

**SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
JUDICIAL ANNEX BUILDING
218 PARSHLEY STREET SOUTHWEST
LIVE OAK, FLORIDA 32064**

TENTATIVE AGENDA FOR FEBRUARY 15, 2022, 5:00 P.M.

**Invocation
Pledge to American Flag**

ATTENTION:

- The Board may add additional items to this agenda.
- Affirmative action on any item includes authorization of Chairman's or designee's signature on all associated documents.
- Individual speakers from the audience will be allowed three (3) minutes to speak following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium regarding each item they wish to speak on.
- Groups or factions representing a position on a proposition or issue are required to select a single representative or spokesperson. The designated representative will be allowed to speak for seven (7) minutes following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium regarding each item they wish to speak on.
- For general updates or questions regarding County business, contact the County Administrator during regular business hours (386) 364-3400.

APPROVAL OF MINUTES:

1. February 1, 2022 – Regular Board Meeting

CONSENT:

2. Approval of payment of processed invoices.
3. Approval of SCOP Agreement with Florida Department of Transportation for the design of the resurfacing of 76th Street from US 90 to River Road and adoption of enabling Resolution.
4. Approval to piggyback on Suwannee County School Board RFP 17-209 for replacing roof shingles on the Health Department Building.
5. Authorization for County staff to execute Municipal SCOP grant applications.
6. Authorize procurement of a Weiler TT600 Tack Distributor for the Public Works Department construction crew.
7. Approval of senior management classification for economic development.
8. Approval of lease and enabling resolution for CAT 926 Wheel Loader for the Public Works Department construction crew.

PROCLAMATIONS AND PRESENTATIONS:

9. Presentation by Brittny Bechtel with Thomas Howell Ferguson P.A. & CPA's.
10. Presentation by Mike Grissom with Buchanan, Ingersoll, & Rooney.

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

GENERAL BUSINESS:

11. Discuss, with possible Board action, surplus properties. (Randy Harris, County Administrator)
12. Discuss, with possible Board action, solid waste windshield permit stickers. (Randy Harris, County Administrator)
13. Discuss, with possible Board action, advertising a Request for Qualifications for building inspections. (Randy Harris, County Administrator)
14. Discuss, with possible Board action, contracted roadside litter pick up.
15. **Additional Agenda Items.** The Chairman calls for additional items.
16. Public Concerns and Comments. (Filling out of Comment Card required, and forward to Chairman or County Administrator. Individual speakers from the audience will be allowed three (3) minutes, and a single representative or spokesperson will be allowed seven (7) minutes to speak following recognition by the Chairman and must speak from the podium – one (1) trip to the podium.)
17. Administrator's comments and information.
18. Board Members Inquiries, Requests, and Comments.

5:00 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a regular meeting and the following were present: Chairman Franklin White; Commissioner Don Hale; Commissioner Clyde Fleming; Commissioner Travis Land; and Commissioner Len Stapleton. Barry Baker, Clerk of Court; Keith Gentry, Chief Finance Director; Logan Woods, Deputy Clerk; Randy Harris, County Administrator; and James W. Prevatt, Jr., County Attorney, were also present.

Chairman White called the meeting to order at 5:01 p.m. and asked Commissioner Land to lead the invocation and the Pledge of Allegiance to the Flag of the United States of America.

Economic Development Director Jimmy Norris discussed a project with Tide Water that had been under development for nearly two years and introduced the owners who were present.

Travis Alcorn, Tide Water owner, mentioned the upcoming grand opening of the business and discussed what kinds of farm equipment and brands were sold.

MINUTES:

The first item on the agenda was to approve the minutes of the January 18, 2022 Regular meeting. County Attorney Prevatt noted a spelling correction for Dana Berman under item seventeen.

Commissioner Stapleton moved to approve the minutes of the January 18, 2022 Regular meeting, as corrected. Commissioner Fleming seconded, and the motion carried unanimously.

CONSENT:

Items four and eight were pulled for discussion.

The second item on the agenda was to approve payment of \$3,388,679.15 in processed invoices.

The third item on the agenda was authorization to purchase IT backup system technology in the amount of \$14,740.82 for the BOCC network. Budgeted item.

The fourth item on the agenda was authorization to advertise for bids for design-build of Fire Station No. 6 on north US Highway 129.

This item was pulled for discussion.

The fifth item on the agenda was authorization to advertise for bids for design-build of a scale house located at the County mine. Budgeted item.

The sixth item on the agenda was approval of a Site Preparedness Grant Agreement with Enterprise Florida and authorization for staff to execute the same. **(Agreement No. 2022-33)**

The seventh item on the agenda was approval of a construction and maintenance agreement with Tri-Party and associated resolution, an Interlocal Agreement (with Columbia County) and Duke Energy Trail License Agreement for the Suwannee River Greenway SunTrail project (FDOT #442872-1) between the Florida Department of Transportation, Duke Energy, Columbia County, and Suwannee County, and to authorize staff to sign all necessary documents. Funded by FDOT. **(Agreement No. 2022-34 and Resolution No. 2022-18; Agreement No. 2022-35 and 2022-36)**

The eighth item on the agenda was approval of Change Order No. 7 with Salsar Construction for the water transmission line installation project. Funded by grant funds.

This item was pulled for discussion.

Commissioner Land moved to approve consent items 2-3 and 5-7. Commissioner Stapleton seconded, and the motion carried unanimously.

The fourth item on the agenda was authorization to advertise for bids for design-build of Fire Station No. 6 on north US Highway 129.

Commissioner Land stated that at the previous meeting the Board had approved a task order with North Florida Professional Services for a topographical map for the new fire station; however, the County already had a contract with local surveying company J. Sherman Frier and Associates that could do the

work for less at \$9,500. He asked whether the Board would consider rescinding the previous approval and allowing J. Sherman Frier and Associates to complete the work at the cheaper price.

Discussion ensued on having Frier and Associates complete the topographical map.

Commissioner Land moved to rescind the previous approval for a task order with North Florida Professional Services for topographical mapping (see Agreement No. 2022-31). Commissioner Fleming seconded, and the motion carried unanimously.

Commissioner Land moved to approve a task order with J. Sherman Frier and Associates to complete the topographical map for \$95,000. Commissioner Hale seconded, and the motion carried unanimously (Agreement No. 2022-37).

Commissioner Land discussed conversations he had held with the City of Live Oak regarding a merger of the City and County fire departments to save costs and improve service to residents. He added that since the City was now under new leadership, they seemed opened to a merger. Commissioner Land asked whether the Board would like for him to continue discussions.

Chairman White suggested discussing the item after the regular agenda items.

Commissioner Hale moved to authorize advertisement of bids for design-build of Fire Station No. 6 on north US Highway 129. Commissioner Land seconded, and the motion carried unanimously.

The eighth item on the agenda was approval of Change Order No. 7 with Salser Construction for the water transmission line installation project. Funded by grant funds.

Commissioner Land had several concerns about the hauling of the debris related to the project.

Discussion ensued on what kind of debris would be moved, where it would be taken, whether County trucks would be used, and that much of the debris would be taken to specified landfills.

Commissioner Fleming moved to approve Change Order No. 7 with Salser Construction for the water transmission line installation project. Funded by grant funds. Commissioner Land seconded, and the motion carried unanimously. (Agreement No. 2020-48-07)

CONSTITUTIONAL OFFICER ITEMS:

The ninth item on the agenda was to discuss, with possible Board action, ADG Finance Software and return of excess funds.

Clerk of Court Barry Baker stated that he had met with County Attorney Prevatt and the auditor, and that they felt the financial software qualified as a sole source purchase. He added that the final cost of the system was under the amount originally budgeted, but that the conversion of information would have its own minimal cost due to the outdated nature of the current system. Clerk Baker also requested that the remainder of the funds that were budgeted for the software be used for the conversion costs.

Discussion ensued on the modules included in the final cost of the software, what was taken out, and how the system would work between offices.

Clerk Baker asked for Board approval to proceed with the purchase of the ADG software and to use the remaining funding for the data transfer.

County Attorney Prevatt stated that he was fine with the sole source purchase and use of the remaining funds for conversation costs.

The Board agreed by consensus to allow Clerk Baker to purchase the ADG Financial Software as a sole source and to use the remaining budgeted funds for information conversion costs.

Clerk Baker discussed the excess funds that were typically returned to the Board at the end of each fiscal year and asked if \$85,158.30 could be retained to purchase a backup system and servers for the Clerk's and Sheriff's Offices.

Discussion ensued on the backup servers and what the roughly \$85,000 covered.

Chairman White asked if the \$85,000 was for someone to do the work or for the equipment only.

Clerk IT Director Vicky Schnepf addressed the Chairman's questions, explained what the funding would be used for specifically, and further discussed the need for a backup system, noting that increased server size would be needed to maintain the backup and that Clerk IT staff would do the installation.

Clerk Baker stated that the remaining \$107,527.95 in excess funds would return to the Board.

Commissioner Stapleton moved to approve the Clerk's request to retain roughly \$85,158.30 from excess funds to be returned to the Board for backup servers for the Clerk's and Sheriff's Offices. Commissioner Fleming seconded, and the motion carried unanimously.

COMMISSIONERS ITEMS:

There were none.

COUNTY ATTORNEY ITEMS:

The tenth item on the agenda was consideration of acceptance and participation in a statewide settlement with Endo (Endo Health Solutions, Inc. and Endo Pharmaceuticals, Inc.), a manufacturer of opioid drugs.

County Attorney Prevatt discussed the settlement, recommended the Board participate, and asked for Board authorization to allow him to sign all necessary documents.

Commissioner Land moved to approve acceptance of and participation in a statewide settlement with Endo (Endo Health Solutions, Inc. and Endo Pharmaceuticals, Inc.), a manufacturer of opioid drugs. Commissioner Hale seconded, and the motion carried unanimously.

Commissioner Land moved to allow County Attorney Prevatt to execute associated documents for the settlement. Commissioner Stapleton seconded, and the motion carried unanimously.

GENERAL BUSINESS:

The eleventh item on the agenda was to discuss, with possible Board action, award of bid and execution of a contract for CR 137 Collection and Transmission Utility Extensions (Bid No. 2022-05; bids were opened January 25, 2022)

County Administrator Harris briefly discussed the bid information and tabulation sheet, noting the project would be funded by both Trulieve Suwannee and American Rescue Plan Act funding. He further discussed project timelines and that the Board needed to approve a contractor to move forward.

Discussion ensued on the different bidders and that despite the range in bid prices, the bid specifications were the same for each respondent.

Chairman White did not wish to approve the lowest bidder only to have several change orders come back for approval that would raise the total costs.

County Administrator Harris noted that several people involved in a project had to sign off on a change order and agree it was necessary before it was submitted to the Board for approval, adding that change orders were typically for items or issues that were unexpected.

Discussion ensued on inspection of work, how change orders were handled, and what kind of issues would result in a change order.

County Administrator Harris noted that he did not foresee any change orders that would arise, unless for unanticipated things such as he just discussed. He reiterated that ARPA funding would be used for the project, so there was plenty of funding to cover unanticipated costs.

Greg Bailey, North Florida Professional Services, discussed the licensed contractors that had bid on the project, noting they were all qualified contractors and he had no issues with any of them.

Much discussion ensued on the price range of the bids received and that each submitted a bid based on the same specifications and materials.

Commissioner Land moved to approve award of a bid and execution of a contract with the lowest bidder, Music Construction, for CR 137 Collection and Transmission Utility Extensions (Bid No. 2022-05; bids were opened January 25, 2022). Commissioner Stapleton seconded, and the motion carried unanimously. (Agreement No. 2022-38)

The twelfth item on the agenda was to discuss, with possible Board action, offers on surplus property Parcel ID No. 15-02S-12E-09944-008001.

County Administrator Harris discussed the new offers from the two previously tied bidders and recommended approval of offer number 20, which was the higher offer.

Commissioner Hale moved to approve offer number 20 on surplus property Parcel ID No. 15-02S-12E-09944-008001. Commissioner Land seconded, and the motion carried unanimously.

The thirteenth item on the agenda was to discuss, with possible Board action, award of bid and execution of a contract for timber harvesting at the Fire Station No. 6 site on north US Highway 129 (Bid No. 2022-08; bids were opened January 25, 2022).

County Administrator Harris discussed the offers received.

Commissioner Land commented on the two companies that bid, noting the prices were good and each company had local offices.

Commissioner Land moved to approve award of bid and execution of a contract with Shade Timber for timber harvesting at the Fire Station No. 6 site on north US Highway 129 (Bid No. 2022-08; bids were opened January 25, 2022). Commissioner Stapleton seconded, and the motion carried unanimously. (Agreement No. 2022-39)

The fourteenth item on the agenda was to discuss, with possible Board action, award of bid and execution of a contract (with Creative Concrete Design of Columbia County) for clearing and grubbing at the Fire Station No. 6 site on north US Highway 129 (Bid No. 2022-09; bids were opened January 25, 2022).

County Administrator Harris stated only one bid had been received.

Chairman White asked if the work could be done in house. County Administrator Harris replied that although the work could be done by County crews, they did not have the manpower to complete the work in a timely manner due to already being overextended with other projects.

Discussion ensued on where bids were posted and advertised to receive offers, whether to readvertise the project for another 30 days, and what all was included in the bid specification.

Commissioner Fleming moved to award a bid and execute a contract with Creative Concrete Design of Columbia County for clearing and grubbing at the Fire Station No. 6 site on north US Highway 129 (Bid No. 2022-09; bids were opened January 25, 2022). Commissioner Stapleton seconded, and the motion carried unanimously. (Agreement No. 2022-40)

The fifteenth item on the agenda was Additional Agenda Items.

There were none.

The sixteenth item on the agenda was public concerns and comments. [Filling Comment Card required and forwarded to Chairman or County Administrator. Individual speakers from audience allowed three (3) minutes and a single representative or spokesperson allowed seven (7) minutes to speak following recognition by Chairman and must speak from the podium – one (1) trip to podium].

There were none.

Commissioner Land returned to a discussion regarding merger of the City of Live Oak and County fire departments and explained that although there had been issues in the past, he did not wish for new City administration to be bound by previous political issues under old management. Commissioner Land discussed the City's interest in merging the fire departments to save money, as the department was losing revenue. He felt it could be a win-win solution for both the County and City with the sharing of equipment and increased services for residents. Commissioner Land then discussed in much detail budget figures on

various facets of a merger of the departments and revenue that would be collected with the increased square footage to be serviced by the County under the County's current fire assessment rate. He added that the City charged residents a fire assessment through their water bills, but that if those residents had to pay the County's fire assessment rate, it would only be a few dollars more than what they already paid.

Discussion ensued on the City's current operating budget for the fire station, cost to the County, and sharing of equipment, and potentially leasing the City's fire station building.

Commissioner Fleming commented on previous failed attempts at a fire department merger and that although he was in favor of continued discussions, he did not want to interfere with progress of the new fire station.

Much discussion ensued on combining the County and City fire departments and improved service it would provide to residents.

The Board noted their interest in continued merger discussions.

County Attorney Prevatt recommended setting specific agenda topics to discuss in a workshop.

Discussion ensued on a workshop and the different issues to discuss with the City.

Bo Hancock, 6135 Wiggins Road, had several issues with Commissioner Land discussing a merger with the City and felt specific topics should be set before pursuing further discussions.

Commissioner Land noted that the City had wanted him to ask whether the County Commission would be interested in a merger.

Much discussion ensued on the issue, previous attempts at a merger, having discussion topics ready for a workshop, and whether it was the City who had approached Commissioner Land or vice-versa.

The Board agreed by consensus for Commissioner Land to continue discussions with the City of Live Oak regarding merger of fire departments.

More discussion continued over a possible merger.

The seventeenth item on the agenda was Administrator’s comments and information.

County Administrator Harris had nothing to discuss.

The eighteenth item on the agenda was Board Members’ inquiries, requests, and comments.

Commissioner Fleming commented on the various challenges throughout the month.

Commissioners Stapleton, Hale, and Land commented on County employee Mandy Frederickson’s loss and Clerk employee Neena Funicelli’s loss.

Economic Development Director Norris gave an update on a legislative conference he had attended and representatives with whom he had spoken.

The Board commended Director Norris for his work and effort to represent the county.

Chairman White had nothing further to discuss.

Commissioner Stapleton moved to adjourn the meeting. Commissioner Fleming seconded, and the motion carried unanimously.

There being no further business to discuss, the meeting adjourned at 6:43 p.m.

ATTEST:

_____, DC
BARRY A. BAKER
CLERK OF THE CIRCUIT COURT

FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

Agenda Item No. 2

Approval of payment of processed invoices.

Agenda Item No. 3

Approval of SCOP Agreement with Florida Department of Transportation for the design of the resurfacing of 76th Street from US 90 to River Road and adoption of enabling Resolution.

A RESOLUTION CONCERNING REIMBURSEMENT AGREEMENT AND ADDENDUM WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING DESIGN OF THE RESURFACING OF 76TH STREET FROM US 90 TO RIVER ROAD.

WHEREAS, the Legislature enacted and funded the Small County Outreach Program, hereinafter referred to as "Program"; and

WHEREAS, Suwannee County is eligible to participate in the Program; and

WHEREAS, the Florida Department of Transportation has accepted, under the Program, the design of the resurfacing of 76th Street from US 90 to River Road; and

WHEREAS, the design of the resurfacing of 76th Street from US 90 to River Road will be facilitated by Suwannee County entering into an Agreement and Addendum with the Florida Department of Transportation (Financial Project ID:438221-1-34-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Suwannee County, Florida, that:

1. The Chairperson whose name and signature appears on the referenced Contractual Agreement or Memorandum is the current duly elected Chairperson of the Suwannee County, Florida, Board of County Commissioners authorized to execute documents on behalf of the Board, and the signature is inscribed thereon consequence to an official action and approval of said Board of County Commissioners by a majority vote in an open public meeting, all as provided for in Chapter 125 Florida Statutes.
2. The current duly elected Clerk of the Circuit Court for Suwannee County, Florida, and/or his or her duly appointed Deputy Clerks whose name(s) and signature(s) appear thereon in attestation of the signature of the Chairperson of the Board of County Commissioners, are Ex Officio Clerk to the Board of County Commissioners and are authorized and required to provide such attestation as provided in Article V, Section 16 and Article VII, Section 1 (d) of the Florida Constitution, and Chapter 28.12 and Chapter 125.17 of the Florida Statutes and are the custodians of the Suwannee County Board of County Commissioners' Seal and, may attest, certify, and provide copies of any such Board Documents. Such documents are authenticated by the Clerk's and/or Deputy's signature and application of the Board's Seal as provided by law.

ADOPTED this 15th day of February 2022.

ATTEST:

Barry A. Baker, Clerk of Circuit Court

**BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA**

Franklin White, Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

FPN: <u>438221-1-34-01</u>	Fund: <u>GRSC</u>	FLAIR Category: <u>085576</u>
	Org Code: <u>55024010206</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>37</u>	Contract No: _____	Vendor No: <u>F596000873055</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Suwannee County, ("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 design of the resurfacing of 76th Street from US 90 to River Road, 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 6/30/2023. 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.

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 \$750,000. 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 \$750,000 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

- 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

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

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

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

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

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

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:

- 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

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.

- 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: _____

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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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

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

RECIPIENT Suwannee County

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Greg Evans

Title: Chair

Title: District Secretary

Legal Review:

By: _____

Name: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 438221-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Suwannee County (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: approx. 10.5 miles

PROJECT DESCRIPTION: design of the resurfacing of 76th Street from US 90 to River Road

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.

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

Design to be completed by 6/30/2023

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 Agency shall provide written justification for any time extension outlining reasons for all unforeseen Project delay circumstances for Department review and approval. Time Extensions will be granted in the Department’s sole discretion and only for circumstances beyond the Agency’s control. The Agency shall provide as-builts or plan mark-ups at the completion of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Suwannee County		FINANCIAL PROJECT NUMBER: 438221-1-34-01			
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)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
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)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
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)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : Design, -Phase 34)	Maximum Department Participation (Small County Outreach Program)	\$750,000.00	\$	\$750,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2022	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$750,000.00 100.00%	\$ 0.00 %	\$750,000.00 100.00%	
TOTAL COST OF THE PROJECT		\$750,000.00	\$ 0.00	\$750,000.00	

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.

Kim Evans
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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 Suwannee County

PROJECT DESCRIPTION: design of 76th Street from US 90 to River Road

FPID#: 438221-1-34-01

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: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

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

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.

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>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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:** \$750,000.00

*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>

Agenda Item No. 4

Item: Board approval to piggyback on Suwannee County School Board RFP 17-209 for replacing roof shingles on Health Department Building.

Description: Replacing shingles on Health Department Building

Budget Impact: \$ 43,485.83 Budgeted Item

Requested Action: Approval

2/8/2022

Quote

Health Dept.

Re-Roof

\$ 43,485⁸³

NAME OF PROJECT: SC HEALTH DEPARTMENT - REAR BUILDING

LOCATION OF PROJECT: LIVE OAK, FL

CONTRACTING LICENSE # CBC057550

FLORIDA ROOFING LICENSE # CCC016346

A. ROOFING ITEMS

I. GENERAL CONDITIONS:

REQUIRED SAFETY FENCING (6' CHAIN LINK)		LF	X	\$3.00 =	\$0.00
CRANE SERVICE		HR 12	X	\$85.00 =	\$1,020.00
TELESCOPIC LIFT UP TO 60'		WK	X	\$1,690.00 =	\$0.00
EQUIPMENT RENTAL	COST +	% 0	+	12.00% =	\$0.00
MANUFACTURERS WARRANTY	COST +	% 0	+	15.00% =	\$0.00
SITE PREPARATION (NECESSARY FILL & SEEDING)		SF	X	\$0.50 =	\$0.00
SITE PREPARATION (NECESSARY FILL & SOD)		SF	X	\$1.00 =	\$0.00
BUILDERS RISK INSURANCE	COST +	% 0	+	10.00% =	\$0.00
PERMIT (IF REQUIRED)	COST +	% 0	+	15.00% =	\$0.00

MEMBRANE ROOF

15 YEAR NO PENAL SUM WARRANTY		% 0	+	15.00% =	\$0.00
20 YEAR NO PENAL SUM WARRANTY	COST +	% 0	+	15.00% =	\$0.00
25 YEAR NO PENAL SUM WARRANTY	COST +	% 0	+	15.00% =	\$0.00
30 YEAR NO PENAL SUM WARRANTY	COST +	% 0	+	15.00% =	\$0.00

METAL ROOF

20 YEAR WATER TIGHTNESS WARRANTY	COST +	% 0	+	15.00% =	\$0.00
PROVIDE THERMAL SCAN	COST +	% 0	+	15.00% =	\$0.00
PROVIDE PORTABLE TOILET	COST +	175	% 17.5	+	10.00% = \$192.50

II. DEMOLITION: FLAT ROOF AREAS:

1 PREP ROOF FOR RECOVER SYSTEM	SF	X	\$0.50 =	\$0.00
2 REMOVE SINGLE PLY ROOFING	SF	X	\$0.50 =	\$0.00
3 REMOVE GRAVEL SURFACED BUILT UP ROOFING	SF	X	\$1.00 =	\$0.00
4 SPUD GRAVEL SURFACED BUILT UP ROOFING	SF	X	\$0.85 =	\$0.00
5 REMOVE SPRAY FOAM OVER ROOFING	SF	X	\$1.50 =	\$0.00
6 REMOVE MODIFIED BITUMEN ROOFING	SF	X	\$0.75 =	\$0.00
7 REMOVE SLICK TOP BUILT-UP ROOFING:	SF	X	\$0.75 =	\$0.00
8 REMOVE METAL PURLINS UP TO 8"	LF	X	\$1.50 =	\$0.00
9 PROVIDE ASBESTOS SURVEY	COST +	% 0 +	10.00% =	\$0.00
10 PROVIDE ASBESTOS ABATEMENT	COST +	% 0 +	10.00% =	\$0.00
11 REMOVE/DISPOSE OF ASBESTOS ROOFING	COST +	% 0 +	10.00% =	\$0.00
12 REMOVE METAL DECKING	SF	X	\$1.25 =	\$0.00
13 REMOVE TECTUM/WOODFIBER DECKING	SF	X	\$1.50 =	\$0.00
14 REMOVE RIGID INSULATION UP TO 3"	SF	X	\$0.85 =	\$0.00
15 REMOVE RIGID INSULATION; ADD PER INCH	SF	X	\$0.30 =	\$0.00
16 REMOVE TAPERED INSULATION	SF	X	\$1.00 =	\$0.00
17 REMOVE ROOF EDGE METAL	LF	X	\$1.35 =	\$0.00
18 REMOVE FASCIA METAL; NOT TO EXCEED 16" S/O	LF	X	\$1.50 =	\$0.00
19 REMOVE VERTICAL FASCIA PANELS & TRIM	SF	X	\$0.85 =	\$0.00
20 REMOVE SOFFIT PANELS & TRIM	SF	X	\$0.85 =	\$0.00
21 REMOVE GUTTER:	LF	X	\$1.50 =	\$0.00
22 REMOVE DOWNSPOUTS; NOT TO EXCEED 30' HIGH	LF	X	\$1.50 =	\$0.00
23 REMOVE DOWNSPOUTS; ABOVE 30' HIGH	LF	X	\$2.50 =	\$0.00
24 REMOVE COPING METAL	LF	X	\$2.00 =	\$0.00
25 REMOVE WALL SCUPPER	EA	X	\$75.00 =	\$0.00
26 REMOVE LEADERHEAD	EA	X	\$60.00 =	\$0.00

27 REMOVE EXPANSION JOINT COVER	LF	X	\$2.25 =	\$0.00
28 REMOVE PITCH PANS	EA	X	\$25.00 =	\$0.00
29 CLEAN / PREP ROOF DRAINS	EA	X	\$150.00 =	\$0.00
30 REMOVE ROOF DRAINS UP TO 6"	EA	X	\$125.00 =	\$0.00
31 REMOVE SOIL PIPE FLASHING	EA	X	\$25.00 =	\$0.00
32 REMOVE WALL FLASHING MEMBRANE	SF	X	\$2.00 =	\$0.00
33 REMOVE COUNTER FLASHING	LF	X	\$1.25 =	\$0.00
34 REMOVE BASE FLASHING @ CURB UP TO 24"	LF	X	\$2.75 =	\$0.00
35 REMOVE LIGHTNING ARREST SYSTEM	LF	X	\$2.00 =	\$0.00
36 REMOVE PIPE FLASHING UP TO 24" ROUND	EA	X	\$60.00 =	\$0.00
37 REMOVE TRAFFIC PAD	LF	X	\$1.50 =	\$0.00
38 REMOVE HVAC CONDENSATION LINES	LF	X	\$1.00 =	\$0.00
39 REMOVE SATELLITE: TO BE RE-ALIGNED BY OWNER	EA	X	\$100.00 =	\$0.00
40 REMOVE WOOD BLOCKING	BF	X	\$1.50 =	\$0.00
41 REMOVE WOOD DECKING UP TO 3/4" PLYWOOD	BF	X	\$1.75 =	\$0.00
42 REMOVE DECK VENTS	EA	X	\$15.00 =	\$0.00
43 SPUD EXISTING GRAVEL AT TIE-IN	SF	X	\$6.50 =	\$0.00
44 DISPOSAL FEE	CY	X	\$55.00 =	\$0.00

III. SHEET METAL: 24 GA. TPO COATED METAL

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$16.50 =	\$0.00
2 PROVIDE 24 GA. TPO COATED FLAT SHEET METAL	SF	X	\$5.50 =	\$0.00

IV. SHEET METAL: .032 ALUMINUM PAINTED KYNAR FINISH

FURNISH ALL MATERIAL AND:

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$8.50 =	\$0.00
2 INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	X	\$9.00 =	\$0.00

3 INSTALL SOFFIT PANELS AND TRIM	SF	X	\$6.50 =	\$0.00
4 INSTALL VERTICAL FASCIA PANELS	SF	X	\$6.50 =	\$0.00
5 INSTALL COPING METAL: UP TO 24" S/O	LF	X	\$14.50 =	\$0.00
6 INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	X	\$13.50 =	\$0.00
7 INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	X	\$9.00 =	\$0.00
8 INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	X	\$16.50 =	\$0.00
9 INSTALL BOX GUTTER: UP TO 30" S/O	LF	X	\$15.50 =	\$0.00
10 INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	X	\$12.50 =	\$0.00
11 INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	X	\$200.00 =	\$0.00
12 INSTALL LEADERHEAD: UP TO 24" WIDE	EA	X	\$260.00 =	\$0.00

V. SHEET METAL: .040 ALUMINUM PAINTED KYNAR FINISH

FURNISH ALL MATERIAL AND:

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$9.50 =	\$0.00
2 INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	X	\$10.00 =	\$0.00
3 INSTALL COPING METAL: UP TO 24" S/O	LF	X	\$15.00 =	\$0.00
4 INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	X	\$14.00 =	\$0.00
5 INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	X	\$9.50 =	\$0.00
6 INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	X	\$17.00 =	\$0.00
7 INSTALL BOX GUTTER: UP TO 30" S/O	LF	X	\$16.00 =	\$0.00
8 INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	X	\$13.00 =	\$0.00
9 INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	X	\$225.00 =	\$0.00
10 INSTALL LEADERHEAD: UP TO 24" WIDE	EA	X	\$285.00 =	\$0.00

VI. SHEET METAL: .032 ALUMINUM MILL FINISH

FURNISH ALL MATERIAL AND:

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$8.00 =	\$0.00
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2 INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	X	\$8.50 =	\$0.00
3 INSTALL COPING METAL: UP TO 24" S/O	LF	X	\$13.50 =	\$0.00
4 INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	X	\$12.50 =	\$0.00
5 INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	X	\$8.50 =	\$0.00
6 INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	X	\$15.50 =	\$0.00
7 INSTALL BOX GUTTER: UP TO 30" S/O	LF	X	\$15.00 =	\$0.00
8 INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	X	\$12.00 =	\$0.00
9 INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	X	\$215.00 =	\$0.00
10 INSTALL LEADERHEAD: UP TO 24" WIDE	EA	X	\$275.00 =	\$0.00

VII. SHEET METAL: .040 ALUMINUM MILL FINISH

FURNISH ALL MATERIAL AND:

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$9.00 =	\$0.00
2 INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	X	\$9.50 =	\$0.00
3 INSTALL COPING METAL: UP TO 24" S/O	LF	X	\$14.50 =	\$0.00
4 INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	X	\$13.50 =	\$0.00
5 INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	X	\$9.00 =	\$0.00
6 INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	X	\$16.50 =	\$0.00
7 INSTALL BOX GUTTER: UP TO 30" S/O	LF	X	\$15.50 =	\$0.00
8 INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	X	\$12.50 =	\$0.00
9 INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	X	\$225.00 =	\$0.00
10 INSTALL LEADERHEAD: UP TO 24" WIDE	EA	X	\$290.00 =	\$0.00

VIII. SHEET METAL: 24 GA. MILL FINISH

FURNISH ALL MATERIAL AND:

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$7.75 =	\$0.00
2 INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	X	\$9.00 =	\$0.00

3 INSTALL SOFFIT PANELS AND TRIM	SF	X	\$6.50 =	\$0.00
4 INSTALL VERTICAL FASCIA PANELS	SF	X	\$6.50 =	\$0.00
5 INSTALL COPING METAL: UP TO 24" S/O	LF	X	\$12.50 =	\$0.00
6 INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	X	\$12.50 =	\$0.00
7 INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	X	\$8.50 =	\$0.00
8 INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	X	\$14.00 =	\$0.00
9 INSTALL BOX GUTTER: UP TO 30" S/O	LF	X	\$14.00 =	\$0.00
10 INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	X	\$12.00 =	\$0.00
11 INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	X	\$225.00 =	\$0.00
12 INSTALL LEADERHEAD: UP TO 24" WIDE	EA	X	\$275.00 =	\$0.00

IX. SHEET METAL: 24 GA. PAINTED KYNAR 500 FINISH

FURNISH ALL MATERIAL AND:

1 INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	X	\$8.75 =	\$0.00
2 INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	X	\$9.25 =	\$0.00
3 INSTALL SOFFIT PANELS AND TRIM	SF	X	\$6.50 =	\$0.00
4 INSTALL VERTICAL FASCIA PANELS	SF	X	\$6.50 =	\$0.00
5 INSTALL COPING METAL: UP TO 24" S/O	LF	X	\$14.25 =	\$0.00
6 INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	X	\$13.25 =	\$0.00
7 INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	X	\$9.25 =	\$0.00
8 INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	X	\$16.00 =	\$0.00
9 INSTALL BOX GUTTER: UP TO 30" S/O	LF	X	\$15.00 =	\$0.00
10 INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	X	\$12.75 =	\$0.00
11 INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	X	\$240.00 =	\$0.00
12 INSTALL LEADERHEAD: UP TO 24" WIDE	EA	X	\$300.00 =	\$0.00

X. NEW ROOF SYSTEM: NAILABLE DECK

MECHANICALLY ATTACHED WITH FASTENERS UP TO 8"

1	INSTALL 3 OZ. POLYESTER SLIP SHEET	SF	X	\$0.25 =	\$0.00
2	INSTALL 40 MIL TPO MEMBRANE	SF	X	\$3.40 =	\$0.00
3	INSTALL 60 MIL TPO MEMBRANE	SF	X	\$3.60 =	\$0.00
4	INSTALL 80 MIL TPO MEMBRANE	SF	X	\$4.35 =	\$0.00
5	INSTALL 40 MIL TPO FB MEMBRANE	SF	X	N/A =	N/A
6	INSTALL 60 MIL TPO FB MEMBRANE	SF	X	\$4.33 =	\$0.00
7	INSTALL 80 MIL TPO FB MEMBRANE	SF	X	\$4.95 =	\$0.00
8	INSTALL 60 MIL TPO WALL FLASHING	SF	X	\$4.05 =	\$0.00

XI. NEW ROOF SYSTEM: NAILABLE DECK

ADHERED SYSTEM

1	INSTALL 40 MIL TPO MEMBRANE	SF	X	\$3.87 =	\$0.00
2	INSTALL 60 MIL TPO MEMBRANE	SF	X	\$4.05 =	\$0.00
3	INSTALL 80 MIL TPO MEMBRANE	SF	X	\$4.82 =	\$0.00
4	INSTALL 40 MIL TPO FB MEMBRANE	SF	X	N/A =	N/A
5	INSTALL 60 MIL TPO FB MEMBRANE	SF	X	\$4.80 =	\$0.00
6	INSTALL 80 MIL TPO FB MEMBRANE	SF	X	\$5.42 =	\$0.00
7	INSTALL 60 MIL TPO WALL FLASHING	SF	X	\$4.05 =	\$0.00

XII. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH GRAVEL SURFACE

1	INSTALL TEMPORARY ROOF; BASE SHEET, TWO (2) PLIES OF TYPE IV FELT, GLAZE COATED	SF	X	\$2.70 =	\$0.00
2	INSTALL FIBERGLASS BASE SHEET	SF	X	\$1.25 =	\$0.00
3	INSTALL THREE (3) PLIES OF TYPE IV FELT	SF	X	\$3.50 =	\$0.00
4	INSTALL FOUR (4) PLIES OF TYPE IV FELT	SF	X	\$3.85 =	\$0.00

5	INSTALL THREE (3) PLIES OF TYPE VI FELT	SF	X	\$3.60 =	\$0.00
6	INSTALL FOUR (4) PLIES OF TYPE VI FELT	SF	X	\$4.00 =	\$0.00

XIII. NEW ROOF SYSTEM: NON-NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH GRAVEL SURFACE

1	INSTALL TEMPORARY ROOF; BASE SHEET, TWO (2) PLIES OF TYPE IV FELT, GLAZE COATED	SF	X	\$2.40 =	\$0.00
2	INSTALL FIBERGLASS BASE SHEET	SF	X	\$0.90 =	\$0.00
3	INSTALL THREE (3) PLIES OF TYPE IV FELT	SF	X	\$3.50 =	\$0.00
4	INSTALL FOUR (4) PLIES OF TYPE IV FELT	SF	X	\$3.85 =	\$0.00
5	INSTALL THREE (3) PLIES OF TYPE VI FELT	SF	X	\$3.60 =	\$0.00
6	INSTALL FOUR (4) PLIES OF TYPE VI FELT	SF	X	\$4.00 =	\$0.00

XIV. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH CAP SHEET

1	INSTALL MODIFIED BITUMEN BASE SHEET (JM DYNA BASE OR OWNER APPROVED EQUAL)	SF	X	\$1.50 =	\$0.00
2	INSTALL MODIFIED BITUMEN INTER PLY (JM DYNA PLY OR OWNER APPROVED EQUAL)	SF	X	\$1.85 =	\$0.00
3	INSTALL MODIFIED BITUMEN CAP SHEET (JM DYNA CAP OR OWNER APPROVED EQUAL)	SF	X	\$2.50 =	\$0.00
4	SET IN MBR CEMENT.	SF	X	\$5.00 =	\$0.00

XV. NEW ROOF SYSTEM: NON-NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH CAP SHEET

1	INSTALL MODIFIED BITUMEN BASE SHEET (JM DYNA BASE OR OWNER APPROVED EQUAL)	SF	X	\$1.50 =	\$0.00
2	INSTALL MODIFIED BITUMEN INTER PLY (JM DYNA PLY OR OWNER APPROVED EQUAL)	SF	X	\$1.85 =	\$0.00
3	INSTALL MODIFIED BITUMEN CAP SHEET (JM DYNA CAP OR OWNER APPROVED EQUAL)	SF	X	\$2.50 =	\$0.00

INSTALL MODIFIED BITUMEN WALL FLASHING
 4 SET IN MBR CEMENT.
 (JM DYNA PLY OR OWNER APPROVED EQUAL)

SF _____ X \$5.00 = \$0.00

XVI. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

COLD PROCESS WITH CAP SHEET

- 1 INSTALL MODIFIED BITUMEN BASE SHEET
(JM DYNA BASE OR OWNER APPROVED EQUAL)
- 2 INSTALL MODIFIED BITUMEN INTER PLY
(JM DYNA PLY OR OWNER APPROVED EQUAL)
- 3 INSTALL MODIFIED BITUMEN CAP SHEET
(JM DYNA CAP OR OWNER APPROVED EQUAL)
- 4 SET IN MBR CEMENT.
(JM DYNA PLY OR OWNER APPROVED EQUAL)

SF _____ X \$1.50 = \$0.00
 SF _____ X \$1.90 = \$0.00
 SF _____ X \$2.60 = \$0.00
 SF _____ X \$5.00 = \$0.00

XVII. NEW ROOF SYSTEM: NON-NAILABLE DECK

FURNISH ALL MATERIAL AND:

COLD PROCESS WITH CAP SHEET

- 1 INSTALL MODIFIED BITUMEN BASE SHEET
(JM DYNA BASE OR OWNER APPROVED EQUAL)
- 2 INSTALL MODIFIED BITUMEN INTER PLY
(JM DYNA PLY OR OWNER APPROVED EQUAL)
- 3 INSTALL MODIFIED BITUMEN CAP SHEET
(JM DYNA CAP OR OWNER APPROVED EQUAL)
- 4 SET IN MBR CEMENT.
(JM DYNA PLY OR OWNER APPROVED EQUAL)

SF _____ X \$1.50 = \$0.00
 SF _____ X \$1.90 = \$0.00
 SF _____ X \$2.60 = \$0.00
 SF _____ X \$5.00 = \$0.00

XVIII. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

TORCH APPLIED

- 1 INSTALL TYPE IV FIBERGLASS FELT
(JM GLASPLY PREMIER OR OWNER APPROVED EQUAL)
- 2 INSTALL MODIFIED BITUMEN INTER PLY
(JM DYNAWELD BASE OR OWNER APPROVED EQUAL)
- 3 INSTALL MODIFIED BITUMEN CAP SHEET
(JM DYNA WELD CAP FR OR OWNER APPROVED EQUAL)
- 4 INSTALL MODIFIED BITUMEN WALL FLASHING

SF _____ X \$1.25 = \$0.00
 SF _____ X \$2.25 = \$0.00
 SF _____ X \$2.40 = \$0.00
 SF 200 X \$5.00 = \$1,000.00

XIX. MISC ITEMS

FURNISH ALL MATERIAL AND:

1 PRESSURE WASHING	SF	X	\$0.40 =	\$0.00
2 INSTALL MEMBRANE USING 2 PART URETHANE ADHESIVE	SF	X	\$1.42 =	\$0.00
3 INSTALL INSULATION/COVERBOARD USING 2 PART URETHANE ADHESIVE	SF	X	\$1.42 =	\$0.00
4 INSTALL MODIFIED BITUMEN BASE FLASHNG @ CURBS UP TO 24" HIGH	LF	X	\$15.00 =	\$0.00
5 INSTALL LEAD FLASHING AT VTR 1 - 1/2" - 6"	EA	X	\$65.00 =	\$0.00
6 FLASH ROOF DRAINS AS PER MANUF. REQUIREMENTS	EA	X	\$275.00 =	\$0.00
7 INSTALL ONE WAY DECK VENTS	EA	X	\$85.00 =	\$0.00
8 INSTALL PITCH PANS UP TO 12" X 12"	EA	X	\$185.00 =	\$0.00
9 INSTALL TRAFFIC PAD	SF	X	\$4.50 =	\$0.00
10 INSTALL WOOD BLOCKING	BF	X	\$3.80 =	\$0.00
11 INSTALL WOOD DECKING	BF	X	\$3.80 =	\$0.00
12 INSTALL 22 GA. TYPE B G-60 METAL DECK	SF	X	\$3.90 =	\$0.00
13 INSTALL METAL PURLINS UP TO 8"	LF	X	\$8.50 =	\$0.00
14 INSTALL TECTUM/WOODFIBER DECK	SF	X	\$15.50 =	\$0.00
15 INSTALL 16 GA.. 2" ROOF HUGGERS W/ FASTENERS	LF	X	\$7.50 =	\$0.00
16 INSTALL ROOF DRAIN UP TO 6"	EA	X	\$600.00 =	\$0.00
17 INSTALL ROOF DRAIN PIPING UP TO 6" WITH FITTINGS	LF	X	\$8.50 =	\$0.00
18 INSTALL S-50 ROOF HATCH WITH LADDER UP ATTACHMENT	EA	X	\$2,100.00 =	\$0.00
19 REMOVE / REINSTALL ROOF TOP EQUIPMENT COST +	% 0	+	20.00% =	\$0.00
20 REMOVE / INSTALL ROOF TOP ITEMS COST +	% 0	+	20.00% =	\$0.00

XX. INSULATION: HOT ASPHALT

FURNISH ALL MATERIAL AND:

1 INSTALL POLY ISO INSULATION	BF	X	\$1.00 =	\$0.00
2 INSTALL PERLITE INSULATION	BF	X	\$1.10 =	\$0.00
3 INSTALL 1/2" DENSDECK	SF	X	\$1.95 =	\$0.00

4	INSTALL 1/4" DENSDECK	SF	X	\$1.70 =	\$0.00
5	INSTALL 1/4" DURA BOARD	SF	X	\$1.70 =	\$0.00
6	INSTALL 1/2" DURA BOARD	SF	X	\$1.75 =	\$0.00
7	INSTALL 1/4" TAPERED ISO SYSTEM	SF	X	\$2.75 =	\$0.00
8	INSTALL 1/8" TAPERED ISO SYSTEM	SF	X	\$2.10 =	\$0.00
9	INSTALL 1/2" ISO CRICKETS	SF	X	\$3.45 =	\$0.00
10	INSTALL 1/4" TAPERED PERLITE SYSTEM	SF	X	\$2.85 =	\$0.00
11	INSTALL 1/8" TAPERED PERLITE SYSTEM	SF	X	\$2.25 =	\$0.00
12	INSTALL 1" PERLITE FILL	SF	X	\$1.70 =	\$0.00
13	INSTALL 2" PERLITE FILL	SF	X	\$2.70 =	\$0.00
14	INSTALL 1" ISO FILL	SF	X	\$1.35 =	\$0.00
15	INSTALL 2" ISO FILL	SF	X	\$2.35 =	\$0.00

XXI. INSULATION: MECHANICALLY ATTACHED

FURNISH ALL MATERIAL AND:

1	INSTALL POLY ISO INSULATION	BF	X	\$1.10 =	\$0.00
2	INSTALL PERLITE INSULATION	BF	X	\$1.20 =	\$0.00
3	INSTALL 1/2" DENSDECK	SF	X	\$1.90 =	\$0.00
4	INSTALL 1/4" DENSDECK	SF	X	\$1.65 =	\$0.00
5	INSTALL 1/4" DURA BOARD	SF	X	\$1.65 =	\$0.00
6	INSTALL 1/2" DURA BOARD	SF	X	\$1.90 =	\$0.00
7	INSTALL 1/4" TAPERED ISO SYSTEM	SF	X	\$2.85 =	\$0.00
8	INSTALL 1/8" TAPERED ISO SYSTEM	SF	X	\$2.25 =	\$0.00
9	INSTALL 1/2" ISO CRICKETS	SF	X	\$3.60 =	\$0.00
10	INSTALL 1/4" TAPERED PERLITE SYSTEM	SF	X	\$2.95 =	\$0.00
11	INSTALL 1/8" TAPERED PERLITE SYSTEM	SF	X	\$2.35 =	\$0.00
12	INSTALL 1" PERLITE FILL	SF	X	\$1.70 =	\$0.00

13 INSTALL 2" PERLITE FILL	SF	X	\$2.70 =	\$0.00
14 INSTALL 1" ISO FILL	SF	X	\$1.35 =	\$0.00
15 INSTALL 2" ISO FILL	SF	X	\$2.35 =	\$0.00

XXII. DEMOLITION: SHINGLE & METAL ROOF UP TO 8/12 SLOPE

FURNISH ALL MATERIAL AND:

1 REMOVE EXISTING SHINGLE ROOFING:	SF 5900	X	\$0.65 =	\$3,835.00
2 REMOVE EXISTING METAL ROOFING:	SF	X	\$0.85 =	\$0.00
3 REMOVE EXISTING UNDERLAYMENT	SF 5900	X	\$0.25 =	\$1,475.00
4 REMOVE EXISTING EAVESDRIP METAL:	LF 427	X	\$1.00 =	\$427.00
5 REMOVE EXISTING FASCIA METAL:	LF	X	\$1.00 =	\$0.00
6 REMOVE EXISTING HIP & RIDGE CAP:	LF 338	X	\$1.25 =	\$422.50
7 REMOVE EXISTING RIDGE VENT	LF 124	X	\$1.25 =	\$155.00
8 REMOVE EXISTING VALLEY METAL:	LF 58	X	\$1.75 =	\$101.50
9 REMOVE EXISTING WALL FLASHING	LF 76	X	\$1.75 =	\$133.00
10 DISPOSAL FEE:	SQ 59	X	\$8.25 =	\$486.75

XXIII. NEW ROOFING: FIBERGLASS SHINGLES UP TO 8/12 SLOPE

FURNISH ALL MATERIAL AND:

1 INSTALL NEW 30# FELT UNDERLAYMENT:	SF	X	\$0.35 =	\$0.00
2 INSTALL NEW SYNTHETIC UNDERLAYMENT: (TITANIUM-UDL OR OWNER APPROVED EQUAL)	SF	X	\$0.55 =	\$0.00
3 INSTALL NEW 40 MIL PEEL & STICK	SF 6500	X	\$0.95 =	\$6,175.00
4 INSTALL NEW 6" 26 GA. EAVEDRIP METAL	LF 427	X	\$3.00 =	\$1,281.00
5 INSTALL NEW 24 GA VALLEY METAL 16" S/O	LF 58	X	\$6.00 =	\$348.00
6 INSTALL NEW SOIL PIPE FLASHING UP TO 6"	EA 4	X	\$45.00 =	\$180.00
7 INSTALL NEW RIDGE VENT. SHINGLE OVER	LF 124	X	\$7.50 =	\$930.00
8 INSTALL BASE WALL FLASHING: 12" S/O	LF 106	X	\$9.00 =	\$954.00

9	INSTALL NEW COUNTER FLASHING: 8" S/O	LF 106	X	\$8.50 =	\$901.00
10	INSTALL NEW OFF RIDGE VENT: 6'	EA	X	\$150.00 =	\$0.00
11	INSTALL FLASHING AT PIPE. UP TO 12"	EA 5	X	\$125.00 =	\$625.00
12	INSTALL HIP & RIDGE CAP:	LF 338	X	\$4.00 =	\$1,352.00
13	INSTALL 25 YEAR 3 - TAB SHINGLES	SQ	X	\$210.00 =	\$0.00
14	INSTALL LIFETIME ARCHITECTURAL SHINGLES:	SQ 65	X	\$265.00 =	\$17,225.00
15	UPGRADE TO SPECIALTY SHINGLES MATERIAL ONLY COST+	% 0	+	10.00% =	\$0.00

XXIV. DEMOLITION: SHINGLE & METAL ROOF 8/12 AND ABOVE

FURNISH ALL MATERIAL AND:

1	REMOVE EXISTING SHINGLE ROOFING:	SF	X	\$1.25 =	\$0.00
2	REMOVE EXISTING METAL ROOFING:	SF	X	\$1.75 =	\$0.00
3	REMOVE EXISTING UNDERLAYMENT	SF	X	\$0.50 =	\$0.00
4	REMOVE EXISTING FASCIA METAL:	LF	X	\$2.00 =	\$0.00
5	REMOVE EXISTING HIP & RIDGE CAP:	LF	X	\$2.25 =	\$0.00
6	REMOVE EXISTING RIDGE VENT	LF	X	\$2.00 =	\$0.00
7	REMOVE EXISTING VALLEY METAL:	LF	X	\$2.00 =	\$0.00
8	REMOVE EXISTING WALL FLASHING	LF	X	\$2.00 =	\$0.00
9	DISPOSAL FEE:	SQ	X	\$8.25 =	\$0.00

XXV. NEW ROOFING: FIBERGLASS SHINGLES 8/12 SLOPE AND ABOVE

FURNISH ALL MATERIAL AND:

1	INSTALL NEW 30# FELT UNDERLAYMENT:	SF	X	\$1.00 =	\$0.00
2	INSTALL NEW SYNTHETIC UNDERLAYMENT: (TITANIUM-UDL OR OWNER APPROVED EQUAL)	SF	X	\$1.10 =	\$0.00
3	INSTALL NEW 40 MIL PEEL & STICK	SF	X	\$1.25 =	\$0.00
4	INSTALL NEW 6" 26 GA. EAVEDRIP METAL	LF	X	\$4.00 =	\$0.00
5	INSTALL NEW 24 GA VALLEY METAL 16" S/O	LF	X	\$10.00 =	\$0.00

6	INSTALL NEW SOIL PIPE FLASHING UP TO 6"	EA	X	\$60.00 =	\$0.00
7	INSTALL NEW RIDGE VENT. SHINGLE OVER	LF	X	\$10.50 =	\$0.00
8	INSTALL BASE WALL FLASHING: 12" S/O	LF	X	\$12.50 =	\$0.00
9	INSTALL NEW COUNTER FLASHING: 8" S/O	LF	X	\$11.50 =	\$0.00
10	INSTALL NEW OFF RIDGE VENT: 6'	EA	X	\$225.00 =	\$0.00
11	INSTALL FLASHING AT PIPE. UP TO 12"	EA	X	\$175.00 =	\$0.00
12	INSTALL HIP & RIDGE CAP:	LF	X	\$6.50 =	\$0.00
13	INSTALL 25 YEAR 3 - TAB SHINGLES	SQ	X	\$250.00 =	\$0.00
14	INSTALL LIFETIME ARCHITECTURAL SHINGLES:	SQ	X	\$300.00 =	\$0.00
15	UPGRADE TO SPECIALTY SHINGLES MATERIAL ONLY COST+	% 0	+	10.00% =	\$0.00

XXVI. NEW ROOFING: 24 GA. STANDING SEAM METAL ROOFING UP TO 8/12

FURNISH ALL MATERIAL AND:

1	INSTALL NEW SYNTHETIC UNDERLAYMENT: (TITANIUM-UDL OR OWNER APPROVED EQUAL)	SF	X	\$0.55 =	\$0.00
2	INSTALL NEW 60 MIL PEEL & STICK: (TAMKO METAL & TILE OR OWNER APPROVED EQUAL)	SF	X	\$1.25 =	\$0.00
3	INSTALL NEW 24 GA. ROOF EDGE: 8" S/O	LF	X	\$6.50 =	\$0.00
4	INSTALL NEW 24 GA. GABLE TRIM: 12" S/O	LF	X	\$10.50 =	\$0.00
5	INSTALL NEW 24 GA. WALL FLASHING: 12" S/O	LF	X	\$10.50 =	\$0.00
6	INSTALL NEW 24 GA. PITCH CHANGE FLASHING: 30" S/O	LF	X	\$12.50 =	\$0.00
7	INSTALL NEW 24 GA. COUNTER FLASHING: 8" S/O	LF	X	\$8.00 =	\$0.00
8	INSTALL NEW 24 GA. VALLEY METAL: 36" S/O	LF	X	\$22.00 =	\$0.00
9	INSTALL NEW 24 GA. HIP FLASHING: 24" S/O	LF	X	\$19.00 =	\$0.00
10	INSTALL NEW 24 GA. RIDGE CAP: 24" S/O	LF	X	\$19.00 =	\$0.00
11	INSTALL NEW 24 GA. FASCIA METAL: 12" S/O	LF	X	\$9.00 =	\$0.00
12	INSTALL NEW SOIL PIPE FLASHING UP TO 6"	EA	X	\$95.00 =	\$0.00
13	INSTALL NEW ROUND PIPE FLASHING: UP TO 12"	EA	X	\$150.00 =	\$0.00
14	INSTALL RETROFIT METAL FRAMING SYSTEM COST +	% 0	+	10.00% =	\$0.00

15	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (BERRIDGE CEE-LOCK OR OWNER APPROVED EQUAL)	SF	X	\$4.25 =	\$0.00
16	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (ENGLERT 2500 MECHANICALLY SEAMED OR OWNER APPROVED EQUAL)	SF	X	\$5.50 =	\$0.00
17	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (ENGLERT 1101 SNAP-LOCK OR OWNER APPROVED EQUAL)	SF	X	\$3.75 =	\$0.00
18	INSTALL NEW 24 GA. MECHANICALLY ATTACHED ROOF PANELS (EXPOSED FASTENERS SYSTEM)	SF	X	\$3.25 =	\$0.00

XXVII. NEW ROOFING: 24 GA. STANDING SEAM METAL ROOFING

8/12 SLOPE AND ABOVE

FURNISH ALL MATERIAL AND:

ALL METAL TO HAVE KYNAR 500 FINISHES

1	INSTALL NEW SYNTHETIC UNDERLAYMENT: (TITANIUM-UDL OR OWNER APPROVED EQUAL)	SF	X	\$1.25 =	\$0.00
2	INSTALL NEW 60 MIL PEEL & STICK: (TAMKO METAL & TILE OR OWNER APPROVED EQUAL)	SF	X	\$2.00 =	\$0.00
3	INSTALL NEW 24 GA. ROOF EDGE: 8" S/O	LF	X	\$11.00 =	\$0.00
4	INSTALL NEW 24 GA. GABLE TRIM: 12" S/O	LF	X	\$14.50 =	\$0.00
5	INSTALL NEW 24 GA. WALL FLASHING: 8" S/O	LF	X	\$12.50 =	\$0.00
6	INSTALL NEW 24 GA. PITCH CHANGE FLASHING: 30" S/O	LF	X	\$15.00 =	\$0.00
7	INSTALL NEW 24 GA. COUNTER FLASHING: 8' S/O	LF	X	\$12.50 =	\$0.00
8	INSTALL NEW 24 GA. VALLEY METAL: 36" S/O	LF	X	\$25.50 =	\$0.00
9	INSTALL NEW 24 GA. HIP FLASHING: 24" S/O	LF	X	\$24.50 =	\$0.00
10	INSTALL NEW 24 GA. RIDGE CAP: 24" S/O	LF	X	\$24.50 =	\$0.00
11	INSTALL NEW 24 GA. FASCIA METAL: 12" S/O	LF	X	\$14.50 =	\$0.00
12	INSTALL NEW SOIL PIPE FLASHING UP TO 6"	EA	X	\$125.00 =	\$0.00
13	INSTALL NEW ROUND PIPE FLASHING: UP TO 12"	EA	X	\$200.00 =	\$0.00
14	INSTALL RETROFIT METAL FRAMING SYSTEM COST +	% 0	+	10.00% =	\$0.00
15	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (BERRIDGE CEE-LOCK OR APPROVED EQUAL)	SF	X	\$5.25 =	\$0.00

INSTALL NEW 24 GA. STANDING SEAM ROOFING: 16 (ENGLERT 2500 MECHANICALLY SEAMED OR OWNER APPROVED EQUAL)	SF	X	\$6.00 =	\$0.00
INSTALL NEW 24 GA. STANDING SEAM ROOFING: 17 (ENGLERT 1101 SNAP-LOCK OR OWNER APPROVED EQUAL)	SF	X	\$4.00 =	\$0.00
18 INSTALL NEW 24 GA. MECHANICALLY ATTACHED ROOF PANELS (EXPOSED FASTENERS SYSTEM)	SF	X	\$3.75 =	\$0.00

XXVIII ROOF COATING ER SYSTEMS

METAL ROOF RESTORATION

FURNISH ALL MATERIAL AND:

INSTALL LIQUID ACRYLIC/POLYURETHANE ROOF 1 COATING SYSTEM AS REQUIRED TO ACHIEVE A 10 YEAR WARRANTY	SF	X	\$3.65 =	\$0.00
INSTALL LIQUID ACRYLIC/POLYURETHANE ROOF 2 COATING SYSTEM AS REQUIRED TO ACHIEVE A 15 YEAR WARRANTY	SF	X	\$3.95 =	\$0.00

FLAT ROOF RESTORATION

INSTALL LIQUID ACRYLIC/POLYURETHANE ROOF 1 COATING SYSTEM AS REQUIRED TO ACHIEVE A 10 YEAR WARRANTY	SF	X	\$4.75 =	\$0.00
INSTALL LIQUID ACRYLIC/POLYURETHANE ROOF 2 COATING SYSTEM AS REQUIRED TO ACHIEVE A 15 YEAR WARRANTY	SF	X	\$5.50 =	\$0.00

B. GENERAL CONSTRUCTION

I. DIVISION 01 GENERAL CONDITIONS

1 PROVIDE ENGINEERING/CONSULTANT SERVICES COST	%	0	+	10.00% =	\$0.00
2 PROVIDE CAD DRAWINGS HOURLY RATE	HR		X	\$85.00 =	\$0.00
3 PROJECT MANAGER HOURLY RATE	HR	10	X	\$55.00 =	\$550.00
4 SUPERINTENDENT HOURLY RATE	HR	40	X	\$55.00 =	\$2,200.00
5 FOREMAN HOURLY RATE	HR		X	\$45.00 =	\$0.00
6 CARPENTER HOURLY RATE	HR		X	\$37.50 =	\$0.00
7 SKILLED LABOR HOURLY RATE	HR		X	\$30.00 =	\$0.00
8 UNSKILLED LABOR HOURLY RATE	HR		X	\$24.00 =	\$0.00
9 TRUCK TRIP	EA	5	X	\$50.00 =	\$250.00

II. DIVISION 02 SITE WORK

1 SITE PREPARATION (NECESSARY FILL)		CY	X	\$12.50 =	\$0.00
2 SITE PREPARATION (NECESSARY SEEDING)		SF	X	\$0.25 =	\$0.00
3 SITE PREPARATION (NECESSARY SOD)		SF	X	\$0.68 =	\$0.00
4 EQUIPMENT RENTAL	COST +	% 0	+	10.00% =	\$0.00
5 EQUIPMENT OPERATOR HOURLY RATE		HR	X	\$40.00 =	\$0.00

III. DIVISION 03 CONCRETE

1 CONCRETE AS PER DESIGN	COST +	% 0	+	10.00% =	\$0.00
2 REINFORCEMENT WIRE 6" X 6" 10 GAUGE W/ SUPPORT		SF	X	\$0.50 =	\$0.00
3 INSTALL 6 MIL VISQUEEN		SF	X	\$0.12 =	\$0.00
4 INSTALL RE-BAR UP TO #5 (3,4,5)		LF	X	\$1.00 =	\$0.00
5 INSTALL RE-BAR UP TO #8 (6,7,8)		LF	X	\$1.75 =	\$0.00
6 LABOR TO PLACE AND FINISH CONCRETE UP TO 6" THICK		SF	X	\$0.75 =	\$0.00
7 LABOR TO SAW CUT EXPANSION JOINTS		LF	X	\$0.25 =	\$0.00

IV. DIVISION 04 MASONRY

1 INSTALL CMU AND ASSOCIATED ITEMS	COST +	% 0	+	10.00% =	\$0.00
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V. DIVISION 05 METALS

1 INSTALL PRE-ENGINEERED METAL BUILDINGS	COST +	% 0	+	10.00% =	\$0.00
2 INSTALL METAL STUD FRAMING	COST +	% 0	+	10.00% =	\$0.00
3 INSTALL METAL TRUSSES	COST +	% 0	+	10.00% =	\$0.00
4 INSTALL PRE-ENGINEERING AWNING/CANOPY	COST +	% 0	+	10.00% =	\$0.00

VI. DIVISION 06 WOOD AND PLASTICS

1	INSTALL OR FURNISH AS PER OWNER DIRECTION COST +	<u> </u>	% 0	+	<u> </u>	10.00% =	\$0.00
VII. DIVISION 07 THERMAL & MOISTURE PROTECTION							
1	INSTALL OR FURNISH AS PER OWNER DIRECTION COST +	<u> </u>	% 0	+	<u> </u>	10.00% =	\$0.00
VIII. DIVISION 08 DOORS & WINDOWS							
1	INSTALL/FURNISH DOORS AS PER OWNER DIRECTION COST +	<u> </u>	% 0	+	<u> </u>	10.00% =	\$0.00
2	INSTALL /FURNISH WINDOWS AS PER OWNER DIRECTION COST +	<u> </u>	% 0	+	<u> </u>	10.00% =	\$0.00
IX. DIVISION 09 FINISHES							
1	INSTALL FINISHES AS PER OWNER DIRECTION COST +	<u> </u>	% 0	+	<u> </u>	10.00% =	\$0.00
X. DIVISION 10 SPECIALTIES							
1	INSTALL OR FURNISH AND PER OWNER DIRECTION COST +	<u> </u>	% 0	+	<u> </u>	10.00% =	\$0.00
XI. DIVISION 11 EQUIPMENT							
1	INSTALL OR FURNISH AND PER OWNER DIRECTION COST +	<u> </u>	% 0	+	<u> </u>	10.00% =	\$0.00
XII. DIVISION 12 FURNISHINGS							
1	INSTALL OR FURNISH AND PER OWNER DIRECTION COST +	<u> </u>	% 0	+	<u> </u>	10.00% =	\$0.00
XIII. DIVISION 13 SPECIAL CONSTRUCTION							
1	INSTALL OR FURNISH AND PER OWNER DIRECTION COST +	<u> </u>	% 0	+	<u> </u>	10.00% =	\$0.00
XIV. DIVISION 14 CONVEYING SYSTEMS							
1	INSTALL OR FURNISH AND PER OWNER DIRECTION COST +	<u> </u>	% 0	+	<u> </u>	10.00% =	\$0.00

XV. DIVISION 15 MECHANICAL

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST % 0 + 10.00% = \$0.00
+

XVI. DIVISION 16 ELECTRICAL

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST % 0 + 10.00% = \$0.00
+

SUB-TOTAL \$42,219.25

MOBILIZATION: BASED UPON CONTRACT AMOUNT: % 2.00% of \$42,219.25 = \$844.39

DE-MOBILIZATION: BASED UPON CONTRACT AMOUNT: % 1.00% of \$42,219.25 = \$422.19

PERFORMANCE & PAYMENT BOND % 1.50% of \$0.00 = \$0.00

GRAND TOTAL \$43,485.83

QUANTITIES ESTABLISHED BY
O'NEAL ROOFING REPRESENTATIVE:

Greg Clyatt 2/8/22
GREG CLYATT

QUANTITIES ESTABLISHED BY
DISTRICT REPRESENTATIVE:

MARK DURHAM

COUNTY NAME:

SUWANNEE COUNTY

QUOTE ACCEPTED BY

COUNTY REPRESENTATIVE:

MARK DURHAM

COUNTY NAME:

SUWANNEE COUNTY

DATE:

2/8/2022

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3



ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

April 13, 2021

Mr. John O'Neal
O'Neal Roofing Company
P.O. Box 2166
Lake City, FL 32056

Dear Mr. O'Neal,

This letter will serve to notify you that the Suwannee County School Board approved an additional one-year extension to RFP 17-209-Roofing, Construction and Repair Services with O'Neal Roofing Company during the Special Board Meeting on April 13, 2021. This extension is in accordance with provisions authorized by Executive Order 21-45, which extends Executive Order 20-52.

We look forward to working with you in the coming year.

Sincerely,

A handwritten signature in black ink, appearing to read "Ethan R. Butts".

Ethan R. Butts
Director of Facilities

ERB/cv

Renewal
Letter

March 20, 2017

Suwannee County School District
702 2nd Street NW
Live Oak, FL 32064

RE: O'NEAL ROOFING COMPANY
PROJECT: RFP 17-209 - Roofing, Construction and Repair Services

To Whom It May Concern:

Per your request for evidence of surety bonding, this letter is to advise you that O'Neal Roofing Company is set up for bonding with Developers Surety and Indemnity Company.

Our company has bonded O'Neal
be an outstanding

Company for several projects and has found them to
d reputation in the construction industry. Developers
probably consider bonding projects of \$3,000,000.00 on
000.00.

Page # 4
Pissy Back
Requirements
(Contract)

y carries a Best's Rating of A XIV, is listed in the
roved Sureties and is licensed to conduct business

acceptable to all parties, if adequate financing is
requirements are met with surety's approval, we
ds for 100% of the contract value.

a bid bond, Willis of Florida, Inc., Developers
and owners accept no liability for its contents.
submission and base their final decision upon
which exist at the time of the bond request.

assurances on our fine client, please feel free to

Sincerely,

Developers Surety and Indemnity Company

Brandy L Baich

Brandy L. Baich
Attorney-in-Fact & Florida Licensed Resident Agent

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Margaret A. Ginem, Brandy L. Baich, David Carr, Anett Cardinale, Shirley Hill Shilts, Eric C. Parker, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

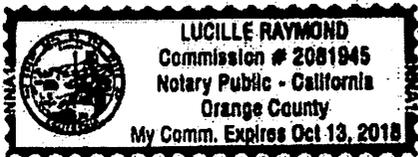
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 20th day of March, 2017

By: *Cassie J. Barrisford*
Cassie J. Barrisford, Assistant Secretary

REQUEST FOR PROPOSALS

SUWANNEE COUNTY SCHOOL DISTRICT

**702 2ND STREET NW
LIVE OAK, FL 32064**

RFP NO. 17-209

ROOFING, CONSTRUCTION AND REPAIR SERVICES

A MANDATORY PRE-BID MEETING WILL BE HELD AT THE SUWANNEE COUNTY SCHOOL BOARD, FACILITIES DEPARTMENT OFFICE LOCATED AT 1729 SW WALKER AVENUE, LIVE OAK, FL 32064 ON THURSDAY, MARCH 30, 2017 AT 9:00 A.M. BID PACKS MAY BE ACCESSED THROUGH THE SUWANNEE COUNTY SCHOOL BOARD WEBSITE:

<http://www.suwannee.k12.fl.us/bids/open>

A SIGN IN SHEET MUST BE COMPLETED AT THE PRE-BID MEETING AND ANY COMPANY NOT REPRESENTED THEREON WILL NOT BE QUALIFIED TO BID.

THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA (HEREIN KNOWN AS THE BOARD), WILL RECEIVE SEALED PROPOSALS AT THE FINANCE OFFICE OF THE SUWANNEE COUNTY SCHOOL BOARD. PROPOSALS MUST BE SEALED IN AN ENVELOPE. THE ENVELOPE MUST BE CLEARLY MARKED, REQUEST FOR PROPOSAL (RFP) 17-209, ROOFING, CONSTRUCTION AND REPAIR SERVICES, AND MAILED OR DELIVERED TO 702 2ND STREET NW, LIVE OAK, FLORIDA 32064 PRIOR TO:

2:00 PM, LOCAL TIME, TUESDAY, APRIL 18, 2017

PROPOSALS RECEIVED TIMELY WILL BE OPENED, TABULATED AND EVALUATED AT THE ABOVE TIME IN THE FINANCE OFFICE OF THE SUWANNEE COUNTY SCHOOL BOARD (UNLESS NOTIFIED OF A DIFFERENT LOCATION) AND WILL THEN BE PRESENTED TO THE BOARD FOR ACTION AT THE NEXT REGULARLY SCHEDULED MEETING.

EACH BIDDER MUST INCLUDE WITH THIS BID, A LETTER FROM HIS/HER BONDING AGENT STATING THAT BIDDER IS IN GOOD STANDING AND CAN, UPON REQUEST, PROVIDE NECESSARY PERFORMANCE AND PAYMENT BOND. YOU ARE REQUIRED TO PRODUCE PERFORMANCE AND PAYMENT BOND WITH AN AM BEST RATING OF A- OR BETTER FOR 100% OF THE CONTRACT VALUE.

A PROPOSAL WILL BE CONSIDERED A FIRM OFFER AND CANNOT BE WITHDRAWN SUBSEQUENT TO OPENING WITHOUT THE CONSENT OF THE BOARD FOR A PERIOD OF SIXTY (60) DAYS SUBSEQUENT TO THE OPENING OF THE BID PROPOSALS.

PROPOSALS MUST BE SUBMITTED ON THESE FORMS AND ENCLOSED IN AN ENVELOPE THAT IS TO BE SEALED AND RETURNED TO THE PURCHASING OFFICE PRIOR TO THE OPENING DATE AND TIME. ANY PROPOSALS RECEIVED AFTER THE DESIGNATED CUTOFF TIME WILL NOT BE CONSIDERED. A COPY OF EACH PAGE OF THIS PROPOSAL MUST BE RETURNED FOR THE PROPOSAL TO BE CONSIDERED.

THE BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART OF ANY OR ALL PROPOSALS AND THE RIGHT TO SECURE EXPERT ADVICE IN EVALUATING AND SELECTING THE LOWEST RESPONSIBLE PROPOSAL.

THE CONTRACT PERIOD WILL COMMENCE ON THE DATE FOLLOWING BOARD APPROVAL AND CONTINUE FOR A ONE-YEAR PERIOD. THE CONTRACT MAY BE EXTENDED FOR THREE (3) ADDITIONAL

ONE-YEAR PERIODS WITH MUTUAL CONSENT OF BOTH CONTRACTING PARTIES. THE BOARD RESERVES THE RIGHT TO CANCEL THE CONTRACT FOR NON-PERFORMANCE WITH THIRTY (30) DAYS WRITTEN NOTICE.

PURCHASES BY STATE CONTRACT AND OTHER PUBLIC AGENCIES:

- A. PRICING SHALL REMAIN FIRM THROUGHOUT THE BID PERIOD. IF YOUR COMPANY HAS A CURRENT CONTRACT WITH THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES, TO SUPPLY ITEMS OFFERED IN THIS BID, THE BIDDER SHALL QUOTE NOT MORE THAN THE CONTRACT PRICE. FAILURE TO COMPLY WITH THIS REQUEST WILL RESULT IN DISQUALIFICATION.
- B. WITH THE CONSENT AND AGREEMENT OF THE SUCCESSFUL BIDDER(S), PURCHASES MAY BE MADE UNDER THIS BID BY OTHER GOVERNMENTAL AGENCIES WITHIN THE STATE OF FLORIDA. THE SAME TERMS AND CONDITIONS AS STATED HEREIN SHALL GOVERN SUCH PURCHASES.

QUESTIONS REGARDING THE SCOPE OF WORK, SITE LOCATIONS AND THIS RFP SHOULD BE DIRECTED TO MARK CARVER, DIRECTOR OF FACILITIES, SUWANNEE COUNTY SCHOOL DISTRICT AT (386) 647-4151.

RFP NO. 17-209
ROOFING, CONSTRUCTION AND REPAIR SERVICES
THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA
FACILITIES DEPARTMENT
702 2ND STREET NW
LIVE OAK, FL 32064

I HEREBY CERTIFY THAT I HAVE CAREFULLY READ ALL INSTRUCTIONS PERTAINING TO THIS RFP AND THAT MY PROPOSAL COMPLIES, WITHOUT EXCEPTION, WITH ALL INSTRUCTIONS AND SPECIFICATIONS.

O'NEAL ROOFING COMPANY

COMPANY

JOHN W. O'NEAL *John W. O'Neal*

AUTHORIZED REPRESENTATIVE

PRESIDENT

TITLE

PO BOX 2166

ADDRESS

LAKE CITY, FL 32056

CITY, STATE AND ZIP CODE

386-752-7578

TELEPHONE: AREA CODE AND NUMBER

IF FOR ANY REASON YOU CANNOT RESPOND, PLEASE LIST THOSE REASONS BELOW:

**ROOFING, CONSTRUCTION AND REPAIR SERVICES
SUWANNEE COUNTY DISTRICT SCHOOLS
RFP NO. 17-209**

SPECIAL CONDITIONS:

1. **INSURANCE REQUIREMENTS: THE CONTRACTOR WILL CARRY PUBLIC LIABILITY INSURANCE IN THE AMOUNT SPECIFIED BELOW, INCLUDING THE CONTRACTED LIABILITY ASSUMED BY THE CONTRACTOR AND WILL DELIVER A CERTIFICATE OF INSURANCE FROM CARRIERS, TO THE SUWANNEE COUNTY DISTRICT SCHOOLS FACILITIES DEPARTMENT, SPECIFYING SUCH LIMITS, AND WITH THE BOARD NAMED AS AN ADDITIONAL INSURED.**
 - A. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY AS REQUIRED BY FLORIDA STATUTES, CHAPTER 440**
 - B. **COMPREHENSIVE GENERAL LIABILITY**

BODILY INJURY:	\$1,000,000 EACH OCCURRENCE
	\$1,000,000 ANNUAL AGGREGATE
PROPERTY DAMAGE:	\$1,000,000 EACH OCCURRENCE
	\$1,000,000 ANNUAL AGGREGATE

CONTRACTUAL LIABILITY COVERS THE FOLLOWING INDEMNITY AGREEMENT: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE BOARD AGAINST ANY FORM OF LIABILITY, CLAIMS, DAMAGES, DEMANDS AND COST, INCLUDING ATTORNEY FEES OF EVERY KIND AND NATURE AND ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO DAMAGE OR DESTRUCTION OF PROPERTY RESULTING FROM OR IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT.

2. CONTRACTORS SUBMITTING PROPOSALS SHALL BE A STATE CERTIFIED LICENSED GENERAL CONTRACTOR AND ROOFING CONTRACTOR.
3. CONTRACTOR FURNISH MATERIALS, THESE MATERIALS SHALL BE ITEMIZED ON THE INVOICE. CONTRACTORS COST OF MATERIALS PLUS MARK-UP PERCENTAGE.
4. DESCRIPTION OF JOB AND SERVICE PROVIDED SHALL BE INDICATED ON EACH INVOICE SUBMITTED FOR PAYMENT.
5. NO ADDITIONAL CHARGES OUTSIDE THE SCOPE OF THIS CONTRACT WILL BE ALLOWED.
6. ALL WORK UNDER THE TERMS OF THIS CONTRACT SHALL BE DONE IN THE MOST EFFICIENT MANNER. ALL TRASH AND DEBRIS GENERATED BY THE CONTRACTOR SHALL BE REMOVED BY THE CONTRACTOR, ALL WORK PERFORMED UNDER THE TERMS OF THIS CONTRACT WILL BE PERFORMED DURING HOURS WHEN THE BUILDING OR OFFICES ARE NOT OCCUPIED, WHEN AND IF POSSIBLE, OR AT THE DISCRETION OF COST CENTER ADMINISTRATORS.
7. ALL WORK UNDER THE TERMS OF THIS CONTRACT WILL REQUIRE A PURCHASE ORDER, WHICH SHALL BE ISSUED BY THE FACILITIES DEPARTMENT. THE PURCHASE ORDER NUMBER SHALL BE INCLUDED ON ALL INVOICES.
8. IF REQUESTED, MUST BE ABLE TO PROVIDE A BID BOND AND/OR PERFORMANCE AND PAYMENT BOND.

GENERAL CONDITIONS

1. **SEALED BID:** ONE (1) COPY OF ALL RFP SHEETS IN THIS REQUEST FOR PROPOSALS PACKAGE MUST BE COMPLETED AND RETURNED IN ORDER FOR THE PROPOSAL TO BE CONSIDERED FOR AWARD. ALL PROPOSALS ARE SUBJECT TO THE CONDITIONS SPECIFIED IN THESE GENERAL CONDITIONS AND ON THE ATTACHED SHEETS AND ANY ADDENDA ISSUED THERETO.
 - **COMPLETED PROPOSALS:** MUST BE SUBMITTED IN A SEALED ENVELOPE. THE RFP NUMBER, COMMODITY OR SERVICE COVERED AND THE TIME AND DATE SET FOR PROPOSAL OPENING SHALL BE MARKED ON THE OUTSIDE OF THE ENVELOPE.
 - **EXECUTION OF PROPOSALS:** PROPOSALS MUST CONTAIN A MANUAL SIGNATURE OF AN AUTHORIZED REPRESENTATIVE IN THE SPACE PROVIDED ON PAGE TWO (2). FAILURE TO PROPERLY SIGN THE PROPOSAL WILL INVALIDATE THE PROPOSAL. THE COMPANY NAME MUST APPEAR IN EACH SPACE PROVIDED. ALL PROPOSALS MUST BE COMPLETED IN INK OR BE TYPEWRITTEN. NO ERASURES OR WHITEOUTS WILL BE PERMITTED. IF A CORRECTION IS NECESSARY, DRAW A SINGLE LINE THROUGH. THE ORIGINAL PROPOSAL CONDITIONS AND SPECIFICATIONS CANNOT BE CHANGED OR ALTERED IN ANY WAY. ALTERED PROPOSALS WILL NOT BE CONSIDERED. CLARIFICATION OF PROPOSALS SUBMITTED MUST BE IN LETTER FORM, SIGNED BY THE PROPOSER(S) AND INCLUDED IN THE PROPOSAL PACKAGE.
2. **TAXES:** THE BOARD DOES NOT PAY FEDERAL EXCISE OR FLORIDA SALES AND USE TAX. DO NOT INCLUDE THESE TAXES ON THE INVOICE. THE APPLICABLE TAX EXEMPTION NUMBER IS PRINTED ON THE PURCHASE ORDERS. HOWEVER, THIS EXEMPTION DOES NOT APPLY TO CONTRACTORS WHO PURCHASE TANGIBLE PERSONAL PROPERTY FOR USE IN THE PERFORMANCE OF CONTRACTS FOR IMPROVEMENTS OF BOARD OWNED REAL PROPERTY AS DEFINED IN CHAPTER 192 OF THE FLORIDA STATUTES.
3. **PROPOSERS CONDITIONS:** THE BOARD SPECIFICALLY RESERVES THE RIGHT TO REJECT ANY CONDITIONAL PROPOSAL. ANY CONDITION (S) TO BE MADE PART OF THIS OR ANY PROPOSAL SHOULD BE SUBMITTED BY LETTER WITH A NOTE ON THE PROPOSAL FORM IF THE CONDITION(S) IS TO BE CONSIDERED.
4. **AWARDS:** IN THE BEST INTEREST OF THE SUWANNEE COUNTY DISTRICT SCHOOLS, THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS OR ANY PART OF ANY PROPOSAL AND TO WAIVE ANY IRREGULARITY IN ANY PROPOSAL RECEIVED; TO ACCEPT ANY ITEM OR GROUP OF ITEMS UNLESS QUALIFIED BY PROPOSER; TO ACQUIRE ADDITIONAL QUANTITIES AT PRICES QUOTED IN THE PROPOSAL, UNLESS ADDITIONAL QUANTITIES ARE NOT ACCEPTABLE, IN WHICH CASE THE PROPOSAL FORM MUST BE NOTED "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY". ANY CONTRACT AWARDED AS A RESULT OF THIS OR ANY RFP SHALL CONFORM TO APPLICABLE FLORIDA STATUTES.
5. **PROPOSAL OPENING:** WILL BE OPEN TO THE PUBLIC, ON THE DATE AND TIME SPECIFIED IN THE RFP DOCUMENTS. ALL PROPOSALS RECEIVED AFTER SPECIFIED TIME SHALL BE RETURNED, UNOPENED. PROPOSALS BY TELEPHONE OR FACSIMILE WILL NOT BE ACCEPTED.
6. **CONFLICT OF INTEREST:** ANY AWARD AS A RESULT OF THIS OR ANY PROPOSAL IS SUBJECT TO THE PROVISIONS OF CHAPTER 112, FLORIDA STATUTES. ALL PROPOSERS MUST DISCLOSE WITH THEIR PROPOSAL PACKAGE, THE NAME OF ANY OFFICER, DIRECTOR OR AGENT WHO IS ALSO AN

EMPLOYEE OF THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA FURTHER, ALL BIDDERS MUST DISCLOSE THE NAME OF ANY BOARD EMPLOYEE WHO OWNS, DIRECTLY OR INDIRECTLY, AND INTEREST GREATER THAN FIVE PERCENT (5%) IN THE PROPOSERS FIRM OR ANY OF ITS BRANCHES OR DIVISIONS.

7. **ANTI-DISCRIMINATION:** THE PROPOSER CERTIFIES THAT HE OR SHE OR THEIR FIRM IS IN COMPLIANCE WITH THE NON-DISCRIMINATION CLAUSE CONTAINED IN SECTION 202, EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDER 11375, RELATIVE TO EQUAL EMPLOYMENT OPPORTUNITY FOR ALL PERSONS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN.
8. **DEFAULT:** IN THE EVENT OF DEFAULT ON ANY CONTRACT AS A RESULT OF THIS RFP, THE CONTRACTOR WILL PAY TO THE BOARD, AS LIQUIDATED DAMAGES, AN AMOUNT EQUAL TO TWENTY FIVE PERCENT (25%) OF THE UNIT PRICE, TIMES THE PROPOSED QUANTITY OR FIVE HUNDRED DOLLARS (\$500.00), WHICHEVER AMOUNT IS LARGER. IN THE EVENT OF A DEFAULT ON ANY CONTRACT THE CONTRACTOR WILL PAY ALL ATTORNEY'S FEES AND COURT INCURRED IN COLLECTING LIQUIDATED DAMAGES.
9. **RIGHT OF PROTEST:** FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN FLORIDA STATUTES, SECTION 120.53. (5) SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUES.
10. **TERMINATE:** THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY RESERVES THE RIGHT TO TERMINATE ANY CONTRACT RESULTING FROM THIS RFP ON THIRTY (30) DAYS WRITTEN NOTICE.
11. **SPECIAL CONDITIONS:** ANY AND ALL SPECIAL CONDITIONS MAY VARY FROM THESE GENERAL CONDITIONS AND WILL HAVE PRECEDENCE OVER THE GENERAL CONDITIONS.
12. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** PURSUANT TO SECTION 287.133, THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR 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 (\$10,000.00) PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO FOR A PERIOD OF THIRTY SIX (36) MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST. BY COMPLETING THE PROPOSAL DOCUMENTS AND SUBMITTING A PROPOSAL, PROPOSERS ARE CERTIFYING THAT THEY ARE NOT AND HAVE NOT BEEN ON THE CONVICTED VENDOR LIST NOW OR WITHIN THE PAST THIRTY SIX (36) MONTHS.
13. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTIONS 85.105 AND 85.110.
 - A. THE PROPOSER (CONTRACTOR) CERTIFIES THAT IT AND ITS PRINCIPALS:
 1. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

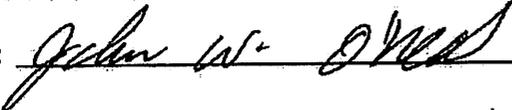
2. HAVE NOT WITH A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT 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;
3. ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR WILL PAY FEDERAL FUNDS 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 OR CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT.
4. HAVE NOT WITH A THREE (3) YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT; AND

B. WHERE THE PROPOSER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, HE OR SHE SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL PACKAGE.

AS THE DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THE BID PROPOSAL, I HEREBY CERTIFY THAT THE COMPANY OR INDIVIDUAL DOES COMPLY WITH THE ABOVE CERTIFICATIONS.

NAME OF BIDDER: O'NEAL ROOFING COMPANY

JOHN W. O'NEAL PRESIDENT
 PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE: 

NOTE:
GENERAL CONDITION NO. 13 MUST BE COMPLETED AND SIGNED BEFORE THE PROPOSAL FOR THIS RFP WILL BE CONSIDERED FOR AWARD.

SUWANNEE COUNTY SCHOOL DISTRICT
702 2ND STREET NW
LIVE OAK, FL 32064

UNIT COST DATA FOR ALL COST CATEGORIES
COVERING ROOF INSTALLATION

A. ROOFING ITEMS

I. GENERAL CONDITIONS:

REQUIRED SAFETY FENCING (6' CHAIN LINK)		LF	<u>\$3.00</u>
CRANE SERVICE		HR	<u>\$85.00</u>
TELESCOPIC LIFT UP TO 60'		WK	<u>\$1,690.00</u>
EQUIPMENT RENTAL	COST +	%	<u>12.00%</u>
MANUFACTURERS WARRANTY	COST +	%	<u>15.00%</u>
SITE PREPARATION (NECESSARY FILL & SEEDING)		SF	<u>\$0.50</u>
SITE PREPARATION (NECESSARY FILL & SOD)		SF	<u>\$1.00</u>
BUILDERS RISK INSURANCE	COST +	%	<u>10.00%</u>
PERMIT (IF REQUIRED)	COST +	%	<u>15.00%</u>
MEMBRANE ROOF			
15 YEAR NO PENAL SUM WARRANTY		%	<u>15.00%</u>
20 YEAR NO PENAL SUM WARRANTY	COST +	%	<u>15.00%</u>
25 YEAR NO PENAL SUM WARRANTY	COST +	%	<u>15.00%</u>
30 YEAR NO PENAL SUM WARRANTY	COST +	%	<u>15.00%</u>
METAL ROOF			
20 YEAR WATER TIGHTNESS WARRANTY	COST +	%	<u>15.00%</u>
PROVIDE THERMAL SCAN	COST +	%	<u>15.00%</u>

PROVIDE PORTABLE TOILET	COST +	_____	%	<u>10.00%</u>
MOBILIZATION: BASED UPON CONTRACT AMOUNT			%	<u>2.00%</u>
DE-MOBILIZATION: BASED UPON CONTRACT AMOUNT			%	<u>1.00%</u>
PERFORMANCE & PAYMENT BOND			%	<u>1.50%</u>

II. DEMOLITION: FLAT ROOF AREAS:

1	PREP ROOF FOR RECOVER SYSTEM		SF	<u>\$0.50</u>
2	REMOVE SINGLE PLY ROOFING		SF	<u>\$0.50</u>
1	REMOVE GRAVEL SURFACED BUILT UP ROOFING		SF	<u>\$1.00</u>
2	SPUD GRAVEL SURFACED BUILT UP ROOFING		SF	<u>\$0.85</u>
3	REMOVE SPRAY FOAM OVER ROOFING		SF	<u>\$1.50</u>
4	REMOVE MODIFIED BITUMEN ROOFING		SF	<u>\$0.75</u>
5	REMOVE SLICK TOP BUILT-UP ROOFING:		SF	<u>\$0.75</u>
6	REMOVE METAL PURLINS UP TO 8"		LF	<u>\$1.50</u>
6	PROVIDE ASBESTOS SURVEY	COST +	_____	% <u>10.00%</u>
6	PROVIDE ASBESTOS ABATEMENT	COST +	_____	% <u>10.00%</u>
7	REMOVE/DISPOSE OF ASBESTOS ROOFING	COST +	_____	% <u>10.00%</u>
8	REMOVE METAL DECKING		SF	<u>\$1.25</u>
9	REMOVE TECTUM/WOODFIBER DECKING		SF	<u>\$1.50</u>
9	REMOVE RIGID INSULATION UP TO 3"		SF	<u>\$0.85</u>
10	REMOVE RIGID INSULATION; ADD PER INCH		SF	<u>\$0.30</u>
11	REMOVE TAPERED INSULATION		SF	<u>\$1.00</u>
12	REMOVE ROOF EDGE METAL		LF	<u>\$1.35</u>
13	REMOVE FASCIA METAL; NOT TO EXCEED 16" S/O		LF	<u>\$1.50</u>
14	REMOVE VERTICAL FASCIA PANELS & TRIM		SF	<u>\$0.85</u>

15 REMOVE SOFFIT PANELS & TRIM	SF	<u>\$0.85</u>
16 REMOVE GUTTER:	LF	<u>\$1.50</u>
17 REMOVE DOWNSPOUTS; NOT TO EXCEED 30' HIGH	LF	<u>\$1.50</u>
18 REMOVE DOWNSPOUTS; ABOVE 30' HIGH	LF	<u>\$2.50</u>
19 REMOVE COPING METAL	LF	<u>\$2.00</u>
20 REMOVE WALL SCUPPER	EA	<u>\$75.00</u>
21 REMOVE LEADERHEAD	EA	<u>\$60.00</u>
22 REMOVE EXPANSION JOINT COVER	LF	<u>\$2.25</u>
23 REMOVE PITCH PANS	EA	<u>\$25.00</u>
24 CLEAN / PREP ROOF DRAINS	EA	<u>\$150.00</u>
25 REMOVE ROOF DRAINS UP TO 6"	EA	<u>\$125.00</u>
26 REMOVE SOIL PIPE FLASHING	EA	<u>\$25.00</u>
27 REMOVE WALL FLASHING MEMBRANE	SF	<u>\$2.00</u>
28 REMOVE COUNTER FLASHING	LF	<u>\$1.25</u>
29 REMOVE BASE FLASHING @ CURB UP TO 24"	LF	<u>\$2.75</u>
30 REMOVE LIGHTNING ARREST SYSTEM	LF	<u>\$2.00</u>
31 REMOVE PIPE FLASHING UP TO 24" ROUND	EA	<u>\$60.00</u>
32 REMOVE TRAFFIC PAD	LF	<u>\$1.50</u>
33 REMOVE HVAC CONDENSATION LINES	LF	<u>\$1.00</u>
34 REMOVE SATELLITE: TO BE RE-ALIGNED BY OWNER	EA	<u>\$100.00</u>
35 REMOVE WOOD BLOCKING	BF	<u>\$1.50</u>
36 REMOVE WOOD DECKING UP TO 3/4" PLYWOOD	BF	<u>\$1.75</u>
37 REMOVE DECK VENTS	EA	<u>\$15.00</u>
38 SPUD EXISTING GRAVEL AT TIE-IN	SF	<u>\$6.50</u>
39 DISPOSAL FEE	CY	<u>\$55.00</u>

III. SHEET METAL: 24 GA. TPO COATED METAL

1	INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	<u>\$16.50</u>
2	PROVIDE 24 GA. TPO COATED FLAT SHEET METAL	SF	<u>\$5.50</u>

IV. SHEET METAL: .032 ALUMINUM PAINTED KYNAR FINISH

FURNISH ALL MATERIAL AND:

1	INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	<u>\$8.50</u>
2	INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	<u>\$9.00</u>
3	INSTALL SOFFIT PANELS AND TRIM	SF	<u>\$6.50</u>
4	INSTALL VERTICAL FASCIA PANELS	SF	<u>\$6.50</u>
6	INSTALL COPING METAL: UP TO 24" S/O	LF	<u>\$14.50</u>
6	INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	<u>\$13.50</u>
7	INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	<u>\$9.00</u>
8	INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	<u>\$16.50</u>
9	INSTALL BOX GUTTER: UP TO 30" S/O	LF	<u>\$15.50</u>
10	INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	<u>\$12.50</u>
11	INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	<u>\$200.00</u>
12	INSTALL LEADERHEAD: UP TO 24" WIDE	EA	<u>\$260.00</u>

V. SHEET METAL: .040 ALUMINUM PAINTED KYNAR FINISH

FURNISH ALL MATERIAL AND:

1	INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	<u>\$9.50</u>
2	INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	<u>\$10.00</u>
3	INSTALL COPING METAL: UP TO 24" S/O	LF	<u>\$15.00</u>

4	INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	<u>\$14.00</u>
5	INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	<u>\$9.50</u>
6	INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	<u>\$17.00</u>
7	INSTALL BOX GUTTER: UP TO 30" S/O	LF	<u>\$16.00</u>
8	INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	<u>\$13.00</u>
9	INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	<u>\$225.00</u>
10	INSTALL LEADERHEAD: UP TO 24" WIDE	EA	<u>\$285.00</u>

VI. SHEET METAL: .032 ALUMINUM MILL FINISH

FURNISH ALL MATERIAL AND:

1	INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	<u>\$8.00</u>
2	INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	<u>\$8.50</u>
3	INSTALL COPING METAL: UP TO 24" S/O	LF	<u>\$13.50</u>
4	INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	<u>\$12.50</u>
5	INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	<u>\$8.50</u>
6	INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	<u>\$15.50</u>
7	INSTALL BOX GUTTER: UP TO 30" S/O	LF	<u>\$15.00</u>
8	INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	<u>\$12.00</u>
9	INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	<u>\$215.00</u>
10	INSTALL LEADERHEAD: UP TO 24" WIDE	EA	<u>\$275.00</u>

VII. SHEET METAL: .040 ALUMINUM MILL FINISH

FURNISH ALL MATERIAL AND:

1	INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	<u>\$9.00</u>
2	INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	<u>\$9.50</u>

3	INSTALL COPING METAL: UP TO 24" S/O	LF	<u>\$14.50</u>
4	INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	<u>\$13.50</u>
5	INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	<u>\$9.00</u>
6	INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	<u>\$16.50</u>
7	INSTALL BOX GUTTER: UP TO 30" S/O	LF	<u>\$15.50</u>
8	INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	<u>\$12.50</u>
9	INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	<u>\$225.00</u>
10	INSTALL LEADERHEAD: UP TO 24" WIDE	EA	<u>\$290.00</u>

VIII. SHEET METAL: 24 GA. MILL FINISH

FURNISH ALL MATERIAL AND:

1	INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	<u>\$7.75</u>
2	INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	<u>\$9.00</u>
3	INSTALL SOFFIT PANELS AND TRIM	SF	<u>\$6.50</u>
4	INSTALL VERTICAL FASCIA PANELS	SF	<u>\$6.50</u>
5	INSTALL COPING METAL: UP TO 24" S/O	LF	<u>\$12.50</u>
6	INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	<u>\$12.50</u>
7	INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	<u>\$8.50</u>
8	INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	<u>\$14.00</u>
9	INSTALL BOX GUTTER: UP TO 30" S/O	LF	<u>\$14.00</u>
10	INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	<u>\$12.00</u>
11	INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	<u>\$225.00</u>
12	INSTALL LEADERHEAD: UP TO 24" WIDE	EA	<u>\$275.00</u>

IX. SHEET METAL: 24 GA. PAINTED KYNAR 500 FINISH

FURNISH ALL MATERIAL AND:

1	INSTALL ROOF EDGE METAL: WITH CLEAT UP TO 12" S/O	LF	<u>\$8.75</u>
2	INSTALL FASCIA METAL WITH CLEAT UP TO 16" S/O	LF	<u>\$9.25</u>
3	INSTALL SOFFIT PANELS AND TRIM	SF	<u>\$6.50</u>
4	INSTALL VERTICAL FASCIA PANELS	SF	<u>\$6.50</u>
5	INSTALL COPING METAL: UP TO 24" S/O	LF	<u>\$14.25</u>
6	INSTALL (2) PIECE COUNTER FLASHING: 16" S/O	LF	<u>\$13.25</u>
7	INSTALL (1) PIECE COUNTER FLASHING: 12" S/O	LF	<u>\$9.25</u>
8	INSTALL SLIP EXPANSION JOINT COVER: 24" S/O	LF	<u>\$16.00</u>
9	INSTALL BOX GUTTER: UP TO 30" S/O	LF	<u>\$15.00</u>
10	INSTALL 4 X 5 DOWNSPOUT: UP TO 30' HIGH	LF	<u>\$12.75</u>
11	INSTALL THRU WALL SCUPPER: UP 12" WIDE	EA	<u>\$240.00</u>
12	INSTALL LEADERHEAD: UP TO 24" WIDE	EA	<u>\$300.00</u>

X. NEW ROOF SYSTEM: NAILABLE DECK

MECHANICALLY ATTACHED WITH FASTENERS UP TO 8"

1	INSTALL 3 OZ. POLYESTER SLIP SHEET	SF	<u>\$0.25</u>
2	INSTALL 40 MIL TPO MEMBRANE	SF	<u>\$3.40</u>
3	INSTALL 60 MIL TPO MEMBRANE	SF	<u>\$3.60</u>
4	INSTALL 80 MIL TPO MEMBRANE	SF	<u>\$4.35</u>
5	INSTALL 40 MIL TPO FB MEMBRANE	SF	<u>N/A</u>
6	INSTALL 60 MIL TPO FB MEMBRANE	SF	<u>\$4.33</u>
7	INSTALL 80 MIL TPO FB MEMBRANE	SF	<u>\$4.95</u>
8	INSTALL 60 MIL TPO WALL FLASHING	SF	<u>\$4.05</u>

**XI. NEW ROOF SYSTEM: NAILABLE DECK
ADHERED SYSTEM**

1	INSTALL 40 MIL TPO MEMBRANE	SF	<u>\$3.87</u>
2	INSTALL 60 MIL TPO MEMBRANE	SF	<u>\$4.05</u>

3	INSTALL 80 MIL TPO MEMBRANE	SF	<u>\$4.82</u>
4	INSTALL 40 MIL TPO FB MEMBRANE	SF	<u>N/A</u>
5	INSTALL 60 MIL TPO FB MEMBRANE	SF	<u>\$4.80</u>
6	INSTALL 80 MIL TPO FB MEMBRANE	SF	<u>\$5.42</u>
7	INSTALL 60 MIL TPO WALL FLASHING	SF	<u>\$4.05</u>

XII. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH GRAVEL SURFACE

1	INSTALL TEMPORARY ROOF; BASE SHEET, TWO (2) PLYS OF TYPE IV FELT, GLAZE COATED	SF	<u>\$2.70</u>
2	INSTALL FIBERGLASS BASE SHEET	SF	<u>\$1.25</u>
3	INSTALL THREE (3) PLYS OF TYPE IV FELT	SF	<u>\$3.50</u>
4	INSTALL FOUR (4) PLYS OF TYPE IV FELT	SF	<u>\$3.85</u>
6	INSTALL THREE (3) PLYS OF TYPE VI FELT	SF	<u>\$3.60</u>
6	INSTALL FOUR (4) PLYS OF TYPE VI FELT	SF	<u>\$4.00</u>

XIII. NEW ROOF SYSTEM: NON-NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH GRAVEL SURFACE

1	INSTALL TEMPORARY ROOF; BASE SHEET, TWO (2) PLYS OF TYPE IV FELT, GLAZE COATED	SF	<u>\$2.40</u>
2	INSTALL FIBERGLASS BASE SHEET	SF	<u>\$0.90</u>
3	INSTALL THREE (3) PLYS OF TYPE IV FELT	SF	<u>\$3.50</u>
4	INSTALL FOUR (4) PLYS OF TYPE IV FELT	SF	<u>\$3.85</u>
5	INSTALL THREE (3) PLYS OF TYPE VI FELT	SF	<u>\$3.60</u>
6	INSTALL FOUR (4) PLYS OF TYPE VI FELT	SF	<u>\$4.00</u>

XIV. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH CAP SHEET

- | | | | |
|---|--|----|---------------|
| 1 | INSTALL MODIFIED BITUMEN BASE SHEET
(JM DYNA BASE OR OWNER APPROVED EQUAL) | SF | <u>\$1.50</u> |
| 2 | INSTALL MODIFIED BITUMEN INTER PLY
(JM DYNA PLY OR OWNER APPROVED EQUAL) | SF | <u>\$1.85</u> |
| 3 | INSTALL MODIFIED BITUMEN CAP SHEET
(JM DYNA CAP OR OWNER APPROVED EQUAL) | SF | <u>\$2.50</u> |
| 4 | INSTALL MODIFIED BITUMEN WALL FLASHING
SET IN MBR CEMENT.
(JM DYNA FLEX OR OWNER APPROVED EQUAL) | SF | <u>\$5.00</u> |

XV. NEW ROOF SYSTEM: NON-NAILABLE DECK

FURNISH ALL MATERIAL AND:

HOT ASPHALT WITH CAP SHEET

- | | | | |
|---|--|----|---------------|
| 1 | INSTALL MODIFIED BITUMEN BASE SHEET(JM DYNA BASE
OR OWNER APPROVED EQUAL) | SF | <u>\$1.50</u> |
| 2 | INSTALL MODIFIED BITUMEN INTER PLY
(JM DYNA PLY OR OWNER APPROVED EQUAL) | SF | <u>\$1.85</u> |
| 3 | INSTALL MODIFIED BITUMEN CAP SHEET
(JM DYNA CAP OR OWNER APPROVED EQUAL) | SF | <u>\$2.50</u> |
| 4 | INSTALL MODIFIED BITUMEN WALL FLASHING
SET IN MBR CEMENT.
(JM DYNA FLEX OR OWNER APPROVED EQUAL) | SF | <u>\$5.00</u> |

XVI. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

COLD PROCESS WITH CAP SHEET

- | | | | |
|---|---|----|---------------|
| 1 | INSTALL MODIFIED BITUMEN BASE SHEET
(JM DYNA BASE OR OWNER APPROVED EQUAL) | SF | <u>\$1.50</u> |
| 2 | INSTALL MODIFIED BITUMEN INTER PLY
(JM DYNA PLY OR OWNER APPROVED EQUAL) | SF | <u>\$1.90</u> |
| 3 | INSTALL MODIFIED BITUMEN CAP SHEET
(JM DYNA CAP OR OWNER APPROVED EQUAL) | SF | <u>\$2.60</u> |

INSTALL MODIFIED BITUMEN WALL FLASHING
SET IN MBR CEMENT.
4 (JM DYNA FLEX OR OWNER APPROVED EQUAL) SF \$5.00

XVII. NEW ROOF SYSTEM: NON-NAILABLE DECK

FURNISH ALL MATERIAL AND:

COLD PROCESS WITH CAP SHEET

1 INSTALL MODIFIED BITUMEN BASE SHEET
(JM DYNA BASE OR OWNER APPROVED EQUAL) SF \$1.50

2 INSTALL MODIFIED BITUMEN INTER PLY
(JM DYNA PLY OR OWNER APPROVED EQUAL) SF \$1.90

3 INSTALL MODIFIED BITUMEN CAP SHEET
(JM DYNA CAP OR OWNER APPROVED EQUAL) SF \$2.60

4 INSTALL MODIFIED BITUMEN WALL FLASHING
SET IN MBR CEMENT.
(JM DYNA FLEX OR OWNER APPROVED EQUAL) SF \$5.00

XVIII. NEW ROOF SYSTEM: NAILABLE DECK

FURNISH ALL MATERIAL AND:

TORCH APPLIED

1 INSTALL TYPE IV FIBERGLASS FELT
(JM GLASPLY PREMIER OR OWNER APPROVED EQUAL) SF \$1.25

2 INSTALL MODIFIED BITUMEN INTER PLY
(JM DYNAWELD BASE OR OWNER APPROVED EQUAL) SF \$2.25

3 INSTALL MODIFIED BITUMEN CAP SHEET
(JM DYNA WELD CAP FR OR OWNER APPROVED EQUAL) SF \$2.40

4 INSTALL MODIFIED BITUMEN WALL FLASHING SF \$5.00

XIX. MISC ITEMS

FURNISH ALL MATERIAL AND:

1 PRESSURE WASHING SF \$.60

2 INSTALL MEMBRANE USING 2 PART URETHANE ADHESIVE SF \$1.42

3 INSTALL INSULATION/COVERBOARD USING 2 PART
URETHANE ADHESIVE SF \$1.42

1	INSTALL MODIFIED BITUMEN BASE FLASHING @ CURBS UP TO 24" HIGH	LF	<u>\$15.00</u>
2	INSTALL LEAD FLASHING AT VTR 1 - 1/2" - 6"	EA	<u>\$65.00</u>
3	FLASH ROOF DRAINS AS PER MANUF. REQUIREMENTS	EA	<u>\$275.00</u>
4	INSTALL ONE WAY DECK VENTS	EA	<u>\$85.00</u>
5	INSTALL PITCH PANS UP TO 12" X 12"	EA	<u>\$185.00</u>
6	INSTALL TRAFFIC PAD	SF	<u>\$4.50</u>
7	INSTALL WOOD BLOCKING	BF	<u>\$3.80</u>
8	INSTALL WOOD DECKING	BF	<u>\$3.80</u>
9	INSTALL 22 GA. TYPE B G-60 METAL DECK	SF	<u>\$3.90</u>
10	INSTALL METAL PURLINS UP TO 8"	LF	<u>\$8.50</u>
10	INSTALL TECTUM/WOODFIBER DECK	SF	<u>\$15.50</u>
10	INSTALL 16 GA.. 2" ROOF HUGGERS W/ FASTENERS	LF	<u>\$7.50</u>
11	INSTALL ROOF DRAIN UP TO 6"	EA	<u>\$600.00</u>
12	INSTALL ROOF DRAIN PIPING UP TO 6" WITH FITTINGS	LF	<u>\$8.50</u>
13	INSTALL S-50 ROOF HATCH WITH LADDER UP ATTACHMENT	EA	<u>\$2,100.00</u>
14	REMOVE / REINSTALL ROOF TOP EQUIPMENT COST +	%	<u>20.00%</u>
15	REMOVE / INSTALL ROOF TOP ITEMS COST +	%	<u>20.00%</u>

XX. INSULATION: HOT ASPHALT
FURNISH ALL MATERIAL AND:

1	INSTALL POLY ISO INSULATION	BF	<u>\$1.00</u>
2	INSTALL PERLITE INSULATION	BF	<u>\$1.10</u>
3	INSTALL 1/2" DENSDECK	SF	<u>\$1.95</u>
4	INSTALL 1/4" DENSDECK	SF	<u>\$1.70</u>
5	INSTALL 1/4" DURA BOARD	SF	<u>\$1.70</u>
5	INSTALL 1/2" DURA BOARD	SF	<u>\$1.75</u>
6	INSTALL 1/4" TAPERED ISO SYSTEM	SF	<u>\$2.75</u>

7	INSTALL 1/8" TAPERED ISO SYSTEM	SF	<u>\$2.10</u>
8	INSTALL 1/2" ISO CRICKETS	SF	<u>\$3.45</u>
9	INSTALL 1/4" TAPERED PERLITE SYSTEM	SF	<u>\$2.85</u>
10	INSTALL 1/8" TAPERED PERLITE SYSTEM	SF	<u>\$2.25</u>
11	INSTALL 1" PERLITE FILL	SF	<u>\$1.70</u>
12	INSTALL 2" PERLITE FILL	SF	<u>\$2.70</u>
13	INSTALL 1" ISO FILL	SF	<u>\$1.35</u>
14	INSTALL 2" ISO FILL	SF	<u>\$2.35</u>

XXI. INSULATION: MECHANICALLY ATTACHED

FURNISH ALL MATERIAL AND:

1	INSTALL POLY ISO INSULATION	BF	<u>\$1.10</u>
2	INSTALL PERLITE INSULATION	BF	<u>\$1.20</u>
3	INSTALL 1/2" DENSDECK	SF	<u>\$1.90</u>
4	INSTALL 1/4" DENSDECK	SF	<u>\$1.65</u>
5	INSTALL 1/4" DURA BOARD	SF	<u>\$1.65</u>
5	INSTALL 1/2" DURA BOARD	SF	<u>\$1.90</u>
6	INSTALL 1/4" TAPERED ISO SYSTEM	SF	<u>\$2.85</u>
7	INSTALL 1/8" TAPERED ISO SYSTEM	SF	<u>\$2.25</u>
8	INSTALL 1/2" ISO CRICKETS	SF	<u>\$3.60</u>
9	INSTALL 1/4" TAPERED PERLITE SYSTEM	SF	<u>\$2.95</u>
10	INSTALL 1/8" TAPERED PERLITE SYSTEM	SF	<u>\$2.35</u>
11	INSTALL 1" PERLITE FILL	SF	<u>\$1.70</u>
12	INSTALL 2" PERLITE FILL	SF	<u>\$2.70</u>
13	INSTALL 1" ISO FILL	SF	<u>\$1.35</u>

14 INSTALL 2" ISO FILL SF \$2.35

XXII. DEMOLITION: SHINGLE & METAL ROOF UP TO 8/12 SLOPE

FURNISH ALL MATERIAL AND:

1 REMOVE EXISTING SHINGLE ROOFING: SF \$0.65
2 REMOVE EXISTING METAL ROOFING: SF \$0.85
3 REMOVE EXISTING UNDERLAYMENT SF \$0.25
4 REMOVE EXISTING EAVESDRIP METAL: LF \$1.00
5 REMOVE EXISTING FASCIA METAL: LF \$1.00
6 REMOVE EXISTING HIP & RIDGE CAP: LF \$1.25
7 REMOVE EXISTING RIDGE VENT LF \$1.25
8 REMOVE EXISTING VALLEY METAL: LF \$1.75
9 REMOVE EXISTING WALL FLASHING LF \$1.75
10 DISPOSAL FEE: SQ \$8.25

XXIII. NEW ROOFING: FIBERGLASS SHINGLES UP TO 8/12 SLOPE

FURNISH ALL MATERIAL AND:

1 INSTALL NEW 30# FELT UNDERLAYMENT: SF \$0.35
2 INSTALL NEW SYNTHETIC UNDERLAYMENT:
(TITANIUM-UDL OR OWNER APPROVED EQUAL) SF \$0.55
3 INSTALL NEW 40 MIL PEEL & STICK SF \$0.95
4 INSTALL NEW 6" 26 GA. EAVEDRIP METAL LF \$3.00
5 INSTALL NEW 24 GA VALLEY METAL 16" S/O LF \$6.00
6 INSTALL NEW SOIL PIPE FLASHING UP TO 6" EA \$45.00
7 INSTALL NEW RIDGE VENT. SHINGLE OVER LF \$7.50
8 INSTALL BASE WALL FLASHING: 12" S/O LF \$9.00

9	INSTALL NEW COUNTER FLASHING: 8" S/O	LF	<u>\$8.50</u>
10	INSTALL NEW OFF RIDGE VENT: 6'	EA	<u>\$150.00</u>
11	INSTALL FLASHING AT PIPE. UP TO 12"	EA	<u>\$125.00</u>
12	INSTALL HIP & RIDGE CAP:	LF	<u>\$4.00</u>
13	INSTALL 25 YEAR 3 - TAB SHINGLES	SQ	<u>\$210.00</u>
14	INSTALL LIFETIME ARCHITECTURAL SHINGLES:	SQ	<u>\$265.00</u>
15	UPGRADE TO SPECIALTY SHINGLES MATERIAL ONLY COST+ _____	%	<u>10.00%</u>

XXIV. DEMOLITION: SHINGLE & METAL ROOF 8/12 AND ABOVE

FURNISH ALL MATERIAL AND:

1	REMOVE EXISTING SHINGLE ROOFING:	SF	<u>\$1.25</u>
2	REMOVE EXISTING METAL ROOFING:	SF	<u>\$1.75</u>
3	REMOVE EXISTING UNDERLAYMENT	SF	<u>\$0.50</u>
4	REMOVE EXISTING FASCIA METAL:	LF	<u>\$2.00</u>
5	REMOVE EXISTING HIP & RIDGE CAP:	LF	<u>\$2.25</u>
6	RMEOVE EXISTING RIDGE VENT	LF	<u>\$2.00</u>
7	REMOVE EXISTING VALLEY METAL:	LF	<u>\$2.00</u>
8	REMOVE EXISTING WALL FLASHING	LF	<u>\$2.00</u>
9	DISPOSAL FEE:	SQ	<u>\$8.25</u>

XXV. NEW ROOFING: FIBERGLASS SHINGLES 8/12 SLOPE AND ABOVE

FURNISH ALL MATERIAL AND:

1	INSTALL NEW 30# FELT UNDERLAYMENT:	SF	<u>\$1.00</u>
2	INSTALL NEW SYNTHETIC UNDERLAYMENT: (TITANIUM-UDL OR OWNER APPROVED EQUAL)	SF	<u>\$1.10</u>
3	INSTALL NEW 40 MIL PEEL & STICK	SF	<u>\$1.25</u>

4	INSTALL NEW 6" 26 GA. EAVEDRIP METAL	LF	<u>\$4.00</u>
5	INSTALL NEW 24 GA VALLEY METAL 16" S/O	LF	<u>\$10.00</u>
6	INSTALL NEW SOIL PIPE FLASHING UP TO 6"	EA	<u>\$60.00</u>
7	INSTALL NEW RIDGE VENT. SHINGLE OVER	LF	<u>\$10.50</u>
8	INSTALL BASE WALL FLASHING: 12" S/O	LF	<u>\$12.50</u>
9	INSTALL NEW COUNTER FLASHING: 8" S/O	LF	<u>\$11.50</u>
10	INSTALL NEW OFF RIDGE VENT: 6'	EA	<u>\$225.00</u>
11	INSTALL FLASHING AT PIPE. UP TO 12"	EA	<u>\$175.00</u>
12	INSTALL HIP & RIDGE CAP:	LF	<u>\$6.50</u>
13	INSTALL 25 YEAR 3 - TAB SHINGLES	SQ	<u>\$250.00</u>
14	INSTALL LIFETIME ARCHITECTURAL SHINGLES:	SQ	<u>\$300.00</u>
15	UPGRADE TO SPECIALTY SHINGLES MATERIAL ONLY COST+ _____	%	<u>10.00%</u>

XXVI. NEW ROOFING: 24 GA. STANDING SEAM METAL ROOFING UP TO 8/12

FURNISH ALL MATERIAL AND:

1	INSTALL NEW SYNTHETIC UNDERLAYMENT: (TITANTIUM-UDL OR OWNER APPROVED EQUAL)	SF	<u>\$0.55</u>
2	INSTALL NEW 60 MIL PEEL & STICK:(TAMKO METAL & TILE OR OWNER APPROVED EQUAL)	SF	<u>\$1.25</u>
3	INSTALL NEW 24 GA. ROOF EDGE: 8" S/O	LF	<u>\$6.50</u>
4	INSTALL NEW 24 GA. GABLE TRIM: 12" S/O	LF	<u>\$10.50</u>
5	INSTALL NEW 24 GA. WALL FLASHING: 12" S/O	LF	<u>\$10.50</u>
6	INSTALL NEW 24 GA. PITCH CHANGE FLASHING: 30" S/O	LF	<u>\$12.50</u>
7	INSTALL NEW 24 GA. COUNTER FLASHING: 8' S/O	LF	<u>\$8.00</u>
8	INSTALL NEW 24 GA. VALLEY METAL: 36" S/O	LF	<u>\$22.00</u>
9	INSTALL NEW 24 GA. HIP FLASHING: 24" S/O	LF	<u>\$19.00</u>

10	INSTALL NEW 24 GA. RIDGE CAP: 24" S/O	LF	<u>\$19.00</u>
11	INSTALL NEW 24 GA. FASCIA METAL: 12" S/O	LF	<u>\$9.00</u>
12	INSTALL NEW SOIL PIPE FLASHING UP TO 6"	EA	<u>\$95.00</u>
13	INSTALL NEW ROUND PIPE FLASHING: UP TO 12"	EA	<u>\$150.00</u>
14	INSTALL RETROFIT METAL FRAMING SYSTEM COST + _____	%	<u>10.00%</u>
15	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (BERRIDGE CEE-LOCK OR OWNER APPROVED EQUAL)	SF	<u>\$4.25</u>
16	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (ENGLERT 2500 MECHANICALLY SEAMED OR OWNER APPROVED EQUAL)	SF	<u>\$5.50</u>
17	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (ENGLERT 1101 SNAP-LOCK OR OWNER APPROVED EQUAL)	SF	<u>\$3.75</u>
18	INSTALL NEW 24 GA. MECHANICALLY ATTACHED ROOF PANELS (EXPOSED FASTENERS SYSTEM)	SF	<u>\$3.25</u>

XXVII. NEW ROOFING: 24 GA. STANDING SEAM METAL ROOFING

8/12 SLOPE AND ABOVE

FURNISH ALL MATERIAL AND:

ALL METAL TO HAVE KYNAR 500 FINISHES

1	INSTALL NEW SYNTHETIC UNDERLAYMENT: (TITANTIUM-UDL OR OWNER APPROVED EQUAL)	SF	<u>\$1.25</u>
2	INSTALL NEW 60 MIL PEEL & STICK: (TAMKO METAL & TILE OR OWNER APPROVED EQUAL)	SF	<u>\$2.00</u>
3	INSTALL NEW 24 GA. ROOF EDGE: 8" S/O	LF	<u>\$11.00</u>
4	INSTALL NEW 24 GA. GABLE TRIM: 12" S/O	LF	<u>\$14.50</u>
5	INSTALL NEW 24 GA. WALL FLASHING: 8" S/O	LF	<u>\$12.50</u>
6	INSTALL NEW 24 GA. PITCH CHANGE FLASHING: 30" S/O	LF	<u>\$15.00</u>
7	INSTALL NEW 24 GA. COUNTER FLASHING: 8' S/O	LF	<u>\$12.50</u>
8	INSTALL NEW 24 GA. VALLEY METAL: 36" S/O	LF	<u>\$25.50</u>
9	INSTALL NEW 24 GA. HIP FLASHING: 24" S/O	LF	<u>\$24.50</u>

10	INSTALL NEW 24 GA. RIDGE CAP: 24" S/O	LF	<u>\$24.50</u>
11	INSTALL NEW 24 GA. FASCIA METAL: 12" S/O	LF	<u>\$14.50</u>
12	INSTALL NEW SOIL PIPE FLASHING UP TO 6"	EA	<u>\$125.00</u>
13	INSTALL NEW ROUND PIPE FLASHING: UP TO 12"	EA	<u>\$200.00</u>
14	INSTALL RETROFIT METAL FRAMING SYSTEM	COST + _____	% <u>10.00%</u>
15	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (BERRIDGE CEE-LOCK OR APPROVED EQUAL)	SF	<u>\$5.25</u>
16	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (ENGLERT 2500 MECHANICALLY SEAMED OR OWNER APPROVED EQUAL)	SF	<u>\$6.00</u>
17	INSTALL NEW 24 GA. STANDING SEAM ROOFING: (ENGLERT 1101 SNAP-LOCK OR OWNER APPROVED EQUAL)	SF	<u>\$4.00</u>
18	INSTALL NEW 24 GA. MECHANICALLY ATTACHED ROOF PANELS (EXPOSED FASTENERS SYSTEM)	SF	<u>\$3.75</u>

XXVIII. ROOF COATING ER SYSTEMS

METAL ROOF RESTORATION

FURNISH ALL MATERIAL AND:

1	INSTALL LIQUID ACRYLIC/POLYURETHANE ROOF COATING SYSTEM AS REQUIRED TO ACHIEVE A 10 YEAR WARRANTY	SF	<u>\$3.65</u>
2	INSTALL LIQUID ACRYLIC/POLYURETHANE ROOF COATING SYSTEM AS REQUIRED TO ACHIEVE A 15 YEAR WARRANTY	SF	<u>\$3.95</u>

FLAT ROOF RESTORATION

1	INSTALL LIQUID POLYURETHANE ROOF COATING SYSTEM AS REQUIRED TO ACHIEVE A 10 YEAR WARRANTY	SF	<u>\$4.75</u>
2	INSTALL LIQUID POLYURETHANE ROOF COATING SYSTEM AS REQUIRED TO ACHIEVE A 15 YEAR WARRANTY	SF	<u>\$5.50</u>

B. GENERAL CONSTRUCTION

I. DIVISION 01 GENERAL CONDITIONS

1	PROVIDE ENGINEERING/CONSULTANT SERVICES COST +	_____	% <u>10.00%</u>
2	PROVIDE CAD DRAWINGS HOURLY RATE		HR <u>\$85.00</u>

3	PROJECT MANAGER HOURLY RATE		HR	<u>\$55.00</u>
4	SUPERINTENDENT HOURLY RATE		HR	<u>\$55.00</u>
5	FOREMAN HOURLY RATE		HR	<u>\$45.00</u>
6	CARPENTER HOURLY RATE		HR	<u>\$37.50</u>
7	SKILLED LABOR HOURLY RATE		HR	<u>\$30.00</u>
8	UNSKILLED LABOR HOURLY RATE		HR	<u>\$24.00</u>
9	TRUCK TRIP		EA	<u>\$50.00</u>

II. DIVISION 02 SITE WORK

1	SITE PREPARATION (NECESSARY FILL)		CY	<u>\$12.50</u>
2	SITE PREPARATION (NECESSARY SEEDING)		SF	<u>\$0.25</u>
3	SITE PREPARATION (NECESSARY SOD)		SF	<u>\$0.68</u>
4	EQUIPMENT RENTAL	COST +	%	<u>10.00%</u>
5	EQUIPMENT OPERATOR HOURLY RATE		HR	<u>\$40.00</u>

III. DIVISION 03 CONCRETE

1	CONCRETE AS PER DESIGN	COST +	%	<u>10.00%</u>
2	REINFORCEMENT WIRE 6" X 6" 10 GAUGE W/ SUPPORT		SF	<u>\$0.50</u>
3	INSTALL 6 MIL VISQUEEN		SF	<u>\$0.12</u>
4	INSTALL RE-BAR UP TO #5 (3,4,5)		LF	<u>\$1.00</u>
5	INSTALL RE-BAR UP TO #8 (6,7,8)		LF	<u>\$1.75</u>
6	LABOR TO PLACE AND FINISH CONCRETE UP TO 6" THICK		SF	<u>\$1.00</u>
7	LABOR TO SAW CUT EXPANSION JOINTS		LF	<u>\$0.25</u>

IV. DIVISION 04 MASONRY

1 INSTALL CMU AND ASSOCIATED ITEMS COST + _____ % 10.00%

V. DIVISION 05 METALS

1 INSTALL PRE-ENGINEERED METAL BUILDINGS COST + _____ % 10.00%

2 INSTALL METAL STUD FRAMING COST + _____ % 10.00%

3 INSTALL METAL TRUSSES COST + _____ % 10.00%

4 INSTALL PRE-ENGINEERING AWNING/CANOPY COST + _____ % 10.00%

VI. DIVISION 06 WOOD AND PLASTICS

1 INSTALL OR FURNISH AS PER OWNER DIRECTION COST + _____ % 10.00%

VII. DIVISION 07 THERMAL & MOISTURE PROTECTION

1 INSTALL OR FURNISH AS PER OWNER DIRECTION COST + _____ % 10.00%

VIII. DIVISION 08 DOORS & WINDOWS

1 INSTALL/FURNISH DOORS AS PER OWNER DIRECTION COST + _____ % 10.00%

2 INSTALL /FURNISH WINDOWS AS PER OWNER DIRECTION COST + _____ % 10.00%

IX. DIVISION 09 FINISHES

1 INSTALL FINISHES AS PER OWNER DIRECTION COST + _____ % 10.00%

X. DIVISION 10 SPECIALTIES

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % 10.00%

XI. DIVISION 11 EQUIPMENT

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % 10.00%

XII. DIVISION 12 FURNISHINGS

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % 10.00%

XIII. DIVISION 13 SPECIAL CONSTRUCTION

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % 10.00%

XIV. DIVISION 14 CONVEYING SYSTEMS

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % 10.00%

XV. DIVISION 15 MECHANICAL

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % 10.00%

XVI. DIVISION 16 ELECTRICAL

1 INSTALL OR FURNISH AND PER OWNER DIRECTION COST + _____ % 10.00%

Agenda Item No. 5

Item: Authorization to execute Municipal SCOP grant application.

Description: The Town of Branford has been applying for FDOT SCOP grants for road improvements. As with previous projects, County staff administers the contracts once awarded. The grant applications also require the County administrator's signature.

Requested Action: Authorize County administrator to sign Municipal SCOP grant documents.

Agenda Item No. 6

Item:

Authorize procurement of a Weiler TT600 Tack Distributor for the Public Works Department construction crew.

Description:

The Board approved the purchase of a paving machine at the 12/21/2021 meeting to support paving of some roads by county personnel. The use of a tack distributor to spread tack/adhesion material is a vital component during the asphalt paving process. This is a request to authorize the procurement of a 600-gallon tack distributor from Ring Power utilizing competitively bid Sourcewell Contract #052417-WLR for the annual payment amount of \$6,576.53. Contract includes 5 annual payments with a \$1.00 purchase price at the end of 5 years

Budget Impact: \$6,576.53 to be funded from budgeted amounts for repairs to CR-250, CR-137, and CR 10-A.

Requested Action:

Authorization for the County Administrator to execute all associated lease documentation from Ring Investments for procurement of an LLC TT660 Tack Distributor in the annual amount of \$6,576.53 (5-year lease term) pending review by the County Attorney

Ring Power

Ring Power Corporation
 390 SW Ring Court
 Lake City, Florida 32025

QUOTE PER SOURCEWELL CONTRACT

Quote Prepared For:
 Suwannee County
 Sourcewell Member # 41949

2/1/2022

(1) NEW WEILER TT600 TACK DISTRIBUTOR

CONTRACT DETAILS

Sourcewell Contract Contract # 052417-WLR Maturity Date: October 2, 2022
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BASE SPECIFICATIONS

TT600-001	WEILER T600 TACK TRAILER 600 GALLON BASE UNIT	\$26,160
	6000 LB AXLES WITH ELECTRIC BRAKES	INCL
	9.5 HP KOHLER ENGINE WITH ELECTRIC START	INCL
	HYD. PUMP DRIVE W/ REVERSIBLE HD HELICAL GEAR PUMP	INCL
	8" DIAMETER S-SHAPED HEATING FLUE	INCL
	150,000 BTU PROPANE HEATER W/ FLAMEOUT PROTECTION	INCL
	10" SAFETY FILL LID W/ 3 psi RELIEF, 21" OPENING	INCL
TT600-118	REMOTE SPRAY BAR	\$2,078
TT600-060	12' FOLDING SPARY BAR WITH MANUAL VALVE GROUP	\$1,550
TT600-012	PINTLE HITCH & BALL 2 5/16" GROUP	\$164
TT600-601	US ENGLISH LANGUAGE & DECAL GROUP	<u>\$90</u>
	SUBTOTAL	\$30,042
	LESS 10% WEILER SOURCEWELL CONTRACT DISCOUNT	<u>(\$3,004)</u>
	TOTAL OF WEILER BASE SPECIFICATION PRICE	\$27,038

WARRANTY

	12 MONTHS UNLIMITED HOURS	INCL
	FREIGHT MATRIX	\$2,200
	PREP & SET UP	<u>\$1,400</u>
	TOTAL SOURCEWELL TRANSACTION PRICE	\$30,638

FINANCE LEASE PROPOSAL

5 YEARS

ANNUAL ADVANCE PAYMENT: \$ 6,576.53

PURCHASE OPTION: \$ 1.00

Best regards,

Todd Sandlin
Vice President / Regional Manager
Ring Power Corporation

Agenda Item No. 7

Approval of senior management classification for economic development.

2018 Florida Statutes

SECTION 055

Senior Management Service Class.

121.055 Senior Management Service Class.—There is hereby established a separate class of membership within the Florida Retirement System to be known as the “Senior Management Service Class,” which shall become effective February 1, 1987.

(1)(a) Participation in the Senior Management Service Class shall be limited to and compulsory for any member of the Florida Retirement System who holds a position in the Senior Management Service of the State of Florida, established by part III of chapter 110, unless such member elects, within the time specified herein, to participate in the Senior Management Service Optional Annuity Program as established in subsection (6).

(b)1. Except as provided in subparagraph 2., effective January 1, 1990, participation in the Senior Management Service Class is compulsory for the president of each community college, the manager of each participating municipality or county, and all appointed district school superintendents. Effective January 1, 1994, additional positions may be designated for inclusion in the Senior Management Service Class if:

a. Positions to be included in the class are designated by the local agency employer. Notice of intent to designate positions for inclusion in the class must be published once a week for 2 consecutive weeks in a newspaper of general circulation published in the county or counties affected, as provided in chapter 50.

b. Up to 10 nonelective full-time positions may be designated for each local agency employer reporting to the department; for local agencies with 100 or more regularly established positions, additional nonelective full-time positions may be designated, not to exceed 1 percent of the regularly established positions within the agency.

c. Each position added to the class must be a managerial or policymaking position filled by an employee who is not subject to continuing contract and serves at the pleasure of the local agency employer without civil service protection, and who:

(I) Heads an organizational unit; or

(II) Has responsibility to effect or recommend personnel, budget, expenditure, or policy decisions in his or her areas of responsibility.

Agenda Item No. 8

Item:

Approval of lease and enabling resolution for CAT 926 Wheel Loader for the Public Works Department construction crew.

Description:

The Board approved the procurement of the CAT 926-wheel loader for the Road Construction crew at the 12/21/2021 meeting. The lease agreement documentation sent from CAT Financial includes the requirement of an enabling resolution. Since previous lease agreements did not incorporate a resolution as part of the agreement, this request is for approval of the agreement and the resolution.

Budget Impact: Budgeted item

Requested Action:

- Approval of CAT Financial lease agreement for 926 wheel loader in the annual amount of \$25,778 (5-year lease term)
- Approval of the associated enabling resolution for the for 926 wheel loader

NEXT STEPS >>>



1. Complete and sign all documents in this package.
2. Submit completed and signed documents by clicking FINISH at the end of your documents.
3. Once you receive a confirmation email stating all parties have signed, open your executed document package.
4. The highlighted fields below will be populated with the account information you need to register your account with MyCatFinancial.

WELCOME TO MYCATFINANCIAL

- Go to <https://mycatfinancial.com>
 - Select your country and language
 - Click LOG IN or REGISTER your account

TO REGISTER:

- Contract Number 001-70065279
- Serial Number W5L01965
- Effective (commencement) Date

- Enjoy MyCatFinancial features. Including:
 - 24/7 access to accounts/contracts
 - Make/manage payments
 - Calculate payoffs
 - View invoices, tax information, & amortization schedules



REGISTER FOR DIRECT PAY

It's fast. It's free. It's easy. Most importantly. It's safe.

1. Click the **MANAGE DIRECT PAY** tile on the home page of MyCatFinancial. You can also access through your profile in the top right corner.
2. Select the contracts you would like to register for Direct Pay and click **ENROLL**.
3. Enter your banking information for the auto-debit.
4. Direct Pay will auto-debit your bank account each month.



These documents were prepared especially for:

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
 13150 80TH TERRACE
 LIVE OAK, FL 32060-8822

Dealer: RING POWER CORPORATION, D350
 Date: 02/02/2022 Time: 10:26:41 AM Comments:

Customer Executed Documents **Comments**

- Government - Local _____
- Lease Return Conditions _____
- Delivery Supplement _____
- Insurance- Liability and Physical Damage _____
- Advance Payment (cross out if N/A) _____
- Guaranty of Payment (cross out if N/A) _____
- Tax Exemption Certif. (cross out if N/A) _____
- Title applied for (cross out if N/A) _____
- Customer Information Verification _____
- Any necessary Riders/Amendments _____
- CVA DOC SELECTION FORM PROMISE TO PAY ADDENDUM
(Multiple CVA offers at Doc Gen) _____
- FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen) _____
- FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen) _____
- PROMISE TO PAY ADDENDUM TO TAX LEASE (Customer Accepted
CVA before Doc Gen) _____
- Other _____
- Request for Minutes _____
- Opinion of Counsel _____
- Governmental Resolution to Lease, Purchase, and/or Finance _____
- Non ? Appropriations Addendum _____

Dealer Executed Documents **Comments**

- Purchase Agreement _____
- Dealer Invoice _____
- All Credit Conditions Met _____

*If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.



1. PARTIES

LESSOR (“we”, “us”, or “our”):

CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203

LESSEE (“you” or “your”):

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
 13150 80TH TERRACE
 LIVE OAK, FL 32060-8822

In reliance on your selection of the equipment described below (each, a “Unit”), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL RENT This is due per period, as stated below in section 4.	OPTION PURCHASE PRICE Payment at end of lease for purchase of Unit (see Section 18).	MAX ANNUAL HOURS/MILEAGE Maximum annual usage of Unit (see Return Agreement).	DELIVERY DATE Enter date machine was delivered to you.
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1 New 2022 Caterpillar 926M Small Wheel Loader	W5L01965	\$25,778.08	\$76,860.00	1000	
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LOCATION OF UNITS: 13150 80TH TERRACE
 LIVE OAK, FL 32060-8822

You acknowledge that the Units described above were delivered to you in good working condition and that you accepted them on the date indicated.

The Lease Return Conditions agreement (“Return Agreement”) submitted by you to us for each Unit is made a part of and incorporated into this Lease.

SIGNATURES

By signing this Lease, you certify that you have received and read this Lease, including the following 4 pages titled “Terms and Conditions”, which make up part of this Lease, and all the other Lease Documents, including Schedule A and each Return Agreement.

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (Print) _____

Title _____

Date _____

LESSEE:

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

Signature _____

Name (Print) Randy Harris

Title Suwannee County Administrator

Date 2/15/2022

TERMS AND CONDITIONS

- 3. Lease Term** The Lease Term will start on the date we sign the Lease and will continue for 60 months, unless earlier terminated or canceled as permitted herein.
- 4. Rent** You will pay us the Annual Rent beginning on the date we sign this Lease and on the same date of each year thereafter for the entire Lease Term. Annual Rent will be due without demand. You will also pay us all other amounts payable under the terms of this Lease and under any other document executed in connection with this Lease, including each Return Agreement (the "Lease Documents") ("Other Payments", and together with the Monthly Rent, collectively, the "Rent"). You will pay the Rent to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. **You agree this Lease constitutes a non-cancelable net lease. You also agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier (as defined below), the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.**
- 5. Late Charges** If we do not receive a Rent payment on the date it is due, you will pay us, on demand, a late payment charge equal to five percent (5%) of the late Rent payment.
- 6. Disclaimer of Warranties** You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or the seller of the Units. WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR TO ANY UNIT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH UNIT IS LEASED "AS IS, WHERE IS." WE MAKE NO WARRANTIES AS TO THE QUALITY OF MATERIALS OR WORKMANSHIP OR THAT THE MATERIALS OR WORKMANSHIP COMPLY WITH THE TERMS OF ANY PURCHASE ORDER OR AGREEMENT. WE EXPRESSLY DISCLAIM, AND YOU WAIVE ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY UNIT OR THIS LEASE, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY THAT ANY UNIT IS MERCHANTABILITY; (B) ANY IMPLIED WARRANTY THAT ANY UNIT IS FIT FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT; AND (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY UNIT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY UNIT, FOR ANY LIABILITY TO ANY THIRD PARTY, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT. Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit). You agree to pursue only these third parties for any and all claims concerning any Unit except as to ownership and title. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.
- 7. Possession, Use, and Maintenance** (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws and regulations, including the rules or limits on idling, fleet average or site based exhaust emissions, or operational limitations, for which you have sole responsibility for compliance. (b) You will not abandon a Unit. (c) You will not sublease a Unit or permit the use of a Unit by anyone other than you. (d) You will not change the use of a Unit from that specified in the Return Agreement, without our prior written consent. (e) You will not change the Location of a Unit from that specified above without providing us with prompt written notice of such change. (f) You will not remove a Unit from the United States. (g) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, or encumbrance on any of your rights under this Lease or with respect to a Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right (but not the obligation) to inspect each Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter a Unit or affix any accessory or equipment to a Unit if doing so will impair its originally intended function or use or reduce its value. You will not make any "non-severable" addition (as defined for federal income tax purposes) to a Unit without our prior written consent. If added to a Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. If an Event of Default has occurred and is continuing, all parts, accessories, and equipment affixed to a Unit will become our property.
- 8. Taxes** Rent includes all taxes arising from, or due in connection with, this Lease or the Units. You will pay when due, or promptly reimburse us for payment of, all taxes (other than our federal, state, or local net income taxes) imposed on a Unit, or the Rent. You will also pay or reimburse us for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated in clauses (i) and (ii) that are imposed in connection with the ownership, possession, use, or lease of a Unit from the time we purchase the Unit until it is returned to us or purchased by you. You will remain responsible for the payment, or reimbursement of, any such charges, regardless of when we receive notice of the charge. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. Except as provided in this section, you agree that we are entitled to receive any and all federal, state, or local tax credits and benefits, if any, applicable to a Unit. We are entitled to income tax depreciation deduction for each Unit based on the use as described in the Return Agreement.
- 9. Tax Indemnity** This Lease is entered into on the basis that we are entitled to claim certain depreciation deductions on the Units in accordance with Section 168(a) of the Internal Revenue Code of 1986, as amended, (the "Code") based upon the applicable depreciation method and recovery period specified in Code Sections 168(b) and (c), and to similar state and local income tax deductions (collectively, the "Tax Benefits"). Our classification of a Unit under Code Section 168(e), our determination of the applicable depreciation method and recovery period, and our claim for an entitlement to the Tax Benefits are based solely upon your representations in Section 7 and the applicable Return Agreement. If we do not receive nor retain all of the Tax Benefits anticipated with respect to any Unit (a "Tax Loss"), because (a) of a change in the US federal income tax rate, (b) you move any Unit outside the United States, or (c) you use any Unit for a different purpose than stated in the applicable Return Agreement; you will pay us, within thirty (30) days after we provide you written notice of such Tax Loss, an amount which, in our opinion, will cause our net after-tax rate of return over the Lease Term in respect to the Unit to equal the net after-tax rate of return we would have realized if such Tax Loss had not occurred. For purposes of this section, we may be included in any affiliated group (within the meaning of Section 1504 of the Code) of which we are a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.
- 10. Loss or Damage** (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur,

you will not be released from your obligations under the Lease or any other Lease Document. (b) You will provide prompt, written notice to us of any Total Loss (as defined below) or any material damage to any Unit. Any such notice will include any damage reports provided to any governmental authority, an insurer, or the Supplier, and any documents pertaining to the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Total Loss, to restore the Unit to the condition required by this Lease. (d) A Unit has incurred a "Total Loss" upon: (i) the disappearance, theft or destruction or any other total loss of such Unit; (ii) damage to the Unit that is uneconomical to repair; or (iii) the condemnation, confiscation, or other taking of title to or use of a Unit or the imposition of any lien on such Unit by any governmental authority. On the next Rent due date following a Total Loss (a "Loss Payment Date"), you will pay us the Monthly Rent due on that date plus the Casualty Loss Value of the Unit with respect to which the Total Loss has occurred (the "Lost Units"), together with any Other Payments due with respect to the Lost Units. Until such payment is made, you will continue to pay us the Monthly Rent on the due dates set forth in Section 4. Upon making the full payment required on the Loss Payment Date, your obligation to pay future Monthly Rent on the Lost Units will terminate, but you will remain liable for all Monthly Rent and all Other Payments on any remaining Units. Furthermore, upon receipt of the full payment required on the Loss Payment Date, we convey to you all of our right, title, and interest in the Lost Units, "AS IS WHERE IS", but subject to the requirements of any third party insurance carrier in order to settle an insurance claim. "Residual Value" means the future fair market value of a Unit at the end of the Lease Term (determined at Lease inception). "Casualty Loss Value" means the sum of: (i) the discounted present value of all unpaid future Rent for the Lost Units; (ii) the discounted present value of the Lost Unit's Residual Value as determined by us; and (iii) all other amounts then due under this Lease with respect to the Lost Units (including all Other Payments then owing and unpaid). If the Total Loss occurs after the final Rent due date of the Lease Term, the Casualty Loss Value will be determined as of the last Monthly Rent due date during the Lease Term. (e) We are not required to pursue any claim against any person in connection with a Total Loss or other loss or damage. (f) If we receive a payment under an insurance policy required under this Lease in connection with any Total Loss or other loss or damage to a Unit, and such payment is both unconditional and infeasible, then provided you have complied with the applicable provisions of this section, we will either (i) if the payment results from a Total Loss, send you proceeds up to an amount equal to the Casualty Loss Value you previously paid us, or credit the proceeds against any amounts you owe us or (ii) if the payment results from repairs made pursuant to Section 10(c), send you proceeds up to an amount equal to the amount of your actually incurred costs of repair.

11. Waiver and Indemnity You release and agree to indemnify, defend, and keep harmless, us (including any assignee of ours) and our directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all Claims (defined below) (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims, when and as they become due. We will give you prompt notice of a Claim. You are entitled to control the defense of or to settle a Claim, so long as: (a) no Event of Default has occurred and is then continuing; (b) you are financially capable of satisfying your obligations under this section; and (c) we approve your proposed defense counsel. "Claims" means all claims, allegations, judgments, settlements, suits, actions, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), and charges that we incur or for which we are or may be responsible, in the nature of interest, liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense of any Claim, whether or not the Claim is ultimately defeated, or enforcing the rights, remedies, or indemnities provided for hereunder, or otherwise available at law or in equity to us), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person. Claims include any of the foregoing arising from: (i) a Lease Document; (ii) a Unit, including the contents and any regulated or hazardous substances at any time contained in a Unit or emitted from a Unit, (iii) the premises at which any Unit may be located from time to time; (iv) the ordering, acquisition, delivery, installation, or rejection of a Unit; (v) the possession of a Unit or any property to which the Unit may be attached

US Tax Lease (CAT Value Option)

from time to time; (vi) the maintenance, use, condition, ownership or operation of any Unit, during the Lease Term; (vii) the existence of a latent or other defect (whether or not discoverable by you or us) with respect to a Unit; (viii) any Claim in tort for negligence or strict liability in relation to a Unit; (ix) any Claim for patent, trademark or copyright infringement in relation to a Unit; (x) the Total Loss or damage, return, surrender, sale, or other disposition of any Unit or any part thereof; or (xi) any Claim involving or alleging environmental damage, or any criminal or terrorist act, relating in any way to a Unit. To the extent necessary under law or regulation, in order to eliminate liability for us, we transfer and you accept the transfer from us of any and all liability associated with exhaust emissions in connection with the Units. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by us or our directors, officers, employees, agents, or assigns in defending such claims or in enforcing this section. Under no condition or cause of action will we be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

12. Insurance You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for an amount at least equal to the then-applicable Casualty Loss Value. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. The insurance shall be primary, without the right of contribution from any insurance carried by us. You must promptly notify us of any occurrence that may become the basis of a claim. You must also provide us with all requested pertinent data. Upon demand, you must promptly deliver to us evidence of insurance coverage. Notwithstanding anything to the contrary, you acknowledge and authorize us to receive the return of any unearned premiums, including without limitation any refunds resulting from cancellation, nonrenewal, voidance or adjustment of your insurance policy financed with us, if the policy is underwritten by Caterpillar Insurance Company or its affiliates. You agree that such unearned premiums are being forwarded on your behalf, credited to you and will be applied by us to any unpaid balances on your account.

13. Events of Default Each of the following is an event of default ("Event of Default"): (a) You fail to make a payment when due. (b) A representation or warranty made to us in connection with this Lease is incorrect or misleading. (c) You fail to observe or perform a covenant, agreement, or warranty and the failure continues for ten days after written notice to you. (d) A default occurs under any other agreement between you or a guarantor of this Lease (each a "Guarantor") and us or an affiliate of ours. (e) You, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors. (f) Any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within thirty days after filing or appointment. (g) There is a material adverse change in your, or a Guarantor's, financial condition, business operations or prospects. (h) There is a termination, breach, or repudiation of a Guarantor's guaranty. (i) There is a breach in any respect of any covenant or agreement in Section 18 hereof.

14. Remedies (a) If an Event of Default occurs, we will have the rights and remedies provided by this Lease and under the Uniform Commercial Code ("UCC") and any other law. Among these rights and remedies are to: (i) proceed at law or in equity, to enforce specifically your performance or to recover damages; (ii) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations, (iii) require you to assemble Units and make them available to us at a place we designate; (iv) enter premises where a Unit may be located and take immediate possession of such Unit and remove (or disable in place) such Unit (and any unattached parts) without notice, liability, or legal

process; (v) use your premises for storage without liability; (vi) sell or lease any of the Units, whether or not in our possession, at public or private sale, with or without notice to you, and apply or retain the net proceeds of such disposition in accordance with this Lease; (vii) enforce any or all of the preceding remedies with respect to any related collateral, and apply any deposit or other cash collateral, or any proceeds of any such collateral, at any time to reduce any amounts you owe us; (viii) demand and recover from you all Liquidated Damages (as defined below) and all Other Payments whenever they are due; and (ix) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Customer Service Agreement, or similar agreement, we may cancel the agreement on your behalf and receive the refund of the fees that we financed but had not received from you as of the date of the Event of Default. As used herein, "Liquidated Damages" means the liquidated damages (all of which, you hereby acknowledge, are damages to be paid in lieu of future Monthly Rent and expected Residual Values and are reasonable in light of the anticipated harm arising by reason of an Event of Default, and are not a penalty) described in the first sentence of parts (i) or (ii) of Section 14(b) below, depending upon the recovery and disposition of the Units.

(b) If an Event of Default occurs and:

(i) we recover a Unit and dispose of it by a lease or elect not to dispose of the Unit after recovery, you will pay us on demand an amount equal to the *sum* of (A) any accrued and unpaid Rent as of the date we recover the Unit, *plus* (B) the present value as of such date of the total Monthly Rent for the then remaining Lease Term, *minus* (C) either (1) the present value, as of the commencement date of any substantially similar re-lease of the Unit, of the re-lease rent payable to us for the period, commencing on such commencement date, which is comparable to the then remaining Lease Term or (2) the present value of the "market rent" for such Unit (as computed pursuant to Article 2A of the UCC ("Article 2A")) in the continental United States as of the date on which we have a reasonable opportunity to remarket the Unit for the period, commencing on such date, which is comparable to the then remaining Lease Term, as applicable; provided, however, you acknowledge that if we are unable after a reasonable effort to dispose of the Unit at a reasonable price and pursuant to other reasonable terms, or the circumstances reasonably indicate that such an effort will be unavailing, the "market rent" in such event will be deemed to be \$0.00, but in the event that we do eventually re-lease or otherwise dispose of the Unit, we will apply the net proceeds of such disposition, to the extent received in good and indefeasible funds, as a credit or reimbursement, as applicable, in a manner consistent with the terms of this Lease and the applicable provisions of Article 2A. Any amounts discounted to present value, shall be discounted at the rate of three percent (3%) per annum, compounded annually;

(ii) you fail to return a Unit in the manner and condition required by this Lease, or we recover and sell the Unit, you will pay to us on demand an amount calculated as the Casualty Loss Value of the Unit (determined as of the next Monthly Rent payment date after the date of the Event of Default), together with all costs and expenses (as defined below), *less* a credit for any disposition proceeds, if applicable pursuant to the application provisions in the next sentence. If we demand the Liquidated Damages under this part (ii) and recover and sell the Unit, we will apply any proceeds received in good and indefeasible funds: first, to pay all costs and expenses not already paid; second, to pay us an amount equal to any unpaid Rent due and payable, together with the Liquidated Damages amounts specified in this part (ii), to the extent not previously paid; third, to pay us any interest accruing on the amounts covered by the preceding clauses, plus late charges, from and after the date the same becomes due, through the date of payment; fourth, to pay us an amount equal to any remaining obligations that you owe us under this Lease.

The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. You will remain liable for any deficiency and we will retain any excess after our exercise of these remedies. You agree to pay all charges, costs, expenses and reasonable attorney's fees incurred by us in enforcing this Lease. To the extent you are entitled to a refund from us, you agree we have the right to

offset any obligation that you have with us or our affiliates with such refund.

15. Return of Unit On expiration of the Lease Term or if we demand possession of a Unit pursuant to the terms of the Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and the applicable Return Agreement. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 7 and the applicable Return Agreement, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. You are obligated to pay holdover rent in the amount equal to 1/30th of the Monthly Rent plus any other costs and expenses for each day following the end of the Lease Term on any Unit that is not returned or purchased pursuant to the terms of this Lease.

16. Purchase Option At the expiration of the Lease, if no Event of Default has occurred and is continuing, you may choose to purchase any Unit for the Option Purchase Price set forth on the front of this Lease if this Lease includes an Option Purchase Price. In order to exercise a purchase option, you must send written notice to us at least sixty (60) days prior to the end of the Lease Term. Upon receipt of the Option Purchase Price and all other amounts owing under the Lease, plus any taxes or our other costs and expenses arising from the sale of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale without warranties except that the Unit is free of all encumbrances of any person claiming through us. You agree to purchase the Unit "**AS IS, WHERE IS, WITH ALL FAULTS.**" Any applicable purchase option must be exercised as of the last day of the Lease Term and it is not available during any holdover period. You agree with us that the Option Purchase Price, if set forth in Table A and identified as a Cat Value Option, is not less than the reasonably expected Residual Value (as defined in Section 10) of such Unit.

17. Your Assurances and Representations Each of us intends that: (i) this Lease constitutes a true "lease" and a "finance lease" as such terms are defined in Article 2A and not a sale or retention of a security interest; (ii) you have selected the "Supplier" (as defined in Article 2A) and have directed us to purchase each Unit from this Supplier; (iii) you were informed, before your execution of this Lease and are hereby informed in writing that you are entitled under Article 2A to the promises and warranties, including those of any third party, provided to us by the Supplier in connection with or as part of the purchase of the Units, and that you may communicate directly with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations on remedies relating thereto; and (iv) we are and shall remain the owner of each Unit (unless sold by us pursuant to any Lease Document), and you shall not acquire any right, title or interest in or to such Unit except the right to use it in accordance with the terms hereof.

You represent and warrant to us that: (a) You will use each Unit for business purposes only and not for personal, family or household use. (b) You will provide all financial information and reporting as we may reasonably require. (c) All credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete. (d) You will not change your name, principal place of business or primary residence and, if you are a business entity, your state of formation or form of business organization (including by merger, consolidation, reincorporation or restructure) without prior written notice to us. (e) We may share any of your information provided by you, or gathered by us, with any affiliate of ours that has or may extend credit to you. (f) You will not assign this Lease or any right or obligation under it without our prior written consent. (g) In the event any Unit is equipped with a Unit monitoring system such as Cat® Product Link, you agree not to remove, disable or impair the Unit monitoring system. You agree to permit Caterpillar Inc. and/or its subsidiaries or affiliates, including us (collectively "Caterpillar"), and/or Caterpillar dealers to access data concerning the Unit, its condition and its operation transmitted from the monitoring system. The information may be used: (1) to administer, implement and enforce the terms of this Lease (including any addendum hereto), (2) to recover the Unit if necessary, and/or (3) to improve or manage Caterpillar's products and services. You agree that information transmitted may include, among other things, the serial number, VIN, location, and operational and other data, including but not limited to fault

codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

You agree that messages regarding active transactions you have with us may be delivered by telephone call (whether prerecorded voice or autodialed or not) or sent via text message or SMS (whether autodialed / texted or not), or message sent through a social media or similar platform, to any landline or mobile phone number submitted in connection with the credit application process or subsequently as a business contact number for you. You agree to update your business contact information, including any mobile number submitted as a contact, with us if it changes during the duration of this Lease. You understand and agree that collections messaging may occur, even if you have registered certain preferences regarding a mobile number that is also a business contact number.

Caterpillar publishes its Data Governance Statement ("Data Governance Statement") covering matters relating to data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the Units. In addition, Caterpillar's Global Data Privacy Statement ("Privacy Statement") describes how Caterpillar collects, processes and shares information that relates to an identified or identifiable individual ("Personal Information") and rights that individuals might have under applicable data privacy laws. By entering into this Lease, Lessee agrees: (1) that it has received and reviewed the Data Governance Statement online at <https://www.caterpillar.com/datagovernance> and the Privacy Statement online at <https://www.caterpillar.com/dataprivacy>; (2) to the collection, use, disclosure and sharing of information, including personal information, as set forth in the Data Governance Statement and the Privacy Statement; and (3) that it will provide any individuals access to or a copy of the Data Governance Statement and the Privacy Statement before providing the individual's information to us or our affiliates. Lessee (or individuals representing Lessee) may also authorize and/or consent to the collection, use, disclosure and sharing of information and/or Personal Information in other agreements or documents with us, our affiliates or Caterpillar dealers, and nothing contained herein shall interfere with or affect such agreements or documents in any way.

You agree, at your expense, to do any act and execute, acknowledge, authorize, deliver, file, register, and record any documents that we deem desirable in our reasonable discretion to protect our title or rights in a Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents and authorize us to delegate these limited powers.

- 18. Sanctions** None of (a) you, or any of your respective directors, officers or employees, subsidiaries, or any Guarantor, or any beneficial owner of you or any Guarantor, or any person holding a controlling interest in you or any Guarantor (each, a "Relevant Person"), or (b) to your knowledge, having made reasonable enquiries, any agent of yours that will act in any capacity in connection with or benefit from this Lease (including any addendum hereto) and the leasing hereunder, is currently or at any time a Sanctioned Person.

"Sanctioned Person" means, at any time, (I) a person listed in any sanctions-related list of designated persons maintained by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or by the United Nations Security Council, the European Union, or any EU member state, or (II) any person owned or controlled by any such person or persons in aggregate.

No Unit or other proceeds received under the terms of this Lease will be used by you or any Guarantor, or any other Relevant Person, or to your knowledge, having made reasonable enquiries, by any of your agents, sublessees, or other users of the Unit, in violation of, or which shall cause us or our affiliates to be in violation of, any applicable laws,

rules, or regulations relating to (A) bribery or corruption, (B) anti-money laundering, (C) terrorism, (D) economic or financial sanctions, or (E) trade embargoes.

- 19. Assignment; Counterparts** We may assign, sell or encumber all or any part of this Lease, the Rent, and the Units with or without notice to you. THE RIGHTS OF ANY SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH YOU MAY HAVE AGAINST US. If requested by us, you will assist us in the assignment of any of our rights under this Lease. If requested by us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. In connection with any potential or actual assignment, you consent to the sharing of your credit file information, including personal information relating to your principals, with any potential assignee. Upon any assignment by us of our rights under this Lease, and except as may otherwise be provided herein, all references in this Lease to "Lessor", "we", "us", and "our" will mean the assignee. This Lease is for the benefit of, and is binding upon, your and our respective successors and assigns. Though multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged, and certified by us on the signature page as the original will constitute original chattel paper. A photocopy or facsimile of this Lease will be legally admissible under the "best evidence rule." A signed copy of this Lease and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

- 20. Effect of Waiver; Entire Agreement; Notices; Applicable Law** Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and the Lease Documents completely state our and your rights and supersedes all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles. You consent to the jurisdiction of any state or federal court located within the State of Tennessee. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS LEASE, THE OBLIGATIONS, OR THE UNITS.**

- 21. No Agency; Modification of Lease; Miscellaneous** No person or entity, including, without limitation, the supplier or the manufacturer of the Units, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in blanks including for example correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and limited to the maximum lawful amount. All obligations under this Lease survive the expiration or termination of the Lease if necessary to give full effect to the terms of this Lease.

PARTIES

LESSOR (“we”, “us” or “our”):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE (“you” or “your”):

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
13150 80TH TERRACE
LIVE OAK, FL 32060-8822

We and you agree to add the following paragraph to the Lease:

You represent and warrant to us that you (i) have sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and (ii) reasonably believe that funds can be obtained sufficient to make all rental payments during the term of the Lease. You hereby covenant that you will do all things reasonably within your power to obtain funds from which the rental payments may be made, including (i) providing for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and (ii) using your *bona fide* best efforts to have such portion of the budget approved. It is your intent to make rental payments for the full term of this Lease if funds are available therefor, and you represent that the use of the Units is essential to your proper, efficient and economic operation. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for rental payments due under this Lease, then you will immediately notify us of such occurrence and this Lease will terminate on the last day of the fiscal year for which appropriations were received. You will not incur any penalty or expense as a result of any such termination of this Lease, and you will have no obligation to make rental payments with respect to the remainder of the Lease, but you will be obligated to pay rental payments to the extent funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, you agree to return the Units to us pursuant to Section 15 of this Lease, and we will have all legal and equitable rights and remedies to take possession of the Units. Notwithstanding the foregoing, you agree that you will not cancel this Lease if any funds are appropriated for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units.

SIGNATURES

LESSOR

LESSEE

CATERPILLAR FINANCIAL SERVICES CORPORATION

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

Signature _____

Signature _____

Name (Print) _____

Name (Print) Randy Harris

Title _____

Title Suwannee County Administrator

Date _____

Date 2/15/2022



This Purchase Agreement is between **RING POWER CORPORATION** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 926M CATERPILLAR Small Wheel Loader	W5L01965		\$0.00	\$176,597.00

Lessee:
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS
13150 80TH TERRACE
LIVE OAK, FL 32060-8822

Subtotal	\$176,597.00
Federal Excise Tax	\$0.00
Other Tax	\$0.00
Total Purchase Price	\$176,597.00
Unit(s) Delivery Point:	
13150 80TH TERRACE	
LIVE OAK, FL 32060-8822	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

RING POWER CORPORATION

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Florida (the "State") authorize SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into certain contracts or related documents (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)
Randy Harris _____	Suwannee County Administrator _____
_____ _____	_____ _____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, Franklin White, of SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature	
Title	Chairman, Suwannee County Board of County Commissioners
Date	2/15/2022

February 15, 2022

Caterpillar Financial Services Corporation
2120 West End Avenue
Nashville, TN 37203

Re: Lease Agreement Contract Number 001-70065279 dated as of February 15, 2022 (the "Contract") to Lease one Cat 926 Wheel Loader, between Caterpillar Financial Services Corporation (Lessor) and Suwannee County, a political subdivision of the State of Florida, (the "County") as amended by that certain Addendum to Lease Contract dated as of February 15, 2022.

Gentlemen:

This firm is general counsel for the County. As counsel for the County, we have examined duly executed originals of the Contract, and based upon such examination and upon such other examination as we have deemed necessary or appropriate, we are of the opinion that:

1. The County is a public body corporate and politic, legally existing under the laws of the State of Florida. County is a political subdivision of the State of Florida as that term appears in Section 103 of the Internal Revenue Code of 1986, as amended, and the portion of rent identified as interest in the Contract will not be includable in the gross income of its recipient for federal tax purposes pursuant to applicable law and, as such, will be exempt from federal income taxes.
2. The Contract has been duly authorized, executed and delivered by County, pursuant to constitutional, statutory and/or home rule provision which authorized this transaction and the Resolution attached thereto. No further approval, consent or withholding of objections is required from any federal, State, or local governmental authority with respect to the entering into or performance by the County of the Contract and the transactions contemplated thereby.
3. The Contract is a legal, valid and binding obligation of County, enforceable in accordance with its terms.

4. The entering into and performance of the Contract and other related documents will not violate any judgment, order, law or regulation applicable to the County or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the County or the Equipment (as defined in the Contract) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the County is a party or by which it or its assets may be bound other than as contemplated in the Contract. County is in compliance with all applicable limitations restricting its ability to incur obligations, and the obligations County is incurring pursuant to the Contract will not exceed any such limitations.
5. The County has complied with applicable public bidding requirements.
6. Upon information and belief, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Resolution or the Contract.
7. The unit is personal property, and when subjected to use by the County, will not be or become fixtures under the laws of the State of Florida.
8. The signatures of the officers of County which appear on the Contract are true and genuine. We know said officers and know them to hold the offices set forth below their names.
9. This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Contract, but only with regard to matters specifically set forth herein.

Sincerely,

Prevatt Law Firm, PL

James W. Prevatt, Jr.
County Attorney



CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**.

You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 926M	Caterpillar Small Wheel Loader	W5L01965		\$176,597.00	\$9,535.00	\$2,122.16

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be \$9,535.00, which is \$1907.00 per year based upon the total equipment value of \$176,597.00.

- Method 1 I will finance the insurance premium, including finance charges, of \$2,122.16 per scheduled equipment payment. The finance charge is calculated at 5.65% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 I desire coverage for an initial 12 month term. I will pay the \$1907.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3 I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4 I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

Dealer Name: RING POWER CORPORATION

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: _____ Name (PRINT): Randy Harris

Title: Suwannee County Administrator Date: 2/15/2022

Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 001-70065279 **Dealer Name:** RING POWER CORPORATION
Customer's Name: SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
Address: 13150 80TH TERRACE
LIVE OAK, FL 32060-8822

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Value Including Tax
1. 926M	2022 Caterpillar Small Wheel Loader	W5L01965		\$176,597.00

B.W. Helvenston & Sons Inc.	Lee Harvard	
Insurance Agency	Insurance Agent's Name	
100 East Howard Street		
Street Address		
Live Oak	FL	32064
City	State	Zip
386-362-1818	386-362-6366	lharvard@windstream.net
Agent's Phone Number	Fax Number	E-mail Address

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

- To my existing policy number(s) FMIT 0579, which now provide the coverage required, or
- To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) Randy Harris

Title Suwannee County Administrator

Date 2/15/2022

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

**PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION **CHANGES TO CUSTOMER INFORMATION**

Customer Name: SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

Physical Address: 13150 80TH TERRACE
LIVE OAK, FL, 32060-8822

Mailing Address: 13150 80TH TERRACE
LIVE OAK, FL, 32060-8822

Equipment Location: 13150 80TH TERRACE
LIVE OAK, FL, 32060-8822

Business Phone: _____ 386-362-3276

E-mail Address: randyh@suwgov.org

The changes above apply to: Current Request for financing All active contracts

TAX INFORMATION

Tax Exempt YES** Non-Exempt

Asset outside the City limits Yes XX No _____

****A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

DIRECT PAY INFORMATION (Checking Account Information)

- I am currently on Direct Pay and authorize Direct Pay for this transaction. Please use my ACH information on file.
- I decline Direct Pay authorization at this time
- I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Direct Pay on:

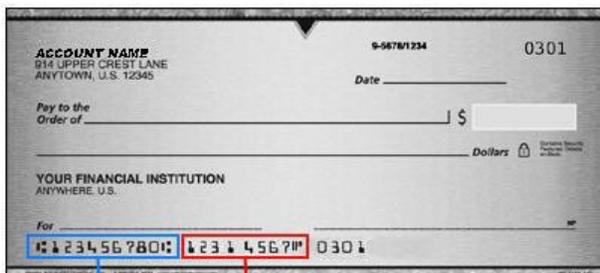
Bank Name _____

Routing Number _____ 9 digits

Account Number _____ 3-17 digits

Re-Enter Account Number _____ 3-17 digits

Account Name (exactly as it appears on Check) _____



Routing Number Account Number

Current Request for financing All active contracts (Does not apply to future transactions)

5:00 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a regular meeting and the following were present: Chairman Franklin White; Commissioner Don Hale; Commissioner Clyde Fleming; Commissioner Travis Land; and Commissioner Len Stapleton. Keith Gentry, Chief Finance Director; Logan Woods, Deputy Clerk; Randy Harris, County Administrator; and James W. Prevatt, Jr., County Attorney, were also present.

Chairman White called the meeting to order at 5:03 p.m. and asked Commissioner Fleming to lead the invocation and the Pledge of Allegiance to the Flag of the United States of America.

MINUTES:

The first item on the agenda was to approve the minutes of the December 7, 2021 Regular Meeting.

Commissioner Stapleton moved to approve the minutes of the December 7, 2021 Regular meeting as written. Commissioner Fleming seconded, and the motion carried unanimously.

CONSENT:

Items four, seventeen, and eighteen were pulled for discussion.

The second item on the agenda was to approve payment of \$1,926,406.03 in processed invoices.

The third item on the agenda was approval of and authorization for the Chairman to execute the Florida Fish and Wildlife Conservation Commissioner agreement (Agreement No. 20777) for repairs and improvements at the Peacock Lake Boat Ramp and Park through USFWS and FWC and authorize staff to execute documents as needed. **(Agreement No. 2022-19)**

The fourth item on the agenda was approval of a Termination of Construction Agreement with Salsar Construction, LLC for work associated with CR 137 Collection/Transmission Utility Extensions (Agreement No. 2021-82).

This item was pulled for discussion.

The fifth item on the agenda was approval of a letter in support of the North Florida Economic Development Partnership's application for a Rural Regional Development Grant from the Florida Department of Economic Opportunity.

The sixth item on the agenda was approval of a Subordination Agreement for Jessica Cozatt, State Housing Initiatives Partnership client. **(Agreement No. 2022-20)**

The seventh item on the agenda was approval of a Subterranean Termite Treatment Contract with Live Oak Pest Control for the Courthouse Annex, 215 Pine Avenue, Live Oak, FL. Budgeted item. **(Agreement No. 2022-21)**

The eighth item on the agenda was approval of a Subterranean Termite Treatment Contract with Live Oak Pest Control for the Fair Office, 1302 SW 11th Street, Live Oak, FL. Budgeted item. **(Agreement No. 2022-22)**

The ninth item on the agenda was approval of a Subterranean Termite Treatment Contract with Live Oak Pest Control for the Judicial Annex, 218 Parshley Street, Live Oak, FL. Budgeted item. **(Agreement No. 2022-23)**

The tenth item on the agenda was approval of a Subterranean Termite Treatment Contract with Live Oak Pest Control for the State Attorney's Office, 310 Pine Avenue, Live Oak, FL. Budgeted item. **(Agreement No. 2022-24)**

The eleventh item on the agenda was approval of a Subterranean Termite Treatment Contract with Live Oak Pest Control for Luraville EMS/Fire Station, 14884 SR 51, Live Oak, FL. Budgeted item.
(Agreement No. 2022-25)

The twelfth item on the agenda was approval of a Subterranean Termite Treatment Contract with Live Oak Pest Control for the Airport Maintenance Shop, 13302 80th Terrace, Live Oak, FL. Budgeted item.
(Agreement No. 2022-26)

The thirteenth item on the agenda was approval of a Subterranean Termite Treatment Contract with Live Oak Pest Control for the Suwannee County Economic Development Office, 220 Pine Avenue, SW, Live Oak, FL. Budgeted item. **(Agreement No. 2022-27)**

The fourteenth item on the agenda was appointment of George Burnham and reappointment of Ernest Sellers to serve on the Suwannee County Development Authority Board retroactively to April 30, 2021.

The fifteenth item on the agenda was authorization to procure a model 926-wheel loader from Ring Investments, LLC utilizing a Florida Sheriff's Association contract for an annual amount of \$25,778 (5-year lease term) and authorize the County Administrator to execute any associated documents, pending County Attorney review. Budgeted item.

The sixteenth item on the agenda was authorization to procure a Cat 140 Motor Grader from Ring Investments, LLC utilizing a Florida Sheriff's Association contract for an annual amount of \$41,077 (2-year lease term) and authorize the County Administrator to execute any associated documents, pending County Attorney review. Budgeted item.

The seventeenth item on the agenda was authorization to procure a Cat C4 Asphalt Roller from Ring Investments, LLC utilizing a Florida Sheriff's Association contract for an annual amount of \$14,408.67

(5-year finance to own term) and authorize the County Administrator to execute any associated documents, pending County Attorney review. Budgeted item.

This item was pulled for discussion.

The eighteenth item on the agenda was authorization to purchase a paving machine in the amount of \$167,459 utilizing budgeted funds for repairs to CR 250, CR 137, and CR 10-A. Purchase will utilize a Sourcewell competitively bid contract.

This item was pulled for discussion.

Commissioner Hale moved to approve consent items 2-3 and 5-16. Commissioner Land seconded, and the motion carried unanimously.

The fourth item on the agenda was approval of a Termination of Construction Agreement with Salser Construction, LLC for work associated with CR 137 Collection/Transmission Utility Extensions (see Agreement No. 2021-82).

Bo Hancock, 6135 Wiggins Road, asked if this agreement would cause any delay or impact to the bidding process or to Truelieve and other future companies that would utilize the utility extension. County Administrator Harris replied he did not foresee any delay in the bid process or any issues for Truelieve.

Commissioner Land moved to approve a Termination of Construction Agreement with Salser Construction, LLC for work associated with CR 137 Collection/Transmission Utility Extensions (see Agreement No. 2021-82). Commissioner Stapleton seconded, and the motion carried unanimously. (Agreement No. 2022-28)

The seventeenth item on the agenda was authorization to procure a Cat C4 Asphalt Roller from Ring Investments, LLC utilizing a Florida Sheriff's Association contract for an annual amount of \$14,408.67 (5-year finance to own term) and authorize the County Administrator to execute any associated documents, pending County Attorney review. Budgeted item.

Commissioner Fleming asked County Administrator Harris to address both items seventeen and eighteen. He asked whether the County had employees to run the equipment. County Administrator Harris replied that employees would be trained on how to use the new equipment, but he did not want the Road Department to focus solely on paving.

County Administrator Harris discussed road repair work and benefit of having a paving machine.

Commissioner Land questioned whether the paving machine could benefit chip seal roads that had heavy semi-trucks travel on them frequently by adding an asphalt layer to the roads. County Administrator Harris discussed efforts to combat issues with semi-trucks on chip seal roads and that they could probably use the paving equipment to add reinforcement.

Commissioner Fleming moved to approve items seventeen (authorization to procure a Cat C4 Asphalt Roller from Ring Investments, LLC utilizing a Florida Sheriff's Association contract for an annual amount of \$14,408.67 [5-year finance to own term] and authorize the County Administrator to execute any associated documents, pending County Attorney review) and eighteen (authorization to purchase a paving machine in the amount of \$167,459 utilizing budgeted funds for repairs to CR 250, CR 137, and CR 10-A, utilizing a Sourcewell competitively bid contract). Commissioner Land seconded, and the motion carried unanimously.

The eighteenth item on the agenda was authorization to purchase a paving machine in the amount of \$167,459 utilizing budgeted funds for repairs to CR 250, CR 137, and CR 10-A. Purchase will utilize a Sourcewell competitively bid contract.

This item was approved with item seventeen.

PROCLAMATIONS AND PRESENTATIONS:

The nineteenth item on the agenda was a presentation by Ellie Meyers.

Ellie Meyers, 21177 174th Street, discussed an FDOT wildlife management program and a resolution in support of the conservation of natural wildflowers along roadways. She discussed the benefits of wildflowers and adoption of the resolution, noting that the preservation of the wildflowers would not interfere with the mandated 6-foot mowing of the sides of roads. Although CR 51 and US 129 were listed in the resolution, the actual roads that the resolution would affect would be determined by the Florida Department of Preservation in conjunction with the County; the resolution would not apply to all roads.

County Administrator Harris added that although he was in support of the general idea of the resolution, there would be an issue with leaving wildflowers on some of the roads due to impact to vehicles' line-of-sight, and therefore only certain roads could be included for wildflower preservation. He further discussed mowing around the County and certain roads had to be mowed due to safety.

Ms. Meyers discussed a report included in the resolution packet that addressed safety issues and that the impact of taller wildflowers was insignificant. She reiterated that the Board would just approve a general resolution, and that the specific roads would be determined a later date.

Much discussion ensued on County road right-of-way widths, that the actual roads affected would be determined with County input, benefit of wildflowers, and cost savings of reduced mowing.

Commissioner Stapleton moved to approve adoption of a resolution in support of the conservation of native wildflowers along roadways. Commissioner Fleming seconded, and the motion carried unanimously. (Resolution No. 2022-16)

COMMISSIONERS ITEMS:

There were none.

COUNTY ATTORNEY ITEMS:

There were none.

GENERAL BUSINESS:

The twentieth item on the agenda was to discuss, with possible Board action, lease of commercial solid waste cans.

County Administrator Harris stated that with the new lease rates for commercial cans, there were some customers who decided to contract with other companies for their commercial lease cans. However, those companies had asked whether the County would be interested in leasing the cans that were no longer used. County Administrator Harris stated he would rather go out for Requests for Proposals and receive offers from vendors for the cans instead of letting them sit unused, and that he would not know the total amount and sizes of the cans that were coming back until the new rates were in effect.

Commissioner Land questioned the advantage of leasing the cans instead of selling them as surplus.

Discussion ensued on leasing versus selling the cans and keeping some of the larger dumpsters to potentially use them in landfills to replace ones that became obsolete.

Several Commissioners noted they would rather sell the smaller cans instead of leasing them.

Discussion ensued on leasing versus selling the cans.

Tommy Harding, owner of a curb-side pickup business, stated he was one of the companies interested in leasing the unused cans, noting that roughly 40 of the County's customers for commercial lease cans had switched to his business. Mr. Harding added that he was fine with either leasing or buying the cans and had only suggested leasing them in case the County ever wanted those cans back; he was in favor of purchasing the cans if that was what the Board decided.

Discussion ensued on proposals from vendors interested in leasing and the time frame for dumpsters until they had to be fixed or replaced.

The Board agreed by consensus to go out for proposals for the lease of solid waste cans.

The twenty-first item on the agenda was to discuss timber harvesting on the fire station site.

County Administrator Harris discussed County Offices' work to obtain information on timber harvesting costs, etc. He recommended drafting a specified request so that all the submitted proposals had the same information.

Much discussion ensued on what the bid request would include, that the specification would need to have both an amount for the value of the timber and a separate amount for removal of stumps on half the property, and separation of the work into two different bids to get better offers.

The Board agreed by consensus to go out for proposals and for the work to be bid separately (timber harvesting and stump removal).

Commissioner Land expressed great concern with County Administrator Harris directing employees to clear part of the property when the Board had agreed at the prior meeting not to have any work done until the issue of going out for bids for timber harvesting was resolved.

County Administrator Harris clarified that only a small amount was cleared for a topographical map to be done of elevation changes as part of the site preparations for building and parking foundations, drainage fields, etc. The preliminary work included some mowing and cutting of a few tree limbs. He further stressed that the only work done at the site was what was needed to be done for mapping.

Commissioner Land felt that a lot of work had been done, more than what was needed for mapping, and further discussed concerns with County Administrator Harris sending a crew and equipment to clear the property and how it was handled. County Administrator Harris replied that he had been authorized to proceed with preliminary work for the fire station.

Much discussion ensued on the difference of opinions over what was decided at the last Board meeting and what was done at the site.

Commissioner Fleming noted that he had also visited the property and agreed that only a small amount of clearing had been done for the topography mapping.

Commissioner White stated that he also thought the Board had agreed to wait to do any work on the property and that he would have rather had County Administrator Harris ask for Board approval to do any work necessary for the mapping.

Discussion ensued on harvesting of trees on the property and to bid the work by the ton for timber cutting, stump removal, and time frame of 90 days to have the work completed once bids were awarded.

The Board agreed by consensus that the bids include a 90-day completion of work requirement.

The twenty-second item on the agenda was Additional Agenda Items.

There were two additional agenda items:

The first additional agenda item was authorization to waive right-of-way permit fees for installation of streetlights at CR 137 and US 90 by Florida Power and Light.

County Administrator Harris noted the frequent safety issues in the area.

Commissioner Land moved to approve waive of right-of-way permit fees for installation of streetlights at CR 137 and US 90 by Florida Power and Light. Commissioner Hale seconded, and the motion carried unanimously.

The second additional agenda item was approval of a Commercial Lease Agreement with Live Oak Investments 140, LLC for use of a storage building by Guardian Ad Litem.

This item was pulled from the agenda for discussion at a later date.

The twenty-third item on the agenda was public concerns and comments. [Filling Comment Card required and forwarded to Chairman or County Administrator. Individual speakers from audience allowed

three (3) minutes and a single representative or spokesperson allowed seven (7) minutes to speak following recognition by Chairman and must speak from the podium – one (1) trip to podium].

Wayne Hannaka, 11883 93rd Road, thanked the Board for their support to ban Internet cafes in the County, noting that the City of Live Oak had approved banning the cafes at their last meeting.

Vince Smith, 9194 132nd Terrace, discussed loud mufflers around the County and Florida Statutes that pertained to vehicle noise. He stated he had contacted various State government officials regarding noise violations and the health-related issues affected by loud mufflers. Mr. Smith encouraged the Board to help in any way they could.

Maurice Perkins, 505 Lafayette Avenue, thanked the Board for their support during his loss.

The twenty-fourth item on the agenda was Administrator's comments and information.

County Administrator Harris discussed the railroad crossing at the Catalyst Site and that the project had to be finished by the end of the year to meet deadlines. Part of the work was to be handled by the railroad company; however, due to several railroad employees being impacted by the tornadoes in other states, the company had to pull out of the project. As a result, the project would go past the December deadline.

County Attorney Prevatt gave an update on the opioid litigation, noting that there were now two different settlements moving forward. He needed Board authorization for the County to participate in those two settlements.

The Board agreed by consensus to authorize County Attorney Prevatt to proceed with the two opioid settlements.

County Attorney Prevatt discussed local redistricting, its correlation to census data, and that redistricting could only take place in odd years. However, the small change in the County's population meant that a lot of other demographics would have to be analyzed to complete redistricting before the

end of the year. Due to the amount of other information that had to be considered, County Attorney Prevatt recommended not completing the redistricting this year, but to wait until 2023 to allow time to compile all the different demographic information as it may show that redistricting may not need to be done. If the Board wished to wait until 2023, sometime within the next year, a consultant would have to be hired to analyze all the associated data.

Discussion ensued on redistricting, issues in other counties with restricting not providing adequate representation, and redistricting's effect on counties and receipt of funding from State appropriations requests.

The Board agreed by consensus to wait until 2023 to consider local redistricting and to allow County Attorney Prevatt to proceed with analyzation of necessary data within the following year (2022).

The twenty-fifth item on the agenda was Board Members' inquiries, requests, and comments.

Commissioner Fleming wished everyone a good Christmas and New Year and thanked County staff for their work over the last year. He also commented on Mr. Perkins' loss.

Commissioner Stapleton mentioned the City of Live Oak's approval to close Internet cafes and commented on Mr. Perkins' family.

Commissioner Land echoed the other Commissioners' comments and prayers for Commissioner White's mother.

Commissioner Hale thanked County staff for their work.

(Balance of page left blank intentionally)

December 21, 2021
Regular Board Meeting
Judicial Annex
Live Oak, Florida

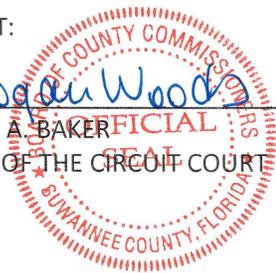
Chairman White thanked Binderholz for their work in the County, noting a meeting he had with them and discussed the company's future plans. He added that his mother was doing better.

Commissioner Hale moved to adjourn the meeting. Commissioner Land seconded, and the motion carried unanimously.

There being no further business to discuss, the meeting adjourned at 6:34 p.m.

ATTEST:


_____, DC
BARRY A. BAKER
CLERK OF THE CIRCUIT COURT





FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	02/02/2022	001-70065279

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
13150 80TH TERRACE
LIVE OAK, FL 32060-8822

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2022 CATERPILLAR 926M SMALL WHEEL LOADER	W5L01965		Upon Receipt.	1	\$25,778.08
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ \$25,778.08

Invoice No.	Total Enclosed
001-70065279 - 1	\$

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
13150 80TH TERRACE
LIVE OAK, FL 32060-8822

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: RING POWER CORPORATION
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

Lease Return Conditions (Not for use with On-Highway Vehicles, Drills, Draglines, Electric Rope Shovels, Highwall Miners and Underground Equipment)

This Lease Return Conditions agreement (this "Return Agreement"), which may also be referred to as an "Application Survey," is part of and incorporated into that certain Cat Value Option, Contract Number 001-70065279 (the "Lease") entered into between the Lessee and the Lessor named in the Lease. Capitalized terms used in this Return Agreement but not defined shall have the meaning ascribed to them in the Lease.

1. EQUIPMENT DESCRIPTION

Make: CATERPILLAR Model: 926M Serial No.: W5L01965

Unit Configuration and Attachments: Air Conditioning, Cab, Tires // General Purpose Bucket, Aggregate Counterweight

Unit Usage & Primary Operating Environment: Standard Environment - Ag-Crop, Ag Non-Manure, Airport, Clay, Coal, Commercial, Crushed & Screened Aggregate, Dams & Bridges, Frac Sand, Landfill-Site Prep Only, Landscaping, Moving Mulch, Pipeline, Residential, Road Building, Site Development, Snow, Utilities.

If there are any changes to your Unit usage or operating environment, please communicate this change to Caterpillar Financial immediately.

2. RETURN OF UNIT / EXCESS USAGE

Lessee will return the Unit to the Lessor in accordance with the terms in the Lease. Lessee will be responsible for performing any loading, unloading, disassembly, reassembly, testing, inspecting, and transportation of the Unit (including all leased attachments), and will do so in a manner consistent with the manufacturer's recommendations and practices.

Annual Allowed Unit Hours:	1000	Current Hours:	0	Total Allowable Unit Hours:	5000
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If any Unit is returned with hours of use exceeding the Total Allowable Unit Hours (the "Excess Hours"), Lessee will pay Lessor additional rent in an amount equal the Excess Hours multiplied by \$28.36. The hours of use for the Unit shall be determined, at Lessor's option, by the hour meter attached to the Unit, the engine Electronic Control Module (ECM), or Caterpillar Product Link (if available).

3. RETURN CONDITIONS

A. General Condition

i. Lessee shall return the Unit in the same configuration and with all the components, accessories and attachments that were included on the Unit at the beginning of the Lease Term (including any items stated on the invoice to Lessor) regardless of operating condition, and shall not modify a Unit from its original configuration without written approval by Lessor.

ii. Lessee shall use only the manufacturer's genuine or specifically recommended replacement parts for all maintenance, repairs and overhauls. Will fit, off brand, and parts that have not been specifically recommended by the manufacturer are NOT acceptable, and Lessee will be assessed for the full cost of replacing such parts (including labor).

iii. Lessee shall operate the Unit in accordance with the manufacturer's published operation, application, loading, lubrication, and maintenance guidelines and policies, and shall ensure all repairs, maintenance, and overhauls are performed at recommended intervals and in a manner consistent with the manufacturer's recommendations and practices.

iv. Cooling, hydraulic, power generation, power train, power transmission, air, heating, fuel, and lubrication systems may not have any damage, system leaks or be contaminated. All internal fluids and reservoirs, such as coolant, lube oil, grease, and hydraulic fluids must be filled at operating levels, all filler caps must be secured with no leaks, all filters must be new and meet or exceed manufacturer standards. Lessee must enroll Unit in a Caterpillar dealer Scheduled Oil Sampling (or comparable) program.

B. **Cleaning.** Each Unit must be cleaned to a commercially acceptable appearance and all rust and corrosion properly removed or treated. All foreign and/or hazardous material (e.g. waste, dirt, non-OEM decals, refuse, coal, rock, limestone, cement, phosphate, concrete, asphalt, gypsum, etc.) on or adhered to the Unit must be properly removed and disposed of in accordance with all applicable federal, state and local laws and regulations.

C. **Undercarriage/Tires and GET.** The wear surface in use of each individual GET item and track component (e.g., belts, links, pads, sprockets, idlers, undercarriage pins & bushings) shall be no more than 50% worn according to the manufacturer's wear specifications and guidelines. Recapped tires are not acceptable. All tires shall be the same size, type and brand (or similar quality brand if the original brand is no longer available) as the tires on the Unit when it was first delivered to Lessee. Lessee shall be charged for wear on tires, undercarriage, and GET based on the following payment schedule:

Wear %	Charge to Lessee
0 - 50%	→ No charge
50 - 90%	→ Charge will be between 0% to 100% of estimated replacement cost depending on where the wear % falls within this range (e.g., 60% wear would result in a charge equal to 25% of the estimated replacement cost).
90 - 100%	→ 100% of estimated replacement cost

If any tire, undercarriage component, or GET component is inoperable, broken, missing, damaged, bent, leaking, cracked, includes section repairs or rated Poor, Lessee will be responsible for 100% of the estimated replacement cost regardless of its wear percentage.

D. **Electrical System.** The alternator/generator, starter, electric motors, drives, and electronic control units must operate as intended. All electrical harnesses and connections must be in functional condition and properly secured with no sectional repairs. All electronic

functions and accessories, controls, monitoring systems, touch screens, gauges, cameras, internal & external lighting, senders, and switches must be fully readable and functional as originally intended. All batteries must be fully operational without any dead cells or cracked cases.

E. **Engine.** All engine components, as well as engine retarder brakes and emissions aftertreatment devices, must meet or exceed the manufacturer's minimum recommended specifications while operated under full load. This determination will be made by subjecting the engine to standard industry testing and will be conducted by an inspection agent approved by Lessor (normally the local Cat dealer).

F. **Mechanical & Hydrostatic Drive Train.** All drive train components (e.g., drive train controls, accessories, transmissions, hydrostatic drive systems, power transfer gearboxes, differentials, planetaries, swing gear boxes, and torque convertors) shall operate as intended at full load with no overheating, leaks, or excessive vibrations or noise.

G. **Brakes.** All parts of the brake system (e.g., the brake controls, service brakes, parking or emergency brake, swing brake, planetary and wet brake systems) shall function as intended and operate without leaks, noise, or vibrations.

H. **Hydraulic Equipment.** All hydraulic equipment (e.g., hydraulic controls, accessories, pumps, motors, cylinders, valves, pipe/tubing and hoses) must be properly secured and operate as intended with no leaks, vibration, noise, drift, bent or damaged cylinders, excessive motor case drain, or linkage bushings/pins worn past service limits. Hydraulic cycle times must meet the manufacturer's minimum performance specifications.

I. **Air Conditioning & Heating Systems.** All air conditioning systems and components (e.g., controls, compressors, evaporators, condensers, motors, valves, lines, fittings, louvers, ducting, recirculation components and filters) must operate as intended and without leaks, noise, or vibrations.

J. **Structures, Parts, & Components.** All of the Unit's components (e.g., welds, plates, frames, tanks, beds, winches, drums, booms, sticks, buckets, blades, hitches, trunnions, articulation/oscillation joints, as well as rotating, reciprocating, pumping, compression, temperature control, reservoir, conveyance, supporting, lifting and positioning machinery) must be operating as intended and be structurally sound, without deformities, cracks, corrosion, leaks, or damage.

K. **ROPS/FOPS and Safely Items.** The cab, Roll Over Protective Structure ("ROPS"), and Falling Object Protective Structure ("FOPS") shall not be damaged or require any repair. ROPS/FOPS certification and integrity must be maintained throughout the Lease Term and must be certified upon return. All safety items (e.g., restraint devices, steps, stairways, safety rails, grab irons, walkways, catwalks, fire suppression systems, warning alarms, decals, placards, signage) shall be complete, unexpired and in working order.

L. **Sheet Metal & Plastic Surfaces.** All sheet metal and plastic surfaces shall operate as intended; be without holes, breaks, bends, abrasions, corrosion; and be in the same configuration as they were at the beginning of the Lease Term.

M. **Paint, Decals & Operator's Compartment.** The paint and decals shall not have any peeling, bubbling, mismatched shades, or otherwise be in a poor condition relative to the original paint. Non-OEM paint color, decals, or markings are not acceptable. The operator's compartment shall be free of any interior soiling, odors, trash, or debris, and the interior (e.g., dash, seats, floor covers, headliners and upholstery) shall not have any holes, tears or burns. All window glass and mirrors shall be clear and free from damage. All window frames, doors, and weather stripping shall be complete.

N. **Documents and Records.** The Unit must have all appropriate licensing and inspection certificates, permits and any other certifications necessary to operate the Unit. Lessee shall maintain complete records (including dates and hour meter readings) of all maintenance, repairs, overhauls, part purchases, and fluid sample analysis reports relating to the Unit. Lessee shall make such records available to Lessor for verification and review at any time during Lessee's normal business hours. Copies of these documents and records shall be made available to Lessor upon return of the Unit.

4. CONDITION ASSESSMENT & CHARGES

If, in the sole judgment of Lessor, any Unit does not meet the standards set forth in this Return Agreement, or if Lessee fails to perform its obligations set forth above, Lessee shall pay to Lessor the estimated cost to return a Unit to the condition specified in the Lease and this Return Agreement ("Condition Charge"). The Condition Charge shall be due and payable to Lessor regardless of whether the repairs and service are completed. All repair and service charges will be based upon a Caterpillar dealer's retail estimated repair costs, and will include the cost of parts and labor. All amounts owed to Lessor pursuant to the Lease and this Return Agreement (including Excess Use Charges and Condition Charges) shall be due and payable upon demand.

MINIMUM CHARGE THRESHOLD: Lessee shall not be responsible for any charges incurred in connection with this Return Agreement if the total amount of the charges does not exceed Five Hundred Dollars (\$500.00). Please note, however, that if the total amount of the charges exceeds \$500, Lessee will be responsible for the entire amount.

SIGNATURES (By signing below, you certify that you have read this Return Agreement.)

LESSEE: SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

Signature: _____

Name (Print): Randy Harris

Title: Suwannee County Administrator

Date: 2/15/2022



Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012971280C-3	10/31/2017	10/31/2022	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SUWANNEE COUNTY BOARD OF COUNTY
COMMISSIONERS
200 OHIO AVE S
LIVE OAK FL 32064-3200

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Caterpillar Financial Services Corporation Casualty Value Schedule

EXHIBIT 2 to the Cat Value Option Agreement

Dated 2-15-2022

Between Caterpillar Financial Services Corporation
and
SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

Description of Unit: 1 CATERPILLAR 926M serial # W5L01965

The Casualty Value of each unit shall be an amount equal to the amount set forth opposite the number of the next payment due. If the casualty occurrence takes place after the last rental payment date, the Casualty Value shall be an amount equal to the amount set forth opposite such last rental payment number.

In addition, the total amount due Caterpillar Financial Services Corporation upon a casualty occurrence will be the casualty value plus any rental payments then due, taxes, late charges and any other amount then due and owing.

Payment Number	Rental Payment	Casualty Value
1	25,778.08	157,073.15
2	25,778.08	136,542.81
3	25,778.08	115,502.76
4	25,778.08	93,620.95
5	25,778.08	76,860.00

Accepted by _____

date 2-15-2022

ADDENDUM TO LEASE CONTRACT

Suwannee County, a political subdivision of the State of Florida (the "County") and

CATERPILLAR FINANCIAL SERVICES CORPORATION

2120 West End Avenue

Nashville, TN 37203 (the "Lessor")

are entering into certain contract document(s) designated as:

Lease Agreement - **Contract Number 001-70065279** dated February 15, 2022,
and all addenda and attachments thereto (collectively the "Contract")

for the lease or lease-purchase of certain equipment, vehicles and/or other personal property (the "Equipment") by the County from the Lessor, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and the Lessor agree as follows:

1. Any provision of the Contract to the contrary notwithstanding, Florida law shall apply herein and in the interpretation and enforcement of the Contract without regard to Florida's choice of law rules and the County does not waive the County's home venue privilege as provided by Florida law. Accordingly, the venue for any action on the contract shall be the court of appropriate jurisdiction in Suwannee County, Florida. Any provision of the Contract to the contrary notwithstanding, County does not consent to submission to arbitration, binding or otherwise, for resolution of any claim under the contract.
2. Under Florida law, the County can only be bound to the express written terms of a contract. *State, Agency for Health Care Admin. v. MIED, Inc.*, 869 So. 2d 13 (Fla. 1st DCA 2004); *County of Brevard v. Miorelli Eng'g, Inc.*, 703 So. 2d 1049 (Fla. 1997)
3. Under Florida law, private parties who contract with the County do so at their peril and are bound to ascertain the legal limits of the County's authority to enter into such contracts. Regardless of the provisions of such contracts, the County will not be bound to contractual provisions which are contrary to Florida law. *See, Ramsey v. Kissimmee*, 139 Fla. 107, 190 So. 474 (Fla. 1939); *City of Hollywood v. Witt*, 789 So. 2d 1130 (Fla. 4th DCA 2001); *Palm Beach County Health Care Dist. v. Everglades Mem'l Hosp., Inc.*, 658 So. 2d 577 (Fla. 4th DCA 1995); *City of Panama City v. T & A Utilities Contractors*, 606 So. 2d 744 (Fla. 1st DCA 1992); *Club on the Bay, Inc. v. City of Miami Beach*, 439 So. 2d 325 (Fla. 3d DCA 1983), *rev. den.*, 439 So. 2d 325 (Fla. 1984); *Town of Indian River Shores v. Coll*, 378 So. 2d 53 (Fla. 4th DCA 1979)
4. Under Florida law, the County cannot grant a security interest in real or personal property. *See, Florida Attorney General Opinion 98-71 (1998)* Should the Contract provide that title to the Equipment is transferred to the County, a provision in the Contract which requires the Equipment be delivered back to the Lessor and/or

reconveyed upon default or other contingency could be construed as an attempt to grant or a security interest in the Equipment and disallowed under Florida law. In such event, Lessor shall still have all other remedies set forth in the Contract available to it. See generally, Florida Attorney General Opinion 80-9 (1980)

5. Under Florida law, except in very limited circumstances, the County cannot indemnify a private entity. See, Florida Attorney General Opinions 2000-22 (2000); 93-34 (1993) Should the Contract provide for the County to indemnify the Lessor, notwithstanding such provision, the County shall only be bound to such provision to extent allowable under Florida law and all risk that such indemnity provision is unenforceable is on the Lessor.
6. Under Florida law, the County cannot be required to pay interest or penalties for late payments except as set out in the Local Government Prompt Payment Act in Part VII, Ch. 218.70 et seq. , Florida Statutes.
7. Any provision of the Contract to the contrary notwithstanding, the Lessor assumes all risk that the Contract does not comply with Florida law including, without limitation, the provisions of Florida law referenced above. The rendering of any provisions of the Contract unenforceable by the operation of law shall not be deemed a material breach of the Contract nor relieve any party of its rights or obligations which may remain under the Contract. As the Lessor assumes all risk that a provision of the Contract may be rendered unenforceable under Florida law, the Lessor shall not able to claim that it justifiably relied on any representation it believes may have been made by the County to the contrary
8. Any provision of the Contract to the contrary notwithstanding, the County shall have no obligation to make payments under the Contract in any fiscal year in which the County's Board of County Commissioners has failed to appropriate funds for the Contract in the County's budget in accordance with the County's statutory budget process. In the event that funds are not appropriated for the Contract, then the Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The County shall notify the Lessor in writing of any such non-appropriation of funds at the earliest practical date.
9. The County warrants that, (1) the County is, and at all times during the term of the Contract shall remain, an "issuer of tax exempt obligations" because the County is a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, and (2) the County shall, during the term of the Contract, use the Equipment only for essential, traditional government purposes. Any provision of the Contract to the contrary notwithstanding, the rights and duties of the parties under the terms of the Contract are not contingent on the transaction set out in the Contract or the payments to be made under the Contract receiving (or not receiving) any particular tax treatment by the United States Internal Revenue Service, the Florida Department of Revenue or any other Federal, State or local taxing authority, except that,

should the County breach any of the warranties set out in this paragraph, the amounts due to the Lessor under the Contract shall be adjusted upward to compensate the Lessor for any extra tax liability incurred by the Lessor due to such breach.

10. Any provision of the Contract to the contrary notwithstanding, the County does not pledge the full faith and credit of the County, nor does the County pledge any ad valorem taxes or other moneys other than moneys lawfully appropriated by the County's Board of County Commissioners from time to time. Lessor shall not have the right to require or compel the County's Board of County Commissioners to exercise the County's ad valorem taxing power or appropriate any funds to obtain the payment or performance of any of the County's obligations created by the Contract.
11. Any provision of the Contract to the contrary notwithstanding, the County shall not become liable under the Contract until and unless the County acknowledges (in writing and after reasonable inspection) that the Equipment has been delivered timely, is the particular Equipment ordered and is in good working order. Such written acknowledgment shall not relieve the Lessor of its obligations to concerning defects in the Equipment which are discovered thereafter.
12. Any provision of the Contract to the contrary notwithstanding, all manufacturer warranties and guarantees, express and implied, and rights to services in connection with such warranties and guarantees, concerning the Equipment, shall be assigned to the County on the effective date of the Contract and may thereafter be enforced by the County in its own name, such assignment of and authority of the County to enforce such warranties and guarantees being effective only for so long as the Contract has not been terminated by an event of default, an event of nonappropriation, or otherwise. The Lessor will execute and deliver to the County all writings reasonably required by the County to accomplish the same.
13. Any provision of the Contract to the contrary notwithstanding, the parties mutually and forever waive the right to recover any consequential, incidental, indirect, special or punitive damages, including, without limitation, loss of future revenue, income or profits, in any legal proceeding(s) arising out of or relating to the Contract. This waiver shall apply to legal actions sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall survive the termination of the Contract.
14. The existence of this addendum shall be referenced in the documents making up the Contract as well as the legal opinion letter and resolution of the Board approving and authorizing execution of the Contract. However, the failure to make any such reference(s) shall not affect the enforceability of this addendum.

2/15/2022

Date

As the County's authorized representative

As the Lessor's authorized representative

Date

Caterpillar Financial Services Corporation Casualty Value Schedule

EXHIBIT 2 to the Cat Value Option Agreement

Dated 2-15-2022

Between Caterpillar Financial Services Corporation
and
SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

Description of Unit: 1 CATERPILLAR 926M serial # W5L01965

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date 2-15-2022

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and all addenda and attachments thereto (collectively the "Contract")

for the lease or lease-purchase of certain equipment, vehicles and/or other personal property (the "Equipment") by the County from the Lessor, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and the Lessor agree as follows:

1. Any provision of the Contract to the contrary notwithstanding, Florida law shall apply herein and in the interpretation and enforcement of the Contract without regard to Florida's choice of law rules and the County does not waive the County's home venue privilege as provided by Florida law. Accordingly, the venue for any action on the contract shall be the court of appropriate jurisdiction in Suwannee County, Florida. Any provision of the Contract to the contrary notwithstanding, County does not consent to submission to arbitration, binding or otherwise, for resolution of any claim under the contract.
2. Under Florida law, the County can only be bound to the express written terms of a contract. *State, Agency for Health Care Admin. v. MIED, Inc.*, 869 So. 2d 13 (Fla. 1st DCA 2004); *County of Brevard v. Miorelli Eng'g, Inc.*, 703 So. 2d 1049 (Fla. 1997)
3. Under Florida law, private parties who contract with the County do so at their peril and are bound to ascertain the legal limits of the County's authority to enter into such contracts. Regardless of the provisions of such contracts, the County will not be bound to contractual provisions which are contrary to Florida law. *See, Ramsey v. Kissimmee*, 139 Fla. 107, 190 So. 474 (Fla. 1939); *City of Hollywood v. Witt*, 789 So. 2d 1130 (Fla. 4th DCA 2001); *Palm Beach County Health Care Dist. v. Everglades Mem'l Hosp., Inc.*, 658 So. 2d 577 (Fla. 4th DCA 1995); *City of Panama City v. T & A Utilities Contractors*, 606 So. 2d 744 (Fla. 1st DCA 1992); *Club on the Bay, Inc. v. City of Miami Beach*, 439 So. 2d 325 (Fla. 3d DCA 1983), *rev. den.*, 439 So. 2d 325 (Fla. 1984); *Town of Indian River Shores v. Coll*, 378 So. 2d 53 (Fla. 4th DCA 1979)
4. Under Florida law, the County cannot grant a security interest in real or personal property. *See, Florida Attorney General Opinion 98-71* (1998) Should the Contract provide that title to the Equipment is transferred to the County, a provision in the Contract which requires the Equipment be delivered back to the Lessor and/or

reconveyed upon default or other contingency could be construed as an attempt to grant or a security interest in the Equipment and disallowed under Florida law. In such event, Lessor shall still have all other remedies set forth in the Contract available to it. See generally, Florida Attorney General Opinion 80-9 (1980)

5. Under Florida law, except in very limited circumstances, the County cannot indemnify a private entity. See, Florida Attorney General Opinions 2000-22 (2000); 93-34 (1993) Should the Contract provide for the County to indemnify the Lessor, notwithstanding such provision, the County shall only be bound to such provision to extent allowable under Florida law and all risk that such indemnity provision is unenforceable is on the Lessor.
6. Under Florida law, the County cannot be required to pay interest or penalties for late payments except as set out in the Local Government Prompt Payment Act in Part VII, Ch. 218.70 et seq. , Florida Statutes.
7. Any provision of the Contract to the contrary notwithstanding, the Lessor assumes all risk that the Contract does not comply with Florida law including, without limitation, the provisions of Florida law referenced above. The rendering of any provisions of the Contract unenforceable by the operation of law shall not be deemed a material breach of the Contract nor relieve any party of its rights or obligations which may remain under the Contract. As the Lessor assumes all risk that a provision of the Contract may be rendered unenforceable under Florida law, the Lessor shall not able to claim that it justifiably relied on any representation it believes may have been made by the County to the contrary
8. Any provision of the Contract to the contrary notwithstanding, the County shall have no obligation to make payments under the Contract in any fiscal year in which the County's Board of County Commissioners has failed to appropriate funds for the Contract in the County's budget in accordance with the County's statutory budget process. In the event that funds are not appropriated for the Contract, then the Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The County shall notify the Lessor in writing of any such non-appropriation of funds at the earliest practical date.
9. The County warrants that, (1) the County is, and at all times during the term of the Contract shall remain, an "issuer of tax exempt obligations" because the County is a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, and (2) the County shall, during the term of the Contract, use the Equipment only for essential, traditional government purposes. Any provision of the Contract to the contrary notwithstanding, the rights and duties of the parties under the terms of the Contract are not contingent on the transaction set out in the Contract or the payments to be made under the Contract receiving (or not receiving) any particular tax treatment by the United States Internal Revenue Service, the Florida Department of Revenue or any other Federal, State or local taxing authority, except that,

should the County breach any of the warranties set out in this paragraph, the amounts due to the Lessor under the Contract shall be adjusted upward to compensate the Lessor for any extra tax liability incurred by the Lessor due to such breach.

10. Any provision of the Contract to the contrary notwithstanding, the County does not pledge the full faith and credit of the County, nor does the County pledge any ad valorem taxes or other moneys other than moneys lawfully appropriated by the County's Board of County Commissioners from time to time. Lessor shall not have the right to require or compel the County's Board of County Commissioners to exercise the County's ad valorem taxing power or appropriate any funds to obtain the payment or performance of any of the County's obligations created by the Contract.
11. Any provision of the Contract to the contrary notwithstanding, the County shall not become liable under the Contract until and unless the County acknowledges (in writing and after reasonable inspection) that the Equipment has been delivered timely, is the particular Equipment ordered and is in good working order. Such written acknowledgment shall not relieve the Lessor of its obligations to concerning defects in the Equipment which are discovered thereafter.
12. Any provision of the Contract to the contrary notwithstanding, all manufacturer warranties and guarantees, express and implied, and rights to services in connection with such warranties and guarantees, concerning the Equipment, shall be assigned to the County on the effective date of the Contract and may thereafter be enforced by the County in its own name, such assignment of and authority of the County to enforce such warranties and guarantees being effective only for so long as the Contract has not been terminated by an event of default, an event of nonappropriation, or otherwise. The Lessor will execute and deliver to the County all writings reasonably required by the County to accomplish the same.
13. Any provision of the Contract to the contrary notwithstanding, the parties mutually and forever waive the right to recover any consequential, incidental, indirect, special or punitive damages, including, without limitation, loss of future revenue, income or profits, in any legal proceeding(s) arising out of or relating to the Contract. This waiver shall apply to legal actions sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall survive the termination of the Contract.
14. The existence of this addendum shall be referenced in the documents making up the Contract as well as the legal opinion letter and resolution of the Board approving and authorizing execution of the Contract. However, the failure to make any such reference(s) shall not affect the enforceability of this addendum.

2/15/2022

Date

As the County's authorized representative

As the Lessor's authorized representative

Date

Agenda Item No. 9

Presentation by Brittney Bechtel with Thomas Howell Ferguson P.A. & CPA's

Agenda Item No. 10

Presentation by Mike Grissom with Buchanan, Ingersoll, & Rooney.

Agenda Item No. 11

Item: Surplus of County-owned property.

Description: County staff have reviewed the following properties and determined they serve no useful purpose to the County.

Parcel ID	Suwannee Co. Property Appraiser Land Market Value
1. 04-01S-12E-09386-110630	\$ 4,000.00
2. 04-01S-12E-09395-130280	\$ 4,000.00
3. 04-01S-12E-09412-170010	\$ 6,000.00
4. 04-01S-12E-09415-180090	\$ 2,000.00
5. 04-01S-12E-09470-080070	\$ 2,000.00
6. 04-01S-12E-09470-080190	\$ 4,000.00
7. 04-01S-12E-09473-100070	\$ 4,000.00
8. 04-01S-12E-09404-150360	\$ 16,600.00

Requested Action: Declare the listed properties surplus, establish a minimum offer, and authorize staff to forward properties 1-7 to Poole Realty for eventual sale in accordance with County procedures.

Property No. 8, with a land market value of \$16,600.00 by the Suwannee County Property Appraiser, exceeds the County's procedures on land value not requiring an appraisal. This property will be forwarded for an appraisal if surplus by the Board. It will come back to the Board with the appraisal at a later date to establish a minimum offer.

Suwannee County Property Appraiser

Ricky Gamble

2022 Working Values

updated: 1/20/2022

Parcel: << 04-01S-12E-09386-110630 (exempt: 85) >>

Aerial Viewer Google Maps

Owner & Property Info

Result: 1 of 1

Owner	BOARD OF COUNTY COMMISSIONERS 224 PINE AVENUE LIVE OAK, FL 32064		
Site			
Description*	LEG LOTS 63 & 64 BLK 11 SUWANNEE RIVER PARK ESTS UNIT 1 ORB 881 P 456 TD YR 2002		
Land Area	S/T/R	04-01S-12E	
Use Code**	COUNTY (8600)	Tax District	COUNTY (CO)

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
 **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2021 Certified Values		2022 Working Values	
Mkt Land	\$4,000	Mkt Land	\$4,000
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Market	\$4,000	Market	\$4,000
Assessed	\$3,630	Assessed	\$3,630
Exempt	85 \$4,000	Exempt	85 \$4,000
Total Taxable	\$0	Total Taxable	\$0



Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
8/1/2001	\$100	881/0456	V	Q

Building Characteristics

Bldg Sketch	Bldg Item	* Bldg Desc	Year Blt	Total SF
NONE				

Land Breakdown

Year Blt	Desc	Units	Value
NONE			

Search Result: 1 of 1

2.

Suwannee County Property Appraiser

Ricky Gamble

2022 Working Values

updated: 1/20/2022

Parcel: << **04-01S-12E-09395-130280 (exempt: 85)** >>

Aerial Viewer Google Maps

Owner & Property Info

Result: 1 of 1

Owner	BOARD OF COUNTY COMMISSIONERS 224 PINE AVENUE LIVE OAK, FL 32064		
Site	,		
Description*	LEG LOTS 28 & 29 BLK 13 UNIT 1 SUWANNEE RIVER PARK ESTS ORB 881 P 459 TD YR 2002		
Land Area		S/T/R	04-01S-12E
Use Code**	COUNTY (8600)	Tax District	COUNTY (CO)

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2021 Certified Values		2022 Working Values	
Mkt Land	\$4,000	Mkt Land	\$4,000
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Market	\$4,000	Market	\$4,000
Assessed	\$3,630	Assessed	\$3,630
Exempt	85 \$4,000	Exempt	85 \$4,000
Total Taxable	\$0	Total Taxable	\$0



Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
8/1/2001	\$100	881/0459	V	Q

Building Characteristics

Bldg Sketch	Bldg Item	* Bldg Desc	Year Blt	Total SF
NONE				

Land Breakdown

Year Blt	Desc	Units	Value
NONE			

Search Result: 1 of 1

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by: GrizzlyLogic.com

3.

Suwannee County Property Appraiser

Ricky Gamble

2022 Working Values

updated: 1/20/2022

Parcel: << **04-01S-12E-09412-170010 (exempt: 85)** >>

Aerial Viewer Google Maps

Owner & Property Info

Result: 1 of 1

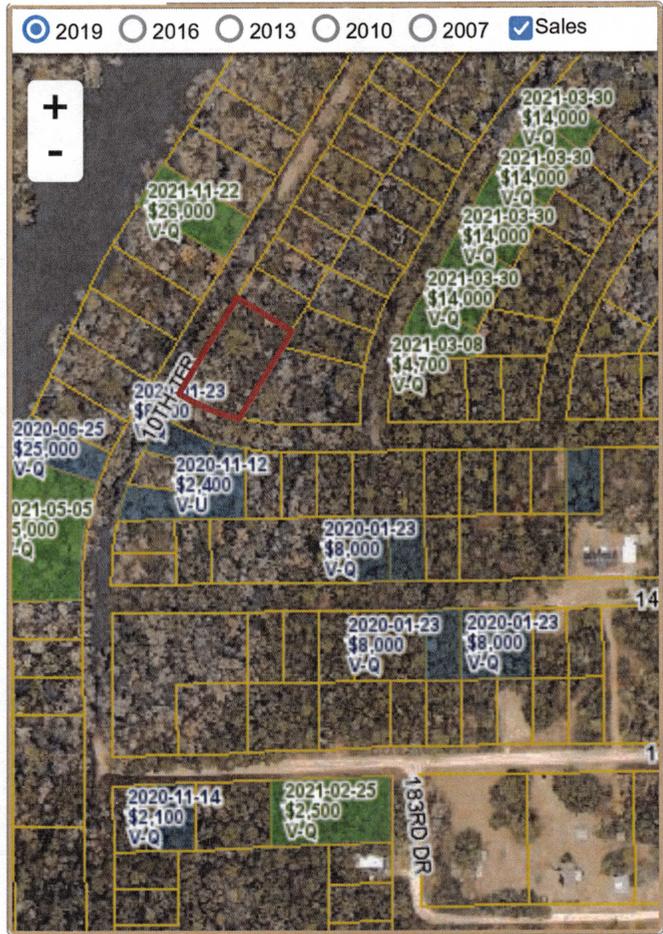
Owner	BOARD OF COUNTY COMMISSIONERS 224 PINE AVENUE LIVE OAK, FL 32064		
Site	,		
Description*	LEG LOTS 1 2 & 3 BLK 17 SUW. R. PK. EST. UNIT 1 ORB 881 P 219 TD YR 2002		
Land Area	S/T/R	04-01S-12E	
Use Code**	COUNTY (8600)	Tax District	COUNTY (CO)

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2021 Certified Values		2022 Working Values	
Mkt Land	\$6,000	Mkt Land	\$6,000
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Market	\$6,000	Market	\$6,000
Assessed	\$5,445	Assessed	\$5,445
Exempt	85 \$6,000	Exempt	85 \$6,000
Total Taxable	\$0	Total Taxable	\$0



Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
8/1/2001	\$100	881/0219	V	Q
8/1/1980	\$2,610	203/0108	V	Q

Building Characteristics

Bldg Sketch	Bldg Item	* Bldg Desc	Year Blt	Total SF
NONE				

Land Breakdown

Year Blt	Desc	Units	Value
NONE			

Search Result: 1 of 1

4.

Suwannee County Property Appraiser

Ricky Gamble

2022 Working Values

updated: 1/20/2022

Parcel: << **04-01S-12E-09415-180090 (exempt: 85)** >>

Aerial Viewer Google Maps

Owner & Property Info

Result: 1 of 1

Owner	BOARD OF COUNTY COMMISSIONERS 224 PINE AVENUE LIVE OAK, FL 32064		
Site			
Description*	LEG LOT 9 BLK 18 UNIT 1 SUWANNEE RIVER PARK EST. ORB 96 P 641 TC#D1151		
Land Area		S/T/R	04-01S-12E
Use Code**	COUNTY (8600)	Tax District	COUNTY (CO)

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
 **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2021 Certified Values		2022 Working Values	
Mkt Land	\$2,000	Mkt Land	\$2,000
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Market	\$2,000	Market	\$2,000
Assessed	\$1,815	Assessed	\$1,815
Exempt	85 \$2,000	Exempt	85 \$2,000
Total Taxable	\$0	Total Taxable	\$0



Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
8/1/2001	\$100	881/0443	V	Q

Building Characteristics

Bldg Sketch	Bldg Item	* Bldg Desc	Year Blt	Total SF
NONE				

Land Breakdown

Year Blt	Desc	Units	Value
NONE			

Search Result: 1 of 1

5.

Suwannee County Property Appraiser

Ricky Gamble

2022 Working Values

updated: 1/20/2022

Parcel: << 04-01S-12E-09470-080070 (exempt: 85) >>

Aerial Viewer Google Maps

Owner & Property Info

Result: 1 of 1

Owner	BOARD OF COUNTY COMMISSIONERS 224 PINE AVENUE LIVE OAK, FL 32064		
Site			
Description*	LEG LOT 7 BLK 8 SUW. R. PK. EST UNIT 3 ORB 881 P 436 TD YR 2002		
Land Area		S/T/R	04-01S-12E
Use Code**	COUNTY (8600)	Tax District	COUNTY (CO)

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
 **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2021 Certified Values		2022 Working Values	
Mkt Land	\$2,000	Mkt Land	\$2,000
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Market	\$2,000	Market	\$2,000
Assessed	\$1,815	Assessed	\$1,815
Exempt	85 \$2,000	Exempt	85 \$2,000
Total Taxable	\$0	Total Taxable	\$0



Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
8/1/2001	\$100	881/0436	V	Q
2/1/1980	\$500	195/0654	V	Q

Building Characteristics

Bldg Sketch	Bldg Item	* Bldg Desc	Year Blt	Total SF
NONE				

Land Breakdown

Year Blt	Desc	Units	Value
NONE			

Search Result: 1 of 1

6

Suwannee County Property Appraiser

Ricky Gamble

2022 Working Values

updated: 1/20/2022

Parcel: << 04-01S-12E-09470-080190 (exempt: 85) >>

Aerial Viewer Google Maps

Owner & Property Info

Result: 1 of 1

Owner	BOARD OF COUNTY COMMISSIONERS 224 PINE AVENUE LIVE OAK, FL 32064		
Site			
Description*	LEG LOTS 19 & 20 BLK 8 SUW R. PK. EST UNIT 3 ORB 881 P 433 TD YR 2002		
Land Area	S/T/R	04-01S-12E	
Use Code**	COUNTY (8600)	Tax District	COUNTY (CO)

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
 **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2021 Certified Values		2022 Working Values	
Mkt Land	\$4,000	Mkt Land	\$4,000
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Market	\$4,000	Market	\$4,000
Assessed	\$3,630	Assessed	\$3,630
Exempt	85 \$4,000	Exempt	85 \$4,000
Total Taxable	\$0	Total Taxable	\$0



Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
8/1/2001	\$100	881/0433	V	Q
2/1/1980	\$1,000	195/0650	V	Q

Building Characteristics

Bldg Sketch	Bldg Item	* Bldg Desc	Year Blt	Total SF
NONE				

Land Breakdown

Year Blt	Desc	Units	Value
NONE			

Search Result: 1 of 1

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7.

Suwannee County Property Appraiser

Ricky Gamble

2022 Working Values

updated: 1/20/2022

Parcel: << 04-01S-12E-09473-100070 (exempt: 85) >>

Aerial Viewer Google Maps

Owner & Property Info

Result: 1 of 1

Owner	BOARD OF COUNTY COMMISSIONERS 224 PINE AVENUE LIVE OAK, FL 32064		
Site	,		
Description*	LEG LOTS 7 & 8 BLK 10 SUW R PK EST UNIT 3 ORB 881 P 426 TD YR 2002		
Land Area	S/T/R	04-01S-12E	
Use Code**	COUNTY (8600)	Tax District	COUNTY (CO)

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
 **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2021 Certified Values		2022 Working Values	
Mkt Land	\$4,000	Mkt Land	\$4,000
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Market	\$4,000	Market	\$4,000
Assessed	\$3,630	Assessed	\$3,630
Exempt	85 \$4,000	Exempt	85 \$4,000
Total Taxable	\$0	Total Taxable	\$0



Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
NONE				

Building Characteristics

Bldg Sketch	Bldg Item	* Bldg Desc	Year Blt	Total SF
NONE				

Land Breakdown

Year Blt	Desc	Units	Value
NONE			

Search Result: 1 of 1

8.

Suwannee County Property Appraiser

Ricky Gamble

2022 Working Values

updated: 1/20/2022

Parcel: << 04-01S-12E-09404-150360 (exempt: 85) >>

Aerial Viewer Google Maps

Owner & Property Info

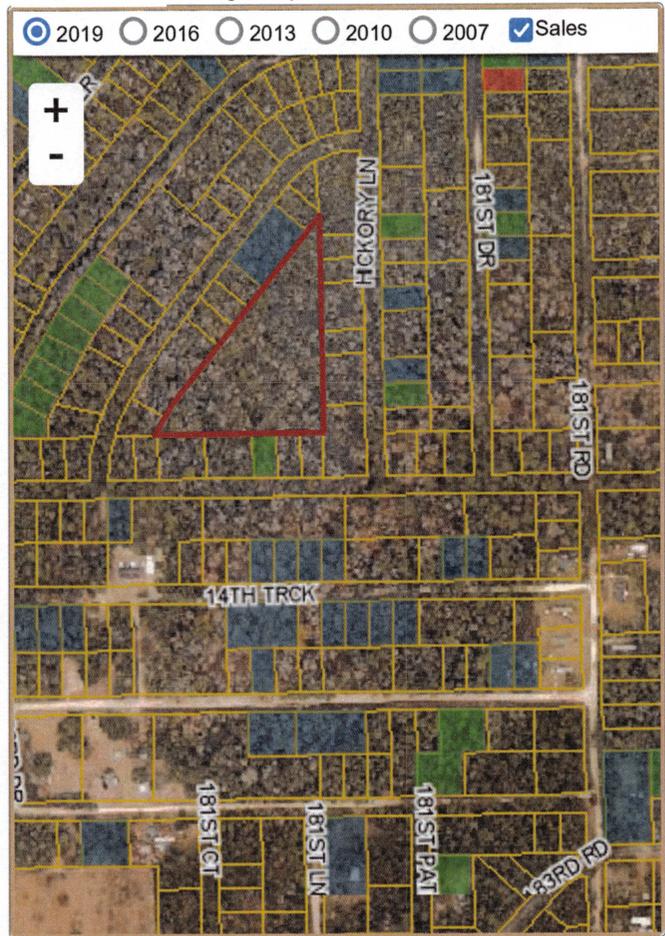
Result: 1 of 1

Owner	BOARD OF COUNTY COMMISSIONERS 224 PINE AVE LIVE OAK, FL 32060		
Site			
Description*	LEG 4.15 ACRES LOT 36 BLK. 15 SUW. R. PARK EST UNIT 1 ORB 775 P 231-33 QCD YR 2000		
Land Area	4.15 AC	S/T/R	04-01S-12E
Use Code**	COUNTY (8600)	Tax District	COUNTY (CO)

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
 **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2021 Certified Values		2022 Working Values	
Mkt Land	\$16,600	Mkt Land	\$16,600
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Market	\$16,600	Market	\$16,600
Assessed	\$15,065	Assessed	\$15,065
Exempt	85 \$16,600	Exempt	85 \$16,600
Total Taxable	\$0	Total Taxable	\$0



Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
11/1/1999	\$100	775/0231	V	Q

Building Characteristics

Bldg Sketch	Bldg Item	* Bldg Desc	Year Blt	Total SF
NONE				

Land Breakdown

Year Blt	Desc	Units	Value
NONE			

Search Result: 1 of 1

Agenda Item No. 12

Item: Discuss with possible Board action implementation of solid waste windshield permit stickers

Description: Requiring County residents to have a windshield permit sticker to enter County solid waste collection sights. Taxpaying residents will receive two windshield permits per billable unit (living dwelling).

Budget Impact: \$ 13,000.00 To be funded with solid waste collections budget.

Requested Action:

1. Authorize the use of windshield permit stickers.
2. Authorize the purchase and mailing of stickers.

Agenda Item No. 13

Discuss, with possible Board action, advertising a Request for Qualifications for building inspections. (Randy Harris, County Administrator)

Agenda Item No. 14

Discuss with possible Board action, contracted roadside litter pick up.

CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. _____

2. _____

3. _____

4. _____

PUBLIC CONCERNS AND COMMENTS



ADMINISTRATOR'S COMMENTS AND INFORMATION



BOARD MEMBERS' INQUIRIES, REQUESTS AND COMMENTS



Additional Agenda Items – February 15, 2021

1. Authorization to send certified notice of a public hearing to companies which provide residential garbage collection services within Suwannee County.
2. Authorization to bid construction of Fire Station No. 6 North US HWY 129

Agenda Item No. 1

Item: Refuse Collection Service

Description: The Board previously authorized advertising a request for proposals pertaining to household waste pickup service. F.S. 403 requires a public hearing and specific notice to companies currently providing the service within Suwannee County. This is a request for authorization to notify the companies by certified mail and authorization to advertise a public hearing.

Requested Action: Approval.

The 2021 Florida Statutes

Title XXIX

PUBLIC HEALTH

Chapter 403

ENVIRONMENTAL CONTROL

403.70605 Solid waste collection services in competition with private companies.—

(1) SOLID WASTE COLLECTION SERVICES IN COMPETITION WITH PRIVATE COMPANIES.—

(a) A local government that provides specific solid waste collection services in direct competition with a private company:

1. Shall comply with the provisions of local environmental, health, and safety standards that also are applicable to a private company providing such collection services in competition with the local government.

2. Shall not enact or enforce any license, permit, registration procedure, or associated fee that:

a. Does not apply to the local government and for which there is not a substantially similar requirement that applies to the local government; and

b. Provides the local government with a material advantage in its ability to compete with a private company in terms of cost or ability to promptly or efficiently provide such collection services. Nothing in this sub-subparagraph shall apply to any zoning, land use, or comprehensive plan requirement.

(b)1. A private company with which a local government is in competition may bring an action to enjoin a violation of paragraph (a) against any local government. No injunctive relief shall be granted if the official action which forms the basis for the suit bears a reasonable relationship to the health, safety, or welfare of the citizens of the local government unless the court finds that the actual or potential anticompetitive effects outweigh the public benefits of the challenged action.

2. As a condition precedent to the institution of an action pursuant to this paragraph, the complaining party shall first file with the local government a notice referencing this paragraph and setting forth the specific facts upon which the complaint is based and the manner in which the complaining party is affected. The complaining party may provide evidence to substantiate the claims made in the complaint. Within 30 days after receipt of such a complaint, the local government shall respond in writing to the complaining party explaining the corrective action taken, if any. If no response is received within 30 days or if appropriate corrective action is not taken within a reasonable time, the complaining party may institute the judicial proceedings authorized in this paragraph. However, failure to comply with this subparagraph shall not bar an action for a temporary restraining order to prevent immediate and irreparable harm from the conduct or activity complained of.

3. The court may, in its discretion, award to the prevailing party or parties costs and reasonable attorneys' fees.

(c) This subsection does not apply when the local government is exclusively providing the specific solid waste collection services itself or pursuant to an exclusive franchise.

(2) SOLID WASTE COLLECTION SERVICES OUTSIDE JURISDICTION.—

(a) Notwithstanding s. 542.235, or any other provision of law, a local government that provides solid waste collection services outside its jurisdiction in direct competition with private companies is subject to the same prohibitions against predatory pricing applicable to private companies under ss. 542.18 and 542.19.

(b) Any person injured by reason of violation of this subsection may sue therefor in the circuit courts of this state and shall be entitled to injunctive relief and to recover the damages and the costs of suit. The court may, in its discretion, award to the prevailing party or parties reasonable attorneys' fees. An action for damages under this subsection must be commenced within 4 years. No person may obtain injunctive relief or recover damages under this subsection for any injury that results from actions taken by a local government in direct response to a natural disaster or similar occurrence for which an emergency is declared by executive order or proclamation of the Governor pursuant to s. 252.36 or for which such a declaration might be reasonably anticipated within the area covered by such executive order or proclamation.

(c) As a condition precedent to the institution of an action pursuant to this subsection, the complaining party shall first file with the local government a notice referencing this subsection and setting forth the specific facts upon which the complaint is based and the manner in which the complaining party is affected. Within 30 days after receipt of such complaint, the local government shall respond in writing to the complaining party explaining the corrective action taken, if any. If the local government denies that it has engaged in conduct that is prohibited by this subsection, its response shall include an explanation showing why the conduct complained of does not constitute predatory pricing.

(d) For the purposes of this subsection, the jurisdiction of a county, special district, or solid waste authority shall include all incorporated and unincorporated areas within the county, special district, or solid waste authority.

(3) DISPLACEMENT OF PRIVATE WASTE COMPANIES.—

(a) As used in this subsection, the term "displacement" means a local government's provision of a collection service which prohibits a private company from continuing to provide the same service that it was providing when the decision to displace was made. The term does not include:

1. Competition between the public sector and private companies for individual contracts;
2. Actions by which a local government, at the end of a contract with a private company, refuses to renew the contract and either awards the contract to another private company or decides for any reason to provide the collection service itself;
3. Actions taken against a private company because the company has acted in a manner threatening to the public health or safety or resulting in a substantial public nuisance;
4. Actions taken against a private company because the company has materially breached its contract with the local government;

5. Refusal by a private company to continue operations under the terms and conditions of its existing agreement during the 3-year notice period;
6. Entering into a contract with a private company to provide garbage, trash, or refuse collection which contract is not entered into under an ordinance that displaces or authorizes the displacement of another private company providing garbage, trash, or refuse collection;
7. Situations in which a majority of the property owners in the displacement area petition the governing body to take over the collection service;
8. Situations in which the private companies are licensed or permitted to do business within the local government for a limited time and such license or permit expires and is not renewed by the local government. This subparagraph does not apply to licensing or permitting processes enacted after May 1, 1999, or to occupational licenses; or
9. Annexations, but only to the extent that the provisions of s. 171.062(4) apply.

(b) A local government or combination of local governments may not displace a private company that provides garbage, trash, or refuse collection service without first:

1. Holding at least one public hearing seeking comment on the advisability of the local government or combination of local governments providing the service.
2. Providing at least 45 days' written notice of the hearing, delivered by first-class mail to all private companies that provide the service within the jurisdiction.
3. Providing public notice of the hearing.

1(c) Following the final public hearing held under paragraph (b), but not later than 1 year after the hearing, the local government may proceed to take those measures necessary to provide the service. The local government shall provide 3 years' notice to the private company before it engages in the actual provision of the service that displaces the company. At the end of the 3-year notice period, the local government shall pay the displaced company an amount equal to the company's preceding 18 months' gross receipts for the displaced service in the displacement area. The 3-year notice period shall lapse as to any private company being displaced when the company ceases to provide service within the displacement area. This paragraph does not prohibit the local government and the company from voluntarily negotiating a different notice period or amount of compensation.

(4) DEFINITIONS.—As used in this section:

- (a) "In competition" or "in direct competition" means the vying between a local government and a private company to provide substantially similar solid waste collection services to the same customer.
- (b) "Private company" means any entity other than a local government or other unit of government that provides solid waste collection services.

History.—s. 1, ch. 2000-304; s. 3, ch. 2002-23; s. 2, ch. 2021-125.

1Note.—Section 3, ch. 2021-125, provides that "[t]his act does not apply to any displacement as defined in s. 403.70605(3)(a), Florida Statutes, if the local government provided 3 years' notice to the displaced private company or companies on or before December 31, 2020."

Agenda Item No. 2

Item: Authorization to bid construction of Fire Station No. 6 North US HWY 129

Description: The Board previously authorized advertising bid for design-build of fire station No. 6. Following further examination of the statute, it appears that it will be quicker to just bid the project. This is a request for authorization to bid the project once the design and specifications are completed. A task order for design will be prepared for the next agenda.

Requested Action: Approval.

work for less at \$9,500. He asked whether the Board would consider rescinding the previous approval and allowing J. Sherman Frier and Associates to complete the work at the cheaper price.

Discussion ensued on having Frier and Associates complete the topographical map.

Commissioner Land moved to rescind the previous approval for a task order with North Florida Professional Services for topographical mapping (see Agreement No. 2022-31). Commissioner Fleming seconded, and the motion carried unanimously.

Commissioner Land moved to approve a task order with J. Sherman Frier and Associates to complete the topographical map for \$95,000. Commissioner Hale seconded, and the motion carried unanimously (Agreement No. 2022-37).

Commissioner Land discussed conversations he had held with the City of Live Oak regarding a merger of the City and County fire departments to save costs and improve service to residents. He added that since the City was now under new leadership, they seemed opened to a merger. Commissioner Land asked whether the Board would like for him to continue discussions.

Chairman White suggested discussing the item after the regular agenda items.

Commissioner Hale moved to authorize advertisement of bids for design-build of Fire Station No. 6 on north US Highway 129. Commissioner Land seconded, and the motion carried unanimously.

The eighth item on the agenda was approval of Change Order No. 7 with Salser Construction for the water transmission line installation project. Funded by grant funds.

Commissioner Land had several concerns about the hauling of the debris related to the project.

Discussion ensued on what kind of debris would be moved, where it would be taken, whether County trucks would be used, and that much of the debris would be taken to specified landfills.