



Jefferson County Board of County Commissioners

Thursday, August 17, 2023 at 6:00 pm

REGULAR SESSION AGENDA

Courthouse Annex, 435 W. Walnut Street, Monticello, FL 32344

1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE

2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS

3. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

4. CONSENT AGENDA

a. Vouchers

Attachments:

- **Accounts** (List_of_Accounts.pdf)
- **Report** (Comm_report_for_8-17-23.pdf)
- **Vouchers** (List_of_Vouchers_for_8-17-23.pdf)

5. GENERAL BUSINESS

a. Joint Legislative Audit Committee Letter

Attachments:

- **JLAC Letter** (Jefferson_County_BoCC.pdf)
- **Clerk of Court Response** (JLAC_Response.pdf)

b. Amendment to CSA #1 Road Bond Project

Attachments:

- **Cover Letter** (Agenda_Item_-_Road_Bond_Amendment.doc)
- **Amendment** (CSA__01_Amendment_01.docx)
- **CSA #1** (Executed_CSA__01.pdf)

c. ITB 2023-14 Award-Waukeelah Highway BSCOP Bridge

Attachments:

- **Cover Letter** (Agenda_Item_-_Waukeelah_Hwy_2023-14_Bid.doc)
- **Tabulations** (Att__1_Bid_Tab.pdf)
- **Construction Agreement** (Att__2_ITB_2023-14_Construction_Agreement_-_Exec_Webber.pdf)

d. Solid Waste ILA with City of Monticello

Attachments:

- **Cover Letter** (Agenda_Item_-_Solid_Waste_ILA_with_Monticello.doc)
- **ILA** (Draft_Solid_Waste_Interlocal_8.11.23_w_blank_percentage.docx)

e. TDC Appointment Resolution

Attachments:

- **Cover Letter** (Draft_Agenda_Item_-_TDC_Appointment_Resolution.doc)
- **Resolution** (TDC_Appointment_Resolution_8-17-2023.docx)

f. Surplus Property Discussion - Pop's Sanitation & Mosquito Control

Attachments:

- **Cover Letter** (Agenda_Item_-_Surplus_Declaration_Resolution_v2.doc)
- **Mosquito Appraisal** (Att__2_Appraisal_1484_S._Jefferson_Street__Monticello.pdf)
- **Pops Appraisal** (Att__1_Appraisal_300_Industrial_Park_Drive__Monticello.pdf)
- **Resolution** (Att__3_Surplus_Resolution_Industrial_Park_and_Mosquito_Bldg_v2.docx)

g. Courthouse Traffic

G. Hall

6. **CLERK OF COURTS**
7. **COUNTY ENGINEER**
8. **COUNTY ATTORNEY**
9. **COUNTY MANAGER**
10. **COUNTY COMMISSIONERS**
11. **ADJOURN**

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PARTICIPATING IN A COUNTY COMMISSION MEETING: A CITIZEN'S GUIDE

The Jefferson County Commission is pleased to have you at our Commission meeting. We appreciate your presence, welcome your participation, and want your visit to be interesting and informative. The following is a brief summary of the Commission's Meeting Rules of Procedure that apply to citizen participation.

See the meeting agenda so that you can follow each item of business the Commission will be discussing.

SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?

If you want to address the Commission about an issue that's not on the agenda, notice there is a place to do this. To reserve a time to speak for up to 3 minutes, please sign a speaker request form usually found near the speaker's rostrum.

The first place to speak is soon after the meeting begins. This time is reserved for citizens who want to make a request or provide input that doesn't require discussion. The spot is frequently used by citizens who don't want to stay for the entire meeting and don't need an immediate response from the Commission.

Citizens may also have a chance to address the Commission about items of interest during the General Business part of the agenda. After the Commissioners have had a chance to discuss a general business item, the Chair usually asks if there are any comments from the audience. Again, if you wish to speak, please limit remarks to no more than 3 minutes.

For the record, always give your name and address before you begin speaking. If you're representing a particular group or organization, state that, too. Always address remarks to the Chair or the Commission as a whole, never to an individual commissioner or the audience. Speakers may speak only once on an issue and may not yield their time to another person.

THE COMMON COURTESY RULE: PLEASE BE BRIEF, RELEVANT, AND ALWAYS CIVIL

Commission meetings can be long. Our Commission works hard to keep meetings moving along in a productive and civil manner. Please plan your remarks so that you can make your point clearly and quickly. Always be courteous and civil.

The Chair may call down speakers (or members of the audience) who violate the Commission's rules of decorum. Here are some "no-no's": personal attacks or threats, booing, heckling, cheering, inappropriate clapping, verbal outbursts, and distracting private conversations during proceedings. Also, signs are okay outside of the meeting room but are not allowed in it.

Commission Meeting Rules of Procedure (available at jeffersoncountyfl.gov) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable requests.

Again, thanks for your interest. We're glad you're here!

NOTE: *Except for Common Courtesy rules, slightly different guidelines may apply to public hearings and workshops.*

Contact: Shannon Metty, County Coordinator (smetty@jeffersoncountyfl.gov 850-342-0223) | Agenda published on
08/11/2023 at 5:18 PM

General Fund

- 1947 SCRAP
- 1948 SCOP
- 1949 CIGP
- 2101 BOCC
- 2102 Coordinator
- 2103 County Attorney
- 2104 County Administrative
- 2211 Property Appraiser
- 2212 Tax Deed
- 2320 Clerk
- 2322 Circuit Court
- 2324 County Court
- 2332 State Attorney
- 2333 Public Defender
- 2440 Supervisor of Elections
- 2670 Courthouse
- 2671 Admin Buildings
- 2780 Planning Dept
- 2781 Industrial Development
- 3102 Veterans Affairs
- 3440 Building Dept
- 3990 Medical Examiner
- 4212 Animal Control
- 4216 Mosquito Control-Local
- 4217 Mosquito Control-State
- 6101 Recreation
- 6212 Library-Local
- 6213 Library-State
- 6302 Extension

Fund 11

- 4102 Road Dept

Fund 12

- 0018 CDBG

Fund 14

- 3101 Sheriff

Fund 19

- 3211 Fire Rescue

Fund 22

- 4212 Solid Waste

Fund 23

- 2911 E911

Fund 26

- 6214 Literacy

Fund 28

- 3211 EMS

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	1948	Capital Asphalt	011948525341	CAPITALA	FINAL LAKE RD	322677	08	03	2023	1,920,548.60
01		SOUTHEASTERN CONSULTING	011948525341	SOUTHEAS	CASA BIANCA INSPECTI					36,000.00
				COUNT 2						
01	2102	State of Florida-DMS	012102513410	DEPTMGMT	COUNTY OFFICES COORD	322686	08	03	2023	26.28
01		Verizon Wireless	012102513410	VERIZONW	A#84254352900001 CTY					40.28
				COUNT 2						
01	2103	Nabors Giblin & Nickerson	0121035114120	NABORSRSGI	6/23 ATTORNEY SERVIC	322705	08	03	2023	11,781.03
01		Nabors Giblin & Nickerson	0121035114120	NABORSRSGI	6/23 SCHOOL BRD CONV	322705	08	03	2023	500.00
01		Nabors Giblin & Nickerson	0121035114120	NABORSRSGI	7/23 HOMESTEAD BARN					4,572.15
				COUNT 3						
01	2104	AE ENGINEERING INC.	012104513310	AEENGINE	BOSTON HWY CULVERT H					3,790.00
01		EVERGREEN SOLUTIONS LLC	012104513310	EVERSOL	PAY/CLASSIFICATION S					2,937.50
01		Moran & Smith LLP	012104513320	MORAN&SM	2022 AUDIT FINAL BIL					5,000.00
01		Quadiant Leasing USA Inc	012104513420	QUADILEAS	A#00777345 POSTAGE M					5,349.25
01		ECB PUBLISHING INC	012104513490	ECBPUB	PUBLIC HEARING NOTIC	322690	08	03	2023	98.88
01		ECB PUBLISHING INC	012104513490	ECBPUB	REDISTRICTING ADS					313.92
01		WEC Heating & A/C. Inc.	012104513491	WECHEAT	A/C UNIT REPAIR ROAD	322730	08	03	2023	204.79
01		2k webgroup	012104513525	2KWEBGRO	MONTHLY SERVICE	322733	08	03	2023	270.45
01		2k webgroup	012104513525	2KWEBGRO	MONTHLY SERVICE	322733	08	03	2023	270.45
01		CAPITAL REGION TRANSPORTN	012104513540	CRIPA	FY19-22 DUES	322683	08	03	2023	2,129.00
				COUNT 10						
01	2320	Jeff.Co. Clerk of Courts	012320513930	JEFFCLERK	AUGUST 2023 BUDGET					36,000.00
				COUNT 1						
01	2322	CenturyLink	012322516410	CENTLINK	A#311120982	322686	08	03	2023	60.00
01		State of Florida-DMS	012322516410	DEPTMGMT	COUNTY OFFICES CIRCU					56.52
01		GREAT AMERICA FINANCIAL	012322516510	GAFS	A#0031841366000					161.00
01		CDW Government. Inc.	012322516640	CDWGOVER	JDG PLAINES LAPTOP	322678	08	03	2023	1,769.92
01		CDW Government. Inc.	012322516640	CDWGOVER	JDG PLAINES LAPTOP C	322678	08	03	2023	47.49
01		CDW Government. Inc.	012322516640	CDWGOVER	OPTIPLX TOWER COURT	322678	08	03	2023	759.87
01		CDW Government. Inc.	012322516640	CDWGOVER	PROSUPPORT FOR LAPTO	322678	08	03	2023	343.38
01		CDW Government. Inc.	012322516640	CDWGOVER	PROSUPPORT FOR TOWER	322678	08	03	2023	171.68
01		Hitouch Business Services	012322516640	HITOUCH	PROSUPPORT FOR TOWER	322678	08	03	2023	257.49
01		IFS BUSINESS INTERIORS	012322516640	IFSBUS	C#230001T COURTROOM	322696	08	03	2023	3,467.00
				COUNT 10						
01	2324	State of Florida-DMS	012324516410	DEPTMGMT	COUNTY OFFICES CTY C	322686	08	03	2023	60.48
01		Toshiba Financial Service	012324516441	TOSHIBA5	A#0251689390000 CTY	322723	08	03	2023	19.00
				COUNT 2						
01	2332	Ricardo Fadel1	012332516340	FADELLRI	9/23 JANITORIAL SAO					948.00

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	2332	State of Florida-DMS	012332516401	DEPTMGMT	A#215-8844 SAO PHONE					141.30
01		State of Florida-DMS	012332516401	DEPTMGMT	A#215-8844 SAO PHONE					100.11
01		State of Florida-DMS	012332516401	DEPTMGMT	A#215-8844 SAO PHONE					49.92
01		CenturyLink	012332516401	LUMEN	A#91487806 SAO	322700	08	03	2023	431.70
01		CenturyLink	012332516401	LUMEN	A#91487806 SAO					431.70
01		Verizon Wireless	012332516401	VERIZONW	A#74249991100003 SAO	322729	08	03	2023	323.08
01		Verizon Wireless	012332516401	VERIZONW	A#74249991100003 SAO	322729	08	03	2023	323.04
01		CenturyLink	012332516410	CENTLINK	A#312248787					136.50
COUNT 9										
01	2333	Ricardo Fadel	012333516340	FADELLRI	9/23 JANITORIAL PUB					545.00
01		ARTEZIA WATER	012333516341	ARTEZIA	A#302577 MONTHLY SER	322671	08	03	2023	43.75
01		Verizon Wireless	012333516410	VERIZONW	A#84217903100001 PUB	322729	08	03	2023	72.14
01		American Express	012333516510	AMEXPRES	AMAZON TECH SUPPLIES	322669	08	03	2023	92.99
COUNT 4										
01	2440	Supervisor of Elections	012440519930	SUPERVIS	SEPTEMBER 2023 BUDGE					37,964.62
COUNT 1										
01	2670	Ricardo Fadel	012670519340	FADELLRI	9/23 JANITORIAL					1,195.00
01		CenturyLink	012670519410	CENTLINK	A#312042207					235.35
01		CenturyLink	012670519410	CENTLINK	A#312042207					17.00
01		State of Florida-DMS	012670519410	DEPTMGMT	A#AN214844	322686	08	03	2023	37.25
01		State of Florida-DMS	012670519410	DEPTMGMT	COUNTY OFFICES COURT	322686	08	03	2023	325.26
01		State of Florida-DMS	012670519410	DEPTMGMT	COUNTY OFFICES COURT	322686	08	03	2023	105.12
01		City of Monticello	012670519430	CITYMONT	A#00010009					371.74
01		Duke Energy	012670519430	DUKE	A#910085449537	322689	08	03	2023	1,807.80
01		Advanced Business Systems	012670519441	ADVBUSIN	C#CT1216601	322667	08	03	2023	59.04
01		Advanced Business Systems	012670519441	ADVBUSIN	C#CT333001					286.41
01		Toshiba Financial Service	012670519441	TOSHIBA5	A#02516893900000 COUR	322723	08	03	2023	692.20
01		Mowrey Elevator Co. of FL	012670519460	MOWREVEL	JUNE 2023 MONTHLY MA					207.33
01		Mowrey Elevator Co. of FL	012670519460	MOWREVEL	JULY 2023 MONTHLY MA					207.33
01		Mowrey Elevator Co. of FL	012670519460	MOWREVEL	AUG 2023 MONTHLY MAI					207.33
01		Keith Roddenberry	012670519460	RODDENBE	LAWN SERVICE	322715	08	03	2023	50.00
01		Keith Roddenberry	012670519460	RODDENBE	LAWN CARE/MOWING					50.00
01		Toshiba Financial Service	012670519491	TOSHIBA5	A#02516893900000	322723	08	03	2023	174.50
01		Amazon Business	012670519520	AMAZONBU	DISINFECTANT SPRAY	322668	08	03	2023	20.00
01		HiTouch Business Services	012670519520	HITOUCH	PAPER	322696	08	03	2023	505.29
01		HiTouch Business Services	012670519520	HITOUCH	KLEENEX					69.73
01		UniFirst Corporation	012670519520	UNIFIRST	C#1311916 BATHROOM &	322727	08	03	2023	161.55
01		UniFirst Corporation	012670519520	UNIFIRST	C#1311916 BATHROOM &	322727	08	03	2023	257.87
01		UniFirst Corporation	012670519520	UNIFIRST	C#1311916 BATHROOM S					161.55
COUNT 23										
01	2671	Ricardo Fadel	012671519340	FADELLRI	9/23 JANITORIAL SOE					260.00
01		Ricardo Fadel	012671519340	FADELLRI	9/23 JANITORIAL PROP					913.00
01		Ricardo Fadel	012671519340	FADELLRI	9/23 JANITORIAL TAX					752.00
01		Ricardo Fadel	012671519340	FADELLRI	9/23 JANITORIAL PROB					93.33

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	2671	Ricardo Fadel	012671519340	FADELLRI	9/23 JANITORIAL ANNE	322679	08	03	2023	563.30
01		Ricardo Fadel	012671519340	FADELLRI	9/23 JANITORIAL PUB					193.50
01		Ricardo Fadel	012671519340	FADELLRI	9/23 JANITORIAL HEAL					1.725.00
01		Ricardo Fadel	012671519340	FADELLRI	9/23 JANITORIAL ANNE					125.00
01		CenturyLink	012671519410	CENTLINK	A#311176920	322679	08	03	2023	138.57
01		CenturyLink	012671519410	CENTLINK	A#312042207					573.26
01		CenturyLink	012671519410	CENTLINK	A#312042207					250.44
01		CenturyLink	012671519410	CENTLINK	A#312042207					127.08
01		CenturyLink	012671519410	CENTLINK	A#312042207					17.00
01		State of Florida-DMS	012671519410	DEPTMGMT	A#AN21550	322686	08	03	2023	37.25
01		State of Florida-DMS	012671519410	DEPTMGMT	COUNTY OFFICES ADMIN	322686	08	03	2023	131.40
01		State of Florida-DMS	012671519410	DEPTMGMT	COUNTY OFFICES ADMIN	322686	08	03	2023	26.28
01		State of Florida-DMS	012671519410	DEPTMGMT	COUNTY OFFICES ADMIN	322686	08	03	2023	52.56
01		State of Florida-DMS	012671519410	DEPTMGMT	COUNTY OFFICES ADMIN	322686	08	03	2023	52.56
01		CenturyLink	012671519410	LUMEN	A#90902538	322700	08	03	2023	167.79
01		Verizon Wireless	012671519410	VERIZONW	A#84254352900001 BOC					60.90
01		City of Monticello	012671519430	CITYMONT	A#00010409					183.44
01		City of Monticello	012671519430	CITYMONT	A#00010215					55.11
01		City of Monticello	012671519430	CITYMONT	A#00010150					28.13
01		City of Monticello	012671519430	CITYMONT	A#00010392					48.88
01		Duke Energy	012671519430	DUKE	A#930000007581/6708	322689	08	03	2023	205.56
01		Duke Energy	012671519430	DUKE	A#910085450879	322689	08	03	2023	2.479.96
01		Duke Energy	012671519430	DUKE	A#910085449272	322689	08	03	2023	874.34
01		Duke Energy	012671519430	DUKE	A#910085448578	322689	08	03	2023	46.88
01		Duke Energy	012671519430	DUKE	A#910085449272	322689	08	03	2023	32.91
01		Duke Energy	012671519430	DUKE	A#910085448693	322689	08	03	2023	31.15
01		Duke Energy	012671519430	DUKE	A#910085449644					30.79
01		Duke Energy	012671519430	DUKE	A#910085448106					32.91
01		Duke Energy	012671519430	DUKE	A#910085448974					527.13
01		Jefferson Community Water	012671519430	JEFFCOMM	A#0212000 9941 S.SAL					38.50
01		Register's Mini Storage	012671519440	REGISTRM	8/23 RENT UNITS B17					225.00
01		Royal Mini Storage, Inc.	012671519440	ROYALMTN	8/23 RENT UNIT#47					110.00
01		Toshiba Financial Services	012671519441	TOSHIBA5	A#0251689390000 ANNE	322723	08	03	2023	49.00
01		ABC Maintenance Services	012671519460	ABCMANT	JCSO A/C EVALUATION					1.077.50
01		Big Bend-Eubanks Termite	012671519460	BIGBTERM	A#12663 LLOYD WOMANS					35.00
01		Big Bend-Eubanks Termite	012671519460	BIGBTERM	A#13596 YJ RMV INDIA					200.00
01		Big Bend-Eubanks Termite	012671519460	BIGBTERM	A#13572 JCRC 4 RODEN					40.00
01		Big Bend-Eubanks Termite	012671519460	BIGBTERM	A#8522 COUNTY OFFICE					450.00
01		Big Bend-Eubanks Termite	012671519460	BIGBTERM	REPAIR EAST DIAL SHA					450.00
01		Clock Service Company	012671519460	CLOCKSER	PUBLIC RESTROOM REPA					685.00
01		LANCE MAXWELL PLUMBING, I	012671519460	MAXWELL	C#WIM1414 ANNEX FIRE	322713	08	03	2023	311.04
01		Redwire	012671519460	REDWIRE	C#WIM1414 BOCC ANNEX	322713	08	03	2023	299.08
01		Redwire	012671519460	REDWIRE	C#WIM1414 BOCC ANNEX	322713	08	03	2023	311.04
01		Redwire	012671519460	REDWIRE	C#WIM1414 BOCC ANNEX	322713	08	03	2023	311.04
01		Sonitrol of Tallahassee	012671519460	SONITROL	A#RIM603291 SAO MAIN					104.00
COUNT 49										
01	2780	AE ENGINEERING INC	012780515310	AEENGINE	HEMINGS POND REPLAT					1.922.50
01		AE ENGINEERING INC	012780515310	AEENGINE	HEMINGS POND REPLAT					568.75
01		Ricardo Fadel	012780515340	FADELLRI	9/23 JANITORIAL PLAN					200.00
01		CenturyLink	012780515410	CENTLINK	A#312042207					82.61

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	2780	State of Florida-DMS	012780515410	DEPTMGMT	COUNTY OFFICES PLANN	322686	08	03	2023	39.42
01		LINDSEY R LONG	012780515420	LONGLR	POSTAGE RECEIPT					67.14
01		Advanced Business Systems	012780515430	ADVBSIN	C#CT254801					184.43
01		Duke Energy	012780515430	DUKE	A#910085450746	322689	08	03	2023	280.62
01		GREAT AMERICA FINANCIAL	012780515441	GAFS	A#0091868367000	322693	08	03	2023	142.00
01		GREAT AMERICA FINANCIAL	012780515441	GAFS	A#0031868373000					271.00
01		ODP BUSINESS SOLUTIONS,LL	012780515510	ODPBUSIN	OFFICE SUPPLIES					194.07
				COUNT 11						
01	2781	State of Florida-DMS	012781519830	DEPTMGMT	COUNTY OFFICES INDUS	322686	08	03	2023	26.28
01		Marr & Assoc Appraisal Co	012781519830	MARRASSO	IND PK BLDG APPRAISA	322702	08	03	2023	2,750.00
01		Marr & Assoc Appraisal Co	012781519830	MARRASSO	MOSQ CTRL BLDG APPRA	322702	08	03	2023	2,750.00
				COUNT 3						
01	3102	MADISON COUNTY BOCC	013102553310	MADCOBOC	7/23 SHARED VSO SWIL	322701	08	03	2023	1,461.27
				COUNT 1						
01	3440	Ricardo Fade'll	013440524340	FADELLRI	9/23 JANITORIAL BUIL					200.00
01		Centurylink	013440524410	CENTLINK	A#312042207					82.62
01		State of Florida-DMS	013440524410	DEPTMGMT	COUNTY OFFICES BUILD	322686	08	03	2023	39.42
01		Verizon Wireless	013440524410	VERIZONW	A#84254352900001 BUI					88.32
01		Duke Energy	013440524430	DUKE	A#910085450746	322689	08	03	2023	280.63
01		Advanced Business Systems	013440524441	ADVBSIN	C#C1332601	322667	08	03	2023	63.60
01		Toshiba Financial Service	013440524441	TOSHIBAS	A#0251689390000 BUIL	322723	08	03	2023	357.10
01		Jefferson Co. Road Dept.	013440524521	RDEPT	JULY 2023 BUILDING F					259.01
				COUNT 8						
01	3990	Beggs Funeral Home	013990527310	BEGGS	5/23 M CUNNINGHAM RE	322675	08	03	2023	400.00
01		UF JACKSONVILLE PHYSICIAN	013990527310	UFJAXPHY	SUSPECTED CHILD ABUS	322726	08	03	2023	500.00
01		UF JACKSONVILLE PHYSICIAN	013990527310	UFJAXPHY	SUSPECTED CHILD ABUS	322726	08	03	2023	750.00
				COUNT 3						
01	4212	City of Monticello	014212562120	CITYMONT	J NAUGHTON COM ON CA	322681	08	03	2023	490.86
01		Animal Medical Clinic*	014212562310	ANIMALCL	EUTHANASIA 2 DOGS	322670	08	03	2023	100.00
01		Animal Medical Clinic*	014212562310	ANIMALCL	6 PUPPIES EXAM RIDGE	322670	08	03	2023	361.04
01		Animal Medical Clinic*	014212562310	ANIMALCL	EUTHANASIA REDFEARN	322670	08	03	2023	50.00
01		SGA SPAY & NEUTER CLINIC	014212562492	SGASPAY	SPAY/NEUTER DOGS/CAT	322717	08	03	2023	240.00
01		SGA SPAY & NEUTER CLINIC	014212562492	SGASPAY	SPAY CAT	322717	08	03	2023	5.00
01		Animal Medical Clinic*	014212562520	ANIMALCL	TKX ACO NEWELL	322670	08	03	2023	136.45
				COUNT 7						
01	4216	State of Florida-DMS	014216534410	DEPTMGMT	COUNTY OFFICES MOSQ	322686	08	03	2023	26.76
01		Duke Energy	014216534430	DUKE	A#910085449785	322689	08	03	2023	230.98
01		Jefferson Co. Road Dept.	014216534521	RDEPT	7/23 MOSQ CNTRL FUEL					432.81
				COUNT 3						

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	5103	Apalachee Center	015103563811	APAMENHE	6/23 CRISIS UNIT BAKE					2,845.26
01		Apalachee Center	015103563812	APAMENHE	6/23 DETOX UNIT MARC					1,401.40
				COUNT 2						
01	6101	Wes Rushing	016101572130	RUSHINGW	UMPIRE SERVICES THRU					360.00
01		CenturyLink	016101572410	CENTLINK	A#463021743					177.73
01		CenturyLink	016101572410	CENTLINK	A#463021743					177.73
01		State of Florida-DMS	016101572410	DEPTMGMT	COUNTY OFFICES REC P	322686	08	03	2023	52.56
01		Verizon Wireless	016101572410	VERIZONW	A#22250110000001 REC					51.60
01		City of Monticello	016101572430	CITYMONT	A#00020119					68.01
01		Duke Energy	016101572430	DUKE	A#930000012968	322689	08	03	2023	767.13
01		Duke Energy	016101572430	DUKE	A#910085450043					54.87
01		Howdys Rent A Toilet	016101572430	HOWDYS	WACISSA RIVER PORTAL					288.00
01		GCLMONTICELLO	016101572460	GCLMONTI	PLUMBING					32.02
01		GCLMONTICELLO	016101572460	GCLMONTI	PLUMBING					19.99
01		GCLMONTICELLO	016101572460	GCLMONTI	CLEANERS					25.46
01		GCLMONTICELLO	016101572460	GCLMONTI	BOLTS					8.48
01		GCLMONTICELLO	016101572460	GCLMONTI	BOLTS					2.82
01		GCLMONTICELLO	016101572460	GCLMONTI	SPRAYER					95.99
01		GCLMONTICELLO	016101572460	GCLMONTI	PEST CONTROL					10.48
01		Jefferson Co. Tax Coll.	016101572462	JEFFCOTX	TRANSFER TITLE P#TH7					144.05
01		ECB PUBLISHING INC	016101572490	ECBPUB	ADS					55.00
01		ECB PUBLISHING INC	016101572490	ECBPUB	ADS					55.94
01		Jefferson Co. Road Dept.	016101572521	RDDPT	7/23 REC PARK FUEL					575.41
01		Monticello Carquest Inc.	016101572523	MONTCARQ	OIL					21.50
01		Monticello Carquest Inc.	016101572523	MONTCARQ	SHARPEN CHAIN					10.00
01		Monticello Carquest Inc.	016101572523	MONTCARQ	GASKET					4.22
01		Monticello Carquest Inc.	016101572523	MONTCARQ	GASKETS					10.73
01		Monticello Carquest Inc.	016101572523	MONTCARQ	FILTER & PUMP					27.78
01		Monticello Carquest Inc.	016101572523	MONTCARQ	BLADES					46.68
01		Monticello Carquest Inc.	016101572523	MONTCARQ	HYDRAULIC FLUID					63.99
01		Monticello Carquest Inc.	016101572523	MONTCARQ	REMOVE DEAD TREE					600.00
01		Odom's Lawn Care & Tree	016101572523	ODOMLAW	PORTALET RENTAL					350.00
01		Talquin Portable Restroom	016101572523	TALQUINR	BASEBAKK UNIFORMS					1,392.00
01		B & B Sporting Goods	016101572640	B&BSPORT	BASEBALL TROPHIES					90.00
01		Corrine's Winner Center	016101572640	CORRINES						
				COUNT 31						
01	6212	CenturyLink	016212571410	CENTLINK	A#312042207					328.29
01		State of Florida-DMS	016212571410	DEPTMGMT	COUNTY OFFICES LIBRA	322686	08	03	2023	105.12
01		City of Monticello	016212571430	CITYMONT	A#00010166					213.49
01		Duke Energy	016212571430	DUKE	A#910085449397	322689	08	03	2023	2,278.49
				COUNT 4						
01	6213	Ricardo Fadel	016213571340	FADELLRI	9/23 JANITORIAL LIBR					1,300.00
01		Deanna D. Ramsey	016213571341	RAMSEYDE	INTRO TO CHROMEBOOK					600.00
01		Potty Man Portables	016213571460	POTTYMAN	LIBRARY HAND WASH ST	322711	08	03	2023	125.00
01		Potty Man Portables	016213571460	POTTYMAN	LIBRARY HAND WASH ST					125.00
01		Potty Man Portables	016213571460	POTTYMAN	LIBRARY HAND WASH ST					125.00
01		Potty Man Portables	016213571460	POTTYMAN	LIBRARY HAND WASH ST					125.00

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	6213	Redwire	016213571460	REDWIRE	C#JIM0485 PANIC BUTT	322713	08	03	2023	317.66
01		Redwire	016213571460	REDWIRE	C#JIM0485 TRIP CHARG	322713	08	03	2023	59.00
01		Redwire	016213571460	REDWIRE	C#JIM0485 LIBRARY CA	322713	08	03	2023	1,350.00
01		Redwire	016213571460	REDWIRE	C#JIM0485 LIBRARY CC	322713	08	03	2023	6.00
01		Amazon Business	016213571510	AMAZONBU	STORAGE SUPPLIES	322668	08	03	2023	250.97
01		Amazon Business	016213571510	AMAZONBU	TABLE SET	322668	08	03	2023	745.04
01		Amazon Business	016213571510	AMAZONBU	SHREDDER SHEETS	322668	08	03	2023	19.22
01		Amazon Business	016213571510	AMAZONBU	MAILING SUPPLIES	322668	08	03	2023	113.48
01		Amazon Business	016213571510	AMAZONBU	DOOR STOPPERS	322668	08	03	2023	5.98
01		Amazon Business	016213571510	AMAZONBU	KEYFINDERS/PANIC BUT	322668	08	03	2023	78.64
01		Amazon Business	016213571510	AMAZONBU	MASKS	322668	08	03	2023	101.94
01		Amazon Business	016213571510	AMAZONBU	APRONS					25.99
01		Amazon Business	016213571510	AMAZONBU	DRY ERASE MARKERS					25.99
01		Amazon Business	016213571510	AMAZONBU	HAND SANITIZER	322668	08	03	2023	94.35
01		Amazon Business	016213571510	AMAZONBU	SLIME EVENT SUPPLIES	322668	08	03	2023	94.35
01		Amazon Business	016213571510	AMAZONBU	STORYTIME SUPPLIES	322668	08	03	2023	34.98
01		Amazon Business	016213571510	AMAZONBU	FIRST AID	322668	08	03	2023	93.04
01		Amazon Business	016213571510	AMAZONBU	STORYTIME SUPPLIES	322668	08	03	2023	24.99
01		Amazon Business	016213571510	AMAZONBU	STORYTIME/PROGRAM SU	322668	08	03	2023	314.03
01		Amazon Business	016213571510	AMAZONBU	PROGRAM SUPPLIES	322668	08	03	2023	871.93
01		Amazon Business	016213571510	AMAZONBU	GIANT UNO/TEEN ROOM	322668	08	03	2023	512.81
01		Amazon Business	016213571510	AMAZONBU	LULLIPOPS FOR PRIZE					41.00
01		Amazon Business	016213571510	AMAZONBU	PRIZE BOX					108.37
01		Amazon Business	016213571510	AMAZONBU	SURGE PROTECTORS	322668	08	03	2023	82.97
01		Amazon Business	016213571510	AMAZONBU	COMPUTER CABLE	322668	08	03	2023	329.85
01		Amazon Business	016213571510	AMAZONBU	PRINTER	322668	08	03	2023	21.98
01		Amazon Business	016213571510	AMAZONBU	COMPUTERS/CIRCULATIO					409.66
01		Amazon Business	016213571510	AMAZONBU	LIBRARY YEARLY SUBSC					928.02
01		Amazon Business	016213571510	AMAZONBU	PATRON REQUEST DVD	322668	08	03	2023	60.00
01		Amazon Business	016213571510	AMAZONBU	BOOK CLUB BOOKS					14.99
01		Amazon Business	016213571510	AMAZONBU	HISTORY OF JEFFERSON					111.00
01		Amazon Business	016213571510	AMAZONBU	DVIDS FOR COLLECTION					72.24
01		Amazon Business	016213571510	AMAZONBU	DVIDS FOR COLLECTION					103.56
01		Amazon Business	016213571510	AMAZONBU	DVIDS FOR COLLECTION					99.83
01		Amazon Business	016213571510	AMAZONBU	LARGE PRINT BOOKS					130.55
01		Amazon Business	016213571510	AMAZONBU	A#FLJEFFERSON IMAGIN	322687	08	03	2023	130.55
01		Amazon Business	016213571510	AMAZONBU	DOLLYWOOD					15.95
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	46.78
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	44.08
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	14.03
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	350.72
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	23.34
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	208.43
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	24.70
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	13.13
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	42.14
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	156.48
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	28.33
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	22.40
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	22.03
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	3,798.73
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	122.67
01		Amazon Business	016213571510	AMAZONBU	BOOKS	322698	08	03	2023	18.42

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	6213	Ingram Library Services	016213571660	INGRAM	BOOKS					163.75
01		Ingram Library Services	016213571660	INGRAM	BOOKS					29.33
01		Ingram Library Services	016213571660	INGRAM	BOOKS					187.29
01		Ingram Library Services	016213571660	INGRAM	BOOKS					20.93
01		Ingram Library Services	016213571660	INGRAM	BOOKS					10.41
01		Ingram Library Services	016213571660	INGRAM	BOOKS					222.33
COUNT 64										
01	6302	James Skipworth	016302537340	SKIPWORJ	8/23 JANITORIAL SERV	322719	08	03	2023	460.00
01		DE ANTHONY PRICE	016302537400	DEANTPRI	FL AG CONF REIMBURSE	322685	08	03	2023	238.00
01		State of Florida-DMS	016302537410	DEPTMGMT	COUNTY OFFICES JCEO	322686	08	03	2023	107.10
01		Verizon Wireless	016302537410	VERIZONW	A#22250110000001 JCE					51.34
01		Verizon Wireless	016302537410	VERIZONW	A#84254352900001 JCE					36.07
01		Duke Energy	016302537430	DUKE	A#930000007581/1187	322689	08	03	2023	129.15
01		Duke Energy	016302537430	DUKE	A#9300000014564					1.20
01		Toshiba Financial Service	016302537441	TOSHIBA5	A#0251689390000 JCEO	322723	08	03	2023	337.00
01		Doorman LLC	016302537460	DOORWAN	INSTALL NEW DOOR LEV	322688	08	03	2023	280.00
01		Advanced Business Systems	016302537461	ADVBSUSIN	C#CT332401	322667	08	03	2023	68.10
01		Advanced Business Systems	016302537461	ADVBSUSIN	C#CT332101	322667	08	03	2023	194.72
01		Redwire	016302537461	REDWIRE	C#CT332101					146.36
01		Jefferson Co. Tax Coll.	016302537462	JEFFCOTX	C#WJMI603.8/23 CCTV	322713	08	03	2023	92.04
01		Jefferson Co. Road Dept.	016302537521	JEFFCOTX	TRANSFER TITLE #TJ2					102.55
01				RDEPT	7/23 EXT OFFICE FUEL					786.59
COUNT 15										
01	9999	B&B Porta-Toilets, Inc	019999511990	B&BPORTA	HALL PARK PORTALET	322673	08	03	2023	195.00
01		Chamber of Commerce	019999511990	CHAMBER	UTILITY TRAILER PURC	322680	08	03	2023	5,000.00
01		Jefferson Community Water	019999511990	JEFFCOMM	A#0201800 290 HALL R					80.11
COUNT 3										
11	4102	Cintas	114102541341	CINTAS	P#19616374 UNIFORM R	906495	08	03	2023	107.09
11		Cintas	114102541341	CINTAS	P#19616374 UNIFORM R	906495	08	03	2023	107.09
11		Cintas	114102541341	CINTAS	P#19616374 UNIFORM R	906495	08	03	2023	107.09
11		Cintas	114102541341	CINTAS	P#19616374 UNIFORM R	906495	08	03	2023	107.09
11		Mobile Communications	114102541341	MOBILECO	FLEET TRACKING SERV	906501	08	03	2023	523.75
11		Mobile Communications	114102541341	MOBILECO	MONTHLY SERVICE GPS					523.75
11		Mobile Communications	114102541341	MOBILECO	MONTHLY SERVICE GPS					523.75
11		Omega Rail Management Inc	114102541341	OMEGA	CURTIS MILL SIGNAL M	906504	08	03	2023	2,470.00
11		Omega Rail Management Inc	114102541341	OMEGA	LLOYD CREEK SIGNAL M	906504	08	03	2023	1,967.00
11		Omega Rail Management Inc	114102541341	OMEGA	TURKEY SCRATCH STGNA	906504	08	03	2023	1,967.00
11		Vector Security	114102541341	VECTOR	MONTHLY SERVICE	906510	08	03	2023	39.62
11		CenturyLink	114102541410	CENTLINK	A#312168304	906494	08	03	2023	496.36
11		DoorKing, INC.	114102541410	DOORKING	DKS CELLULAR MONTHLY					45.00
11		Verizon Wireless	114102541410	VERIZONW	A#22250110000001 ROA					156.74
11		Verizon Wireless	114102541410	VERIZONW	A#64254352900001 ROA					21.15
11		City of Monticello	114102541430	CITYMONT	A#00030479 MQ HYDRAN					31.57
11		Duke Energy	114102541430	DUKE	A#9300000014176	906496	08	03	2023	922.76
11		Duke Energy	114102541430	DUKE	A#910085448247	906496	08	03	2023	441.62

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
11	4102	Duke Energy	114102541430	DUKE	#930000014176	906505	08	03	2023	1,032.12
11		Pottyman	114102541430	POTTYMAN	MONTHLY PORTALET REN	906509	08	03	2023	95.00
11		TRI-COUNTY ELECTRIC COOPE	114102541430	TRICOUNT	A#72001059014 GAMBLE	906509	08	03	2023	371.75
11		TRI-COUNTY ELECTRIC COOPE	114102541430	TRICOUNT	A#72001059006 EL DES	906509	08	03	2023	30.77
11		TRI-COUNTY ELECTRIC COOPE	114102541430	TRICOUNT	A#72001059006 EL DE	906509	08	03	2023	30.77
11		TRI-COUNTY ELECTRIC COOPE	114102541430	TRICOUNT	A#72001059012 HWY 90	906508	08	03	2023	331.37
11		TRI-COUNTY ELECTRIC COOPE	114102541430	TRICOUNT	A#72001059001 N SALT	906508	08	03	2023	30.77
11		Toshiba Financial Service	114102541441	TOSHIBA5	A#0251689390000	906508	08	03	2023	172.10
11		TNT SUPERCENTER	114102541442	TNTSUPER	2023 BUSHHOG MOWER	906508	08	03	2023	24,966.00
11		TNT SUPERCENTER	114102541442	TNTSUPER	2023 GRAVELY PRO-TUR	906508	08	03	2023	11,868.66
11		Advanced Business Systems	114102541461	ADVBUSIN	DELIVERY FEE	906490	08	03	2023	75.00
11		Advanced Business Systems	114102541461	ADVBUSIN	#C1333601	906490	08	03	2023	24.02
11		Beard Equipment Company	114102541462	BEARD	#C1332701	906492	08	03	2023	30.84
11		Big Bend Tire	114102541462	BIGBENT	REPAIR #102	906493	08	03	2023	552.00
11		Big Bend Tire	114102541462	BIGBENT	TIRE REPAIR #73	906493	08	03	2023	566.60
11		Everite Time & Equipment	114102541462	EVERITE	TIRES/ALIGNMENT #58	906500	08	03	2023	125.00
11		Keaton Tire Repair	114102541462	KEATONTI	REPAIR GATE ENTRY CO	906500	08	03	2023	370.87
11		Keaton Tire Repair	114102541462	KEATONTI	TIRE REPAIR #59	906500	08	03	2023	752.50
11		Keaton Tire Repair	114102541462	KEATONTI	NEW TIRE X2 #20	906500	08	03	2023	370.87
11		Keaton Tire Repair	114102541462	KEATONTI	TIRE REPAIR #59	906500	08	03	2023	752.50
11		Keaton Tire Repair	114102541462	KEATONTI	VOID CHECK NO. 9065	906500	08	03	2023	370.87
11		Keaton Tire Repair	114102541462	KEATONTI	VOID CHECK NO. 9065	906511	08	03	2023	752.50
11		Keaton Tire Repair	114102541462	KEATONTI	TIRE REPAIR #59	906511	08	03	2023	370.87
11		Keaton Tire Repair	114102541462	KEATONTI	NEW TIRE X2 #20	906511	08	03	2023	752.50
11		Keaton Tire Repair	114102541462	KEATONTI	TIRE REPAIR #59	906511	08	03	2023	370.87
11		Keaton Tire Repair	114102541462	KEATONTI	SERVICE CALL TUBE #3	906506	08	03	2023	403.12
11		Keaton Tire Repair	114102541462	KEATONTI	REPAIR #78	906491	08	03	2023	3,379.24
11		Keaton Tire Repair	114102541462	KEATONTI	A/C ENGINE BRAKES #8	906491	08	03	2023	6,227.07
11		Keaton Tire Repair	114102541463	AGPRO	COVER #60	906500	08	03	2023	168.26
11		Keaton Tire Repair	114102541463	AGPRO	SENSOR SWITCH #37	906500	08	03	2023	120.27
11		Keaton Tire Repair	114102541463	BEARD	DURAMAX BLADES #87 &	906500	08	03	2023	954.12
11		Keaton Tire Repair	114102541463	KEATONTI	BATTERY #95	906502	08	03	2023	194.99
11		Keaton Tire Repair	114102541463	KEATONTI	VOID CHECK NO. 9065	906502	08	03	2023	194.99
11		Monticello Carquest Inc.	114102541463	MONTCARQ	HOSE/THERMOSTAT/GASK	906502	08	03	2023	98.55
11		Monticello Carquest Inc.	114102541463	MONTCARQ	R134A FRIDGE GAUGE	906502	08	03	2023	63.55
11		Monticello Carquest Inc.	114102541463	MONTCARQ	SHOP SUPPLIES #59/60	906502	08	03	2023	430.54
11		Monticello Carquest Inc.	114102541463	MONTCARQ	CHIPPER PARTS/SHOP S	906502	08	03	2023	223.43
11		Monticello Carquest Inc.	114102541463	MONTCARQ	HOSE & FITTINGS #65	906502	08	03	2023	64.55
11		Monticello Carquest Inc.	114102541463	MONTCARQ	BATTERY #95	906512	08	03	2023	194.99
11		Monticello Carquest Inc.	114102541463	MONTCARQ	BATTERY #103	906512	08	03	2023	1509.37
11		Monticello Carquest Inc.	114102541463	MONTCARQ	TAPE/SOLDER/CUTTER/T	906503	08	03	2023	47.85
11		O'Reilly Automotive, Inc.	114102541463	O'REILLY	BATTERY #99	906498	08	03	2023	38.63
11		O'Reilly Automotive, Inc.	114102541463	O'REILLY	BATTERY #99	906498	08	03	2023	38.63
11		O'Reilly Automotive, Inc.	114102541463	O'REILLY	BATTERY #99 CREDIT	906498	08	03	2023	38.63
11		O'Reilly Automotive, Inc.	114102541463	O'REILLY	BATTERY #99 CREDIT	906498	08	03	2023	38.63
11		TRACTOR SUPPLY COMPANY	114102541463	TRACTORS	PLAYER/CUTTER/CUT WHE	906503	08	03	2023	43.96
11		ODP BUSINESS SOLUTIONS,LL	114102541510	ODPBUSIN	COPY PAPER	906498	08	03	2023	39.89
11		Crystal Springs	114102541520	CRYSTALS	A#671493115070266 WA	906498	08	03	2023	93.94
11		First Call Truck Parts	114102541520	FIRSTCAL	DEF BULK	906499	08	03	2023	368.00
11		Jones Welding & Industria	114102541520	JONESWEL	MONTHLY RENTAL	906499	08	03	2023	102.90

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
11	4102	Jones Welding & Industries	114102541520	JONESWEL	MONTHLY CYLINDER REN					
11		QOP BUSINESS SOLUTIONS,LL	114102541520	QOPBUSIN	OFFICE SUPPLIES	906503	08	03	2023	106.33
11		Safety-Kleen Systems, Inc	114102541520	SAFETYKYL	PARTS WASHER SOLVENT	906507	08	03	2023	165.30
11		ELI ROBERTS & SONS	114102541521	ELIROB	UNLEADED GAS	906497	08	03	2023	53.16
11		ELI ROBERTS & SONS	114102541521	ELIROB	DIESEL	906497	08	03	2023	14,211.47
11		ELI ROBERTS & SONS	114102541521	ELIROB	DIESEL	906497	08	03	2023	9,050.36
11		ELI ROBERTS & SONS	114102541521	ELIROB	UNLEADED					13,513.04
11		ELI ROBERTS & SONS	114102541521	ELIROB	NON-ETHANOL					12,673.68
11		Everite Time & Equipment	114102541640	EVERITE	GATE KEYPAD CONTR/SO					575.47
				COUNT 80						4,705.00
12	0018	Big Bend-Eubanks Termite	120018554300	BIGTERM	CDBG GRANT ADMINISTR					39,000.00
				COUNT 1						
14	3101	Thomson West	143101521450	THOMSONW	LAW LIBRARY SUNSCRIP					612.00
14		Richard Thomas	143101521450	THOMASR	8/20/23 R THOMAS PER	322721	08	03	2023	245.00
14		MORGAN WYSOCKI	143101521540	WYSOCKI	8/20/23 M WYSOCKI PR	322732	08	03	2023	245.00
14		Jeff Cnty Sheriff's Office	143101521930	JEFFCOSH	AUGUST 2023 BUDGET F					405,850.17
14		L3HARRIS TECHNOLOGIES INC	143101521931	L3HARRIS	MAY-JULY ACCESS FEE					4,662.00
14		Jeff Cnty Sheriff's Office	143101521933	JEFFCOSH	7-9/23 SALARY ASSIST					85,703.50
				COUNT 6						
18	4102	AE ENGINEERING INC	184102541631	AEENGINE	ROAD BONDS PHASE I/I					29,355.00
				COUNT 1						
19	3211	State of Florida-DMS	193211522410	DEPTMGMT	COUNTY OFFICES FIRE	322686	08	03	2023	13.14
19		State of Florida-DMS	193211522410	DEPTMGMT	COUNTY OFFICES FIRE	322686	08	03	2023	54.54
19		Verizon Wireless	193211522410	VERIZONW	A#842543529000001 FIR					108.21
19		City of Monticello	193211522430	CITYMONT	A#00050133					43.48
19		Duke Energy	193211522430	DUKE	A#930000007581/6826	322689	08	03	2023	33.29
19		Duke Energy	193211522430	DUKE	A#910085423462					16.45
19		Toshiba Financial Service	193211522441	TOSHIBA4	A#0151483084000	322722	08	03	2023	110.00
19		Phoenix Fire Protection	193211522460	PHOENIX	ANNU FIRE SPRINKLER	322708	08	03	2023	300.00
19		Advanced Business Systems	193211522461	ADVBSIN	C#1292201	322667	08	03	2023	24.86
19		Monticello Carquest Inc.	193211522463	MONTICARQ	BATTERY FOR T-1					509.37
19		Jefferson Co. Road Dept.	193211522521	RDEPT	JULY 2023 FIRE FLEET					804.77
19		TRI-COUNTY ELECTRIC COOPE	193211522623	TRICOUNT	A#67301001001 AVFD	322725	08	03	2023	28.72
				COUNT 12						
22	4212	Restoration Assistance	224212534315	RESTORAT	6/23 TYSON LANDELL	322714	08	03	2023	2,250.00
22		Restoration Assistance	224212534315	RESTORAT	5/23 LANDELL TRM	322714	08	03	2023	2,250.00
22		Aucilla Area Solid Waste	224212534340	AUCILLAA	4/23 TIPPING FEES	322672	08	03	2023	30,939.97
22		Aucilla Area Solid Waste	224212534340	AUCILLAA	5/23 TIPPING FEES	322672	08	03	2023	34,230.09
22		UniFirst Corporation	224212534341	UNIFIRST	C#1237569 EMPLOYEE U	322727	08	03	2023	153.26
22		UniFirst Corporation	224212534341	UNIFIRST	C#1237569 EMPLOYEE U	322727	08	03	2023	153.26
22		UniFirst Corporation	224212534341	UNIFIRST	C#1237569 EMPLOYEE U	322727	08	03	2023	153.26
22		UniFirst Corporation	224212534341	UNIFIRST	C#1237569 EMPLOYEE U	322727	08	03	2023	153.26

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
22	4212	UniFirst Corporation	224212534341	UNIFIRST	C#1237569 EMPLOYEE U	322727	08	03	2023	127.90
22		UniFirst Corporation	224212534341	UNIFIRST	C#1237569 EMPLOYEE U	322727	08	03	2023	153.26
22		CenturyLink	224212534410	CENTLINK	A#312042207		08	03	2023	66.09
22		State of Florida-DMS	224212534410	DEPTMGMT	COUNTY OFFICES SOLID	322686	08	03	2023	78.84
22		Verizon Wireless	224212534410	VERIZONW	A#22250110000001 SOL					102.68
22		Verizon Wireless	224212534410	VERIZONW	A#84254352900001 SOL					155.43
22		City of Monticello	224212534430	CITYMONT	A#00050204 US 19 SOL					21.39
22		City of Monticello	224212534430	CITYMONT	A#00050206 1697 S JE					42.67
22		Duke Energy	224212534430	DUKE	A#910085448429	322681	08	03	2023	419.69
22		Duke Energy	224212534430	DUKE	A#910085448429	322681	08	03	2023	308.49
22		Duke Energy	224212534430	DUKE	A#930000014879/6394	322689	08	03	2023	112.21
22		Duke Energy	224212534430	DUKE	A#930000014879/6493	322689	08	03	2023	182.46
22		Duke Energy	224212534430	DUKE	A#930000014879/7139	322689	08	03	2023	32.91
22		Duke Energy	224212534430	DUKE	A#930000014879/2144	322689	08	03	2023	78.94
22		Duke Energy	224212534430	DUKE	A#930000014879/0730	322689	08	03	2023	36.80
22		Duke Energy	224212534430	DUKE	A#930000014879/2056	322689	08	03	2023	94.44
22		Duke Energy	224212534430	DUKE	A#930000014879/1171	322689	08	03	2023	30.79
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTLET RENTAL LLOY	322697	08	03	2023	255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTLET RENTAL WASH	322697	08	03	2023	255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTLET RENTAL NASH	322697	08	03	2023	255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTLET RENTAL TISO	322697	08	03	2023	255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTLET NEW MONTICE	322697	08	03	2023	255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTLET RENTAL AUCI	322697	08	03	2023	255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTLET RENTAL FULF	322697	08	03	2023	255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTLET RENTAL BASS	322697	08	03	2023	255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTLET RENTAL PINC	322697	08	03	2023	255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTLET RENTAL MAIN	322697	08	03	2023	255.00
22		Jefferson Community Water	224212534430	JEFFCOMM	A#0320500 10705 GAMB	322699	08	03	2023	40.78
22		Jefferson Community Water	224212534430	JEFFCOMM	A#0415600 8747 OLD L	322699	08	03	2023	38.79
22		Jefferson Community Water	224212534430	JEFFCOMM	A#0424100 1389 NASH	322699	08	03	2023	38.50
22		TRI-COUNTY ELECTRIC COOPE	224212534430	TRICOUNT	A#2001059005 PINCKN	322725	08	03	2023	75.68
22		TRI-COUNTY ELECTRIC COOPE	224212534430	TRICOUNT	A#2001059008 AUCILL	322725	08	03	2023	55.51
22		TRI-COUNTY ELECTRIC COOPE	224212534430	TRICOUNT	A#200105900P WACISS	322725	08	03	2023	115.37
22		TRI-COUNTY ELECTRIC COOPE	224212534430	TRICOUNT	A#2001059010 FULFOR	322725	08	03	2023	91.00
22		TRI-COUNTY ELECTRIC COOPE	224212534430	TRICOUNT	A#2001059011 LLOYD	322725	08	03	2023	166.34
22		Toshiba Financial Service	224212534441	TOSHIBA5	A#2001059013 AUCILL	322725	08	03	2023	50.57
22		Tower Compactor Rentals	224212534441	TOWERCOM	A#0251689390000 SOLI	322723	08	03	2023	118.00
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR MAIN YARD	322724	08	03	2023	474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR NEW MONTIC	322724	08	03	2023	474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR NASH	322724	08	03	2023	949.94
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR WACISSA	322724	08	03	2023	949.94
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR FULFORD	322724	08	03	2023	474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTORS LLOYD	322724	08	03	2023	474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR MAIN YARD	322724	08	03	2023	949.94
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR NEW MONTIC	322724	08	03	2023	474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTORS NASH	322724	08	03	2023	949.94
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR WACISSA	322724	08	03	2023	474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR FULFORD	322724	08	03	2023	474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR AUCILLA	322724	08	03	2023	949.94
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTORS LLOYD	322724	08	03	2023	42.54
22		Advanced Business Systems	224212534461	ADVBSIN	C#CT3232501	322667	08	03	2023	

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
22	4212	COUNTRY MILE COMPUTERS	224212534461	COUNTRYG	SETUP COMP L MCDONAL	322682	08	03	2023	148.75
22		Big Bend Tire	224212534462	BIGBENTTI	TIRE REPAIR MOUNT	322676	08	03	2023	129.50
22		Big Bend Tire	224212534462	BIGBENTTI	TIRE REPAIR	322676	08	03	2023	30.00
22		Big Bend Tire	224212534462	BIGBENTTI	PM SERVICE	322676	08	03	2023	70.00
22		Big Bend Tire	224212534462	BIGBENTTI	PM SERVICE	322676	08	03	2023	351.49
22		Big Bend Tire	224212534462	BIGBENTTI	TIRE MOUNT DISMOUNT	322676	08	03	2023	65.00
22		Big Bend Tire	224212534462	BIGBENTTI	TIRE MOUNT DISMOUNT	322676	08	03	2023	65.00
22		Big Bend Tire	224212534462	BIGBENTTI	TIRE MOUNT DISMOUNT	322676	08	03	2023	99.50
22		FourStar Freightliner, Inc	224212534462	FOURSTAR	EGR COOLER R10	322692	08	03	2023	65.00
22		Keaton Tire Repair	224212534462	KEATONTI	tire replaced g-1	322734	08	03	2023	3.541.29
22		Nextran Truck Centers	224212534462	NEXTRAN	PM SERVICES FL2	322706	08	03	2023	225.00
22		Nextran Truck Centers	224212534462	NEXTRAN	PM SERVICES FL2	322706	08	03	2023	1.085.36
22		PARKWAY WRECKER SERVICE I	224212534462	PARKWAY	TOM R10 FREIGHTLINER	322706	08	03	2023	4.793.28
22		THE CYLINDER SHOP LLC	224212534463	CYLINDER	BEARING FLYWHEEL R1	322707	08	03	2023	150.00
22		Monticello Carquest Inc.	224212534463	MONTICARQ	HEADLIGHT FL2	322704	08	03	2023	1.38
22		Monticello Carquest Inc.	224212534463	MONTICARQ	FLEX PIPE FL2	322704	08	03	2023	1.38
22		Monticello Carquest Inc.	224212534463	MONTICARQ	WATER PUMP R1	322704	08	03	2023	33.58
22		Monticello Carquest Inc.	224212534463	MONTICARQ	WATER PUMP R1	322704	08	03	2023	149.77
22		Monticello Carquest Inc.	224212534463	MONTICARQ	BATTERY R9	322704	08	03	2023	87.00
22		Monticello Carquest Inc.	224212534463	MONTICARQ	FLOAT TECHMSEH MOWER	322704	08	03	2023	216.45
22		Monticello Carquest Inc.	224212534463	MONTICARQ	HYD HOSE BLK R2	322704	08	03	2023	5.32
22		Monticello Carquest Inc.	224212534463	MONTICARQ	COUPLING RELEASE VAL	322704	08	03	2023	104.14
22		ECB Scheese Welding Co.	224212534463	SCHESER	REPAIR FLAR BAR FL2	322716	08	03	2023	37.58
22		RUB PUBLISHING INC	224212534490	ECBPUB	AD PET PAGE	322690	08	03	2023	400.00
22		GCLMONTICELLO	224212534510	GCLMONTI	PAPER TOWELS & TP	322690	08	03	2023	84.00
22		Beall Tire Company	224212534520	BEALL	TIRE REPAIR	322674	08	03	2023	12.28
22		Mobile Communications	224212534520	MOBILECO	FLEET GPS	322703	08	03	2023	35.00
22		Monticello Carquest Inc.	224212534520	MONTICARQ	ANTIFREEZE/RETURN PU	322704	08	03	2023	314.25
22		Monticello Carquest Inc.	224212534520	MONTICARQ	SEAFOAM AC1	322704	08	03	2023	111.47
22		Monticello Carquest Inc.	224212534520	MONTICARQ	START FLUID CARB CLE	322704	08	03	2023	17.98
22		Pro Chem, Inc.	224212534520	MONTICARQ	PUMP AND SUPPLIES	322704	08	03	2023	13.12
22		First Call Truck Parts	224212534520	FIRSTCAL	DRI-CIDE LEM SOLV GL	322709	08	03	2023	111.47
22		Monticello Carquest Inc.	224212534521	MONTICARQ	BULK DEF	322691	08	03	2023	588.40
22		Jefferson Co. Road Dept.	224212534521	RDDPT	2 CYCLE OIL BULK	322704	08	03	2023	482.80
22		GCLMONTICELLO	224212534522	GCLMONTI	6/23 FLEET FUEL	322712	08	03	2023	50.64
22		GCLMONTICELLO	224212534522	GCLMONTI	HEX WASHERS/EXTENSTO	322694	08	03	2023	8.067.53
22		GCLMONTICELLO	224212534522	GCLMONTI	RACKET SOCKET DRIVER	322694	08	03	2023	42.98
22		GCLMONTICELLO	224212534522	GCLMONTI	RETURN SOCKET DRIVER	322694	08	03	2023	31.06
22		GCLMONTICELLO	224212534522	GCLMONTI	SHOVEL WACISSA	322694	08	03	2023	2.39
22		GCLMONTICELLO	224212534522	GCLMONTI	MOSO ZAPPER & FLY TR	322694	08	03	2023	47.99
22		Monticello Carquest Inc.	224212534522	MONTICARQ	HANDHELD BLOWER WACI	322704	08	03	2023	72.78
22		US Ecology	224212534544	USECOLOG	MADISON/JEFF HAZ CLE	322728	08	03	2023	171.86
				COUNT 102						9.869.80
23	2911	CenturyLink	232911525410	CENTLINK	A#311709776 E911 PHO	322679	08	03	2023	5.172.39
23		CenturyLink	232911525410	CENTLINK	A#311709776 E911 PHO					5.172.52
23		Verizon Wireless	232911525410	VERIZONW	A#52347594300002	322729	08	03	2023	40.27
23		Verizon Wireless	232911525410	VERIZONW	A#52347594300002					40.28
23		Ring Power Corporation*	232911525427	RINGPOWC	C#024325 SERVICE GEN					395.00
				COUNT 5						

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
26	6214	Amazon Business	266214571520	AMAZONBU	CRAFT SUPPLIES LIT A					362.01
				COUNT 1						
28	3211	WILLIAM THOMAS ARTHUR	283211526150	ARTHURTO	TRANSFER SELECT TO V					240.00
28		Nicholas Buzbee	283211526150	BUZBEEI	TRANSFER SELECT TO V					240.00
28		Public Consulting Group	283211526320	PUBLICICO	AFCAP/PEMT PROGRAM					8,875.45
28		State of Florida-DMS	283211526410	DEPTGMT	COUNTY OFFICES EMS	322710	08	03	2023	13.14
28		State of Florida-DMS	283211526410	DEPTGMT	COUNTY OFFICES EMS	322686	08	03	2023	78.84
28		Verizon Wireless	283211526410	VERIZONW	A#84254352900001 EMS	322686	08	03	2023	108.21
28		City of Monticello	283211526430	CITYMONT	A#00050133					43.48
28		Duke Energy	283211526430	DUKE	A#910085423462					16.46
28		Toshiba Financial Service	283211526441	TOSHIBA4	A#0151483084000	322722	08	03	2023	110.00
28		Phoenix Fire Protection	283211526460	PHOENIX	ANAL FIRE SPRINKLER	322708	08	03	2023	300.00
28		Big Bend Tire	283211526463	BIGBENTI	TIRES OLD 3-2	322676	08	03	2023	707.98
28		O'Reilly Automotive, Inc.	283211526463	O'REILLY	CAPSULE FOR 3-1					20.32
28		GCLMONTICELLO	283211526520	GCLMONTI	BATTERIES					57.97
28		GCLMONTICELLO	283211526520	GCLMONTI	FINANCE CHARGE					2.89
28		Jefferson, Co. Road Dept.	283211526520	RDEPT	JULY 2023 EMS FLEET					3,894.28
28		QuadMed, Inc.	283211526522	QUADMED	MEDICAL SUPPLIES					122.88
28		QuadMed, Inc.	283211526522	QUADMED	MEDICAL SUPPLIES					250.54
				COUNT 17						
29	2781	WGLF-FM Gulf 104	292781519340	GULF104	KIWANIS GRANT FOR 5K	322695	08	03	2023	900.00
29		Millstone Institute	292781519340	MILLSTON	2023 FARM TOUR SPONS					1,500.00
29		MONTICELLO OPERA HOUSE	292781519340	MONTTOPE	2023-2024 SEASON BOO					1,500.00
29		Sinclair Broadcast Group	292781519340	SINCLAIR	A#2623000 JOHNSTONS	322718	08	03	2023	231.67
29		Sinclair Broadcast Group	292781519340	SINCLAIR	A#2623000 JOHNSTONS	322718	08	03	2023	213.33
29		Sinclair Broadcast Group	292781519340	SINCLAIR	A#2623000 MONT MILLI	322718	08	03	2023	400.00
29		STAR 98.9	292781519340	STARMBZE	KIWANIS GRANT FOR 5K	322720	08	03	2023	600.00
29		WFSU	292781519340	WFSU	WATERMELON FESTIVAL	322731	08	03	2023	575.00
				COUNT 8						
				FINAL TOTALS						
				COUNT 504						

*** END OF REPORT ***

REPORT DATE 08/11/2023
SYSTEM DATE 08/11/2023
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 1
TIME 15:47:15
USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001		G/L CASH ACCOUNT-011010000		CASH-CHECKING-GEN. FUND				
ABC Maintenance Services	08/17/2023	-	05265	07/12/2023	VR 01081723-136	JCSO A/C EVALUATION	1077.50	.00
CHECK TO VENDOR==>VENDOR ABCMAINT ABC Maintenance Services TOTALS							1077.50	.00
Advanced Business System	08/17/2023	-	426076	07/19/2023	VR 01081723-052	C#CT254801	164.43	.00
Advanced Business System	08/17/2023	-	426241	07/24/2023	VR 01081723-102	C#CT333001	286.41	.00
Advanced Business System	08/17/2023	-	426865	08/02/2023	VR 01081723-042	C#CT332101	146.36	.00
CHECK TO VENDOR==>VENDOR ADVBUSIN Advanced Business Systems TOTALS							597.20	.00
AE ENGINEERING INC	08/17/2023	-	WO#1BSTN	08/01/2023	VR 01081723-125	BOSTON HWY CULVERT HMGP	3790.00	.00
AE ENGINEERING INC	08/17/2023	-	WO#2RDBD	08/01/2023	VR 18081723-128	ROAD BONDS PHASE I/II	29355.00	.00
AE ENGINEERING INC	08/17/2023	-	WO#3HEMP	08/01/2023	VR 01081723-126	HEMINGS POND REPLAT SUB	1922.50	.00
AE ENGINEERING INC	08/17/2023	-	WO#4HEMP	08/01/2023	VR 01081723-127	HEMINGS POND REPLAT SUB	568.75	.00
CHECK TO VENDOR==>VENDOR AEENGINE AE ENGINEERING INC TOTALS							35636.25	.00
Amazon Business	08/17/2023	-	DDPPFG1N	07/26/2023	VR 01081723-057	BOOK CLUB BOOKS	111.00	.00
Amazon Business	08/17/2023	-	FDK1K9LM	07/26/2023	VR 01081723-059	HISTORY OF JEFFERSON CNTY	72.24	.00
Amazon Business	08/17/2023	-	GFXKMMTJ	07/27/2023	VR 01081723-060	APRONS	25.99	.00
Amazon Business	08/17/2023	-	KGLXT114	07/27/2023	VR 01081723-062	DRY ERASE MARKERS	20.63	.00
Amazon Business	08/17/2023	-	MPJLKV7C	07/26/2023	VR 01081723-058	GIANT UNO/TEEN ROOM	41.00	.00
Amazon Business	08/17/2023	-	RPP7C9NI	07/31/2023	VR 01081723-063	PRIZE BOX	82.97	.00
Amazon Business	08/17/2023	-	1HFN6JGP	08/03/2023	VR 01081723-064	COMPUTERS/CIRCULATION DSK	928.62	.00
Amazon Business	08/17/2023	-	34M77LGV	07/25/2023	VR 01081723-056	MASKS	101.94	.00
Amazon Business	08/17/2023	-	4G7RG1QJ	08/04/2023	VR 01081723-065	DVDS FOR COLLECTION	103.56	.00
Amazon Business	08/17/2023	-	7HKXMPF7	07/27/2023	VR 01081723-061	LOLLIPOPS FOR PRIZE BOX	108.37	.00
Amazon Business	08/17/2023	-	7Y9XG7HG	08/04/2023	VR 01081723-066	DVDS FOR COLLECTION	99.83	.00
CHECK TO VENDOR==>VENDOR AMAZONBU Amazon Business TOTALS							1696.15	.00
Apalachee Center	08/17/2023	-	682309	07/07/2023	VR 01081723-144	6/23 CRISIS UNT BAKER ACT	2845.26	.00
Apalachee Center	08/17/2023	-	682309	07/07/2023	VR 01081723-145	6/23 DETOX UNIT MARCHMAN	1401.40	.00
CHECK TO VENDOR==>VENDOR APAMENHE Apalachee Center TOTALS							4246.66	.00
WILLIAM THOMAS ARTHUR	08/17/2023	-	0823SETA	08/07/2023	VR 28081723-079	TRANSFER SELECT TO VA	240.00	.00
CHECK TO VENDOR==>VENDOR ARTHURTO WILLIAM THOMAS ARTHUR TOTALS							240.00	.00
B & B Sporting Goods	08/17/2023	-	42287	05/02/2023	VR 01081723-019	BASEBAKK UNIFORMS	1392.00	.00

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CHECK TO VENDOR==>VENDOR B&SPORT B & B Sporting Goods							TOTALS	1392.00
Big Bend-Eubanks Termite	08/17/2023	-	H1311F	07/26/2023	VR 12081723-069	CDBG GRANT ADMINISTRATION	39000.00	.00
Big Bend-Eubanks Termite	08/17/2023	-	253610	07/13/2023	VR 01081723-005	A#12663 LLOYD WOMANS CLUB	35.00	.00
Big Bend-Eubanks Termite	08/17/2023	-	254053	08/02/2023	VR 01081723-173	A#13572 JCRC 4 RODENT BOX	40.00	.00
Big Bend-Eubanks Termite	08/17/2023	-	254059	08/02/2023	VR 01081723-174	A#8522 COUNTY OFFICES	450.00	.00
Big Bend-Eubanks Termite	08/17/2023	-	254382	07/27/2023	VR 01081723-068	A#13596 YJ RMV INDIAN HIL	200.00	.00
CHECK TO VENDOR==>VENDOR BIGBTERM Big Bend-Eubanks Termite							TOTALS	39725.00
Nicholas Buzbee	08/17/2023	-	0823SENB	08/07/2023	VR 28081723-078	TRANSFER SELECT TO VA	240.00	.00
CHECK TO VENDOR==>VENDOR BUZBEENI Nicholas Buzbee							TOTALS	240.00
Gale/Cengage Learning	08/17/2023	-	81358076	08/02/2023	VR 01081723-055	LARGE PRINT BOOKS	130.55	.00
CHECK TO VENDOR==>VENDOR CENGAGE Gale/Cengage Learning							TOTALS	130.55
CenturyLink	08/17/2023	-	0723E911	07/16/2023	VR 23081723-089	A#311709776 E911 PHONE	5172.52	.00
CenturyLink	08/17/2023	-	0723JCOF	07/16/2023	VR 01081723-155	A#312042207	573.26	.00
CenturyLink	08/17/2023	-	0723JCOF	07/16/2023	VR 01081723-156	A#312042207	82.61	.00
CenturyLink	08/17/2023	-	0723JCOF	07/16/2023	VR 01081723-157	A#312042207	82.62	.00
CenturyLink	08/17/2023	-	0723JCOF	07/16/2023	VR 01081723-158	A#312042207	235.35	.00
CenturyLink	08/17/2023	-	0723JCOF	07/16/2023	VR 01081723-159	A#312042207	328.29	.00
CenturyLink	08/17/2023	-	0723JCOF	07/16/2023	VR 01081723-160	A#312042207	260.44	.00
CenturyLink	08/17/2023	-	0723JCOF	07/16/2023	VR 01081723-161	A#312042207	127.08	.00
CenturyLink	08/17/2023	-	0723JCOF	07/16/2023	VR 01081723-162	A#312042207	17.00	.00
CenturyLink	08/17/2023	-	0723JCOF	07/16/2023	VR 01081723-163	A#312042207	17.00	.00
CenturyLink	08/17/2023	-	0723JCOF	07/16/2023	VR 22081723-164	A#312042207	66.09	.00
CenturyLink	08/17/2023	-	0723RECP	07/23/2023	VR 01081723-165	A#463021743	177.73	.00
CenturyLink	08/17/2023	-	0723SAO	08/01/2023	VR 01081723-167	A#312248787	136.50	.00
CenturyLink	08/17/2023	-	0723SCFL	08/01/2023	VR 01081723-168	A#311120982	60.00	.00
CenturyLink	08/17/2023	-	0823RECP	07/23/2023	VR 01081723-166	A#463021743	177.73	.00
CHECK TO VENDOR==>VENDOR CENTLINK CenturyLink							TOTALS	7514.22
City of Monticello	08/17/2023	-	06230009	07/26/2023	VR 01081723-151	A#00010009	371.74	.00
City of Monticello	08/17/2023	-	06230119	07/26/2023	VR 01081723-018	A#00020119	68.01	.00
City of Monticello	08/17/2023	-	06230133	07/26/2023	VR 19081723-146	A#00050133	43.48	.00
City of Monticello	08/17/2023	-	06230133	07/26/2023	VR 28081723-147	A#00050133	43.48	.00
City of Monticello	08/17/2023	-	06230150	07/26/2023	VR 01081723-152	A#00010150	28.13	.00
City of Monticello	08/17/2023	-	06230166	07/26/2023	VR 01081723-150	A#00010166	213.49	.00
City of Monticello	08/17/2023	-	06230215	07/26/2023	VR 01081723-149	A#00010215	55.11	.00
City of Monticello	08/17/2023	-	06230392	07/26/2023	VR 01081723-153	A#00010392	48.88	.00
City of Monticello	08/17/2023	-	06230409	07/26/2023	VR 01081723-148	A#00010409	183.44	.00
CHECK TO VENDOR==>VENDOR CITYMONT City of Monticello							TOTALS	1055.76
Clock Service Company	08/17/2023	-	JCCT0823	08/03/2023	VR 01081723-141	REPAIR EAST DIAL SHAFT	450.00	.00

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CHECK TO VENDOR==>VENDOR CLOCKSER Clock Service Company							TOTALS	
Corrine's Winner Center	08/17/2023	-	2023BBTR	07/19/2023	VR 01081723-023	BASEBALL TROPHIES	450.00	.00
CHECK TO VENDOR==>VENDOR CORRINES Corrine's Winner Center							TOTALS	
State of Florida-DMS	08/17/2023	-	2U9857	05/18/2023	VR 01081723-012	A#215-8844 SAO PHONE	90.00	.00
State of Florida-DMS	08/17/2023	-	2V5425	06/15/2023	VR 01081723-013	A#215-8844 SAO PHONE	141.30	.00
State of Florida-DMS	08/17/2023	-	2W0900	07/18/2023	VR 01081723-014	A#215-8844 SAO PHONE CRD	100.11	.00
CHECK TO VENDOR==>VENDOR DEPTMGMT State of Florida-DMS							TOTALS	
Dollywood Foundation	08/17/2023	-	09232623	08/08/2023	VR 01081723-054	A#FLJEFFERSON IMAGINE LBR	115.85	.00
CHECK TO VENDOR==>VENDOR DOLLYWOO Dollywood Foundation							TOTALS	
Duke Energy	08/17/2023	-	0723ARTS	08/04/2023	VR 01081723-121	A#910085448974	115.85	.00
Duke Energy	08/17/2023	-	0723EMSL	08/04/2023	VR 28081723-123	A#910085423462	527.13	.00
Duke Energy	08/17/2023	-	0723EXT	07/25/2023	VR 01081723-040	A#930000014564	16.46	.00
Duke Energy	08/17/2023	-	0723FRSL	08/04/2023	VR 19081723-122	A#910085423462	1201.08	.00
Duke Energy	08/17/2023	-	0723HSHS	07/24/2023	VR 01081723-117	A#910085448693	16.45	.00
Duke Energy	08/17/2023	-	0723JCCM	08/04/2023	VR 01081723-120	A#910085448106	31.15	.00
Duke Energy	08/17/2023	-	0723LIFT	07/24/2023	VR 01081723-118	A#910085449644	32.91	.00
Duke Energy	08/17/2023	-	0723WSR	07/31/2023	VR 01081723-119	A#910085450043	30.79	.00
CHECK TO VENDOR==>VENDOR DUKE Duke Energy							TOTALS	
ECB PUBLISHING INC	08/17/2023	-	26819	05/19/2023	VR 01081723-169	LIBRARY YEARLY SUBSCRIPTN	1910.84	.00
ECB PUBLISHING INC	08/17/2023	-	27195	07/19/2023	VR 01081723-020	ADS	60.00	.00
ECB PUBLISHING INC	08/17/2023	-	27289	08/02/2023	VR 01081723-021	ADS	55.00	.00
ECB PUBLISHING INC	08/17/2023	-	27291	08/02/2023	VR 01081723-001	REDISTRICTING ADS	55.94	.00
CHECK TO VENDOR==>VENDOR ECBPUB ECB PUBLISHING INC							TOTALS	
EVERGREEN SOLUTIONS LLC	08/17/2023	-	11444	07/27/2023	VR 01081723-006	PAY/CLASSIFICATION STUDY	313.92	.00
CHECK TO VENDOR==>VENDOR EVERSOL EVERGREEN SOLUTIONS LLC							TOTALS	
Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-103	9/23 JANITORIAL SOE	2937.50	.00
Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-104	9/23 JANITORIAL SAO	260.00	.00
Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-105	9/23 JANITORIAL PUB DEF	948.00	.00
Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-106	9/23 JANITORIAL	545.00	.00
Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-107	9/23 JANITORIAL PROP APPR	1195.00	.00
Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-108	9/23 JANITORIAL TAX COLLE	913.00	.00
Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-109	9/23 JANITORIAL PROBATION	752.00	.00
Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-110	9/23 JANITORIAL ANNEX	93.33	.00
Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-111	9/23 JANITORIAL PUB REST	563.30	.00
							193.50	.00

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Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-112	9/23 JANITORIAL HEALTH DP		
Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-113	9/23 JANITORIAL PLANNING	1725.00	.00
Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-114	9/23 JANITORIAL BUILDING	200.00	.00
Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-115	9/23 JANITORIAL LIBRARY	200.00	.00
Ricardo Fadell	08/17/2023	-	230901JB	08/01/2023	VR 01081723-116	9/23 JANITORIAL ANNEX DRS	1300.00	.00
CHECK TO VENDOR==>VENDOR FADELLRI Ricardo Fadell							125.00	.00
TOTALS							9013.13	.00
GREAT AMERICA FINANCIAL	08/17/2023	-	34573863	07/31/2023	VR 01081723-135	A#0031868373000		
GREAT AMERICA FINANCIAL	08/17/2023	-	34599533	08/03/2023	VR 01081723-171	A#0031841366000	271.00	.00
CHECK TO VENDOR==>VENDOR GAFS GREAT AMERICA FINANCIAL							161.00	.00
TOTALS							432.00	.00
GCLMONTICELLO	08/17/2023	-	0723FC	07/25/2023	VR 28081723-084	FINANCE CHARGE		
GCLMONTICELLO	08/17/2023	-	140850	07/11/2023	VR 01081723-033	PLUMBING	2.89	.00
GCLMONTICELLO	08/17/2023	-	140942	07/12/2023	VR 01081723-034	PLUMBING	32.02	.00
GCLMONTICELLO	08/17/2023	-	141157	07/17/2023	VR 01081723-035	CLEANERS	19.99	.00
GCLMONTICELLO	08/17/2023	-	141412	07/20/2023	VR 01081723-036	BOLTS	25.46	.00
GCLMONTICELLO	08/17/2023	-	141651	07/25/2023	VR 01081723-037	BOLTS	8.48	.00
GCLMONTICELLO	08/17/2023	-	141727	07/26/2023	VR 01081723-038	SPRAYER	2.82	.00
GCLMONTICELLO	08/17/2023	-	141961	07/31/2023	VR 28081723-083	BATTERIES	95.99	.00
GCLMONTICELLO	08/17/2023	-	141997	07/31/2023	VR 01081723-039	PEST CONTROL	57.97	.00
CHECK TO VENDOR==>VENDOR GCLMONTI GCLMONTICELLO							10.48	.00
TOTALS							256.10	.00
HiTouch Business Service	08/17/2023	-	95858401	07/18/2023	VR 01081723-170	KLEENEX		
CHECK TO VENDOR==>VENDOR HITOUCH HiTouch Business Services							69.73	.00
TOTALS							69.73	.00
Howdys Rent A Toilet	08/17/2023	-	680893	07/28/2023	VR 01081723-143	WACISSA RIVER PORTALETS	288.00	.00
CHECK TO VENDOR==>VENDOR HOWDYS Howdys Rent A Toilet								
TOTALS							288.00	.00
IFS BUSINESS INTERIORS	08/17/2023	-	11918	07/19/2023	VR 01081723-124	C#230001T COURTROOM CHAIR		
CHECK TO VENDOR==>VENDOR IFSBUS IFS BUSINESS INTERIORS							3467.00	.00
TOTALS							3467.00	.00
Ingram Library Services	08/17/2023	-	76998028	07/25/2023	VR 01081723-044	BOOKS		
Ingram Library Services	08/17/2023	-	77016121	07/26/2023	VR 01081723-045	BOOKS	122.67	.00
Ingram Library Services	08/17/2023	-	77016122	07/26/2023	VR 01081723-046	BOOKS	18.42	.00
Ingram Library Services	08/17/2023	-	77016123	07/26/2023	VR 01081723-047	BOOKS	163.75	.00
Ingram Library Services	08/17/2023	-	77016124	07/26/2023	VR 01081723-048	BOOKS	29.33	.00
Ingram Library Services	08/17/2023	-	77129871	08/02/2023	VR 01081723-049	BOOKS	187.29	.00
Ingram Library Services	08/17/2023	-	77129872	08/02/2023	VR 01081723-050	BOOKS	20.93	.00
Ingram Library Services	08/17/2023	-	77129873	08/02/2023	VR 01081723-051	BOOKS	10.41	.00
CHECK TO VENDOR==>VENDOR INGRAM Ingram Library Services							222.33	.00
TOTALS							775.13	.00

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Jeff.Co. Clerk of Courts	08/17/2023	-	FY23RQ11	08/01/2023	VR 01081723-130	AUGUST 2023 BUDGET	36000.00	.00
CHECK TO VENDOR==>VENDOR JEFCLERK Jeff.Co. Clerk of Courts TOTALS							36000.00	.00
Jefferson Community Wate	08/17/2023	-	07231800	07/31/2023	VR 01081723-043 A#0201800	290 HALL RD	80.11	.00
Jefferson Community Wate	08/17/2023	-	07232000	07/31/2023	VR 01081723-140 A#0212000	9941 S SALT RD	38.50	.00
CHECK TO VENDOR==>VENDOR JEFFCOMM Jefferson Community Water TOTALS							118.61	.00
Jeff Cnty Sheriff's Offi	08/17/2023	-	FY23RQ11	08/01/2023	VR 14081723-072	AUGUST 2023 BUDGET FY23	405850.17	.00
Jeff Cnty Sheriff's Offi	08/17/2023	-	FY24Q1SA	07/01/2023	VR 14081723-071	7-9/23 SALARY ASSIST FY24	85703.50	.00
CHECK TO VENDOR==>VENDOR JEFFCOSH Jeff Cnty Sheriff's Offic TOTALS							491553.67	.00
Jefferson Co. Tax Coll.	08/17/2023	-	TRNF0126	03/21/2023	VR 01081723-015	TRANSFER TITLE P#TH7993	144.05	.00
Jefferson Co. Tax Coll.	08/17/2023	-	TRNF1305	04/14/2023	VR 01081723-016	TRANSFER TITLE P#TJ2954	102.55	.00
CHECK TO VENDOR==>VENDOR JEFFCOTX Jefferson Co. Tax Coll. TOTALS							246.60	.00
LINDSEY R LONG	08/17/2023	-	60600595	08/02/2023	VR 01081723-008	POSTAGE RECEIPT	97.14	.00
CHECK TO VENDOR==>VENDOR LONGLR LINDSEY R LONG TOTALS							97.14	.00
CenturyLink	08/17/2023	-	48688429	07/16/2023	VR 01081723-011 A#91487806		431.70	.00
CHECK TO VENDOR==>VENDOR LUMEN CenturyLink TOTALS							431.70	.00
L3HARRIS TECHNOLOGIES IN	08/17/2023	-	93413257	07/19/2023	VR 14081723-070	MAY-JULY ACCESS FEE	4662.00	.00
CHECK TO VENDOR==>VENDOR L3HARRIS L3HARRIS TECHNOLOGIES INC TOTALS							4662.00	.00
LANCE MAXWELLL PLUMBING.	08/17/2023	-	153001	08/03/2023	VR 01081723-004	PUBLIC RESTROOM REPAIRS	685.00	.00
CHECK TO VENDOR==>VENDOR MAXWELLL LANCE MAXWELLL PLUMBING.I TOTALS							685.00	.00
Millstone Institute	08/17/2023	-	23FARMTR	08/04/2023	VR 29081723-088	2023 FARM TOUR SPONSORSH	1500.00	.00
CHECK TO VENDOR==>VENDOR MILLSTON Millstone Institute TOTALS							1500.00	.00
Monticello Carquest Inc.	08/17/2023	-	38281995	07/06/2023	VR 01081723-026	OIL	21.50	.00
Monticello Carquest Inc.	08/17/2023	-	38282341	07/11/2023	VR 01081723-027	SHARPEN CHAIN	10.00	.00
Monticello Carquest Inc.	08/17/2023	-	38282760	07/17/2023	VR 01081723-030	FILTER & PUMP	27.78	.00
Monticello Carquest Inc.	08/17/2023	-	38282765	07/17/2023	VR 01081723-028	GASKET	4.22	.00
Monticello Carquest Inc.	08/17/2023	-	38282775	07/17/2023	VR 01081723-029	GASKETS	10.73	.00
Monticello Carquest Inc.	08/17/2023	-	38282856	07/18/2023	VR 01081723-031	BLADES	46.68	.00
Monticello Carquest Inc.	08/17/2023	-	38282944	07/19/2023	VR 01081723-032	HYDRAULIC FLUID	63.99	.00
Monticello Carquest Inc.	08/17/2023	-	3828309R	07/21/2023	VR 22081723-053	PUMP AND SUPPLIES	111.47	.00

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Monticello Carquest Inc.	08/17/2023	-	38283831	07/31/2023	VR 19081723-073	BATTERY FOR T-1	509.37	.00
CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc. TOTALS							805.74	.00
MONTICELLO OPERA HOUSE	08/17/2023	-	FY24SBAD	08/01/2023	VR 29081723-087	2023-2024 SEASON BOOK AD	1000.00	.00
CHECK TO VENDOR==>VENDOR MONTIOPE MONTICELLO OPERA HOUSE TOTALS							1000.00	.00
Moran & Smith LLP	08/17/2023	-	2022ADT4	08/07/2023	VR 01081723-007	2022 AUDIT FINAL BILL	5000.00	.00
CHECK TO VENDOR==>VENDOR MORAN&SM Moran & Smith LLP TOTALS							5000.00	.00
Mowrey Elevator Co. of F	08/17/2023	-	852833	06/01/2023	VR 01081723-137	JUNE 2023 MONTHLY MAINT	207.33	.00
Mowrey Elevator Co. of F	08/17/2023	-	857785	07/01/2023	VR 01081723-138	JULY 2023 MONTHLY MAINT	207.33	.00
Mowrey Elevator Co. of F	08/17/2023	-	862778	08/01/2023	VR 01081723-139	AUG 2023 MONTHLY MAINT	207.33	.00
CHECK TO VENDOR==>VENDOR MOWREYEL Mowrey Elevator Co. of FL TOTALS							621.99	.00
Nabors Giblin & Nickerso	08/17/2023	-	07233057	08/03/2023	VR 01081723-010	7/23 HOMESTEAD BARN CV	4572.15	.00
CHECK TO VENDOR==>VENDOR NABORSGL Nabors Giblin & Nickerson TOTALS							4572.15	.00
Odom's Lawn Care & Tree	08/17/2023	-	133	07/31/2023	VR 01081723-024	REMOVE DEAD TREE	600.00	.00
CHECK TO VENDOR==>VENDOR ODOMLAWN Odom's Lawn Care & Tree TOTALS							600.00	.00
ODP BUSINESS SOLUTIONS,L	08/17/2023	-	27416180	07/31/2023	VR 01081723-009	OFFICE SUPPLIES	194.07	.00
CHECK TO VENDOR==>VENDOR ODPBUSIN ODP BUSINESS SOLUTIONS,LL TOTALS							194.07	.00
O'Reilly Automotive, Inc	08/17/2023	-	75175408	08/01/2023	VR 28081723-080	CAPSULE FOR 3-1	20.32	.00
CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc. TOTALS							20.32	.00
Potty Man Portables	08/17/2023	-	109208	04/24/2023	VR 01081723-074	LIBRARY HAND WASH STATION	125.00	.00
Potty Man Portables	08/17/2023	-	109629	05/22/2023	VR 01081723-075	LIBRARY HAND WASH STATION	125.00	.00
Potty Man Portables	08/17/2023	-	110067	06/19/2023	VR 01081723-076	LIBRARY HAND WASH STATION	125.00	.00
Potty Man Portables	08/17/2023	-	110468	07/17/2023	VR 01081723-077	LIBRARY HAND WASH STATION	125.00	.00
CHECK TO VENDOR==>VENDOR POTTYSMAN Potty Man Portables TOTALS							500.00	.00
Quadient Leasing USA Inc	08/17/2023	-	10038280	07/19/2023	VR 01081723-142	A#00777345 POSTAGE MACHIN	349.25	.00
CHECK TO VENDOR==>VENDOR QUADLEAS Quadient Leasing USA Inc TOTALS							349.25	.00
QuadMed, Inc.	08/17/2023	-	239460	07/24/2023	VR 28081723-082	MEDICAL SUPPLIES	250.54	.00
QuadMed, Inc.	08/17/2023	-	239461	07/24/2023	VR 28081723-081	MEDICAL SUPPLIES	122.88	.00

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CHECK TO VENDOR==>VENDOR QUADMED QuadMed, Inc.						TOTALS	373.42	.00
Jefferson Co. Road Dept.	08/17/2023	-	0723JCBD	08/01/2023	VR 01081723-002	JULY 2023 BUILDING FUEL	259.01	.00
Jefferson Co. Road Dept.	08/17/2023	-	0723JCEO	08/01/2023	VR 01081723-041	7/23 EXT OFFICE FUEL	786.59	.00
Jefferson Co. Road Dept.	08/17/2023	-	0723JCFR	08/01/2023	VR 19081723-086	JULY 2023 FIRE FLEET FUEL	804.77	.00
Jefferson Co. Road Dept.	08/17/2023	-	0723JCFR	08/01/2023	VR 28081723-085	JULY 2023 EMS FLEET FUEL	3894.28	.00
Jefferson Co. Road Dept.	08/17/2023	-	0723JCMQ	08/01/2023	VR 01081723-067	7/23 MOSQ CNTRL FUEL	432.81	.00
Jefferson Co. Road Dept.	08/17/2023	-	0723JCRP	08/01/2023	VR 01081723-017	7/23 REC PARK FUEL	575.41	.00
CHECK TO VENDOR==>VENDOR RDDEPT Jefferson Co. Road Dept.						TOTALS	6752.87	.00
Register's Mini Storage	08/17/2023	-	08012023	07/28/2023	VR 01081723-132	8/23 RENT UNITS B17 21-22	225.00	.00
CHECK TO VENDOR==>VENDOR REGISTMI Register's Mini Storage						TOTALS	225.00	.00
Ring Power Corporation*	08/17/2023	-	E8933471	07/31/2023	VR 23081723-090	C#024325 SERVICE GENERATR	395.00	.00
CHECK TO VENDOR==>VENDOR RINGPOWC Ring Power Corporation*						TOTALS	395.00	.00
Keith Roddenberry	08/17/2023	-	100244	07/28/2023	VR 01081723-129	LAWN CARE/MOWING	50.00	.00
CHECK TO VENDOR==>VENDOR RODDENBE Keith Roddenberry						TOTALS	50.00	.00
Royal Mini Storage, Inc.	08/17/2023	-	08012023	07/28/2023	VR 01081723-133	8/23 RENT UNIT#47	110.00	.00
CHECK TO VENDOR==>VENDOR ROYALMIN Royal Mini Storage, Inc.						TOTALS	110.00	.00
Wes Rushing	08/17/2023	-	0723UMP	07/25/2023	VR 01081723-025	UMPIRE SERVICES THRU 7/23	360.00	.00
CHECK TO VENDOR==>VENDOR RUSHINGW Wes Rushing						TOTALS	360.00	.00
Sonitrol of Tallahassee	08/17/2023	-	493432	07/25/2023	VR 01081723-154	A#R1M603291 SAO MAINT/ACC	104.00	.00
CHECK TO VENDOR==>VENDOR SONITROL Sonitrol of Tallahassee						TOTALS	104.00	.00
SOUTHEASTERN CONSULTING	08/17/2023	-	9985	07/31/2023	VR 01081723-003	CASA BIANCA INSPECTION	36000.00	.00
CHECK TO VENDOR==>VENDOR SOUTHEAS SOUTHEASTERN CONSULTING						TOTALS	36000.00	.00
Supervisor of Elections	08/17/2023	-	FY23RQ12	08/01/2023	VR 01081723-131	SEPTEMBER 2023 BUDGET	37964.62	.00
CHECK TO VENDOR==>VENDOR SUPERVIS Supervisor of Elections						TOTALS	37964.62	.00
Talquin Portable Restroo	08/17/2023	-	2377419	07/26/2023	VR 01081723-022	PORTALET RENTAL	350.00	.00
CHECK TO VENDOR==>VENDOR TALQUINR Talquin Portable Restroom						TOTALS	350.00	.00
Thomson West	08/17/2023	-	48712847	08/01/2023	VR 14081723-172	LAW LIBRARY SUNSCRIPTION	612.00	.00

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CHECK TO VENDOR==>VENDOR THOMSONW Thomson West						TOTALS	612.00	.00
UniFirst Corporation	08/17/2023	-	50031902	07/27/2023	VR 01081723-134	C#1311916 BATHROOM SUPPLY	161.55	.00
CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation						TOTALS	161.55	.00
Verizon Wireless	08/17/2023	-	39310542	07/10/2023	VR 23081723-091	A#523475943000002	40.28	.00
Verizon Wireless	08/17/2023	-	40312149	07/23/2023	VR 01081723-092	A#222501100000001 JCEO	51.34	.00
Verizon Wireless	08/17/2023	-	40312149	07/23/2023	VR 01081723-093	A#222501100000001 REC PARK	51.60	.00
Verizon Wireless	08/17/2023	-	40312149	07/23/2023	VR 22081723-094	A#222501100000001 SOLID WS	102.68	.00
Verizon Wireless	08/17/2023	-	40416671	07/23/2023	VR 01081723-098	A#842543529000001 BUILDING	88.32	.00
Verizon Wireless	08/17/2023	-	40416671	07/23/2023	VR 01081723-099	A#842543529000001 JCEO	36.07	.00
Verizon Wireless	08/17/2023	-	40416671	07/23/2023	VR 01081723-100	A#842543529000001 BOCC	60.90	.00
Verizon Wireless	08/17/2023	-	40416671	07/23/2023	VR 01081723-101	A#842543529000001 CTY MNGR	40.28	.00
Verizon Wireless	08/17/2023	-	40416671	07/23/2023	VR 19081723-096	A#842543529000001 FIRE	108.21	.00
Verizon Wireless	08/17/2023	-	40416671	07/23/2023	VR 22081723-095	A#842543529000001 SOLID WS	155.43	.00
Verizon Wireless	08/17/2023	-	40416671	07/23/2023	VR 28081723-097	A#842543529000001 EMS	108.21	.00
CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless						TOTALS	843.32	.00
CASH ACCOUNT # 011010000						TOTALS	747292.94	.00
BANK ACCOUNT # 0101001611						TOTALS	747292.94 ✓	.00

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008		G/L CASH ACCOUNT-111010000		CASH-CHECKING-CO TRANS				
AG-PRO Companies	08/17/2023	-	P64624	08/02/2023	VR 11081723-004	SENSOR SWITCH #37	120.27	.00
		CHECK TO VENDOR==>VENDOR AGPRO		AG-PRO Companies	TOTALS		120.27	.00
Beard Equipment Company	08/17/2023	-	1823864	07/31/2023	VR 11081723-013	DURAMAX BLADES #87 & #112	954.12	.00
		CHECK TO VENDOR==>VENDOR BEARD		Beard Equipment Company	TOTALS		954.12	.00
Big Bend Tire	08/17/2023	-	1606178	07/20/2023	VR 11081723-025	TIRES/ALIGNMENT #58	566.60	.00
		CHECK TO VENDOR==>VENDOR BIGBENTI		Big Bend Tire	TOTALS		566.60	.00
Cintas	08/17/2023	-	62508697	07/25/2023	VR 11081723-028	P#19616374 UNIFORM RENTAL	107.09	.00
Cintas	08/17/2023	-	63216134	08/01/2023	VR 11081723-029	P#19616374 UNIFORM RENTAL	107.09	.00
		CHECK TO VENDOR==>VENDOR CINTAS		Cintas	TOTALS		214.18	.00
City of Monticello	08/17/2023	-	06230479	07/26/2023	VR 11081723-023	A#00050479 MQ HYDRANT	31.57	.00
		CHECK TO VENDOR==>VENDOR CITYMONT		City of Monticello	TOTALS		31.57	.00
Crystal Springs	08/17/2023	-	66072523	07/25/2023	VR 11081723-015	A#671493115070266 WATER	93.94	.00
		CHECK TO VENDOR==>VENDOR CRYSTALS		Crystal Springs	TOTALS		93.94	.00
DoorKing INC	08/17/2023	-	2072379	08/03/2023	VR 11081723-006	DKS CELLULAR MONTHLY SERV	45.00	.00
		CHECK TO VENDOR==>VENDOR DOORKING		DoorKing INC	TOTALS		45.00	.00
Duke Energy	08/17/2023	-	0623RDDP	07/28/2023	VR 11081723-001	A#930000014176	1032.12	.00
		CHECK TO VENDOR==>VENDOR DUKE		Duke Energy	TOTALS		1032.12	.00
ELI ROBERTS & SONS	08/17/2023	-	428539	07/27/2023	VR 11081723-018	NON-ETHONAL	575.47	.00
ELI ROBERTS & SONS	08/17/2023	-	432836	07/28/2023	VR 11081723-016	DIESEL	13513.04	.00
ELI ROBERTS & SONS	08/17/2023	-	432837	07/28/2023	VR 11081723-017	UNLEADED	12673.68	.00
		CHECK TO VENDOR==>VENDOR ELIROB		ELI ROBERTS & SONS	TOTALS		26762.19	.00
Everite Time & Equipment	08/17/2023	-	27049	05/09/2023	VR 11081723-020	REPAIR GATE ENTRY CONTROL	125.00	.00
Everite Time & Equipment	08/17/2023	-	27480	08/03/2023	VR 11081723-019	GATE KEYPAD CONTR/SOFTWAR	4705.00	.00
		CHECK TO VENDOR==>VENDOR EVERITE		Everite Time & Equipment	TOTALS		4830.00	.00
Jones Welding & Industri	08/17/2023	-	00662480	07/31/2023	VR 11081723-014	MONTHLY CYLINDER RENTAL	106.33	.00

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CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria TOTALS							106.33	.00
Keaton Tire Repair	08/17/2023	-	96140	07/26/2023	VR 11081723-027	SERVICE CALL TUBE #37	403.12	.00
CHECK TO VENDOR==>VENDOR KEATONTI Keaton Tire Repair TOTALS							403.12	.00
Mobile Communications	08/17/2023	-	70033611	06/01/2023	VR 11081723-010	MONTHLY SERVICE GPS	523.75	.00
Mobile Communications	08/17/2023	-	70036308	08/01/2023	VR 11081723-005	MONTHLY SERVICE GPS	523.75	.00
CHECK TO VENDOR==>VENDOR MOBILECO Mobile Communications TOTALS							1047.50	.00
Monticello Carquest Inc.	08/17/2023	-	38283569	07/27/2023	VR 11081723-011	BATTERY #103	509.37	.00
Monticello Carquest Inc.	08/17/2023	-	38283876	07/31/2023	VR 11081723-012	TAPE/SOLDER/CUTTER/TORCH	47.85	.00
CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc. TOTALS							557.22	.00
Ring Power Corporation*	08/17/2023	-	C8906258	07/21/2023	VR 11081723-024	REPAIR #78	3379.24	.00
CHECK TO VENDOR==>VENDOR RINGPOWC Ring Power Corporation* TOTALS							3379.24	.00
TNT SUPERCENTER	08/17/2023	-	E03331	07/31/2023	VR 11081723-007	2023 BUSHHOG MOWER	24999.00	.00
TNT SUPERCENTER	08/17/2023	-	E03331	07/31/2023	VR 11081723-008	2023 GRAVELY PRO-TURN MOW	11868.66	.00
TNT SUPERCENTER	08/17/2023	-	E03331	07/31/2023	VR 11081723-009	DELIVERY FEE	75.00	.00
CHECK TO VENDOR==>VENDOR TENTSUPER TNT SUPERCENTER TOTALS							36942.66	.00
TRACTOR SUPPLY COMPANY	08/17/2023	-	572751	06/29/2023	VR 11081723-026	PLYER/CUTTER/CUT WHEEL#37	43.96	.00
CHECK TO VENDOR==>VENDOR TRACTORS TRACTOR SUPPLY COMPANY TOTALS							43.96	.00
TRI-COUNTY ELECTRIC COOP	08/17/2023	-	07239001	07/21/2023	VR 11081723-022	A#72001059001 N SALT	30.77	.00
TRI-COUNTY ELECTRIC COOP	08/17/2023	-	07239006	07/28/2023	VR 11081723-002	A#720010559006 EL DESTINO	30.77	.00
TRI-COUNTY ELECTRIC COOP	08/17/2023	-	07239012	07/21/2023	VR 11081723-021	A#72001059012 HWY 90/SALT	30.77	.00
TRI-COUNTY ELECTRIC COOP	08/17/2023	-	07239014	07/28/2023	VR 11081723-003	A#720010590147 GAMBLE/CAP	331.37	.00
CHECK TO VENDOR==>VENDOR TRICOUNT TRI-COUNTY ELECTRIC COOPE TOTALS							423.68	.00
Verizon Wireless	08/17/2023	-	40312149	07/23/2023	VR 11081723-030	A#222501100000001 ROAD	156.74	.00
Verizon Wireless	08/17/2023	-	40416671	07/23/2023	VR 11081723-031	A#842543529000001 ROAD	21.15	.00
CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless TOTALS							177.89	.00
CASH ACCOUNT # 111010000						TOTALS	77731.59	.00
BANK ACCOUNT # 0101006511						TOTALS	77731.59	.00

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CASH CODE-13013		G/L CASH ACCOUNT-261010000				FMB-JEFF CO LITERACY ALLI		
Amazon Business	08/17/2023	-	1XQQF4XC	07/31/2023	VR 26081723-001	CRAFT SUPPLIES LIT ALLIAN	362.01	.00
		CHECK TO VENDOR==>	VENDOR AMAZONBU	Amazon Business		TOTALS	362.01	.00
			CASH ACCOUNT # 261010000			TOTALS	362.01	.00
			BANK ACCOUNT # 180384001			TOTALS	362.01 ✓	.00
						FINAL REPORT TOTALS	825386.54 ✓	.00

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SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

SELECT CRITERIA: DUE DATE 08/17/2023 TO 08/17/2023
VENDOR
VOUCHER 001 TO 99999999
CASH CODE 01001 08008 13013

INCLUDE DORMANT CREDIT MEMOS?...: Y

END OF REPORT

KATHLEEN PASSIDOMO
President of the Senate

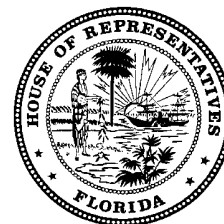


Senator Jason Brodeur
Senator Tracie Davis
Senator Nick DiCeglie
Senator Corey Simon

THE FLORIDA LEGISLATURE
JOINT LEGISLATIVE AUDITING COMMITTEE

Senator Jason Pizzo, Alternating Chair
Representative Mike Caruso, Alternating Chair

PAUL RENNER
Speaker of the House



Representative Daniel Alvarez, Sr.
Representative Christopher Benjamin
Representative Peggy Gossett-Seidman
Representative Dianne Hart
Representative Vicki Lopez

July 7, 2023

The Honorable Chris Tuten, Chair
Jefferson County Board of County Commissioners
1 Courthouse Circle
Monticello, FL 32344

RESPONSE REQUIRED – REPEAT AUDIT FINDINGS

Dear Chair Tuten:

You are receiving this letter as the Chair of the Jefferson County Board of County Commissioners based on the most current public records available to our office. If you no longer hold this position, please forward this letter to the current Chair.

Section 218.39(8), *Florida Statutes*, requires the Auditor General to notify the Joint Legislative Auditing Committee (Committee) when a county entity has failed to correct an audit finding that has been reported in three successive audit reports. The Committee may then require the county entity to provide a written explanation of the status of corrective action that has been taken. If the explanation is either not provided or determined to be not sufficient, the Committee may require the chair of the board of county commissioners to appear before the Committee.

On January 19, 2023, the Committee adopted a motion to direct the Jefferson County Board of County Commissioners (Commission) to provide a written explanation of the status of corrective action that has been taken (Response) to the Committee. For each audit finding that was reported in the FY 2020-21 audit report and also in the two preceding audit reports, the Response should either explain why full corrective action has not been taken or, if the governing body intends to take full corrective action, describe the corrective action to be taken and when it will occur. Please see the enclosure for the audit findings that require a Response.

You may access this audit report from the Auditor General's website (<https://FLauditor.gov>). Select "Reports" and then "Reports Submitted to the Auditor General." At the bottom of the page, under the heading "Reports Submitted by Entity Type," select 'Counties,' and then select 'Jefferson' and the report for the 'FY 2020-21 fiscal year.'

Certain other audit findings have been reported to the Committee that relate to areas that may never be fully resolved due to limited staff and resources of a small entity. However, the Committee approved to waive a written Response

Kathryn H. DuBose, Coordinator
111 West Madison Street, Room 876, Claude Pepper Building, Tallahassee, Florida 32399-1400
Telephone (850) 487-4110 Fax (850) 922-5667
jlac@leg.state.fl.us

for such findings that were also included in the FY 2020-21 audit report because your office previously provided a detailed response relating to those findings.

The following guidance is provided to assist you in your Response:

- If any of the audit findings have been corrected and were not included in the audit report for FY 2021-22, please indicate such in the required Response.
- If any of the audit findings have not been corrected, please explain the corrective action(s) being taken to resolve the audit findings. While we understand that the audit report referenced in this letter contained a written response to the findings included in the audit report, we are requesting a Response with an updated status of the corrective action(s) being taken. Please do not provide just a copy of the written response from your 2020-21 fiscal year audit report.

Please provide the written Response by August 18, 2023. You may address it to The Honorable Jason Pizzo, Chair, Joint Legislative Auditing Committee, and send it to the Committee's office using one of the following methods:

E-mail: jlac@leg.state.fl.us

Fax: 850-922-5667

Mail: 111 W. Madison St., Rm. 876; Tallahassee, FL 32399-1400

Please note that your Response will be posted on the Committee's website.

Thank you for your cooperation.

Best regards,



Senator Jason Pizzo
Chair



Representative Michael Caruso
Vice Chair

Enclosure

cc sent by email: Shannon Metty, County Manager
Kirk Reams, Clerk of Court & Comptroller

Jefferson County Board of County Commissioners (Enclosure)

CPA Firm Audit Report	
Fiscal Year	Finding Number/Finding Description/PDF Page Number(s)
FY 2020-21	<u>Board 2015-001 - Grant Accounting</u> : Some grant transactions were recorded on a cash basis instead of the accrual basis of accounting. As a result, adjustments were necessary to properly match revenues with expenditures. Certain receivables, deferrals, and payables were not recorded on a timely basis. The auditors recommend that accrual basis accounting be followed to accurately record grant revenues and expenditures in the proper period, and account balances be reviewed for proper cutoff and correct period of recognition, including grant receivables, accounts payable, and deferred income. The auditors further recommend that the County seek assistance from an accounting professional to work with existing staff and provide accounting guidance and oversight. (See PDF Page 79)
	<u>Board 2018-001 - County Budget</u> : The County's budget was not prepared on a basis consistent with how the financial statements are prepared and does not include budgets for the Constitutional officers that is consistent with their actual results. The Board's final adopted budget does not contain sufficient detail at the fund level and fails to account for significant amounts of lease purchases made. In addition, capital outlay and debt payments are not budgeted correctly, and several funds are not budgeted at all. Also, the County does not have a detailed budget of consistent detail to make a budget versus actual computation for each fund, and overspent the current fiscal year budget in several funds. The auditors recommend that the County adopt a budget in sufficient detail to include all actual funds being used to record transactions including all Constitutional officers. The auditors further recommend that the budget be entered into the accounting system to enable the Board to monitor actual versus budget comparisons on monthly basis. (See PDF Page 78)



KIRK REAMS

Jefferson County
Clerk of Court & CFO

1 Courthouse Circle
Monticello, FL 32344
(850) 342-0218
Fax (850) 342-0222

August 1, 2023

The Honorable Jason Pizzo, Chair
Joint Legislative Auditing Committee
The Florida Legislature
111 West Madison Street, Room 876
Tallahassee, Florida 32399-1400

RE: Letter Dated July 7, 2023

Dear Chair Pizzo,

Please accept this as a formal reply to your letter dated July 7, 2023, regarding two audit findings from County Fiscal Year (CFY) 2020-2021. You requested an update on the corrective action taken to address Findings 2015-001 and 2018-001 listed in the letter.

Finding 2015-001 has been remedied and is not in the CFY 2021-2022 Comprehensive Annual Financial Report (CAFR) for Jefferson County.

We agree with the finding and recommendation 2018-001, which states the County's budget was not prepared on a basis consistent with how the financial statements are prepared and does not include the entire budgets for each of the Constitutional Offices as their State or Federal funding sources have not historically been part of the County budgeting process. To remedy this finding, we began budgeting at the fund level for the CFY 22-23 budget cycle and are requesting that each Constitutional Office remit their entire budget to the Board for spending authority approval, no matter the funding source. We feel this finding will be remedied in the CFY 2022-2023 CAFR.

Thank you for providing me the opportunity to respond.

Respectfully,

Kirk B. Reams, Clerk & CFO
Jefferson County



Board of County Commissioners

Agenda Request

Date of Meeting: August 17, 2023

Date Submitted: August 11, 2023

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Subject: Approval of Amendment #1 to CSA #01 on Jefferson County Road Bond Project

Statement of Issue:

This agenda item requests Board approval of a Resolution to amend CSA #01 to include additional time (15 additional days) and money (increase of \$1,128.50).

Background:

The County contracted with Peavy & Son Construction, Inc. to perform paving of various roads within the County and the parties entered into Contractor Services Authorization No.01 in June 2023 to provide for the paving of identified segments of Campbell Road, St. Augustine Road, Curtis Mill Road, Tobert Thompson Road, Hayfield Spur, and Fornes Road.

Please note that Simpson Road and N. Norias Road were covered under a separate CSA #2 and are not affected by this item.

This work is funded by phase I of the County's road bond proceeds.

Analysis:

Certain amendments are needed to CSA#01, as follows:

Time – When the CSA was originally issued, it was thought that all roads were ready to pave and had been properly staked by the road department. Throughout the first few weeks of the project, the contractor encountered issues with roads that were not yet ready to pave as the Road Department needed to fix washouts and stake out the roadways. Today, there is still one roadway waiting to be staked. Due to this and some inclement weather, the Contractor should be granted additional time of 15 days. There are no additional costs associated with the increase of these 15 days.

St. Augustine – The mainline on this roadway was originally called to be paved at 1.5” per the Road

Department. Later this was changed to 2” due to the heavy traffic. This is an increase of \$62,707.50 to this roadway for this work.

Robert Thompson Road – The original quantities set for this contract included several hundred feet of private roadway that was initially measured as part of Robert Thompson. At the time the measuring was completed, the roadways were not staked by the Road Department. The quantities have been adjusted to reflect the work actually performed. This road has been completed. This is a decrease of \$41,558.50 to this roadway.

Hayfield Spur – There were no scope changes. The road has been completed and these numbers reflect the actual payment that will be made for the roadway. The Contractor did not meet the design spread rate on the asphalt, however, it was within the acceptable tolerance set forth in the Specifications for this project. Pay was based on the actual tonnage that was placed on the roadway. This is a decrease of \$20,020.50 on this roadway.

The deduct for Robert Thompson and Hayfield Spur are in an effort to put the funds back into the Contract so they can be used on another roadway on another future CSA. Between St. Augustine, Hayfield Spur, and Robert Thompson we are adding \$1,128.50 to this CSA for the change in scope.

Options:

1. Approve Amendment #1 to CSA #01.
2. Do Not Approve Amendment #1 to CSA #01.
3. Board Direction.

Recommendation:

Option #1

Attachments:

Amendment #1 to CSA #01
CSA #01

CONTRACTOR SERVICES AUTHORIZATION (CSA)

CONSULTANT SERVICES AUTHORIZATION #01, Amendment 01

To the Consulting Agreement by and between
Peavy & Son Construction, Inc.
And
Jefferson County, Florida

A. SCOPE OF SERVICES:

The Scope of Services set forth in CSA #01 (attached hereto) is hereby amended to read as follows:

Final grade and pave the following roadways as per the typical sections at a maximum of 20' width unless noted otherwise:

Road	Mainline Thickness	Exceptions
Campbell Road from Cook Road to Alexander Road	1.5 inches	N/A
St. Augustine Road from Armstrong to the end of the limerock section	2 inches	1" milling will be required for the area of existing pavement prior to the start of paving this section. Area located approximately from Station 3+14 to 20+70.
Curtis Mill Road from Thompson Valley Road to the railroad tracks	2 inches	2" milling will be required for the width of the roadway for a distance of 30' on areas adjacent to the bridge to achieve a quality joint that rides smooth. The bridge, located at approximate Station 30+00 to 35+33, will not be paved over.
Robert Thompson from Hawkins to White House Road	1.5 inches	Some sections will only allow a maximum of 10' travel way. Pave these roads where limerock exists to a maximum of 20' in width where possible.
Hayfield Spur from Cherry Tree Road to Lloyd Creek Road	2 inches	This roadway includes a cul-de-sac for the first 64' of the roadway that will need to be paved in the footprint of the limerock. The remainder will be paved a maximum of 20' width.
Fornes Road from SR 19 to end of the limerock	1.5 inches	N/A

B. PAYMENT

The not-to-exceed amounts set forth in CSA #01 are hereby amended as follows for all work accepted for the following roadways. Please see attached for a breakdown of pay items for each roadway.

Jefferson County Road Bond Paving Project, Project No. 01-4102-150323

Roadway	Amount
Campbell Road	\$40,100.00
St. Augustine Road	\$279,385.00
Curtis Mill Road	\$132,674.50
Robert Thompson Road	\$88,981.00
Hayfield Spur	\$228,268.00
Fornes Road	\$110,034.00
Total	\$879,442.50

C. PAYMENT AND PERFORMANCE SCHEDULE

All provisions relating to the payment and performance schedule shall set forth in CSA #01 shall remain unchanged except for the allowable contract time as outlined below:

Contractor Received CSA #01	July 11, 2023
CSA #01 (Original)	45 days
CSA #01 Amendment 01	15 days
Total Allowable Contract Days	60 days
Contract Time Expires On	September 8, 2023

D. NOTICE/PROJECT MANAGER OR CONSULTANT

Project Manager: Jo Ann Moore (AE Engineering, Inc.)
Jmoore@aeengineeringinc.com
850-585-1781

Attest:
KIRK REAMS
Clerk of the Board

JEFFERSON COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairman, Board of County Commissioners

Date Approval by Board: _____

Review as to form

By: _____
County Attorney's Office Date: _____

Jefferson County Road Bond Paving Project, Project No. 01-4102-150323

Attest:

PEAVY & SON CONSTRUCTION, INC.
A Florida Corporation

By: _____

By: _____
Corporate Secretary

[Print Name]

[Print Name]

[Title]

Date: _____

Date: _____

SEAL

Jefferson County Road Bond Paving Project, Project No. 01-4102-150323

Pay Item Break Down

Campbell Road

101-1	Mobilization	LS	1	\$4,500.00	\$4,500.00
286-1	Turnout Construction (2" = 220 lbs/SY)	TN	4.1	\$200.00	\$820.00
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	0	\$1.50	\$0.00
327-70-6	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	0	\$2.00	\$0.00
327-70-5	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	0	\$2.50	\$0.00
327-70-8	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	0	\$3.00	\$0.00
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	236.4	\$135.00	\$31,914.00
337-7-5	Asphalt Concrete Friction Course, FC-5	TN	0	\$145.00	\$0.00
337-7-6	Asphalt Concrete Friction Course, FC-9.5	TN	0	\$145.00	\$0.00
337-7-7	Asphalt Concrete Friction Course, FC-12.5	TN	0	\$145.00	\$0.00
999-9	Final Grading/Rolling	SY	2866	\$1.00	\$2,866.00
Spreadrate = 110 lbs/SY					\$40,100.00

St. Augustine Road

101-1	Mobilization	LS	1	\$4,500.00	\$4,500.00
286-1	Turnout Construction (2" = 220 lbs/SY)	TN	6.7	\$200.00	\$1,340.00
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	3902	\$1.50	\$5,853.00
327-70-6	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	0	\$2.00	\$0.00
327-70-5	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	0	\$2.50	\$0.00
327-70-8	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	0	\$3.00	\$0.00
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	1857.8	\$135.00	\$250,803.00
337-7-5	Asphalt Concrete Friction Course, FC-5	TN	0	\$145.00	\$0.00
337-7-6	Asphalt Concrete Friction Course, FC-9.5	TN	0	\$145.00	\$0.00
337-7-7	Asphalt Concrete Friction Course, FC-12.5	TN	0	\$145.00	\$0.00
999-9	Final Grading/Rolling	SY	16889	\$1.00	\$16,889.00
Spreadrate = 110 lbs/SY					\$279,385.00

Jefferson County Road Bond Paving Project, Project No. 01-4102-150323

Curtis Mill Road

101-1	Mobilization	LS	1	\$4,500.00	\$4,500.00
286-1	Turnout Construction (2" = 220 lbs/SY)	TN	4.2	\$200.00	\$840.00
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	0	\$1.50	\$0.00
327-70-6	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	0	\$2.00	\$0.00
327-70-5	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	133	\$2.50	\$332.50
327-70-8	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	0	\$3.00	\$0.00
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	881.4	\$135.00	\$118,989.00
337-7-5	Asphalt Concrete Friction Course, FC-5	TN	0	\$145.00	\$0.00
337-7-6	Asphalt Concrete Friction Course, FC-9.5	TN	0	\$145.00	\$0.00
337-7-7	Asphalt Concrete Friction Course, FC-12.5	TN	0	\$145.00	\$0.00
999-9	Final Grading/Rolling	SY	8013	\$1.00	\$8,013.00
Spreadrate = 110 lbs/SY					\$132,674.50

Robert Thompson Road

101-1	Mobilization	LS	1	\$4,500.00	\$4,500.00
286-1	Turnout Construction (2" = 220 lbs/SY)	TN	7.8	\$200.00	\$1,560.00
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	0	\$1.50	\$0.00
327-70-6	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	0	\$2.00	\$0.00
327-70-5	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	0	\$2.50	\$0.00
327-70-8	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	0	\$3.00	\$0.00
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	555.4	\$135.00	\$74,979.00
337-7-5	Asphalt Concrete Friction Course, FC-5	TN	0	\$145.00	\$0.00
337-7-6	Asphalt Concrete Friction Course, FC-9.5	TN	0	\$145.00	\$0.00
337-7-7	Asphalt Concrete Friction Course, FC-12.5	TN	0	\$145.00	\$0.00
999-9	Final Grading/Rolling	SY	7942	\$1.00	\$7,942.00
Spreadrate = 110 lbs/SY					\$88,981.00

Jefferson County Road Bond Paving Project, Project No. 01-4102-150323

Hayfield Spur

101-1	Mobilization	LS	1	\$4,500.00	\$4,500.00
286-1	Turnout Construction (2" = 220 lbs/SY)	TN	6.2	\$200.00	\$1,240.00
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	0	\$1.50	\$0.00
327-70-6	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	0	\$2.00	\$0.00
327-70-5	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	0	\$2.50	\$0.00
327-70-8	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	0	\$3.00	\$0.00
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	1535	\$135.00	\$207,225.00
337-7-5	Asphalt Concrete Friction Course, FC-5	TN	0	\$145.00	\$0.00
337-7-6	Asphalt Concrete Friction Course, FC-9.5	TN	0	\$145.00	\$0.00
337-7-7	Asphalt Concrete Friction Course, FC-12.5	TN	0	\$145.00	\$0.00
999-9	Final Grading/Rolling	SY	15303	\$1.00	\$15,303.00
Spreadrate = 110 lbs/SY					\$228,268.00

Fornes Road

101-1	Mobilization	LS	1	\$4,500.00	\$4,500.00
286-1	Turnout Construction (2" = 220 lbs/SY)	TN	6.3	\$200.00	\$1,254.00
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	0	\$1.50	\$0.00
327-70-6	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	0	\$2.00	\$0.00
327-70-5	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	0	\$2.50	\$0.00
327-70-8	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	0	\$3.00	\$0.00
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	708.8	\$135.00	\$95,688.00
337-7-5	Asphalt Concrete Friction Course, FC-5	TN	0	\$145.00	\$0.00
337-7-6	Asphalt Concrete Friction Course, FC-9.5	TN	0	\$145.00	\$0.00
337-7-7	Asphalt Concrete Friction Course, FC-12.5	TN	0	\$145.00	\$0.00
999-9	Final Grading/Rolling	SY	8592	\$1.00	\$8,592.00
Spreadrate = 110 lbs/SY					\$110,034.00

CONTRACTOR SERVICES AUTHORIZATION (CSA)

CONSULTANT SERVICES AUTHORIZATION #01

To the Consulting Agreement by and between
Peavy & Son Construction, Inc.
And
Jefferson County, Florida

A. SCOPE OF SERVICES:

Final grade and pave the following roadways as per the typical sections at a maximum of 20' width unless noted otherwise:

Road	Mainline Thickness	Exceptions
Campbell Road from Cook Road to Alexander Road	1.5 inches	N/A
St. Augustine Road from Armstrong to the end of the limerock section	1.5 inches	1" milling will be required for the area of existing pavement prior to the start of paving this section. Area located approximately from Station 3+14 to 20+70.
Curtis Mill Road from Thompson Valley Road to the railroad tracks	2 inches	2" milling will be required for the width of the roadway for a distance of 30' on areas adjacent to the bridge to achieve a quality joint that rides smooth. The bridge, located at approximate Station 30+00 to 35+33, will not be paved over.
Robert Thompson from Hawkins to White House Road	1.5 inches	Some sections will only allow a maximum of 10' travel way. Pave these roads where limerock exists to a maximum of 20' in width where possible.
Hayfield Spur from Cherry Tree Road to Lloyd Creek Road	2 inches	This roadway includes a cul-de-sac for the first 64' of the roadway that will need to be paved in the footprint of the limerock. The remainder will be paved a maximum of 20' width.
Fornes Road from SR 19 to end of the limerock	1.5 inches	N/A

B. PAYMENT

Payment will be as follows for the following roadways for all work accepted not to exceed the following amounts. Please see attached for a breakdown of pay items for each roadway.

Jefferson County Road Bond Paving Project, Project No. 01-4102-150323

Roadway	Amount
Campbell Road	\$40,100.00
St. Augustine Road	\$216,677.50
Curtis Mill Road	\$132,674.50
Robert Thompson Road	\$130,539.50
Hayfield Spur	\$248,288.50
Fornes Road	\$110,034.00
Total	\$878,314.00

C. PAYMENT AND PERFORMANCE SCHEDULE

Work shall commence within 15 days and be completed within 45 days after the CSA are received unless otherwise agreed to in writing by both parties. Payment will be made on a monthly basis per the Contract.

Roadway	Time
Campbell Road	4 days
St. Augustine Road	6 days
Curtis Mill Road	5 days
Robert Thompson Road	4 days
Hayfield Spur	5 days
Fornes Road	4 days
Total	28 days

Liquidated damages will be incurred at a rate of **\$1,500.00 per day** for every day for failure of the Contractor to complete the Contract work within the Contract Time.

Contractor received this CSA on: 7/11/2023

Contract Time Expires on: 8/24/2023

D. NOTICE/PROJECT MANAGER OR CONSULTANT

Project Manager: Jo Ann Moore (AE Engineering, Inc.)
Jmoore@aeengineeringinc.com
850-585-1781

The approval of the Consultant Services Authorization constitutes Notice to Proceed to the Consultant.

Attest:
KIRK REAMS
Clerk of the Board

JEFFERSON COUNTY, a political
subdivision of the State of Florida

Jefferson County Road Bond Paving Project, Project No. 01-4102-150323

By: [Signature]
Deputy Clerk

By: [Signature]
Chairman, Board of County Commissioners

Date Approval by Board: 6/15/23

Review as to form

By: [Signature]
County Attorney's Office Date: 6-22-23
KIRSTEN MOOD

Attest:

COMPANY
A FLORIDA Corporation

By: Lise S Weaver
By: Lise S Weaver
Corporate Secretary

Lise S Weaver
[Print Name]

ENSWORTH V. BLYDEN
[Print Name]

ESTIMATOR/PROJECT MANAGER
[Title]

Date: 7/11/2023

Date: 7/11/2023



Jefferson County Road Bond Paving Project, Project No. 01-4102-150323

Pay Item Break Down

Campbell Road

101-1	Mobilization	LS	1	\$4,500.00	\$4,500.00
286-1	Turnout Construction (2" = 220 lbs/SY)	TN	4.1	\$200.00	\$820.00
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	0	\$1.50	\$0.00
327-70-6	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	0	\$2.00	\$0.00
327-70-5	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	0	\$2.50	\$0.00
327-70-8	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	0	\$3.00	\$0.00
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	236.4	\$135.00	\$31,914.00
337-7-5	Asphalt Concrete Friction Course, FC-5	TN	0	\$145.00	\$0.00
337-7-6	Asphalt Concrete Friction Course, FC-9.5	TN	0	\$145.00	\$0.00
337-7-7	Asphalt Concrete Friction Course, FC-12.5	TN	0	\$145.00	\$0.00
999-9	Final Grading/Rolling	SY	2866	\$1.00	\$2,866.00
Spreadrate = 110 lbs/SY					\$40,100.00

St. Augustine Road

101-1	Mobilization	LS	1	\$4,500.00	\$4,500.00
286-1	Turnout Construction (2" = 220 lbs/SY)	TN	6.7	\$200.00	\$1,340.00
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	3902	\$1.50	\$5,853.00
327-70-6	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	0	\$2.00	\$0.00
327-70-5	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	0	\$2.50	\$0.00
327-70-8	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	0	\$3.00	\$0.00
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	1393.3	\$135.00	\$188,095.50
337-7-5	Asphalt Concrete Friction Course, FC-5	TN	0	\$145.00	\$0.00
337-7-6	Asphalt Concrete Friction Course, FC-9.5	TN	0	\$145.00	\$0.00
337-7-7	Asphalt Concrete Friction Course, FC-12.5	TN	0	\$145.00	\$0.00
999-9	Final Grading/Rolling	SY	16889	\$1.00	\$16,889.00
Spreadrate = 110 lbs/SY					\$216,677.50

Jefferson County Road Bond Paving Project, Project No. 01-4102-150323

Curtis Mill Road

101-1	Mobilization	LS	1	\$4,500.00	\$4,500.00
286-1	Turnout Construction (2" = 220 lbs/SY)	TN	4.2	\$200.00	\$840.00
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	0	\$1.50	\$0.00
327-70-6	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	0	\$2.00	\$0.00
327-70-5	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	133	\$2.50	\$332.50
327-70-8	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	0	\$3.00	\$0.00
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	881.4	\$135.00	\$118,989.00
337-7-5	Asphalt Concrete Friction Course, FC-5	TN	0	\$145.00	\$0.00
337-7-6	Asphalt Concrete Friction Course, FC-9.5	TN	0	\$145.00	\$0.00
337-7-7	Asphalt Concrete Friction Course, FC-12.5	TN	0	\$145.00	\$0.00
999-9	Final Grading/Rolling	SY	8013	\$1.00	\$8,013.00
Spreadrate = 110 lbs/SY					\$132,674.50

Robert Thompson Road

101-1	Mobilization	LS	1	\$4,500.00	\$4,500.00
286-1	Turnout Construction (2" = 220 lbs/SY)	TN	7.8	\$200.00	\$1,560.00
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	0	\$1.50	\$0.00
327-70-6	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	0	\$2.00	\$0.00
327-70-5	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	0	\$2.50	\$0.00
327-70-8	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	0	\$3.00	\$0.00
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	846.1	\$135.00	\$114,223.50
337-7-5	Asphalt Concrete Friction Course, FC-5	TN	0	\$145.00	\$0.00
337-7-6	Asphalt Concrete Friction Course, FC-9.5	TN	0	\$145.00	\$0.00
337-7-7	Asphalt Concrete Friction Course, FC-12.5	TN	0	\$145.00	\$0.00
999-9	Final Grading/Rolling	SY	10256	\$1.00	\$10,256.00
Spreadrate = 110 lbs/SY					\$130,539.50

Jefferson County Road Bond Paving Project, Project No. 01-4102-150323

Hayfield Spur

101-1	Mobilization	LS	1	\$4,500.00	\$4,500.00
286-1	Turnout Construction (2" = 220 lbs/SY)	TN	6.2	\$200.00	\$1,240.00
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	0	\$1.50	\$0.00
327-70-6	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	0	\$2.00	\$0.00
327-70-5	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	0	\$2.50	\$0.00
327-70-8	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	0	\$3.00	\$0.00
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	1683.3	\$135.00	\$227,245.50
337-7-5	Asphalt Concrete Friction Course, FC-5	TN	0	\$145.00	\$0.00
337-7-6	Asphalt Concrete Friction Course, FC-9.5	TN	0	\$145.00	\$0.00
337-7-7	Asphalt Concrete Friction Course, FC-12.5	TN	0	\$145.00	\$0.00
999-9	Final Grading/Rolling	SY	15303	\$1.00	\$15,303.00
Spreadrate = 110 lbs/SY					\$248,288.50

Fornes Road

101-1	Mobilization	LS	1	\$4,500.00	\$4,500.00
286-1	Turnout Construction (2" = 220 lbs/SY)	TN	6.3	\$200.00	\$1,254.00
327-70-1	Milling Existing Asphalt Pavement, 1" Avg Depth	SY	0	\$1.50	\$0.00
327-70-6	Milling Existing Asphalt Pavement, 1.5" Avg Depth	SY	0	\$2.00	\$0.00
327-70-5	Milling Existing Asphalt Pavement, 2" Avg Depth	SY	0	\$2.50	\$0.00
327-70-8	Milling Existing Asphalt Pavement, 2.5" Avg Depth	SY	0	\$3.00	\$0.00
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	708.8	\$135.00	\$95,688.00
337-7-5	Asphalt Concrete Friction Course, FC-5	TN	0	\$145.00	\$0.00
337-7-6	Asphalt Concrete Friction Course, FC-9.5	TN	0	\$145.00	\$0.00
337-7-7	Asphalt Concrete Friction Course, FC-12.5	TN	0	\$145.00	\$0.00
999-9	Final Grading/Rolling	SY	8592	\$1.00	\$8,592.00
Spreadrate = 110 lbs/SY					\$110,034.00

Board of County Commissioners

Agenda Request

Date of Meeting: August 9, 2023

Date Submitted: August 17, 2023

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Subject: Request Board Approval to Award ITB No. 2023-14 Waukeelah Highway BSCOP Bridge over SCL Railroad and Approval of the Construction Agreement

Statement of Issue:

This agenda item requests Board approval to award ITB No. 2023-14 Waukeelah Highway BSCOP Bridge over SCL Railroad and approval of the construction agreement.

Background:

On July 7, 2023, the County released ITB No. 2023-14 Waukeelah Highway BSCOP Bridge over SCL Railroad soliciting bids from qualified contractors registered to do business in the State of Florida. Bids were received on August 8, 2023.

This project will consist of the replacement of concrete approach slabs to ensure the repair of deficiencies, joint repair/replacement, and debris removal from gutter lines. Erosion areas are to be stabilized.

The ITB was duly noticed in accordance with the County's procurement policy and state law. A total of three (3) bids were received:

M + J Construction Company of Pinellas County, Inc.	\$282,700.00
Anderson Columbia Co., Inc.	\$172,450.00
Webber Infrastructure Management, Inc.	\$118,473.00

Analysis:

Webber Infrastructure Management, Inc., was the lowest responsive bidder. The detailed bid tabulation is attached as Attachment 1. Staff is recommending that the Board approve award of ITB No. 2023-14 Waukeelah Highway BSCOP Bridge over SCL Railroad to Webber Infrastructure Management, Inc., and approve the Construction Agreement, which is attached as Attachment 2.

The Commencement Date will be established in the Notice to Proceed to be issued by the County. The work is required to be substantially complete within 60 calendar days from the Commencement Date. The work is required to be fully complete and ready for final acceptance by the County within

90 calendar days from the Commencement Date.

Options:

1. Approve to Award ITB No. 2023-14 Waukeena Highway BSCOP Bridge over SCL Railroad to Webber Infrastructure Management, Inc., in the lump sum amount of \$118,473.00 and Approve the Construction Agreement.
2. Do Not Award ITB No. 2023-14 Waukeena Highway BSCOP Bridge over SCL Railroad to Webber Infrastructure Management, Inc., in the lump sum amount of \$118,473.00 and Do Not Approve the Construction Agreement.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Detailed Bid Tab
2. Construction Agreement



Waukeelah Highway Bridge BSCOP Project-ITB 2023-14
BID TABULATION FOR BIDS RECEIVED
Wednesday August 9th, 2023 @ 9am

Contractor	U + J Construction	ANDERSON COLUMBIA	WEBBER
C-410 Bid submittal Proposal Form & Addendum Acknowledgement(s)	✓	✓	✓
1 Original & 2 Copies of Proposal	✓	✓	X
List of Subcontractors	✓	✓	✓
C-403 Bid Bond	X	✓	X
00262 Public Entity Crimes Statement	X	X	X
000302 Anti-Collusion Statement	X	X	X
00304 Drug Free Workplace Certification	X	X	X
Base Bid Amount	282,700 ⁰⁰	172,450.00	118,473.00

[Signature]
BIDS OPENED BY

[Signature]
RECORDED BY

CONSTRUCTION AGREEMENT

Jefferson County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 435 West Walnut Street, Monticello, Florida 32344 (the "County"), hereby contracts with **Webber Infrastructure Management, Inc.** (the "Contractor"), an FDOT prequalified contractor licensed to perform all work in the State of Florida, having a principal address of 10415 Morado Circle, Bldg. 2, Suite 200, Austin, TX 78759, in connection with the County's Project County Road 259 (Waukeelah Highway) over SCL Railroad, FDOT Project No. 449303-1-54-01, as said work is set forth in the Plans and Specifications prepared by Justin Hansen Ford, P.E., of Dewberry Engineers, Inc., the Engineer and/or Architect of Record (the "Design Professional") and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, ITB #2023-14 Intent and General Information, the Instructions to Bidders, the Contractor's Bid proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. The Design Professional is the initial interpreter of the Contract Documents but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the Design Professional's recommendations or interpretations of the Contract Documents. The Design Professional does not have authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Design Professional's interpretation as to the intent of his design shall be final and not subject to interpretation by the County's staff.

C. Any Work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

D. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

E. The County shall furnish to the Contractor up to three (3) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

F. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

G. Construction services provided by Contractor for the Project shall be under the general direction of Shannon Metty, County manager, or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Manager, or Board of County Commissioners.

H. The County's representative, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the County in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following County approval, the County's representative shall coordinate issuance of any such documents. The County's representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.

I. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the County shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or their Design Professional and the specific written verification or adaptation by the Design Professional.

Section 2. Scope of Work.

A. The Project is a bridge repair project on County Road 259 (Waukeena Highway) over SCL Railroad Bridge #540062. The repairs will include the replacement of concrete approach slabs to ensure the repair of deficiencies, joint repair/replacement, debris removal from gutter lines and installation of new signage/reflectors. Erosion areas are to be stabilized. The replaced approach slabs will be resurfaced and striped to ensure smooth transition and roadway safety, as set forth in the Plans and Specifications prepared by the Design Professional. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement to complete the Project.

B. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

Section 3. Contract Amount.

A. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: **\$118,473.00 or One Hundred Thousand Eighteen, Four Hundred Seventy-Three Dollars: AND 00/100.** The cost proposal is below.

Item #	Material	Quantity	Unit	Unit Price	Bid Price
101-1	Mobilization	1	LS	\$17,000.00	\$17,000.00
102-1	Maintenance of Traffic	1	LS	\$21,600.00	\$21,600.00
110-1-1	Clearing and Grubbing	1	LS	\$4,400.00	\$4,400.00
120-2-2	Borrow Excavation	25	CY	\$164.80	4,120.00
121-70	Flowable Fill	35	CY	\$665.50	23,292.50
305-1	Bituminous Crack and Joint Sealing for Asphaltic Concrete Roadway	220	LF	\$14.75	\$3,245.00
339-1	Miscellaneous Asphalt Pavement	10	TN	\$640.00	\$6,400.00
458-1-21	Bridge Deck Expansion Joint, Rehabilitation, Poured Joint with Backer Rod	220	LF	\$89.50	\$19,690.00
525-1	Asphaltic Concrete Curb (Guardrail Berm)	48	LF	\$134.00	\$6,432.00
536-73	Guardrail Removal	36	LF	\$20.00	\$720.00
536-1-1	Guardrail-Roadway, Gen TL-3	36	LF	\$233.50	\$8,406.50
570-1-1	Performance Turf	150	SY	\$10.25	\$1,537.50
570-1-2	Performance Turf, Sod	40	SY	\$40.75	\$1,630.00
	Total				<u>\$118,473.00</u>

B. If the Contract Amount includes an Allowance, the Contractor shall cause the Work covered by the Allowance to be done for such sums within the limits of the Allowance as the County may approve. The Contractor agrees that the Contract Amount includes such sums as they deem proper for costs and any profit on account of any Allowances. No demands for an additional sum for overhead or profit will be allowed.

C. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.

D. The County may subsequently identify items eligible for direct purchase for sales tax savings. The County shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials, or equipment included in the Contractor's bid for the Contract. The County reserves the right to require Contractor to assign to the County agreements

with suppliers for such goods. Contractor shall, from time to time submit, update, and keep current, for consideration by the County, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than \$10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The County reserves the right to delete or add items from this Agreement when it is in the County's best interest. Upon approval by the County, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The County will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Contract Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the County, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the County.

Section 4. Bonds.

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the County. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. The Contractor shall commence the Work within ten (10) calendar days from the Commencement Date. No Work shall be

performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within **60 calendar days** from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within **90 calendar days** from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$980.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday, or legal holiday. All days shall mean calendar day and not business day.

Section 6. Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization, or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to

Design Professional in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design Professional. If required, a Field Order or Change Order will be issued pursuant to Section 15 of this Agreement. If the Contractor performs any Construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Design Professional and County, the Contractor shall assume responsibility for such performance and shall share in costs associated with any corrections. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 7. Investigation and Utilities

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities (surface and subsurface) being referred to in this Sub-Section 7.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed

Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

Section 8. Schedule

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Design Professional, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

B. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's and Design Professional's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's and the Design Professional's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 9. Progress Payments

A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Design Professional, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Design Professional along with a completed and notarized copy of the Application for Payment form. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Schedule of Values.

B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

D. Contractor shall submit two (2) copies of its monthly Application for Payment to the Design Professional on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Design Professional shall either:

D.1 indicate his approval of the requested payment;

D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the Application for Payment by the Design Professional, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Design Professional.

E. The County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Design Professional for payment, whichever is less. Such sums shall be accumulated and released to Contractor as follows. Within 20 days after the Design Professional delivers the tentative punch list to Contractor as set forth in set forth in Section 26 herein, the County will pay the contractor the remaining contract balance including retainage previously withheld less an amount equal to 150 percent of the estimated cost to complete the items on the tentative punch list (the "remaining retainage"). The remaining retainage will be released to the Contractor with final payment.

F. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

H. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's and the Design Professional's review and approval, a detailed Project Funding Schedule, which shall be updated

as necessary and approved by the County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 10. Payments Withheld

A. The Design Professional or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Design Professional or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

- A.1 Defective Work not remedied;
- A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
- A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
- A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- A.5 Reasonable indication that the Work will not be completed within the Contract Time;
- A.6 Unsatisfactory prosecution of the Work by the Contractor;
- A.7 Failure to provide accurate and current "As-Builts"; or
- A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 10.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

Section 11. Final Payment

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Design Professional in accordance with Section 26.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly

executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or the County at the time of final inspection.

Section 12. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional in evaluating the proposed

substitute. The Design Professional may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Design Professional, if Contractor submits sufficient information to allow the Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional shall be the same as those provided herein for substitute materials and equipment.

E. The Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. The Design Professional shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Design Professional's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Design Professional will record time required by the Design Professional and the Design Professional's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Contractor shall reimburse the County for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County's sole discretion.

Section 13. Daily Reports, As-Builts and Meetings

A. Unless waived in writing by the County, Contractor shall complete and submit to Design Professional on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Design Professional and the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- A.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- A.2. Soil conditions which adversely affect the Work;
- A.3. The hours of operation by Contractor's and subcontractor's personnel;
- A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- A.5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);
- A.6. Description of Work being performed at the Project site;

- A.7. Any unusual or special occurrences at the Project site;
- A.8. Materials received at the Project site;
- A.9. A list of all visitors to the Project site; and
- A.10 Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Design Professional pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Design Professional for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Design Professional by Contractor for the County.

C. The Contractor shall submit to the Design Professional one complete set of all recorded changes made during Construction entitled "As-Built" and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of Substantial Completion.

D. Certified "as-built" information, which the Contractor must show on marked-up copies of the design drawings, prints, and other materials as specified above, shall include both authorized and unauthorized changes and any modifications to material types from that specified in the bid plans and Specifications. As a prerequisite to any payments, the Contractor shall make available to the Design Professional all "as-built" information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The Contractor shall set

benchmarks on or within 100 ft. of each control structure constructed as part of the Project. A complete description including elevation and location of each control structure benchmark shall be provided to the Design Professional as part of the “as-built” information. The elevation shall be clearly and permanently indicated on each benchmark.

E. “As-built” dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The “as-built” drawings shall be signed and sealed by the Contractor’s Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.

F. All pertinent surveyors’ field survey notes containing the “as-built” data shall be sealed and submitted to the Design Professional for review and acceptance prior to authorization of the final payment.

G. “As-built” data shall be secured, and the accuracy of measurements shall be 0.01 ft.

H. All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be “as-built” by the Contractor prior to backfilling.

I. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

J. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

J.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

J.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

J.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Contractor does not transfer all records to the County.

J.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and

maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

K. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS SHANNON METTY, COUNTY MANAGER, 445 W. PALMER MILL ROAD, MONTICELLO, FL 32344, (850) 342-0223, SMETTY@JEFFERSONCOUNTYFL.GOV.

Section 14. Contract Time and Extensions

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Section 17.B. herein.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 15. Changes in the Work

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, Exhibit H, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items involved. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The Design Professional shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 16. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the County and Design Professional within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Design Professional within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.D.

C. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of Jefferson County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Northern District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

F. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 17. Other Work

A. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Design Professional and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the County and such utility owners and other contractors.

C. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 18. E-Verify

As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

B. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

C. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. (2023). Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

E. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 19. Indemnification and Insurance

A. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

B. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

C. Contractor agrees to, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Design Professional or their consultants, agents, officers and employees. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

D. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit F. All insurance policies shall be from

responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

E. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

F. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

G. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County. The County may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Design Professional as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor does not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

A. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Design Professional in writing.

Section 21. Cleanup and Protections

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any such restorations.

C. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be deducted from the final payment due the Contractor.

Section 22. Assignment

A. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 23. Permits, Licenses and Taxes

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

C. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project, and shall be solely responsible for issuance of any Notices required thereby.

Section 24. Termination for Default

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Design Professional or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any

portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

Section 25. Termination for Convenience and Right of Suspension

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or

damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 26. Completion

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. If the County and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch list of items to be completed or corrected by Contractor before final payment, including the cost to complete each item on the list, including the cost to complete each item on the tentative punch list. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punch list. The risk of loss for the Project and the Work performed thereon shall not pass to the County until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the Design Professional.

B. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Design Professional will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the remaining retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, (3) all required As-Builts, shop drawings and other submittals; and (4) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the remaining retainage shall become due and payable.

C. Prior to final payment, the Design Professional may request the Contractor to permit the use of a specified part of the Project which the County believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the Design Professional that said part of the Project is Substantially Complete and request the Design Professional to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the Design Professional and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the Design Professional will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

Section 27. Warranty

A. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

B. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

C. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 28. Tests and Inspections.

A. The County, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the Design Professional forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Design Professional and the County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Design Professional, such work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional timely notice of Contractor's intention to cover the same and Design Professional has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

E. Neither observations nor other actions by the Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 29. Defective Work

A. Work not conforming to the requirements of the Contract Documents in the sole judgment of the Design Professional shall be deemed defective Work. If required by the County or Design Professional, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Design Professional, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If the County or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at the County's or Design Professional's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

C. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Design Professional may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and Design Professional to stop the Work shall not give rise to any duty on the part of the County or Design Professional to exercise this right for the benefit of Contractor or any other party.

D. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.

E. If Contractor fails, within a reasonable time after the written notice from the County or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Design Professional or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere. Contractor shall allow the County, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the County in

exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

Section 30. Supervision and Superintendents

A. Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Design Professional except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 31. Protection of Work

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

C. Contractor shall not disturb any benchmark established by the Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Design Professional's benchmarks, Contractor shall immediately notify the County and Design Professional. The Design Professional shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

Section 32. Emergencies

A. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Design Professional is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 33. Use of Premises

A. The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.

B. The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 34. Safety

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County. County shall have the right to direct Contractor to remove and replace this individual, with or without cause.

Section 35. Project Meetings

A. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Design Professional and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Design Professional or the County with respect to the Project, when directed to do so by the County or Design Professional. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Design Professional.

Section 36. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. State Funded Grant Agreement, Contract No. G2302

Section 37. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Attn: Shannon Metty, Jefferson County Manager
445 West Palmer Mill Road
Monticello, Florida 32344

With Copy To: Renee Long, County Assistant
445 West Palmer Mill Road
Monticello, Florida 32344

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: Webber Infrastructure Management, Inc.

Address (including city, state and zip): 10415 Morado Circle, Building 2, Suite 200
Austin, TX 78759

Name of person with their title to whose
attention the notice should be sent: Daniel J. Filer, President

Telephone numbers: Office: (713) 964-2800
Cell: (512) 900-0552

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 38. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 39. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 40. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 41. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 42. Vendors on Scrutinized Companies Lists.

By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.

Section 43. Modification.

Agreement may not be modified unless such modifications are evidenced in writing signed by both County and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

Section 44. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and

that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 45. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 46. Subcontracting.

The Contractor may subcontract up to fifty percent 50% of work under this Contract. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor. If applicable, regardless of any subcontract, the Contractor is ultimately responsible for all work to be performed under this Contract, including but not limited to design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replating, comprehensive plan amendment code variance, and other services, as necessary. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a subcontractor to timely or properly perform its obligations shall not relieve Contractor of its obligations hereunder.

Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Contractor shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Contractor shall ensure its subcontracts issued under this Contractor, if any, impose this requirement, in writing, on its subcontractors.

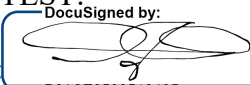
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:

Webber Infrastructure Management, Inc.
(Company Name)

ATTEST:

By:  (Signature) Daniel Filer (Printed)
DocuSigned by: B81CE9590518485...

Its: President (Title)

Date: August 11, 2023

Witness: 
DocuSigned by: C9AFBCBB019F4B4...

Its: Corporate Secretary

President/Corporate Secretary/Witness
[Corporate Seal]



Date: August 11, 2023

N/A
2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Jefferson County, Florida

(SEAL)

By: _____
Gene Hall, Chair

ATTEST:

Date: _____

Kirk Reams, Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather Encinosa, County Attorney

EXHIBIT A
LEGAL ADVERTISEMENT

ITB/RFP/RFO 2023-14
FOR: Waukeelah Highway BSCOP Bridge over SCL Railroad

Advertisement Begin Date: July 7, 2023
Bids Due Date/Time: Aug. 7, 2023 @ 3:00 p.m. EST

The Jefferson County Board of County Commissioners (“County”) is seeking bids from qualified [Consultant/Contractor] to repair County Road 259 (Waukeelah Highway) over SCL Railroad Bridge #540062.

The project consists of repairing approach slabs, joint repair, debris removal and replacing guardrail.

Sealed proposals for the above-described construction project will be received at the **Jefferson County Manager’s Office, Attn: Shannon Metty, 445 W Palmer Mill Rd, Monticello, Florida 32344, until Aug. 7, 2023 @ 3:00 p.m. Eastern Standard Time (EST)**, at which time the bids will be opened and read aloud. Bids received after the said time will be returned unopened.

If you are interested in submitting a proposal, you **must** obtain the complete solicitation package, which contains additional information regarding this solicitation and instructions related to submitting a bid, from the Jefferson County website at www.jeffersoncountyfl.gov or by contacting the County Manager’s Office at:

Shannon Metty
smetty@jeffersoncountyfl.gov
(850) 342-0223

All inquiries and requests for clarification concerning the solicitation shall be submitted in writing and in accordance with the solicitation. Verbal clarifications will not be provided.

The County reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. The County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the County Manager’s Office at (850) 342-0223 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Manager’s Office via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

EXHIBIT B
INVITATION TO BID

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS



**INTENT AND GENERAL
INFORMATION**

INVITATION TO BID NO: 2023-14
Waukeenah Highway BSCOP Bridge over SCL Railroad
BID ADVERTISE DATE: July 7, 2023
BID RELEASE DATE: July 7, 2023
RESPONSE DUE DATE AND TIME: Aug. 7, 2023 @ 3:00 PM EST

MAIL OR DELIVER RESPONSE TO:
(*hand-delivery or express mail services*)
Jefferson County Board of County Commissioners
ATTN: ITB 2023-14
445 W. Palmer Mill Rd.
Monticello, FL 32344

Contact:
COUNTY MANAGER'S OFFICE
Shannon Metty
445 W. Palmer Mill Rd.
Monticello, FL 32344
850-342-0223
smetty@jeffersoncountyfl.gov

EXHIBIT B
INVITATION TO BID

ITB 2023-14
INTENT AND GENERAL INFORMATION
Waukeena Highway BSCOP Bridge over SCL Railroad

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SECTION 9.0 STANDARD TERMS AND CONDITIONS (STAC)

APPENDICES:

- A. Legal Advertisement
- B. Draft Agreement

EXHIBIT B

INVITATION TO BID

ITB 2023-14
INTENT AND GENERAL INFORMATION
Waukeenh Highway BSCOP Bridge over SCL Railroad

INTENT AND GENERAL INFORMATION

Jefferson County, Florida through Invitation to Bid No. 2023-14 is soliciting bids from qualified businesses registered to do business in the State of Florida to provide repairs to County Road 259 (Waukeenh Highway) over SCL Railroad Bridge #540062.

The repairs will include the replacement of concrete approach slabs to ensure the repair of deficiencies, joint repair/replacement, debris removal from gutter lines. Erosion areas are to be stabilized. Contractor is responsible for complying with Florida Department of Transportation (FDOT) Standard Specifications. Bidders must be an FDOT prequalified contractor. This project is funded by a FDOT Small County Outreach Program (SCOP) Grant subject to the terms of State Funded Grant Agreement, Contract No. G2302, as amended, a copy of which is attached hereto as Appendix C. Bidders are responsible for complying with the requirements therein

It is the intent of this ITB to enter into a Contract with the successful Bidder to begin upon approval of the Board of County Commissioners and the issuance of a Notice to Proceed (NTP), for the Work.

Firms interested in preparing a bid for this ITB must complete the requirements set forth in this ITB, its attached documents and documents incorporated by reference (collectively referred to as the "ITB"). Under the bid process of Jefferson County, the conditions set forth herein are binding on the Bidder as confirmed by the signature of a person with legal authority to bind the Bidder on the cover letter transmitting its Bid to the County in response to this ITB.

If this ITB is amended, the County Manager's Office will issue an appropriate addendum to the ITB. Any addendums will be posted on the County Website. If an addendum is issued, all terms and conditions of this ITB that are not specifically modified in the addendum shall remain unchanged. An addendum to this ITB will be issued if any of the date and/or time change, unless the date(s) fall after the date the ITB Bid(s) are due. Specific dates/time will be determined at each phase.

It is understood and the Bidder hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this ITB. Failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. Bidders are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Bidder's risk.

The County reserves the right to reject any Bid found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this ITB in order to protect its best interests. The County is not liable for any costs incurred by the Bidder

EXHIBIT B

INVITATION TO BID

ITB 2023-14
INTENT AND GENERAL INFORMATION
Waukeelah Highway BSCOP Bridge over SCL Railroad

in preparing its response, nor is a response an offer to contract with any Bidder. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the ITB, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the ITB. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the ITB.

The ITB and any addenda issued are available on the Jefferson County website at <http://www.jeffersoncountyfl.gov> or by contacting the County at 850-342-0223. All questions pertaining to this ITB should be submitted in writing in accordance with the ITB instructions set forth in Section 1.0 of the ITB.

ADA –Special Accommodations: Any person requiring accommodation by the County due to a disability should call the County Manager's Office at 850-342-0223 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Manager's Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this ITB shall be sufficient reason for rejection of the bid.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Bid Advertisement Date	July 7, 2023
Release of Invitation to Bid	July 7, 2023
Bid Questions Due from Prospective Bidder	July 27, 2023
Responses to bid questions due	Aug. 1, 2022
BIDS DUE TO BOCC	Aug. 7, 2023 @ 3:00 P.M.
Posting of Intended Award	Aug 9, 2023
Board Consideration of Intended Award	August 17, 2023
Posting of Notice of Award	August 18, 2023

SECTION 2.0 BID QUESTIONS

- 2.1 All inquiries and questions concerning this ITB, must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Shannon Metty, County Manager smetty@jeffersoncountyfl.gov or mailed to 445 W. Palmer Mill Rd., Monticello, FL 32344.

Questions and responses will be posted on the County's Website and, if necessary, an Addendum or Addenda will be issued.

EXHIBIT B

INVITATION TO BID

ITB 2023-14
INTENT AND GENERAL INFORMATION
Waukeelah Highway BSCOP Bridge over SCL Railroad

SECTION 3.0 SCOPE OF WORK

The repairs will include the replacement of concrete approach slabs to ensure the repair of deficiencies, joint repair/replacement, debris removal from gutter lines. Erosion areas are to be stabilized. Contractor is responsible for complying with Florida Department of Transportation (FDOT) Standard Specifications. Bidders must be an FDOT prequalified contractor. This project is funded by a FDOT Small County Outreach Program (SCOP) Grant subject to the terms of State Funded Grant Agreement, Contract No. G2302, as amended, a copy of which is attached hereto as Appendix C. Bidders are responsible for complying with the requirements therein.

SECTION 4.0 RECEIPT AND OPENING OF THE BID

- 4.1 All Bids received will be recorded and date stamped at the Jefferson County office located at 445 W. Palmer Mill Rd., Monticello FL. The responsibility for submitting the Bid to the County Manager's Office no later than the specified time and date is solely that of the Bidder. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.
- 4.2 Submission of Bids by fax or other electronic means will not be accepted. Late Bids will not be accepted, i.e., any Bid submitted/received after 3:00 P.M. on Aug. 7, 2023 unless otherwise changed through the issuance of an addendum to this ITB.
- 4.3 Any bids received after the stated time and date will not be considered. Late bids shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the Bidder's request and expense.
- 4.4 A Bid may be withdrawn or modified only by written notification from the Bidder prior to the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened
- 4.5 All timely bids will be opened on the date and time indicated in Section 1.0, Schedule of Events (i.e. date Bids are due) or as modified by addendum.

SECTION 5.0 CONE OF SILENCE

- 5.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement date of July 7, 2022 and will terminate upon issuance of Notice of Award. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the County Manager with approval from the Board of County Commissioners and may subject the potential

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Respondent/Consultant or representative to debarment.

- 5.2 A prospective Respondent shall not have any communication with any of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Jefferson County Government, which includes the Jefferson County Sheriff's Office, nor any members of the Evaluation Committee, either individually or collectively, concerning this project. Contractor/Respondent or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.
- 5.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 2.0, Bid Questions. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Bidder and shall become a part of the ITB Document(s).
- 5.4 The Cone of Silence shall not apply to:
- a) Communications at the pre-bid meeting.
 - b) Communications during contract negotiations between designated County employees and the intended Vendor.
 - c) Communication with a Vendor by a County employee following Competitive Procurement opening to clarify the Vendor's Response.
 - d) Communication following the filing of a challenge to a Competitive Procurement between the protesting Vendor or the selected Vendor and the County Manager's Office, and County Attorney's Office concerning the challenge.

SECTION 6.0 BID RESPONSE REQUIREMENTS

- 6.1 The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition. The words "should" or "may" in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Bid.
- 6.2 Bids not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as required forms, bonds, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County.

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- 6.3 The County reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Bids and seek new Bids when it is in the best interest of the County to do so.
- 6.4 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form, for a Bid by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.
 - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - c. Individual shall show the Bidder's name and business address.
 - d. Bid by a joint venture shall be executed by each joint venture member in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.
- 6.5 All names shall be printed in ink below the signatures.
- 6.6 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 6.7 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.
- 6.8 A Bidder seeking to do business with the County shall, at the time of submitting a Bid, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <https://www.dos.myflorida.com/>.
- The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid.

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Bidder's state contractor license number, if any, shall also be shown on the Proposal Transmittal Form (Bid Form 1).

- 6.9 The Bid should address the requirements in a clear and concise manner in the order stated herein.
- 6.10 Bids must include the information/documents specified in the Bid Proposal Forms. Bids that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.
- 6.11 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 6.12 Bids should be typed or clearly written. No changes in or corrections to Bids will be allowed after the Bids are opened.
- 6.13 The signer of the Bid must declare that the Bid in all respects fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.
- 6.14 The County shall not be liable for any costs incurred by Bidder prior to entering into a contract. Therefore, all Bidders are encouraged to provide a simple, straightforward, and concise description of their ability to meet the ITB requirements.

SECTION 7.0 EVALUATION OF BIDS AND SELECTION PROCESS

- 7.1 Bidders who satisfy the required qualifications and are deemed responsible Bidders and who timely submit a responsive Bid will be considered by the County. Bids received from prospective Bidders who have been suspended or debarred will not be accepted or considered. A Bidder whose Bid, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.
- 7.2 The county may consider the following factors in addition to price when determining whether a Bidder is responsive and responsible:
 - a. Ability, capacity and skill of the Bidder to perform the contract.
 - b. Whether the Bidder can perform the contract within the time specified, without delay, interference, or conflict with current workload.
 - c. Character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - d. Quality of performance of previous contracts.
 - e. Previous and existing compliance by the vendor with laws and regulations relating to the contract.

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- f. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.
 - g. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
 - h. Ability of the Bidder to provide further maintenance and service for the use of the subject of the contract, if applicable.
 - i. Number and scope of conditions attached to the bid or quote.
 - j. Qualifications of personnel, licensing and corporate qualifications.
 - k. Evidence of improper litigation.
 - l. Use of one or more subcontractors with a record of poor performance.
- 7.2.1 For the purposes of this section, the county may consider evidence from the ten-year period preceding the subject bid.
- 7.2.2 In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the County Manager or designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, in order to bring the bid within the amount of available funds. After award of this Bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At Contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in its best interest.
- 7.3 The County reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The County further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 7.3.1 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 7.3.2 In evaluating Bids, the County will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

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- 7.3.3 In evaluating Bidders, the County will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions. The apparent low, responsible, responsive bidder will be required to provide a list of similar projects completed in the last five years including the project description, location, dates, and team members, an organizational profile of the company with a list of professional staff, years with the company, a statement of qualifications and copies of professional certifications and licenses held prior to any Board of County Commissioners consideration of an award. Failure to provide this information will result in the Bidder being designated not responsible.
- 7.3.4 The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents. Any Bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include but is not limited to fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.
- 7.3.5 If the Contract is to be awarded, the County will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to offer the award.
- 7.4 Responses to this ITB not meeting the requirements specified herein will be considered non- responsive or not responsible, as applicable. In the best interest of the County, the Jefferson Board of County Commissioners' reserve the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.
- 7.5 Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible Bidders the following steps will be taken to establish the award to the lowest Bidder. This method shall be used for all ties.

Step 1 - Local Business:

Between a Local Business and a Non-Local Business, a Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Local Business.

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Step 2 Drug Free Workplace:

At the conclusion of step 1 if all is equal, the Bidder with a Drug Free Workplace program shall be given preference, over a Bidder with no Drug Free Workplace program. The Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of § 287.087, F.S.

Step 3 Coin Flip:

At the conclusion of Step 1, and Step 2 if all is equal, the Contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

- 7.5.1 When the tie has been broken pursuant to the above procedures, the Contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 7.5.2 If an award or negotiation is unsuccessful with the initial Bidder, award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder if necessary.
- 7.6 When the County gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract with the other Contract Documents which are identified in the Contract as attached thereto. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to the County. The County shall deliver one fully signed counterpart to Successful Bidder.

SECTION 8.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 8.1 The County reserves the right to incorporate the successful Bid into the Contract. Failure of a Bidder to accept this obligation may result in the cancellation of the award. The Contract document and its exhibits are included as Appendix B, which is attached hereto and incorporated herein by reference.
- 8.2 The construction, interpretation, and performance of this ITB, and all transactions under it shall be governed by the laws of the State of Florida and Jefferson County. The Contract shall include all terms and conditions of this ITB, any addenda, response, and the County's contract issued as a result of this ITB.
- 8.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive Bidder(s) within the category chosen for basis

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of award. The County reserves the right to award to one or multiple Bidders at its discretion.

- 8.4 The Successful Bidder will be required to assume responsibility for all services offered in the Bid. The County will consider the Successful Bidder to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 8.5 After successful posting of the award for 72 hours, the Successful Bidder will be required to enter into the Contract with the County.

SECTION 9.0 STANDARD TERMS AND CONDITIONS (STAC)

- 9.1 Definitions
- 9.2 Florida Public Records Law and Confidentiality
- 9.3 Procurement Challenges
- 9.4 Construction and Venue
- 9.5 Contract
- 9.6 Insurance Requirements and Bond Requirements

9.1 Definitions

General terms used throughout this ITB are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Bidder(s) in response to this ITB, resulting in an offer of a Contract to perform the services pursuant to the ITB and their bid.

Bid Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as bid. If required, a bid bond/deposit shall be for 5% of the amount of the bid.

Bidder means any firm, individual or organization submitting a Bid in response to this ITB.

Cone of Silence is the prohibition of any communication between a Vendor and a County officer, employee, or agent regarding a pending Competitive Procurement, except for such communications at a duly noticed Pre-Proposal Conference or oral presentation, or with the County's designated representative noted in the Competitive Procurement documents.

Contract means the legally enforceable document agreed to and signed by the County and successful Bidder(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

County means the Jefferson Board of County Commissioners (BOCC) and its employees.

ITB means this document, its attachments and any document hereinafter incorporated by reference.

Local Business means a business that has a current business tax receipt issued by

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Jefferson County, if required, and has its principal office located within Jefferson County currently and for the six (6) month period immediately preceding submission of a response to a Competitive Procurement.

Notice to Proceed (NTP) Authorization/letter that will inform the Contractor of the date that Contractor can start work. NTP start date will be calculated Fifteen (15) calendar days from the date of the Notice to Award.

Successful Bidder means a Bidder who is Awarded a Contract as result of the Bid submitted in response to this ITB.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract and is due Fifteen (15) days after execution of Contract by the Board of County Commissioners for Jefferson County.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract and is due Fifteen (15) days after execution of Contract by the Board of County Commissioners for Jefferson County

Work or SOW means the scope of work and/or services.

9.2 Florida Public Records Law and Confidentiality

- 9.2.1. By submitting a Bid in response to this ITB, a Bidder acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 9.2.2. Should the Bidder provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Bidder shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 9.2.3. Should any person request to examine or copy any material so designated and provided the affected Bidder has otherwise fully complied with this provision, the County, in reliance on the representations of the Bidder, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Bidder of that request, and the Bidder shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Bidder's

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receipt of such notification, either permitting or refusing to permit such disclosure or copying.

- 9.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Bidder shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Bid submitted by a Bidder in response to this ITB and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

9.3 Procurement Challenges

Any Bidder who desires to formally protest may do so on the grounds of material irregularities in the bid procedure, or material irregularities in the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing and delivered to the County within 72 hours after posting of the intended recommendation of award. A formal written bid challenge shall be filed within 5 working days in the County Manager's Office after the date on which the notice of intent of bid challenge has been submitted. Failure to file a timely notice of intent of bid challenge or failure to file a timely formal written bid challenge shall constitute a waiver of bid challenge proceedings. Bidders who do not submit a legitimate bid do not have standing to file a protest. Furthermore, bidders who would not be awarded the subject contract even if the protest were successful lack standing.

The notice of intent of bid challenge shall contain at a minimum: the name of the bidder, the bidder's address, fax number, and phone number, the name of the bidder's representative to whom notices may be sent, the name and bid number of the solicitation, and a brief factual summary of the basis of the intended challenge.

The formal written bid challenge shall: identify the challenger and the solicitation involved, include a clear statement of the grounds on which the challenge is based, refer to the statutes, laws, ordinances, or other legal authorities to which the challenger deems itself entitled by application of such authorities to such grounds. The challenger shall mail a copy of the notice of challenge and the formal written challenge to the apparent best bidder. The County Manager shall, within ten (10) working days of receipt of the formal written challenge, cause the challenge to be investigated. In the event the challenge is not resolved, the Board shall, within a reasonable time, be presented with the written challenge and the County Manager's decision to the challenge prior to award of the bid. The procurement, which is the subject of the protest, shall not proceed until a final

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decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect substantial interest of the County.

Nothing herein relinquishes the County's rights to waive irregularities and formalities in accordance with its bid package and instructions. Further, nothing herein shall create any rights in the unsuccessful bidder. All decision of the Board shall be final.

9.4 Construction and Venue

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the ITB, Successful Bidder's Bid and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. ITB and all of its addendums and attachments
- c. Successful firm's Bid

Venue for all actions arising under the ITB and subsequent Contract shall lie in Jefferson County, Florida, United States.

9.5 Contract

9.5.1 The Successful Bidder will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.

9.5.2 Any exceptions to the proposed Contract must be noted in Bid Proposal Form 4. The County is under no obligation to modify the proposed Contract to conform to the Successful Bidder's Contract exceptions. Contingent Bids will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Bidder must provide this information to the County at the time of submission of bid questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Bidder's exception and modification are rejected by the County during the bid question portion of the Bid process and the Bidder later submits a Bid, Bidder shall be deemed to have accepted this Contract provision.

9.6 Insurance Requirements

9.6.1 **Insurance Verification Requirements – See Appendix B, Section 4.**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

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1.	Worker's Compensation	
1.)	State	Statutory
2.)	Employer's Liability	\$100,000 each accident \$500,000 policy aggregate
2.	Business Automobile	\$500,000 each occurrence (A combined single limit)
3.	Commercial General Liability	\$500,000 each occurrence (A combined single limit)

This Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy

will not be canceled, terminated or modified without thirty (30) days' prior written notice to the County. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

9.6.2 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted by the County or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the County shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the County of any kind whatsoever. County will immediately notify the Contractor or its assignee of such occurrence. In the event of such termination, the County agrees to peaceably surrender possession of the equipment to the Contractor or its assignee on the date of such termination to the extent that such equipment has not been paid for by the County. The Contractor will be responsible for packing all equipment and any freight charges.

The County will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Contractor shall covenant and agree to indemnify and hold County harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise agreed to by the County in the equipment Contract and which is incurred and arises upon a failure of the County to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.

Commented [RE1]: The County's Risk Management Department/Insurance Advisor should review the insurance requirements for all contracts and provide appropriate coverage requirements.

EXHIBIT B
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APPENDIX A
LEGAL ADVERTISEMENT

[INSERT LEGAL ADVERTISEMENT]

EXHIBIT B
INVITATION TO BID

APPENDIX B
DRAFT CONTRACT

[INSERT APPROPRIATE CONTRACT]

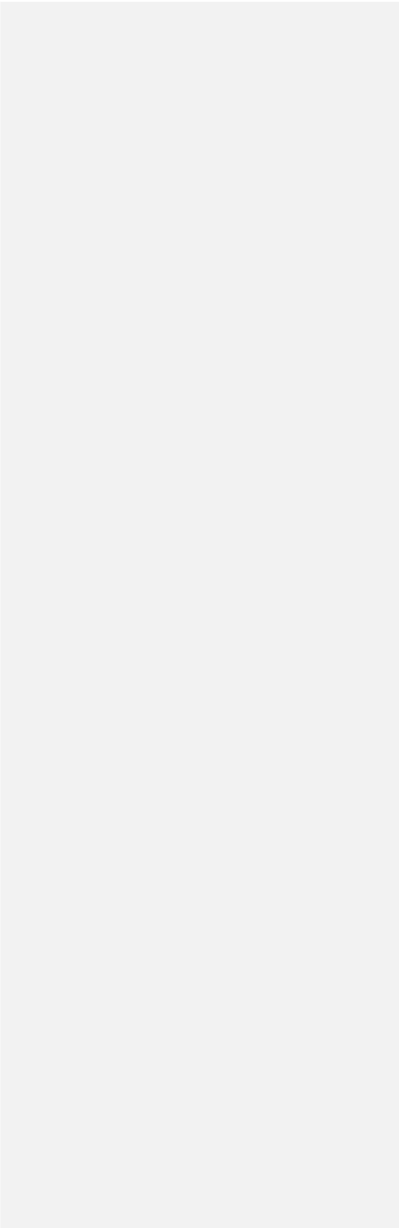


EXHIBIT C

BID PROPOSAL WITH REQUIRED FORMS



Webber Infrastructure Management, Inc.
10415 Morado Circle, Bldg 2, Suite 200
Austin, TX 78759

ITB 2023-14 Waukeenah Highway BSCOP Bridge over SCL Railroad BID PROPOSAL FORMS

BID PROPOSAL FORM 1: PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)

The Board of County Commissioners, Jefferson County, reserves the right to accept or reject any and/or all proposals in the best interest of Jefferson County.

Chris Tuten,
Chairman

This Proposal in response to ITB 2023-14 is submitted by the firm/individual below by the undersigned authorized representative.

Webber Infrastructure Management, Inc.
(Firm Name)
BY 
(Authorized Representative)
Daniel J. Filer
(Printed or Typed Name)
ADDRESS 10415 Morado Circle, Bldg 2, Suite 200, Austin, TX 78759
TELEPHONE (713) 964-2800
E-MAIL bidding.infra@webber.com

FEID # 54-1769861

LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:

NAME: Joel Cruikshank-GBC NUMBER: 1512117
NAME: John Howell NUMBER: PE8260

To: BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA (hereinafter called the "COUNTY")

The undersigned, as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 7/7/2023 Initials AF
Addendum #3 dated 8/1/2023 Initials AF

Addendum #2 dated 7/28/2023 Initials AF
Addendum #4 dated 8-7-23 Initials AF

Bidder proposes, and agrees if this Proposal is accepted, Bidder will contract with the COUNTY in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the COUNTY as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents.

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BID PROPOSAL WITH REQUIRED FORMS

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BID PROPOSAL FORMS

INSERT SUNBIZ INFORMATION HERE:

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

DIVISION OF CORPORATIONS



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Detail by Entity Name

Foreign Profit Corporation
WEBBER INFRASTRUCTURE MANAGEMENT, INC.

Cross Reference Name

VMS, INC.

Filing Information

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Event Date Filed	01/12/2023
Event Effective Date	NONE

Principal Address

10415 Morado Circle, Bldg. 2
Suite 200
Austin, TX 78759

Changed: 07/11/2023

Mailing Address

10415 Morado Circle, Bldg. 2
Suite 200
Austin, TX 78759

Changed: 07/11/2023

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Officer/Director Detail**Name & Address**

Title President

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

Filer, Daniel
10415 Morado Circle, Bldg. 2
Suite 200
Austin, TX 78759

Title Secretary

Carlisle Cole, Jonathan
10415 Morado Circle, Bldg. 2
Suite 200
Austin, TX 78759

Title Treasurer

Little, Matthew
10415 Morado Circle, Bldg. 2
Suite 200
Austin, TX 78759

Title Director

Esteban, Jose Carlos
10415 Morado Circle, Bldg. 2
Suite 200
Austin, TX 78759

Title Director

Tate, W. Bryan
10415 Morado Circle, Bldg. 2
Suite 200
Austin, TX 78759

Title Director, Treasurer

LITTLE, MATTHEW
10415 Morado Circle, Bldg. 2
Suite 200
Austin, TX 78759

Annual Reports

Report Year	Filed Date
2022	04/01/2022
2023	03/17/2023
2023	07/11/2023

Document Images

07/11/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
03/17/2023 -- ANNUAL REPORT	View image in PDF format
01/12/2023 -- Name Change	View image in PDF format

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09/21/2022 – AMENDED ANNUAL REPORT	View image in PDF format
09/20/2022 – AMENDED ANNUAL REPORT	View image in PDF format
04/01/2022 – ANNUAL REPORT	View image in PDF format
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EXHIBIT C

BID PROPOSAL WITH REQUIRED FORMS

2023 FOREIGN PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# F97000003588

Entity Name: WEBBER INFRASTRUCTURE MANAGEMENT, INC.**Current Principal Place of Business:**10415 MORADO CIRCLE, BLDG. 2
SUITE 200
AUSTIN, TX 78759**Current Mailing Address:**10415 MORADO CIRCLE, BLDG. 2
SUITE 200
AUSTIN, TX 78759 US**FEI Number:** 54-1769861**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	PRESIDENT	Title	SECRETARY
Name	FILER, DANIEL	Name	CARLISLE COLE, JONATHAN
Address	10415 MORADO CIRCLE, BLDG. 2 SUITE 200	Address	10415 MORADO CIRCLE, BLDG. 2 SUITE 200
City-State-Zip:	AUSTIN TX 78759	City-State-Zip:	AUSTIN TX 78759
Title	TREASURER	Title	DIRECTOR
Name	LITTLE, MATTHEW	Name	ESTEBAN, JOSE CARLOS
Address	10415 MORADO CIRCLE, BLDG. 2 SUITE 200	Address	10415 MORADO CIRCLE, BLDG. 2 SUITE 200
City-State-Zip:	AUSTIN TX 78759	City-State-Zip:	AUSTIN TX 78759
Title	DIRECTOR	Title	DIRECTOR, TREASURER
Name	TATE, W. BRYAN	Name	LITTLE, MATTHEW
Address	10415 MORADO CIRCLE, BLDG. 2 SUITE 200	Address	10415 MORADO CIRCLE, BLDG. 2 SUITE 200
City-State-Zip:	AUSTIN TX 78759	City-State-Zip:	AUSTIN TX 78759

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JONATHAN CARLISLE COLE**SECRETARY****07/11/2023**

Electronic Signature of Signing Officer/Director Detail

Date

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BID PROPOSAL WITH REQUIRED FORMS

ITB 2023-14
Waukeelah Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

BID PROPOSAL FORM 2:
JEFFERSON COUNTY

Full Company Name of Bidder: Webber Infrastructure Management, Inc.

Main Business Address: 10415 Morado Circle, Bldg 2, Suite 200, Austin, TX 78759
(including city, state and zip)

Business Telephone and Fax Numbers: (713) 964-2800, Fax: n/a

Contact Name: Patrick Cotter, Commercial Director, (305) 450-5868, bidding.infra@wwebber.com

State Contractor's License# 1512117

EXHIBIT C

BID PROPOSAL WITH REQUIRED FORMS

ITB 2023-14
Waukeena Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

Basis of Bid

Bidder will complete the Work in accordance with the Contract Agreement for the following price(s):

Item #	Material	Quantity	Unit	Unit Price	Bid Price
101-1	Mobilization	1	LS	\$17,000.00	\$ 17,000.00
102-1	Maintenance of Traffic	1	LS	\$21,000.00	\$ 21,000.00
110-1-1	Clearing and Grubbing	1	LS	\$4,400.00	\$ 4,400.00
120-2-2	Borrow Excavation	25	CY	\$164.80	\$ 4,120.00
121-70	Flowable Fill	35	CY	\$665.50	\$ 23,292.50
305-1	Bituminous Crack and Joint Sealing for Asphaltic Concrete Roadway	220	LF	\$14.75	\$ 3,245.00
339-1	Miscellaneous Asphalt Pavement	10	TN	\$640.00	\$ 6,400.00
458-1-21	Bridge Deck Expansion Joint, Rehabilitation, Poured Joint with Backer Rod	220	LF	\$89.50	\$ 19,690.00
525-1	Asphaltic Concrete Curb (Guardrail Berm)	48	LF	\$134.00	\$ 6,432.00
536-73	Guardrail Removal	36	LF	\$20.00	\$ 720.00
536-1-1	Guardrail-Roadway, Gen TL-3	36	LF	\$233.50	\$ 8,406.00
570-1-1	Performance Turf	150	SY	\$10.25	\$ 1,537.50
570-1-2	Performance Turf, Sod	40	SY	\$40.75	\$ 1,630.00
	Total			\$	\$118,473.00

****The bid price for each item will be totaled together for a total base bid price. The bidder with the lowest total base bid price will be considered the apparent low bidder.**

NOTE: BIDDER MUST PROVIDE BID PRICES FOR ALL ITEMS.

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

ITB 2023-14
Waukeena Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

BID PROPOSAL FORM 3:
LIST OF PROPOSED SUBCONTRACTORS AND SERVICES TO BE PERFORMED

Subcontract 1 Name: None City/State/Zip Services to Perform and Percentage:
Subcontract 2 Name: None City/State/Zip Services to Perform and Percentage:
Subcontract 3 Name: None City/State/Zip Services to Perform and Percentage:
Subcontract 4 Name: None City/State/Zip Services to Perform and Percentage:
Subcontract 5 Name: None City/State/Zip Services to Perform and Percentage:
Subcontract 6 Name: None City/State/Zip Services to Perform and Percentage:

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

ITB 2023-14
Waukeena Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

BID PROPOSAL FORM 4:
COMMENTS ON PROPOSED CONTRACT

*Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County’s acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form WILL NOT be considered. Please indicate NONE or NA if there are no comments on the proposed contract documents.

<u>Comments on Proposed Contract</u>
Contract Provision at Issue
None
Objection by Bidder
None
Suggested Resolution
None

EXHIBIT C

BID PROPOSAL WITH REQUIRED FORMS

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Waukeelah Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

BID PROPOSAL FORM 5: QUALIFICATION QUESTIONNAIRE

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. What is the firm's current Florida General Business Number?
F97000003588
2. How many years has your organization been in business as a Contractor?
28
3. Describe and give contact information of current projects that you have underway. Do you have a project(s) underway which might interfere with the start of this Work and completion on schedule?
See Attachment 1. We do not have any projects underway that might interfere with the start of this work and completion of this project on schedule.
4. List projects and provide a brief description that you have completed similar in type, size, and nature as the one proposed. Note: Projects may be larger than this project.
 - a. Name of Project: E3P16 - FDOT
 Owner/Engineer: Steven Fisher PE, District Structures Engineer Telephone No.: (850) 330-1652
 Address: 1074 US-90 Chipley, FL 32428
 Date Started: July 1, 2018 Date Completed: June 30, 2023 Contract Value: \$18,224,860.00
 Team Members: Shane Maneth, Chad Wood, Ken Gabel, Antoine Lawson

 Description of Project: Repairs and maintenance of all FDOT structures (bridge and non-bridge) in Gadsden, Holmes, Jackson, Leon, Santa Rosa, Walton, and Washington counties
 - b. Name of Project: E3V33 - FDOT
 Owner/Engineer: Steven Fisher PE, District Structures Engineer Telephone No.: (850) 330-1652

EXHIBIT C

BID PROPOSAL WITH REQUIRED FORMS

ITB 2023-14
Waukeelah Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

Address: 1074 US-90 Chipley, FL 32428
Date Started: April 10, 2023 Date Completed: June 1, 2023 Contract Value: \$223,975.57
Team Members: Shane Maneth, Chad Wood, Ken Gabel, Antoine Lawson

Description of Project: Bridge repair and rehabilitation of SR 4 over Big Juniper Creek Bridge no. 580107

c. Name of Project: E34V7 - FDOT
Owner/Engineer: Steven Fisher PE, District Structures Engineer Telephone No.: (850) 330-1652
Address: 1074 US-90 Chipley, FL 32428
Date Started: September 19, 2022 Date Completed: November 2, 2022 Contract Value: \$219,445.00
Team Members: Shane Maneth, Chad Wood, Ken Gabel, Antoine Lawson

Description of Project: Bridge repair and rehabilitation of SR 10 (US 90) Ochlockonee River Bridges Nos. 550016 and 550127, including replacement of pourable bridge deck joint seals, cleaning and sealing concreted bridge deck surfaces, signing and pavement markings.

5. List any additional references you would like to include outside of projects similar in scope to this one

Name of Project: Project No. E3V27
Owner/Engineer: Steven Fisher PE, District Structures Engineer Telephone No.: (850) 330-1652
Address: 1074 US-90 Chipley, FL 32428

Name of Project: Project No. 50140602
Owner/Engineer: Clay Smallwood, PE, Deputy County Administrator Telephone No.: (850) 340-1488
Address: Gulf County BOCC, 1000 Cecil G. Costin Sr. Blvd, Port St. Joe, FL 32456

Name of Project: Project No. E3O40
Owner/Engineer: Jeff Kerwin, PE, Resident Maintenance Engineer Telephone No.: (850) 245-7927
Address: FDOT District 3 Midway Operations Center, 17 Commerce Blvd, Midway, FL 32343

6. List the projects completed within Jefferson County in the past (3) years.

We have been providing ongoing services in Jefferson County through our Florida Department of Transportation Asset Maintenance Contract no. E3O40 since 2015.

7. Have you ever failed to complete work awarded to you? If so, where and why?

No

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

ITB 2023-14
Waukeena Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

8. Bidders must disclose and provide a description of any and all conflicts occurring in the past seven (7) years with any contracts, projects, or clients. Conflicts include, but are not limited to, payment disputes, quality of work disputes, failure to timely perform, lawsuits, administrative proceedings, claims or threatened claims on bonds, and other matters that may call into question the Bidder's ability to assure a quality and good faith performance. Poor or unacceptable past performance may result in a Bidder being deemed "not responsible." Failure to disclose relevant Conflict information may result in termination for a breach of contract.

List all past project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving your company for the past (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).

N/A, we have nothing which would be responsive to this request.

9. State the true and exact, correct, and complete name under which you do business. BIDDER IS (select one):

☐☐☒

A SOLE PROPRIETORSHIP, PARTNERSHIP OR CORPORATION

Webber Infrastructure Management, Inc.
(Bidder Name)

Address: 10415 Morado Circle, Bldg 2, Suite 200, Austin, TX 78759
(Address)

By Daniel J. Filer (Printed name of person authorized to sign)

President
(Title)


(Authorized Signature)

Phone No.: (713) 964-2800

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

ITB 2023-14
Waukeena Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

10. LIST ALL PRINCIPALS OF ORGANIZATION: (President, Vice-President, Secretary-Treasurer, Partner, etc.)
- Daniel J. Filer - President
- Jonathan Carlisle Cole - Secretary
- Matthew Little - Chief Financial Officer

Machinist Junior Bid writer 8/4/23
Signature and Title of Person Submitting Application Date

EXHIBIT C

BID PROPOSAL WITH REQUIRED FORMS

Attachment 1: Current Projects Underway - Webber Infrastructure Management, Inc.

PROJECT NAME	WORK TYPE	OWNER NAME	OWNER ADDRESS	CONTACT INFORMATION	PRIME/ JV/SUB
5 Counties AM Contract (E3040), FL	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 3 1074 Hwy 90 Chipley, FL 32428	Roland Ybarra, District Contracts Administrator, roland.ybarra@dot.state.fl.us	Prime
Collier County (E1536) AM Contract, FL	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 1 801 N Broadway Ave Bartow, FL 33830	Don Naylor, District Contracts Administrator, don.naylor@dot.state.fl.us	Prime
DS Moveable bridges and AM Contract (E5P05), FL	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 5 719 Woodland Blvd Deland, FL 32720	Jeanne Feeney, Procurement Administrator, jeanne.feeney@dot.state.fl.us	Prime
Duval County AM Project (E2V97-R0)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 2, 1109 S Marion Ave, Lake City, FL 32025	Brittany Whiddon, District Contracts Administrator, brittany.whiddon@dot.state.fl.us	Prime
First Coast Expressway (E8Q58)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	Florida Turnpike, Turkey Lake Service Plaza, Milepost 263 Bldg 5315 Ocoee, FL 34763	Rich Nethercote, District Contracts Administrator, richardjr.nethercote@dot.state.fl.us	Prime
Madison County AM Contract (E2R44), FL	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 2, 1109 S Marion Ave, Lake City, FL 32025	Brittany Whiddon, District Contracts Administrator, brittany.whiddon@dot.state.fl.us	Prime
Ocalaosa AM Contract (E3J21), FL	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 3 1074 Hwy 90 Chipley, FL 32428	Roland Ybarra, District Contracts Administrator, roland.ybarra@dot.state.fl.us	Prime
Orlando Turnpike Landscape (E8T37)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	Florida Turnpike, Turkey Lake Service Plaza, Milepost 263 Bldg 5315 Ocoee, FL 34761	Rich Nethercote, District Contracts Administrator, richardjr.nethercote@dot.state.fl.us	Prime
Pinellas County AM Contract (E7195), FL	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 7 11201 N McKinley Dr Tampa, FL 33612	Carlos Valdes, District Contracts Administrator, carlos.valdes@dot.state.fl.us	Prime
Polk Primaries AM Contract (E1T20)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 1 801 N Broadway Ave Bartow, FL 33830	Don Naylor, District Contracts Administrator, don.naylor@dot.state.fl.us	Prime
Clay County AM Contract	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 2, 1109 S Marion Ave, Lake City, FL 32025	Brittany Whiddon, District Contracts Administrator, brittany.whiddon@dot.state.fl.us	Prime
Nassau County AM Contract	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 2, 1109 S Marion Ave, Lake City, FL 32025	Brittany Whiddon, District Contracts Administrator, brittany.whiddon@dot.state.fl.us	Prime
Citrus County AM Contract	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 7 11201 N McKinley Dr Tampa, FL 33612	Carlos Valdes, District Contracts Administrator, carlos.valdes@dot.state.fl.us	Prime
Washington & Jackson AM Contract	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 3 1074 Hwy 90 Chipley, FL 32428	Roland Ybarra, District Contracts Administrator, roland.ybarra@dot.state.fl.us	Prime
Monroe County AM Contract (E6M77-R0)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 6 1000 NW 111th Ave Miami FL 33172	Ileen Zamora, Contract Supervisor, ileen.zamora@dot.state.fl.us	Prime
Charlotte County AM Contract (E1T80)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 1 801 N Broadway Ave Bartow, FL 33830	Don Naylor, District Contracts Administrator, don.naylor@dot.state.fl.us	Prime
Lee County Pond Maintenance (E1R75-R0)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 1 801 N Broadway Ave Bartow, FL 33830	Don Naylor, District Contracts Administrator, don.naylor@dot.state.fl.us	Prime
Sarasota County AM Contract (E1U59)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 1 801 N Broadway Ave Bartow, FL 33831	Don Naylor, District Contracts Administrator, don.naylor@dot.state.fl.us	Prime
Bay & Calhoun AM Contract (E3V71)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 3 1074 Hwy 90 Chipley, FL 32428	Roland Ybarra, District Contracts Administrator, roland.ybarra@dot.state.fl.us	Prime
D1 Structures Maintenance Contract (E1U99)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 1 801 N Broadway Ave Bartow, FL 33831	Don Naylor, District Contracts Administrator, don.naylor@dot.state.fl.us	Prime
D7 Structures Maintenance Contract (E1U99)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 7 11201 N McKinley Dr Tampa, FL 33612	Carlos Valdes, District Contracts Administrator, carlos.valdes@dot.state.fl.us	Prime
Escambia County AM Contract (E3W02)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 3 1074 Hwy 90 Chipley, FL 32428	Roland Ybarra, District Contracts Administrator, roland.ybarra@dot.state.fl.us	Prime
D3 Rest Areas Maintenance Contract (E3V79)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 3 1074 Hwy 90 Chipley, FL 32430	Roland Ybarra, District Contracts Administrator, roland.ybarra@dot.state.fl.us	Prime
D3 Structures AM Contract (E3W29)	Asset Maintenance (AM)	FDOT- Florida Department of Transportation	District 3 1074 Hwy 90 Chipley, FL 32431	Roland Ybarra, District Contracts Administrator, roland.ybarra@dot.state.fl.us	Prime
Plenary Roads Denver (PRD) Concessionaire, Denver, CO	Asset Maintenance (AM)	Plenary Group - Denver	1700 Lincoln Street, Suite 3000, Denver, CO 80203	Christian Guevara, VP of Operations, christian.guevara@plenarygroup.com	Prime
Osceola 192 12-2526-wv, Osceola County, FL	Asset Maintenance (AM)	Osceola County	2 Courthouse Square, 2nd Floor Wassimiee, FL 34741	Rebecca Jones, Procurement Services Director, rebecca.jones@osceola.org	Prime
Port of Miami Tunnels, Miami, FL	Asset Maintenance (AM)	MAT Concessionaire, LLC	District 6 1000 NW 111th Ave Miami FL 33172	Chris Hodgkins, chrs.hodgkins@mat-tunnel.com	Prime
Presidio Parkway AM	Asset Maintenance (AM)	Golden Link Concessionaire	1230 Ralston Ave, San Francisco, CA 94129	Brandon Yee, Brandon.Yee@glc- presidioparkway.com	Prime
THEA, Tampa Hillsborough Expressway AM, Tampa, FL	Asset Maintenance (AM)	THEA - Tampa Hillsborough Expressway Authority	10137 E Adamo Dr Suite #800A Tampa, FL 33619	Vincent Cassidy, Chairman, board.secretary@thea.ph.signew.com	Prime

EXHIBIT C

BID PROPOSAL WITH REQUIRED FORMS

HCTRA Roadway and Facility Management, Houston, TX	Asset Maintenance (AM)	HCTRA - Harris County Tollroad Authority	7701 Wilshire Pl Dr, Houston, TX 77040	Leilany Thielen, Assistant Director of Maintenance, leilanythielen@hctra.org	Prime
Northern Virginia I-66 Bundled Interstate Maintenance Services (BIMS), NoVA, VA	Asset Maintenance (AM)	VDOT - Virginia Department of Transportation	1401 E. Broad Street Richmond, VA 23219	Carla Franson, Senior Procurement Officer, carla.franson@vdot.virginia.gov	Prime
DC Tunnels, Washington DC, VA	Asset Maintenance (AM)	DDOT - District Department of Transportation	441 4th Street, NW, Suite 330 South, Washington, DC 20001	Louis Brown, Contracting Officer, ocp@dc.gov	Prime
Anton Anderson Memorial (Whittier) Tunnel, Anchorage, AK	Asset Maintenance (AM)	AKDOT - Alaska Department of Transportation	PO Box 196900, Anchorage, AK 99519	Gordon Burton, Facilities Manager, gordon.burton@alaska.gov	Prime
East End Tunnel O&M, Louisville, KY	Asset Maintenance (AM)	KYTC - Kentucky Transportation Cabinet	200 Mero Street Frankfort, KY 40601	Rachel Mills, Director of Construction Procurement, rachel.mills@ky.gov	Prime
President George Bush Turnpike East Routine Maintenance	Asset Maintenance (AM)	NTTA - North Texas Tollway Authority	5900 West Plano Parkway Suite 100, Plano, TX 75093	Stephen Lacasse, Senior Procurement Specialist, slacasse@ntta.org	Prime
Staunton North Flexible Asset Maintenance Services (FAMS)	Asset Maintenance (AM)	VDOT - Virginia Department of Transportation	1401 E. Broad Street Richmond, VA 23219	Carla Franson, Senior Procurement Officer, carla.franson@vdot.virginia.gov	Prime

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

Attachment 2



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 13, 2023

WEBBER INFRASTRUCTURE MANAGEMENT, INC.
10415 MORADO CIRCLE
AUSTIN, TEXAS 78759

REVISED
RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, R&R MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, R&R MINOR BRIDGES

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

DocuSign Envelope ID: B67D5AA1-0750-4949-B6B4-3CC09CEE0F3
ITB 2023-14
Waukeena Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

BID PROPOSAL FORM 6 - INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.


Signed:  DocuSigned by:
19152AECCEFA418...
Name: Daniel J. Filer
Title: President
Firm: Webber Infrastructure Management, Inc.

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

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ITB 2023-14
Waukeelah Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

**BID PROPOSAL FORM 7 - SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Jefferson County Board of County Commissioners

By : Daniel J. Filer, President
[Print individual's name and title]

for Webber Infrastructure Management, Inc.
[Print name of entity submitting sworn statement]

Whose business address is: 10415 Morado Circle, Bldg 2, Suite 200, Austin, TX 78759

and (if applicable) its Federal Employer Identification Number (FEIN) is .54-1769861

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
_____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

EXHIBIT C

BID PROPOSAL WITH REQUIRED FORMS

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Waukeena Highway BSCOP Bridge over SCL Railroad BID PROPOSAL FORMS


5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

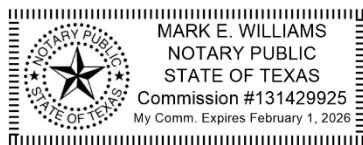
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

Sworn to and subscribed before me this 10 day of, August , 2023

Personally known XX OR Produced identification _____



DocuSigned by: _____ (Type of identification)
Mark E. Williams
A2F9CA09791F40F... NOTARY PUBLIC

Notary Public - State of Texas

My commission expires: 2/1/2026

 Mark E. Williams Printed, typed,
or stamped commissioned name of notary public

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

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Waukeelah Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

BID PROPOSAL FORM 8 - EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

- 1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
- 2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

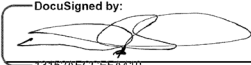
Signed:  DocuSigned by:
13152AECCEFA4TU...
Name: Daniel J. Filer
Title: President
Firm: Webber Infrastructure Management, Inc.
Address: 10415 Morado Circle, Bldg 2, Suite 200, Austin, TX 78759

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

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Waukeena Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

BID PROPOSAL FORM 9 - DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR Webber Infrastructure Management, Inc. TITLE President

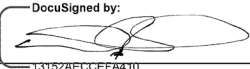
AUTHORIZED SIGNATURE  DATE August 10, 2023

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

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Waukeelah Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

BID PROPOSAL FORM 10 - DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Jefferson County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent’s firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Jefferson County:

N/A

Name of an State Officer or Employee that owns 5% or more in Respondent’s firm:

N/A

DocuSigned by:

13152AECCEFA410...
Daniel J. Filer

Name
Webber Infrastructure Management, Inc.
Company
August 10, 2023

Date

EXHIBIT C

BID PROPOSAL WITH REQUIRED FORMS

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Waukeelah Highway BSCOP Bridge over SCL Railroad BID PROPOSAL FORMS

BID PROPOSAL FORM 11 - NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Jefferson County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,
Webber Infrastructure Management, Inc.
(Name of Corporation, Partnership, Individual, etc.)
a, Corporation formed under the laws of Virginia
(Type of Business) (State or Province)
of which he is President
(Sole partner, president, etc.)
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Jefferson County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Daniel J. Filer

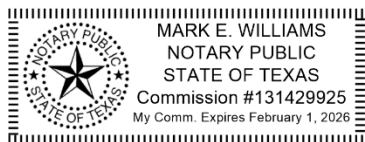
AFFIANT'S NAME

President

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 10 ^{August} day of 2023

Personally Known XX or Produced Identification _____

Type of Identification N/A

DocuSigned by:

Mark E. Williams

A2F9CA09791F40F

Notary Public

Mark E. Williams

(Print, Type or Stamp Commissioned Name of Notary Public)

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

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Waukeena Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

BID PROPOSAL FORM 12 - ETHICS CLAUSE

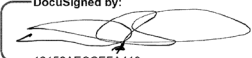
The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:

13192AECCEFA10...
Signature
Daniel J. Filer
Name of Authorized Individual

August 10, 2023
Date
Webber Infrastructure Management, Inc.
Name of Company/Organization
10415 Morado Circle, Bldg 2, Suite 200, Austin, TX 78759
Address of Company/Organization

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS


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BID PROPOSAL FORMS

BID PROPOSAL FORM 13
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.


Signature

President

Title

Webber Infrastructure Management, Inc.
Contractor/Firm

10415 Morado Circle, Bldg 2, Suite 200, Austin, TX 78759
Address

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

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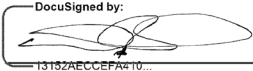
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BID PROPOSAL FORMS

BID PROPOSAL FORM 14 - E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida’s Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this ITB regarding e-Verify Compliance.

SIGNATURE:

DocuSigned by:

13182AECCEFA10...

NAME:

Daniel J. Filer

TITLE:

President

DATE:

August 10, 2023

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

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ITB 2023-14
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BID PROPOSAL FORMS

BID PROPOSAL FORM 15
REQUIRED POLICY ENDORSEMENTS AND DOCUMENTATION

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Jefferson County, Florida, its Officers, employees and volunteers)
General Liability & Automobile Liability

Primary and not contributing coverage-
General Liability & Automobile Liability

Waiver of Subrogation (Jefferson County, Florida, its officers, employees and volunteers)-
General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,
Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability* Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☒ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Rosalind Sobel Signature Rosalind Sobel
Typed or Printed
Date August 10, 2023 Title Corporate Insurance Manager
(Company Risk Mgr or Mgr with Risk Authority)

*Evidence of professional liability is available upon performing work requiring this type of coverage

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

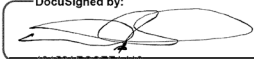
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Waukeena Highway BSCOP Bridge over SCL Railroad
BID PROPOSAL FORMS

BID PROPOSAL FORM 16
CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:

13152AECCEP4410...

Signature/Authorized Certifying Official

Daniel J. Filer, President

Printed or Typed Name and Title

August 10, 2023

Date

EXHIBIT D
PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
 _____, as Principal, whose principal business address is

 and phone number is _____, and
 _____, as Surety, whose principal
 address is _____

_____ and phone number is: _____ are
 held and firmly bound to Jefferson County, Florida (the "COUNTY"), as Obligee in the sum
 of: _____

_____ (\$ _____) for the payment whereof we bond ourselves, our heirs,
 executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of
 _____, 20____, with _____ Obligee for

_____ JEFFERSON COUNTY Project
 No.: _____ in accordance with drawings and specifications, which contract is incorporated
 by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;
 and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including
 appellate proceedings, that Obligee sustains because of any default by Principal under the Contract,
 including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
 and
3. Performs the guarantee of all work and materials furnished under the Contract for
 the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities
 connected with the Contract or the changes do not affect Surety's obligation under this Bond.

EXHIBIT D
PERFORMANCE BOND

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

(Company Name of Contractor)

By: _____ (Officers Signature)

_____ (Officers Name Printed)

Witnesses as to Principal Name: _____ (Signature)

Its: _____ (Title)

EXHIBIT D
PERFORMANCE BOND

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20 _____, by _____ (officer's name), as
_____ (title) of
_____ (company name), a(n) _____
(state) corporation, on behalf of the corporation. He/she is personally known to me OR has
produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No. _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety _____ (Signature)
_____ (Printed Name)

EXHIBIT D
PERFORMANCE BOND

OR

As Attorney in Fact (Signature) (Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature) (Printed Name)

(Business Address) (Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____,
by _____ (officer's name), as _____
(title) of _____ Surety, on behalf of Surety. He/She is
personally known to me OR has produced _____ as
identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

EXHIBIT E
PUBLIC PAYMENT BOND

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is:

and phone number and fax numbers are: _____
and _____, as Surety, whose
principal address is:

_____ are held
and firmly bound to JEFFERSON COUNTY, FLORIDA (the "COUNTY") as Obligee in the
sum
of _____ (\$ _____)

for the payment whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____,
20____, with Obligee for in accordance with drawings and specifications, which contract is
incorporated by reference and made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all
claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor,
materials or supplies, used directly or indirectly by Principal in the prosecution of the work
provided for in the Contract, then is bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any
formalities connected with the Contract or the changes do not affect Surety's obligation under this
Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no
event will the Surety be liable in the aggregate to claimants for more than the penal sum of this
Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day
of _____, 20____, the name of each party being affixed and these presents duly signed by
its under-signed representative, pursuant to authority of its governing body.

EXHIBIT E
PUBLIC PAYMENT BOND

Signed, sealed and delivered in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officer's Signature)
_____ (Officer's Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ (officer's name), as
_____ (title) of _____, a
_____ corporation, on behalf of the corporation. He/she is personally known to me OR
has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

EXHIBIT E
PUBLIC PAYMENT BOND

Witness as to Surety: _____ (Signature)
_____ (Printed Name)

OR

As Attorney in Fact (Signature) (Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature) (Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __,
by _____ (officer's name), as _____ (title)
of _____ Surety, on behalf of Surety. He/She is personally
known to me OR has produced _____ as identification and
who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission

No: _____

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION

State: Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after

being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Jefferson County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, _____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

EXHIBIT G
RELEASE AND AFFIDAVIT

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by _____, as _____ of
_____, a _____ corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____
_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT H
CHANGE ORDER

CHANGE ORDER NO. _____ JEFFERSON COUNTY PROJECT NO. _____

TO: _____

DATE: _____

PROJECT NAME: _____

Jefferson County Project No. _____

Under our AGREEMENT dated _____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE ADDITIVE or DEDUCTIVE Sum of:

_____ (\$ _____).

Original Agreement Amount \$ _____

Sum of Previous Changes \$ _____

This Change Order ADD/DEDUCT \$ _____

Present Agreement Amount \$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (____) calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____, 20____.

JEFFERSON COUNTY, FLORIDA

CONTRACTOR

By: _____
 Chair

By: _____
 President

DESIGN PROFESSIONAL: By: _____ Consulting Engineer

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FPN: <u>449303-1-54-01</u>	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>54 (Jefferson)</u>	Contract No: G2302	Vendor No: <u>F596000690004</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on January 10, 2022

(This date to be entered by DOT only)

by and between the State of Florida Department of Transportation, ("Department"), and Jefferson County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☐ Insert Legal Authority, Insert Funding Program Name, Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in County Road 259 Over SCL Railroad (Bridge #540062) Repair Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before September 30, 2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$203,268. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$203,268 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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

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

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the 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 five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. 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:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
- ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. 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 will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

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- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

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

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
 - c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
 - d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
 - e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
 - f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
 - g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
 - h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
 - i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
-
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, F, and J are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

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g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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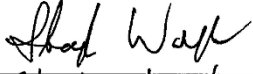
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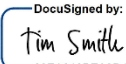
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Jefferson County Board of County Commissioners

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: 
Name: Stephen Walter
Title: Chair, TBOC

DocuSigned by:

By: Tim Smith
Name: Tim Smith, P.E.
Title: Director of Transportation Development


Legal Review:
DocuSigned by:

By: Erin Oliver
Name: Erin Oliver

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 449303-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Jefferson County Board of County Commissioners (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.005 Miles

PROJECT DESCRIPTION: This is a bridge repair project on County Road 259 Over SCL Railroad Bridge# 540062. The repairs will include the replacement of concrete approach slabs to ensure the repair of deficiencies, joint repair/replacement, debris removal from gutter lines and installation of new signage/reflectors. Erosion areas are to be stabilized. The replaced approach slabs will be resurfaced and striped to ensure smooth transition and roadway safety.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% and Final Plans (along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

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The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by
- b) Design to be completed by
- c) Right-of-Way requirements identified and provided to the Department by
- d) Right-of-Way to be certified by
- e) Construction contract to be let by
- f) Construction to be completed by September 30, 2022.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

EXHIBIT I

STATE FUNDED GRANT AGREEMENT, CONTRACT NO. G2302

DocuSign Envelope ID: 7AD3D858-C8CF-4FD0-B3F7-E4F46FFF219D

Alt Form 525-010-80aB

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-011-0B
PROGRAM
MANAGEMENT
8/21
Page 1 of 1

EXHIBIT B SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Jefferson County Board of County Commissioners 1 Courthouse Circle Monticello, Florida 32344		FINANCIAL PROJECT NUMBER: 449303-1-54-01	
--	--	--	--

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Small County Outreach Program)	\$203,268.00	\$	\$203,268.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2022	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Construction Cost		\$203,268.00 100.00%	\$ 0.00 %	\$203,268.00 100.00%	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$203,268.00	\$ 0.00	\$203,268.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells

District Grant Manager Name

DocuSigned by:

Dustin Castells

1/10/2022 | 1:47 PM EST

Signature

Date

EXHIBIT I
STATE FUNDED GRANT AGREEMENT, CONTRACT NO. G2302

DocuSign Envelope ID: 7AD3D858-C8CF-4FD0-B3F7-E4F46FFF219D

Alt Form 525-010-60eC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0C
PROGRAM
MANAGEMENT
05/21
Page 1 of 1

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Jefferson County Board of County Commissioners

PROJECT DESCRIPTION: County Road 259 Over SCL Railroad (Bridge #540062) Repair Project

FPID#: 449303-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT I
STATE FUNDED GRANT AGREEMENT, CONTRACT NO. G2302

DocuSign Envelope ID: 7AD3D858-C8CF-4FD0-B3F7-E4F46FFF219D

Alt Form 525-010-60aD

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0D
PROGRAM MANAGEMENT
05/21
Page 1 of 1

EXHIBIT D
RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT I

STATE FUNDED GRANT AGREEMENT, CONTRACT NO. G2302

DocuSign Envelope ID: 7AD3D858-C8CF-4FD0-B3F7-E4F46FFF219D

Alt Form 525-010-00eF

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-011-0F
PROGRAM
MANAGEMENT
05/21
Page 1 of 2

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

EXHIBIT I
STATE FUNDED GRANT AGREEMENT, CONTRACT NO. G2302

DocuSign Envelope ID: 7AD3D858-C8CF-4FD0-B3F7-E4F46FFF219D

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT I
STATE FUNDED GRANT AGREEMENT, CONTRACT NO. G2302

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All Form 525-010-60eJ

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0J
PROGRAM MANAGEMENT
09/20
Page 1 of 1

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** \$203,268.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

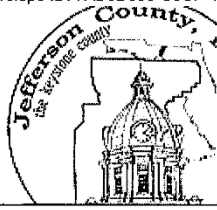
COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT I
STATE FUNDED GRANT AGREEMENT, CONTRACT NO. G2302

DocuSign Envelope ID: 7AD3D858-C8CF-4FD0-B3F7-E4F46FFF219D



**BOARD OF COUNTY
COMMISSIONERS**
THE KEYSTONE COUNTY-ESTABLISHED 1827
435 W. Walnut St., Monticello, Florida 32344

Chris Tuten
District 1

Gene Hall
District 2

JT Surles
District 3

Betsy Barfield
District 4

Stephen Walker
District 5

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION #2021-091621-04

WHEREAS, Jefferson County's Bridge No. 540062 is in need of repairs, and

WHEREAS, Jefferson County does not have the funds to pay for the repairs, and

WHEREAS, the Small County Outreach Program has been created by Section 339.2818, Florida Statutes, to assist small county governments in resurfacing or reconstruction of county roads or in construction of capacity or safety improvements on county roads, including bridge repairs, and

WHEREAS, the Florida Department of Transportation is willing to provide the County with financial assistance under Financial Management Number 449303-1-54-01 for costs directly related to the bridge repair of Waukeenah Highway (CR 259) over SCL Railroad #540062, hereinafter referred to as the "Project",

NOW, THEREFORE, the Jefferson County Board of County Commissioners accepts the financial assistance offered by the Florida Department of Transportation, and authorized the Chairman of the Board to execute the "Small County Outreach Program Agreement- related to the project.

DONE THIS 16th DAY OF September, 2021.

Attest:

Kirk Reams, Clerk of Court

Stephen Walker, Chair

Kirk Reams
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney

EXHIBIT I

STATE FUNDED GRANT AGREEMENT, CONTRACT NO. G2302

DocuSign Envelope ID: 7AD3D858-C8CF-4FD0-B3F7-E4F46FFF219D

To: Wynne.Edwards@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G2302

11/12/2021

CONTRACT INFORMATION

Contract:	G2302
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	JEFFERSON COUNTY BOCC
Vendor ID:	F596000690004
Beginning Date of This Agreement:	11/09/2021
Ending Date of This Agreement:	09/30/2022
Contract Total/Budgetary Ceiling:	ct = \$203,268.00
Description:	Construction of Bridge Repair Project for CR 259 Over SCL Railroad Bridge# 540062

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/12/2021

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55034010307
Expansion Option:	AF
Object Code:	751000
Amount:	\$203,268.00
Financial Project:	44930315401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2022
Budget Entity:	55150200
Category/Category Year:	085576/22
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$203,268.00

EXHIBIT I
STATE FUNDED GRANT AGREEMENT, CONTRACT NO. G2302

DocuSign Envelope ID: 7AD3D858-C8CF-4FD0-B3F7-E4F46FFF219D



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

KEVIN J. THIBAUT, P.E.
SECRETARY

1/10/2022 | 2:56 PM EST

Mr. Kirk Reams
Jefferson County Board of County Commissioners
1 Courthouse Circle
Monticello, Florida 32344

Subject: CR 259 Over SCL Railroad Bridge #540062
State Fund Grant Agreement – Notice to Proceed
Financial Project ID: 449303-1-54-01
Contract Number: G2302

Dear Mr. Reams:


Please find attached a fully executed agreement for the above referenced project. This letter shall serve as the official Notice to Proceed (NTP) for the project.

Please remember the following before incurring any charges related to the project:

- ✓ All consultants must be selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) to receive reimbursement. A certification letter must be provided to the Department for any consultants procured.
- ✓ A copy of the plans, certifications, and Engineer's Estimate must be provided to the Department for review as outlined in Exhibit A. Once plans have been completed, an electronic copy of the signed and sealed plans must be provided for the Department's records.
- ✓ All change orders must be approved by the Department before proceeding with the work. Any project limit changes or change orders will be considered ineligible for reimbursement without the appropriate approvals. In addition, all costs incurred in excess of the executed agreement amount and those costs incurred past the expiration date of the agreement will be the responsibility of the Agency.

The project shall be carried out in accordance with the executed agreement and applicable Florida Law. Should you have questions or need additional information, please contact Wynne Edwards at (850) 330-1303.

Sincerely,

DocuSigned by:

Dustin Castella
Local Programs Administrator

www.fdot.gov

EXHIBIT I

STATE FUNDED GRANT AGREEMENT, CONTRACT NO. G2302

DocuSign Envelope ID: 2B2DBAE5-B7A0-4A97-9045-7F95E9337CC9



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

JARED W. PERDUE, P.E.
SECRETARY

DATE: August 18, 2022
TO: Betsy Barfield, Jefferson County Commissioner
FROM: Maria Showalter
SUBJECT: **EXPIRATION OF AGREEMENT / TIME EXTENSION # 1**
 Financial Management (FM) Number: 449303-1-54-01
 Contract Number: G2302
 Current Expiration Date: September 30, 2022
 Description: BSCOP – CR 259 Over SCL Railroad Bridge #540062

All work on the subject agreement must be completed prior to the expiration date. Work performed after this date will not be eligible for reimbursement. If it is anticipated that work on this project will extend past this date, a time extension may be requested. **Please complete, sign, date and return this form indicating your response below.** If a time extension is being requested, it **must** be received at least **7 days** prior to the expiration date to ensure timely execution. **A request for a time extension must include the extension date, reasons for the extension as well as a schedule for completion of the project.**

☐ I acknowledge receipt of the expiration of this Agreement. A time extension will not be requested.

It is requested that the Agreement for the subject project be extended until

(☒ **March 31, 2023**) or (☐ **June 30, _____**) or (☐ **October 31, _____**) or

(☐ **December 31, _____**) for the reason(s) stated in the attached letter. I have attached an updated schedule.

RECIPIENT:

Jefferson County Board of County
Commissioners

By: Shannon Mettley
(Print Name)

Shannon Mettley 8/19/2022
(Signature) (Date)

Interim County Manager
(Title)

APPROVED:

The Department approves a time extension for the subject
project to **March 31, 2023**

By: Tim Smith, P.E.

(Name)

DocuSigned by:
Tim Smith 9/19/2022 | 2:50 PM EDT
(Signature) (Date)

Director of Transportation Development
(Title)

www.fdot.gov

DS
MS

9/19/2022 | 2:22 PM EDT

EXHIBIT I
STATE FUNDED GRANT AGREEMENT, CONTRACT NO. G2302

DocuSign Envelope ID: 2B2DBAE5-B7A0-4A97-9045-7F95E9337CC9



BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827
1484 SOUTH JEFFERSON STREET; MONTICELLO, FLORIDA 32344
PHONE: (850)-342-0287

Chris Tuten
District 1

Gene Hall
District 2 Chair

J T Surles
District 3

Betsy Barfield
District 4 Vice Chair

Stephen Walker
District 5

August 18, 2022

VIA Email at vickie.kent@dot.state.fl.us

Mrs. Vickie Kent
Florida Department of Transportation
District 3 Local Programs, Program Coordinator
1074 Highway 90 East
Chipley, Florida 32428

RE: **CR 259 Over SCL Railroad Bridge #540062 BSCOP- Jefferson County, FL**
FPID No: 449303-1-54-01

Dear Mrs. Kent:

In recent months construction projects have consistently come in over budget requiring additional funds or scope changes in order for the project to move forward. In an effort to mitigate this challenge, our design team has considered options to accomplish the desired outcome at a reduced cost to the County/FDOT. This preemptive value engineering has resulted in delays in the completion of the final design. It is our understanding that the design team plans to submit the proposed design solution for FDOT consideration by the end of this month. Additionally, concerns exist with the availability of construction crews as well as materials necessary to complete the project. Therefore, it is the purpose of this letter to request that the deadline for completion the design of this project be extended from September 30, 2022 to March 31, 2023.

If you have any questions, please give me a call at 850-875-8672.

Sincerely,

Shannon Metty
Interim County Manager

Kirk Reams
Clerk of Courts

Shannon Metty
Interim County Manager

Heather Encinosa
County Attorney

EXHIBIT I

STATE FUNDED GRANT AGREEMENT, CONTRACT NO. G2302

DocuSign Envelope ID: 48E48B3F-B615-4393-9F4E-2786BC00243B



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

JARED W. PERDUE, P.E.
SECRETARY

DATE: February 28, 2023
TO: Shannon Metty
FROM: Maria Showalter, Local Programs Administrator
SUBJECT: **EXPIRATION OF AGREEMENT / TIME EXTENSION**
 Financial Management (FM) Number: 449303-1-54-01
 Contract Number: G2302
 Current Expiration Date: March 31, 2023
 Description: BSCOP – CR 259 SCL Railroad Bridge # 540062

All work on the subject agreement must be completed prior to the expiration date. Work performed after this date will not be eligible for reimbursement. If it is anticipated that work on this project will extend past this date, a time extension may be requested. **Please complete, sign, date and return this form indicating your response below.** If a time extension is being requested, it **must** be received at least **7 days** prior to the expiration date to ensure timely execution. **A request for a time extension must include the extension date, reasons for the extension as well as a schedule for completion of the project.**

☐ I acknowledge receipt of the expiration of this Agreement. A time extension will not be requested.

It is requested that the Agreement for the subject project be extended until

(☐ March 31, _____) or (☐ June 30, _____) or (☒ October 31, 2023) or

(☐ December 31, _____) for the reason(s) stated in the attached letter. I have attached an updated schedule.

RECIPIENT:

Jefferson County Board of County
Commissioners

By: Shannon Metty
(Print Name)

Shannon Metty 3/17/2023
(Signature) (Date)

County Manager
(Title)

APPROVED:

The Department approves a time extension for the subject
project to October 31, 2023

By: Tim Smith, P.E.

DocuSigned by: _____ (Name)

Tim Smith
00EA910BEA3D404...
(Signature)

03/28/2023 | 3:08 PM EDT
(Date)

Director of Transportation Development
(Title)

www.fdot.gov

DS
MS

03/28/2023 | 2:19 PM EDT

EXHIBIT I
STATE FUNDED GRANT AGREEMENT, CONTRACT NO. G2302

DocuSign Envelope ID: 48E48B3F-B615-4393-9F4E-2786BC00243B



BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827
1484 SOUTH JEFFERSON STREET; MONTICELLO, FLORIDA 32344
PHONE: (850)-342-0287

Chris Tuten	Gene Hall	J T Surles	Austin Hosford	Stephen Walker
District 1 Chairman	District 2	District 3 Vice-Chair	District 4	District 5

March 28, 2023

VIA Email at vickie.kent@dot.state.fl.us

Mrs. Vickie Kent
Florida Department of Transportation
District 3 Local Programs, Program Coordinator
1074 Highway 90 East
Chipley, Florida 32428

RE: CR 259 Over SCL Railroad Bridge #540062 BSCOP- Jefferson County, FL
FPID No: 449303-1-54-01

Dear Mrs. Kent:

In recent months construction projects have consistently come in over budget requiring additional funds or scope changes in order for the project to move forward. In an effort to mitigate this challenge, our design team has considered options to accomplish the desired outcome at a reduced cost to the County/FDOT. This preemptive value engineering has resulted in delays in the completion of the final design. It is our understanding that the design team plans to submit the proposed design solution for FDOT consideration by the end of this month. Additionally, concerns exist with the availability of construction crews as well as materials necessary to complete the project. Therefore, it is the purpose of this letter to request that the deadline for completion the design of this project be extended from March 31, 2023 to September 30, 2024.

If you have any questions, please give me a call at 850-342-0223.

Sincerely,

Shannon Metty
Jefferson County Manager

Kirk Reams Clerk of Courts	Shannon Metty County Manager	Heather Encinosa County Attorney
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Board of County Commissioners

Agenda Request

Date of Meeting: August 17, 2023

Date Submitted: August 11, 2023

To: Honorable Chairman and Members of the Board

From: Evan Rosenthal, Assistant County Attorney
Heather Encinosa, County Attorney

Subject: Approval of Interlocal Agreement with City of Monticello Concerning Solid Waste

Statement of Issue: This agenda item requests Board approval of an Interlocal Agreement (“Agreement”) with the City of Monticello regarding solid waste.

Background and Analysis: Historically, the County has collected a special assessment for solid waste from residential and non-residential properties located in the unincorporated areas of the County and within the City of Monticello. The City’s solid waste tipping fees have also historically been paid by the County.

The Board has decided to discontinue the assessment for non-residential solid waste effective October 1. While the County has historically paid the City’s tipping fees, effective October 1 the City and County will be responsible for their own tipping fees since the County will no longer have the non-residential assessment program.

Representatives of the County met with the City Manager and City Attorney on March 28 to discuss changes to the solid waste program and the parties’ respective responsibilities going forward. At the meeting, the City was informed that due to discontinuation of the non-residential solid waste assessment, effective October 1, the County will no longer pay the City’s tipping fees. At the meeting the City also requested that the County continue to levy the residential assessment within the City. As a result, the City and County need to develop a process for remittance of a portion of the revenues collected within the City to the City to be used by the City to fund its residential tipping fees. The County would retain a percentage of the assessments collected within the City to account for continued use of County residential disposal sites by City residents.

The attached interlocal agreement memorializing the above-described terms was provided to the City on July 19. At the time of this writing, the percentage of the solid waste assessment revenues collected within the City to be retained by the County is still under negotiation, but it is anticipated that those negotiations will soon conclude and an update will be provided to the Board at the

meeting.

Options:

1. Approve Interlocal Agreement with City of Monticello Concerning Solid Waste
2. Do Not Approve Interlocal Agreement with City of Monticello Concerning Solid Waste
3. Board Direction.

Recommendation:

Option #1

Attachments:

Interlocal Agreement with City of Monticello Concerning Solid Waste

**SOLID WASTE INTERLOCAL AGREEMENT BETWEEN
CITY OF MONTICELLO, FLORIDA, AND
JEFFERSON COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT is made by and between Jefferson County, a political subdivision of the State of Florida (the “County”), and the City of Monticello, a municipal corporation of the State of Florida (the “City”), each constituting a Public Agency under Part I of Chapter 163, Florida Statutes, (the “Interlocal Act”).

WHEREAS, pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, the legislature authorized local governments to cooperate on the basis of mutual advantage to provide services and facilities to the public through interlocal agreements; and

WHEREAS, the Board of County Commissioners (the “Board”) enacted Ordinance No. 2020-05072020-02, the Capital Project and Service Assessment Ordinance which authorizes the imposition of annual Solid Waste Assessments for Solid Waste management and disposal services, facilities, and programs against all improved residential property within the County (the “Solid Waste Service Assessments”); and

WHEREAS, the County has adopted, or intends to adopt, resolutions re-imposing Solid Waste Service Assessments for Solid Waste management and disposal services, facilities, and programs within the County, including all incorporated and unincorporated areas, against benefitted residential properties using the tax bill collection method for the Fiscal Year beginning October 1, 2023; and

WHEREAS, the City has consented to the County’s inclusion of its municipal areas in the County’s residential solid waste assessment program; and

WHEREAS, the City has contracted with a franchised solid waste hauler to collect and dispose of all solid waste generated within the municipal limits of the City; and

WHEREAS, the County operates 12 residential solid waste dump sites throughout the County, including one located within the municipal limits of the City; and

WHEREAS, the County’s solid waste dump sites are available for solid waste disposal for all residential property owners within the County, including City residents; and

WHEREAS, utilizing the County’s assessable Solid Waste budget for Fiscal Year 2023-24, the County has determined that the average cost associated with operating one of its 12 solid waste dump sites is approximately \$130,420; and

WHEREAS, to fund a portion of the City’s residential disposal costs for those services provided by the City’s franchised hauler, the County will remit to the City a portion of the assessment proceeds collected from assessed residential properties within the municipal limits of the City.

NOW, THEREFORE, the City and County enter into this Interlocal Agreement and agree to the following terms and conditions:

I. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

II. Payment of Portion of Solid Waste Assessment Revenues to City; Use of Assessment Revenues; Annual Evaluation .

A. Beginning on or before January 31, 2024, the County shall remit quarterly to the City _____ (____%) percent of Solid Waste Service Assessments collected from assessed residential properties within the incorporated area.

B. The City acknowledges and agrees that the Solid Waste Service Assessment revenues are legally restricted and that such revenues cannot be used for any purpose other than to provide solid waste management and disposal services to residential properties within the City. In the event there is any fund balance remaining at the end of a Fiscal Year, such balance shall be carried forward and used only to fund the City's provision of solid waste management and disposal services to residential properties within the City. Upon request of the County, the City shall provide information and records to the County substantiating its use of the Solid Waste Service Assessment revenues, including with respect to any amounts carried forward.

C. On or before May 1 of each year following the Effective Date of this Agreement, representatives of the Parties shall meet to discuss whether any adjustment of the percentage described in Section II. A. is warranted based upon the Parties' respective costs, use of the County's solid waste dump sites by City residents, and other relevant factors. Any such adjustment shall be effectuated by written amendment to this Agreement, in accordance with Section VI. C. hereof.

III. Tipping Fees. Effective October 1, 2023, the City shall be responsible for payment of all tipping fees associated with the disposal of solid waste collected within the incorporated area of the City (with the exception of tipping fees associated with solid waste collected from any County residential solid waste dump sites located within the incorporated area), and the County shall be responsible for payment of all tipping fees for solid waste collected at its residential solid waste dump sites.

IV. Comingling of Waste Prohibited. The City and its franchised hauler shall ensure that the County is not billed for any waste collected within the incorporated area. The City and County shall ensure that, during the provision of the solid waste management and disposal services, their employees, franchisees, contractors, and agents will not comingle any waste collected within the incorporated area with waste collected within the unincorporated area and vice versa.

V. Notices. All notices, requests, demands or other communications hereunder will be in writing and will be deemed to be properly given if hand-delivered, mailed by certified or registered U.S. Mail, or delivered by a generally accepted overnight courier service, such as Federal Express or United Parcel Service. Notices will be addressed as follows:

To the City: Seth Lawless
City Manager
245 S. Mulberry St.
Monticello, FL 32344

To the County: Shannon Metty
County Manager
455 W. Walnut St.
Monticello, FL 32344

with copy to: Heather J. Encinosa, Esq.
County Attorney
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308

Either party may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent. Any notice will be deemed given on the date such notice is delivered by hand or three days after the date mailed, if mailed to the proper address.

VI. General Provisions.

A. If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this Agreement, then the non-defaulting party will give written notice to the defaulting party specifying the nature of the default. If the defaulting party does not cure the default within forty-five (45) days after the date of the written notice, then this Agreement, at the option of the non-defaulting party, may terminate. This paragraph is not intended to replace any other legal or equitable remedies available to the non-defaulting party under Florida law but is in addition thereto.

B. With respect to the matters contemplated by this Agreement, neither party will be liable or responsible to the other as a result of any injury to property or person which was caused by an event of Force Majeure, which includes, but is not limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of any public enemy, wars, blockades, riots, acts of armed forces, epidemics/pandemics, delays by carriers, inability to obtain materials or rights-of-way on reasonable terms, acts or failures to act by public authorities not under the control of either party to this Agreement, or acts or failures to act by regulatory authorities.

C. No amendment, supplement, modification, or waiver of this Agreement will be binding upon either party unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions of this Agreement, whether or not similar, unless otherwise expressly provided.

D. If any part of this Interlocal Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability will not affect the other parts of this Agreement if the

rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be implemented.

E. This Interlocal Agreement will be governed by, construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action or proceeding to construe or enforce the provisions of this Interlocal Agreement will be in the Circuit Court in and for Jefferson County, Florida.

F. This Interlocal Agreement may be executed in counterparts, each of which will constitute an original and all of which will be deemed but one and the same instrument.

G. This Interlocal Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, discussions, or representations, either oral or written, between the parties and made with respect to the matters contained herein, and there are no warranties, representations, or other agreements among the parties in connection with the subject matter hereof, except as set forth herein.

H. The County shall not be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the City, or any other agents, employees, officers, or officials of the City, and neither the City nor any other agents, employees, officers or officials of the City have any authority or power to otherwise obligate the County in any manner.

I. A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Jefferson County, Florida, as required by the Interlocal Act.

J. This Interlocal Agreement shall become effective on the date the last of the parties hereto executes this Interlocal Agreement and the filing requirements of Section V(I) hereof are satisfied.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF, the City and the County have been duly authorized to enter into this Interlocal Agreement which their proper officers have caused to be executed and their seals to be affixed hereunder on the dates indicated below, the latter of which dates shall be the Effective Date.

CITY OF MONTICELLO

JEFFERSON COUNTY

Gloria Cox
Mayor, City Council

Chris Tuten
Chairman, Board of County Commissioners

Date: _____

Date: _____

ATTEST:

ATTEST:

Emily Anderson
City Clerk/Treasurer

Kirk Reams
Ex Officio Clerk to the Board

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.
County Attorney

Board of County Commissioners

Agenda Request

Date of Meeting: August 8, 2023

Date Submitted: August 17, 2023

To: Honorable Chairman and Members of the Board

From: Katrina Richardson, TDC Coordinator

Subject: Removal of Tourist Development Council Member and Appointment of New Tourist Development Council Member

Statement of Issue: This agenda item requests Board approval of a Resolution appointing a member of the Tourist Development Council (the “Council”).

Background: On May 3, 2023, Ryan Reines resigned from his seat reserved for a member of the tourist industry or with a demonstrated interest in tourist development and from his term ending December 31, 2025.

Of the last 9 meetings of the Council held between October 3, 2022, to July 18, 2023, Council Member Tushar Patel has been absent from 8 meetings. The minutes of these Council meetings are attached hereto as Attachment #1. Mr. Patel serves in a position on the Council reserved for an Owner/Operator of Motels, Hotels, RV Parks, or Other Tourist Accommodations for a term that ends December 31, 2025.

Staff are requesting that Council Member Patel be removed by vote of the Board and replaced with Davis Revell, who is an owner-operator of an AirBnB, for the remainder of the term. Staff are also requesting that George B. “Tony” Hogg, III, owner of Full Moon Farm, who has a demonstrated interest in tourist development, be appointed to the vacant seat reserved for a member of the Tourist Industry or with a demonstrated interest in tourist development for the remainder of the term.

Analysis: The Bylaws of the Council contain the following provisions regarding Vacancies and Removal:

Section 3.4. Vacancies. Should any seat on the Council become vacant, a replacement to serve the remainder of that term shall be appointed in the same manner as the appointment of the person whose absence created the vacancy.

Section 3.5. Removal/Resignation.

a. The Board is authorized to remove any member from the Council upon an affirmative vote of the Board. Reasons for removal of a Council member include, but are not limited to, the following:

1. The member is no longer an elector within the County;
2. The member is absent from two of three successive, regularly scheduled meetings; or
3. The member has frequent conflicts of interest.

b. In the event a Council member no longer conforms to the criteria to hold the seat to which they were appointed, said Council member shall forward a letter to the Council and the Board stating these facts and shall additionally tender a letter of resignation along with this submittal.

Mr. Patel has been absent for more than two of three successive, regularly scheduled meetings, and Staff are recommending that the Board vote to remove him from the Council pursuant to Section 3.5 of the Bylaws.

Mr. Revell, as the owner and operator of AirBnB accommodations, is eligible to serve in the seat that will become vacant as the result of Mr. Patel's removal. Should this Board remove Mr. Patel from the Council, Staff recommend that Mr. Revell be appointed to serve the remainder of the term ending December 31, 2025.

Mr. Hogg, as the owner of Full Moon Farm and having a demonstrated interest in tourist development, is eligible to serve in the vacant seat reserved for a member of the tourist industry or with a demonstrated interest in tourist development for the remainder of the term ending December 31, 2025.

Options:

1. Approve Removal of Tourist Development Council Member Tushar Patel and Resolution Appointing David Revell and George B. "Tony" Hogg, III, to the Tourist Development Council.
2. Do Not Approve Removal of Tourist Development Council Member Tushar Patel and Resolution Appointing David Revell and Tony Hogg to the Tourist Development Council.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Minutes of the Tourist Development Council October 2022 to Present
2. Tourist Development Council Appointment Resolution

MINUTES
JEFFERSON COUNTY TOURIST DEVELOPMENT COUNCIL

October 3, 2022

The Jefferson County Tourist Development Council met on October 3, 2022 at 10:15 a.m. at the North Florida Wildlife Center.

Board Members Present:

Gretchen Avera
Gloria Cox
Chris Tuten
Ryan Reines
Troy Avera

Others Present:

Katrina Richardson, Executive Director and Kay Buchanan, Administrative Assistant.

Not Present:

Tuschar Patel, Michele Arceneaux, David Ward, Arun Kundra.

The meeting was called to order by Gretchen Avera.

Reading of the Minutes – September 12, 2022. Chris Tuten motioned to approve, Gloria Cox seconded motion. Minutes were approved.

Coordinator Report

- The Chamber held its annual dinner on September 22, 2022
- Upcoming events: The Annual Farm Tour will be held on October 15th – 16th. There are 7 farms in Jefferson County on the tour. Other upcoming events are: Ghouls Night Out, Halloween events by Linda Ford (ghost tours), and the Rodeo.

Financials

- Katrina presented the financial report and reported a balance of \$55,154.79.
Discussion on actual working balance.

Old Business

- The 3 brochures- 1–2-day itineraries for Adventure travel, Historic travel and Camping are at the chamber and being distributed.

New Business

- Troy Avera stated that he is the owner of the Heritage Roads website and would like someone to take it over.

Gretchen Avera adjourned the meeting at 10:45 a.m.

MINUTES

JEFFERSON COUNTY TOURIST DEVELOPMENT COUNCIL

November 7, 2022

The Jefferson County Tourist Development Council met on November 7, 2022 at 10:00 a.m. at 402 W. Washington Street.

Board Members Present:

Gretchen Avera
Chris Tuten
Troy Avera
Michele Arceneaux
David Ward
Arun Kundra via phone
Ryan Reines via phone

Others Present:

Katrina Richardson, Executive Director Katie Reeves.

Not Present:

Tuschar Patel

The meeting was called to order by Gretchen Avera.

Reading of the Minutes – October 3, 2022. David Ward motioned to approve, Troy Avera seconded motion. Minutes were approved.

Coordinator Report

- No Chamber activity for October. BBQ & Chili Challenge canceled for 11/11/22
- Experience Monticello hosted Ghouls Night Out and Candy Crawl-great response
- SMR held their musical event at the Opera House on November 5 – need feedback from event holders for grants given out.
- Upcoming events: Monticello Christmas parade and MOH shows
- Michele Arceneaux reported on the grant request that funds will also be used for Experience Monticello Website. Chris Tuten motioned and Troy 2nd – approved without descent

Financials

- Katrina presented the financial report and the discussion for the proposed budget was approved. Motion by Troy and seconded by Chris Tuten to approve the \$85,000 budget for 2022-2023 – unanimously approved
-

Old Business

- Katie Reeves reported on the website updates and promoting with QR codes for lodging facilities. She will return next month with google analytics reports

MINUTES

JEFFERSON COUNTY TOURIST DEVELOPMENT COUNCIL

December 5, 2022

The Jefferson County Tourist Development Council met on December, 2022 at 10:00 a.m. at 402 W. Washington Street.

Board Members Present:

Gretchen Avera
Chris Tuten
Troy Avera
Mike Herrin

Others Present:

Katrina Richardson, Executive Director
Randy Conyers, Executive Assistant

Not Present:

Tuschar Patel
Michele Arceneaux
David Ward
Arun Kundra
Ryan Reines
Gloria Cox

There were not enough members for a quorum, but a discussion of topics was held. The meeting was opened by Gretchen.

Reading of the Minutes- Minutes were not read or approved as a quorum was not established.

Coordinator Report

- Chamber Christmas party was being held on December 6, 2022.
- Experience Monticello hosted Monticello Christmas on December 2, 2022. Very well attended.
- MOH finished the Great American Trailer Park show on December 4, 2022.
- Wirick-Simmons House held a Christmas party and handed out hot chocolate during the Monticello Christmas.
- Upcoming events: The Cricket's and Curry's Annual Christmas show will be held on December 17, 2022.

Financials

- Katrina stated revenues are doing well with an additional income of \$8000 this past month. The revenues include money from Air Bnb's, VRBO's, and Camping.

MINUTES

JEFFERSON COUNTY TOURIST DEVELOPMENT COUNCIL

January 9, 2023

The Jefferson County Tourist Development Council met on January 9, 2023 at 10:02 a.m. at 402 W. Washington Street.

Board Members Present:

Chris Tuten
Troy Avera
David Ward
Michele Arceneaux
Arun Kundra- by phone

Others Present:

Katrina Richardson, Executive Director
Randy Conyers, Executive Assistant
Katie Truelove, ktcreative
Betsy Barfield, Dirty Pecan

Not Present:

Tuschar Patel
Ryan Reines
Gloria Cox

The meeting was called to order by David Ward.

Reading of the Minutes – November 7, 2022 and December 5, 2022. Troy Avera motioned to approve, Michele Arceneaux seconded motion. Minutes were approved.

Coordinator Report

- Experience Monticello hosted Monticello Christmas on December 2, 2022. Very well attended. 30 parade entries. Decorated Dogwood St.
- MOH finished the Great American Trailer Park show on December 4, 2022.
- The Cricket's and Curry's Annual Christmas show was held on December 17, 2022.
- Poker Tournament will be held on February 18 at the Jefferson Country Club.
- Experience Monticello will be hosting Galentine's Night.
- A memorial service will be held at the Boots Thomas memorial on February 23 at 2pm.

Financials

- Katrina stated revenues are doing well with an additional income of \$9205 this past month.

MINUTES
JEFFERSON COUNTY TOURIST DEVELOPMENT COUNCIL

February 6, 2023

The Jefferson County Tourist Development Council met on February 6, 2023 at 10:00 am at 420 W. Washington Street.

Board Members Present:

Chris Tuten
Troy Avera
David Ward
Michele Arceneaux
Ryan Reines - by phone
Gloria Cox

Others Present:

Katrina Richardson, Executive Director
Randy Conyers, Executive Assistant

Not Present:

Tuschar Patel
Arun Kundra

The meeting was called to order by David Ward at 10:04 am and a quorum was established.

Reading of the Minutes – January 9, 2023. Chris Tuten motioned to approve; Troy Avera seconded motion. Minutes were approved.

Coordinator Report

- MOH finished the Blythe Spirit show on February 5, 2023.
- Poker Tournament will be held on February 18 at the Jefferson Country Club.
- Experience Monticello will be hosting Galentine's Night in Downtown Monticello on February 9.
- A memorial service will be held at the Boots Thomas memorial on February 23 at 2 pm.
- A Sip n Stroll will be held the 2nd Saturday of each month.
- Allison Tant will hold a meet and greet on Thursday, February 9 from 6:30 to 7:30 pm at the library.
- The Dirty Pecan will be held on March 4, 2023.
- Aucilla Research and Tall Timbers will hold an Aucilla Sinks Hike on March 11, 2023.

Financials

- Katrina stated revenues are doing well with an additional income of \$8552 this past month. She also said we had \$70,960.55 in the bank.

MINUTES
JEFFERSON COUNTY TOURIST DEVELOPMENT COUNCIL
March 6, 2023

No meeting was held due to lack of quorum.

Board Members Present:

David Ward
Gloria Cox
Pat Inman

Others Present:

Katrina Richardson, Executive Director
Emma Conrad

Not Present:

Tuschar Patel
Arun Kundra
Chris Tuten
Troy Avera
Michele Arceneaux
Ryan Reines

MINUTES
JEFFERSON COUNTY TOURIST DEVELOPMENT COUNCIL

April 3, 2023

The Jefferson County Tourist Development Council met on April 3, 2023 at 10:01 am at 420 W. Washington Street.

Board Members Present:

Chris Tuten
David Ward
Michele Arceneaux
Ryan Reines
Gloria Cox- by phone
Pat Inmon
Arun Kundra

Others Present:

Katrina Richardson, Executive Director
Emma Conrad, Executive Assistant
Shannon Metty- County Coordinator
Kirsten Mood- Assistant County Attorney

Not Present:

Tuschar Patel
Troy Avera

The meeting was called to order by David Ward at 10:01 am and a quorum was established.

Reading of the Minutes – February 6, 2023. Chris Tuten motioned to approve; Michele Arceneaux seconded motion. Minutes were approved.

Bed Tax Update

Kirsten Mood introduced and explained memorandum and explained the importance of getting plan by July 1. The TDC discussed and some wanted to where the money for the 3 pennies is going before increasing to 5. The TDC discussed the importance of needing a plan ready for the May meeting so they can vote on it then to stay on schedule for the July 1 deadline. The group felt that they need to more time to come together to discuss a plan to have ready at the May meeting for voting and felt a workshop would be best. Michele Arceneaux motioned for workshop on April 17, 2023. Michele Arceneaux advised motion for the meeting to be at 11 AM, Ryan Reines seconded motion. Motion was approved.

Coordinator Report

- Katrina Richardson stated that the St. Patrick's Day events were well attended in town.

MINUTES

JEFFERSON COUNTY TOURIST DEVELOPMENT COUNCIL

May 1, 2023

The Jefferson County Tourist Development Council met on May 1, 2023 at 10:00 am at 420 W. Washington Street.

Board Members Present:

Chris Tuten
David Ward
Michele Arceneaux
Ryan Reines- left at 11:30 am
Gloria Cox-arrived at 10:20 am
Pat Inmon
Tushar Patel- left at 11:28 am

Others Present:

Katrina Richardson, Executive Director
Randy Conyers, Executive Assistant
Kirsten Mood- Assistant to the County Attorney

Not Present:

Tushar Patel
Troy Avera
Arun Kundra

Comments from Public:

Scotty Ebberbach, Daffodale House, 620 W. Washington St., Monticello, FL 32344
Heath Bass, A Stones Throw RV Park, 5427 Waukeenah St., Monticello, FL 32344
Mike Herrin, Monticello Opera House, 185 W. Washington St., Monticello, FL 32344
Pat Cichon, Monticello Opera House, 185 W. Washington St., Monticello, FL 32344
Betsy Barfield, Dirty Pecan Race, 387 DeSearcy Ln., Monticello, FL 32344

The meeting was called to order by David Ward at 10:03 am and a quorum was established.

Reading of the Minutes – April 3, 2023. Three corrections were noted:

Arun Kundra was listed as both present and absent. Arun Kundra was present for the April meeting. Troy Avera was listed as present, but was absent for the April meeting. Pat Inmon's name was misspelled but corrected.

Michele Arceneaux made a motion to approve the minutes with corrections; Pat Inmon seconded motion. **Motion passed unanimously.** Minutes were approved.

MINUTES

JEFFERSON COUNTY TOURIST DEVELOPMENT COUNCIL

June 5, 2023

The Jefferson County Tourist Development Council met on June 5, 2023, at 10:20 am at 420 W. Washington Street.

Board Members Present:

Troy Alvera
Michele Arceneaux
Gloria Cox
Pat Inmon
Davis Revel
David Ward
Arun Kundra

Others Present:

Katrina Richardson, Executive Director
Emily Knowles, Assistant to the Executive Director

Not Present:

Tuschar Patel
Chris Tuten

The meeting was called to order by David Ward at 10:20 am and a quorum was established.

Reading of the Minutes – May 1, 2023. Pat Inmon motioned to approve, Troy Alvera seconded motion. Minutes were approved.

Coordinator's Report

- Opera House had a good turnout for showing and extended it because the show was so good. Shows are being sold out quickly.
- Katrina Richardson stated Watermelon Pageant was held Saturday and announced Miss and Jr Miss winners.
- Katrina Richardson stated information about Festival events such as Kick-off dinner with baby and dog photo winners being announced, Watermelon Crawl, Pickleball tournament, and the actual Festival. Had to turn vendors away because of space.

Financials

- Katrina stated we are almost at \$60,000 for 8 months.
- Pat Inmon asked about the \$76,940 reserve and if that was the same amount. Katrina Richardson answered that the amount in the reserve was the same.

Bed Tax Update

MINUTES

JEFFERSON COUNTY TOURIST DEVELOPMENT COUNCIL

July 18, 2023

The Jefferson County Tourist Development Council met on July 18, 2023, at 10:03 am at 420 W. Washington Street.

Board Members Present:

Michele Arceneaux
Gloria Cox
Pat Inmon
Davis Revel
Arun Kundra
Chris Tuten
David Ward

Others Present:

Katrina Richardson, Executive Director
Emily Knowles, Assistant to the Executive Director
Theresa Sterling

Not Present:

Tuschar Patel

The meeting was called to order by David Ward at 10:04 am and a quorum was established.

Reading of the Minutes – June 5, 2023. Michele Arceneaux motioned to approve, Gloria Cox seconded motion. Minutes were approved.

Grant Request

- David Ward said we will not be voting on this but listening to the grant request.
- NFWC Request a grant for an ADA compliant wheelchair ramp.
- NFWC is included in the 3 pennies used.
- Ryan Reines says many tourists are handicapped and they have failed to raise the funds for a wheelchair ramp themselves.
- Legally they could get in big trouble for not providing an ADA compliant wheelchair ramp.
- Michele requested to see the policy passed and go over it again.
- Chris Tuten says he can get the policy, but it can go towards this grant request.
- Michele's request to have a grant deadline, review period, and an accepting period to see all grant requests at once to get an overview of the cost of all grants.
- David Ward wishes to table this for the next meeting.
- Gloria Cox mentions it is a wonderful request, but we need to address this request at a different time.

Coordinator's Report

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, RELATING TO THE JEFFERSON COUNTY TOURIST DEVELOPMENT COUNCIL; APPOINTING NEW MEMBER TO THE JEFFERSON COUNTY TOURIST DEVELOPMENT COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (“Board”) previously adopted Resolution No. 03-0220-01 and Ordinance No. 04-04 establishing the Jefferson County Tourist Development Council (“Council”) pursuant to Section 125.0104, Florida Statutes, and adopted Bylaws for and ratified appointments to the Council in Resolution No. 2023-15; and

WHEREAS, the Board has removed a member of the Council pursuant to Section 3.5 of the Bylaws in light of absences from successive, regularly scheduled meetings and the Council has one vacancy resulting from a resignation; and

WHEREAS, the vacancy on the Council created by the removal is reserved for an owner/operator of motels, hotels, RV Parks, or other tourist accommodations, and the vacancy created by resignation is reserved for a member who is in the tourist industry or has a demonstrated interest in tourist development; and

WHEREAS, the remainder of the terms for both vacancies end December 31, 2025; and

WHEREAS, Mr. Davis Revell is a citizen of Jefferson County and the owner and operator of an Airbnb, and Mr. Tony Hogg is a citizen of Jefferson County and the owner and operator of Full Moon farms with a demonstrated interest in tourist development; and

WHEREAS, Mr. Davis Revell and Mr. George B. “Tony” Hogg, III, are qualified to fill the above-described vacancies; and

WHEREAS, the Board now desires to appoint Mr. Davis Revell and Mr. George B. “Tony” Hogg, III, to fill the vacancies on the Council for the remainder of the terms ending December 31, 2025.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Jefferson County, Florida, that:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. APPOINTMENTS OF JEFFERSON COUNTY TOURIST DEVELOPMENT COUNCIL MEMBERS. The Board hereby appoints Davis Revell to fill the vacancy on the Council reserved for a member who is an owner or operator of motels, hotels, RV

parks, or other tourist accommodations. The Board hereby appoints George B. “Tony” Hogg, III, to fill the vacancy on the Council reserved for a member who is in the tourist industry or has a demonstrated interest in tourist development. These appointments are made for the remainder of the terms ending December 31, 2025. The composition of the Board, including these appointments, is set forth in Exhibit A attached hereto.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective upon its approval.

PASSED AND DULY ADOPTED at the meeting of the Board of County Commissioners of Jefferson County, Florida on the ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

Chris Tuten, Chair

ATTEST:

Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq., County Attorney

Member	Position	Term End Date
Commissioner Chris Tuten	Board of County Commissioners Chairperson or Designee	December 31, 2027
Council Member Gloria Cox	Elected Municipal Official	December 31, 2026
Council Member Troy Avera	Elected Municipal Official	December 31, 2025
Pat Inmon	Owner/Operator of Motels, Hotels, RV Parks, or Other Tourist Accommodations	December 31, 2027
Arun Kundra	Owner or Operator of Motels, Hotels, RV Parks, or Other Tourist Accommodations	December 31, 2024
Davis Revell	Owner or Operator of Motels, Hotels, RV Parks, or Other Tourist Accommodations	December 31, 2025
Michelle Arceneaux	Tourist Industry or Demonstrated Interest in Tourist Development	December 31, 2027
David Ward	Tourist Industry or Demonstrated Interest in Tourist Development	December 31, 2024
Tony Hogg	Tourist Industry or Demonstrated Interest in Tourist Development	December 31, 2025

Board of County Commissioners

Agenda Request

Date of Meeting: August 17, 2023

Date Submitted: August 11, 2023

To: Honorable Chairman and Members of the Board

From: Shannon Metty, Interim County Manager

Subject: Request Board Approval of Resolution Declaring Surplus Property and Electing to Sell Surplus Property Using the Minimum Base Bid Method

Statement of Issue:

This agenda item requests Board approval of a Resolution Declaring Real Property as Surplus.

Background:

The Jefferson County Board of County Commissioners acquired title to approximately 26.85 acres of certain real property identified as Parcel Tax ID No. 12-1N-4E-0000-006K-0000 located on 300 Industrial Park Drive, Monticello, Florida 32344 on November 10, 1998. The full parcel was originally acquired for \$98,700. An approximately 3-acre portion of the full parcel (hereinafter referred to as the “Industrial Park Parcel”) is unusable or not needed for County purposes or usable for affordable housing.

The Jefferson County Board of County Commissioners acquired title to approximately 7.22 acres of certain real property identified as Parcel Tax ID No. 31-2N-5E-0000-0141-0000 located at 1484 S. Jefferson Street, Monticello, Florida 32344. An approximately 1.657-acre portion of the full parcel containing a former office and warehouse building (hereinafter referred to as the “Building Parcel”) is unusable or not needed for County purposes or usable for affordable housing.

Analysis:

Real property that is unusable or not needed for County purposes or usable for affordable housing can be declared surplus pursuant to Section 30-12 of Jefferson County Ordinance No. 22-11032022-05. The Industrial Park Parcel and the Building Parcel (hereinafter collectively referred to as the “Property”) may be declared as surplus because the Property is no longer needed for County purposes or usable for affordable housing.

Pursuant to the Section 30-13(H) of Jefferson County Ordinance No. 22-11032022-05, surplus property may be disposed of by Minimum Base Bid method after an appraisal is obtained to determine the minimum base bid and the Board elects to advertise for bids using the minimum base bid as part of a duly noticed regular meeting of the Board.

On June 21, 2023, the Industrial Park Parcel was appraised at \$282,000 (see Attachment #1), and the Building Parcel was appraised at a value of \$250,000 (see Attachment #2). Accordingly, the Industrial Park Parcel may be advertised for bids with a minimum base bid of \$282,000, and the Building Parcel may be advertised for bids with a minimum base bid of \$250,000.

The Board may declare the Property Surplus and elect to sell the Property using the minimum base bids described above via the Resolution attached hereto as Attachment #3.

Options:

1. Approve Resolution Declaring the Property as Surplus and elect to sell the Property using the minimum base bid method with a minimum base bid of \$282,000 for the Industrial Park Parcel and a minimum base bid of \$250,000 for the Building Parcel.
2. Do Not Approve Resolution Declaring the Property as Surplus and elect to sell the Property using the minimum base bid method with a minimum base bid of \$282,000 for the Industrial Park Parcel and a minimum base bid of \$250,000 for the Building Parcel.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Industrial Park Parcel Appraisal
2. Building Parcel Appraisal
3. Resolution Declaring the Property as Surplus and Electing to Sell the Surplus Property Using the Minimum Base Bid Method

AN APPRAISAL REPORT OF

A 3,200 SQUARE FOOT OFFICE / WAREHOUSE BUILDING

LOCATED AT

1484 S JEFFERSON STREET
MONTICELLO, JEFFERSON COUNTY, FLORIDA

PREPARED FOR

JEFFERSON COUNTY
SHANNON METTY, COUNTY MANAGER / PLANNING OFFICIAL
445 W. PALMER MILL ROAD
MONTICELLO, FLORIDA 32344

EFFECTIVE DATE OF VALUATION

JUNE 21, 2023

PREPARED BY

TRENT MARR, MAI, SRPA
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER # RZ 514
MARR & ASSOCIATES APPRAISAL COMPANY, INC.

Marr & Associates Appraisal Company, Inc.

Trent Marr, MAI, SRPA
State-Certified General Real Estate Appraiser #RZ 514
trentmarr@embarqmail.com

Phone 352-794-6128
1268 N Circle Drive, Crystal River, FL 34429
81800 Overseas Highway, Islamorada, FL 33036

July 20, 2023

Jefferson County
Shannon Metty, County Manager / Planning Official
1484 S. Jefferson Street
Monticello, Florida 32344

Re: An appraisal of a 3,200 square foot office / warehouse buildings on 1.657 acres located at 1484 South Jefferson Street, Monticello, Jefferson County, Florida.

Dear Ms. Metty:

At your request, the investigations and analyses necessary to form an opinion of the market value of the fee simple estate in the above referenced property has been conducted. The property is located at 1484 S. Jefferson Street, Monticello, Florida. The cbs office building totals 1,100 square feet and was built in 1966. The metal warehouse building totals 2,100 square feet and was built in 1989. Based on the aerial provided by the county, the subject is being severed from a larger parcel. Once severed the subject parcel will total 1.657 acres. The subject has a large land to building ratio of 22.55:1. The office building was vacant at the time of inspection and would need renovation prior to use.

To the best of my ability, the analysis, opinions, and conclusions were developed and this appraisal report was prepared in accordance with the standards and reporting requirements of the Appraisal Institute and Uniform Standards of Professional Appraisal Practice.

This report sets forth the identification of the subject property, the assumptions and limiting conditions, information regarding the subject and its surrounding area, comparable sales, rentals, the results of the investigations and analyses, and the reasoning which led to my conclusions. The market value estimate as of June 21, 2023, subject to the assumptions and limiting conditions, is:

TWO HUNDRED FIFTY THOUSAND DOLLARS

(\$250,000)

Respectfully Submitted,
Marr & Associates Appraisal Company, Inc.



Trent Marr, MAI, SRPA
State-Certified General Real Estate Appraiser # RZ 514

EXECUTIVE SUMMARY

PROPERTY TYPE:	Office / Warehouse Building	
INTEREST APPRAISED:	Fee Simple	
LOCATION:	1484 S. Jefferson Street, Monticello, Florida	
DATE OF VALUE/INSPECTION:	June 21, 2023	
DATE OF REPORT	July 20, 2023	
CURRENT PROPERTY USE:	Vacant / former mosquito control building	
CENSUS TRACT:	2501.04	
TAX PARCEL #	31-2N-5E-0000-0141-0000	
ASSESSED VALUE/TAXES:	\$301,864 / \$0 The subject is government owned and therefore not taxed. The assessment includes the numerous improvements along with 7.22 acres. Once severed, the buildings will total 3,200 square feet and the land will total 1.657 acres. Based on the sales, a reasonable assessment for the building and 1.657 acres would be \$200,000 with taxes estimated at \$4,000.	
ZONING:	Mixed Use Business / Residential	
LAND SIZE:	1.657 acres	
BUILDING SIZE:	3,200 sf	
LAND/BUILDING RATIO:	22.55:1	
YEAR BUILT/CONDITION:	1966 (office), 1989 (warehouse)	
MARKET VALUE ESTIMATES:		
SALES COMPARISON APPROACH		\$256,000
INCOME CAPITALIZATION APPROACH		\$246,000
RECONCILED VALUE:		\$250,000

Subject Photographs



Front view



Front view of office building



Front view of warehouse building

Subject Photographs



View of parking area



North side yard view



Entrance to subject from Highway 19

Subject Photographs



Highway 19 looking southbound



Highway 19 looking southbound



Rear view of warehouse building

Subject Photographs



Attached awning along office building



View of awnings along the rear



Rear view of office building

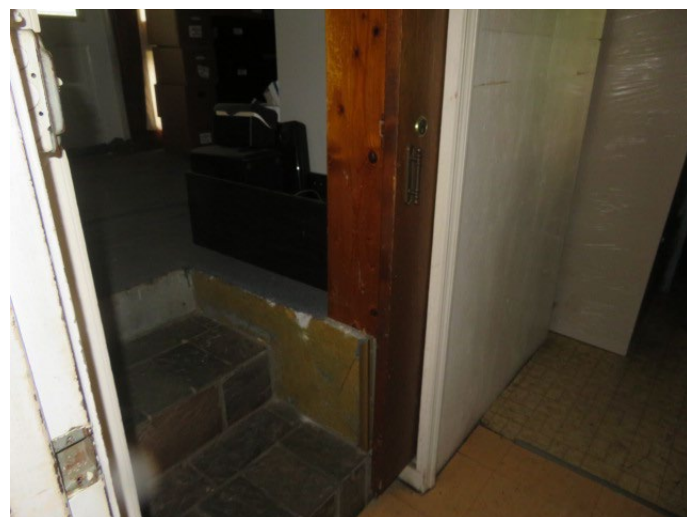
Subject Photographs



Side view of office building



Interior view of office area



Steps to private office from lower area

Subject Photographs



Kitchen area in office



Restroom in office



Reception area in office

Subject Photographs



Wall ac unit in office building



Interior view of warehouse





AERIAL PHOTOGRAPH

CERTIFICATE OF VALUE

The undersigned does hereby certify that, to the best of my knowledge and belief that:

The statements of fact contained in this appraisal report, upon which the analysis, opinions and conclusions expressed herein are based, are true and correct.

The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.

My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. This appraisal assignment was not based upon a requested minimum value, a specific value, or the approval of a loan.

The reports and analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of:

- the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute
- the State of Florida requirements for state-certified appraisers
- Uniform Standards of Professional Appraisal Practice (USPAP)

I have complied with the USPAP competency provision.

This appraisal report sets forth all of the limiting conditions imposed by the terms of this assignment or by the undersigned affecting the analyses, opinions and conclusions contained in this report.

Mary Marr provided professional assistance in the verification of comparable data and reviewing the report for grammatical and typographical errors as well as consistency throughout the report.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. Additionally, it is subject to review by the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.

As of the date of this report, Trent Marr has completed the requirements of the continuing education program of the Appraisal Institute.



Trent Marr, MAI, SRPA
State-Certified General Real Estate Appraiser # RZ 514

7-20-23

Date

ASSUMPTIONS AND LIMITING CONDITIONS

The legal description used in this report is assumed to be correct.

No survey of the properties has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the properties.

No responsibility is assumed for matters of legal nature affecting title to the properties nor is an opinion of title rendered. The title is assumed to be good and marketable.

Information and data furnished by others is usually assumed to be true, correct and reliable. When such information and data appears to be dubious and when it is critical to the appraisal, a reasonable effort has been made to verify all such information. No responsibility for the accuracy of any information furnished by others to the Appraiser is assumed by the Appraiser.

All mortgages, liens, encumbrances, leases, and servitude have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.

It is assumed that there are no hidden or unapparent conditions of the properties, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them. Unless noted, all mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical, and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated.

It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.

It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report.

It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is not encroachment or trespass unless noted within the report.

The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the properties in question, unless arrangements have been previously made thereto.

SCOPE OF WORK

The scope of the appraisal included the inspection of the subject property, subject neighborhood and comparable properties. The subject was inspected on June 21, 2023. The building was vacant. Building dimensions and size were based on measurements made on the date of the appraisal.

The site totals 1.657 acres and is being severed from a 7.22 acre parcel owned by the county. The portion being appraised is improved with an 1,100 square foot cbs office building built in 1966 and 2,100 sf metal warehouse building built in 1989. The buildings total 3,200 square feet. The land to building ratio is 22.55:1.

The local MLS, Jefferson County Property Appraisers web site and Loopnet were used to research for comparable sales and rentals. Because of the lack of sales with similar large land to building ratios, the sales search was expanded to surrounding counties. All of the sales were verified by either the agent, broker, MLS, buyer or seller involved with the sale. The price per square foot and rental rate per square foot was considered the best indicator of value and was used to value the subject.

PURPOSE OF THE REPORT

The purpose of the report is to estimate the unencumbered market value of the subject property as of the date of the last inspection, June 21, 2023.

PROPERTY RIGHTS APPRAISED

The property rights being appraised are the fee simple estate defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitation imposed by the governmental powers of taxation, eminent domain, police power, and escheat."¹

CLIENT

Jefferson County
Shannon Metty, County Manager / Planning Official
1484 S. Jefferson Street
Monticello, Florida 32344

INTENDED USER (S) AND USE OF THE REPORT

The intended user of this report is Jefferson County. The intended use of the appraisal is for asset valuation.

OWNER OF RECORD

Jefferson County Board of County Commissioners
Courthouse Room 10
Monticello, FL 32344

¹

Appraisal Institute, The Dictionary of Real Estate Appraisal, (Chicago: Appraisal Institute, 1993) Page 140

DATE OF VALUE ESTIMATE

The date of the last inspection and date of value estimate is June 21, 2023. The date of this report is July 20, 2023.

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under the following conditions:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale¹.

STATEMENT OF CONFORMATION

To the best of my knowledge, this appraisal conforms to: The Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Foundation. Additionally, this appraisal conforms to the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute and the competency provision of USPAP.

HISTORY

The property has been owned by the county for decades. To my knowledge the subject is not currently listed for sale.

ASSESSMENT AND TAXES

The following chart summarizes the 2023 assessment and taxes for the subject.

RE Number	Assessed Value	Taxes
31-2N-5E-0000-0141-0000	\$301,864	\$0

The subject is owned by the county and therefore, is not taxed. The assessment includes several improvements and 7.22 acres. Once severed, the site will total 1.657 acres. Based on the sales, a reasonable assessment for the building and 1.657 acres would be \$200,000 with taxes estimated at \$4,000.

¹ Supplemental Appraisal Standards for Board of Trustees Land, Division of State Lands, (2010), Page 7

LEGAL DESCRIPTION

I was not provided with a legal description. The property is located in Section 31, Township 2 North, Range 5 East, Jefferson County, Florida.

MARKETING/EXPOSURE TIME

Marketing time is defined as.

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediate after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal².

Exposure time is defined as.

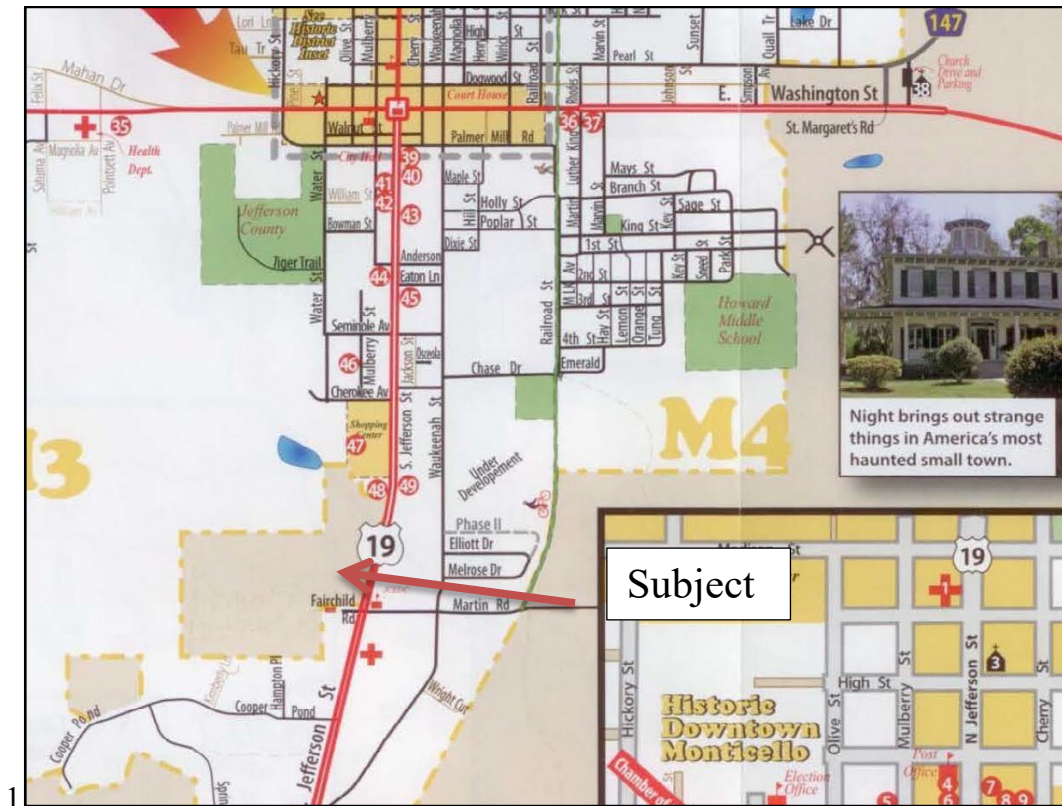
- The time a property remains on the market.
- The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market³.

The site is located 1 mile south of downtown Monticello and is 4 miles from Interstate 10. The market has been on the rise the last few years with demand and prices increasing for most types of properties. The subject is located in a rural area along a major highway with excess land. The exposure time would be longer than similar properties located in more developed areas. Based on the sales and listings in the area, if reasonably priced an exposure time of 9-12 months could have been anticipated.

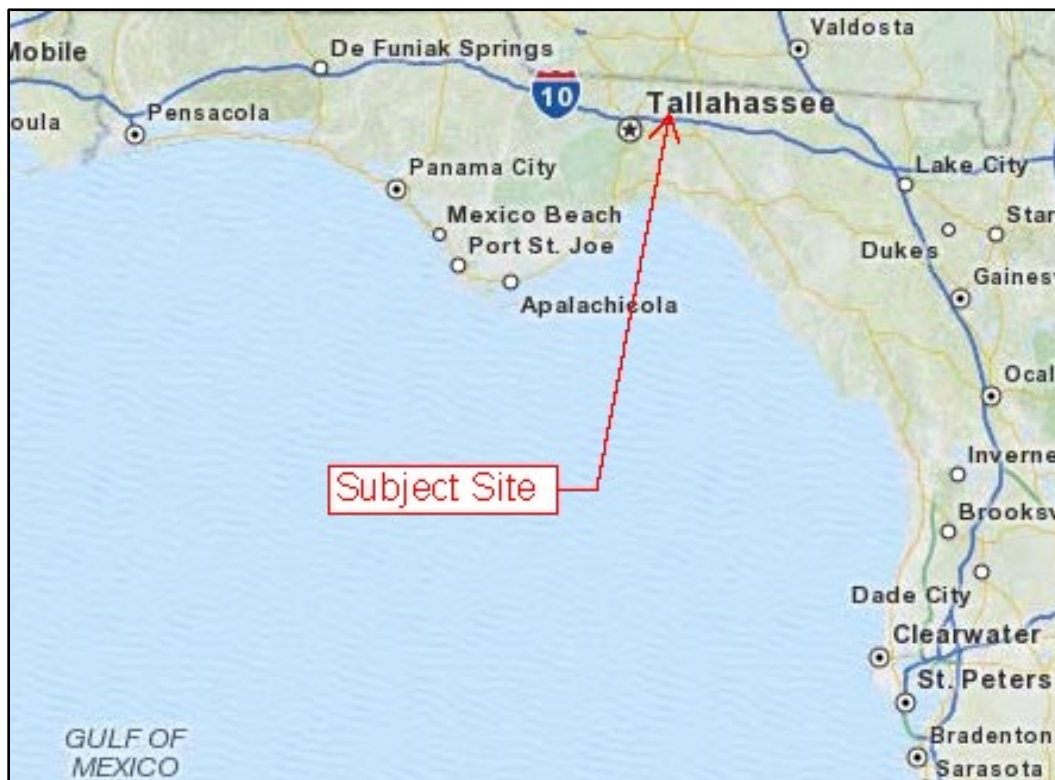
² The Dictionary of Real Estate Appraisal, published by the Appraisal Institute 2010, 5th edition, page121

³ The Dictionary of Real Estate Appraisal, published by the Appraisal Institute 2010, 5th edition, page73

LOCATION MAPS



Map of Monticello



Map of Florida

JEFFERSON COUNTY DATA

Jefferson County is located in the northern portion of the state of Florida. Jefferson County borders Leon County to the northwest, Wakulla County to the southwest, Madison County to the northeast, and Taylor County to southeast. The Gulf of Mexico borders to the south and the State of Georgia to the north. Jefferson County is considered part of the Tallahassee metropolitan area. The main towns in Jefferson County are Monticello and Wacissa. Monticello is the county seat and is located approximately 23 miles from the state capital, Tallahassee.

Jefferson County was founded in 1827 and encompasses 636.7 square miles, comprising of 597.7 square miles of land area and 38.9 square miles of water or lakes. Because Jefferson County is located in North Florida, it has the advantage of offering both tropical and cooler climates. The coldest month is January, with the temperature averaging 40 degrees. The warmest months are July and August, with temperatures averaging in the lower 90's, and often reaching the upper 90's.

Jefferson County has numerous properties on the National Historic Register. The Monticello Opera house was built in 1890 and Florida's oldest brick school building built in 1852 is located in Jefferson County.

POPULATION

The total population of Jefferson County in 2022 was approximately 15,042 (US Census Bureau). The percentage change from 2020 to 2022 is 3.7%. Based on the total population, Jefferson County ranks 60 out of 67 counties in the state for size. Approximately 47.4% of the population is women and the remaining 52.6% are men (US Census Bureau). The median age for Jefferson County is 47.8 and is higher than the state of Florida at 42.7 (Citi-Data).

There are approximately 5,394 households in the county, with an average household size of 2.39 (US Census Bureau). The median home price for Jefferson County as of June 2023 was \$345,000 (Realtor.com). There were 88 new housing permits in 2022 (US Census Bureau).

EDUCATION

Jefferson County public schools was the only school county in the state that went fully charter in 2016 due to D and F ratings in the schools. The Charter school contract expired in 2022 and the Jefferson County Public School District has been given one year to try to turn the system around to a C grade. If not, it will be bid back out to charter schools. In addition to the public schools, Aucilla Christian Academy is a private Kindergarten through 12th grade school located in Aucilla. In Jefferson County the four-year high school graduation rate for 2017-2021 was 83.8. The percent with a bachelor degree or higher is 21.5 (US Census Bureau).

ECONOMY

The median household income for Jefferson County from 2017-2021 was \$53,080. The median household income from 2011-2015 was \$43,335 and the per capita income for last 12 months is 2021 was \$27,995 (US Census Bureau).

Jefferson County has an unemployment rate of 2.9% as of May 2023 and is slightly higher than the State's at 2.6%. According to City-Data, the March 2019 cost of living index for Jefferson County was 82.3 and is low in comparison to the National average of 100.

The economy of Jefferson County is primarily agriculture and timber. Jefferson County totals 410,587 acres with 270,666 acres in timberland and 147,432 acres in farms in 2007 (Florida Statistical Abstract 2010).

RECREATION

Jefferson County has two rivers, the Aucilla and Wacissa, listed in the Florida Canoe Trails. Aucilla Wildlife Management area located in the southern portion of the county provides for hunting opportunities. Additionally, there are numerous plantations in the north portion of the county that offer quail, turkey and deer hunting. Saint Mark's National Wildlife Refuge borders the Gulf of Mexico at the southern end of the county and provides boating and fishing. The Watermelon Festival has taken place in Monticello in June since 1949 and celebrates the area's agriculture.

SUMMARY

Jefferson extends from the Florida coast to the Georgia state line and has maintained a stabilized economy. The area is known for its historical buildings, hunting, and numerous outdoor activities. The mild climate and numerous outdoor recreational activities should continue to enhance the appeal of Jefferson County to new visitors every year.

NEIGHBORHOOD DESCRIPTION

A neighborhood can be a portion of a city, a community or an entire town. It is usually considered to be an area which exhibits a fairly high degree of homogeneous, as to use, tenancy and certain other characteristics. Homogeneity is a state of uniform structure or composition throughout. Therefore, in real estate terminology, a homogeneous neighborhood is one in which the property types and uses are similar. A neighborhood is more or less a unified area with somewhat definite boundaries.

LOCATION

The subject is located on the south side of Monticello, 1 mile south of downtown along the west side of US Highway 19. The neighborhood would be defined as downtown to the north, Highway 27 seven miles south, Highway 257 seven to eight miles east and Highway 259 to the west. US Highway 19 extends in a north to south direction from the subject extending through the center of the town and continuing into Georgia. Jefferson County is located in North Florida and is 30 miles east of the City of Tallahassee. Monticello is the county seat. Smaller towns in the county include Lamont, Lloyd, Wacissa and several others.

DEVELOPMENT TRENDS

The subject's located just outside of the downtown business district of Jefferson County with frontage along Highway 19. Development within the immediate area consist of Tractor Supply to the south, the Winn Dixie Shopping Center, CVS drugs, Gulf Coast Lumber, DG Market along with several other buildings to the north. Downtown Monticello is located 1 mile north. Monticello is a small rural town and is typical of rural town communities. The downtown area has a few banks, owner operated restaurants, independent owner operated 2nd hand retail stores, office buildings, courthouse and government buildings, attorney offices, and a wide range of other downtown and business uses. The downtown area focuses around the court house, with a roundabout encompassing the courthouse and is in a revitalization stage.

Extending outside of the neighborhood boundaries development is predominately rural with farms, ranging from row crops to cattle, horses, silviculture properties and scattered residential homes. Interstate 10 is located 4 miles south of the subject and is accessed from Highway 19.

RECREATION

The area offers numerous types of recreational facilities. The area is known for their fishing and hunting, as well as parks and rivers. Jefferson County is bordered on two sides by water and includes the Aucilla River to the east and the Gulf of Mexico to the south. Jefferson County is the only county in Florida that extends from the Georgia Line to the Gulf of Mexico. In addition to the thousands of acres of private land available for hunting and fishing, public lands are also available and include Aucilla Wildlife Management area and Saint Mark's National Wildlife Refuge.

SCHOOLS

Jefferson County public schools was the only school county in the state that went fully charter in 2016 due to D and F ratings in the schools. The Charter school contract expired in 2022 and the Jefferson County Public School District has been given one year to try to turn the system around to a C grade. If not, it will be bid back out to charter schools. In addition to the public schools, Aucilla Christian Academy is a private Kindergarten through 12th grade school located in Aucilla. In Jefferson County the four-year high school graduation rate for 2017-2021 was 83.8. The percent with a bachelor degree or higher is 21.5 (US Census Bureau). Higher education is also available in Tallahassee, with FSU, TCC & FAMU offering 4 year degrees.

CENSUS TRACT

The subject is located in census tract 2501.04. This tract extends from Highway 90 south to Interstate 10. To the east it extends to Madison County and to the west it extends several miles just past Highway 59. The estimated 2022 tract population is 3,151. The minority population is 31%. The 2022 estimated tracts median family income was \$84,119 and was up from the 2020 estimated at \$72,943. Eleven percent of the population is below the poverty line. The total housing units were 1,405, with 896 owner occupied units and the remaining homes renter occupied or vacant.

ACCESS

The site has frontage and access from US Highway 19. US Highway 19 is a four lane thoroughfare via the subject neighborhood and the City of Monticello. Highway 19 is a north to south street and begins in the Central Florida extending northwest and north through Jefferson County and into the state of Georgia. Interstate 10 is located 5 miles south of downtown Monticello.

SUMMARY

The subject is located in Jefferson County, 1 mile south of the Town of Monticello. As with most of Florida, Jefferson County has seen an increased in both price and demand for all types of real estate since the pandemic. Because of the proximity to Tallahassee, Jefferson County has seen more of an increase in the number of sales and higher prices than other rural counties. However values and prices in the county are significantly less than the Tallahassee market. Demand for farming and agricultural land has been on the rise and is expected to continue the next several years. No adverse neighborhood conditions were noted that would affect the subject property.

SITE DESCRIPTION

The site is located in central Jefferson County, 1 mile south of downtown Monticello.

DIMENSIONS, SIZE AND SHAPE

The tract being appraised is part of a larger tract. I was provided with an aerial photograph, depicting the area that will be severed. Based on this aerial, the parcel has 245.80 feet along the north side. The west side extends 273.90 feet. The south side extends 205.40 feet and the east side along US Highway 19 extends 348.9 feet. Based on the information provided by the client, the site totals 1.657 acres.

TOPOGRAPHY AND VEGETATION

The site is generally level and is at street grade. The site consists of a few native trees and grass.

ACCESS

The site has good frontage and access along US Highway 19.

EASEMENTS, RESTRICTIONS AND ENCROACHMENTS

No adverse easements or encroachments were noted at the time of inspection.

UTILITIES

Utilities are available to the site and include telephone service, trash services, sewage and water, and electricity.

DRAINAGE

The site appeared to have adequate drainage. No adverse conditions were noted at the time of inspection. Based on flood map number 12065C0200C, dated 2-5-2014 the site is not located in a flood zone.

ZONING

The subject is zoned Mixed Use – Business / Residential

The following types of uses are allowed in the Mixed Use - Business/Residential land use district.

1. Residential
2. Institutional
3. Outdoor Recreational
4. Professional Service and Office
5. General Commercial
6. High Intensity Commercial
7. Local Public Service Activities
8. Industrial uses are allowed on properties along Arterials or at intersections of Major Collectors, and shall be limited to one hundred thousand (100,000) square feet gross floor area and activities such as handicrafts, high tech facilities, small-scale printing and publishing facilities, and low-impact industrial facilities with general overall characteristics similar to general commercial. Outside storage areas shall be visually screened from roads and adjacent residences.

ZONING - CONTINUED

9. The following uses are allowed by Special Exception approval from the Board of County Commissioners:

- a. uses exceeding 500,000 square feet (11.48 acres) total impervious surface ratio;
- b. uses which have storage capacity for more than 50,000 gallons of liquid product(s).

10. Non-commercial (Private) Sawmills

SITE CONCLUSION

The site totals 1.657 acres and is zoned for commercial and residential use. The immediate area is commercial and residential homes. The improvements conform to the surrounding land uses. No adverse site conditions were noted which would negatively affect the future marketability of the property.

DESCRIPTION OF IMPROVEMENTS

The improvements consist of a cbs office building built in 1966 and metal warehouse building built in 1989. The cbs building measures 50 X 22, totaling 1,100 square feet. The metal warehouse building measures 35 X 60 and totals 2,100 square feet.

The cbs building consist of several rooms, including office, reception area, restroom and kitchen. The roof covering is shingles. The floor covering is a combination of concrete, carpet, vinyl and tile. The interior walls are drywall and concrete block. The ceiling is tile. Windows are awning in aluminum framing. There are two front doors and one rear door. Air conditioning is provided by a central unit and a wall unit. Structurally, the building appears good, however, it would need renovation prior to use.

The metal warehouse building has 3 front overhead doors, one rear overhead door and one side door. The interior is the typical metal warehouse with I beam support. The ceiling is insulated the walls are not. Overall, the warehouse was in average condition.

Site improvements include 9,000 square feet of concrete and asphalt used for the driveway and parking area. A 6 foot chain link fence extends along the perimeter of the site. Offsite improvements include a sidewalk, curb and gutter. Landscaping consists of a few native trees and shrubs.

DEPRECIATION

The improvements were built in 1966 and 1989. The cbs building was in below average condition and the warehouse was in average condition. The effective age of the subject properties were similar to their chronological age.

SUMMARY

The site is improved with a 3,200 square foot cbs and warehouse building and site improvements. Overall the improvements were in below average and average condition. The improvements conform to the zoning, neighborhood and are an adequate use for site.

Finished Area

Warehouse 35 X 60 = 2,100 sf

Office 22 X 50 = 1,100 sf

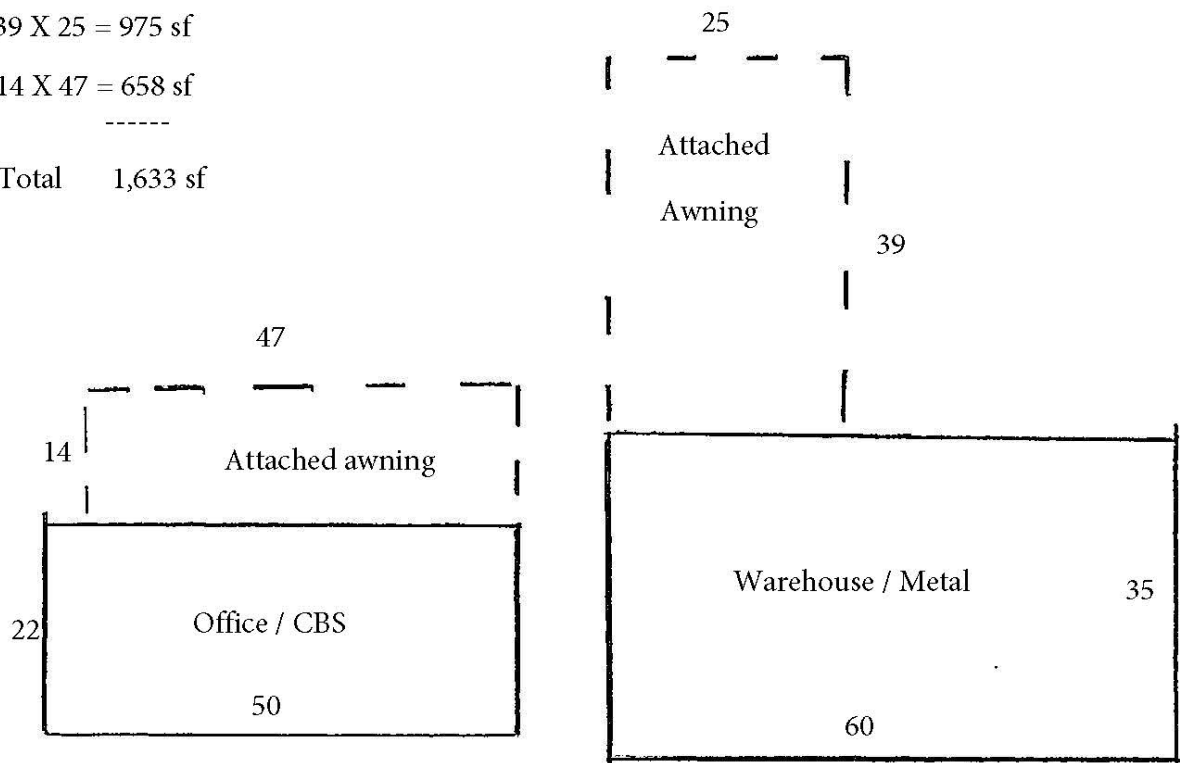
Total 3,200 sf

Attached Awnings

39 X 25 = 975 sf

14 X 47 = 658 sf

Total 1,633 sf



BUILDING SKETCH

HIGHEST AND BEST USE

The forces that affect the market value of a property also influence the property's highest and best use. In all valuation assignments, value estimates are based upon use. The highest and best use of a property to be appraised provides the foundation for a thorough investigation of the competitive positions of market participants. Consequently, highest and best use can be described as the foundation upon which market value rests.

Highest and best use is defined as:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value".⁴

There are essentially four stages in analyzing the highest and best use of a property. These are legally permissible uses, physically possible uses, financially feasible uses and maximally productive use or the most profitable use.

AS VACANT

PHYSICALLY POSSIBLE USES

Physically possible uses are those uses which are physically possible on the site. These uses change with the size, shape and terrain of the property in which development is to take place. The site totals 1.657 acres. Physically the site is large enough to accommodate a variety of uses, including industrial, residential, commercial, etc.

LEGALLY PERMISSIBLE USES

Legally permissible uses are those uses which are legally permissible on the site. The site is zoned Mixed Use Business / Residential. This zoning allows a wide variety of both residential and commercial uses. Refer to the zoning section of the report for the allowable uses permitted under the zoning.

FINANCIALLY FEASIBLE/MAXIMALLY PRODUCTIVE USES

For any use to be the highest and best use of a site, it must be financially feasible. That is, it must produce a return (profit) as vacant or if being developed after construction which exceeds the total cost of the property or the developed site. Of the financially feasible uses, the use that produces the highest residual land value is the highest and best use.

The site totals 1.657 acres and is zoned for commercial and residential use. The market has been on the rise with most types of properties increasing in demand. The subject has good frontage and access from US Highway 19 and is 1 mile from Downtown Monticello. The highest and best use if vacant would be for a commercial use.

⁴ Dictionary of Real Estate Appraiser, published by the Appraisal Institute, 1993, page 171

AS IMPROVED

PHYSICALLY POSSIBLE USES

Physically possible uses are those uses which are physically possible on the site. These uses change with the size, shape and terrain of the property in which development is to take place. The site totals 1.657 acres and is developed with a 3,200 square foot office and warehouse building. Physically, it would be possible to expand the current building or raze the building and develop the site with an alternative use.

LEGALLY PERMISSIBLE USES

Legally permissible uses are those uses which are legally permissible on the site. The site is zoned Mixed Use – Business and Residential. This zoning allows a wide variety of commercial and residential uses. The site is developed with a 3,200 square foot office and warehouse building. The subject has a large land to building ratio and would allow the subject improvements to be expanded or additional buildings developed on the site.

FINANCIALLY FEASIBLE/MAXIMALLY PRODUCTIVE USES

For any use to be the highest and best use of a site, it must be financially feasible. That is, it must produce a return (profit) as vacant or if being developed after construction which exceeds the total cost of the property or the developed site. Of the financially feasible uses, the use that produces the highest residual land value is the highest and best use.

The site totals 1.657 acres, is zoned for commercial and residential use and is developed with a 3,200 square foot office and warehouse buildings. The market has been on the rise with most types of properties increasing in demand. The subject is located within a rural town and has experienced less demand than more developed areas, including Tallahassee. The improvements are in below average and average condition. It would not be feasible to raze the improvements and re-develop the site with an alternative use. The highest and best use is to renovate the office building and continue the current use.

SALES COMPARISON APPROACH

The sales comparison approach is based on the principle of substitution. The principle of substitution holds that the value of property tends to be set by the cost of acquiring a substitute or alternative property of similar utility and desirability within a reasonable amount of time.⁵

This approach is based on the principles of supply and demand, substitution, balance and externalities, all of which affect the sales price of a property. The relationship between the supply of a type of property to its level of demand is a determining factor in its selling price. The principle of balance relates to the tendency of the market to constantly strive for an equilibrium between supply and demand.

"To apply the sales comparison approach, an appraiser follows a systematic procedure:

1. Research the market to obtain information on sales transactions, listings, and offerings to purchase properties similar to the subject property.
2. Verify the information by confirming that the data obtained are factually accurate and that the transactions reflect arm's-length market considerations.
3. Select relevant units of comparison (e.g., dollars per acre or per square foot) and develop a comparative analysis for each unit.
4. Compare the subject property and comparable sale properties using the elements of comparison and adjust the sale price of each comparable appropriately or eliminate the property as a comparable.
5. Reconcile the various value indications produced from the analysis of comparables into a single value indication or a range of values. An imprecise market may indicate a range of values."

The site is improved with a 3,200 square foot office and warehouse building in below average and average condition. The site totals 1.657 acres, indicating a land to building ratio of 22.55:1. Based on the land to building ratio the subject has a significant amount of excess land. Because of the large land to building ratio, similar comparable sales were limited. The sales used in this report were the most similar to the subject found in regards to quality and land to building ratio. Numerous sales were researched and those most similar to the subject were used in this report.

The following pages supply the information of the comparables used in the analysis, followed by a summary chart, discussion of comparables and value conclusion.

⁵ The Appraisal of Real Estate 14th Edition, 2013, page 379

SALE ONE



PROPERTY TYPE:	Warehouse
SALES PRICE:	\$215,000
DATE OF SALE:	October 2022
GRANTOR:	PTI Properties of Quincy, Inc.
GRANTEE:	Ralph W. McGuffey, III & James A Aloï
RECORDED:	OR Book 924, Page 822, Gadsden County, Florida
LOCATION:	1845 W. Jefferson Street, Quincy, Florida
PARCEL #:	3-11-2N-4W-0000-00143-1700
SITE SIZE:	2.58 acres
BUILDING SIZE:	2,400 gross square feet
LAND/BUILDING RATIO:	46.83:1
YEAR BUILT:	1970
CONDITION:	Average
UNIT VALUE INDICATION:	\$89.58 per square foot
TERMS OF SALE:	Cash to seller
CONDITIONS OF SALE:	Arms Length
COMMENTS:	This comparable has been re-listed for sale for \$315,000. It is located in downtown Quincy along Highway 90. The south side fronts RR tracts. Improvements consist of metal warehouse with a large land to building ratio.

SALE TWO



PROPERTY TYPE:	Warehouse
SALES PRICE:	\$399,000
DATE OF SALE:	August 2021
GRANTOR:	Byrd Family Properties, LLC
GRANTEE:	Tiffany Lufcy
RECORDED:	OR Book 1235, Page 848, Wakulla County, Florida
LOCATION:	56 Jer Be Lou Boulevard, Panacea, Florida
PARCEL #:	24-5S-02W-000-02974-000
SITE SIZE:	4.63 acres
BUILDING SIZE:	6,000 square feet
LAND/BUILDING RATIO:	33.61:1
YEAR BUILT:	2014
CONDITION:	Good
UNIT VALUE INDICATION:	\$66.50 square foot
TERMS OF SALE:	PMM/seller at market rates
CONDITIONS OF SALE:	Arms Length
COMMENTS:	This sale is located along the coast in the town of Panacea. The building was in good condition and has an attached 1,450 square foot awning. The location is sparsely developed as most of Panacea and this area of the Florida coastline. The building is being used for auto collision repair.

SALE THREE



PROPERTY TYPE:	Service warehouse and dilapidated mobile home
SALES PRICE:	\$210,000
DATE OF SALE:	February 2023
GRANTOR:	Larry Dean Shiver
GRANTEE:	AMAC Screening, Inc.
RECORDED:	OR Book 833, Page 571, Jefferson County, Florida
LOCATION:	3085 Gamble Road, Monticello, Florida
PARCEL #:	15-1N-3E-0010-0000-0231, 15-1N-3E-00010-0000-0150
SITE SIZE:	.85 acres
BUILDING SIZE:	3,420 gross square feet
LAND/BUILDING RATIO:	10.83:1
YEAR BUILT:	1977, 1982
CONDITION:	< Average warehouse, poor mobile home
UNIT VALUE INDICATION:	\$61.40 per square foot (service warehouse only)
TERMS OF SALE:	PMM/Seller
CONDITIONS OF SALE:	Arms Length
COMMENTS:	This sale is located in a sparsely developed area of the Town of Lloyd, Jefferson County and ½ miles south of Interstate 10. The mobile home was overgrown with weeds and contributed no value. The warehouse needed roof repair and the fence needed repair.

SALE FOUR



PROPERTY TYPE:	Warehouse
SALES PRICE:	\$425,000
DATE OF SALE:	April 2023
GRANTOR:	Barney and Kennis Harrell
GRANTEE:	Kevin Matwichuk
RECORDED:	OR Book 1309, Page 242, Wakulla County, Florida
LOCATION:	2590 Coastal Hwy, Medart, Florida
PARCEL #:	01-5S-02W-000-02438-000
SITE SIZE:	3.97 acres
BUILDING SIZE:	6,704 square feet
LAND/BUILDING RATIO:	25.80:1
YEAR BUILT:	1970
CONDITION:	Average
UNIT VALUE INDICATION:	\$63.40 per square foot
TERMS OF SALE:	PMM/Seller
CONDITIONS OF SALE:	Arms Length
COMMENTS:	This sale is located along the coast in the town of Medart. The building was in average condition with frontage along both Coastal Highway and Highway 19. The location is sparsely developed as most of this area of the Florida coast line.

SALES COMPARISON APPROACH

The following chart summarizes the sales used to value the subject property. Refer to the previous write ups for detailed information on the sale.

Summary of Sales					
	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Sale Price		\$215,000	\$399,000	\$210,000	\$425,000
Market Conditions	6-23	10-22	8-21	2-23	4-23
Address	1484 S. Jefferson (Hwy 19)	1845 W. Jefferson (Hwy 90)	56 Jer Be Lou Boulevard	3085 Gamble Road	2590 Coastal Highway
City/Town	Monticello	Quincy	Panacea	Monticello	Medart
Location / Visibility	Good / Good	Good / Good	< Average / Average	< Average / < Average	< Average / Average
Property Type	Warehouse /Finished	Similar	Similar	Similar	Similar
Building Size	3,200 sf	2,400 sf	6,000 sf	3,420 sf	6,704 sf
Condition	< Avg – Avg	< Average	Good	< Average	Average
Year Built	1966, 1989	1970	2014	1977, 1982	1970
Land Size	1.657 acres	2.58 acres	4.63 acres	.85 acres	3.97 acres
Land/Bld Ratio	22.55:1	46.83:1	33.61:1	10.83:1	25.80:1
\$ Per SF		\$89.58	\$66.50	\$61.40	\$63.40

The following chart summarizes the major differences between the subject and the comparables. Due to the lack of sufficient sales, an exact dollar amount of an adjustment could not be supported and would be unreliable. Therefore, each comparable was given either a negative, positive or equal sign in order to compare it to the subject. If the comparable was inferior to the subject it required an upward adjustment, thus, a plus sign was used. If the comparable was superior to the subject it required a downward adjustment, thus a negative sign was used. An equal sign required no adjustment.

Adjustment Chart				
	Sale 1	Sale 2	Sale 3	Sale 4
Market Conditions	=	=	=	=
Conditions of Sale	=	=	=	=
Location/Visibility	=	++	++	++
Building Size	=	=	=	=
Quality	=	=	=	=
Age/Condition	=	--	=	-
Land/Building Ratio	---	-	+	=
Net Adjustments	---	-	+++	+

SALES ANALYSIS

The comparables range in sales price from \$210,000 to \$425,000 and from \$61.40 to \$89.58 per square foot. Typically commercial buildings are purchased on a price per square foot of building area. Therefore, all sales were analyzed and compared to the subject on a price per square foot basis.

FINANCING

All sales sold for cash or had typical market financing. Therefore, no adjustments were required.

MARKET CONDITIONS

Market condition refers to the appreciation or depreciation in a property over a period of time. All of the sales occurred after the pandemic and were considered to reflect current market prices. Thus, no adjustments were made.

CONDITIONS OF SALE

Adjustments for conditions of sale usually reflect the motivation of the buyer and seller. A sale may be transacted at a below market price if the seller needs cash in a hurry. A financial business or family relationship between the parties may also affect the price of a property. Although conditions of sale are often perceived as applying only to sales that are not arm's-length transactions, some arms-length sales may reflect atypical motivation or sales conditions due to unusual tax considerations, sale at legal auction, lack of exposure to the open market or eminent domain proceedings. All of the sales were arms length transactions and no adjustments were required.

LOCATION/VISIBILITY

The subject is located a mile from Downtown Monticello with frontage along Highway 19. Sale 1 is located in Downtown Quincy with frontage along Highway 90. Sale 1's location was considered similar and no adjustment was made. Sale 3 is located in a sparsely developed area of Jefferson County, approximately 10 miles from Downtown Monticello, thus, this location was considered inferior and required upward adjustments. Sales 2 and 4 are located in Panacea and Medart, near the coast of NW Florida; this area is sparsely developed and was inferior to the subject's area, thus, requiring upward adjustments.

BUILDING SIZE

The law of diminishing returns states: that typically as the size of a building increases its unit price decreases indicating a lower unit value. Furthermore, smaller buildings are more affordable to a larger number of buyers than larger buildings, thereby increasing the demand and price for smaller buildings. The subject totals 3,200 square feet. The sales ranged in size from 2,400 square feet to 6,704 square feet. Overall, the sales were in the same general size category as the subject. Therefore, no adjustments were made.

AGE/CONDITION

The subject was built in 1966 and 1989. The office area was in below average condition and the warehouse was in average condition. Sales 1 and 3 were in similar condition and required no adjustments. Sales 2 and 4 were in superior condition and required downward adjustments.

LAND TO BUILDING RATIO

The subject has a land to building ratio of 22.55:1. Sale 4 had a similar land to building ratio and required no adjustments. Sale 1 had a land to building ratio of 46.83:1 and sale 2 had a land to building ratio of 33.61:1; both sales were superior and required downward adjustments. Sale 3 had an inferior land to building ratio of 10.83:1 and required an upward adjustment.

CONCLUSION OF VALUE

Summary of Adjustments				
	Sale 1	Sale 2	Sale 3	Sale 4
Sales Price	\$215,000	\$399,000	\$210,000	\$425,000
Price Per S.F.	\$89.58	\$66.50	\$61.40	\$63.40
Net Adjustments/SF	- - -	-	+ + +	+

The comparables range in sales price from \$210,000 to \$425,000 and from \$61.40 to \$89.58 per square foot. Sale 3 is located in Monticello, in a less developed area and although it was located in the same county it had no highway visibility and was inferior in location. Sales 2 and 4 were located in Wakulla County in less developed areas. Although no adjustments were made for building size, sales 2 and 4 were twice the building size and on a price per square foot basis were considered inferior. Overall, sales 2, 3 and 4 were considered to reflect the lower range. Sale 1 was far superior in land to building ratio, however it was similar in age and condition; additionally, this sale was located in Downtown Quincy and has frontage along the main thoroughfare of Highway 90. Thus, with most weight placed on sale 1, the market value was estimated at \$80 per square foot and is summarized as follows.

$$3,200 \text{ square feet} \times \$80 / \text{square foot} = \$256,000$$

INCOME CAPITALIZATION APPROACH

In the income capitalization approach, the present value of the anticipated future benefits of property ownership is measured. A property's income and resale value upon reversion may be capitalized into a current, lump-sum value. There are two methods of income capitalization: direct capitalization and yield capitalization. In direct capitalization, the relationship between one years' income and value is reflected in either a capitalization rate or an income multiplier. In yield capitalization, designated period are converted to present value using a yield rate⁶.

This approach is based on the principles of anticipation and change because it concentrates on how future change affects present property value, especially the forecasted future net income. The relationship of supply and demand for a property affects its probable income stream as well as the rate of return that an investor would require. The rents and expenses that comprise the net income streams of equally desirable substitute properties as well as the capitalization and yield rates indicated by the sales of comparable properties can be used to derive an estimated net income and appropriate capitalization rate for the subject property. Finally, the external forces that affect the other two approaches to value also affect the incomes and capitalization rates, and thus the indicated present value, of the Income Capitalization Approach.

RENTAL RATE ESTIMATE

The subject consists of a 3,200 square foot office and warehouse buildings with excess land. Because of the large land to building ratio, there were very few rentals in the subject's county; therefore, the search was extended to nearby counties. The four rent comparables used to estimate the subject's rental rate are summarized on the pages.

⁶ The Appraisal of Real Estate, by the Appraisal Institute, 14th Addition, 2013, Page 46

RENT COMPARABLE ONE

ADDRESS:	108 Commerce Park Drive, Thomasville Georgia
PROPERTY TYPE:	Warehouse
BUILDING SIZE:	3,200 square feet
YEAR BUILT:	1981
LAND SIZE:	1.14 acres (49,658 square feet)
LAND/BUILDING RATIO:	15.51:1
NUMBER OF TENANTS:	One
RENTAL RATE:	\$9.48 per square foot, Gross
COMMENTS:	This comparable is located near downtown Thomasville, Georgia. The building has 2 offices, reception areas, 2 restrooms, climate controlled area and two garage bays with overhead doors.

RENT COMPARABLE TWO

ADDRESS:	4417 Entrepot Blvd, Tallahassee, Florida
PROPERTY TYPE:	Warehouse
BUILDING SIZE:	5,000 square feet
YEAR BUILT:	2021
LAND SIZE:	1.10 acres (47,916 square feet)
LAND/BUILDING RATIO:	9.58:1
NUMBER OF TENANTS:	One
RENTAL RATE:	\$8.00 per square foot, NNN
COMMENTS:	This comparable is located on the SW side of Tallahassee in an industrial development. The building has a small 20 X 20 office, three, 14 foot overhead doors and 20 foot eaves.

RENT COMPARABLE THREE



ADDRESS:	614 Fortune Blvd, Midway, Florida
PROPERTY TYPE:	Warehouse
BUILDING SIZE:	5,640 square feet
YEAR BUILT:	2000
LAND SIZE:	1.38 acres (60,113 square feet)
LAND/BUILDING RATIO:	10.65:1
NUMBER OF TENANTS:	One
RENTAL RATE:	\$9.00 per square foot, Modified Gross
COMMENTS:	This comparable is located in Gadsden County. The building has 2,040 sf of air conditioned space and 3,600 square feet of warehouse, with 2 dock high loading area and one grade level loading area.

RENT COMPARABLE FOUR



ADDRESS:	60 Ram Boulevard, Midway, Florida
PROPERTY TYPE:	Warehouse
BUILDING SIZE:	6,700 square feet (subject building)
YEAR BUILT:	2005
LAND SIZE:	2.78 acres (121,096 square feet)
LAND/BUILDING RATIO:	7.17:1 (based on 16,892 sf of gross building area)
NUMBER OF TENANTS:	One
RENTAL RATE:	\$8.00 per square foot, Modified Gross
COMMENTS:	This comparable is located in Gadsden County in an industrial park. The building has 5 overhead doors with 14 foot height and 17 foot eave. There is 17,000 sf of yard space. The interior has small office and one restroom.

Summary of Rentals					
	Subject	Rental 1	Rental 2	Rental 3	Rental 4
Town	Monticello	Thomasville	Tallahassee	Midway	Midway
Condition	<Avg-Avg	Good	Good	Good	Good
Year Built	1966, 1989	1981	2021	2000	2005
Land/Bld Ratio	22.55:1	15.51:1	9.58:1	10.65:1	7.17:1
Terms	Gross	Gross	NNN	Modified Gross	Modified Gross
Rate/SF		\$9.48	\$8.00	\$9.00	\$8.00

CONCLUSION OF RENTAL RATES

The rentals range from \$8.00 to \$9.48 per square foot. No rentals could be found in the subject's county that had a similar land to building ratio. All of the comparables have larger than typical land to building ratios and were the most similar ones found. Rental 1 is located in Thomasville, Georgia, rental 2 is located in Tallahassee and rentals 3 and 4 are located in Midway along the east side of Tallahassee. The four comparables have a relatively narrow range. The subject has a good location near downtown Monticello, with good frontage and visibility along US Highway 19. The rental rate for the subject was estimated at \$8.50 per square foot. The subject potential gross income is summarized as follows.

GROSS POTENTIAL INCOME

$\$8.50 / \text{sf} \times 3,200 \text{ sf} = \$27,200$

OCCUPANCY RATE

The market has been on the rise with most comparables ranging from 90% to 100% occupancy. The subject is located in a rural area; therefore, an occupancy rate at the lower range of 90% is indicated. Thus, the vacancy rate is 10%.

EFFECTIVE GROSS INCOME

The effective gross income (EGI) is derived by subtracting the anticipated vacancy rate from the gross potential income. The EGI is estimated as follows.

Gross Potential Income	\$ 27,200
Less Vacancy (10%)	<u>\$ 2,720</u>
Effective Gross Income	\$ 24,480

EXPENSES

The subject's rental rate was based on a gross lease. The tenant would be responsible for utilities, routine maintenance, yard service and similar type expenses. The landlord (owner) would be responsible for real estate taxes, building insurance, long lived items and management fees. The taxes were estimated at \$4,000 and the building insurance expense is \$1,900 per year. It is assumed the tenant will be responsible for building repairs, but the landlord will be responsible for long lived items. This expense has been estimated at \$.35 per square foot or \$1,120, annually. Management fees in the area range from 4%-10% depending on the complexity of the property. Once rented, the subject would require minimal management; therefore, this expense has been estimated at the lower range of 6% of effective gross income. The expenses are summarized below.

Real Estate Taxes	\$ 4,000
Building Insurance	\$ 1,900
Long Lived Items	\$ 1,120
Management Fee (6% of EGI)	<u>\$ 1,469</u>
Total Expenses	\$ 8,489

CAPITALIZATION RATE

The next step in the Income Capitalization Approach is to determine the overall capitalization rate applicable to the subject. Capitalization of income is conversion of an expected stream of income into an indication of value. Although there are several methodologies which can be applied, they all relate to the basic formula:

$$\frac{\text{Income}}{\text{Value}} = \text{Rate}$$

Comparable sales are typically used as one method to estimate a capitalization rate. The subject is located in a rural area and has excess land. There were no similar sales found that were being rented that a capitalization rate could be abstracted. Therefore, because of the lack of for the comparables I used the PWC investor's survey to estimate the capitalization rate. The PWC Real Estate Investor Survey for the 3 and 4 quarter of 2022 is summarized below.

PwC Real Estate Investor Survey, Q4 2022

	Regional Mall		CBD Office		Warehouse		Apartment	
	Q4 2022	Q3 2022	Q4 2022	Q3 2022	Q4 2022	Q3 2022	Q4 2022	Q3 2022
Discount Rate (IRR)^a								
Range (%)	6.00 – 13.00	5.75 – 13.00	6.00 – 9.00	6.00 – 9.00	5.00 – 7.50	5.00 – 8.00	4.75 – 10.00	4.75 – 10.00
Average (%)	7.88	7.78	7.03	6.95	6.09	5.98	6.86	6.79
Change (bps)		+10		+8		+11		+7
Overall Cap Rate (OAR)^a								
Range (%)	5.00 – 12.50	4.50 – 12.50	4.25 – 7.50	4.25 – 8.00	2.00 – 6.25	3.00 – 5.75	3.25 – 8.00	3.00 – 8.00
Average (%)	7.33	7.23	5.75	5.70	4.43	4.29	4.89	4.75
Change (bps)		+10		+5		+14		+14
Residual Cap Rate								
Range (%)	5.00 – 12.50	4.50 – 13.00	5.00 – 8.50	5.00 – 8.50	3.75 – 6.50	3.75 – 6.50	4.00 – 8.00	3.50 – 8.00
Average (%)	7.40	7.33	6.20	6.18	4.97	4.89	5.28	5.14
Change (bps)		+7		+2		+8		+14

^aRate on unleveraged, all-cash transactions. *Definitions:* bps — basis points. Discount Rate (IRR) — internal rate of return in an all-cash transaction, based on annual year-end compounding. Overall Cap Rate (OAR) — initial rate of return in an all-cash transaction. Residual Cap Rate — overall capitalization rate used in calculation of residual price; typically applied to the NOI in the year following the forecast. Survey involves institutional-grade properties. Source: PwC's Investor Survey; personal survey conducted by PwC during December 2022. For subscription information, please email us, investor_survey@pwc.com.

CONCLUSION OF CAPITALIZATION RATE

The PWC Real Estate Investor Survey indicated a range of overall rates (4th qtr) for warehouses from 2.00% to 6.25% with an average of 4.43% and residual rates ranging from 3.75% to 6.50% with an average of 4.97%. Note the PWC rates are for properties in prime commercial areas and typically reflect the lower range of rates. Additionally, with interest rates on the rise, it is reasonable to assume that capitalization rates will also increase. Based on the data a rate of 6.5% was estimated for the subject. The market value via the income capitalization approach is summarized as follows.

INCOME APPROACH SUMMARY

Gross Potential Income	\$ 27,200	
Less Vacancy (10%)	<u>\$ 2,720</u>	
Effective Gross Income	\$ 24,480	
Real Estate Taxes	\$ 4,000	
Building Insurance	\$ 1,900	
Long Lived Items	\$ 1,120	
Management Fee (6% of EGI)	<u>\$ 1,469</u>	
Total Expenses	\$ 8,489	
Net Operating Income	\$15,991	
Indicated Value \$15,991 / 6.5%		\$246,000

RECONCILIATION AND FINAL VALUE ESTIMATE

Final reconciliation is the last phase in the development of a value opinion in which two or more value indications derived from the market data are resolved into a final value opinion, which may be either a final range of value or a single point estimate⁷.

The cost approach was not considered applicable and was omitted from this report. The market value was based on the sales comparison approach and income capitalization approach. The value estimates are summarized below.

SALES COMPARISON APPROACH	\$256,000
INCOME CAPITALIZATION APPROACH	\$246,000

There were few sales in the subjects market area that were considered similar to the subject, therefore, the sales search was extended to surrounding counties. Four sales were found and ranged in sales price from \$210,000 to \$425,000 and per square foot prices from \$61.40 to \$89.58. Because of the subject's superior location the value was estimated in the upper range at \$80 per square foot or \$256,000.

Four comparable rentals were used to estimate the rent for the subject property. The rentals ranged from \$8.00 to \$9.48 per square foot. The subject's is located near Downtown Monticello with good frontage and visibility along Highway 19. The rental rate was estimated at \$8.50 per square foot. The capitalization rate was estimated at 6.5% indicating a market value via the income approach of \$246,000.

CONCLUSION OF VALUE

The sales comparison approach and income capitalization approach were considered good indicators of value and varied by less than 4%. Both approaches were given weight and the market value was estimated at \$250,000.

⁷ Dictionary of Real Estate Appraisal, published by the Appraisal Institute, 5th addition page 79

ADDENDA

QUALIFICATIONS OF THE APPRAISER - TRENT MARR, MAI, SRPA

LICENSE

Licensed Real Estate Broker, State of Florida
State-Certified General Appraiser RZ #000514 (Florida)

OFFICE LOCATIONS

1268 N. Circle Drive, Crystal River, Florida 34429
81800 Overseas Highway, Islamorada, Florida 33036

AFFILIATIONS

Member Appraisal Institute, MAI Designation #9353
Member Society of Real Estate Appraiser, SRPA Designation
Board of Directors, Appraisal Institute 1991 - 1994
Member of the Board of Realtors for Florida Keys, Marathon, Key West, Tallahassee

APPRAISAL EXPERIENCE

1991-Present Marr & Associates Appraisal Company, Inc., President
1988-Present Marr Properties, Key Largo, FL - Vice President, Broker
1991-President American Caribbean Real Estate, Islamorada, Florida, Broker
1988- Matonis, DeAngelis, MacDermott, Inc.
1986-1987 - AmeriFirst Appraisal Company, Maitland, FL - Commercial Appraiser
1985-1986- Thomas H. Overstreet, Winter Park, FL - Residential Appraiser

GENERAL EDUCATION

Bachelor of Science in Business & Administration, Major in Real Estate, Florida State University, Tallahassee, Florida (1985)

PROFESSIONAL EDUCATION

All Courses and classes for both SRPA and MAI designations.

Partial List of Seminars and Continuing Education for the Appraisal Institute.

Sales Comparison Approach - 2020
Expert Witness Testimony - 2020
Desktop Appraisals - 2020
Supporting Adjustments - 2018
USFLA (Uniform Standards for Federal Land Acquisitions) - 2017
USPAP – 2020, 2018, 2016, 2014, 2012, 2010, 2008, 2006, 2004, 2002, 2000
Florida Law – 2020, 2018, 2016, 2014, 2012, 2010
Forest Valuation-2015
Business Ethics – 2019, 2015
Appraisal of Self Storage Facilities 2014
The Cost Approach 2014
Mortgage Fraud-2014
Fundamentals of Business Valuation 2012
Business Practices and Ethics - 2011
Curriculum Overview -2010
Analyzing Distressed Properties – 2010
Supervisory Appraisal - 2010
Core Law – 2008, 2006, 2004, 2002, 2000, 1997, 1994
Valuation of Conservation Easements - 2008

QUALIFICATIONS OF APPRAISER – CONTINUED

Valuation of Wetlands, etc. /SFWMD – 2007, 2006, 2003, 2002, 2001
Residential Design and Functional Utility - 2006
Analyzing Distressed Real Estate - 2006
“PLAM” Public Land Acquisition & Management Partnership Conference - 2006
Litigation Skills - 1997
Appraising Rural Properties in SE FL - 1997
Internet & The Appraiser - 1996
Standards of Professional Practice / Part A - 1996
Professional Standards USPAP/Law - 1996
The Appraiser as Expert Witness - 1995
Standards of Professional Practice / Part B - 1995
Wetland, Mitigation & Severable Rights - 1995
Understanding Limited Appraisals - 1994
Blue Print Reading for Appraisers - 1994
Appraising Complex Residential Properties - 1993
Standards of Professional Practice / Part A - 1992
Appraisal Review - 1992
Rates, Ratios & Reasonableness - 1992
Appraising Troubled Properties - 1992
Legal Liabilities - 1992
Non-Residential Demonstration Report Writing - 1990

CLIENTS SERVED

Attorneys, Bank, Savings & Loans, Mortgage Companies, Florida Department of Transportation, Department of Natural Resources, Department of Environmental Protection, Nature Conservancy, Trust for Public Lands, Monroe County Land Authority, National Park Service, Fish and Game Commission, RTC, FDIC, Federal Home Loan Bank Board, Federal Savings & Loans, Insurance Companies, various national corporations, estates and individuals.

TYPES OF PROPERTIES

Single Family Homes, Condominiums, Two to Four Family Dwellings, Office Buildings, Nursing Homes, Industrial Warehouses, Shopping Centers, Apartment Complexes, Subdivision Developments, Marinas, Planned Unit Developments, Environmentally Sensitive Land, Hotels, Office Condominiums, Undeveloped Land, Mobile Home Parks, RV Parks, Fishhouses, Restaurants and Mixed Use Properties.

GENERAL EXPERIENCE

Mr. Marr has been appraising real estate property since 1985. He has been qualified as an expert witness in both Dade and Monroe County. His extensive appraisal experience includes wetlands and environmental land for both the Department of Environmental Protection, Nature Conservancy, The Conservation Fund, Freshwater Fish and Game, Big Cypress National Park Service and Monroe County Land Authority.

Mr. Marr received his SRPA designation in 1990 and his MAI designation in 1992. He served on the board of directors of the Appraisal Institute 1991-1994. The Appraisal Institute conducts a program of continuing education for designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. Mr. Marr is currently certified under this program.

AN APPRAISAL REPORT OF

A 4,000 SQUARE FOOT WAREHOUSE BUILDING

LOCATED AT

300 INDUSTRIAL PARK ROAD
MONTICELLO, JEFFERSON COUNTY, FLORIDA

PREPARED FOR

JEFFERSON COUNTY
SHANNON METTY, COUNTY MANAGER / PLANNING OFFICIAL
445 W. PALMER MILL ROAD
MONTICELLO, FLORIDA 32344

EFFECTIVE DATE OF VALUATION

JUNE 21, 2023

PREPARED BY

TRENT MARR, MAI, SRPA
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER # RZ 514
MARR & ASSOCIATES APPRAISAL COMPANY, INC.

Marr & Associates Appraisal Company, Inc.

Trent Marr, MAI, SRPA
State-Certified General Real Estate Appraiser #RZ 514
trentmarr@embarqmail.com

Phone 352-794-6128
1268 N Circle Drive, Crystal River, FL 34429
81800 Overseas Highway, Islamorada, FL 33036

July 19, 2023

Jefferson County
Shannon Metty, County Manager / Planning Official
1484 S. Jefferson Street
Monticello, Florida 32344

Re: An appraisal of a 4,000 square foot warehouse on 3 acres located at 300 Industrial Park Road, Monticello, Jefferson County, Florida.

Dear Ms. Metty:

At your request, the investigations and analyses necessary to form an opinion of the market value of the fee simple estate in the above referenced property has been conducted. The property is located at 300 Industrial Park Road, Monticello, Florida. The improvements were built in 2004 and are in good condition. Based on the survey, the site totals 3 acres with approximately 59,500 square feet of paved area used for motorcycle training. The subject has a large land to building ratio of 32.67:1. The subject's leases expired and the property is being rented on a month to month basis.

To the best of my ability, the analysis, opinions, and conclusions were developed and this appraisal report was prepared in accordance with the standards and reporting requirements of the Appraisal Institute and Uniform Standards of Professional Appraisal Practice.

This report sets forth the identification of the subject property, the assumptions and limiting conditions, information regarding the subject and its surrounding area, comparable sales, rentals, the results of the investigations and analyses, and the reasoning which led to my conclusions. The market value estimate as of June 21, 2023, subject to the assumptions and limiting conditions, is:

TWO HUNDRED EIGHTY TWO THOUSAND DOLLARS

(\$282,000)

Respectfully Submitted,
Marr & Associates Appraisal Company, Inc.



Trent Marr, MAI, SRPA
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EXECUTIVE SUMMARY

PROPERTY TYPE:	Industrial /Warehouse Building	
INTEREST APPRAISED:	Fee Simple	
LOCATION:	300 Industrial Park Drive, Monticello, Florida	
DATE OF VALUE/INSPECTION:	June 21, 2023	
DATE OF REPORT	July 19, 2023	
CURRENT PROPERTY USE:	Sanitary Storage and Motorcycle Training Facilities	
CENSUS TRACT:	2501.04	
TAX PARCEL #	12-1N-4E-0000-006K-0000	
ASSESSED VALUE/TAXES:	\$245,200 / \$0 The subject is government owned and therefore not taxed. The assessment includes the improvements and 28 acres. Once severed, the site will total 3 acres. Based on the sales, a reasonable assessment for the building and 3 acres would be \$250,000 with taxes estimated at \$5,000.	
ZONING:	Industrial	
LAND SIZE:	3.00 acres	
BUILDING SIZE:	4,000 sf	
LAND/BUILDING RATIO:	32.67:1	
YEAR BUILT/CONDITION:	2004 / Average to Good	
MARKET VALUE ESTIMATES:		
SALES COMPARISON APPROACH		\$280,000
INCOME CAPITALIZATION APPROACH		\$284,000
RECONCILED VALUE:		\$282,000

Subject Photographs



South side front view



Street view looking east



Street view looking west

Subject Photographs



Entrance from Industrial Drive



Paved area used for motorcycle training



Paved area used for motorcycle training

Subject Photographs



East building side



Front south side entrance



Rear north side view

Subject Photographs



West side view



Safe Ryder lease area



Pop's Sanitation office area

Subject Photographs



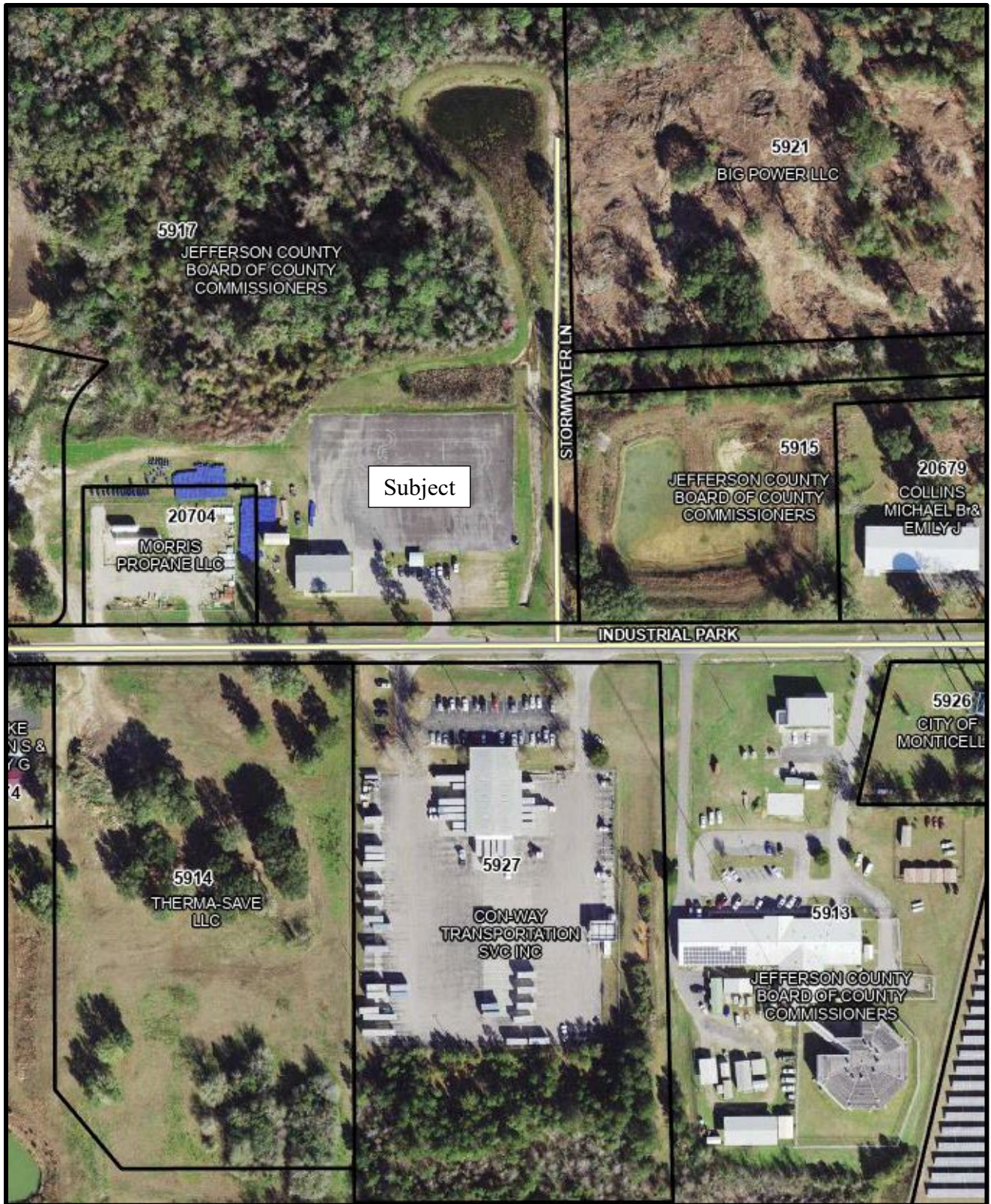
Restroom



Kitchen area (Pops)



Office area (Pops)



AERIAL PHOTOGRAPH

CERTIFICATE OF VALUE

The undersigned does hereby certify that, to the best of my knowledge and belief that:

The statements of fact contained in this appraisal report, upon which the analysis, opinions and conclusions expressed herein are based, are true and correct.

The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.

My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. This appraisal assignment was not based upon a requested minimum value, a specific value, or the approval of a loan.

The reports and analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of:

- the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute
- the State of Florida requirements for state-certified appraisers
- Uniform Standards of Professional Appraisal Practice (USPAP)

I have complied with the USPAP competency provision.

This appraisal report sets forth all of the limiting conditions imposed by the terms of this assignment or by the undersigned affecting the analyses, opinions and conclusions contained in this report.

Mary Marr provided professional assistance in the verification of comparable data and reviewing the report for grammatical and typographical errors as well as consistency throughout the report.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. Additionally, it is subject to review by the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.

As of the date of this report, Trent Marr has completed the requirements of the continuing education program of the Appraisal Institute.



7-19-23

Trent Marr, MAI, SRPA-----
Date

State-Certified General Real Estate Appraiser # RZ 514

ASSUMPTIONS AND LIMITING CONDITIONS

The legal description used in this report is assumed to be correct.

No survey of the properties has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the properties.

No responsibility is assumed for matters of legal nature affecting title to the properties nor is an opinion of title rendered. The title is assumed to be good and marketable.

Information and data furnished by others is usually assumed to be true, correct and reliable. When such information and data appears to be dubious and when it is critical to the appraisal, a reasonable effort has been made to verify all such information. No responsibility for the accuracy of any information furnished by others to the Appraiser is assumed by the Appraiser.

All mortgages, liens, encumbrances, leases, and servitude have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.

It is assumed that there are no hidden or unapparent conditions of the properties, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them. Unless noted, all mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical, and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated.

It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.

It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report.

It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is not encroachment or trespass unless noted within the report.

The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the properties in question, unless arrangements have been previously made thereto.

SCOPE OF WORK

The scope of the appraisal included the inspection of the subject property, subject neighborhood and comparable properties. The subject was inspected on June 21, 2023. The lessee's employee was present during our inspection. Building dimensions and size were based on measurements made on a previous appraisal completed in 2019.

The site totals 3 acres and is being severed from a 28 acre parcel owned by the county. The site is improved with a 4,000 square foot warehouse building and site improvements. Site improvements included paved parking area, walkways and landscaping along with a 59,500 square foot paved asphalt motorcycle training area. The building and site is currently being used to store trash receptacles and motorcycle training. The improvements were built in 2004 and were in good condition. The previous leases have expired and the property is being rented month to month.

The local MLS, Jefferson County Property Appraisers web site and Loopnet were used to research for comparable sales and rentals. Because of the lack of sales with similar large land to building ratios, the sales search was expanded to surrounding counties. All of the sales were verified by either the agent, broker, MLS, buyer or seller involved with the sale. The price per square foot and rental rate per square foot was considered the best indicator of value and was used to value the subject.

PURPOSE OF THE REPORT

The purpose of the report is to estimate the unencumbered market value of the subject property as of the date of the last inspection, June 21, 2023.

PROPERTY RIGHTS APPRAISED

The property rights being appraised are the fee simple estate defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitation imposed by the governmental powers of taxation, eminent domain, police power, and escheat."¹

CLIENT

Jefferson County
Shannon Metty, County Manager / Planning Official
1484 S. Jefferson Street
Monticello, Florida 32344

INTENDED USER (S) AND USE OF THE REPORT

The intended user of this report is Jefferson County. The intended use of the appraisal is for asset valuation.

OWNER OF RECORD

Jefferson County Board of County Commissioners
Courthouse Room 10
Monticello, FL 32344

¹

Appraisal Institute, The Dictionary of Real Estate Appraisal, (Chicago: Appraisal Institute, 1993) Page 140

DATE OF VALUE ESTIMATE

The date of the last inspection and date of value estimate is June 21, 2023. The date of this report is July 19, 2023.

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under the following conditions:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale¹.

STATEMENT OF CONFORMATION

To the best of my knowledge, this appraisal conforms to: The Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Foundation. Additionally, this appraisal conforms to the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute and the competency provision of USPAP.

HISTORY

The property has been owned by the county since it was built in 2004. To my knowledge the subject is not currently listed for sale.

ASSESSMENT AND TAXES

The following chart summarizes the 2023 assessment and taxes for the subject.

RE Number	Assessed Value	Taxes
12-1N-4E-0000-006K-0000	\$245,200	\$0

The subject is owned by the county and therefore, is not taxed. The assessment includes the improvements and 28 acres. Once severed, the site will total 3 acres. Based on the sales, a reasonable assessment for the building and 3 acres would be \$250,000 with taxes estimated at \$5,000.

¹ Supplemental Appraisal Standards for Board of Trustees Land, Division of State Lands, (2010), Page 7

CURRENT RENTAL RATES

The two leases have expired and the tenants are month to month. The Safe Rider rate is \$1,000 per month (\$6.79 per sf) for 1,766 square feet and the paved motorcycle training area. The Pops Sanitation rate is \$943 per month (\$5.00 per sf) for 2,264 square feet. The blended rate for the two tenants is \$5.82 per square foot.

The lessor (county) pays for building insurance and a portion of the electricity. The tenant is responsible for all other expenses, including building repairs and maintenance, utilities and yard service. Under the current ownership the property is tax exempt. However, if the property was sold to a non-government entity there would be real estate taxes due. Based on the comparable rentals, the subject has a below market rent. A more reasonable rental rate was estimated at \$8.00 per square foot and is discussed in the income section of this report.

LEGAL DESCRIPTION

I was not provided with a legal description. The property is located within an industrial park in Section 12, Township 1 North, Range 4 East, Jefferson County, Florida.

MARKETING/EXPOSURE TIME

Marketing time is defined as.

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediate after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal².

Exposure time is defined as.

- The time a property remains on the market.
- The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market³.

The site is located 2.5 miles south of downtown Monticello and is within a few miles from Interstate 10. The market has been on the rise the last few years with demand and prices increasing for most types of properties. The subject is located in a rural area and has excess land; therefore, the exposure time would be longer than similar properties located in more developed areas. Based on the sales and listings in the area, if reasonably priced an exposure time of 18-24 months could have been anticipated.

² The Dictionary of Real Estate Appraisal, published by the Appraisal Institute 2010, 5th edition, page121

³ The Dictionary of Real Estate Appraisal, published by the Appraisal Institute 2010, 5th edition, page73

[illegible]

The map shows the northern part of Florida, centered on Tallahassee. Major highways I-10 and US-90 are visible. A red dashed line with an arrow points from a box labeled "Subject Site" to a star icon on US-90, just west of Tallahassee. Other cities shown include Panama City, Mexico Beach, Port St. Joe, Apalachicola, Lake City, and Clearwater. The Gulf of Mexico is to the west and south.

Map of Florida

JEFFERSON COUNTY DATA

Jefferson County is located in the northern portion of the state of Florida. Jefferson County borders Leon County to the northwest, Wakulla County to the southwest, Madison County to the northeast, and Taylor County to southeast. The Gulf of Mexico borders to the south and the State of Georgia to the north. Jefferson County is considered part of the Tallahassee metropolitan area. The main towns in Jefferson County are Monticello and Wacissa. Monticello is the county seat and is located approximately 23 miles from the state capital, Tallahassee.

Jefferson County was founded in 1827 and encompasses 636.7 square miles, comprising of 597.7 square miles of land area and 38.9 square miles of water or lakes. Because Jefferson County is located in North Florida, it has the advantage of offering both tropical and cooler climates. The coldest month is January, with the temperature averaging 40 degrees. The warmest months are July and August, with temperatures averaging in the lower 90's, and often reaching the upper 90's.

Jefferson County has numerous properties on the National Historic Register. The Monticello Opera house was built in 1890 and Florida's oldest brick school building built in 1852 is located in Jefferson County.

POPULATION

The total population of Jefferson County in 2022 was approximately 15,042 (US Census Bureau). The percentage change from 2020 to 2022 is 3.7%. Based on the total population, Jefferson County ranks 60 out of 67 counties in the state for size. Approximately 47.4% of the population is women and the remaining 52.6% are men (US Census Bureau). The median age for Jefferson County is 47.8 and is higher than the state of Florida at 42.7 (Citi-Data).

There are approximately 5,394 households in the county, with an average household size of 2.39 (US Census Bureau). The median home price for Jefferson County as of June 2023 was \$345,000 (Realtor.com). There were 88 new housing permits in 2022 (US Census Bureau).

EDUCATION

Jefferson County public schools was the only school county in the state that went fully charter in 2016 due to D and F ratings in the schools. The Charter school contract expired in 2022 and the Jefferson County Public School District has been given one year to try to turn the system around to a C grade. If not, it will be bid back out to charter schools. In addition to the public schools, Aucilla Christian Academy is a private Kindergarten through 12th grade school located in Aucilla. In Jefferson County the four-year high school graduation rate for 2017-2021 was 83.8. The percent with a bachelor degree or higher is 21.5 (US Census Bureau).

ECONOMY

The median household income for Jefferson County from 2017-2021 was \$53,080. The median household income from 2011-2015 was \$43,335 and the per capita income for last 12 months is 2021 was \$27,995 (US Census Bureau).

Jefferson County has an unemployment rate of 2.9% as of May 2023 and is slightly higher than the State's at 2.6%. According to City-Data, the March 2019 cost of living index for Jefferson County was 82.3 and is low in comparison to the National average of 100.

The economy of Jefferson County is primarily agriculture and timber. Jefferson County totals 410,587 acres with 270,666 acres in timberland and 147,432 acres in farms in 2007 (Florida Statistical Abstract 2010).

RECREATION

Jefferson County has two rivers, the Aucilla and Wacissa, listed in the Florida Canoe Trails. Aucilla Wildlife Management area located in the southern portion of the county provides for hunting opportunities. Additionally, there are numerous plantations in the north portion of the county that offer quail, turkey and deer hunting. Saint Mark's National Wildlife Refuge borders the Gulf of Mexico at the southern end of the county and provides boating and fishing. The Watermelon Festival has taken place in Monticello in June since 1949 and celebrates the area's agriculture.

SUMMARY

Jefferson extends from the Florida coast to the Georgia state line and has maintained a stabilized economy. The area is known for its historical buildings, hunting, and numerous outdoor activities. The mild climate and numerous outdoor recreational activities should continue to enhance the appeal of Jefferson County to new visitors every year.

NEIGHBORHOOD DESCRIPTION

A neighborhood can be a portion of a city, a community or an entire town. It is usually considered to be an area which exhibits a fairly high degree of homogeneous, as to use, tenancy and certain other characteristics. Homogeneity is a state of uniform structure or composition throughout. Therefore, in real estate terminology, a homogeneous neighborhood is one in which the property types and uses are similar. A neighborhood is more or less a unified area with somewhat definite boundaries.

LOCATION

The subject is located on the south side of Monticello, 2.5 miles south of downtown along the west side of US Highway 19. The neighborhood would be defined as downtown to the north, Highway 27 five miles south, Highway 257 seven to eight miles east and Highway 259 to the west. US Highway 19 extends in a north to south direction from the subject extending through the center of the town and continuing into Georgia. Jefferson County is located in North Florida and is 30 miles east of the City of Tallahassee. Monticello is the county seat. Smaller towns in the county include Lamont, Lloyd, Wacissa and several others.

DEVELOPMENT TRENDS

The subject's is located within the Jefferson County Industrial Park, with the immediate area consisting of industrial properties. There are 6 sites on the subject's street that have been developed. One site has been developed with the county jail and sheriff's office. The first two buildings entering the subdivision from Highway 19 were built within the last few years. The buildings that are located on the subject's street have been developed within the past 15 years, are modern in design and relatively in average to good condition. Too Long Keen Road is located to the south and is also developed with industrial properties. The buildings along Too Long Keen Road are older and some in below average condition.

Extending outside of the neighborhood boundaries development is predominately rural with farms, ranging from row crops to cattle, horses, silviculture properties and scattered residential homes. Downtown Monticello is located 2.5 miles north. Monticello is a small rural town and is typical of rural town communities. The downtown area has a few banks, owner operated restaurants, independent owner operated 2nd hand retail stores, Winn Dixie, CVS, Tractor Supply, office buildings, courthouse and government buildings, attorney offices, and a wide range of other downtown and business uses. The downtown area focuses around the court house, with a roundabout encompassing the courthouse and is in a revitalization stage. Interstate 10 is located 2.5 miles south of the subject and is accessed from Highway 19.

RECREATION

The area offers numerous types of recreational facilities. The area is known for their fishing and hunting, as well as parks and rivers. Jefferson County is bordered on two sides by water and includes the Aucilla River to the east and the Gulf of Mexico to the south. Jefferson County is the only county in Florida that extends from the Georgia Line to the Gulf of Mexico. In addition to the thousands of acres of private land available for hunting and fishing, public lands are also available and include Aucilla Wildlife Management area and Saint Mark's National Wildlife Refuge.

SCHOOLS

Jefferson County public schools was the only school county in the state that went fully charter in 2016 due to D and F ratings in the schools. The Charter school contract expired in 2022 and the Jefferson County Public School District has been given one year to try to turn the system around to a C grade. If not, it will be bid back out to charter schools. In addition to the public schools, Aucilla Christian Academy is a private Kindergarten through 12th grade school located in Aucilla. In Jefferson County the four-year high school graduation rate for 2017-2021 was 83.8. The percent with a bachelor degree or higher is 21.5 (US Census Bureau). Higher education is also available in Tallahassee, with FSU, TCC & FAMU offering 4 year degrees.

CENSUS TRACT

The subject is located in census tract 2501.04. This tract extends from Highway 90 south to Interstate 10. To the east it extends to Madison County and to the west it extends several miles just past Highway 59. The estimated 2022 tract population is 3,151. The minority population is 31%. The 2022 estimated tracts median family income was \$84,119 and was up from the 2020 estimated at \$72,943. Eleven percent of the population is below the poverty line. The total housing units were 1,405, with 896 owner occupied units and the remaining homes renter occupied or vacant.

ACCESS

The site has frontage along Industrial Park Drive. Industrial Park Drive is a two lane paved street. Main access for the subject is via Highway 19. Highway 19 is a north to south street and begins in the Central Florida extending northwest and north through Jefferson County and into the state of Georgia. Interstate 10 is located 5 miles south of downtown Monticello.

SUMMARY

The subject is located in Jefferson County, 2.5 miles south of the Town of Monticello. As with most of Florida, Jefferson County has seen an increased in both price and demand for all types of real estate since the pandemic. Because of the proximity to Tallahassee, Jefferson County has seen more of an increase in the number of sales and higher prices than other rural counties. However values and prices in the county are significantly less than the Tallahassee market. Demand for farming and agricultural land has been on the rise and is expected to continue the next several years. No adverse neighborhood conditions were noted that would affect the subject property.

SITE DESCRIPTION

The site is located in central Jefferson County, 2.5 miles south of downtown Monticello.

DIMENSIONS, SIZE AND SHAPE

The tract being appraised is part of a larger tract. Based on the survey, prepared by Delta Land Surveyors, the tract being appraised is mostly rectangular. The north side extends 404.19 feet, the south side along Industrial Park Drive extends 409.91 feet, the east side extends 318.18 feet and the west side extends 321.35 feet. Based on the survey the site totals 3 acres.

TOPOGRAPHY AND VEGETATION

The site is several feet below street grade and is then generally level. The site has been and consists of a few native trees and grass.

ACCESS

The site has frontage along Industrial Park Drive. Industrial Park Drive is a two lane paved asphalt Street that serves the subject's industrial park.

EASEMENTS, RESTRICTIONS AND ENCROACHMENTS

No adverse easements or encroachments were noted at the time of inspection.

UTILITIES

Utilities are available to the site and include telephone service, trash services, sewage and water, and electricity.

DRAINAGE

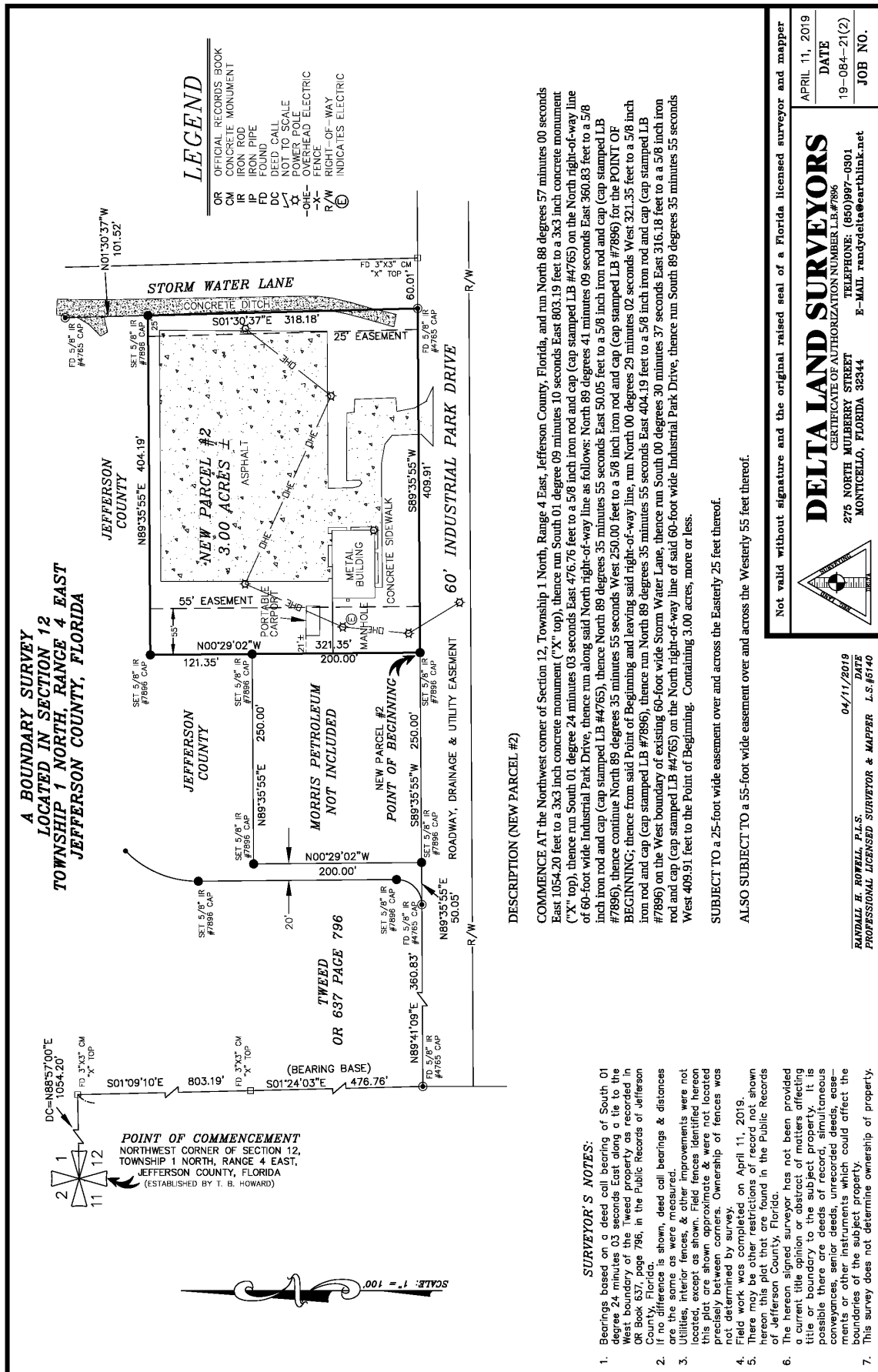
The site appeared to have adequate drainage. No adverse conditions were noted at the time of inspection. Based on flood map number 12065C0175C the site is not located in a flood zone.

ZONING

The site is zoned Industrial. Based on the covenants and restrictions the primary use shall be for industrial manufacturing, warehousing, distribution or commercial office purpose only. Retail sales of merchandise or services shall not be emitted except where incidental to the primary use. Uses prohibited include residential, commercial incineration, junk yards, trash sites, outside storage areas unless screened by walls, fences or landscaping as to prohibit view, further large trucks, mobile homes, campers, vans, trailers or boat shall not be stored on the property. Manufacture of explosives are prohibited as well as meat packing and process plants, stock and or slaughter yard, rendering plants and pulp and paper mills.

SITE CONCLUSION

The site totals 3 acres and is zoned for industrial use. The immediate area is industrial with scattered commercial and residential homes outside of the subject's subdivision. The improvements conform to the surrounding land uses. No adverse site conditions were noted which would negatively affect the future marketability of the property.



DESCRIPTION OF IMPROVEMENTS

The improvements consist of an industrial/warehouse building built in 2004. The building measures 50 X 80 and totals 4,000 square feet. The roof and walls are metal construction supported by metal I beams. The building consists of 1,767 square feet of warehouse space and 2,233 square feet of finished space. The roof has a slight overhang, gutters and downspouts are used to divert water. The street side has 3 windows and 2 doors, allowing the building to be split into two tenants. The east side has one walk in door. The rear or north side has 2 overhead doors and one window. A central AC unit is used for heat and air conditioning in the finished area.

The Pop's lease area consists of a kitchen, two offices, reception area, full bathroom and shared ½ bath room with the Safe Rider Lease. The floor covering is vinyl, interior walls are drywall and the ceiling is suspended tile. The Safe Rider area includes 1,766 square feet of warehouse space and the paved riding area.

The shop/warehouse is constructed with I beams for support of the walls and roof. The roof and walls are insulated and the floor is a textured decorative concrete. There are several shop lights extending from the ceiling that offer good lighting.

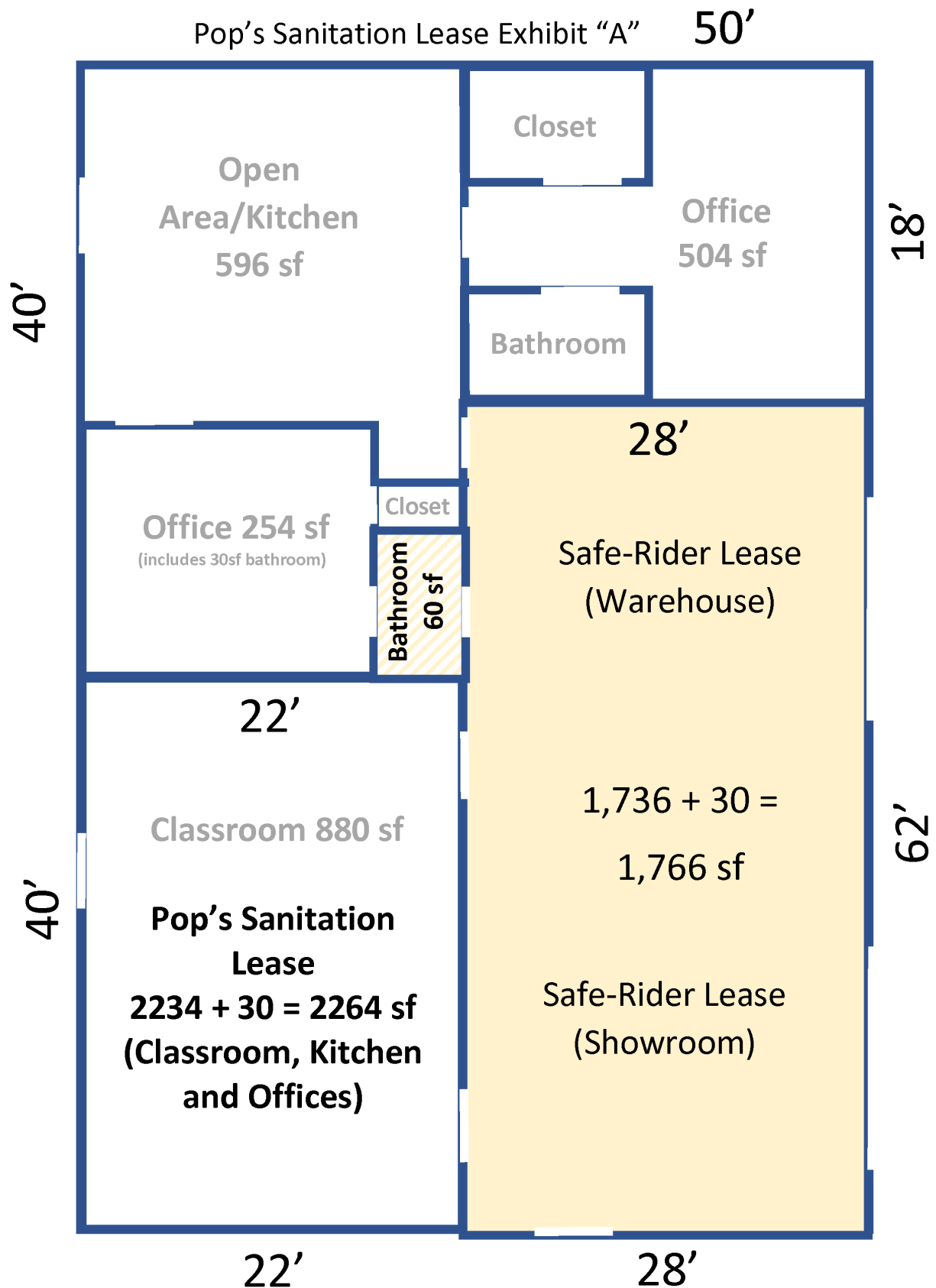
Site improvements include 59,500 square foot asphalt pavement used for motorcycle training and 9,000 square foot driveway and parking area. The motorcycle training area is lighted. The parking area has 11 regular parking spaces and 1 handicap space. The front and side of the building has a concrete walkway and landscaping consists of a few native trees and shrubs.

DEPRECIATION

The improvements were built in 2004 and overall are in good condition and minimal deferred maintenance. However, there is some functional obsolescence. The large asphalt training area is a super adequacy. Based on my research, I could find no comparable sales or rentals with similar size paved asphalt area. This asphalt area is user specific and only given minimal contributory value.

SUMMARY

The site is improved with a 4,000 square foot industrial warehouse/shop building and site improvements. Overall the improvements were in average to good condition. The improvements conform to the zoning, neighborhood and are a good use for site.



BUILDING SKETCH / FLOOR PLAN

HIGHEST AND BEST USE

The forces that affect the market value of a property also influence the property's highest and best use. In all valuation assignments, value estimates are based upon use. The highest and best use of a property to be appraised provides the foundation for a thorough investigation of the competitive positions of market participants. Consequently, highest and best use can be described as the foundation upon which market value rests.

Highest and best use is defined as:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value".⁴

There are essentially four stages in analyzing the highest and best use of a property. These are legally permissible uses, physically possible uses, financially feasible uses and maximally productive use or the most profitable use.

AS VACANT

PHYSICALLY POSSIBLE USES

Physically possible uses are those uses which are physically possible on the site. These uses change with the size, shape and terrain of the property in which development is to take place. The site totals 3 acres. Physically the site is large enough to accommodate a variety of uses, including industrial, residential, commercial, etc.

LEGALLY PERMISSIBLE USES

Legally permissible uses are those uses which are legally permissible on the site. The site is zoned Industrial. Based on the covenants and restrictions the primary use shall be for industrial manufacturing, warehousing, distribution or commercial office purpose only. Retail sales of merchandise or services shall not be emitted except where incidental to the primary use.

FINANCIALLY FEASIBLE/MAXIMALLY PRODUCTIVE USES

For any use to be the highest and best use of a site, it must be financially feasible. That is, it must produce a return (profit) as vacant or if being developed after construction which exceeds the total cost of the property or the developed site. Of the financially feasible uses, the use that produces the highest residual land value is the highest and best use.

The site totals 3 acres and is zoned for industrial use. The market has been on the rise with most types of properties increasing in demand. The subject is located within a rural town and has experienced less demand than more developed areas, including Tallahassee. The subject's subdivision is typically a built to suit area, with few properties built to lease or resale. There has been an increase in sales of vacant land along with new buildings under constructions.

⁴ Dictionary of Real Estate Appraiser, published by the Appraisal Institute, 1993, page 171

AS IMPROVED

PHYSICALLY POSSIBLE USES

Physically possible uses are those uses which are physically possible on the site. These uses change with the size, shape and terrain of the property in which development is to take place. The site totals 3 acres and is developed with a 4,000 square foot industrial building. Physically, it would be possible to expand the current building or raze the building and develop the site with an alternative use.

LEGALLY PERMISSIBLE USES

Legally permissible uses are those uses which are legally permissible on the site. The site is zoned Industrial. Based on the covenants and restrictions the primary use shall be for industrial manufacturing, warehousing, distribution or commercial office purpose only. Retail sales of merchandise or services shall not be emitted except where incidental to the primary use. The site is developed with a 4,000 square foot industrial building. The subject has a large land to building ratio and would allow the subject improvements to be expanded or additional buildings developed on the site. Based on the zoning regulations, I am assuming it would also be legally permissible to split the site into more than one parcel.

FINANCIALLY FEASIBLE/MAXIMALLY PRODUCTIVE USES

For any use to be the highest and best use of a site, it must be financially feasible. That is, it must produce a return (profit) as vacant or if being developed after construction which exceeds the total cost of the property or the developed site. Of the financially feasible uses, the use that produces the highest residual land value is the highest and best use.

The site totals 3 acres, is zoned for industrial use and is developed with a 4,000 square foot warehouse. The market has been on the rise with most types of properties increasing in demand. The subject is located within a rural town and has experienced less demand than more developed areas, including Tallahassee. The improvements are in good condition. It would not be feasible to raze the improvements and re-develop the site with an alternative use. Thus, the highest and best use is as improved.

SALES COMPARISON APPROACH

The sales comparison approach is based on the principle of substitution. The principle of substitution holds that the value of property tends to be set by the cost of acquiring a substitute or alternative property of similar utility and desirability within a reasonable amount of time.⁵

This approach is based on the principles of supply and demand, substitution, balance and externalities, all of which affect the sales price of a property. The relationship between the supply of a type of property to its level of demand is a determining factor in its selling price. The principle of balance relates to the tendency of the market to constantly strive for an equilibrium between supply and demand.

"To apply the sales comparison approach, an appraiser follows a systematic procedure:

1. Research the market to obtain information on sales transactions, listings, and offerings to purchase properties similar to the subject property.
2. Verify the information by confirming that the data obtained are factually accurate and that the transactions reflect arm's-length market considerations.
3. Select relevant units of comparison (e.g., dollars per acre or per square foot) and develop a comparative analysis for each unit.
4. Compare the subject property and comparable sale properties using the elements of comparison and adjust the sale price of each comparable appropriately or eliminate the property as a comparable.
5. Reconcile the various value indications produced from the analysis of comparables into a single value indication or a range of values. An imprecise market may indicate a range of values."

The site is improved with a 4,000 square foot warehouse building in good condition. The site totals 3 acres, indicating a land to building ratio of 32.67:1. Based on the land to building ratio the subject has a significant amount of excess land. Because of the large land to building ratio, similar comparable sales were limited. The sales used in this report were the most similar to the subject found in regards to quality and land to building ratio. Additionally, of the subject's 3 acres, 59,500 square feet or 1.365 acres is paved. There were no sales found within the subject's county or surrounding counties that had a similar amount of pavement. This pavement was considered super-adequacy and was given minimal contributory value. Numerous sales were researched and those most similar to the subject were used in this report.

The following pages supply the information of the comparables used in the analysis, followed by a summary chart, discussion of comparables and value conclusion.

⁵ The Appraisal of Real Estate 14th Edition, 2013, page 379

SALE ONE



PROPERTY TYPE:	Warehouse
SALES PRICE:	\$800,000
DATE OF SALE:	August 2022
GRANTOR:	MBB Partners, LLC
GRANTEE:	JRPJP, LLC
RECORDED:	OR Book 826, Page 55, Jefferson County, Florida
LOCATION:	67 Industrial Avenue, Monticello, Florida
PARCEL #:	12-1N-4E-0000-0062-0000
SITE SIZE:	1.31 acres
BUILDING SIZE:	11,250 gross square feet
LAND/BUILDING RATIO:	5.07:1
YEAR BUILT:	2016
CONDITION:	Good
UNIT VALUE INDICATION:	\$71.11 per square foot
TERMS OF SALE:	Cash to seller
CONDITIONS OF SALE:	Arms Length
COMMENTS:	This comparable is located on the same street as the subject with frontage along Highway 19. Several attempts were made to contact the broker with the sale, however our calls were not returned. The property was actively listed for sale and listed for lease. The asking lease rate prior to the sale was \$5.00 per square foot. The building was in good condition.

SALE TWO



PROPERTY TYPE:	Warehouse
SALES PRICE:	\$399,000
DATE OF SALE:	August 2021
GRANTOR:	Byrd Family Properties, LLC
GRANTEE:	Tiffany Lufcy
RECORDED:	OR Book 1235, Page 848, Wakulla County, Florida
LOCATION:	56 Jer Be Lou Boulevard, Panacea, Florida
PARCEL #:	24-5S-02W-000-02974-000
SITE SIZE:	4.63 acres
BUILDING SIZE:	6,000 square feet
LAND/BUILDING RATIO:	33.61:1
YEAR BUILT:	2014
CONDITION:	Good
UNIT VALUE INDICATION:	\$66.50 square foot
TERMS OF SALE:	PMM/seller at market rates
CONDITIONS OF SALE:	Arms Length
COMMENTS:	This sale is located along the coast in the town of Panacea. The building was in good condition and has an attached 1,450 square foot awning. The location is sparsely developed as most of Panacea and this area of the Florida coastline. The building is being used for auto collision repair.

SALE THREE



PROPERTY TYPE:	Warehouse converted to a restaurant
SALES PRICE:	\$205,000
DATE OF SALE:	May 2021
GRANTOR:	Madison County Community Bank
GRANTEE:	Champion Fitness, LLC
RECORDED:	OR Book 1402, Page 144, Madison County, Florida
LOCATION:	140 NE Yellow Pine Avenue, Madison, Florida
PARCEL #:	23-1N-09-4744-001-001
SITE SIZE:	2 acres
BUILDING SIZE:	5,000 gross square feet
LAND/BUILDING RATIO:	17.42:1
YEAR BUILT:	2008
CONDITION:	Average
UNIT VALUE INDICATION:	\$41.00 per square foot
TERMS OF SALE:	Madison Bank conventional
CONDITIONS OF SALE:	Arms Length
COMMENTS:	<p>This sale is located just over a mile from downtown Madison. The building was foreclosed on in 2016 by Madison Bank. It was listed several times from \$299,000 to \$535,000 until it finally closed at \$205,000. The contract date was 11-20 and because of the SBA financing took longer than anticipated to close. The building was purchased for a gym and although in average condition, it will need complete updating for its intended use.</p>

SALE FOUR



PROPERTY TYPE:	Warehouse
SALES PRICE:	\$425,000
DATE OF SALE:	April 2023
GRANTOR:	Barney and Kennis Harrell
GRANTEE:	Kevin Matwichuk
RECORDED:	OR Book 1309, Page 242, Wakulla County, Florida
LOCATION:	2590 Coastal Hwy, Medart, Florida
PARCEL #:	01-5S-02W-000-02438-000
SITE SIZE:	3.97 acres
BUILDING SIZE:	6,704 square feet
LAND/BUILDING RATIO:	25.80:1
YEAR BUILT:	1970
CONDITION:	Average
UNIT VALUE INDICATION:	\$63.40 per square foot
TERMS OF SALE:	PMM/Seller
CONDITIONS OF SALE:	Arms Length
COMMENTS:	This sale is located along the coast in the town of Medart. The building was in average condition with frontage along both Coastal Highway and Highway 19. The location is sparsely developed as most of this area of the Florida coast line.

SALES COMPARISON APPROACH

The following chart summarizes the sales used to value the subject property. Refer to the previous write ups for detailed information on the sale.

Summary of Sales					
	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Sale Price		\$800,000	\$399,000	\$205,000	\$425,000
Market Conditions	6-23	6-22	8-21	5-21	4-23
Address	300 Industrial Drive	67 Industrial Drive	56 Jer Be Lou Boulevard	140 NE Yellow Pine Avenue	2590 Coastal Highway
City/Town	Monticello	Monticello	Panacea	Madison	Medart
Location / Visibility	Average / Average	Average / Good	< Average / Average	< Average / Average	< Average / Average
Property Type	Warehouse /Finished	Similar	Similar	Similar	Similar
Building Size	4,000 sf	11,250 sf	6,000 sf	5,000 sf	6,704 sf
Quality	Avg - Good	Similar	Similar	Similar	Similar
Condition	Good	Good	Good	Average	Average
Year Built	2004	2016	2014	2008	1970
Land Size	3 acres	1.31 acres	4.63 acres	2 acres	3.97 acres
Land/Bld Ratio	32.67:1	5.07:1	33.61:1	17.42:1	25.80:1
Paved Area	Good	Average	Average	Average	Average
\$ Per SF		\$71.11	\$66.50	\$41.00	\$63.40

The following chart summarizes the major differences between the subject and the comparables. Due to the lack of sufficient sales, an exact dollar amount of an adjustment could not be supported and would be unreliable. Therefore, each comparable was given either a negative, positive or equal sign in order to compare it to the subject. If the comparable was inferior to the subject it required an upward adjustment, thus, a plus sign was used. If the comparable was superior to the subject it required a downward adjustment, thus a negative sign was used. An equal sign required no adjustment.

Adjustment Chart				
	Sale 1	Sale 2	Sale 3	Sale 4
Market Conditions	=	=	+	=
Conditions of Sale	=	=	=	=
Location/Visibility	- -	=	=	=
Building Size	+	=	=	=
Quality	=	=	=	=
Age/Condition	=	=	+	++
Land/Building Ratio	++	=	+	=
Paved Area	=	+	+	+
Net Adjustments	+	+	++++	+++

SALES ANALYSIS

UNIT OF COMPARISON

The comparables range in sales price from \$205,000 to \$800,000 and from \$41.00 to \$71.11 per square foot. Typically warehouse/industrial buildings are purchased on a price per square foot of building area. Therefore, all sales were analyzed and compared to the subject on a price per square foot basis.

FINANCING

All sales sold for cash or had typical market financing. Therefore, no adjustments were required.

MARKET CONDITIONS

Market condition refers to the appreciation or depreciation in a property over a period of time. Sales 1, 2 and 4 occurred after the pandemic in 2021 and were considered to reflect current market prices; thus, no adjustments were made. Sale 3 occurred in 2021, however, it was contracted in November 2020, prior to the pandemic, thus an upward adjustment was made.

CONDITIONS OF SALE

Adjustments for conditions of sale usually reflect the motivation of the buyer and seller. A sale may be transacted at a below market price if the seller needs cash in a hurry. A financial business or family relationship between the parties may also affect the price of a property. Although conditions of sale are often perceived as applying only to sales that are not arm's-length transactions, some arms-length sales may reflect atypical motivation or sales conditions due to unusual tax considerations, sale at legal auction, lack of exposure to the open market or eminent domain proceedings. All of the sales were arms length transactions and no adjustments were required.

LOCATION/VISIBILITY

The subject is located in an industrial park south of Downtown Monticello and is within 20 miles of Metropolitan Tallahassee. Sale 1 is located on the subject street and although it is similar in location it also has frontage along US Highway 19. Highway 19 is a major north to south street through Monticello and this sale was adjusted down for superior visibility. The remaining sales were located in similar areas, with similar visibility and required no adjustments.

BUILDING SIZE

The law of diminishing returns states: that typically as the size of a building increases its unit price decreases indicating a lower unit value. Furthermore, smaller buildings are more affordable to a larger number of buyers than larger buildings, thereby increasing the demand and price for smaller buildings. The subject totals 4,000 square feet. Sales 2, 3 and 4 ranged in size from 5,000 square feet to 6,704 square feet and although they were larger, they were considered in the same general size category as the subject. Therefore, sales 2, 3 and 4 required no adjustments. Sale 1 is over twice the size as the subject and on a per square foot basis is inferior, thus, an upward adjustment was made.

QUALITY

The subject is an average to good quality warehouse/industrial building with over 50% finished space. Overall the sales were considered similar and no adjustment was made.

AGE/CONDITION

The subject was built in 2004 and was in good condition with no deferred maintenance noted. Sales 1 and 2 were built in 2016 and 2014 and were in similar condition as the subject; thus requiring no adjustments. Sale 3 was built in 2008 and although similar in age, it was being used as a restaurant. Sale 3 was foreclosed on by the bank in 2016 and resold in 2021 for use as a gym. Sale 3 needed renovations/conversion for the proposed use, thus it was considered inferior in condition and required an upward adjustment. Sale 4 was built in 1970 and was in inferior condition, thus, requiring an upward adjustment.

LAND TO BUILDING RATIO

The subject has a land to building ratio of 32.67:1. Sales 2 and 4 had land to building ratios of 33.61:1 and 25.80:1, respectively and were similar to the subject, thus, no adjustments were made. Sales 1 and 3 had land to building ratios of 5.07:1 and 17.42:1, respectively and were inferior, thus, requiring upward adjustments.

PAVED AREA

The subject has approximately 59,500 square feet of asphalt pavement that is currently being used for motorcycle training. Although this amount of asphalt is considered a super adequacy it does have some contributory value. Sale 1 had a significantly smaller land to building ratio, however, the paved area covered a large portion of the area, thus; overall this sale was considered similar and required no adjustments. The remaining sales were inferior and required upward adjustments.

CONCLUSION OF VALUE

Summary of Adjustments				
	Sale 1	Sale 2	Sale 3	Sale 4
Sales Price	\$800,000	\$399,000	\$205,000	\$425,000
Price Per S.F.	\$71.11	\$66.50	\$41.00	\$63.40
Net Adjustments/SF	+	+	++++	+++

The comparables range in sales price from \$205,000 to \$800,000 and from \$41.00 to \$71.11 per square foot. Sales 2 and 4 are located along the coast in less developed areas, and although least similar in location, they were similar in size and land to building ratios. Thus, sales 2 and 3 were considered good indicators of value. Sale 3 is located in Madison, the adjacent town to the east. Sale 3 was inferior in land to building ratio, market conditions and building condition. Overall sale 3 was considered to reflect the lower range and given least weight. Sale 1 is located on the subject street and is the best indicator of value. Thus, with most weight placed on sale 1, the market value was estimated at \$70 per square foot and is summarized as follows.

$$4,000 \text{ square feet} \times \$70 / \text{square foot} = \$280,000$$

INCOME CAPITALIZATION APPROACH

In the income capitalization approach, the present value of the anticipated future benefits of property ownership is measured. A property's income and resale value upon reversion may be capitalized into a current, lump-sum value. There are two methods of income capitalization: direct capitalization and yield capitalization. In direct capitalization, the relationship between one years' income and value is reflected in either a capitalization rate or an income multiplier. In yield capitalization, designated period are converted to present value using a yield rate⁶.

This approach is based on the principles of anticipation and change because it concentrates on how future change affects present property value, especially the forecasted future net income. The relationship of supply and demand for a property affects its probable income stream as well as the rate of return that an investor would require. The rents and expenses that comprise the net income streams of equally desirable substitute properties as well as the capitalization and yield rates indicated by the sales of comparable properties can be used to derive an estimated net income and appropriate capitalization rate for the subject property. Finally, the external forces that affect the other two approaches to value also affect the incomes and capitalization rates, and thus the indicated present value, of the Income Capitalization Approach.

RENTAL RATE ESTIMATE

The subject consists of a 4,000 square foot warehouse building with excess land. Because of the large land to building ratio, there were very few rentals in the subject's county; therefore, the search was extended to nearby counties. The four rent comparables used to estimate the subject's rental rate are summarized on the pages.

⁶ The Appraisal of Real Estate, by the Appraisal Institute, 14th Addition, 2013, Page 46

RENT COMPARABLE ONE

ADDRESS:	108 Commerce Park Drive, Thomasville Georgia
PROPERTY TYPE:	Warehouse
BUILDING SIZE:	3,200 square feet
YEAR BUILT:	1981
LAND SIZE:	1.14 acres (49,658 square feet)
LAND/BUILDING RATIO:	15.51:1
NUMBER OF TENANTS:	One
RENTAL RATE:	\$9.48 per square foot, Gross
COMMENTS:	This comparable is located near downtown Thomasville, Georgia. The building has 2 offices, reception areas, 2 restrooms, climate controlled area and two garage bays with overhead doors.

RENT COMPARABLE TWO

ADDRESS:	4417 Entrepot Blvd, Tallahassee, Florida
PROPERTY TYPE:	Warehouse
BUILDING SIZE:	5,000 square feet
YEAR BUILT:	2021
LAND SIZE:	1.10 acres (47,916 square feet)
LAND/BUILDING RATIO:	9.58:1
NUMBER OF TENANTS:	One
RENTAL RATE:	\$8.00 per square foot, NNN
COMMENTS:	This comparable is located on the SW side of Tallahassee in an industrial development. The building has a small 20 X 20 office, three, 14 foot overhead doors and 20 foot eaves.

RENT COMPARABLE THREE



ADDRESS:	614 Fortune Blvd, Midway, Florida
PROPERTY TYPE:	Warehouse
BUILDING SIZE:	5,640 square feet
YEAR BUILT:	2000
LAND SIZE:	1.38 acres (60,113 square feet)
LAND/BUILDING RATIO:	10.65:1
NUMBER OF TENANTS:	One
RENTAL RATE:	\$9.00 per square foot, Modified Gross
COMMENTS:	This comparable is located in Gadsden County. The building has 2,040 sf of air conditioned space and 3,600 square feet of warehouse, with 2 dock high loading area and one grade level loading area.

RENT COMPARABLE FOUR



ADDRESS:	60 Ram Boulevard, Midway, Florida
PROPERTY TYPE:	Warehouse
BUILDING SIZE:	6,700 square feet (subject building)
YEAR BUILT:	2005
LAND SIZE:	2.78 acres (121,096 square feet)
LAND/BUILDING RATIO:	7.17:1 (based on 16,892 sf of gross building area)
NUMBER OF TENANTS:	One
RENTAL RATE:	\$8.00 per square foot, Modified Gross
COMMENTS:	This comparable is located in Gadsden County in an industrial park. The building has 5 overhead doors with 14 foot height and 17 foot eave. There is 17,000 sf of yard space. The interior has small office and one restroom.

Summary of Rentals					
	Subject	Rental 1	Rental 2	Rental 3	Rental 4
Town	Monticello	Thomasville	Tallahassee	Midway	Midway
Condition	Good	Similar	New	Similar	Similar
Year Built	2004	1981	2021	2000	2005
Land/Bld Ratio	32.67:1	15.51:1	9.58:1	10.65:1	7.17:1
Terms	Gross	Gross	NNN	Modified Gross	Modified Gross
Rate/SF	\$5.82	\$9.48	\$8.00	\$9.00	\$8.00

CONCLUSION OF RENTAL RATES

The rentals range from \$8.00 to \$9.48 per square foot. No rentals could be found in the subject's county that had a similar land to building ratio. All of the comparables have larger than typical land to building ratios and were the most similar ones found. Rental 1 is located in Thomasville, Georgia, rental 2 is located in Tallahassee and rentals 3 and 4 are located in Midway along the east side of Tallahassee. The four comparables have a relatively narrow range. The rental rate for the subject was estimated at \$8.00 per square foot. The subject potential gross income is summarized as follows.

GROSS POTENTIAL INCOME

$$\$8.00 / \text{sf} \times 4,000 \text{ sf} = \$32,000$$

OCCUPANCY RATE

The market has been on the rise with most comparables ranging from 90% to 100% occupancy. The subject is located in a rural area; therefore, an occupancy rate at the lower range of 90% is indicated. Thus, the vacancy rate is 10%.

EFFECTIVE GROSS INCOME

The effective gross income (EGI) is derived by subtracting the anticipated vacancy rate from the gross potential income. The EGI is estimated as follows.

Gross Potential Income	\$ 32,000
Less Vacancy (10%)	<u>\$ 3,200</u>
Effective Gross Income	\$ 28,800

EXPENSES

The subject was leased on a modified gross basis, with the lessor paying for building insurance and the lessee paying for building maintenance and repairs, utilities, yard service, etc. Assuming the subject is not government owned, there will also be real estate taxes. This expense is typically paid by the lessor. The taxes were estimated at \$5,000 and the building insurance expense is \$2,200 per year. Although the lessee pays for building repairs and maintenance, the lessor will be responsible for long lived items. This expense has been estimated at \$.35 per square foot or \$1,400, annually. Management fees in the area range from 4%-10% depending on the complexity of the property. Once rented, the subject would require minimal management; therefore, this expense has been estimated at the lower range of 6% of effective gross income. The expenses are summarized below.

Real Estate Taxes	\$ 5,000
Building Insurance	\$ 2,200
Long Lived Items	\$ 1,400
Management Fee (6% of EGI)	<u>\$ 1,728</u>
Total Expenses	\$10,328

CAPITALIZATION RATE

The next step in the Income Capitalization Approach is to determine the overall capitalization rate applicable to the subject. Capitalization of income is conversion of an expected stream of income into an indication of value. Although there are several methodologies which can be applied, they all relate to the basic formula:

$$\frac{\text{Income}}{\text{Value}} = \text{Rate}$$

Comparable sales are typically used as one method to estimate a capitalization rate. The subject is located in a rural area and has excess land. There were no similar sales found that were being rented that a capitalization rate could be abstracted. Therefore, because of the lack of for the comparables I used the PWC investor's survey to estimate the capitalization rate. The PWC Real Estate Investor Survey for the 3 and 4 quarter of 2022 is summarized below.

PwC Real Estate Investor Survey, Q4 2022

	Regional Mall		CBD Office		Warehouse		Apartment	
	Q4 2022	Q3 2022	Q4 2022	Q3 2022	Q4 2022	Q3 2022	Q4 2022	Q3 2022
Discount Rate (IRR)^a								
Range (%)	6.00 – 13.00	5.75 – 13.00	6.00 – 9.00	6.00 – 9.00	5.00 – 7.50	5.00 – 8.00	4.75 – 10.00	4.75 – 10.00
Average (%)	7.88	7.78	7.03	6.95	6.09	5.98	6.86	6.79
Change (bps)		+10		+8		+11		+7
Overall Cap Rate (OAR)^a								
Range (%)	5.00 – 12.50	4.50 – 12.50	4.25 – 7.50	4.25 – 8.00	2.00 – 6.25	3.00 – 5.75	3.25 – 8.00	3.00 – 8.00
Average (%)	7.33	7.23	5.75	5.70	4.43	4.29	4.89	4.75
Change (bps)		+10		+5		+14		+14
Residual Cap Rate								
Range (%)	5.00 – 12.50	4.50 – 13.00	5.00 – 8.50	5.00 – 8.50	3.75 – 6.50	3.75 – 6.50	4.00 – 8.00	3.50 – 8.00
Average (%)	7.40	7.33	6.20	6.18	4.97	4.89	5.28	5.14
Change (bps)		+7		+2		+8		+14

^aRate on unleveraged, all-cash transactions. *Definitions:* bps — basis points. Discount Rate (IRR) — internal rate of return in an all-cash transaction, based on annual year-end compounding. Overall Cap Rate (OAR) — initial rate of return in an all-cash transaction. Residual Cap Rate — overall capitalization rate used in calculation of residual price; typically applied to the NOI in the year following the forecast. Survey involves institutional-grade properties. Source: PwC's Investor Survey; personal survey conducted by PwC during December 2022. For subscription information, please email us, investor_survey@pwc.com.

CONCLUSION OF CAPITALIZATION RATE

The PWC Real Estate Investor Survey indicated a range of overall rates (4th qtr) for warehouses from 2.00% to 6.25% with an average of 4.43% and residual rates ranging from 3.75% to 6.50% with an average of 4.97%. Note the PWC rates are for properties in prime commercial areas and typically reflect the lower range of rates. Additionally, with interest rates on the rise, it is reasonable to assume that capitalization rates will also increase. Based on the data a rate of 6.5% was estimated for the subject. The market value via the income capitalization approach is summarized as follows.

INCOME APPROACH SUMMARY

Gross Potential Income	\$ 32,000
Less Vacancy (10%)	<u>\$ 3,200</u>
Effective Gross Income	\$ 28,800
Real Estate Taxes	\$ 5,000
Building Insurance	\$ 2,200
Long Lived Items	\$ 1,400
Management Fee (6% of EGI)	<u>\$ 1,728</u>
Total Expenses	\$10,328
Net Operating Income	\$18,472
Indicated Value $\$18,472 / 6.5\%$	\$284,185
Rounded to:	\$284,000

RECONCILIATION AND FINAL VALUE ESTIMATE

Final reconciliation is the last phase in the development of a value opinion in which two or more value indications derived from the market data are resolved into a final value opinion, which may be either a final range of value or a single point estimate⁷.

The cost approach was not considered applicable and was omitted from this report. The market value was based on the sales comparison approach and income capitalization approach. The value estimates are summarized below.

SALES COMPARISON APPROACH	\$280,000
INCOME CAPITALIZATION APPROACH	\$284,000

There were few sales in the subjects market area that were considered similar to the subject, therefore, the sales search was extended to surrounding counties. Four sales were found and ranged in sales price from \$205,000 to \$800,000 and per square foot prices from \$41.00 to \$71.11. Because of the subject's excess land and large area of pavement the value was estimated in the upper range at \$70 per square foot or \$280,000.

Four comparable rentals were used to estimate the rent for the subject property. The rentals ranged from \$8.00 to \$9.48 per square foot, with the subjects average rental rate at \$5.82. The subject's rate was considered below market and the market rent was estimated at \$8.00 per square foot on a gross lease. The capitalization rate was estimated at 6.5% indicating a market value via the income approach of \$284,000.

CONCLUSION OF VALUE

The sales comparison approach and income capitalization approach were considered good indicators of value and varied by less than 3%. Both approaches were given weight and the market value was estimated at \$282,000.

⁷ Dictionary of Real Estate Appraisal, published by the Appraisal Institute, 5th addition page 79

ADDENDA

QUALIFICATIONS OF THE APPRAISER - TRENT MARR, MAI, SRPA

LICENSE

Licensed Real Estate Broker, State of Florida
State-Certified General Appraiser RZ #000514 (Florida)

OFFICE LOCATIONS

1268 N. Circle Drive, Crystal River, Florida 34429
81800 Overseas Highway, Islamorada, Florida 33036

AFFILIATIONS

Member Appraisal Institute, MAI Designation #9353
Member Society of Real Estate Appraiser, SRPA Designation
Board of Directors, Appraisal Institute 1991 - 1994
Member of the Board of Realtors for Florida Keys, Marathon, Key West, Tallahassee

APPRAISAL EXPERIENCE

1991-Present Marr & Associates Appraisal Company, Inc., President
1988-Present Marr Properties, Key Largo, FL - Vice President, Broker
1991-President American Caribbean Real Estate, Islamorada, Florida, Broker
1988- Matonis, DeAngelis, MacDermott, Inc.
1986-1987 - AmeriFirst Appraisal Company, Maitland, FL - Commercial Appraiser
1985-1986- Thomas H. Overstreet, Winter Park, FL - Residential Appraiser

GENERAL EDUCATION

Bachelor of Science in Business & Administration, Major in Real Estate, Florida State University, Tallahassee, Florida (1985)

PROFESSIONAL EDUCATION

All Courses and classes for both SRPA and MAI designations.

Partial List of Seminars and Continuing Education for the Appraisal Institute.

Sales Comparison Approach - 2020
Expert Witness Testimony - 2020
Desktop Appraisals - 2020
Supporting Adjustments - 2018
USFLA (Uniform Standards for Federal Land Acquisitions) - 2017
USPAP – 2020, 2018, 2016, 2014, 2012, 2010, 2008, 2006, 2004, 2002, 2000
Florida Law – 2020, 2018, 2016, 2014, 2012, 2010
Forest Valuation-2015
Business Ethics – 2019, 2015
Appraisal of Self Storage Facilities 2014
The Cost Approach 2014
Mortgage Fraud-2014
Fundamentals of Business Valuation 2012
Business Practices and Ethics - 2011
Curriculum Overview -2010
Analyzing Distressed Properties – 2010
Supervisory Appraisal - 2010
Core Law – 2008, 2006, 2004, 2002, 2000, 1997, 1994
Valuation of Conservation Easements - 2008

QUALIFICATIONS OF APPRAISER – CONTINUED

Valuation of Wetlands, etc. /SFWMD – 2007, 2006, 2003, 2002, 2001
Residential Design and Functional Utility - 2006
Analyzing Distressed Real Estate - 2006
“PLAM” Public Land Acquisition & Management Partnership Conference - 2006
Litigation Skills - 1997
Appraising Rural Properties in SE FL - 1997
Internet & The Appraiser - 1996
Standards of Professional Practice / Part A - 1996
Professional Standards USPAP/Law - 1996
The Appraiser as Expert Witness - 1995
Standards of Professional Practice / Part B - 1995
Wetland, Mitigation & Severable Rights - 1995
Understanding Limited Appraisals - 1994
Blue Print Reading for Appraisers - 1994
Appraising Complex Residential Properties - 1993
Standards of Professional Practice / Part A - 1992
Appraisal Review - 1992
Rates, Ratios & Reasonableness - 1992
Appraising Troubled Properties - 1992
Legal Liabilities - 1992
Non-Residential Demonstration Report Writing - 1990

CLIENTS SERVED

Attorneys, Bank, Savings & Loans, Mortgage Companies, Florida Department of Transportation, Department of Natural Resources, Department of Environmental Protection, Nature Conservancy, Trust for Public Lands, Monroe County Land Authority, National Park Service, Fish and Game Commission, RTC, FDIC, Federal Home Loan Bank Board, Federal Savings & Loans, Insurance Companies, various national corporations, estates and individuals.

TYPES OF PROPERTIES

Single Family Homes, Condominiums, Two to Four Family Dwellings, Office Buildings, Nursing Homes, Industrial Warehouses, Shopping Centers, Apartment Complexes, Subdivision Developments, Marinas, Planned Unit Developments, Environmentally Sensitive Land, Hotels, Office Condominiums, Undeveloped Land, Mobile Home Parks, RV Parks, Fishhouses, Restaurants and Mixed Use Properties.

GENERAL EXPERIENCE

Mr. Marr has been appraising real estate property since 1985. He has been qualified as an expert witness in both Dade and Monroe County. His extensive appraisal experience includes wetlands and environmental land for both the Department of Environmental Protection, Nature Conservancy, The Conservation Fund, Freshwater Fish and Game, Big Cypress National Park Service and Monroe County Land Authority.

Mr. Marr received his SRPA designation in 1990 and his MAI designation in 1992. He served on the board of directors of the Appraisal Institute 1991-1994. The Appraisal Institute conducts a program of continuing education for designated members. Designated members who meet the minimum standards of this program are awarded periodic educational certification. Mr. Marr is currently certified under this program.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, DECLARING CERTAIN PROPERTY AS SURPLUS; AUTHORIZING DISPOSITION OF SAID SURPLUS PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1998, the Jefferson County Board of County Commissioners (the “Board”) acquired title to certain real property identified as Parcel Tax ID No. 12-1N-4E-0000-006K-0000 located at 300 Industrial Park Drive, Monticello, Florida 32344; and

WHEREAS, the Board owns certain real property identified as Parcel Tax ID No. 31-2N-5E-0000-0141-0000 located at 1484 S. Jefferson Street, Monticello, Florida 32344; and

WHEREAS, portions of the above-described parcels, more particularly described in Exhibit A hereto (the “Property”) are the subject of this Resolution; and

WHEREAS, the Board finds the Property unusable or not needed for County purposes or usable for affordable housing such that it may be declared surplus pursuant to Section 30-12 of Jefferson County Ordinance No. 22-11032022-05; and

WHEREAS, pursuant to its declaration as surplus herein, the property may be disposed of according to one of the methods set forth in Sections 30-13, 30-14, and 30-15 of Jefferson County Ordinance No. 22-11032022-05; and

WHEREAS, the Jefferson County Board of County Commissioners finds that it is in the best interest of the County to declare the Property as surplus and to authorize its disposition.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA:

Section 1. The Property, more particularly described in Exhibit A hereto, is hereby declared as surplus pursuant to Section 30-12 of Jefferson County Ordinance No. 22-11032022-05.

Section 2. The Jefferson County Manager or designee is hereby authorized to dispose of the Property pursuant to the Minimum Base Bid method set forth in Section 30-13(H) of Jefferson County Ordinance No. 22-11032022-05. The minimum base bid for the portion of Parcel Tax ID No. 12-1N-4E-0000-006K-0000 is \$282,000.00 based on the appraisal dated June 21, 2023. The minimum base bid for the portion of Parcel Tax ID No. 31-2N-5E-0000-0141-0000 is \$250,000.00 based on the appraisal dated June 21, 2023.

PASSED AND DULY ADOPTED in regular session, this _____ day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

Chris Tuten, Chairman

ATTEST:

Kirk Reams
Ex Officio Clerk to the Board

APPROVED AS TO FORM

Heather J. Encinosa, Esq.
County Attorney

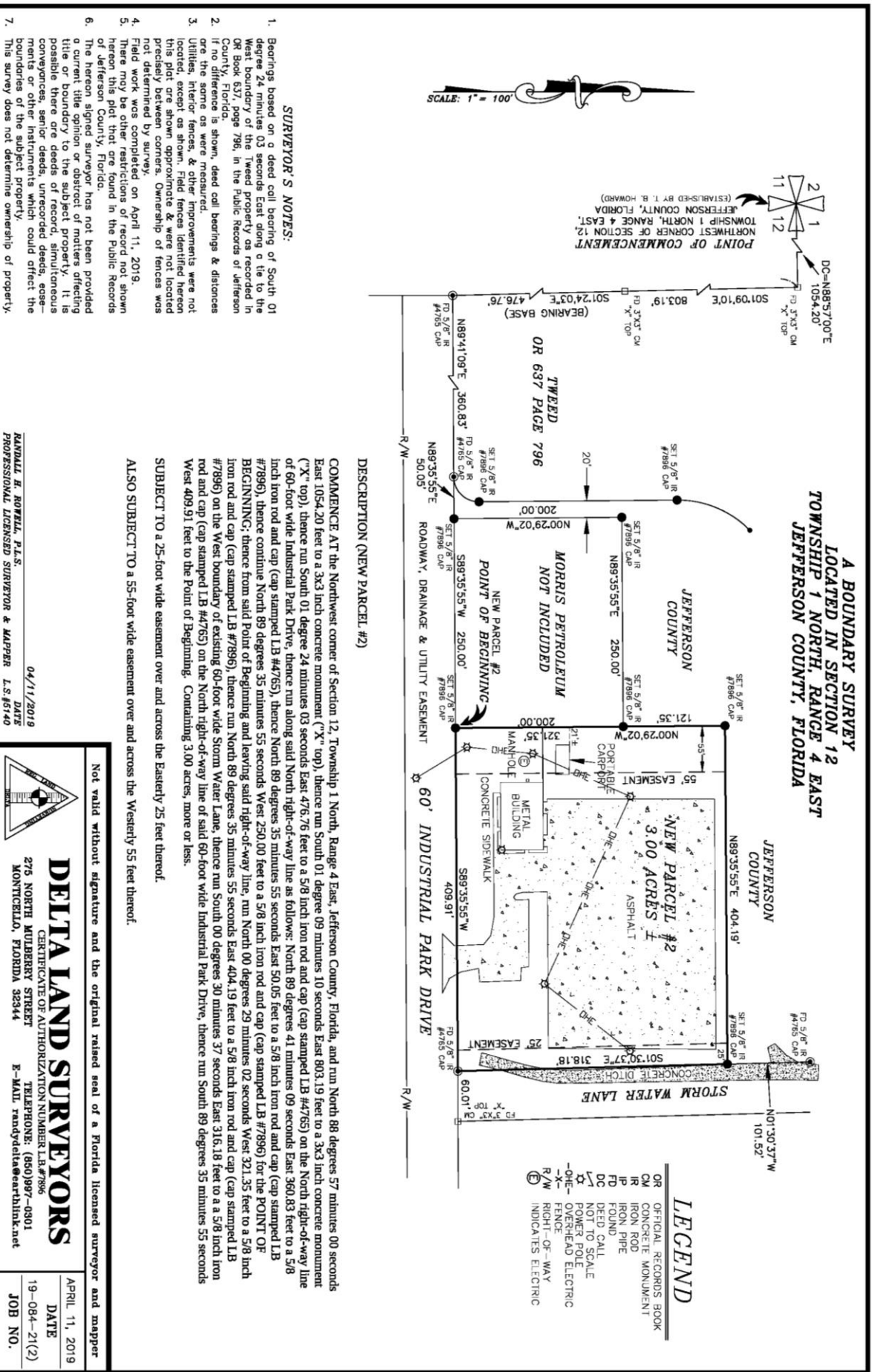


EXHIBIT A

