

Board of County Commissioners

Jefferson County, Florida

Stephen G. Fulford District 1	Eugene C. Hall District 2	Hines F. Boyd District 3	Felix "Skeet" Joyner District 4	Danny Monroe, III District 5, Chair
----------------------------------	------------------------------	-----------------------------	------------------------------------	--

Regular Session

October 7, 2010 at the Courthouse Annex
435 W. Walnut St. Monticello, FL 32344

1. **9:00 A.M. – Call to Order, Invocation, Pledge of Allegiance**
2. **Public Announcements, Presentations, & Awards**
3. **Consent Agenda**
 - a) **Minutes – September 16, 2010 Tentative Budget Hearing**
 - b) **Minutes – September 28, 2010 Final Budget Hearing**
4. **Citizens Request & Input on Non-Agenda Items**
(3 Minute Limit, No Commissioner Discussion.)
5. **General Business**
 - a) **Suwannee River Water Management District – Steven Minnis**
 - b) **Main Street-Jail Lease – Ann Holt**
 - c) **Requested Changes to Section 8 Program – Sonora Walker**
 - d) **Draft Private Dirt Road Repair Program – Roy Schleicher**
 - e) **Road Grader Replacement – David Harvey**
 - f) **NRCS Recommendations – Alan Wise/Scott Sheffield – Preble-Rish Inc.**
 - g) **Grant Agreement b/t TDF Foundation & JCPL – Kitty Brooks**
 - h) **Presentation of Refund from Regional Landfill – Frank Darabi/ Comm. Page**
 - i) **Nomination to Legislative Committee – Commissioner Joyner**
6. **County Coordinator's Report**
7. **Citizen's Forum**
(3 Minute Limit, Discussion Allowed.)
8. **Commissioner Discussion Items**
9. **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.

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
TENTATIVE BUDGET HEARING
September 16, 2010

The Board met this date for the tentative budget hearing. Present were Chairman Danny Monroe, Commissioners Hines Boyd, Stephen Fulford, Eugene Hall and Felix "Skeet" Joyner, County Coordinator Roy Schleicher, Clerk of Court Kirk Reams, and County Attorney Buck Bird.

1. Clerk of Court Kirk Reams announced that the tentative millage rate set for adoption for the Board would be 8.3226 mills, which was less than the rollback rate of 8.8589 mills.
2. Citizen Mr. Taintor inquired as to why there was no fire assessment for city residents, to which County Attorney Buck Bird responded that the city had separate fire department.
3. Citizen Chuck Sarkisian asked if there were any cuts in services. Clerk of Court Kirk Reams responded that the Road Department was the only department that suffered any major cut to its budget. Commissioner Boyd replied that no personnel had been for this budget. Commissioner Fulford replied that no departments had been cut except for the Road Department issue.
4. On motion by Commissioner Joyner, seconded by Commissioner Hall and unanimously carried, the Board tentatively adopted the millage rate of 8.3226 mills.
5. Clerk of Court Kirk Reams announced the tentative budget of \$22,500,000.
6. Citizen Chuck Sarkisian asked how much 8.3226 mills generated, to which Mr. Reams responded a little over 4.5 million dollars.
7. On motion by Commissioner Hall, seconded by Commissioner Fulford, and unanimously carried, the Board tentatively adopted the budget at \$22,500,000.
8. On motion by Commissioner Fulford, seconded by Commissioner Boyd and unanimously carried, the meeting was adjourned.

Attest: _____
Clerk

Chairman

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
FINAL BUDGET HEARING
September 28, 2010

The Board met this date for the tentative budget hearing. Present were Chairman Danny Monroe, Commissioners Hines Boyd, Stephen Fulford, and Eugene Hall, County Coordinator Roy Schleicher, Clerk of Court Kirk Reams, and County Attorney Buck Bird.

1. Clerk of Court Kirk Reams announced that the proposed millage rate set for adoption for the Board would be 8.3226 mills, which was 6.05% less than the rollback rate of 8.8589 mills.
2. On motion by Commissioner Fulford, seconded by Commissioner Boyd and unanimously carried, the Board adopted resolution number 10-092810-01, setting a millage rate of 8.3226 mills.
3. Clerk of Court Kirk Reams announced the proposed budget of \$22,081,790.
4. On motion by Commissioner Hall, seconded by Commissioner Fulford, and unanimously carried, the Board adopted resolution number 10-092810-02, setting the budget at \$22,081,790.
5. On motion by Commissioner Fulford, seconded by Commissioner Hall and unanimously carried, the Board adopted resolution number 10-092810-03, setting the Fire Assessment.
6. On motion by Commissioner Boyd, seconded by Commissioner Fulford and unanimously carried, the Board adopted resolution number 10-092810-04, setting the Landfill Assessment.
7. On motion by Commissioner Fulford, seconded by Commissioner Boyd and unanimously carried, the meeting was adjourned.

Attest: _____
Clerk

Chairman

JEFFERSON BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

TO: The Honorable Chairman and Members of the Board of County Commissioners

FROM: Sonora Walker, Housing Coordinator

DATE: September 30, 2010

SUBJECT: Request to Decrease Payment Standards and Occupancy Standards

DEPARTMENT: Jefferson County Grants Department-Housing Choice Voucher Program

BACKGROUND: Due to the economic downturn, many Section 8 families in Jefferson County have lost income and benefits that have affected their ability to pay their portion of the rent. This means that the Jefferson County Housing Authority (JCHA) had to increase its rental Housing Assistance Payments (HAP) share. As has been recognized by Jefferson County Housing Authority and other housing authorities across the nation, this recession has caused housing authorities to increase its proportionate share of rents under the program, ultimately resulting in decreased beneficiaries. As a result of the U.S. Department of Housing and Urban Development (HUD) has recommended that housing authorities including JCHA take steps to lower the cost of their program. JCHA has a contract with HUD for 129 vouchers, but JCHA only receives enough funding to serve 90 vouchers. Currently, JCHA has 95 families participating in its program which is 34 less than the contract, but expending approximately 112% of funding received. As a result, the funding received from HUD does not stretch as far as it once did. In addition, the JCHA has a "rainy day" fund or reserve account set aside for such emergencies. JCHA has been using these funds to keep families housed at the current Payment Standard Rates. Unfortunately, the costs are approximately \$11,000 per month more than what the Housing Authority receives from HUD and the rainy day reserve fund has been exhausted. No additional regular funds have been received for the voucher program at this time.

To protect Section 8 assistance for all families, by reducing program costs, JCHA would like to take the following steps:

- Decrease Occupancy Standards also known as Voucher Bedroom size- two heartbeats per bedroom. Example: A two person family in a two-bedroom unit will change to a one bedroom voucher at the time of their upcoming annual reexamination after November 1, 2010. If the gross rent (contract plus utility allowances) for the current two-bedroom unit is more than the Voucher Payment Standard, the family share of rent will increase. If this occurs, the tenant can do the following:
 1. Receive a new voucher to move to a new unit
 2. Negotiate rent with the landlord to accept a lower payment (this is the tenants choice, it is not mandatory that the landlord lowers the rent)
 3. Elect to pay the increase share of rent to the landlord
 4. Do both 2 and 3
- Decrease Voucher Payment Standards from the current rate of 100% to 90% of the current Fair Market Rent (FMR).

RECOMMENDATION: Approving the above actions will result in an approximate 10% decrease in the amount of Housing Assistance Payments that will save JCHA approximately \$60,000 annually. In addition, the Jefferson County Authority will continue assist families without terminating assistance.

For October 7, 2010 Jefferson County Board of County Commissioners Agenda

TO: Board of County Commissioners
FROM: Roy Schleicher
RE: Private Dirt Road Repair Program - DRAFT

Commissioners –

At the September 16, 2010 Board of County Commissioners meeting, Ms. Traci Wood, representing the Valley View area, REQUESTED THE COUNTY DEVELOP A “PRIVATE DIRT ROAD REPAIR PROGRAM.”

The outcome of her request was Commission direction to staff to prepare a draft program and present the program to the Commission as an agenda item in the near future.

Therefore, attached are the following:

1. Goals of the Private Dirt Road Program
2. Procedures for the Private Dirt Road Program
3. Attachments
 - a. Request Form(s)
 - b. Map of requested area

This item will be placed on the Commission’s October 7, 2010 agenda for discussion.

Jefferson County Board of County Commissioners
Goals of Private Dirt Road Repair Program (DRAFT 10/7/10)
Adopted (Date)

The Jefferson County Board of County Commissioners is dedicated to assisting all residents in a responsible and efficient manner. The goal is to provide fair and cost effective services to all residents. As such, private dirt roads present a particularly difficult challenge. Legal issues must be addressed. Fairness to residents living on county roads cannot be overlooked. However, services can be provided to residents on private dirt roads.

The Commission may provide services to private dirt roads if 1) the Commission determines that a private dirt road repair program serves a county purpose and 2) provisions are made so that all costs of such services are undertaken by the owners of the private dirt road and no financial responsibility falls to the taxpayers of the county.

The Commission can offer possible solutions to residents living on private dirt roads. When not operating on county roads, county equipment and operators can be used on private dirt roads with the residents paying the equipment rate determined by the county. Materials can be supplied on an as needed basis at a price determined by the county. The rates charged to the residents on private dirt roads for equipment time (including operator time) will not include any profit or markup nor will the charges for materials.

The goal to provide fair and cost effective services to all residents, including those on private dirt roads, can be achieved by the Private Dirt Road Repair Program.

To participate in the Private Dirt Road Repair Program the procedures described on the following pages must be observed. Questions about the program can be directed to any County Commissioner, the County Road Department or the County Coordinator's Office.

Jefferson County Road Department	850/997-2036
Jefferson County Coordinator's Office	850/342-0287

Procedures for Participation in Jefferson County's
Private Dirt Road Repair Program
(DRAFT 10/7/10)

1. All requests to participate in the Private Dirt Road Repair Program must be in writing, including all required forms, delivered to the Jefferson County Road Department (1484 South Jefferson Street, Monticello, FL 32344) and a copy of the request delivered to the Jefferson County Coordinator's Office (450 W. Walnut St., Monticello, FL 32344).
2. All requests/applications must include 1) the name, mailing and if different the physical address, telephone number and, if applicable, e-mail address of the individual(s) making the request; 2) the name of the private dirt road for which the repairs are being requested; 3) a detailed description of the requested repairs; 4) a detailed description of the specific location of the repairs (such as 911 addresses and/or physical landmarks) from point of beginning to point of ending; and a map of the area to be repaired.
3. A Jefferson County employee will inspect the road to be repaired. The person requesting the repair or another individual familiar with the issues involved with the repair should be available to assist the county employee during the inspection.
4. Repairs allowed under this policy shall be only those activities covered within the General Maintenance Permit and include:
 - a. Grading, balancing and spot repair of the roadbed.
 - b. Pulling and shaping of existing roadside ditches.
 - c. Materials e.g. clay and sand to be purchased by the cubic yard.
 - d. Aggregates (various size rocks) to be purchased by the cubic yard.
5. All fees associated with repair requests shall be paid in advance of the start of work or delivery of materials. Payment of fees must be made by a single payment by check or money order from the responsible parties. Jefferson County will not negotiate or mediate between parties relevant to participation in the Private Dirt Road Repair Program. Checks or money orders shall be made payable to the Jefferson County Board of County Commissioners and delivered to the Road Department office prior to beginning any work or delivering any materials.
6. The fees for approved dirt road repair activities shall be based on the following criteria:
 - a. All activities and material fees shall be based on Jefferson County's current fee rates at the time services are provided.
 - b. Fees will be based on the actual cost of doing business with no profit margins included.
7. Approval of repair requests will normally be limited in scope to work that can be accomplished within a ten hour work day including mobilization. A second consecutive day can be scheduled if the equipment and personnel are expected to be available. Requests for periodic or regular services shall not be approved.
8. Approval and scheduling of all requests shall be contingent upon the availability of County resources with County maintained roads taking priority over private dirt road requests.
9. Upon completion of the agreed upon repairs to the private dirt road, the requesting parties shall be solely responsible for all future maintenance. Jefferson County shall assume no responsibility for future maintenance.

Jefferson County Board of County Commissioners

PRIVATE DIRT ROAD REPAIR PROGRAM APPLICATION FORM (Draft 10/7/10)

Name of Applicant: _____ Date: _____

Address: _____

Telephone Number: _____

E-mail address: _____

Road to be repaired: _____

Please give detailed description of the requested repairs or materials:

Upon receipt of the application, Jefferson County will review the request to determine if the requested repairs meet all applicable criteria. The applicant will then be notified within five (5) working days as to the results of the review.

The only repair activities are as follows:

- * Grading, balancing and spot repair of the roadbed
- * Pulling and shaping of existing roadside ditches
- * Stabilization materials (clay/sand) by the cubic yard
- * Aggregates by the cubic yard

All fees associated with repair requests shall be entirely the responsibility of the requesting party/parties and shall be paid in full and in advance of the start of work or delivery of materials.

Checks are accepted for payment of fees and shall be made payable to the Jefferson County Board of County Commissioners. The fee schedule is attached.

Approval and scheduling of all requests shall be contingent upon the availability of County resources with County maintained roads taking priority over private dirt road repair requests.

Upon completion of the private road repairs, the requesting party/parties shall be solely responsible for all future maintenance responsibilities of the road. As such, Jefferson County shall in no manner assume any responsibility for future maintenance.

Location Drawing

Draw a map (or a computer generated map with hand written notes) of the exact location within the road section the repairs that are being requested. Please include addresses or other landmarks to aid in identifying repair location(s).

Please return the completed Private Dirt Road Repair Program Application Form and this detailed map to:

Jefferson County Road Department, 1484 S. Jefferson Street, Monticello, FL 32344

AND A COPY TO

Jefferson County Coordinator's Office, 450 W. Walnut Street, Monticello, FL 32344

Jefferson County Board of County Commissioners

Private Dirt Road Repair Program

FEE SCHEDULE – As of October, 2010 (DRAFT 10/7/10)

Subject to Change Without Notice

<u>Materials</u>	<u>Cost</u>	<u>Cost Plus 7% Sales Tax</u>
Road Grading & Ditch Shaping Only	\$ 98.00 per hour	\$ 98.00 per hour (no tax)
Other Equipment as Necessary	\$ 110.00 per hour	\$ 110.00 per hour (no tax)
Clay/Sand Material Delivered	\$ 160.00* per 10 yard load	\$ 171.20 per 10 yard load
Roadbase Lime Rock Delivered	\$ 360.00* per 10 yard load	\$ 385.20 per 10 yard load
#57 Stone	\$ 250.00* per 10 yard load	\$ 267.50 per 10 yard load
# 5 Stone	\$ 260.00* per 10 yard load	\$ 278.20 per 10 yard load

* Fees include labor, equipment and material costs and represent Jefferson County's expenses only.

Fees must be paid by a single check or money order prior to beginning work or delivering materials. Approval and scheduling of private dirt road repair requests shall be contingent upon the availability of county resources with county maintained roads taking priority over private dirt road repair requests.

Following the agreed upon private dirt road repairs the requesting party/parties shall be solely responsible for all future maintenance of the dirt road. Jefferson County will not assume any responsibility for future maintenance.

MEMO

Date: 9/28/10 (for BOCC Agenda 10/7/10)
To: Board of County Commissioners
From: David Harvey – Roy Schleicher
RE: Grader Replacement

The county has received proposals from Flint Equipment (John Deere) and Ring Power (Cat) for the replacement of two of our graders which need extensive repairs. Each bidder was asked to take the two old graders as trade-in credits on a lease purchase agreement for two new graders. A committee (Commissioner Boyd, Mr. David Harvey, Mr. Bruce Mitchell, Mr. John McHugh and Mr. Roy Schleicher) evaluated the two proposals.

The unanimous consensus was to accept Flint Equipment's "reverse buyback" proposal for a John Deere Model 672GP motor grader with all wheel drive and an auto blade sloping feature. The new cost of this machine is \$189,000. With our trade-ins, we can obtain two machines for a monthly lease payment for \$1542.50 with dealer repairs included. The lease is for 5 years or 5000 hours, whichever comes first. At the end of the lease, the machines would go back to the dealer, presumably to be replaced with new graders.

Our 2010-2011 budget includes \$1700 per month for the lease of a grader. Instead, through this program, with the trade-ins, we get two graders, \$1542.50 total lease payments per month and no repair bills under this arrangement.

David R. Harvey,
Road Superintendent

Roy Schleicher
County Coordinator



PREBLE-RISH INC

CONSULTING ENGINEERS & SURVEYORS

October 1, 2010

Via email @ rschleicher@aol.com and via Hand Delivery

Mr. Roy Schleicher
County Coordinator
Jefferson County
450 West Walnut Street
Monticello, FL 32344

RE: Old Lloyd Road NRCS Drainage Improvements
Preble-Rish, Inc. Project No. 751.015

Dear Mr. Schleicher:

As you know we received bids for the referenced project at 2:00 p.m. EST on September 24, 2010, and three (3) contractors submitted bids. Copies of all the bids have been provided under separate cover. The detailed bid results are attached and labeled as Exhibit A.

After thorough review of all bids, Dixie Paving and Grading, Inc. was the only bidder that was qualified in accordance with the Invitation to Bid, specifically the requirement to be FDOT Pre-Qualified. Also, during our review of the bids, we discovered that there was a mathematical error in the Bid Form provided by Dixie Paving and Grading, Inc. that resulted in their Total Base Bid being \$22,800 lower than the summation of Work Items. In instances of discrepancies on Unit Price Bids, the Unit Price is the prevailing factor in determining the *actual* Total Base Bid. Therefore, we recommend awarding the contract to Dixie Paving and Grading, Inc. in the amount of \$78,925.00.

Also enclosed is a copy of the Agreement to be executed if the Commission approves of our recommendation. Please notify our office once approved so we may prepare all of the necessary contract documents to be executed by the Contractor and the County.

If you have any questions, please give me a call at 850.528.0300 or e-mail me at wisea@preble-rish.com.

Sincerely,

PREBLE-RISH, INC.

Alan wise, P.E.
Project Manager

ADW

Attachments

cc: Mr. Chris Forehand, P.E., Vice-President, C.O.O., PRI (via forehandc@preble-rish.com w/o attachments)
Mr. Travis Justice, P.E., Associate, PRI (via justicet@preble-rish.com w/o attachments)
Mr. Scott Sheffield, P.E., PRI (via sheffields@preble-rish.com w/o attachments)
Mr. Donald Stanley, E.I., PRI (via stanleyd@preble-rish.com w/o attachments)

S:\751.015 Old Lloyd Rd. - NRCS\correspondence\Schleicher 2010.9.28 Bid Results.doc

Port St. Joe

324 Marina Drive
Port St. Joe, FL 32456

PHONE: 850.227.7200 • FAX: 850.227.7215

Panama City

203 Aberdeen Parkway
Panama City, FL 32405

PHONE: 850.522.0644 • FAX: 850.522.1011

Santa Rosa

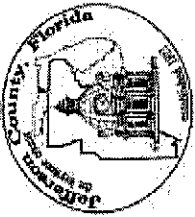
877 C. R. 393 North
Santa Rosa Beach, FL 32459

PHONE: 850.267.0759 • FAX: 866.557.0076

Bristol

10490 NW Main Street
Bristol, FL 32321

PHONE: 850.643-2771 • FAX: 850.643.2910



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

OLD LLOYD ROAD NRCS DRAINAGE IMPROVEMENTS

PRI PROJECT NO. 751.015

Bid Opening: 2:00 P.M. EST, Thursday, September 24, 2010

Jefferson County Courthouse Annex 450 West Walnut St. Monticello FL, 32344

ITEM	DESCRIPTION	DIXIE PAVING AND GRADING INC.	BIG ISLAND CONSTRUCTION CO. INC.	DUGGAR EXCAVATING INC.
	GENERAL POSTS			
1.1	MOBILIZATION (7.5% OF MAX BID)	\$3,000.00	\$4,000.00	\$7,000.00
1.2	BONDS AND INSURANCE (4% OF BID MAX)	\$1,100.00	\$1,000.00	\$3,087.50
1.3	MAINTENANCE OF TRAFFIC	\$1,000.00	\$2,000.00	\$3,500.00
1.4	EROSION CONTROL	\$3,500.00	\$2,000.00	\$5,325.00
	POSTING ITEMS POSTS			
2.1	ASBUILTS, SURVEY, AND LAYOUT	\$2,750.00	\$2,999.00	\$5,000.00
2.2	DEWATERING	\$2,500.00	\$1.00	\$2,500.00
2.3	CLEARING AND GRUBBING	\$2,000.00	\$10,096.96	\$3,000.00
2.4	EXCAVATION BORROW	\$5,625.00	\$8,250.00	\$7,950.00
2.5	GRADING AND SHAPING	\$5,000.00	\$8,000.00	\$32,000.00
2.6	EARTHWORK	\$3,000.00	\$2,750.00	\$8,000.00
2.7	ALABAMA CLASS II RIP-RAP	\$5,225.00	\$5,500.00	\$6,325.00
2.8	BEDDING STONE (MINIMUM GS 2.65)	\$1,200.00	\$3,000.00	\$900.00
2.9	TYPE D-2 FILTER FABRIC	\$300.00	\$225.00	\$1,312.50
2.10	SAND CEMENT BAG HEADWALL	\$6,175.00	\$4,875.00	\$2,600.00
2.11	CONCRETE DITCH BLOCKS	\$3,500.00	\$6,000.00	\$8,500.00
2.12	SOD	\$8,750.00	\$7,500.00	\$7,500.00
2.13	SEED AND MULCH	\$1,500.00	\$1,500.00	\$1,500.00
	TOTAL BASE BID	\$56,125.00	\$69,696.96	\$106,000.00
	ENGINEER'S VERIFICATION OF TOTAL BASE BID	\$78,925.00	\$69,696.96	\$106,000.00

**JEFFERSON COUNTY-
OLD LLOYD ROAD NRCS DRAINAGE IMPROVMENTS PRI PROJECT # 751.015**

SECTION 00050-AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2010, by and between, Jefferson County, Florida, hereinafter called "OWNER" and Dixie Paving and Grading, Inc. doing business as a corporation, hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the **JEFFERSON COUNTY – OLD LLOYD ROAD NRCS DRAINAGE IMPROVEMENTS.**

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the project within **40** consecutive calendar days, thereafter unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Liquidated damages for failure to substantially complete the project within the specified time will be set at **\$1,000.00** per day. Completion means that the OWNER can use the project as designed.

4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **\$ 78,925.00** as shown in the BID.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) NOTICE CALL FOR BID
- (B) INFORMATION FOR BIDDERS
- (C) BID
- (D) BID BOND
- (E) AGREEMENT
- (F) PERFORMANCE BOND
- (G) PAYMENT BOND
- (H) NOTICE TO PROCEED
- (I) GENERAL CONDITIONS

- (J) ANTI-COLLUSION STATEMENT
- (K) CONFLICT OF INTEREST DISCLOSURE FORM
- (L) DRUG-FREE WORKPLACE STATEMENT
- (M) PUR 7068 STATEMENT
- (N) APPENDICES
- (O) DRAWINGS prepared by Preble-Rish, Inc.
- (P) ADDENDA

No. 1, dated September 9, 2010

No. 2, dated September 13, 2010

No. 3, dated September 21, 2010

No. 4, dated September 23, 2010

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

ATTEST:

BY _____
(Signature)

NAME _____
(Please Type)

TITLE _____

(SEAL)

ATTEST:

BY _____
(Signature)

NAME _____
(Please Type)

TITLE _____

END OF SECTION 00050

OWNER:

JEFFERSON COUNTY, FLORIDA

BY _____
(Signature)

NAME Danny Monroe, III

TITLE Chairman, Jefferson County
Board of County Commissioners

CONTRACTOR:

BY _____
(Signature)

NAME Glen Harrelson
(Please Type)

TITLE President

ADDRESS: 1085 Commerce Blvd.
Midway, FL 32343

Employer Identification
Number _____



PREBLE-RISH INC

CONSULTING ENGINEERS & SURVEYORS

October 1, 2010

Via e-mail @ rschleicher@aol.com and via Hand Delivery

Mr. Roy Schleicher
County Coordinator
Jefferson County
450 West Walnut Street
Monticello, FL 32344

RE: Ebenezer Road NRCS Drainage Improvements
Preble-Rish, Inc. Project No. 751.016

Dear Mr. Schleicher:

As you know we received bids for the referenced project at 2:00 p.m. EST on September 24, 2010, and three (3) contractors submitted bids. Copies of all the bids have been provided under separate cover. The detailed bid results are attached and labeled as Exhibit A.

After thorough review of all bids, Dixie Paving and Grading, Inc. was the only bidder that was qualified in accordance with the Invitation to Bid, specifically the requirement to be FDOT Pre-Qualified. Also, during our review of the bids, we discovered that there was a mathematical error in the Bid Form provided by Dixie and Grading, Inc. that resulted in their Total Base Bid being \$3,500 lower than the summation of Work Items. In instances of discrepancies on Unit Price Bids, the Unit Price is the prevailing factor in determining the *actual* Total Base Bid. Therefore, we recommend awarding the contract to Dixie Paving and Grading, Inc. in the amount of **\$91,245.00**.

Also enclosed is a copy of the Agreement to be executed if the Commission approves of our recommendation. Please notify our office once approved so we may prepare all of the necessary contract documents to be executed by the Contractor and the County.

If you have any questions, please give me a call at 850.528.0300 or e-mail me at wisea@preble-rish.com.

Sincerely,

PREBLE-RISH, INC.

Alan Wise, P.E.
Project Manager

ADW

Attachments

cc: Mr. Chris Forehand, P.E., Vice-President, C.O.O., PRI (via forehandc@preble-rish.com w/o attachments)
Mr. Travis Justice, P.E., Associate, PRI (via justicet@preble-rish.com w/o attachments)
Mr. Scott Sheffield, P.E., PRI (via sheffields@preble-rish.com w/o attachments)
Mr. Donald Stanley, E.I., PRI (via stanleyd@preble-rish.com w/o attachments)

S:\31 016 Ebenezer Rd - NRCS\correspondence\Schleicher 2010 10 1 Bid Results.doc

Port St. Joe

324 Marina Drive
Port St. Joe, FL 32456

PHONE: 850.227.7200 • FAX: 850.227.7215

Panama City

203 Aberdeen Parkway
Panama City, FL 32405

PHONE: 850.522.0644 • FAX: 850.522.1011

Santa Rosa

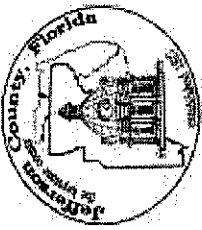
877 C. R. 393 North
Santa Rosa Beach, FL 32459

PHONE: 850.267.0759 • FAX: 866.557.0076

Bristol

10490 NW Main Street
Bristol, FL 32321

PHONE: 850.643-2771 • FAX: 850.643.2910



PREBLE-RISH INC.
CONSULTING ENGINEERS & SURVEYORS

EBENEZER ROAD NRCS DRAINAGE IMPROVEMENTS

PRI PROJECT NO. 751.016

Bid Opening: 2:00 P.M. EST, Thursday, September 24, 2010

Jefferson County Courthouse Annex, 450 West Walnut St., Monticello, FL, 32344

ITEM	DESCRIPTION	DIXIE PAVING AND GRADING INC.	BIG ISLAND CONSTRUCTION CO. INC.	DUGGAR EXCAVATING INC.
	GENERAL COSTS			
1.1	MOBILIZATION (7.5% OF MAX BID)	\$4,000.00	\$5,000.00	\$4,500.00
1.2	BONDS AND INSURANCE (4% OF BID MAX)	\$1,720.00	\$1,250.00	\$2,120.75
1.3	MAINTENANCE OF TRAFFIC	\$3,000.00	\$2,000.00	\$3,500.00
1.4	EROSION CONTROL	\$3,000.00	\$1,800.00	\$3,000.00
	CONSTRUCTION COSTS			
2.1	ASBUILTS, SURVEY, AND LAYOUT	\$2,750.00	\$2,500.00	\$3,000.00
2.2	DEWATERING	\$3,500.00	\$1.00	\$2,100.00
2.3	CLEARING AND GRUBBING	\$13,500.00	\$13,526.77	\$7,434.00
2.4	EXCAVATION BORROW	\$1,250.00	\$1,500.00	\$1,060.00
2.5	GRADING AND SHAPING	\$1,250.00	\$6,600.00	\$3,000.00
2.6	EARTHWORK	\$11,500.00	\$1,250.00	\$7,500.00
2.7	ALABAMA CLASS II RIP-RAP	\$22,500.00	\$4,500.00	\$15,900.00
2.8	BEDDING STONE (MINIMUM GS 2.65)	\$5,500.00	\$13,500.00	\$2,420.00
2.9	TYPE D-2 FILTER FABRIC	\$675.00	\$7,500.00	\$1,721.25
2.10	SAND CEMENT BAG HEADWALL	\$11,875.00	\$600.00	\$9,156.00
2.11	CONCRETE DITCH BLOCKS	\$4,550.00	\$2,250.00	\$4,750.00
2.12	SOD	\$375.00	\$5,000.00	\$1,125.00
2.13	SEED AND MULCH	\$300.00	\$9,000.00	\$500.00
	TOTAL BASE BID	\$87,745.00	\$77,777.77	\$72,787.00
	ENGINEER'S VERIFICATION OF TOTAL BASE BID	\$91,245.00	\$77,777.77	\$72,787.00

**JEFFERSON COUNTY-
EBENEZER ROAD NRCS DRAINAGE IMPROVMENTS PRI PROJECT # 751.016**

SECTION 00050-AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2010, by and between, Jefferson County, Florida, hereinafter called "OWNER" and Dixie Paving and Grading, Inc. doing business as a corporation, hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the **JEFFERSON COUNTY – EBENEZER ROAD NRCS DRAINAGE IMPROVEMENTS.**

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the project within **40** consecutive calendar days, thereafter unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Liquidated damages for failure to substantially complete the project within the specified time will be set at **\$1,000.00** per day. Completion means that the OWNER can use the project as designed.

4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **\$91,245.00** as shown in the BID.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

(A) NOTICE CALL FOR BID

(B) INFORMATION FOR BIDDERS

(C) BID

(D) BID BOND

(E) AGREEMENT

(F) PERFORMANCE BOND

(G) PAYMENT BOND

(H) NOTICE TO PROCEED

(I) GENERAL CONDITIONS

(J) ANTI-COLLUSION STATEMENT

(K) CONFLICT OF INTEREST DISCLOSURE FORM

(L) DRUG-FREE WORKPLACE STATEMENT

(M) PUR 7068 STATEMENT

(N) APPENDICES

(O) DRAWINGS prepared by Preble-Rish, Inc.

(P) ADDENDA

No. 1, dated September 9, 2010

No. 2, dated September 13, 2010

No. 3, dated September 21, 2010

No. 4, dated September 23, 2010

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

ATTEST:

BY _____
(Signature)

NAME _____
(Please Type)

TITLE _____

(SEAL)

ATTEST:

BY _____
(Signature)

NAME _____
(Please Type)

TITLE _____

END OF SECTION 00050

OWNER:

JEFFERSON COUNTY, FLORIDA

BY _____
(Signature)

NAME Danny Monroe, III

TITLE Chairman, Jefferson County
Board of County Commissioners

CONTRACTOR:

BY _____
(Signature)

NAME Glenn Harrelson
(Please Type)

TITLE President

ADDRESS: 1085 Commerce Blvd.
Midway, FL 32343

Employer Identification
Number _____



**AGREEMENT
BETWEEN
TDF FOUNDATION
AND
JEFFERSON COUNTY PUBLIC LIBRARY**

This Agreement is entered into this _____ day of _____, 2010, by and between the Jefferson County Public Library and TDF Foundation a 501 (c) (4) organization.

The Jefferson County Public Library and TDF Foundation desire to enter into this Agreement for the purpose of establishing a computer lab that will provide access to high speed technology and to provide computer technology education classes and workshops.

The computer lab will be located at the Jefferson County Public Library, 375 South Water Street, Monticello, FL 32344. The computers will be located in the library and cannot be relocated without a 30-day written notice to the TDF Foundation.

In consideration of the mutual promises set forth herein, and other good and valuable consideration, both parties agree as follows:

TDF Foundation will provide the following:

Equipment:

1. Five computers
2. One desk top printer
3. Microsoft Office (5 licenses)
4. Other peripherals and software

Technology:

1. Provide technology access, to the computer lab for twelve months.*
2. Provide installation of the technology.
3. Provide installation of the computers.
4. Provide IT support service for the computers for twelve months.*

*The twelve month term will begin on the date the computers are installed.

Computer Lab Coordinator

1. Provide the wages for one part-time (20 hours per week) coordinator.
2. The Executive Director will advertise and select the most qualified person for this position.

Confidential Document

Jefferson County Public Library will provide the following:

1. Provide a facility for the computer lab within the Jefferson County Public Library located at 375 South Water Street, Monticello, FL 32344.
2. The facility will have:
 - a. adequate electrical wiring to support connectivity and computer equipment
 - b. a private entrance
 - c. exterior building lighting
 - d. convenient parking or access to public transportation
 - e. bathroom facilities
3. Provide access to the computer lab for the twelve month term of the project year
4. The computer lab will be a secure and safe environment for the equipment and users
5. Allow service providers or volunteers access to the lab prior to the labs opening for the purpose of maintenance and installation

The Director of the Jefferson County Public Library agrees to the following:

1. That the computer lab will be open a minimum of 4 hours a day, 4 days a week.
2. Name a coordinator for the Computer Lab, if applicable
3. Insure that the Coordinator will:
 - a. maintain a daily sign-in log and to send this information to the Foundation
 - b. participate in monthly conference calls
 - c. prepare and generate quarterly written reports as requested by the Foundation
4. The Director will insure that the coordinator fulfills these obligations
5. During the project term the Director or the Directors representative will provide five (5) stories about how technology has impacted a participant's life.
6. Other

Term:

This Agreement has a tentative commencement date of November 21, 2010. The actual commencement date for the Agreement will be determined as the project nears installation of the computers. The termination date shall be twelve months from the actual commencement date. Unless terminated prior in accordance with the terms set forth.

Confidential Information:

Each party agrees that during the entire term of this Agreement, and thereafter, neither shall disclose or divulge any confidential information, or any part thereof, to any person or entity or use any confidential information for its benefit for any other purpose without the prior written consent of the other party. "Confidential information" means any and all information which either party to this agreement, in its sole determination, regards as confidential or proprietary.

Termination:

Either party has the right to terminate this Agreement with a minimum of thirty (30) days written notice to the other party.

Compliance with Law:

The Jefferson County Public Library and TDF Foundation shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the activities and services to be provided or performed under the terms of this Agreement.

Confidential Document

Non-Discrimination:

Neither the Jefferson County Public Library nor TDF Foundation shall discriminate against any program participant because of race, color, religion, sex, age, national origin, mental or physical disability, sexual orientation, political affiliation or marital status in connection with the performance of this Agreement.

Notice:

Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained, or mailed postage prepaid, to the other party by certified mail, return receipt requested, to the parties at the following addresses:

TDF Foundation	Linda Nickell, Director 1875 I Street, NW Fifth Floor Washington, DC 20006
----------------	---

Mailing Address
2 Wisconsin Circle
Suite 902
Chevy Chase, MD 20815

Jefferson County Public Library	Kitty Brooks, Director 375 South Water Street Monticello, FL 32344
------------------------------------	--

Modifications:

Any and all modifications of this provision of this Agreement must be in writing and signed by all parties.

Entire Agreement:

This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

By: _____

Linda Nickell
Director
TDF Foundation

By: _____

Print Name: _____

Title: _____