Board of County Commissioners - Regular Meeting

Tuesday, June 21, 2022 at 9:00 am

34 Forbes Street, COURTHOUSE ANNEX, COMMISSION MEETING ROOM

The Board of County Commissioners asks that all cell phones are turned off or placed on silent (vibrate) mode. ***Any handouts (information) for distribution to the Commission must be submitted to the Board Secretary (Clerk's Office) or to the County Coordinator on or before the Thursday prior to that Tuesday's meeting. Failure to do so will result in your removal from the agenda or a delay of any action relating to your request until a future meeting.***

Meeting Information

The general public is welcomed in the commission meeting room for regular meetings, however, the Board of County Commissioners encourages the continued use of the livestream link or Zoom. Those wanting to view the meeting can use the livestream link https://facebook.com/forgottencoasttv/ or go to Forgotten Coast TV's Facebook Page. You do not need a Facebook account to view Facebook live. The livestream feed will promptly start 5 minutes before the meeting commences. Those wanting to participate virtually during the meeting should use the Zoom log-in/call-in information provided below. There is a link to a list of videos and Getting Started Resources on the main "Agenda and Minutes" webpage for those unfamiliar with Zoom. If you are experiencing any issues with the livestream or Zoom, call (850) 653-9783 option 3 or 2 for assistance.

To join Zoom via computer, use the link https://us06web.zoom.us/j/84154565102 on the meeting date and time. If you do not have speakers or a microphone on your computer or prefer to call, you can dial in for audio. Call (301) 715-8592 or (312) 626- 6799 or (929) 205-6099 and enter ID number (841 5456 5102#). All attendees are muted by default.

If you would like to speak during the meeting in-person or via Zoom, you are required to complete the virtual speaker card *https://www.franklincountyflorida.com/virtual-speaker-card/****. This card must be submitted to the County Commission Administrative Office prior to the start***

of the meeting in order for you to speak during the meeting.

During "Public Comments" you may comment on a non-agenda item or a non-action item for up to 3-minutes when recognized by the Chairman.

You may also address the Commission on an agenda action item during the meeting after a motion has been seconded and you are recognized by the Chairman.

*Once recognized by the Chairman, if you are on Zoom with a computer or smart device select the 'raise hand' icon. If you have dialed in to the meeting by phone press *9 to raise your hand, then *6 to unmute.*

Public engagement is important to us and use of Zoom for public participation is still a process for some. We appreciate your understanding.

1. **Call to Order**
2. **Prayer and Pledge**
3. **Approval of Minutes**
4. **Payment of County Bills**
5. **US Army Corps of Engineers - Kristin C. Medlin - Dredge Update**
6. **Anser Advisory - Sandi Neubarth - Possible Alligator Point Beach Renourishment Funding Options: MSBU or MSTU?**
7. **Public Comments**

   This is an opportunity for the public to comment on a non-agenda or non-action agenda item. When you are recognized to be heard by the Chairman, please adhere to the 3-minute time limit.

Constitutional Officers

Department Directors Reports

8. **Superintendent of Roads and Bridges – Howard Nabors**
   a. **Informational Items**
9. **Solid Waste Director – Fonda Davis**
   a. **Informational Items**
10. **Emergency Management Director – Pam Brownell**
    a. **Action Item: EOC Grant Modification#1**
    b. **Action Item: Polaris transfer to Parks and Recreation**
    c. **Informational Items**
11. **Mosquito Control - Dewitt Polous**
    a. **Action Item: Budget Transfer**
    b. **Informational Items**
12. **Extension Office Director – Erik Lovestrand**
    a. **Informational Items**

Other Reports

13. **TDC Administrator – John Solomon**
    a. **Action Item: Dune Beach Walkover - McKissac Beach**

b. **Informational Items**

14. **Interim Airport Manager – Ted Mosteller**
    a. **Informational Items**

Planning and Zoning Adjustment Board Report

Click here to view the Planning and Zoning Adjustment Board report.

15. **Variance Requests**
    a. **67 Bald Point Road**
    b. **315 Gander Street**
16. **Critical Shoreline Applications**
    a. **1269 East Gulf Beach Drive**
17. **Commercial Site Plan Applications**
    a. **1 Gulf Beach Drive**
    b. **48 Island Drive**
18. **Plat Review Applications**
    a. **3 by the Sea**

Public Hearings 11:00 a.m. (ET)

19. **Public Hearing - Rescinding Ordinance 92-3 (11:00 a.m. ET)**
    AN ORDINANCE RESCINDING ORDINANCE 92-3 PROHIBITING VEHICLES HAVING MORE THAN
    TWO AXLES FROM COMING ON OR TRAVELING MCINTYRE ROAD AND AN EFFECTIVE DATE
    Click here for a copy of the Notice of Intent.
    Click here for a copy of the draft ordinance.

20. **Second Public Hearing for FFY 2021-22 Community Development Block Grant (CDBG) Application – Dennis Dingman, Summit Professional Services, Inc. (11:00 a.m. ET)**
    Click here for the CDBG 2nd Public Hearing handout.
    Click here for the FFY 2021-22 CDBG Resolution.

    a. **Action Item: Motion to submit the FFY 2021-22 Small Cities Community Development Block Grant Housing Rehabilitation application to the Florida Department of Economic Opportunity**
    b. **Action Item: Motion to adopt the attached enabling resolution authorizing signature of the necessary application documents.**

County Staff & Attorney Reports

21. **Fiscal Manager/Grants Coordinator – Erin Griffith**
    a. **BOARD ACTION: DEO HURRICANE MICHAEL ASSISTANCE GRANT EXTENSION**
    b. **BOARD ACTION: CHANGE ORDER AND SUPPLEMENTAL GRANT AGREEMENT SCOP CR30A PROJECT**
    c. **BOARD ACTION: RESILIENT FLORIDA VULNERABILITY ASSESSMENT GRANT**

APPLICATION

d. **BOARD ACTION: FERROVIAL SERVICES BRIDGE CLEANUP CONTRACT**
e. **BOARD ACTION: MYIP AMENDMENT TASK ORDER RESTORE PROJECTS**
f. **BOARD ACTION: DUNE WALKOVER 3RD STREET TASK ORDER MRD & ASSOCIATES**
g. **BOARD ACTION: LANDFILL EMERGENCY REPAIR LECHATE AND STORM WATER PUMPS**
h. **BOARD ACTION: ROAD DEPARTMENT LOW-BOY TRAILER PURCHASE**
i. **BOARD ACTION: DEWBERRY TASK ORDER – DISTRICT 1, 2nd STREET & HWY 98 EASTPOINT**
j. **BOARD INFORMATION: PROPERTY APPRAISER'S PRELIMINARY ESTIMATE OF TAXABLE VALUE AND BUDGET WORKSHOP SCHEDULE**
k. **BOARD INFORMATION: GENERAL PROJECT UPDATES**

22. **County Coordinator – Michael Morón**
    a. **Action Item: 682 Ridge Road Power Pole**
    b. **Action Item: Airport Grant Contract**
    c. **Action Item: Eastpoint July 1st Freedom Festival Road Closer**
    d. **Action Item: St. George Island July 4th Celebration Road Closer**
    e. **Action Item: HVAC Repair to Eastpoint Fire Camper**
    f. **Informational Item: Weems USDA Emergency Rural Health Care Grants**
23. **County Attorney – Michael Shuler**
    a. **Action Item: McIntyre Road Ordinance Public Hearing**
    b. **Action Item: Special Master RFP**
    c. **Action Item: Temporary Medical Examiner Agreement**
    d. **Action Item: Estate of Linda Anne White, Deceased**
    e. **Action Item: Possible TDC Purchase of Land in Eastpoint**
    f. **Action Item: Possible Eastpoint Overlay**

Commissioners' Comments & Adjournment

24. **Commissioners' Comments**
25. **Adjournment**

    In accordance with Section 286.0105, Florida Statutes, any person who wishes to appeal a decision made by the Franklin County Board of County Commissioners, with respect to any matter considered at the meeting, must have a record of the proceedings. He or she may need to ensure that a verbatim record of the proceedings is made.

Contact: Michael Moron, County Coordinator (michael@franklincountyflorida.com (850) 653-9783 x 155) | Agenda published on 06/20/2022 at 8:07 PM

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM
JUNE 7, 2022
9:00 AM
MINUTES

Commissioners Present: Ricky Jones-Chairman, Bert Boldt, II-Vice-Chairman, Noah Lockley, Joseph Parrish, Jessica V. Ward
Others Present: Michael Shuler-County Attorney, Michael Moron—County Coordinator

1. **Call to Order**

Chairman Jones called the meeting to order.

2. **Prayer and Pledge**

Chairman Jones led the Board in prayer followed by the Pledge of Allegiance.

3. **Approval of Minutes**
   a. **FCBCC Regular Meeting 5/17/2022**
   b. **FCBCC Workshop 5/17/2022**

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the minutes of the FCBCC Regular Meeting and Workshop 5/17/2022. Motion carried 5-0.

4. **Payment of County Bills**

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the Payment of County Bills. Motion carried 5-0.

5. **FWC - Bear Management Program Update**

Mr. David Telesco, Bear Management Program Coordinator, from the Florida Wildlife Commission, gave an update on the management of the bear population in Franklin County. Commissioner Ward inquired as to the effectiveness of a bear hunt and the placement of trapped bears. Chairman Jones voiced concerns over the bear population versus the human population. He would like to see the issue addressed. Mr. Billy Sermons thanked the Board for the opportunity to work with them.

6. **Public Comments**

Mr. Steve Kirschenbaum asked the Board to act on the clearing at the airport, proposed taking $10k for the airport manager to rent a machine from CAT in Tallahassee, and task an employee from the road department to clear the runway. He also spoke to the Board about purchasing power for the airport manager.

Ms. Debra Jordan spoke to the Board about the State Marshal workshop and her view on how the information was put out to the public. She also noted the responsibilities of the Board to the public regarding the fire departments.

Mr. Gordon Hunter echoed Mr. Kirschenbaum's suggestion of clearing at the airport using in-house management.

Mr. Wayne Williams spoke to the Board about the recently formed Seafood Work and Waterman's Association and informed the Board they will be scheduling a meeting soon. He said that he would not support limiting licenses.

Ms. Paige Richards spoke to the Board in regard to the control of the bear population. Mr. Moron suggested scheduling a

meeting with representatives from the two local garbage services, FWC staff, Chairman Jones, and himself to discuss possible resolutions.

Department Directors Reports

7. Superintendent of Roads and Bridges – Howard Nabors

a. Informational Items

Mr. Nabors had no action items for the Board.

8. Solid Waste Director – Fonda Davis

a. Informational Items

Mr. Davis had no action items for the Board. Mr. Davis informed the Board that the landfill permit has been renewed for another five years. He also announced that the Franklin County Parks & Recreation Department in conjunction with the Franklin County Dixie Youth League will host the 2022 Dixie Youth District 2 Softball Tournament. The tournament will be held on June 17th-20th at the Will S. Kendrick Sports Complex. Commissioner Boldt asked Mr. Davis to see if the EMT service could provide an ambulance on standby for the tournament.

9. Emergency Management Director – Pam Brownell

a. Informational Items

Mrs. Brownell had no action items for the Board.

10. Extension Office Director – Erik Lovestrand

a. Action Item: Extension Telehealth Project Expenses

On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved the Extension Telehealth Project Expenses. Motion carried 5-0.

b. Informational Items

11. Library Director – Whitney Roundtree

a. Informational Items

Ms. Roundtree had no action items for the Board.

Other County Reports & Requests

12. Interim Airport Manager – Ted Mosteller

a. Informational Items

Mr. Mosteller had no action items for the Board. The Board discussed the clearing of the runways.

Mr. Moron presented the following item from his report at this time.

Action Item: Re-appoint Mr. Ted Mosteller to the CareerSource Board

Attached to my report is a letter from Mrs. Kimberly Bodine requesting the reappoint of Mr. Ted Mosteller to another three-year term on the CareerSource Gulf Coast Workforce Board. Mr. Mosteller is interested in continued service on this Board and meets the required criteria for membership.

Board action to re-appoint Mr. Ted Mosteller to the CareerSource Workforce Board representing the private sector seat for another three-year term.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board approved the re-appointment of Mr. Ted Mosteller to the CareerSource Workforce Board representing the private sector seat for another three-year term. Motion carried 5-0.

13. Building Official - Steve Paterson - Docks, Seawalls, and Site Prep Permitting – Request

Board Action:

Approve transfer of Fill permits, docks, seawalls & Boatlift permits to Zoning Department for review and permit issuance.
Approve Fee schedule for Docks, seawalls, & Boat Lifts

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the transfer of fill permits, docks, seawalls & boatlift permits to the Zoning Department for review and permit issuance and approved the fee schedule for docks, seawalls, & boatlifts. Motion carried 5-0.

14. Florida Opioid Settlement (Walgreens) - Attorney Michael Shuler

Attorney Shuler recommended the Board sign on to the third Opioid Settlement agreement stating it opened up for sign on June 6th. **On a motion by Commissioner Lockley, seconded by Commissioner Boldt and Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the Florida Opioid Settlement (Walgreens) and authorize the Chairman to sign the agreement. Motion carried 5-0.**

15. SHIP Program - Lori Switzer-Mills - Request & Update

a. Action Item: Down Payment Assistance

Ms. Lori Switzer-Mills informed the Board that during a recent audit of SHIP files, it was noted that an applicant didn't have her spouse's income on her application. SHIP required the spouse's income to be added and when recalculated the applicants did not qualify for funding. SHIP requires that the funds be placed back into the fund and monies recouped from applicants. The applicant states they do not have the funds to repay and will need to pay back in payments. Commissioner Parrish asked if the county would receive interest. Attorney Shuler said he had some conversations with finance and there was some concern about keeping up with the interest calculations. Attorney Shuler said he can research the prevailing market rates for this type of situation, and that he intends to modify the mortgage so that the Board has collateral for repayment. The Board discussed this item and if the loan would be paid back with interest.

On a motion by Commissioner Ward, seconded by Commissioner Boldt, to approve the repayment of the loan to the County with interest and to authorize the Clerk of Court to issue a manual check for the reimbursement to the SHIP fund. Motion carried 5-0.

b. Action Item: Hurricane Housing Recovery Funds

On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the change order from $107,015.60 to $110,499.60 for the Hurricane Housing Recovery Funds for the mobile home replacement located at 354 25th Avenue, Apalachicola, Florida. Motion carried 5-0.

Presentations and Updates

16. Second Harvest - Shari Hubbard – Update

Ms. Shari Hubbard gave an update on the Second Harvest Food Bank to the Board.

17. Apalachicola Bay Systems Initiative - Dr. Sandra Brooke – Update

Dr. Brooke gave an update on the Apalachicola Bay Systems Initiative to the Board.

Public Hearings 10:30 a.m. (ET)

18. Public Hearing - Zoning Change 10:30 a.m. (ET)

AN ORDINANCE REZONING 5 +/- ACRES OF LAND IN SECTION 10, TOWNSHIP 9 SOUTH, RANGE 8 WEST, FROM R-3 SINGLE-FAMILY ESTATE RESIDENTIAL TO R-2 SINGLE-FAMILY MOBILE HOME DISTRICT.

Chairman Jones called for public comments and there were none. Mr. Moron noted that the applicant was available online if the Board had any questions. **On a motion by Commissioner Parrish seconded by Commissioner Lockley, and by a**

unanimous vote of the Board present the Board approved the ordinance rezoning 5 +/- acres of land in Section 10, Township 9 South, Range 8 West, from R-3 Single-Family Estate Residential to R-2 Single-Family Mobile Home District. Motion carried 5-0.

19. First Public Hearing for FFY 2021 and/or FFY2022 Community Development Block Grant (CDBG) – Dennis Dingman, Summit Professional Services, Inc. 11:00 a.m. (ET)

Purpose of the Hearing

• Two public hearings are required to ensure the public can voice opinions on the proposed grant application.

• This hearing is held to outline the types of grants that are possible; a second hearing will be held to review the draft grant application before it is submitted to DEO.

• The FFY 2021 grant application due date is July 21, 2022.

Program Overview

The Florida Small Cities Community Development Block Grant Program is a competitive grant program that awards funds to eligible cities, counties, towns, and villages. An eligible city must have a population under 50,000, and an eligible county must have a population under 200,000. CDBG Program Objectives • Provide benefit to low- and moderate-income persons; • Prevent or eliminate slum or blight conditions; or • Meet a need of recent origin having a particular urgency. Regular Categories and Activities - $700,000 A local government may have only one of these grants open at any given time. • Housing Rehabilitation – Assists low- and moderate-income residents with physical improvements that address code, safety, and other rehabilitation items. In some cases, severely damaged structures may be demolished and replaced. • Neighborhood Revitalization – Assists communities with infrastructure improvements, such as paving, fire protection, drinking water, sewer, flood and drainage, handicap accessibility in public facilities, and other similar activities. It is required that no less than 51% of the residents who benefit from these activities be low to moderate-income. • Commercial Revitalization – Provides funds to address improvements to downtown or commercial districts, including water, sewer, sidewalks, parking, building facades, etc. Economic Development Category – up to $1,500,000 (Depending on job creation numbers) A local government can be awarded one new economic development grant every year and there is no limit to the number of these grants that can be open at any given time, provided all grants are on schedule. A local government may apply for an economic development grant even if it has an open housing, neighborhood, or commercial grant provided that the grant is on schedule. There is no deadline – funds are awarded on a first come/first-serve basis. Funds are awarded based upon the number of jobs the project will create or retain at a ratio of $34,999 per job, up to $1,500,000. These funds are used to build the infrastructure necessary to attract new businesses or retain expanding businesses. Job creation is required, and at least 51% of the jobs created must be available to low to moderate-income persons. (Low to moderate-income jobs are defined as positions requiring no more than a high school diploma. If additional training is required, the company must provide this training at no cost to the employee.) It is important to note that the Economic Development Category requires the participation of a business that is willing to commit to job creation or job retention.

RECOMMENDED MOTIONS 1. "MOTION TO PROCEED WITH AN FFY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE REGULAR CATEGORY." 2. "MOTION TO PROCEED WITH AN FFY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE REGULAR CATEGORY SHOULD THE FFY 2021 CDBG NOT BE FUNDED." 3. "MOTION TO PROCEED WITH A 2021 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE

ECONOMIC DEVELOPMENT CATEGORY SHOULD AN ELIGIBLE PROJECT BE IDENTIFIED." 4. "MOTION TO PROCEED WITH AN FFY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE ECONOMIC DEVELOPMENT CATEGORY SHOULD THE FFY 2021 CDBG NOT BE FUNDED."

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved proceeding with an FFY 2021 Community Development Block Grant in the Regular Category. Motion carried 5-0.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved proceeding with an FFY 2022 Community Development Block Grant in the Regular Category should the 2021 CDBG not be funded. Motion carried 5-0.
On a motion by Commissioner Lockley, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board approved proceeding with a 2021 Community Development Block Grant in the Economic Development Category should an eligible project be identified. Motion carried 5-0.

On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved proceeding with an FFY 2022 Community Development Block Grant in the Economic Development Category should the FFY 2021 CDBG not be funded. Motion carried 5-0.

20. Fair Housing Public Information Meeting for the Public and the County Commission – Dennis Dingman, Summit Professional Services, Inc 11:10 a.m. (ET)

Basic Facts About the Fair Housing Act
What Housing Is Covered?
The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.
What Is Prohibited?
In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status, or handicap:
• Refuse to rent or sell housing,
• Refuse to negotiate for housing,
• Make housing unavailable,
• Deny a dwelling,
• Set different terms, conditions or privileges for sale or rental of a dwelling,
• Provide different housing services or facilities,
• Falsely deny that housing is available for inspection, sale, or rental,
• For profit, persuade owners to sell or rent (blockbusting), or
• Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.
In Mortgage Lending: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status, or handicap (disability):
• Refuse to make a mortgage loan,
• Refuse to provide information regarding loans,
• Impose different terms or conditions on a loan, such as different interest rates, points, or fees,
• Discriminate in appraising property,
• Refuse to purchase a loan, or
• Set different terms or conditions for purchasing a loan.
In Addition: It is illegal for anyone to:
• Threaten, coerce, intimidate, or interfere with anyone exercising a fair housing right or assisting others who exercise that right.
• Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status, or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

Additional Protection if You Have a Disability
If you or someone associated with you:
• Have a physical or mental disability (including hearing, mobility, and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex, and mental retardation) that substantially limits one or more major life activities,
• Have a record of such a disability, or
• Are regarded as having such a disability.
your landlord may not:
• Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
• Refuse to make reasonable accommodations in rules, policies, practices, or services if necessary for the disabled person to use the housing.
Example: A building with a "no pets" policy must allow a visually impaired tenant to keep a guide dog.
Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment.
However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs?
Requirements for New Buildings
In buildings that are ready for first occupancy after March 13, 1991, and have an elevator and four or more units:
• Public and common areas must be accessible to persons with disabilities,
• Doors and hallways must be wide enough for wheelchairs, and
• All units must have:
o An accessible route into and through the unit,
o Accessible light switches, electrical outlets, thermostats, and other environmental controls,
o Reinforced bathroom walls to allow later installation of grab bars, and
o Kitchens and bathrooms that can be used by people in wheelchairs.
If a building with four or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units.
These requirements for new buildings do not replace any more stringent standards in State or local law.
Housing Opportunities for Families
Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under the age 18 live with:
• A parent,
• A person who has legal custody of the child or children, or
• The designee of the parent or legal custodian, with the parent or custodian's written permission.
Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.
Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:
• The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State, or local government program, or
• It is occupied solely by persons who are 62 or older, or
• It houses at least one person who is 55 or older in at least 80 percent of the occupied units and adheres to a policy that demonstrates an intent to house persons who are 55 or older.
A transition period permits residents on or before September 13, 1988, to continue living in the housing, regardless of their age, without interfering with the exemption.
If You Think Your Rights Have Been Violated
The Office of Fair Housing and Equal Opportunity (FHEO) administers and enforces federal laws and establishes policies that make sure all Americans have equal access to the housing of their choice. You can contact the Housing Discrimination Hotline at 1-800-669-9777 (Voice) or 1-800-927-9275 (TTY).
HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, the Housing Discrimination Complaint Form is available on the HUD website at –
http://portal.hud.gov/portal/page/portal/HUD/topics/housing_discrimination
for you to download, complete and return, or complete online and submit, or you may write HUD a letter, or telephone the HUD Office nearest you. You have one year after an alleged violation to file a complaint with HUD,

but you should file it as soon as possible.

RFP/RFQ/Bid Opening

21. Request for Proposal - Special Magistrate Legal Services

The Board received one proposal from Hand Arendall Harrison Sale, 304 Magnolia Avenue, Panama City, FL 32401. The proposed lead attorney is Jennifer W. Shuler with Cole Davis as the proposed alternate attorney. Attorney Shuler noted for the record that Mrs. Shuler was married to a distant relative of his, however, being there is only one proposal he did not feel this would constitute a conflict.
On a motion by Commissioner Parrish, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized sending the proposal to the review committee for recommendation. The review committee will consist of Mrs. Erin Griffith, Mr. Mark Curenton, and Attorney Michael Shuler. Motion carried 5-0.

22. Sealed Bids - Scale Station Modular Building

The Board received one bid from Quick Buildings Modular, LLC of 703 Merwina Avenue, Mobile, Alabama 36606. The bid amount is $81,784. The review committee will be Mr. Doug Shuler and Mr. Fonda Davis.
On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized sending the bid from Quick Buildings Modular, LLC to the review committee for recommendation. Motion carried 5-0.

County Staff & Attorney Reports

23. Fiscal Manager/Grants Coordinator – Erin Griffith

a. Board Action: SGI Fishing Pier Access Road Repairs Construction Contract

At your last meeting, the Board issued a notice of award after the missing appendices were reviewed and approved for the FEMA-funded SGI Fishing Pier Access Road Repairs. The project consists of replacing riprap, repairing guardrail and ribbon curb, and patching the storm-damaged asphalt roadway. Once the construction contract is signed, the county will hold a pre-construction meeting on-site and issue the notice to proceed with an anticipated start date of Tuesday, July 5th. The contractor will be instructed to limit disruptions and allow for public access as much as possible while the repairs are being completed. A Message board will be placed on-site to inform users of construction.

Board Action to approve and authorize the chairman to sign the attached construction contract and subsequent notice to proceed when available with Pigott Asphalt and Sitework, LLC.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved the SGI Fishing Pier Access Road Repairs Construction Contract and authorized the Chairman to sign the attached construction contract and subsequent notice to proceed when available with Pigott Asphalt and Sitework, LLC. Motion carried 5-0.

b. Board Action: Island View Park Notice to Proceed

On Tuesday, May 31st, the pre-construction meeting was held at Island View Park. The attached notice to proceed has a proposed start date for the construction project of June 13th. This project is complex and will require a variety of construction materials. The park will remain closed during construction due to the unsafe and unusable condition of park infrastructure. The current contract dictates a 90-day completion timeline to September 11, 2022, barring any unforeseen delays caused by inclement weather or supply chain delays affecting materials outside of the contractor's control. Please be aware, that since COVID, the county has experienced first-hand the delays plaguing the construction industry for specialty items such as sheet piles and concrete which are project elements.
Board Action to approve and authorize the chairman to sign the attached Notice to Proceed with North Florida Construction, Inc.
On a motion by Commissioner Boldt, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved and authorized the Chairman to sign the attached Notice to Proceed with North Florida Construction. Motion carried 5-0.

c. Board Action: Consolidated Solid Waste Grant Application

Attached is the annual consolidated solid waste grant application. In the current fiscal year, the award was $90,909. This annual operating grant helps to offset some of the costs associated with the Solid Waste Department by providing funds for some fuel expenses, tire, and hazardous waste disposal charges, and testing fees.
Board Action to approve and authorize the chairman to sign the attached Consolidated Solid Waste Grant Application.

On a motion by Commissioner Parrish, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved and authorized the Chairman to sign the attached Consolidated Solid Waste Grant Application. Motion carried 5-0.

d. Board Action: E911 Sole Source Supplier and Grant Agreements

(Cancelled, items covered by Attorney Shuler's Report)

e. Board Action: Armory Sprinkler System Construction Contract

At the meeting, the Board issued the Notice of Award for the Fire Suppression System and Paint Improvements at the Armory Convention Center to Cook Brothers, Inc. The construction contract documents have been reviewed and approved by Architects Gilchrist, Ross, and Crowe. Once the contract is signed by the Board, a construction timeline will be made available, and a reasonable re-open date can be established for when bookings can resume.

Board Action to accept and authorize the chairman to sign the attached construction contract with Cook Brothers, Inc. at the reduced contract price of $687,000.

On a motion by Commissioner Ward, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board accepted and authorized the Chairman to sign the attached construction contract with Cook Brothers, Inc. at the reduced contract price of $687,000. Motion carried 5-0.

24. County Coordinator – Michael Morón

a. Action Item: SHIP Administration Selection

At your last meeting your heard from Apalachee Regional Planning Council and Community Action Agency on providing administrative services for the SHIP program, as your current administrator will not provide these services after June 30, 2022. To allow for a proper transition from your current administrator for July 1, 2022, start date, it is recommended that the Board select one of these agencies today.

Board action to select either Apalachee Regional Planning Council or Community Action Agency to provide administrative services for the Franklin County SHIP program effective July 1, 2022.

On a motion by Commissioner Ward, seconded by Commissioner Lockley and Commissioner Boldt, and by a unanimous vote of the Board present, the Board selected Community Action Agency to provide administrative services for the Franklin County SHIP program effective July 1, 2022. Motion carried 5-0.

b. Action Item: TDC Vendor Contract Advertisement

The Board by unanimous vote, at your May 17th meeting, motioned to advertise the TDC vendor contracts. This was last done in 2018 when the Board advertised for Requests for Proposals. If there are no objections from the Board, I will use those same ads after reviewing them for necessary changes. Once we receive responses to the RFP advertisements, will the Board review and rank the submitted packets or would you prefer a review committee made up of a cross-section of members to take on that task and present you with recommendations?
Board discussion and action on using the Requests for Proposals that were used in 2018 and the creation of a committee to review and rank the proposals.
On a motion by Commissioner Lockley, seconded by Commissioner Parrish, and by a unanimous vote of the Board present, the Board approved the TDC Vendor Contract Advertisement for RFQs. Motion carried 5-0.

c. Action Item: Private Roads Workshop

At your May 3rd meeting the Board agreed to schedule a workshop to discuss the prerequisites and conditions for the County to accept a private road to convert to a county-maintained public road. The Board has not yet set a date for this workshop. Would the Board consider July 19th or August 2nd at 1:30 p.m. for this workshop?
Board discussion and possible action on scheduling a workshop to discuss accepting private roads as county-maintained roads.
On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board

present, the Board approved the Private Roads Workshop to be held on August 2nd at 1:30 p.m. Motion carried 5-0.

d. Action Item: Housing Summit

A couple of weeks ago, Chairman Jones and I met with Ms. Gladys Cook of the Florida Housing Coalition to discuss possible solutions to the county's affordable housing issues. Ms. Cook suggests allowing the Florida Housing Coalition to host and facilitate a public meeting, sponsored by the Florida Housing Finance Corporation Catalyst Program and at no cost to the county, to inform the public on affordable housing, the community's needs, and options and opportunities. They would like to use this meeting room and assist with advertising and community announcements about the meeting. They have facilitated these meetings, referred to as summits, for other counties, the most recent being Lake County. The meeting could be scheduled in June or July and should be no longer than two hours. I will provide Ms. Cook's contact information for additional information.

Board action to authorize the Florida Housing Coalition to host and facilitate a public housing summit here in your meeting room.

The Board discussed affordable housing and what can be done to create more for our community. **On a motion by Commissioner Ward, seconded by Commissioner Boldt, and by a unanimous vote of the Board present, the Board authorized the Florida Housing Coalition to host and facilitate a public housing summit in the Board's meeting room. Motion carried 5-0.**

e. Action Item: Re-appoint Mr. Ted Mosteller to CareerSource Board

Item addressed earlier in the meeting.

f. **Informational Item: Department of Health Rate Increase**

Attached to Mr. Moron's report is a letter from the Franklin County Health Department notifying the County of changes to the FY 2021-22 contract. These changes include updated funding adjustments, updated verbiage, and other revisions.

g. **Informational Item: Annual Wetland Report**

Attached to Mr. Moron's report is the Northwest Florida Water Management Annual Wetland Report. As stated in the email "This includes a cumulative summary of wetland impacts permitted by the District's Environmental Resources Permitting (ERP) program together with a summary of wetlands and associated water resource lands restored and protected by District programs."

25. County Attorney – Michael Shuler

a. **Action Item: Lanark Village Volunteer Fire Department**

Commissioners, I attached the proposed agreement from the Florida State Firefighters Association to act as your Fire Coordinator for the purpose of creating a new volunteer fire department for the Lanark-St. James Fire and Rescue District. The one-page agreement and its costs speak for themselves. Mr. Amick is available via zoom to respond to any questions that the Board may have.

Board Action: I recommend that the Board approve the agreement for the Florida State Firefighters Association to act as your Fire Coordinator to create a new VFD in Lanark-St. James Fire and Rescue District.

Public Comments:

Ms. Victoria Hart spoke to the Board about limiting access to the facilities and equipment. She told the Board they are accountable and responsible for the property. She said it would be prudent to change the locks and close the building. She wanted to know when the job description would be available to the public. She said they would like input from all citizens. She said they would like to work with the fire coordinator.

Ms. Debi Jordan said that she agreed with Ms. Hart on this particular issue. She expressed her gratitude to the Carrabelle Fire Department for their assistance along with the Franklin County Sheriff's Office. She would like to note for the record two calls to the FCSO, one on June 2nd regarding a verbal disturbance and one on June 1st on 100 Putnal Street (Waste Pro fire). She noted there have been issues with the audio for the meeting. She brought up FS 633.408 and 633.502-536 and noted the Board's responsibility to keep the public safe. She would like mutual respect from the Board. Ms. Jordan encouraged Commissioner Parrish and Commissioner Lockley to answer her calls. She urged the Board to change the locks on the building.

Mr. Chris Crosby said it has been dissolved but not resolved. He noted that residents do not feel safe, and he urged the Commissioners to speed up the process. He said that residents feel like the locks should be changed by the Board already. He said the fire coordinator needs to come in and meet with both groups. He indicated he was in favor of background checks.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, the Board approved the agreement for the Florida State Firefighters Association to act as the Fire Coordinator to create a new Volunteer Fire Department in Lanark-St. James Fire and Rescue District. Commissioner Ward said if we are going to take ownership of this property, we need to change the locks in order to allow those that are allowed in there. Chairman Jones said he does agree, however everything we are doing has to be done through a legal process. Attorney Shuler said the organizational meeting should be held within the next few weeks and all of the public will be welcome to attend. **Motion carried 5-0.**

b. Action Item: McIntyre Road Ordinance Public Hearing

The Florida Forest Service has requested that the Board allow it to use McIntyre Road for logging. I told them that a county ordinance prevented them from doing so.

Board Action: Does the Board want to authorize a public hearing to consider whether to allow log trucks on McIntyre Road?

Commissioner Parrish inquired as to why the ordinance was initially put in place. Attorney Shuler noted that at the time the ordinance was put in place, the log trucks were tearing up the road and the school busses weren't able to pass through. Commissioner Parrish asked if we could require a bond so that in the event the road is damaged, the Board would have a way to pay for repairs.

On a motion by Commissioner Lockley, seconded by Commissioner Ward, the Board authorized holding a public hearing to consider whether to allow log trucks on McIntyre Road. Motion carried 5-0.

c. Action Item: 911 Request from Ms. Renee Brannen

The 911 Administrator, Ms. Renee Brannen, emailed me a request for the Board to approve the following: Franklin County/Rapid Deploy NG9II Bundle SaaS Agreement addendum. Ms. Brannen tells me that the addendum is paid for from the regional grant and is necessary for public safety because it allows dispatch to map the call. I have not received the contract yet, but Ms. Brannen tells me that she needs this sooner than later and would prefer that the Board approve this subject to attorney review instead of waiting two more weeks until your next board meeting.

On a motion by Commissioner Ward, seconded by Commissioner Lockley, and by a unanimous vote of the Board present, the Board approved the NG911 Bundle SaaS Agreement addendum which allows dispatch to map the calls, subject to Attorney Shuler's review. Motion carried 5-0.

d. Informational Item: Lanark Village VFD

Chairman Jones said he does agree that the locks should be changed, and he would like the Board to entertain a motion to authorize Attorney Shuler to begin the process.

On a motion by Commissioner Boldt, seconded by Commissioner Ward, and by a unanimous vote of the Board present, the Board authorized Attorney Shuler to begin the process of changing the locks at the Lanark Village VFD. Attorney Shuler noted that the fire department has been dissolved and the Board of County Commissioners has not selected a group. Attorney Shuler said anyone who would like to volunteer the Board welcomes them. **Motion carried 5-0.**

e. Informational Item: 1426 East Gulf Beach Drive, SGI

f. Informational Item: RV Enforcement

Chairman Jones said that he had met with the executive board of the Eastpoint Civic Association. They would like to do a zoning overlay of the district. Two things they are asking: They want the county to regardless of the zoning of a piece of property, would like to see all future storage units be north of the power line and we figure out a way to address C-4 properties so that they don't all become residential.

Commissioners' Comments & Adjournment

26. Commissioners' Comments

Commissioner Ward said she recently made a trip to Gardners Landing. Even though they are not county-owned parks, she said that she may come to the Board for a letter of support so that we can get these ramps and parks back up. Fort Gadsden is temporarily closed but are they going to fix it. Commissioner Ward wanted the community to be aware that she is working to get the repairs done to reopen these parks. Commissioner Lockley said that he would like information added to the website announcing the programs available for the kids. Commissioner Boldt noted there will be an upcoming workshop

held to discuss a possible pharmacy in Carrabelle.

27. Adjournment

There being no further business before the Board, the meeting was adjourned.

Ricky Jones – Chairman

Attest:

Michele Maxwell – Clerk of Courts

The audio is available upon request. Please e-mail jgay@franklinclerk.com, call 850-653-8861 to speak with the Administrative Assistant, or submit a request in writing to obtain audio of this meeting.

June 20, 2022

Franklin County Road Department

Detail of Work Performed and Material Hauled by District

Detail from 6/1/2022 - 6/15/2022

District 1 - Commissioner Jones

Work Performed:	Date	Road
Pot hole Repair (Fill)	6/1/2022	E Chili BLVD
Pot hole Repair (Fill)	6/1/2022	W 10th Street
Pot hole Repair (Fill)	6/1/2022	W 2nd Street
Pot hole Repair (Fill)	6/1/2022	W 1st Street
Pot hole Repair (Fill)	6/1/2022	E Chili BLVD
Pot hole Repair (Fill)	6/1/2022	E 3rd Street
Pot hole Repair (Fill)	6/1/2022	E 2nd Street
Pot hole Repair (Fill)	6/1/2022	E Gulf Beach Drive
Pot hole Repair (Fill)	6/1/2022	Cedar Street
Pot hole Repair (Fill)	6/1/2022	W 10th Street
Pot hole Repair (Fill)	6/1/2022	Cedar Street
Pot hole Repair (Fill)	6/1/2022	W 1st Street
Pot hole Repair (Fill)	6/1/2022	W 2nd Street
Pot hole Repair (Fill)	6/1/2022	E 3rd Street
Pot hole Repair (Fill)	6/1/2022	E 2nd Street
Pot hole Repair (Fill)	6/1/2022	E Gulf Beach Drive
Pot hole Repair (Fill)	6/1/2022	W 10th Street
Pot hole Repair (Fill)	6/1/2022	W 1st Street
Pot hole Repair (Fill)	6/1/2022	E 3rd Street
Pot hole Repair (Fill)	6/1/2022	E 2nd Street
Pot hole Repair (Fill)	6/1/2022	E Gulf Beach Drive
Pot hole Repair (Fill)	6/1/2022	Cedar Street
Pot hole Repair (Fill)	6/1/2022	W 2nd Street
Graded Road(s)	6/1/2022	E 6th Street
Graded Road(s)	6/1/2022	W Sawyer Street
Graded Road(s)	6/1/2022	Nedley Street
Graded Road(s)	6/1/2022	Land Street
Pot hole Repair (Fill)	6/1/2022	E Chili BLVD
Graded Road(s)	6/1/2022	Bradford Street
Graded Road(s)	6/1/2022	Cook Street
Graded Road(s)	6/1/2022	Porter Street
Graded Road(s)	6/1/2022	W 5th Street
Graded Road(s)	6/1/2022	W Bay Shore Drive
Graded Road(s)	6/1/2022	W Pine Avenue
Graded Road(s)	6/1/2022	E 5th Street
Graded Road(s)	6/1/2022	Brown Street
Graded Road(s)	6/1/2022	W 3rd Street
Graded Road(s)	6/1/2022	W 4th Street
Graded Road(s)	6/1/2022	W 5th Street
Graded Road(s)	6/1/2022	W 6th Street
Graded Road(s)	6/1/2022	W 7th Street
Graded Road(s)	6/1/2022	W 8th Street
Graded Road(s)	6/1/2022	W 9th Street
Graded Road(s)	6/1/2022	W 10th Street

District 1- Commissioner Jones

Work Performed:	Date	Road
Graded Road(s)	6/1/2022	Akel Street
Graded Road(s)	6/1/2022	Marks Street
Graded Road(s)	6/1/2022	E Pine Avenue
Sign Maintenance	6/2/2022	Cedar Street
Sign Maintenance	6/2/2022	Cedar Street
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/7/2022	E Gulf Beach Drive
Sign Maintenance	6/7/2022	W Gorrie Drive
Sign Maintenance	6/7/2022	W Gorrie Drive
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/7/2022	W Gulf Beach Drive
Pot hole Repair (Fill)	6/8/2022	Barber Drive
Sign Maintenance	6/8/2022	W Bay Shore Drive
Sign Maintenance	6/8/2022	W Gorrie Drive
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/8/2022	W Gulf Beach Drive
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/8/2022	E Gulf Beach Drive
Flagged	6/8/2022	N Bay Shore Drive
Culvert installation	6/8/2022	Lily Circle
Pot hole Repair (Fill)	6/8/2022	Barber St
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/8/2022	W Gulf Beach Drive
Sign Maintenance	6/8/2022	W 10th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/8/2022	E Gulf Beach Drive
Sign Maintenance	6/8/2022	N Bay Shore Drive
Sign Maintenance	6/8/2022	Howell Street
Sign Maintenance	6/8/2022	Barber Drive
Sign Maintenance	6/8/2022	Daisey Street
Sign Maintenance	6/8/2022	Hickory Dip Road
Culvert installation	6/8/2022	N Bay Shore Drive
Sign Maintenance	6/8/2022	W 8th Street
Cut grass along shoulders of road on county right of way, Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	6/8/2022	E Gulf Beach Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/8/2022	W Gulf Beach Drive
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/8/2022	E Gulf Beach Drive
Sign Maintenance	6/8/2022	W 12th Street
Sign Maintenance	6/8/2022	W Chili BLVD
Sign Maintenance	6/8/2022	W Gulf Beach Drive
Sign Maintenance	6/8/2022	W Pine Avenue
Sign Maintenance	6/8/2022	W Bay Shore Drive
Sign Maintenance	6/8/2022	W 8th Street
Sign Maintenance	6/8/2022	W Pine Avenue
Sign Maintenance	6/8/2022	W 10th Street
Sign Maintenance	6/8/2022	W Gorrie Drive
Sign Maintenance	6/8/2022	Howell Street
Sign Maintenance	6/8/2022	W 12th Street
Sign Maintenance	6/8/2022	W Chili BLVD
Sign Maintenance	6/8/2022	Palmer Street

District 1- Commissioner Jones

Work Performed:	Date	Road
Sign Maintenance	6/8/2022	Palmer Street
Sign Maintenance	6/8/2022	W 10th Street
Litter Pickup, Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/9/2022	W Bay Shore Drive
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	6/9/2022	Avenue A (District 1)
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/9/2022	Avenue A (District 1)
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/13/2022	E 4th Street
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/13/2022	E Pine Avenue
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/13/2022	E 1st Street
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/13/2022	E 3rd Street
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/13/2022	E 4th Street
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/13/2022	E 3rd Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/13/2022	Avenue A (District 1)
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/13/2022	E 5th Street
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/13/2022	School Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/13/2022	Tip Tucker Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/13/2022	Avenue A (District 1)
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/13/2022	School Road
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/13/2022	Tip Tucker Road
Travel	6/13/2022	St. George Island
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/13/2022	E Gulf Beach Drive
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/13/2022	E 1st Street
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/13/2022	E 5th Street
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/13/2022	E 2nd Street
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/13/2022	E Pine Avenue
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/13/2022	E Gulf Beach Drive
Bike Path (Edged, cut grass off of concrete, Picked up trash, Blowed Off)	6/13/2022	E 2nd Street
Road Repair	6/14/2022	Land Street
Road Repair	6/14/2022	Land Street
Trim Trees, Cut bushes back	6/14/2022	E Pine Avenue
Trim Trees, Cut bushes back	6/14/2022	E 10th Street
Pot hole Repair (Fill)	6/14/2022	Millender Street
Pot hole Repair (Fill)	6/14/2022	Millender Street
Cut grass along shoulders of road on county right of way	6/14/2022	Akel Street
Cut bushes back, Trim Trees	6/14/2022	E 10th Street

District 1 - Commissioner Jones

Work Performed:	Date	Road
Sign Maintenance	6/14/2022	Avenue A (District 1)
Pot hole Repair (Fill)	6/14/2022	Patton Drive
Pot hole Repair (Fill)	6/14/2022	Patton Drive
Cut grass along shoulders of road on county right of way	6/14/2022	Randolph Street
Cut grass along shoulders of road on county right of way	6/14/2022	W Pine Avenue
Cut grass along shoulders of road on county right of way	6/14/2022	W 10th Street
Cut grass along shoulders of road on county right of way	6/14/2022	W 7th Street
Cut grass along shoulders of road on county right of way	6/14/2022	W 6th Street
Cut grass along shoulders of road on county right of way	6/14/2022	Palmer Street
Cut grass along shoulders of road on county right of way	6/14/2022	Land Street
Sign Maintenance	6/14/2022	E 2nd Street
Cut grass along shoulders of road on county right of way	6/14/2022	W 8th Street
Cut grass around retention ponds	6/14/2022	Retention ponds on Franklin BLVD (STATE)
Sign Maintenance	6/14/2022	E Gulf Beach Drive
Sign Maintenance	6/14/2022	E Gulf Beach Drive
Sign Maintenance	6/14/2022	E Gorrie Drive
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	6/14/2022	E Pine Avenue
Cut grass along shoulders of road on county right of way	6/14/2022	Wing Street
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/14/2022	E Gulf Beach Drive
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/14/2022	E Pine Avenue
Cut grass along shoulders of road on county right of way	6/14/2022	E Gulf Beach Drive
Cut grass along shoulders of road on county right of way	6/14/2022	E Pine Avenue
Cut grass along shoulders of road on county right of way	6/14/2022	E Bay Shore Drive
Cut grass along shoulders of road on county right of way	6/14/2022	E 6th Street
Sign Maintenance	6/14/2022	E 9th Street
Cut grass along shoulders of road on county right of way	6/14/2022	E 8th Street
Litter Pickup, Weed Eat & Cut Grass around signs & Culverts	6/14/2022	E Gulf Beach Drive
Cut grass along shoulders of road on county right of way	6/14/2022	E 9th Street
Cut grass along shoulders of road on county right of way	6/14/2022	E 10th Street
Cut grass along shoulders of road on county right of way	6/14/2022	E 11th Street
Cut grass along shoulders of road on county right of way	6/14/2022	Baine Street
Cut grass along shoulders of road on county right of way	6/14/2022	W Bay Shore Drive
Cut grass along shoulders of road on county right of way	6/14/2022	Gander Street
Cut grass along shoulders of road on county right of way	6/14/2022	McCloud Street
Cut grass along shoulders of road on county right of way	6/14/2022	Bledsoe Street
Cut grass along shoulders of road on county right of way	6/14/2022	Quinn Street
Cut grass along shoulders of road on county right of way	6/14/2022	Bruce Street
Cut grass along shoulders of road on county right of way	6/14/2022	E 7th Street
Sign Maintenance	6/14/2022	E 4th Street
Sign Maintenance	6/14/2022	E Pine Avenue
Sign Maintenance	6/14/2022	Bell Street
Sign Maintenance	6/14/2022	E 8th Street
Sign Maintenance	6/14/2022	E 10th Street
Sign Maintenance	6/14/2022	E 5th Street
Sign Maintenance	6/14/2022	E 2nd Street
Cut grass along shoulders of road on county right of way	6/14/2022	Howell Street
Sign Maintenance	6/14/2022	Avenue A (District 1)
Cut grass along shoulders of road on county right of way	6/14/2022	Patton Drive Parking Lot (Eastpoint)
Sign Maintenance	6/14/2022	E 5th Street

District 1 - Commissioner Jones

Work Performed:	Date	Road		
Sign Maintenance	6/14/2022	E 10th Street		
Sign Maintenance	6/14/2022	E 8th Street		
Sign Maintenance	6/14/2022	E 4th Street		
Sign Maintenance	6/14/2022	Bell Street		
Sign Maintenance	6/14/2022	E Pine Avenue		
Sign Maintenance	6/15/2022	E 1st Street		
Cut grass along shoulders of road on county right of way	6/15/2022	Nedley Street		
Cut grass along shoulders of road on county right of way	6/15/2022	Porter Street		
Cut grass along shoulders of road on county right of way	6/15/2022	Bradford Street		
Sign Maintenance	6/15/2022	E Gorrie Drive		
Weed Eat & Cut Grass around signs & Culverts	6/15/2022	Retention ponds on Franklin BLVD (STATE)		
Cut grass along shoulders of road on county right of way	6/15/2022	W 8th Street		
Sign Maintenance	6/15/2022	Franklin Blvd (State Road)		
Cut grass along shoulders of road on county right of way	6/15/2022	W Sawyer Street		
Sign Maintenance	6/15/2022	E 11th Street		
Sign Maintenance	6/15/2022	Shuler Avenue		
Sign Maintenance	6/15/2022	E Pine Avenue		
Sign Maintenance	6/15/2022	E 3rd Street		
Sign Maintenance	6/15/2022	E 5th Street		
Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/15/2022	Retention ponds on Franklin BLVD (STATE)		
Cut grass along shoulders of road on county right of way	6/15/2022	Brown Street		
Sign Maintenance	6/15/2022	E Gorrie Drive		
Cut grass along shoulders of road on county right of way	6/15/2022	W Pine Avenue		
Sign Maintenance	6/15/2022	E 6th Street		
Sign Maintenance	6/15/2022	State Street		
Cut grass along shoulders of road on county right of way	6/15/2022	W 9th Street		
Cut grass along shoulders of road on county right of way	6/15/2022	W 11th Street		
Cut grass along shoulders of road on county right of way	6/15/2022	E Sawyer Street		
			0	

Material HAUL From:	Date	Road	Cubic Yards	Tons
Culvert (Old, throw out, Bad)	6/8/2022	N Bay Shore Drive	1	0
Culvert (Old, throw out, Bad)		**TOTAL**	**1**	**0**
Litter	6/8/2022	E Gulf Beach Drive	1	0
Litter	6/8/2022	W Gulf Beach Drive	1	0
Litter	6/8/2022	E Gulf Beach Drive	1	0
Litter	6/8/2022	E Gulf Beach Drive	1	0
Litter	6/9/2022	Avenue A (District 1)	0.25	0
Litter	6/9/2022	W Bay Shore Drive	2	0
Litter	6/13/2022	E Gulf Beach Drive	1	0
Litter	6/14/2022	E Pine Avenue	1	0
Litter	6/14/2022	E Gulf Beach Drive	1	0
Litter		**TOTAL**	**9.25**	**0**
Trees	6/14/2022	E 10th Street	9	0
Trees	6/14/2022	E Pine Avenue	9	0
Trees		**TOTAL**	**18**	**0**

Material HAUL To:	Date	Road	Cubic Yards	Tons
15" x 30' Black Plastic Culvert Pipe	6/8/2022	Lily Circle	1	0

District 1 - Commissioner Jones

Material HAUL To:	Date	Road	Cubic Yards	Tons
15" x 30' Black Plastic Culvert Pipe		**TOTAL**	**1**	**0**
18" x 30' Culvert	6/8/2022	N Bay Shore Drive	1	0
18" x 30' Culvert		**TOTAL**	**1**	**0**
Black Dirt	6/8/2022	N Bay Shore Drive	18	0
Black Dirt		**TOTAL**	**18**	**0**
Cold Mix, Asphalt	6/1/2022	E Gulf Beach Drive	0.5	0
Cold Mix, Asphalt	6/1/2022	E 2nd Street	0.5	0
Cold Mix, Asphalt	6/1/2022	E 3rd Street	0.5	0
Cold Mix, Asphalt	6/1/2022	W 1st Street	0.5	0
Cold Mix, Asphalt	6/1/2022	W 2nd Street	0.5	0
Cold Mix, Asphalt	6/1/2022	W 10th Street	0.5	0
Cold Mix, Asphalt	6/1/2022	E Chili BLVD	0.5	0
Cold Mix, Asphalt	6/1/2022	Cedar Street	0.5	0
Cold Mix, Asphalt	6/8/2022	Barber Drive	3	0
Cold Mix, Asphalt	6/14/2022	Millender Street	2	0
Cold Mix, Asphalt	6/14/2022	Patton Drive	2	0
Cold Mix, Asphalt		**TOTAL**	**11**	**0**
Dirty 89 Lime Rock	6/1/2022	Land Street	18	0
Dirty 89 Lime Rock	6/1/2022	W Pine Avenue	36	0
Dirty 89 Lime Rock	6/1/2022	W Pine Avenue	36	0
Dirty 89 Lime Rock	6/8/2022	Lily Circle	18	0
Dirty 89 Lime Rock	6/8/2022	N Bay Shore Drive	18	0
Dirty 89 Lime Rock	6/14/2022	Land Street	3	0
Dirty 89 Lime Rock		**TOTAL**	**129**	**0**
Ditch Dirt	6/8/2022	N Bay Shore Drive	18	0
Ditch Dirt		**TOTAL**	**18**	**0**
Milled Asphalt	6/1/2022	W 5th Street	18	0
Milled Asphalt		**TOTAL**	**18**	**0**

District 2 - Commissioner Boldt

Work Performed:	Date	Road
Cut grass along shoulders of road on county right of way	6/2/2022	Rio Vista Drive
Cut grass along shoulders of road on county right of way	6/2/2022	McIntyre Boat Ramp
Cut grass along shoulders of road on county right of way	6/2/2022	Rio Vista Drive
Cut grass along shoulders of road on county right of way	6/2/2022	McIntyre Boat Ramp
Cut grass along shoulders of road on county right of way	6/2/2022	Rio Vista Drive
Cut grass along shoulders of road on county right of way	6/2/2022	McIntyre Boat Ramp

District 2 - Commissioner Boldt

Work Performed:	Date	Road
Inmate School	6/7/2022	Franklin County Corrections Facility
Culvert installation	6/9/2022	Infeild Drive (Bluewayer Bay BLVD)
Culvert installation	6/9/2022	Infeild Drive (Bluewayer Bay BLVD)
Flagged	6/9/2022	5th Street SE (City of Carrabelle)
Cleaned out culverts, Cut grass in ditches	6/9/2022	5th Street E (City of Carrabelle)
Dig out ditches	6/13/2022	Avenue F SE (City of Carrabelle)
Dig out ditches	6/13/2022	5th Street SE (City of Carrabelle)
Flagged	6/13/2022	Avenue F SE (City of Carrabelle)
Flagged	6/13/2022	5th Street SE (City of Carrabelle)
Moved Wall Blocks	6/14/2022	Chip Morrison Road
Moved Wall Blocks	6/14/2022	Gulf Shore BLVD
Repaired water drain	6/14/2022	Royal Tern Way
Moved Wall Blocks	6/14/2022	Chip Morrison Road
Moved Wall Blocks	6/14/2022	Gulf Shore BLVD
Repaired water drain	6/14/2022	Royal Tern Way
Sink Hole, Filled in	6/15/2022	Spoonbill Court
Pot hole Repair (Fill)	6/15/2022	Kookaburra Lane
Sink Hole, Filled in	6/15/2022	Spoonbill Court
Pot hole Repair (Fill)	6/15/2022	Kookaburra Lane
Pot hole Repair (Fill)	6/15/2022	Kookaburra Lane
Sink Hole, Filled in	6/15/2022	Spoonbill Court
		0

Material HAUL From:	Date	Road	Cubic Yards	Tons
Ditch Dirt	6/9/2022	5th Street E (City of Carrabelle)	18	0
Ditch Dirt	6/9/2022	Infeild Drive (Bluewayer Bay BLVD)	18	0
Ditch Dirt	6/9/2022	5th Street E (City of Carrabelle)	36	0
Ditch Dirt	6/13/2022	CR30A	36	0
Ditch Dirt	6/13/2022	5th Street E (City of Carrabelle)	54	0
Ditch Dirt	6/13/2022	Avenue F SE (City of Carrabelle)	36	0
Ditch Dirt		**TOTAL**	**198**	**0**

Material HAUL To:	Date	Road	Cubic Yards	Tons
Black Dirt	6/9/2022	Infeild Drive (Bluewayer Bay BLVD)	18	0
Black Dirt		**TOTAL**	**18**	**0**
Cold Mix, Asphalt	6/14/2022	Royal Tern Court	8	0
Cold Mix, Asphalt	6/15/2022	Spoonbill Court	4	0
Cold Mix, Asphalt	6/15/2022	Kookaburra Lane	4	0
Cold Mix, Asphalt		**TOTAL**	**16**	**0**
Dirty 89 Lime Rock	6/9/2022	Infeild Drive (Bluewayer Bay BLVD)	18	0
Dirty 89 Lime Rock		**TOTAL**	**18**	**0**

District 3 - Commissioner Lockley

Work Performed:	Date	Road
Litter Pickup	6/1/2022	Martin Luther King Jr. Ave. (City of Apalachic
Litter Pickup	6/1/2022	Avenue I (City of Apalachicola)
Litter Pickup	6/1/2022	Martin Luther King Jr. Ave. (City of Apalachic
Litter Pickup	6/1/2022	10th Street (City of Apalachicola)
Litter Pickup	6/1/2022	Avenue G (City of Apalachicola)

District 3 - Commissioner Lockley

Work Performed:	Date	Road
Litter Pickup	6/1/2022	Avenue H (City of Apalachicola)
Litter Pickup	6/1/2022	Avenue I (City of Apalachicola)
Litter Pickup	6/1/2022	Avenue L (City of Apalachicola)
Litter Pickup	6/1/2022	6th Street (City of Apalachicola)
Litter Pickup	6/1/2022	Avenue G (City of Apalachicola)
Litter Pickup	6/1/2022	10th Street (City of Apalachicola)
Litter Pickup	6/1/2022	Avenue H (City of Apalachicola)
Litter Pickup	6/1/2022	6th Street (City of Apalachicola)
Litter Pickup	6/1/2022	9th Street (City of Apalachicola)
Litter Pickup	6/1/2022	6th Street (City of Apalachicola)
Litter Pickup	6/1/2022	9th Street (City of Apalachicola)
Litter Pickup	6/1/2022	Avenue I (City of Apalachicola)
Litter Pickup	6/1/2022	Martin Luther King Jr. Ave. (City of Apalachic
Litter Pickup	6/1/2022	9th Street (City of Apalachicola)
Litter Pickup	6/1/2022	Avenue H (City of Apalachicola)
Litter Pickup	6/1/2022	10th Street (City of Apalachicola)
Litter Pickup	6/1/2022	Avenue G (City of Apalachicola)
Litter Pickup	6/1/2022	Avenue L (City of Apalachicola)
Litter Pickup	6/1/2022	Avenue L (City of Apalachicola)
Litter Pickup	6/15/2022	Avenue M (City of Apalachicola)
Litter Pickup	6/15/2022	Avenue L (City of Apalachicola)
Litter Pickup	6/15/2022	Martin Luther King Jr. Ave. (City of Apalachic
Litter Pickup	6/15/2022	Avenue G (City of Apalachicola)
Litter Pickup	6/15/2022	Avenue I (City of Apalachicola)
Litter Pickup	6/15/2022	9th Street (City of Apalachicola)
Litter Pickup	6/15/2022	Avenue L (City of Apalachicola)
Litter Pickup	6/15/2022	12th Street (City of Apalachicola)
Litter Pickup	6/15/2022	Martin Luther King Jr. Ave. (City of Apalachic
Litter Pickup	6/15/2022	8th Street (City of Apalachicola)
Litter Pickup	6/15/2022	12th Street (City of Apalachicola)
Litter Pickup	6/15/2022	10th Street (City of Apalachicola)
Litter Pickup	6/15/2022	Avenue M (City of Apalachicola)
Litter Pickup	6/15/2022	8th Street (City of Apalachicola)
Litter Pickup	6/15/2022	Avenue G (City of Apalachicola)
Litter Pickup	6/15/2022	10th Street (City of Apalachicola)
Litter Pickup	6/15/2022	9th Street (City of Apalachicola)
Litter Pickup	6/15/2022	Avenue I (City of Apalachicola)
		0

Material HAUL From:	Date	Road	Cubic Yards	Tons
Litter	6/1/2022	Avenue L (City of Apalachicola)	0.200000003	0
Litter	6/1/2022	10th Street (City of Apalachicola)	0.200000003	0
Litter	6/1/2022	Avenue H (City of Apalachicola)	0.200000003	0
Litter	6/1/2022	9th Street (City of Apalachicola)	0.200000003	0
Litter	6/1/2022	Martin Luther King Jr. Ave. (City of Apalachic	0.200000003	0
Litter	6/1/2022	6th Street (City of Apalachicola)	0.200000003	0
Litter	6/1/2022	Avenue G (City of Apalachicola)	0.200000003	0
Litter	6/1/2022	Avenue I (City of Apalachicola)	0.200000003	0
Litter	6/15/2022	Avenue L (City of Apalachicola)	0.5	0

District 3 - Commissioner Lockley

Material HAUL From:	Date	Road	Cubic Yards	Tons
Litter	6/15/2022	8th Street (City of Apalachicola)	0.5	0
Litter	6/15/2022	12th Street (City of Apalachicola)	0.5	0
Litter	6/15/2022	10th Street (City of Apalachicola)	0.5	0
Litter	6/15/2022	9th Street (City of Apalachicola)	0.5	0
Litter	6/15/2022	Avenue G (City of Apalachicola)	0.5	0
Litter	6/15/2022	Avenue M (City of Apalachicola)	0.5	0
Litter	6/15/2022	Avenue I (City of Apalachicola)	0.5	0
Litter	6/15/2022	Martin Luther King Jr. Ave. (City of Apalachic	0.5	0
Litter		**TOTAL**	**6.100000024**	**0**

District 4 - Commissioner Parrish

Work Performed:	Date	Road
Litter Pickup	6/1/2022	Gibson Road
Cut grass along shoulders of road on county right of way	6/1/2022	Thomas Drive
Cut grass along shoulders of road on county right of way	6/1/2022	Pal Rivers Road
Cut grass along shoulders of road on county right of way	6/1/2022	Gibson Road
Litter Pickup	6/1/2022	Gibson Road
Litter Pickup	6/1/2022	Gibson Road
Litter Pickup	6/2/2022	Brownsville Road
Litter Pickup	6/2/2022	26th Avenue
Litter Pickup	6/2/2022	Oyster Road
Litter Pickup	6/2/2022	Jackie Whitehurst Street
Litter Pickup	6/2/2022	Oak Drive
Litter Pickup	6/2/2022	Pine Drive
Litter Pickup	6/2/2022	Oyster Road
Litter Pickup	6/2/2022	Kevin Road
Litter Pickup	6/2/2022	Bluff Road
Litter Pickup	6/2/2022	Pine Log Road
Litter Pickup	6/2/2022	Magnolia Lane
Litter Pickup	6/2/2022	Bayview Drive
Litter Pickup	6/2/2022	Magnolia Lane
Litter Pickup	6/2/2022	Brownsville Road
Litter Pickup	6/2/2022	Jackie Whitehurst Street
Litter Pickup	6/2/2022	26th Avenue
Litter Pickup	6/2/2022	Bayview Drive
Litter Pickup	6/2/2022	Kevin Road
Litter Pickup	6/2/2022	26th Avenue
Litter Pickup	6/2/2022	Oyster Road
Litter Pickup	6/2/2022	Magnolia Lane
Litter Pickup	6/2/2022	Pine Log Road
Litter Pickup	6/2/2022	Pine Drive
Litter Pickup	6/2/2022	Bluff Road
Cut grass along shoulders of road on county right of way	6/2/2022	Bay City Work Camp
Cut grass along shoulders of road on county right of way	6/2/2022	Fence Line Apalachicola Air Port
Cut grass along shoulders of road on county right of way	6/2/2022	Brownsville Road
Cut grass along shoulders of road on county right of way	6/2/2022	Jackie Whitehurst Street
Cut grass along shoulders of road on county right of way	6/2/2022	Oyster Road
Cut grass along shoulders of road on county right of way	6/2/2022	Pine Drive
Litter Pickup	6/2/2022	Oak Drive

District 4 - Commissioner Parrish

Work Performed:	Date	Road
Litter Pickup	6/2/2022	Bayview Drive
Litter Pickup	6/2/2022	Oak Street
Litter Pickup	6/2/2022	Brownsville Road
Litter Pickup	6/2/2022	Bluff Road
Litter Pickup	6/2/2022	Pine Drive
Litter Pickup	6/2/2022	Kevin Road
Litter Pickup	6/2/2022	Jackie Whitehurst Street
Litter Pickup	6/2/2022	Bluff Road
Litter Pickup	6/2/2022	Pine Log Road
Litter Pickup	6/2/2022	Magnolia Lane
Litter Pickup	6/2/2022	Pine Drive
Litter Pickup	6/2/2022	Brownsville Road
Litter Pickup	6/2/2022	Oyster Road
Litter Pickup	6/2/2022	Oak Drive
Litter Pickup	6/2/2022	Kevin Road
Litter Pickup	6/2/2022	Bayview Drive
Litter Pickup	6/2/2022	26th Avenue
Litter Pickup	6/2/2022	Jackie Whitehurst Street
Litter Pickup	6/2/2022	Pine Log Road
Cut grass along shoulders of road on county right of way	6/6/2022	Alan Drive
Culvert installation - Prior to paving CR30	6/6/2022	13 Mile
Cut grass along shoulders of road on county right of way	6/6/2022	Brownsville Road
Cut grass along shoulders of road on county right of way	6/6/2022	BayShore Drive
Cut grass along shoulders of road on county right of way	6/6/2022	Marks Street
Culvert installation, Flagged - Prior to paving CR30	6/6/2022	13 Mile
Ground Maintenance (Cut grass, picked up litter, Weed Eat)	6/6/2022	Bluff Road
Ground Maintenance (Cut grass, picked up litter, Weed Eat)	6/6/2022	Emergency Management (Apalachicola)
Cut grass along shoulders of road on county right of way	6/6/2022	Fence Line Apalachicola Air Port
Ground Maintenance (Cut grass, picked up litter, Weed Eat)	6/6/2022	Bluff Road
Ground Maintenance (Cut grass, picked up litter, Weed Eat)	6/6/2022	Emergency Management (Apalachicola)
Culvert installation, Prior to paving CR30	6/6/2022	13 Mile
Culvert installation, Flagged - Prior to paving CR30	6/6/2022	13 Mile
Ground Maintenance (Cut grass, picked up litter, Weed Eat)	6/6/2022	Bike Path (Bluff Road, Apalachicola)
Cut grass along shoulders of road on county right of way	6/6/2022	Chapman Road
Ground Maintenance (Cut grass, picked up litter, Weed Eat)	6/6/2022	Emergency Management (Apalachicola)
Litter Pickup	6/7/2022	Abercrombie Lane
Cut grass along shoulders of road on county right of way	6/7/2022	Johnson Lane
Litter Pickup	6/7/2022	Abercrombie Lane
Litter Pickup	6/7/2022	Long Road
Litter Pickup	6/7/2022	Hathcock Road
Litter Pickup	6/7/2022	Sas Road
Litter Pickup	6/7/2022	Bluff Road
Litter Pickup	6/7/2022	Linden Road
Litter Pickup	6/7/2022	Johnson Lane
Litter Pickup	6/7/2022	Waddell Road
Litter Pickup	6/7/2022	Melanie Lane
Flagged	6/7/2022	8 Mile
Flagged	6/7/2022	CR30A
Litter Pickup	6/7/2022	Squire Road

District 4 - Commissioner Parrish

Work Performed:	Date	Road
Cut grass along shoulders of road on county right of way	6/7/2022	Squire Road
Sign Maintenance	6/7/2022	Bluff Road
Cut grass along shoulders of road on county right of way	6/7/2022	Abercrombie Lane
Cut grass along shoulders of road on county right of way	6/7/2022	Hathcock Road
Cut grass along shoulders of road on county right of way	6/7/2022	Peachtree Road
Cut grass along shoulders of road on county right of way	6/7/2022	Long Road
Cut grass along shoulders of road on county right of way	6/7/2022	Sas Road
Graded Road(s)	6/7/2022	13 Mile
Graded Road(s)	6/7/2022	10 Mile
Graded Road(s)	6/7/2022	9 mile
Graded Road(s)	6/7/2022	Teat Road
Dig out ditches	6/7/2022	CR30A
Cleaned out culverts	6/7/2022	Hathcock Road
Cut grass along shoulders of road on county right of way	6/7/2022	Bluff Road
Litter Pickup	6/7/2022	Linden Road
Litter Pickup	6/7/2022	Linden Road
Litter Pickup	6/7/2022	Bluff Road
Litter Pickup	6/7/2022	Squire Road
Litter Pickup	6/7/2022	Peachtree Road
Litter Pickup	6/7/2022	Johnson Lane
Litter Pickup	6/7/2022	Hathcock Road
Litter Pickup	6/7/2022	Long Road
Litter Pickup	6/7/2022	Sas Road
Litter Pickup	6/7/2022	Waddell Road
Litter Pickup	6/7/2022	Melanie Lane
Litter Pickup	6/7/2022	Bluff Road
Litter Pickup	6/7/2022	Peachtree Road
Litter Pickup	6/7/2022	Peachtree Road
Litter Pickup	6/7/2022	Melanie Lane
Pot hole Repair (Fill)	6/7/2022	Courthouse (Apalachicola)
Sign Maintenance	6/7/2022	Bluff Road
Sign Maintenance	6/7/2022	Bay City Road
Litter Pickup	6/7/2022	Squire Road
Pot hole Repair (Fill)	6/7/2022	Courthouse (Apalachicola)
Sign Maintenance	6/7/2022	Bay City Road
Litter Pickup	6/7/2022	Waddell Road
Litter Pickup	6/7/2022	Sas Road
Litter Pickup	6/7/2022	Long Road
Litter Pickup	6/7/2022	Hathcock Road
Litter Pickup	6/7/2022	Abercrombie Lane
Litter Pickup	6/7/2022	Johnson Lane
Cut grass along shoulders of road on county right of way	6/8/2022	Bluff Road
Sign Maintenance	6/8/2022	Squire Road
Cut grass along shoulders of road on county right of way	6/8/2022	Waddell Road
Cut grass along shoulders of road on county right of way	6/8/2022	Pine Log Road
Sign Maintenance	6/8/2022	Squire Road
Cut grass along shoulders of road on county right of way	6/8/2022	Magnolia Lane
Cut grass along shoulders of road on county right of way	6/14/2022	Marks Street

District 4 - Commissioner Parrish

Work Performed:	Date	Road		
			0	

Material HAUL From:	Date	Road	Cubic Yards	Tons
Culvert (Old, throw out, Bad)	6/6/2022	13 Mile	1	0
Culvert (Old, throw out, Bad)		**TOTAL**	**1**	**0**
Ditch Dirt	6/6/2022	CR30A	36	0
Ditch Dirt	6/6/2022	CR30A	36	0
Ditch Dirt	6/7/2022	CR30A	18	0
Ditch Dirt	6/7/2022	Hathcock Road	18	0
Ditch Dirt		**TOTAL**	**108**	**0**
Litter	6/1/2022	Gibson Road	0.200000003	0
Litter	6/2/2022	Kevin Road	0.5	0
Litter	6/2/2022	Jackie Whitehurst Street	0.5	0
Litter	6/2/2022	Jackie Whitehurst Street	0.25	0
Litter	6/2/2022	Brownsville Road	0.25	0
Litter	6/2/2022	Magnolia Lane	0.5	0
Litter	6/2/2022	Pine Log Road	0.5	0
Litter	6/2/2022	Bluff Road	0.200000003	0
Litter	6/2/2022	Bluff Road	0.5	0
Litter	6/2/2022	Oak Street	0.25	0
Litter	6/2/2022	26th Avenue	0.25	0
Litter	6/2/2022	Bayview Drive	0.25	0
Litter	6/2/2022	26th Avenue	0.5	0
Litter	6/2/2022	Kevin Road	0.25	0
Litter	6/2/2022	Brownsville Road	0.5	0
Litter	6/2/2022	Magnolia Lane	0.25	0
Litter	6/2/2022	Oyster Road	0.25	0
Litter	6/2/2022	Pine Log Road	0.25	0
Litter	6/2/2022	Bayview Drive	0.5	0
Litter	6/2/2022	Oak Drive	0.5	0
Litter	6/2/2022	Pine Drive	0.5	0
Litter	6/2/2022	Oyster Road	0.5	0
Litter	6/2/2022	Pine Drive	0.25	0
Litter	6/7/2022	Sas Road	0.5	0
Litter	6/7/2022	Squire Road	0.5	0
Litter	6/7/2022	Bluff Road	1	0
Litter	6/7/2022	Melanie Lane	1	0
Litter	6/7/2022	Linden Road	0.5	0
Litter	6/7/2022	Johnson Lane	0.5	0
Litter	6/7/2022	Abercrombie Lane	0.5	0
Litter	6/7/2022	Long Road	0.5	0
Litter	6/7/2022	Hathcock Road	0.5	0
Litter	6/7/2022	Peachtree Road	0.5	0
Litter	6/7/2022	Waddell Road	0.5	0
Litter		**TOTAL**	**14.90000001**	**0**

Material HAUL To:	Date	Road	Cubic Yards	Tons
15" X 20' Culvert BP, purchased to install prior to paving of CR30	6/6/2022	13 Mile	2	0

District 4 - Commissioner Parrish

Material HAUL To:	Date	Road	Cubic Yards	Tons
15" X 20' Culvert BP		**TOTAL**	**2**	**0**
Black Dirt	6/7/2022	13 Mile	18	0
Black Dirt		**TOTAL**	**18**	**0**
Cold Mix, Asphalt	6/7/2022	Courthouse (Apalachicola)	3	0
Cold Mix, Asphalt		**TOTAL**	**3**	**0**
Dirty 89 Lime Rock	6/6/2022	13 Mile	18	0
Dirty 89 Lime Rock	6/7/2022	Teat Road	18	0
Dirty 89 Lime Rock		**TOTAL**	**36**	**0**
Ditch Dirt	6/6/2022	13 Mile	18	0
Ditch Dirt		**TOTAL**	**18**	**0**
Sand	6/6/2022	13 Mile	18	0
Sand	6/7/2022	8 Mile	18	0
Sand		**TOTAL**	**36**	**0**

District 5 - Commissioner Ward

Work Performed:	Date	Road
Graded Road(s)	6/2/2022	Gardners Landing Road
Graded Road(s)	6/2/2022	Bloody Bluff Road
Culvert installation	6/9/2022	Mill Road
Culvert installation	6/9/2022	Mill Road
Weed Eat & Cut Grass around signs & Culverts, Cut grass along shoulders of road on county right of way, Litter Pickup	6/9/2022	Avenue A (District 5)
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/9/2022	Avenue A (District 5)
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts, Litter Pickup	6/13/2022	Avenue A (District 5)
Cut grass along shoulders of road on county right of way, Weed Eat & Cut Grass around signs & Culverts	6/13/2022	Avenue A (District 5)
Sign Maintenance	6/14/2022	6th Street
Moved Wall Blocks	6/14/2022	Vroomin Park
Cleaned out culverts	6/14/2022	Ridge Road
Cleaned out culverts	6/14/2022	Ridge Road
Sign Maintenance	6/14/2022	Ridge Road
Sign Maintenance	6/14/2022	6th Street
Sign Maintenance	6/14/2022	Ridge Road
Checked county roads for safety of traveling for public	6/15/2022	Jeffie Tucker Road
Checked county roads for safety of traveling for public	6/15/2022	Wright Lake Road (Forestry Road #101)
Checked county roads for safety of traveling for public	6/15/2022	Brick Yard Road (Forestry Road #129)
Checked county roads for safety of traveling for public	6/15/2022	Ashley Landing Road (Forestry Road #101-A)
Checked county roads for safety of traveling for public	6/15/2022	Hickory Landing Road (Forestry Road #101-B
Checked county roads for safety of traveling for public	6/15/2022	Power Line Road (Forestry Road #166)
Checked county roads for safety of traveling for public	6/15/2022	Bloody Bluff Road
Checked county roads for safety of traveling for public	6/15/2022	North Road
Checked county roads for safety of traveling for public	6/15/2022	Sand Beach Road
Checked county roads for safety of traveling for public	6/15/2022	Hickory Landing Road (Forestry Road #101-B
Checked county roads for safety of traveling for public	6/15/2022	Brick Yard Road (Forestry Road #129)
Checked county roads for safety of traveling for public	6/15/2022	North Road
Checked county roads for safety of traveling for public	6/15/2022	Jeffie Tucker Road

District 5 - Commissioner Ward

Work Performed:	Date	Road
Checked county roads for safety of traveling for public	6/15/2022	Wright Lake Road (Forestry Road #101)
Checked county roads for safety of traveling for public	6/15/2022	Gardners Landing Road
Checked county roads for safety of traveling for public	6/15/2022	Gardners Landing Road
Checked county roads for safety of traveling for public	6/15/2022	Power Line Road (Forestry Road #166)
Cut grass along shoulders of road on county right of way	6/15/2022	Cook Street
Checked county roads for safety of traveling for public	6/15/2022	Ashley Landing Road (Forestry Road #101-A)
Cut grass along shoulders of road on county right of way	6/15/2022	65 State Road
Checked county roads for safety of traveling for public	6/15/2022	Sand Beach Road
Litter Pickup, Cut grass along shoulders of road on county right of way	6/15/2022	65 State Road
Checked county roads for safety of traveling for public	6/15/2022	Bloody Bluff Road
Litter Pickup, Cut grass along shoulders of road on county right of way	6/15/2022	65 State Road
		0

Material HAUL From:	Date	Road	Cubic Yards	Tons
Ditch Dirt	6/9/2022	Mill Road	18	0
Ditch Dirt		**TOTAL**	**18**	**0**
Litter	6/9/2022	Avenue A (District 5)	0.25	0
Litter		**TOTAL**	**0.25**	**0**

Material HAUL To:	Date	Road	Cubic Yards	Tons
Black Dirt	6/2/2022	Gardners Landing Road	18	0
Black Dirt	6/2/2022	Gardners Landing Road	36	0
Black Dirt		**TOTAL**	**54**	**0**
Dirty 89 Lime Rock	6/2/2022	Bloody Bluff Road	36	0
Dirty 89 Lime Rock	6/2/2022	Bloody Bluff Road	36	0
Dirty 89 Lime Rock	6/9/2022	Mill Road	18	0
Dirty 89 Lime Rock		**TOTAL**	**90**	**0**

MEETING DATE: June 20, 2022

NAME/DEPARTMENT/AGENCY: Howard Nabors, Road Department

TOTAL ATTACHMENTS: 14

==========

Road Department Board Report

Information Items

1. Detail of Work Performed and Material Hauled by District (see attached documents)
2. Howard Nabors will not be able to attend the June 20, 2022, Board of County Commissioners meeting due to taking the G-205 Recovery from Disaster two-day class at Emergency Management.
3. Retirement – Charles "Lamar" Hardy a board employee for 35 years will be retiring on Thursday, June 30, 2022. We would like to invite the commissioners to a small retirement party the employees at the Road Department and Mosquito Control will be sponsoring for him at the Road Department on Thursday, June 30th, 2022, at 12 pm.
4. Would like to inform the board that we are down to basically 1 inmate per crew, we have 6 crews and very seldom 2 inmates are sent out with a crew.
5. Would like to make sure the board is aware that the road department replaced a culvert at 13 mile and CR 30 in Apalachicola prior to the paving.

FRANKLIN COUNTY DEPARTMENT OF
Solid Waste & Recycling ❖ Animal Control ❖ Parks & Recreation
210 State Road 65
Eastpoint, Florida 32328
Tel.: 850-670-8167
Fax: 850-670-5716
Email: fcswd@fairpoint.net

DIRECTOR'S REPORT
FOR: The Franklin County Board of County Commissioners
DATE June 21, 2022
TIME: 9:00 A.M.

SUBJECT(S):

Waste Management Disposal Service Agreement:
The current disposal contract between Franklin County and Waste Management is set to expire September 30, 2022. Under Section 3, Term of Contract, it states" This Agreement may be renewed for additional terms of five (5) years upon the mutual agreement of the parties expressed in writing before the expiration of the existing term." Waste Management propose the following:

- **Disposal rate of $29/ton** (current rate $18.22)
- **Annual CPI-WST (water, sewer, trash)**
- **5-year renewal expiring September 30, 2027**

FOR BOARD INFORMATION.

Right-of-Way Debris Pickup/Recycle Material Hauled June 1st – June 15th
FOR BOARD INFORMATION:

June 1st –June 15th
RIGHT–OF–WAY DEBRIS PICKUP

Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point
50.4 TONS	129.69 TONS	34.92 TONS	8.21 TONS	-0- TONS	1.75 TONS

RECYCLE MATERIAL HAULED

	Apalachicola	Eastpoint	St George Island	Carrabelle	Lanark	Alligator Point	St James
Cardboard	4.71 TONS	8.45 TONS	5.0 TONS	0 TONS	-0- TONS	-0- TONS	.38 TONS

REQUESTED ACTION: None

MODIFICATION #1 TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND FRANKLIN COUNTY

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Franklin County ("Recipient"), to modify Contract Number F0032, which began on July 1, 2019 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the State Homeland Security Grant program in the sum of **$200,000.00**;

WHEREAS, the Agreement expires on June 30, 2022; and,

WHEREAS, the Division and the Recipient desire to extend the terms of the Agreement; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and,

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The agreement is hereby extended as though it had never expired.

2. Paragraph 7 of the Agreement is hereby amended to read as follows:

   This Agreement shall begin July 1, 2019 and will end on June 30, 2023, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

3. All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: FRANKLIN COUNTY

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Kevin Guthrie, Director**

Date: _____

Franklin County Emergency Management 28 Airport Road, Apalachicola, Florida 32320 (850) 653-8977, Fax (850) 653-3643
Em3frank@fairpoint.net

Report to Board of County Commissioners

Date: June 21, 2022

Action Items:

1. Request the Boards approval and signing of the Modification #1 for the EOC Design Grant. The original grant expiration date was June 30, 2022. The modification extends the EOC design grant until June 30, 2023.
2. Request the Approval to transfer the Polaris currently under the EOC to Parks and Recreation.

Information Item:

1. 06/20/22 Desktop monitoring requirement by FDEM for EMPA and EMPG Grants.
2. 06/16/22 Loaned Speaker, Microphone, and Bullhorn to Scott Kelley for Tournament.
3. 06/16/22 Shared information on Heat Wave and weather for today on Facebook.
4. 06/16/22 Scanned and submitted markup of EOC Plans to Caleb with Dewberry as requested.
5. 06/15/22 Per city of Apalachicola, Sent Alert Franklin Msg to Rescind Boil Water notice originally issued on 06/02/22
6. 06/15/22 Sent out Severe Weather and Heat Advisory information on Alert Franklin and Social-Media. Included Slides regarding Pets, Elderly and the difference between Heat Exhaustion and Heat Stroke.
7. 06/15/22 Assisted 4 residents with setup for Alert Franklin.
8. 06/15/22 Sent out reminder regarding G-205 Recovery from Disaster, Local Government Role. Class will be hosted by EOC on 06/21/22-06/22/22.
9. 06/14/22 Corresponded with Berenice Hernandez with FDEM regarding DHS FY 2022 EOC Grant.
10. 06/14/22 Sent out Severe Storm Advisory via Alert Franklin and Social-Media.
11. 06/14/22 Corresponded with Joseph Colavolpe with Verisk regarding contacting Alligator Point Fire Department. Provided Contact information to Mr. Colavolpe for Chief Hartsfield.
12. 06/14/22 Completed After Action Report for the Build Your Disaster Bucket event.
13. 06/14/22 Submitted Franklin County Updated Logistics Plan to FDEM.
14. 06/14/22 Rescheduled Appointment with American Red Cross Representative per ARC Request.
15. 06/14/22 Participated in FEPA Meeting Committee webinar in which Jennifer Daniels is Co-Chair.
16. 06/14/22 Participated in Mitigate Florida webinar.
17. 06/14/22 Completed Re-Entry tags for new residents.
18. 06/14/22 Assisted Mr. Welson with Alert Franklin Setup.
19. 06/14/22 Updated Staff Certificates in SertTrac for compliance with NIMS, EMPA, EMPG, and other grants.

Franklin County Emergency Management 28 Airport Road, Apalachicola, Florida 32320 (850) 653-8977, Fax (850) 653-3643
Em3frank@fairpoint.net

20. 06/13/22 Spoke to St. George Island Fire Department Amy Cabrera regarding ID's for SGI Fire Department, NIMS Compliance, County Disaster Fuel Plan, and SGIFD Contacts. Will be working with Ms. Cabrera and Acting Chief Mathewson to update all of the above listed.
21. 06/13/22 Forwarded information on an Active Shooter Development Workshop to Sheriff's Department.
22. 06/13/22 Shared information on Pet Disaster Supply Kits, Tropical Weather Outlook, Heat Index, Beach Flag Warnings, Lighting, Pet Heat Safety to Facebook.
23. 06/13/22 Scheduled Desktop Monitoring with FDEM Grant Manager for 06/20/22.
24. 06/12/22 Shared Tropical Weather Info on Facebook.
25. 06/10/22 Shared Temperature Outlook on Facebook.
26. 06/09/22 Amanda completed webinar 2 for Intermediate academy.
27. 06/07/22 Amanda completed webinar 1 for Intermediate academy.
28. 06/06/22 Mailed out remaining Build Your Disaster Bucket Certificates of Appreciation.
29. 06/06/22 Spoke to Gabbie Cardona from PetHub regarding the Pet Id's and other useful items she handed out at Build Your Disaster Bucket event. Ms. Cardona is in the process of try to donate more of these items to EOC to be distributed as needed.
30. 06/06/22 Assisted Ms. Koon with Alert Franklin Setup.
31. 06/06/22 Completed Re-Entry Tags for new residents.
32. 06/06/22 Participated in FEPA Meeting Committee webinar.
33. 06/04/22 Participated in the 11:15am and 5:15pm call with FDEM, NWS, NHC regarding PTC 1L.
34. 06/03/22 Participated in the 11:15am and 5:15pm call with FDEM, NWS, NHC regarding PTC 1L.
35. 06/03/22 Sent Boil Water Notice to City of Apalachicola Resident who was not signed up for Alert Franklin. Assisted Resident with signing up for Alert Franklin.
36. 06/02/22 Sent out Boil Water Notice at the request of the City of Apalachicola.
37. EOC staff are working to update slides to be pushed out on our digital kiosks located throughout the county.
38. EOC staff are updating the logistics plan including the Emergency Fuel Plan.
39. EOC will be hosting a G-205 Recovery from Disaster: The Local Government Role 06/21/22-06/22/22. Scheduled Class and Emailed County and City officials inviting them to register and attend. This class was originally scheduled for 3 days but has now been reduced to 2.
40. EOC Staff continue to update our Kiosks located throughout Franklin County with COVID Information along with Preparedness information for storms and disasters.
    KIOSK LOCATIONS:
    Carrabelle – Franklin County Courthouse Carrabelle Annex
    Carrabelle Chamber of Commerce
    Eastpoint – Carquest
    Apalachicola – Franklin County Emergency Management
    Apalachicola Chamber of Commerce
    Apalachicola Post Office

Franklin County Emergency Management 28 Airport Road, Apalachicola, Florida 32320 (850) 653-8977, Fax (850) 653-3643
Em3frank@fairpoint.net

41. EOC Staff are verifying our SERT Emergency Sites including Disaster Recover Center's, County Staging Areas, County Points of Distribution, Sandbag Distribution Locations, etc.
42. EOC Staff are in the planning process for a WebEOC training for all persons who work the EOC during a disaster. This training will allow for ease of use of the WebEOC software during an event. Notices for this training will be sent out very soon.

Pamela Brownell

Pamela Brownell
Director

MEETING DATE: June 21, 2022

NAME/DEPARTMENT/AGENCY: James "Dewitt" Polous, Mosquito Control

TOTAL ATTACHMENTS: 0

==========

Mosquito Control Board Report

Action Items

1. **Approve Virginia Messer's $1000 salary budgeted transfer from the Mosquito Control Department to the Road Department (Already in budget) effective October 1, 2021.**

Information Items

1. **Spraying Schedule –** Depending on weather and mosquito counts/requests

Monday	Tuesday	Wednesday	Thursday	Friday
Apalachicola	St. George Island	Eastpoint	Apalachicola	St. George Island
Alligator Point, St. Teresa, and Lanark	Carrabelle	Alligator Point, St. Teresa, and Lanark	Carrabelle	Eastpoint

2. **Amount of Adulticide Sprayed: May 11, 2022 – June 14, 2022**

358.73 Gallons treated 51,898 acres

3. **Mosquito Spray Request- May 11, 2022 – June 14, 2022**

Alligator Point – 2
Apalachicola – 5
Carrabelle - 0
Eastpoint – 2
Lanark – 0
St. George Island 2

4. Adult Mosquito Trap Count-

Zone	Date	Count
Zone -1 Gibson Road, Apalachicola	6/7/2022	40
	6/2/2022	37
Zone -2 State Park, St. George Island	6/7/2022	50
	6/2/2022	40
Zone -3, Public Works, Eastpoint	6/14/2022	75
	6/7/2022	200
	6/2/2022	30
Zone -4, Ryan Drive, Carrabelle	6/14/2022	40
	6/7/2022	40
	6/2/2022	36

5. **Mosquito Control Drainage Ditches and Fall Out Ditches-**

<u>Mosquito Control Drainage Ditches -</u>
25th St to 24th Apalach (657 ft)
AirPort from Bayshore Dr going south from curve, Apalachicola 100 ft
Along Bluff Road / Big Oaks to River Apalachicola 425 ft
Long Road Apalachicola 1000ft
Oak St (South) Apalachicola 150 ft
School House Road, Eastpoint 150 ft
East Bay Dr, Eastpoint 650 ft
Flower Street, north, Eastpoint 950 ft
Gibson Rd to Bluff Road, Apalachicola 800 ft
Gilbert St, Eastpoint 1542 ft
Magnolia Cemetery - Apalachicola 1021 ft
Oyster Rd (West), Apalachicola 140 ft
S Curve on Ridge Road to west, Eastpoint 400 ft
Tallahassee St to Gilbert St, Eastpoint 1542 ft
Wilderness Road to the south, Eastpoint 150 ft
Bluff Road, Apalachicola (Pendleton Ditch) 1302 ft
Moore St, Eastpoint 150 ft
Patton Dr to Taylors Building Supply, Eastpoint
Behind Eastpoint post office on Old Ferry Dock Road, south to 98, south to Patton and west on Patton 1400 ft
Besides Earl King St and 25th Ave, Apalachicola 500 ft
Between Bluff Rd and Gibson Road, Apalachicola 800 ft
Between Carroll St / N Bayshore and Twin Lakes Rd/ Apple Way Eastpoint 500 ft
Between Elder / Apalachee St and US HWY 98 and Oak St 1871 ft
Between Franklin St / Hinton St & HWY 98/Oak St Lanark 2018 ft
Between Putnal St/Craig St and US HWY 98 / Oak St, Lanark 2196 ft
Long Road Apalachicola
Morris Cannon Rd to Bluff Road, Apalachicola 450 ft
On CC Land RD between East & West Coastline RV Park to HWY 98 500 ft
Oyster Road going North, Apalachicola 128 ft
Ridge Road to West 400 ft
South Franklin behind Taylors Building Supply, Eastpoint 1800 ft
Tomahawk Circle to the South 500 ft
Ditch at Eastpoint Church of God on Ave A, south 200 ft
Ditch at end of Bluff Road east to Apalachicola River, thru Big Oaks Subdivision 1200 ft
Second one south of HWY 98 between Hinton St and Putnal St, Lanark
Waste One ditch - "T" Shaped, Between Franklin & Varnes St and from Patton St to Bay
11 Mile at CR30 Apalach (350 ft)
12 Mile at CR30 Apalach (408)
8 Mile at CR30 Apalach (483 ft)
9 Mile East at CR30 Apalach (249 ft)
9 Mile West at CR30 Apalach (348 ft)
Ave F to Ryan Dr to River going north, Carrabelle Fl 800 ft

Fall out Ditches -

Between 25th to 24th Street, Apalachicola 657 ft
Between 2nd St and 4th St Apalachicola
Between David St & Moore St Eastpoint Fl 200 ft
Carolina St, Lanark from HWY 98 to Bay 250 ft
Close to Coastline RV Park, from CC Land Rd going south 400'
First one south of HWY 98 between Hinton St and Putnal St, Lanark 250 ft
Gilbert St, Indian Creek ditch that runs between Tallahassee & Gilbert St, Eastpoint 350 ft
Gray Ave going north Carrabelle 400 ft
In square of Varnes St, US HWY 98, David St & Moore St, Eastpoint (Fred Millender) 374 ft
Oak St North (Between Hinton & Franklin St) Lanark 400 ft
Pine Log Road North Apalachicola 878 ft
Porters Bar Creek from CC Land Rd going south 500' Eastpoint
Post Office Ditch, from Old Ferry Dock Rd to Patton Dr then goes west, Eastpoint 250 ft
Putnal St (From 98 going south to Oak St) Lanark 200 ft
River Road (East) from road to River Carrabelle 300 ft
S-Curve off Ridge Rd Eastpoint, 350 FT
South of 98 from Elder St, Lanark 325 ft
South of 98 from Franklin St, Lanark 467 ft
Sunset Circle from Road to River, Carrabelle 436 ft
13 Mile at CR30 Apalach (741 ft)
Pine Log Road Ditch - Apalachicola (878 ft)

MEETING DATE: June 21, 2022

DEPARTMENT: UF/IFAS Franklin County Extension Program

TOTAL ATTACHEMENTS: None

==========

Informational Items

General Extension Activities:

1. Extension Director participated in reviewing candidates for a faculty position at the North Florida Research and Education center. This position will work with other Extension faculty across the District on topics related to wildlife and forest management.
2. Extension staff hosted the five District Extension Directors from across the state for a meeting in Apalachicola.

Sea Grant Extension:

3. Extension Director assisted faculty in Gulf and Bay Counties to distribute scallops to volunteers in the annual Scallop Sitter program. Volunteers will monitor scallops in predator exclusion cages monthly in St. George Sound to improve survival and reproduction success of scallops as part of this multi-county restoration effort.

4-H Youth Development:

4. Extension staff conducted a 4-H Outdoor Adventure summer camp with other 4-H faculty. We hosted one a session on St. George Island with approximately 50 youth and 15 adult chaperones.
5. 4-H youth continue to meet and work on their archery skills development.

Family and Consumer Sciences:

6. Family Nutrition Program assistant continues nutrition programing in local schools.

Agriculture/Home Horticulture:

7. Extension Director conducted multiple field visits in Apalachicola, Eastpoint and St. George Island during this period to assist homeowners on various issues including, scale insect infestations, palm disease diagnosis and treatments, injured wildlife and more.

CITY OF CARRABELLE
CARRABELLE, FLORIDA

BRENDA LAPAZ
MAYOR-COMMISSIONER

FRANKLIN MATHES
COMMISSIONER

CAL ALLEN
COMMISSIONER

SEBRINA BROWN
COMMISSIONER

ANTHONY MILLENDER
COMMISSIONER

DAN HARTMAN
CITY ATTORNEY

COURTNEY DEMPSEY
CITY ADMINISTRATOR

KEISHA MESSER
CITY CLERK

1206 HWY 98 EAST
CARRABELLE, FLORIDA 32322
TELEPHONE: 850-697-3618
FAX: 850-697-3156

May 6, 2022

Members of the Franklin County Tourist Development Council,

The City of Carrabelle would like to add a wooden board walk over the existing dune system at McKissack Beach for erosion control. The dune walkovers are heavily used by tourist and help protect the City's and County's vulnerable dune areas from erosion caused by wayward foot traffic.

Would the TDC be able to assist the City in the construction cost of the dune walkover for erosion control at the McKissack Beach Public Beach Access? A dune walkover will likely cost $35,000.00 or so with todays labor and material cost.

Thank you all so much for consideration of this request and we appreciate any assistance that you can provide.

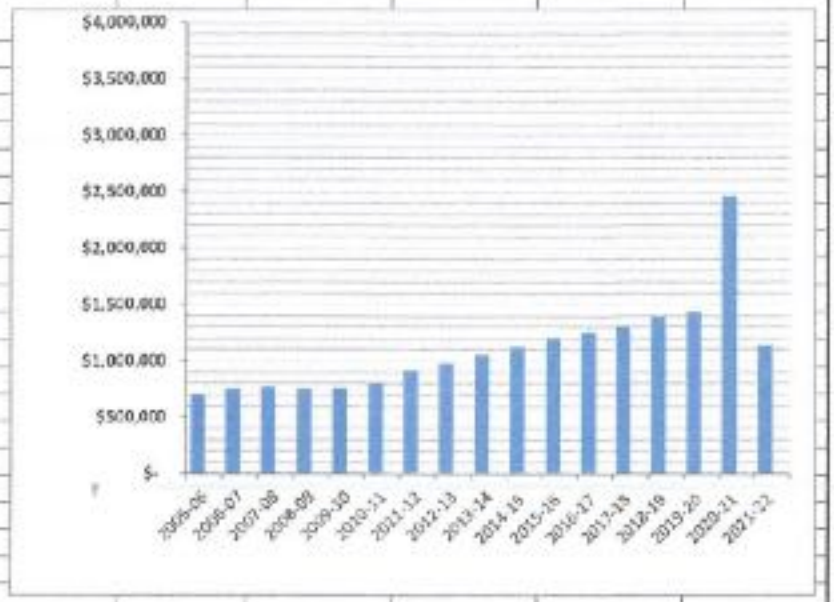
Regards,

Courtney Dempsey

Courtney Dempsey
City Administrator

FCTDC Collections Report for
2021-22 Year-to-Date Report
Through March 2022

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Month	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
2	October	$ 35,409	$ 32,810	$ 39,697	$ 38,598	$ 39,568	$ 36,996	$ 48,383	$ 53,543	$ 57,652	$ 58,876	$ 75,085	$ 95,108
3	November	$ 24,824	$ 24,717	$ 27,183	$ 25,889	$ 25,863	$ 26,438	$ 34,442	$ 40,334	$ 34,741	$ 40,066	$ 44,449	$ 46,044
4	December	$ 20,422	$ 16,055	$ 22,987	$ 23,167	$ 16,531	$ 19,936	$ 21,597	$ 21,511	$ 29,748	$ 30,979	$ 24,693	$ 41,580
5	January	$ 19,681	$ 26,490	$ 22,931	$ 22,960	$ 26,171	$ 23,359	$ 30,393	$ 33,657	$ 34,707	$ 38,805	$ 47,002	$ 41,669
6	February	$ 29,294	$ 44,901	$ 40,835	$ 39,452	$ 33,679	$ 34,981	$ 52,046	$ 49,356	$ 52,883	$ 42,755	$ 64,494	$ 60,423
7	March	$ 53,243	$ 45,843	$ 61,091	$ 49,779	$ 53,117	$ 61,990	$ 66,558	$ 80,880	$ 78,180	$ 83,626	$ 80,018	$ 84,583
8	April	$ 69,609	$ 70,930	$ 66,135	$ 73,881	$ 53,935	$ 70,611	$ 81,642	$ 90,243	$ 81,115	$ 101,310	$ 103,120	$ 89,950
9	May	$ 100,486	$ 114,101	$ 123,222	$ 104,768	$ 120,471	$ 90,635	$ 140,204	$ 115,590	$ 135,897	$ 143,700	$ 131,348	$ 110,485
10	June	$ 107,484	$ 166,004	$ 138,840	$ 143,508	$ 151,641	$ 172,030	$ 143,805	$ 195,838	$ 210,506	$ 195,093	$ 213,949	$ 226,795
11	July	$ 149,857	$ 95,128	$ 128,027	$ 131,277	$ 114,121	$ 147,874	$ 100,000	$ 153,198	$ 164,200	$ 182,235	$ 253,603	$ 242,037
12	August	$ 51,353	$ 69,864	$ 57,458	$ 56,832	$ 71,378	$ 60,658	$ 93,912	$ 86,743	$ 107,784	$ 129,880	$ 82,664	$ 121,809
13	September	$ 38,598	$ 46,282	$ 45,740	$ 41,299	$ 47,760	$ 57,593	$ 63,037	$ 57,171	$ 64,199	$ 75,778	$ 81,869	$ 90,214
14	Totals	$ 698,262	$ 752,825	$ 774,166	$ 750,890	$ 754,234	$ 803,141	$ 916,059	$ 978,073	$ 1,051,612	$ 1,123,104	$ 1,202,294	$ 1,250,696
15													
16	YOY %		$ 54,564	$ 21,341	$ (23,275)	$ 3,344	$ 48,907	$ 112,918	$ 62,014	$ 73,539	$ 71,492	$ 79,190	$ 48,401
17			7.8%	2.8%	-3.0%	0.4%	6.5%	14.1%	6.8%	7.5%	6.8%	7.1%	4.0%
18													
19	Month	2017-18	2018-19	2019-20	2020-21	2021-22	Increase / Decrease						
20	October	$ 85,823	$ 38,417	$ 89,660	$ 147,542	$ 294,549	$ 147,007						
21	November	$ 49,441	$ 87,784	$ 57,067	$ 86,470	$ 144,833	$ 58,363						
22	December	$ 37,182	$ 46,715	$ 52,527	$ 67,724	$ 116,196	$ 48,471						
23	January	$ 51,389	$ 52,063	$ 54,422	$ 115,730	$ 144,327	$ 28,597						
24	February	$ 58,338	$ 66,632	$ 95,017	$ 84,508	$ 182,356	$ 97,847						
25	March	$ 111,947	$ 127,975	$ 71,947	$ 149,485	$ 261,238	$ 111,753						
26	April	$ 103,422	$ 82,258	$ 20,067	$ 181,178								
27	May	$ 140,130	$ 166,130	$ 123,839	$ 276,459								
28	June	$ 269,049	$ 300,092	$ 283,735	$ 327,038								
29	July	$ 215,933	$ 209,374	$ 253,488	$ 551,474								
30	August	$ 111,323	$ 134,239	$ 190,136	$ 306,565								
31	September	$ 70,419	$ 90,052	$ 143,386	$ 164,076								
32	Totals	$ 1,804,898	$ 1,401,732	$ 1,432,091	$ 2,458,249	$ 1,143,498	$ 492,038						
33													
34	YOY %	$ 53,702	$ 97,334	$ 30,360	$ 1,026,157	$ (1,314,751)							
35		4.29%	7.46%	2.17%	71.65%								
36													
37	* October and November 2018 due to Hurricane Michael statistically are outliers.												
38	October and November 2019 compared with 2017-18 amounts are more representative,												
39	thus, these months show increases of 10% and 9% respectively, or YTD increase of 21%.												
40	* Coronavirus-19 March 1 - May 18 2020												
41	* July 1, 2021 Increase in tax rate to 3%												
42	* 2020-21 increase if rate had stayed at 2% = $685,452.64 or 47.86% increase												



File:TDC Collections YTD.xl
Updated 06/03/22

MEETING DATE: 6/21/2022

NAME/DEPARTMENT/AGENCY: TDC Administrator

TOTAL ATTACHMENTS: 2

==========

TDC Administrator's Report

Action Items: 1

1. On Wednesday June 8th the TDC Board approved to recommend awarding up to $40,000 (Reimbursable) to the City of Carrabelle for the construction of a Dune Beach Walkover for erosion control at McKissack Beach. **(Board Action Approve or Deny recommendation)**

Information Items:

1. The March 2022 Collections were $261,238

BCC Report for June 21, 2022 from the airport:

Good Morning Commissioners, Again most of my report this morning is lots of FYI:

a) Projects and issues addressed in previous meetings are still ongoing-- Master Plan, Flight Obstruction, Fuel Farm, Drainage, Equipment repair/shelter, Apron Rehab, Airport Managers office, T/Box hangars, Leases, Industrial Park, etc. etc.

b) Checking out "T" hangar roof leaking—also binding door complaints.

An inspection is scheduled with Andrew, Stan, Michael and my self for Monday.

Had a roofing contractor check out the FBO roof Monday 13th.

c) Met with John Collins discussing the vegetation flight obstructions. As discussed previously—the top priority is to reopen RW 18.

FDOT funding is available July 1st.

d) 6/14/22-- Funding meeting (Virtual) with FAA, FDOT, Erin, John, Michael, Commissioner Jones, me, etc.

e) FYI: Next scheduled quarterly CFASPP (FDOT—"Continuing Florida System Planning Process") meeting will be held at Northwest Florida Beaches Airport Thursday 6/23/2022.

f) Michael and Erin?

Respectfully,
Ted Mosteller

Franklin County Ordinance 2022-_____

AN ORDINANCE RESCINDING ORDINANCE 92-3 PROHIBITING VEHICLES HAVING MORE THAN TWO AXLES FROM COMING ON OR TRAVELING MCINTYRE ROAD AND AN EFFECTIVE DATE

Whereas, Franklin County has determined that it is in the best interests of the public health, safety and welfare to rescind Ordinance 92-3; now therefore be it resolved that,

IT IS ORDAINED that Franklin County Ordinance 92-3 is hereby rescinded.

All ordinances in conflict herewith are declared null and void.

This ordinance shall take effect according to law.

Adopted this the 21st day of June, 2022.

Franklin County, a political
Subdivision of the State of Florida

By:_____
Ricky D. Jones, Its Chairman

Attest:

By:_____
Michele Maxwell, Clerk

Approved as to form and legal sufficiency:

By:_____
Thomas M. Shuler, County Attorney

NOTICE OF INTENT TO CONSIDER ADOPTION OF A COUNTY ORDINANCE

Notice is given that on the 21st day of June, 2022, at 11:00 a.m. (ET), or as soon thereafter as is possible, in the courtroom at the Courthouse Annex, located at 34 Forbes Street, Apalachicola, Florida, the Franklin County Board of County Commissioners shall conduct a public hearing to consider adopting a county ordinance entitled:

AN ORDINANCE RESCINDING ORDINANCE 92-3 PROHIBITING VEHICLES HAVING MORE THAN TWO AXLES FROM COMING ON OR TRAVELING MCINTYRE ROAD AND AN EFFECTIVE DATE

The public is invited to attend the public hearing. Those persons who desire to speak regarding the adoption of the ordinance may appear at the hearing and shall be heard.

The proposed ordinance is on file with, and may be viewed at, the office of the Clerk of Court at the Franklin County Courthouse, which is located at 33 Market Street, Apalachicola, Florida.

The meeting room is handicap accessible; however, those persons who may require special assistance to attend the public meeting must make arrangements in advance by calling deputy clerk Jessica Gay at 850-653-8861, x100 at least two business days in advance of the meeting.

Any person who may desire to challenge the outcome of the meeting is responsible for recording a verbatim transcript of the meeting.

Instructions to publisher:
Publish as a ***display ad*** on June 9, 2022, in the Apalachicola Times
Invoice this ad to:
Franklin County
c/o Linda Phillips
33 Market Street, Suite 203
Apalachicola, Florida 32320

FRANKLIN COUNTY
FFY 2021-22 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SECOND PUBLIC HEARING
June 21, 2022

Purpose of the Hearing

- This is the second public hearing held to consider whether Franklin County shall proceed with the submission of a FFY 2021-22 CDBG application.
- The first public hearing was held on June 7, 2022.
- This second public hearing is held to present the draft CDBG application to the Commission and the public for comment, and also to ask that a motion and vote be made to submit this application to the Department of Economic Opportunity (DEO).
- A resolution that will serve as authorization to execute and submit the grant application has been provided for your consideration and a vote should be taken to adopt the resolution.
- The grant application due date is July 21, 2022.

CDBG Program must meet one of the following National Objectives:

- Provide benefit to low- and moderate-income persons;
- Prevent or eliminate slum or blight conditions; or
- Meet a need of recent origin having a particular urgency.

Description of Grant Category

- Housing Rehabilitation – Assists low-and-moderate income residents with physical improvements that address code, safety, and other rehabilitation items. In some cases, severely damaged structures may be demolished and replaced.

Description of Grant Project

- The County is proposing a request of $700,000 in CDBG Housing Rehabilitation grant funding to assist residents throughout the County's jurisdiction with necessary housing repairs. Necessary repairs may be provided in the form of renovation of existing housing units or new construction of a portion of or the entire housing unit. At a minimum, 10 LMI housing units will be rehabilitated and brought into compliance with the adopted housing code. Of these 10 LMI housing units, three homes will be addressed whose occupants qualify as “low income” (households whose income does not exceed 50% of median for Franklin County); and another two homes will be addressed whose occupants qualify as “very low income” (households whose income does not exceed 30% of median for Franklin County).

- In addition to assistance with housing repairs, temporary relocation assistance will be provided to residents who will be unable to remain in the home during construction, as needed. Currently the grant application is budgeting $582,000 for housing rehabilitation/replacement, $13,000 for temporary relocation, and $105,000 for administration costs. Only households that are low to moderate income are eligible to participate in the project; this ensures that the project meets a national objective.

Recommended Motions:

1. ***"Motion to submit the FFY 2021-22 Small Cities Community Development Block Grant Housing Rehabilitation application to the Florida Department of Economic Opportunity"***

2. ***"Motion to adopt the attached enabling resolution authorizing signature of the necessary application documents."***

RESOLUTION NO: _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR APPROVAL OF FRANKLIN COUNTY'S FFY 2021-22 COMMUNITY DEVELOPMENT BLOCK GRANT, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, Franklin County is experiencing a need for physical improvements to benefit low-to-moderate income persons;

NOW, THERFORE, BE IT RESOLVED by the Board of County Commissioners of Franklin County, Florida, in regular session this _____ day of _____, 2022, as follows:

SECTION 1. That the Community Development Block Grant (CDBG) program is declared to be a workable program for providing needed physical improvements to benefit low-to-moderate income persons indicated in the proposed FFY 2021-22 CDBG Housing Rehabilitation Category application.

SECTION 2. The Board of County Commissioners hereby directs the Chairman or County Administrator, in his absence, to sign all necessary certifications of the Community Development Block Grant application.

SECTION 3. That the Board of County Commissioners directs the Chairman or County Administrator, in his absence, to execute and submit the attached CDBG Housing Rehabilitation Category application to the Florida Department of Economic Opportunity for state approval.

SECTION 4. That the Chairman or County Administrator, in his absence, is authorized and directed to submit additional information in a timely manner as may be required by the Florida Department of Economic Opportunity.

SECTION 5. The proposed CDBG Housing Rehabilitation Category application is consistent with the local comprehensive plan.

SECTION 6. The County's comprehensive plan has been adopted as the County's Community Development Plan.

SECTION 7. That this Resolution shall take effect immediately upon its passage.

_____

Ricky D. Jones - Chairman

ATTEST:

_____

Michele Maxwell – Clerk of Courts

FRANKLIN COUNTY BUDGET WORKSHOP SCHEDULE
FY 2022/2023
July 21st, 2022 & July 22nd, 2022
Franklin County Courthouse Annex, 34 Forbes Street, Apalachicola, FL 32320

Time	Department / Agency	Tab Number
Thursday, July 21, 2022		
9:00 A.M.	Sheriff	1
	Property Appraiser	2
	Tax Collector	3
	Clerk of Courts	4
	Supervisor of Elections	5
10:15 A.M.	Road Department	6
	Solid Waste, Solid Waste Grant	7
	Animal Control	8
	Parks and Recreation	9
	Library	10
	Courthouse Maintenance	11
	Building Department	12
	Planning and Zoning	13
	Administrative Services, Fiscal Manager / Grants Coordinator	14
	Emergency Management	15
	Mosquito Control	16
	Veteran's Services	17
	Extension	18
1:30 P.M.	Health Department	19
	Weems Hospital	20
	Tourist Development Council	21
	Circuit & County Judge	22
	State Attorney	23
	Public Defender	24
	Guardian Ad Litem	25
	Franklin Soil & Water Conservation	26
	Dog Island Conservation District	27
	Apalachee Center	28
3:30 P.M	Auditor Fees	36
	Insurance	37
	Carrabelle Redevelopment Trust	38
	Apalachicola Redevelopment Trust	39
	Grants	40
	Other Funds	41
Friday, July 22nd, 2022		
10:00 A.M.	Franklin's Promise	29
	Carrabelle Food Pantry	30
	Franklin County Humane Society	31
	Refuge House	32
	Gulf County ARC - Transportation Disadvantaged	33
	Area Agency on Aging	34
	Franklin Foods	35
	Additional Discussion as Needed	

DocuSign Envelope ID: AE044296-B0CB-4131-ADD1-48B940C4C096

AMENDMENT THREE TO
GRANT AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS

On **November 15, 2019**, the State of Florida, Department of Economic Opportunity ("DEO"), and Franklin County Board of County Commissioners ("Grantee"), entered into Grant Agreement DL012 ("Agreement"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section D of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto;

WHEREAS, The Agreement was amended on **October 12, 2020**; and **February 20, 2021;** and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **Section A.** Agreement Period, is hereby deleted in its entirety and replaced with the following:

   A. **Agreement Period:** This Agreement is effective as of **July 1, 2019** (the "Effective Date") and shall continue until the earlier to occur of (a) **June 30, 2023** (the "Expiration Date") or (b) the date on which either Party terminates this Agreement. (the "Termination Date") The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

2. All other terms and conditions of the Agreement remain in full force and effect.

Remainder of this Page Intentionally left Blank

DocuSign Envelope ID: AE044296-B0CB-4131-ADD1-48B940C4C096

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement # **DL012** as amended. **This Amendment is effective as of June 30, 2022.**

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS	**DEPARTMENT OF ECONOMIC OPPORTUNITY**
SIGNED:	SIGNED:
Noah Lockley, Jr.	**Meredith Ivey**
Chairman	**Chief of Staff**
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

King's Plumbing, Inc.

8 Timberwood Ct. – Apalachicola, FL 32320
Office 850.653.9095 – Mobile 850.899.5490
kings_plumbing@yahoo.com

May 13, 2022 – revised June 20, 2022

Franklin County Land Fill

4 - Hydro pump 3 h.p.	31,800.00
2 - duplex pump control boxes	3,032.50
12 - cable weights	301.44
2 - 4in. mec gate valve	1,960.27
1 - 4in. mec sleeve	248.16
Labor	6,000.00
Total	43,342.37

Price does not include freight or taxes.

Dewberry

Dewberry Engineers Inc.
324 Marina Drive
Port Saint Joe, FL 32456

850.227.7200
850.227.7215 fax
www.dewberry.com

June 20, 2022

Mr. Ricky Jones
Chairman
Franklin County Board of County Commissioners
34 Forbes Street, Suite 1
Apalachicola, Florida 32320

Re: 2nd Street and US 98 Intersection Repair

Dear Mr. Jones,

Dewberry Engineers Inc. (DEI) is pleased to provide this proposal for professional services. It is our understanding the County wishes DEI to assist with the survey, design, bidding and contract award, and construction inspection of the proposed intersection repair to be located on the intersection of 2nd street and US 98 in Eastpoint. DEI will perform these professional services as described below for a lump sum amount of **$19,875.00**.

A. DESIGN AND PERMITTING

1. DEI will provide survey control throughout the project area.
2. DEI will provide topographic survey as necessary to establish grades.
3. DEI will establish right-of-way as necessary for design.
4. DEI will locate all above and below ground utilities as necessary. Utility locates will be based on field locations by utility companies.
5. DEI will prepare construction plans suitable for bidding and construction.
6. DEI will provide signing and marking plans in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).
7. DEI will obtain an FDOT Driveway Safety Upgrade Permit if required.
8. Geotechnical services to include hand auger borings to provide pavement recommendations.

Task A Total = $ 12,875.00

B. BIDDING AND CONTRACT AWARD SERVICES

1. DEI will prepare contract documents and specifications necessary for bidding the project for construction.
2. DEI will assist the County in receiving bids and provide a recommendation for award.
3. DEI will assist in any pre-construction meetings.

Task B Total = $ 2,250.00

C. CONSTRUCTION ADMINISTRATION AND INSPECTION

1. DEI will provide periodic onsite construction observation services, up to five (5) site visits, from Notice to Proceed through Final Completion.
2. DEI will assist in any progress meetings.
3. DEI will provide site visit reports including photographs documenting DEI's observations.
4. DEI will approve Contractor's monthly pay requests.

Task C Total = $4,750.00

TOTAL PROPOSED FEE: $19,875.00

All terms and conditions of this Task Order shall be governed by the terms and conditions in the current Professional Services Agreement between Franklin County and Dewberry Engineers Inc. dated February 14th, 2018.

Please note the following services are excluded from this Task Order.

1. Title searches or opinions
2. Construction stakeout surveying
3. As-built surveys
4. Wetlands permitting or any other permitting outside of FDOT driveway permitting.
5. Permitting Fees
6. Boundary Surveys
7. NPDES Permitting
8. Resident Inspection Services

If you have any questions, please do not hesitate to contact us. We appreciate the opportunity to provide these services to you.

Sincerely,

Approved by:

Ricky Jones, Chairman

Caleb Brown
Engineer
Dewberry
324 Marina Drive
Port St Joe, FL 32456
850-320-2513
cbrown@dewberry.com

Date: _____

VIA EMAIL

May 20, 2022

mrd associates, inc.
Coastal, Marine & Water Resources Engineering
543 Harbor Blvd., Suite 204
Destin, Florida USA 32541
850.654.1555 • (fax) 654.0550

Erin Griffith
Fiscal Manager / Grants Coordinator
Franklin County Board of County Commissioners
33 Market Street, Suite 305
Apalachicola, Florida 32320
erin@franklincountyflorida.com
850.653.9783 ext. 158

Subject: 3rd Street West Dune Walkovers
Coastal Construction Control Line Permitting and Design

Ms. Griffith,

Per your request, this is our proposed *Agreement for Professional Services* [AGREEMENT] to provide coastal consulting services to obtain a Coastal Construction Control Line (CCCL) permit from the Florida Department of Environmental Protection (DEP) for the proposed dune walkover located at 3rd Street West, St. George Island, Franklin County, Florida and approximately 315-feet west of DEP R-Monument R-83. The project will consist of a wood dune walkover and possibility of a landward Mobi Mat, but does not include dune nourishment, plants or lightening. Refer to the Figure 1. The services under this Scope of Work will also include the design and preparation of Construction Drawings and Technical Specifications. The following are proposed terms of AGREEMENT to be provided by MRD ASSOCIATES, INC. (MRD) for FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS (CLIENT).

I. SCOPE OF WORK

Task 1.0 Consultations and Meetings

MRD will consult with the CLIENT when called upon, and attend meetings, conference calls or prepare additional information not included in the following SCOPE OF WORK when requested by the CLIENT. These services will be provided on an hourly and cost basis in accordance with the attached General Contract Conditions, dated January 1, 2022, if not explicitly covered in this AGREEMENT. Meetings and conference calls do not require authorization.

Task 2.0 Coastal Construction Control Line (CCCL) Permitting

MRD will:

2.1. Prepare a permit application package consisting of sketches, CCCL application (Form 73-100) and support information.
2.2. Submit the permit application packages to DEP's CCCL Program.
2.3. Coordinate with DEP and provide information to deem the permit application complete.
2.4. Coordinate with the CLIENT on revisions to the proposed designs.
2.5. Confer with the CLIENT as to questions, revisions, or additional items requested by DEP.
2.6. Provide written responses to DEP to address staff Requests for Additional Information.
2.7. Review the Intent to Issue and Final Orders and publish the Public Notices.

Task 3.0. Design Phase Services

The design of the dune walkovers will be conducted in two steps: 1) analysis and preliminary design; and 2) final design and preparation of the Construction Drawings and Technical Specifications.

3.1. Analysis and Preliminary Design

MRD will conduct an analysis and develop a preliminary design for the proposed activity:

a) Prepare conceptual designs for permit sketches in Task 2.0 services.
b) Evaluate materials and configurations appropriate to support the live and dead loads.
c) Develop preliminary member sizes and structural requirements.
d) Prepare a preliminary design and Construction Drawings of the proposed activity.
e) Submit the preliminary design to the CLIENT for review and comment. Based on these discussions, comments and the CLIENT's approval, MRD will proceed with final design. The final design will not commence until there is some level of certainty on the permitted layouts.

3.2. Final Design, Construction Drawings and Technical Specifications

Based on the permitted design, MRD will prepare final design, Construction Drawings and Technical Specifications which will include, but are not limited to:

a) Perform final design calculations.
b) Refine the preliminary Construction Drawings including plan-views, sections and details as necessary to construct the project.
c) Preparation of Technical Specifications as necessary to construct the project which will be incorporated within the Construction Drawings.
d) The Construction Drawings and Technical Specifications will be forwarded to the CLIENT.

Any major changes to the project after the approval of the final Construction Drawings and Technical Specifications will be invoiced at MRD's standard hourly rate. This includes any work necessary to advance and finalize the project at the point that the changes occurred.

Task 4.0. Bid Documents

MRD will prepare Draft Contract and Bid Documents for the construction of the project based on the EJCDC Construction Documents for release to potential Bidders. The CLIENT will provide any required forms or conditions that will be required to be included in the Bid Documents. The Documents will include the final Construction Drawings and Technical Specifications, and if applicable any issued State and Federal regulatory permits. The Draft Documents will be submitted to the CLIENT for review and comment and based on the CLIENT's review incorporate any comments and/or revisions requested by the CLIENT into the documents. The CLIENT will be responsible for taking the lead in advertising and bidding the project.

II. INFORMATION TO BE SUPPLIED BY THE CLIENT

The CLIENT will provide MRD with:

a) Geotechnical Investigation Reports, if available.
b) Architectural plans, details and specifications, if applicable.
c) Evidence of property ownership – i.e., Warranty Deeds.
d) Letter of "Comprehensive Plan Consistency" from Franklin County.
e) Appropriate permit and public notification fees (to be determined).

III. SCHEDULE

Upon execution of this AGREEMENT for Professional Services, we estimate the following schedule:

a) MRD will commence the work within two (2) weeks of receiving this executed AGREEMENT and

the information to be provided by the CLIENT in Section II.

b) MRD may complete Tasks 2.1 and 3.1.a) within 4 weeks of receiving the information outlined in Section II and submit the permit application within 2-weeks of receiving approval of Task 3.1.a).

c) MRD makes no claim to the timing to obtain the CCCL permit from DEP, only that MRD will work toward completion of Task 2.0 services in an expeditiously and timely manner.

IV. FEES AND EXPENSES

Total estimated Fees and Expenses for the described services shall be:

Task	Task Description	Fee Structure	Fees/ Expenses
1.0	Consultations and Meetings	Hourly/Costs	Hourly/Costs
2.0.	CCCL Permit Applications and Processing	Lump Sum	$1,250.00
3.0.	Construction Drawings and Technical Specifications	Lump Sum	$3,500.00
4.0.	Bid Documents	Lump Sum	$1,500.00
		TOTAL:	**$6,250.00**

1) The OWNER will be responsible for any application fees and the direct mailing (Certified Mail) costs in addition to the Fees/Expenses for services.

V. EXCLUSIONS

Please note that this AGREEMENT does not include the following, but we can provide these services under separate authorization: Chapter 120 petitions or expert witness services, surveying services, geotechnical investigations, utility design, hardscape and landscape design, environmental, ecological, land use planning, site civil engineering or local government permitting, bidding and contract documents or construction phase services. This scope of work does not include a CCCL survey, instead, MRD will use recent drone elevations to develop a contour map with the CCCL superimposed. MRD will request a wavier of the CCCL survey requirements from DEP.

VI. PAYMENT AND SERVICES

Services and expenses will be invoiced monthly based on our hourly rates in accordance with this AGREEMENT and the attached General Contract Conditions, dated January 1, 2022. If you would like us to proceed with the services described above, please sign this proposed AGREEMENT and return a signed copy to us which will serve as our *Notice to Proceed* for the above services. This proposal is valid for 60-days from this letter. Should you have any questions regarding this matter, please contact me at 850.654.1555.

Sincerely,

mrd associates, inc.

Michael R. Dombrowski

Michael R. Dombrowski, P.E.
Principal Engineer

SIGNED: _____ DATE: _____

Erin Griffith, Franklin County Board of County of Commissioners (CLIENT)

Attachment: General Contract Conditions, dated January 1, 2022

Figure 1. 3rd Street West Dune Walkover.

CONTRACT GENERAL CONDITIONS - 2022

SECTION 1 - BASIC SERVICES

1.1. GENERAL: **MRD Associates, Inc.** (ENGINEER) shall perform the services as described in the attached AGREEMENT and under these General Conditions for the CLIENT. As used herein the term "this Agreement" refers to the AGREEMENT to which these General Conditions are attached and to these General Conditions, as if they were part of one and the same document.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. The Engineer may provide additional services as may be cited in the AGREEMENT or as agreed upon by the ENGINEER and CLIENT.

2.2. When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from the CLIENT, and ENGINEER will be paid therefore at the ENGINEER=s hourly rates plus Reimbursable Expenses:

a.) Services in connection with work directive changes and change orders to reflect the changes requested by the CLIENT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

b.) Services in making revisions to Drawings and Specifications occasioned by the CLIENT's acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

c.) Services resulting from significant delays, occurring as a direct or indirect result of weather conditions, material, equipment or energy shortages. Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

SECTION 3 - CLIENT'S RESPONSIBILITIES

3.1. CLIENT shall provide all criteria and full information as to CLIENT's requirements for the PROJECT; designate a person to act with authority on CLIENT's and OWNER's behalf in respect of all aspects of the PROJECT; examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any defect in the work.

3.2. If the following services are not explicitly listed in the ENGINEER's *Agreement for Professional Services*, and if this information is required for the PROJECT, the CLIENT shall do the following and pay all costs incident thereto:

a.) Furnish to ENGINEER borings, probings and subsurface explorations, bathymetric surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which ENGINEER may rely upon in performing services hereunder.

b.) Provide such legal, accounting, independent cost estimating, and insurance counseling services as may be required for the PROJECT, any auditing service required in respect of Contractor(s) applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.

c.) Provide engineering surveys to establish reference points for construction.

d.) CLIENT shall pay all costs incident to obtaining bids or proposals from Contractor(s).

e.) If more than one prime contractor is to be awarded for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

3.3. The CLIENT shall guarantee access to and make all provisions for ENGINEER to enter public and private property.

SECTION 4 - MISCELLANEOUS

4.1. REUSE OF DOCUMENTS: All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's subconsultants) pursuant to this AGREEMENT are instruments of service in respect of the PROJECT and ENGINEER shall retain an ownership and property interest therein whether the PROJECT is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the PROJECT by CLIENT and/or others. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the PROJECT or on any other project.

4.2. OPINIONS OF PROBABLE COSTS: ENGINEER's opinions of probable costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator as provided in paragraph 3.2. ENGINEER's services to modify the Contract Documents to bring the Construction Cost within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire PROJECT (herein referred to as "Construction Cost") means the total cost of those portions of the entire PROJECT designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this AGREEMENT so specifies, nor will it include the CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the PROJECT or the cost of other services to be provided by others to CLIENT pursuant to paragraph 3.2.c.).

4.3. INVOICES: Progress invoices will be submitted to the CLIENT monthly and a final invoice will be submitted upon completion of the services. A detailed separation of charges and backup data can be provided at the CLIENT's request. However, each invoice is due within 30-days upon receipt of the invoice. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30-days after invoice date, the ENGINEER will charge an annual interest rate of 18% compounded daily after said 30th day on a prorated basis, and in addition, ENGINEER may suspend services under this AGREEMENT until ENGINEER has been paid in full all amounts due for services, expenses and charges. The CLIENT's obligation to pay for the contracted work is no way dependent upon the CLIENT's ability to obtain financing, governmental approvals, or upon the successful completion of the PROJECT.

4.4. PROFESSIONAL HOURLY RATE SCHEDULE:

Principal Engineer	@ $245/hour
Senior Engineer	@ $205/hour
Engineer III	@ $180/hour
Engineer II	@ $155/hour
Engineer I	@ $135/hour
Environmental Specialist	@ $180/hour
Technical Reviewer	@ $125/hour
Engineering Technician II	@ $110/hour
Engineering Technician I	@ $85/hour
Administrative II	@ $70/hour
Administrative I	@ $60/hour
Reimbursable Expenses	Cost + 10%

MRD reserves the right to revise the above Schedule on an annual basis (January 1).

4.5. REIMBURSABLE EXPENSES: Actual expenses incurred by ENGINEER or ENGINEER's independent professional subconsultants directly or indirectly in connection with the PROJECT, such as expenses for: transportation, lodging and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); special materials and equipment unique to the PROJECT; toll telephone calls; reproduction of reports, Drawings, Specifications, Bidding Documents and similar PROJECT related items.

4.6. INSURANCE: The ENGINEER maintains Employer's Liability Insurance in conformance with state law. In addition, the ENGINEER maintains Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury of $1,000,000 limit each occurrence, $1,000,000 limit aggregate and property damage of $ 1,000,000 limit each occurrence, $2,000,000 aggregate and professional liability insurance of $1,000,000. Should the CLIENT require additional coverage, the ENGINEER will secure additional coverage at the CLIENT's expense, provided such insurance is commercially available.

4.7. LIMITS OF LIABILITY: In recognition of relative risks and benefits of the PROJECT to both parties, the risk have been allocated such that the CLIENT agrees to the fullest extent permitted by law to limit the liability of the ENGINEER and subconsultants to the CLIENT for any and all claims. Losses, costs, damages of any nature or claims, expenses from any cause or causes so that the total aggregate liability of MRD Associates, Inc. to the CLIENT shall not the limits of the ENGINEER's insurance coverage contained in Section 4.6..It is intended that this limitation apply to any and all liability or cause of action (not limited to negligence, errors or omissions, strict liability, breach of contract or warranty) however alleged or arising unless prohibited by law.

4.8. INDEMNIFICATION: The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this AGREEMENT and that of their subconsultants or anyone for whom the ENGINEER is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the PROJECT and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

Neither the CLIENT nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

4.9. PERSONAL LIABILITY: In NO event shall the CLIENT's, officers, employees, subconsultants, or agents of MRD Associates, Inc. be personally liable for any damages, claims or causes arising out of, or allegedly arising out of performance of services under this contract. Such damages, claims and/or causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract, punitive damages, penalties, consequential damages, indirect or incidental damages.

4.10. SUCCESSORS AND ASSIGNS:

4.10.1. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 4.10.2. the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

4.10.2. Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due, this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional subconsultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

4.10.3. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CLIENT and ENGINEER, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party.

4.10.4. This AGREEMENT is between the CLIENT and ENGINEER, and unless specifically stated and agreed to in writing by both parties, a third-party administrator or project manager acting as the CLIENT's representative will not be allowed.

4.11. TERMINATION: The obligation to provide further services under this AGREEMENT may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

4.12. PERMITTING: ENGINEER can make no guarantee as to the obtainment or timing of permits or approvals. Our interpretation of the rules and laws governing this PROJECT are based on our experience as Engineers. Any conclusions or representation of these rules and laws should be confirmed by the CLIENT's legal counsel.

4.13. CONTROLLING LAW: This AGREEMENT is to be governed by the law of the principal place of business of ENGINEER which is Okaloosa County, Florida or otherwise mutually agreed upon.

END OF CONTRACT GENERAL CONDITIONS

ferrovial
services

FERROVIAL SERVICES INFRASTRUCTURE, INC. ("Ferrovial")

MASTER CONTRACT

CONTRACT No.: 20074002

This Master Contract ("Contract") is between FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, a corporation with a principal place of business at 33 MARKET STREET, SUITE 203, APALACHICOLA, FL 32320 ("Contractor"), & Ferrovial Services Infrastructure, Inc. ("Ferrovial") effective as of January 01, 2022.

1. **Scope of the Contract**. The Contract sets forth the terms and conditions for the following work: LITTER REMOVAL ON 3 STATE BRIDGES IN FRANKLIN COUNTY.
2. **Background.** This work includes the litter removal to be performed from January 01, 2022 through December 31, 2022 billed quarterly.
3. **Documents**. The Contract consists of the following documents:
    a. Master Contract
    b. Attachment A: General Contract Terms and Conditions Level I
    c. Attachment B: Scope of Work, including Special Provisions
    d. Attachment C: Contractor's Request for Proposal Response and Quotation
    e. Attachment D: Deliverables, Milestones and Payment Schedule
    f. Attachment E: Change Order Form
    g. Attachment F: Lane Closure Restrictions
    h. Attachment G: MBE/WBE/DBE/HUB Business
    i. Attachment H: Equipment Certification

    These parts will be read as one document, the contents of which, in the event and to the extent of conflict between the parts, will be given precedence in the order above, except that Attachment B shall have precedence over Attachment A.

4. **Term of Contract**. This Contract shall continue in effect for twelve (12) months from the Effective Date, unless terminated in accordance with the provisions of this Contract, with option for annual renewal.

5. **Notice.** Any correspondence or notice given by either party to the other is served, if delivered in person or if deposited in the mail, properly stamped, and addressed as shown below. Notices may be addressed as follows:

If to Contractor: Franklin County Board of County Commissioners Attn: Erin Griffith	**If to Ferrovial:**
33 Market Street, Suite 203 Apalachicola, FL 32320	Benny Jacobs
	11943 FL-20
	Bristol, FL 32321
Phone: 850.653-9783 EXT 158	
Email: erin@franklincountyflorida.com	benny.jacobs@ferrovialservices.com
With Copy to:	**With Copy to:**
	Tina Tharpe
	bettina.tharpe@ferrovialservices.com

6. **Entire Agreement.** This Contract and the Attachments hereto, shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Contract and supersedes any and all previous agreements between the parties, whether written or oral, with respect to its subject matter. All negotiations,

representations, warranties and agreements made between the parties are merged herein; and the making, execution, and delivery of this Contract by the parties has not been induced by any representations, statements, warranties, or agreements that are not expressed fully herein. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Contract unless expressly provided in this Contract. No term or provision of this Contract may be varied or modified by any prior or subsequent statement, conduct, or act of either of the parties, provided that hereafter the parties hereto may amend this Contract by written instrument specifically referring to, and executed in the same manner as, this Contract.

7. **Authority**. This Contract shall be binding on and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns (as the case may be), except as otherwise provided for herein. A corporate officer signing this document on behalf of the Contractor warrants that he/she has full authority to sign this document.

In witness whereof, the parties have caused this Master Contract to be signed effective as of the Effective Date above.

CONTRACTOR:

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS	**FERROVIAL SERVICES INFRASTRUCTURE, INC.**
_____	_____
PRINT NAME	PRINT NAME
_____	_____
TITLE	TITLE
_____	_____
SIGNATURE/DATE	SIGNATURE/DATE

ferrovial
services

ATTACHMENT A

GENERAL CONTRACT TERMS AND CONDITIONS

LEVEL I

A. PERFORMANCE OF WORK

1. **INDEPENDENT CONTRACTOR**: Contractor is an independent contractor with respect to the work supplied by Contractor for Ferrovial, and neither Contractor nor anyone used or employed by Contractor shall be deemed for any purpose to be an agent or employee of Ferrovial. Ferrovial shall have no direction or control over of Contractor or its employees except in the results to be obtained from the work. Contractor shall be solely responsible for the withholding or payment of all Federal, State and local Personal Income Taxes, Social Security, Unemployment and Sickness Disability Insurance and other payroll taxes with respect to its employees, including contributions from them when as and required by law.

2. **BACKGROUND:** This work includes litter removal for 3 state bridges in Franklin County to be performed from January 01, 2022 through December 31, 2022.

3. **STANDARD OF CARE:** The Contractor shall perform the work or provide the goods and/or services specified in this Contract in accordance with all generally accepted industry standards and practices, in a workmanlike manner and in full compliance with all terms and conditions of this Contract.

4. **DEFINITIONS:**
   FLORIDA DEPARTMENT OF TRANSPORTATION is hereinafter referred to as FDOT or DOT.

5. **WORK PROGRESS:** Contractor agrees to perform the work identified in the Scope of Work, Attachment B, as provided for in Contractor's Request for Proposal Response and Quotation, Attachment C. Contractor agrees to meet the deliverables and deadlines as defined in Attachment D to this Contract. In the event work is not completed and fully accepted by the due date, liquidated damages as further defined in this Contract shall apply. The Contractor shall perform work in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress.

6. **EXAMINATION OF WORK SITE AND CONTRACT DOCUMENTS:** It is the Contractor's responsibility to examine the site of the work and all documents comprising the Contract before submitting a bid. The submission of a bid and execution of this Contract will be considered evidence that the Contractor has inspected and is aware of all conditions which could affect the work, understands the meaning and intent of the contract documents, and has included appropriate amounts in its bid to cover the cost of the prescribed work. All manuals, specifications, standards and related written materials referenced in this contract are available for review and coping at Ferrovial's offices.

7. **LABOR, MATERIALS AND EQUIPMENT:** The Contractor shall furnish all labor, materials, equipment, machinery, supplies, equipment, tools, appliances, transportation, fuel, power/energy, supervision, traffic barriers, traffic control, including Law Enforcement supports, incidentals, and any other items or incidentals as required to start-up and complete full performance of the Scope of Work. Contractor is responsible for all mobilizations and demobilizations required for the project.

8. **COORDINATION OF WORK:** The Contractor shall coordinate work activities with any others which may be underway in the vicinity of the work site(s). The Contractor may, for the purpose of coordination, request a meeting with any other party responsible for such activities. The Contractor shall attend any and all meetings when requested to do so by Ferrovial. Contractor shall be required to participate in meetings between Ferrovial and FDOT concerning matters pertaining to Contractor, its work or the coordination of its work with other contractors, provided that all direction to such Contractor shall be provided by Ferrovial, and provided further that nothing in this Section shall limit authority of FDOT to give such direction or take such action as in its opinion is necessary to remove an immediate and present threat to the safety of life or property.

9. **WORK SCHEDULE:** Work shall be performed as designated in Scope of Work, unless otherwise approved by the Ferrovial Project Manager. The Contractor shall schedule work to minimize inconvenience to the users of the highway. No work shall be performed when the visibility is less than 1500 feet without the written approval of Ferrovial.

10. **TIME ADJUSTMENTS:** An extension of the Contract or Work Order time may be allowed when a major item of work is delayed for reasons beyond the control of the Contractor. The Contractor is not entitled to additional compensation as a result of such an extension. Extensions will not be granted for foreseeable delays or delays caused by the Contractor.

11. **CONTRACTOR'S PERSONNEL:** The Contractor shall at all times have on the work site, as his/her agent, a competent English-speaking Project Manager and Superintendent capable of thoroughly interpreting the Contract documents and experienced in the type of work being performed. The Project Manager or the Superintendent shall have full authority to perform the work, execute the orders or directions of Ferrovial and to supply promptly any materials, tools, equipment, labor, incidentals, etc. which may be required to perform the work.

12. **CONTRACTOR'S EQUIPMENT:** The Contractor shall have available and in good working order, prior to the start of work under this Contract, all necessary equipment for this work which shall be of sufficient size, type and quantity as selected and supplied, at the sole discretion of the Contractor, to complete the work.

    The Contractor's trucks and/or other road-going equipment shall have the company's name prominently and legibly displayed on the truck or equipment.

    The Contractor may park equipment within 30 feet of the right-of-way line and the contractor may park equipment on the right-of-way overnight as close to the right-of-way line as possible with prior approval of the Ferrovial Project Manager. Contractor's equipment shall not be parked overnight in the median regardless of the width of the median. The Ferrovial Project Manager shall approve all staging areas on the right-of-way. Contractors choosing to park equipment on right-of-way do so at their sole risk. Neither DOT nor Ferrovial shall be liable for any loss, including but not limited to damage, theft, vandalism, etc.

13. **WAIVER OF CONTRACT TERMS AND CONDITIONS:** Any waiver, or non-enforcement of any contract terms and conditions by Ferrovial shall not constitute approval or be considered as a precedent for the future waiver of the same contract terms and conditions. A waiver of any contract terms and conditions shall not render any other portion of the Contract to be unenforceable by Ferrovial.

14. **DEPARTMENT STANDARDS**: Unless otherwise approved by the Ferrovial Project Manager, work performed and material used under this Contract shall conform to the latest version of all FDOT manuals. Standards, specifications, statewide special specifications, policies, procedures and their addenda, as they may be amended, supplemented or updated. These include, but are not limited to the following:

A. Standards and Specifications including all supplemental specifications and special provisions in the specifications workbook.

B. Standard Specification for Road and Bridge Construction (in last edition)

C. Design Manual

D. MUTCD

E. Standard Maintenance Special Provisions

F. Maintenance Activity Standards

G. Workbook of Implemented Modifications in the Standard Specifications

H. Qualified Products List

I. The attached Special Provisions

J. Design Standards for Design, Construction, Maintenance and Utility Operations.

B. CONTROL OF WORK

1. **EXECUTION OF CONTRACT:** Contractor shall execute and return the necessary Contract documents within five (5) calendar days of award. No bid award will be considered binding upon Ferrovial until the execution of the Contract by Ferrovial.

   Failure of the Contractor to execute and/or provide all required documents within the time limits specified may result in award to another Contractor.

2. **AUTHORITY OF THE PROJECT MANAGER:** The administration of this project for Ferrovial shall be through its Project Manager ("Ferrovial Project Manager"), who may act either directly or through duly authorized representatives. The Ferrovial Project Manager will inspect and evaluate the work of the Contractor for general conformity to the Contract. All work shall be done to the satisfaction of the Ferrovial Project Manager.

   The Ferrovial Project Manager will decide all questions which may arise as to 1) the quality and acceptability of work performed; 2) the rate of progress of the work; 3) the interpretation of the Contract; and 4) the acceptable fulfillment of the Contract on the part of the Contractor. The Ferrovial Project Manager shall have the authority to alter work priorities in order to address special needs of Ferrovial or to enforce and make effective such decisions and orders as deemed necessary if the Contractor fails to diligently carry out the work in accordance with these Contract documents.

   Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined to be unacceptable shall be re-worked by the Contractor at no additional cost to Ferrovial. The Ferrovial Project Manager will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.

   During the performance of the work, the Ferrovial Project Manager may have the right, but not the obligation to suspend the work, wholly or in part, due to failure of the Contractor to 1) correct conditions unsafe for the workers, or the general public 2) for failure to carry out provisions of this Contract 3) failure of the Contractor to suspend operations due to unsuitable weather 4) and other conditions or reasons deemed to be in the public's interest. Suspension of work under this provision shall not be grounds for additional compensation to the Contractor.

Ferrovial reserves the right to perform any type of highway maintenance within the limits of the work, including concurrent work by Ferrovial or other Ferrovial Contractors. Concurrent work may include the type of work noted in these Contract documents.

3. **COMMENCEMENT OF WORK:** The Ferrovial Project Manager will issue a Work Order notifying the Contractor to proceed with the work. The Contractor shall begin work no later than fourteen (14) calendar days after the issue date of the initial Work Order or as otherwise specified in Attachment B. The Contractor shall begin work no later than five (5) calendar days after the issue date of subsequent Work Orders, or as otherwise specified in Attachment B.

   If the Contractor begins work prior to the limits noted above, Work Order completion time will begin to accrue when the Contractor begins work.

   The Ferrovial Project Manager will schedule a Pre-Work conference to review the work to be done and the requirements of the Contract prior to issuing the initial Work Order. At the pre-work or earlier, the Contractor shall submit to the Ferrovial Project Manager for review two (2) copies of the Contractor's proposed work plan and methods for performing the required work including a listing of equipment and anticipated personnel.

4. **REPORTING:** Contractor shall provide progress reports to Ferrovial appropriate for the type of work Contractor is performing sufficient to enable Ferrovial to provide reports it is required to furnish. The format and frequency of reports will be agreed upon between Contractor's Project Manager and the Ferrovial Project Manager.

5. **CHANGE ORDERS:** Changes to the work as defined in the Scope of Work will be documented and approved by the following process. Contractor shall prepare a Change Order Form, Attachment E, and submit to the Ferrovial Project Manager for review. If approved, the Ferrovial Project Manager will route internally as required for financial and procurement approvals. The executed Change Order Form will be provided to the Contractor for authorization to proceed. Any resulting changes to the lump sum amount shall be reflected in an Amendment to the Contract. No changes shall commence without a fully executed Change Order. Ferrovial will not be liable for any costs incurred by Contractor due to unauthorized changes.

6. **LIQUIDATED DAMAGES:** Liquidated damages of $250/Calendar Day (subject to adjustment, see the Special Provisions) may be charged against the Contractor for each calendar day beyond that provided in the Work Order, in which the work remains incomplete. These charges are not a penalty, but both parties agree, fairly represent the cost of administration, engineering, supervision, inspection, and other Ferrovial expenses related to the Contract.

   If the Contractor fails to meet the performance standards identified in the Contract, in addition to the liquidated damages, the Contractor will be responsible for any penalties imposed by DOT on Ferrovial resulting from these failures. In addition, Ferrovial may take steps to have the work corrected. Once the Contractor is notified that Ferrovial is taking corrective action, the Contractor shall refrain from performing work on the item in question unless approved by the Ferrovial Project Manager. The costs associated with these measures will be at the Contractor's sole cost and expense and will be deducted from any monies due the Contractor, if any, or repaid to Ferrovial, by the Contractor, within 20 days.

7. **WORK ACCEPTANCE:** Upon completion of the assigned work, the Contractor will notify the Ferrovial Project Manager or his or her designee that the work is complete and the work quantities and quality were accomplished in accordance with the Contract Work Order. The Work Order will be reviewed and signed by both the Contractor and Ferrovial on the day the work is completed. All completed work will be reviewed to verify quality and quantity, prior to accepting the Contractor's work and signing the

Work Order. The Contractor will submit a copy of the signed Work Order with its invoice for payment. The Contractor shall execute the Contract "Close-out and Release Form", as part of final payment procedure, or annual renewal.

The Contractor agrees that Ferrovial's inspection, review, acceptance, approval, or payment for the Contractor's work shall not relieve the Contractor of the Contractor's (or Sub-Contractor's of any tier) sole responsibility for the work, including latent defects in material and/or application, workmanship, use, quality, or Contractor's negligent acts, errors, omissions, or Contractor's improperly performing or improperly failing to perform the work under this contract.

8. **MATERIALS:** All materials shall conform to applicable sections of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Latest edition), as amended and supplemented, unless otherwise specified in the Special Provisions.

   Used, reconditioned, or remanufactured supplies shall not be utilized unless otherwise specified or approved in writing by the Ferrovial Project Manager.

   Any and all salvageable materials within the limits of each work site shall be utilized in that work site at no additional cost. If not used, the material becomes the property and responsibility of the Contractor.

9. **TRAFFIC CONTROL:** The Contractor is responsible for work site safety and work zone traffic control. The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the life or safety of individuals at the work site or the users of the facility. All traffic control devices shall conform to and be placed in accordance with the requirements of Part VI of the U.S. DOT Manual on Uniform Traffic Control Devices (MUTCD). For operations requiring closure of travel lane(s), Contractor shall comply with the, Worksite Traffic Supervisor, Florida Department of Transportation Standard Index 600 series of the Roadway & Traffic Design Standards, latest edition.

   Ferrovial will fully enforce all Traffic control provisions; no deviations from the manual are expected or will be permitted unless otherwise approved in writing by the Ferrovial Project Manager.

   The Contractor shall furnish any traffic control devices, including law enforcement supports when required, and temporary sign panels, necessary to perform this work and shall be responsible for their cost, placement, proper maintenance, and removal.

   In addition to mainline signing, proper signs shall be displayed on all affected ramps prior to the start of operations in interchange areas.

   For Work Orders requiring maintenance of traffic, the Contractor shall submit to the Ferrovial Project Manager for review, prior to beginning work, two (2) copies of their proposed traffic and safety plan. The Contractor's safety and traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic. Submission of the Contractor's safety and traffic plan(s) shall not relieve the Contractor of its sole responsibility and/or liability for injury to persons or damage to property caused by or attributed to the Contractor.

   Any necessary mainline, primary, and/or, service road, lane and/or ramp/interchange/intersection closures must be requested by Contractor and approved by the Ferrovial Project Manager at **least two weeks** prior to the closure.

C. OTHER REQUIREMENTS

1. **CONTRACTOR REGISTRATION:** The Contractor must furnish Ferrovial proof of authorization to do business in the State and where required of licensure in any political jurisdictions in which the work is to be performed. Any required profession or trade license shall also be required.

2. **LAW AND VENUE:** The Contractor shall comply with all applicable Federal, State and Local statutes, laws, ordinances, rules and regulations. The venue of any judicial proceeding arising from this Contract shall be Henrico County, Virginia. The Contractor waives any and all defenses to a change of venue based upon forum non convenience or any other procedural theory.

3. **PERMITS, FEES AND NOTIFICATIONS:** The Contractor shall secure and pay fees associated with all permits required to perform the work. The Contractor will properly display, at or near the worksite, all required permits.

4. **PRESERVATION OF PROPERTY:** The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to property shall immediately be restored to the previously existing condition. Ferrovial shall make no payment for such restorative work.

   Damage to essential signs (stop, yield, one-way, etc.) shall be reported immediately. Ferrovial will repair essential signs at the Contractor's expense. Should any non-essential sign suffer damage, the Ferrovial Project Manager, or designated representative, shall be notified no later than the end of that workday.

   The Contractor may repair or replace damaged non-essential signs; delineators, etc. within 7 days if approved by the Ferrovial Project Manager, or Ferrovial may repair or replace damaged non- essential signs, delineators, etc. at the Contractor's expense. The Contractor shall take care not to damage wildflower plantings, planted trees or shrubs. The Contractor shall replant or replace, at the Contractor's expense any damage to such plantings.

   The Contractor shall use suitable precautions to prevent damage to underground and overhead structures and signs, including but not limited to: pipes, conduits, poles, wires, cables, roadway signs, delineators, fence, guardrail, land monuments, etc.

5. **UTILITIES:** The Contractor shall be responsible for the maintenance, protection and continuance of service for any utilities encountered in the performance of their work within the project limits for the duration of the Contract.

   The Contractor shall notify SUNSHINE ONE CALL prior to digging within the right of way which could be affected by the work in accordance with the Underground Utility Damage Prevention Act, and all other applicable rules, laws and regulations.

6. **INDEMNITY:** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Florida Department of Transportation (FDOT) and Ferrovial, it's agents and employees from and against all injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, arising directly or indirectly out of the obligations herein undertaken or resulting out of operations conducted by the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such injury, claim, damage, loss or expenses is caused in part, by a party indemnified hereunder, except claims or litigation caused by or resulting from the sole negligence of the party indemnified hereunder.

   The parties agree that 1% of the total compensation to the Contractor is the specific consideration from Ferrovial for the Contractor's indemnity agreement and the parties further agree that 1% is included in the contract amount.

7. **INSURANCE REQUIREMENTS:** Without any way limiting contractor's liability under this Contract, the Contractor, prior to execution of the Contract by Ferrovial, shall furnish evidence to Ferrovial that the Contractor has in force during the duration of the Contract the types and amounts of insurance noted below. Failure of the Contractor to continuously maintain all required insurance in force for the duration of the Contract shall be grounds for Contract termination. All insurance must be provided by companies authorized to do business in the State of Florida and with an A.M Best "rating" of A.

GENERAL LIABILITY: The Contractor shall have Commercial General Liability Insurance. The limits of coverage shall be no less than $1,000,000. DOT and Ferrovial is to be named additional insured with respect to General Liability Coverage.

WORKER'S COMPENSATION: The Contractor shall have Worker's Compensation and Employers Liability Insurance in accordance with the laws of the State of Florida in amounts and limits required under State law, sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor's employees as required by Statute. The Contractor shall ensure that the employees of all sub-contractors of any tier are covered by Worker's Compensation Insurance, in accordance with the Laws of the State of Florida.

A certified copy of the Contractor's current Workers Compensation Insurance Experience Modification Factor (EMF) shall be submitted to Ferrovial along with proof of insurance.

VEHICLE LIABILITY: The Contractor shall have vehicle liability insurance with limits of coverage shall be no less than $1,000,000 Combined Single Limit. FDOT and Ferrovial are to be named as additional insurance with respect to vehicle liability coverage. The Contractor shall ensure its vehicles are properly registered in Florida, if applicable.

All policies shall contain waiver of subrogation clause in favor of Ferrovial and DOT.

The policy shall provide for "following form" under the Contractor's primary insurance coverage.

The Certificate of Insurance shall provide that the coverage evidenced therein may not be cancelled or materially changed without at least 30 days written notice in advance to Ferrovial.

8. **SAFETY AND HEALTH STANDARDS:** The Contractor shall have in effect a formal, documented safety program which meets or exceeds the Federal Occupational Safety and Health Act (OSHA) regulations and/or Florida State specifications, whichever is more restrictive.

   Each vehicle involved in the operations (including those vehicles used for supervision) shall be equipped with a rotating or high intensity amber strobe light, visible from all directions. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

   The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the health, life or safety of individuals at the work site or the users of the highway facility. The Contractor shall also comply with applicable sections of OSHA regulations and Department of Transportation Accident Prevention Procedures Handbook (latest edition). In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

   While working on Ferrovial projects, the Contractor's employees and Subcontractor's employees of any tier, including supervisory employees, shall wear, as a minimum, approved reflective vests or equivalent high visibility (and reflective if working after dark) clothing, and if appropriate, ANSI Z 41.1991 approved footwear. Contractor shall also use any other appropriate personal protective equipment which may be required for specific tasks.

   Ferrovial Mandatory Safety Rules (MSR's) are as follows:

   - Always verify and tag or lock all energy isolations
   - Never remove another person's Danger Tag or Personal Lock without written authorization
   - Always operate equipment and machinery within defined limits

- Never begin a skilled task or operate equipment and machinery unless qualified
- Always obtain authorization before entering a confined space
- Always protect against falling where you can fall more than 6 feet/ 2 meters
- Never work or travel under a suspended load
- Always wear seatbelts when a vehicle is in motion
- Never consume or be under the influence of alcohol or illicit drugs while at work
- Always wear proper safety gear
- Always safety plan the work

The MSR's are a requirement of this Contract and Contractor agrees that it, its employees, agents, and subcontractors will abide by each of these MSR's. Contractor agrees that these MSR's will be included and made part of each and every subcontract for work performed under this Contract. Contractor further agrees that any breach of the MSR's, subject to the findings of an investigation by Ferrovial, may result in a default and termination by Ferrovial of this Contract, at the sole discretion of Ferrovial. Contractor agrees to cooperate with, and participate in Ferrovial's investigation of any breach or alleged breach of these MSR's and to promptly report any breach or alleged breach of these MSR's to Ferrovial Project/Contract Manager. Any questions regarding these MSR's should be directed to the Ferrovial Project/Contract Manager.

9. **ENVIRONMENTAL, EROSION AND SEDIMENT CONTROL REGULATIONS:** The Contractor shall be aware of and conform to all Federal, State and Local statutes, laws, rules, regulations and requirements concerning environmental permits and erosion and sediment plans and the proper construction of same. The Contractor shall be especially aware of the following requirements:

   A. Discharges of any kind into waters, wetlands, or floodplains are not permitted, unless those discharges are properly permitted or certified to meet water quality standards.

   B. Discharges of lead based paint into the atmosphere or onto the ground are not permitted. A waste removal system certified by an Industrial Hygienist shall be utilized. This is required in the *Environmental Protection* and *Disposal of Material* payment items if included in the Special Provisions.

   C. Silt fencing shall be erected as required around all areas prior to where the land will be disturbed.

   D. Check dams, sediment basins, and/or hay bale filters as required are to be utilized to prevent silt and sediment from leaving the work area.

   E. Disturbed areas shall be restored as soon as possible.

   F. Containment or collection systems are required, when performing any concrete work over water.

   G. Additional actions may be necessary depending on the extent of work, weather and local conditions.

   H. Proper manifests and/or receipts from certified landfills shall be submitted for all waste materials removed from the site.

   I. When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, such operations shall

be discontinued in the vicinity of the abnormal condition and Ferrovial shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; vapors; asbestos; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

If the need for any remediation of the work site becomes apparent while the contract work is underway and such work items are not specifically included in the Special Provisions, the Contractor shall immediately notify Ferrovial. Ferrovial may solicit a price, and if accepted, issue a Supplemental Agreement prior to commencement of needed remediation work.

9. **ASSIGNMENT:** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, in whole or in part, or of any right, title or interest therein without the express written authorization from Ferrovial.

10. **KEY PERSONNEL:** The Contractor shall provide a list of Key Personnel who will oversee performance of the work, including but not limited to a Project Manager, Superintendent, Supervisors, and Safety Manager. The Key Personnel list shall contain phone numbers, fax numbers, cell phone number and pager numbers. This list may also be provided to DOT, as appropriate.

11. **WARRANTY**: With respect to goods furnished, including fabricated goods, under the Contract, Contractor warrants that the goods will: (i) strictly conform to the drawings, specifications, and sample (if any), and other requirements provided by Ferrovial to Contractor; (ii) conform with all applicable laws, ordinances, codes and regulations; (iii) be free from defects in materials, performance, operation, and workmanship for a period of __n/a__ years after delivery and installation of the goods.

    A. With respect to services provided under this Contract, Contractor warrants and agrees that: (i) Contractor's work will meet all specifications and drawings provided by Ferrovial to Contractor; (ii) Contractor possesses all necessary expertise to perform the work in compliance with all applicable standards and other requirements, whether express or implied by law; (iv) the work will be performed in accordance with this Contract and all applicable laws, statues, ordinances, regulations, rules, standards (government and industry), and codes (government and industry); and (iv) the work will be free from defects for a period of _n/a___ years after performance.

    B. Upon notice by Ferrovial of a warranty claim, Contractor will promptly repair, replace or resupply the work in question (including removal, re-fabrication, reinstallation, access, shipping, labor costs, etc.) at no cost to Ferrovial. If Contractor fails after reasonable notice to proceed promptly and complete the repair, replacement or resupply of the defective work, Ferrovial may repair, resupply or replace the work and charge all related costs to Contractor without voiding the warranties herein, and without Ferrovial waiving any other rights or remedies it may have under this Contract. Such costs will be payable by Contractor to Ferrovial on demand.

13. **COMMUNICATION WITH FDOT:** Neither the Contractor nor any of its representatives may communicate directly with DOT or any of its employees, agents or representatives regarding the work, without the prior written approval of Ferrovial. All contact, communication and dealings with DOT and its employees, agents or representatives by the Contractor shall be solely through Ferrovial or its designated representative. The Contractor will utilize its best efforts to refer inadvertent inquiries from DOT to Ferrovial.

14. **TERMINATION OR SUSPENSION:** Ferrovial reserves the right to terminate or suspend the Contract, in whole or in part, because of unsatisfactory work, work progress, non-responsiveness, unsafe conditions, failure to comply with Contract provisions, for convenience of Ferrovial, due to termination by convenience, due to a Force Majeure Event, or FDOT default or when it is deemed in the best interests of

Ferrovial. In any such termination event, Contractor agrees to hold harmless Ferrovial and FDOT from any liability for Contractor's indirect or consequential loss, lost profits and/or business opportunity.

Ferrovial may terminate the Contract (with written notice and time to cure), should the Contractor fail to perform. Ferrovial may award the work to another subcontractor without notice if the work is of an urgent nature. Ferrovial's use of other subcontractors to complete the contracted work may result in Ferrovial back-charging the Contractor.

The Contractor may terminate the contract only for non-payment, with fifteen (15) day Notice to Cure, provided there is no dispute of the amount due the Contractor.

15. **CONTRACTOR LIENS**: All liens, claims, and charges against Ferrovial shall not attach to any interest of DOT's Transportation Facilities.

16. **ANTI-DISCRIMINATION CLAUSE:** The Contractor shall (1) comply with all federal and state statutes, local laws, rules, regulations and ordnances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, gender, national origin, age, disability or other protected categories in the performance of work under this Contract; and (2) shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials.

17. **MINIMUM WAGE**: The Contractor shall affirm that all its employees, contract labor and subcontractor employees of any tier will be paid not less than the State/Federal Minimum Wage set forth in 29 CFR paragraph 206; and/or if applicable the current Davis-Bacon Act or Service Contract Act Wages (and benefits).

18. **NOTIFICATION OF CRIME CONVICTION:** The Contractor shall notify Ferrovial within thirty (30) days after conviction of a violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract ("Contract Crime") applicable to any of its officers, directors, executives, shareholders active in management, employees or agents of its affiliates as further provided for in Section 287.117 F.S.

19. **COMPLIANCE WITH LAWS:**

    A. The Contractor agrees that it shall make no statements, press or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of the Contract, without first notifying the Ferrovial Project Manager and receiving written consent. The Contractor also agrees that it shall not publish, copyright or patent any of the ideas, or data developed under this Contract, it being understood that such ideas, data or information is a "work for hire" and the property of the FDOT and/or Ferrovial.

    B. The Contractor agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to work performed under this Contract. The Contractor further covenants and agrees that if the Contractor employs a former state employee, the Contractor shall require that strict adherence by the former state employee to Florida Statutes, is a condition of employment for said former state employee. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Contract.

    C. Ferrovial 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 employees unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.

20. **CONTRACTOR STANDING:** Contractor must declare in writing, if Contractor, a sub-consultant, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of federal funds:

    A. Is currently under suspicion, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

    B. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

    C. Does have a proposed debarment pending; or has been indicted, convicted or had a civil judgment rendered against it, or them by a court of competent jurisdiction in any matter involving fraud, or official misconduct in the past three years.

    Any of the above conditions will not necessarily result in denial of award, but will be considered in determining offer or responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

21. **PROFESSIONAL ETHICS:** Any person who is employed by Contractor and is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state licensing laws or rules shall submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, F.S. and the state licensing law applicable to that licensee. The complaint shall be confidential. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455, F.S. and applicable state law.

22. **PUBLIC ACCESS TO DOCUMENTS:** The Contractor shall allow public access to all documents, papers letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and any objection made or received by the Contractor to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement. However, upon receipt of any public records request, the Contractor shall immediately notify the Ferrovial Project Manager and secure prior written consent before releasing such records.

23. **DEPARTMENT SUCCESSION:** This contract is fully assignable to DOT, including the benefit of all Contractor warranties, indemnities, guarantees, and professional responsibilities. Should this contract be assigned to DOT then the Contractor agrees that:

    A. It will maintain usual and customary books and records for the type and scope of operations of business in which it is engaged (e.g., constructor, service provider).

    B. It will permit audit by Ferrovial and provide progress reports to Ferrovial appropriate for the type of subcontract it is performing sufficient to enable Ferrovial to provide the reports it is required to furnish DOT.

    C. It will allow DOT to assume the benefit of Ferrovial's subcontract rights and the work performed thereunder with liability only for those remaining obligations accruing after the date of assumption.

24. **CONFIDENTIALITY**: In connection with the work provided under this Contract, one party may disclose ("Disclosing Party") to the other party ("Receiving Party"), either orally, in writing, or by inspection,

certain information related to Disclosing Party's business, operations, or future business that is either non-public, confidential, proprietary in nature and which could facilitate the work ("Confidential Information"). The parties agree as follows:

A. The disclosure of any Confidential Information has been and will be solely for performing the work. The Receiving Party agrees that it will keep the Confidential Information confidential and will not, without the prior written consent of the Disclosing Party, disclose the Information to any other third party. Neither the Receiving Party nor any of its Representatives (defined herein) will use the Confidential Information for any purpose other than in performance of the work, except that the Receiving Party may disclosure Confidential Information solely to its employees, directors, officers, attorneys, accountants and financial advisors ("Representatives") as are necessary to perform the work, and only provided that such Representatives are informed of the and agree to abide by the terms of this Contract. The Receiving Party will be responsible for any violations of this Contact by their Representatives and shall use its best efforts to restrain their Representatives from unauthorized use or disclosure of the Confidential Information. Confidential Information shall not apply to information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in breach of this Contract; or (ii) is or becomes available to the Receiving Party on a non-confidential basis from another source not bound by duty of nondisclosure to Disclosing Party with respect to such information.

B. All Confidential Information furnished by Disclosing Party shall remain the property of the Disclosing Party. Following completion of the work, or at any time upon request, the Receiving Party will either destroy or return the Confidential Information and all portions or copies, notations, extracts and summaries or analyses thereof, whether they include or are based on the Confidential Information; provided that the Receiving Party may retain its own documents to evidence compliance with policies and due diligence. The Receiving Party shall, at the Disclosing Party's request, certify in writing that it has complied with such request.

C. Notwithstanding the provisions of this Section, in the event the Receiving Party or its Representatives becomes compelled by applicable law, or any applicable government or regulatory body to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice thereof and the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Contract. In the event such protective order is not obtained, or the Disclosing party waives compliance with the provisions of this Contract, the Receiving Party will provide only that portion of the Confidential Information which is legally required and will cooperate to obtain confidential treatment for such Confidential Information disclosed.

25. **RECORDS RETENTION AND AUDIT**: Contractor shall maintain books, records, documents and other evidence of procedures and practices which sufficiently and properly reflect all costs and performance of work under this Contract, including financial records, personnel records, policies, training records, drug test results, change order files, etc., related to the performance of work and to Contractor's compliance with the terms and conditions of this Contract. Such records shall be maintained for a period of five (5) years after the expiration or termination of this Contract. All such records shall be subject at reasonable times and upon prior notice, to examination, inspection, copying, or audit by personnel authorized by Ferrovial or FDOT. Delivery of and access to such documents shall be at no cost to Ferrovial. Contractor shall be responsible for any audit exceptions or disallowed costs.

D. COMPENSATION AND PAYMENT

1. **CONTRACT AMOUNT:** The Contract Amount is defined as the summation of the products of the estimated quantities or the lump sum identified in Attachment C to this Contract. Unless otherwise specified in this Contract, no other costs or reimbursable amounts are allowed.

2. **INVOICES:** Invoices for work performed in accordance with the Contract shall be submitted to: bettina.tharpe@ferrovialservices.com. Invoices will contain the following information: Ferrovial Purchase Order number, Contract Name and Effective Date, Project Number (if applicable), Product Name, Item #, Quantity and Price (if applicable), Hours Worked by Contractor employees, Rate/Hour, specific Milestone Achievement, % Completion and payment amount pursuant to Attachment D. Equipment, freight, materials, third party items, taxes (if applicable) and any other charges as allowed in this Contract shall be identified as separate line items on each invoice.
   The Contractor's invoices must be accompanied by supporting documentation and shall contain sufficient detail for post-audit and match the final approved Work Order, including Hours worked by each Contractor employee and Miles Driven by each Contractor employee per Day. Failure to attach such supporting documentation will result in non-payment. Upon submittal of the final invoice, Contractor represents that the work under the Scope of Work is clear of all claims, liens, encumbrances, and security interests. Ferrovial owns and holds title to all work, whether materials are in process or finalized.

3. **CONTRACTOR PAYMENT AND WORK CERTIFICATION:** The Contractor shall submit certification that all labor, materials vendors, public utility or other services, suppliers, subcontractors, and equipment rental vendors involved in the work invoiced have been or will be promptly paid their proportional share of the invoice; that all work has been completed in compliance with this contract and all applicable industry standards including these specifications. The Contractor is required to report monthly with its invoicing - on forms provided by Ferrovial – if it is a DBE/MBE/WBE/HUB zone, its minority status, the actual payments received, less retainage and the work type etc.; including the DBE/MBE/WBE/HUB zone status of its, subcontractors, suppliers and material, as applicable. The Contractor's invoice will not be processed for payment until this certification and the signed Work Order is received.

4. **PAYMENT:** Payment will be made pursuant to the requirements and schedule in Attachment D. Payment shall be considered full compensation for providing any and all labor, supervision, equipment, materials, supplies, erosion control, traffic control, incidentals, etc. necessary to perform the work. Payment terms for all Contractor invoices shall be net due forty-five (45) days after receipt of a correct invoice. No work shall be performed without prior approval from the Ferrovial Project Manager.
   Invoices shall be submitted to Ferrovial in a timely manner for work completed. Ferrovial is not obligated to pay any invoice, nor is Ferrovial obligated under any legal or equitable theory to pay for work reflected in an invoice, that is not received by Ferrovial within ninety (90) days after completion of the work. Notwithstanding anything else to the contrary in this Contract, and without prejudice to any other right it may have, Ferrovial reserves the right at any time to set-off any amounts it owes to Contractor under this Contract against any amount payable by Contractor to Ferrovial.
   No payment will be made for unsatisfactory work, extra work not approved in writing through a Change Order or work not performed. Payment may be withheld for failure to comply with terms of the Contract, for damages or delays caused by the Contractor, or for work identified in claims filed with Ferrovial by subcontractors/members of the public, etc. against the Contractor.

E. MISCELLANEOUS

1. **SURVIVING CLAUSES**: The provisions of this Contract related to Warranty, Indemnity, Audit, and Confidentiality will survive its termination.

2. **AMENDMENT**: Any purported amendment to this Contract without prior written consent of Ferrovial and FDOT shall be null and void.

ATTACHMENT B

SCOPE OF WORK

Litter Removal on St. George Island Bridge (Bryant Patton Memorial Bridge) over Gulf of Mexico (SR 300), Ochlockonee Bay Bridge (SR 98), Apalachicola River (George G. Tapper Bridge) & Apalachicoal Bay (John Gorrie Memorial Bridge (SR 98) in Franklin County, 541 Roadside Litter Removal, further described as cleaning roadsides and shoulders of bridges of debris, such as cans, bottles, paper, trash, roadkill, etc. This work will be done in accordance with Ferrovial current contract requirements with FDOT, along with all applicable Standards to include A Guide for Roadside Vegetation Management, FDOT Standard Specifications for Road and Bridge Construction, Special Provisions, and the Standard Index.

SPECIAL PROVISIONS

Litter Removal

1.0 GENERAL

1.1 This work shall consist of litter removal on right-of-way including all ramps and gore areas (as required) of the roadways managed by Ferrovial Services and referenced herein.

1.2 The Time Frames are as follows:

1.2.1 The Contractor will be advised by work order to begin operations. The Contractor shall begin work within 5 calendars days of receipt of the work order or as directed by the Project Manager.

1.2.2 The Contractor will complete operations within 30+/- calendar days from the start of work. If the contractor is not able to complete the cycle during the specified time, the cycle will be eliminated and not made up at a later time.

1.3 Liquidated Damages in the amount of $250 / calendar day will apply to the above contract scheduled completion date. This dollar figure represents Ferrovial's extended overhead and inspection costs to administer the job.

1.4 Upon notification that any part of the Contractor's operation does not meet the requirements set forth in these Special Provisions, the Contractor shall take immediate steps to correct the deficiency. If the Contractor does not take immediate steps to correct the deficiency or does not correct the deficiency in the time frame agreed to with the Ferrovial Project Manager, the Contractor will receive a written non-compliance notice.

1.4.1 The Contractor will be charged a $250 non-compliance penalty for each written non-compliance form issued to the Contractor. Three non-compliance penalties for any violation shall constitute non-performance and may be grounds for termination of the Contract.

1.5 **CONTRACTOR PERFORMANCE – NON- PERFORMANCE:**

In addition to the provisions in Attachment A, if the Contractor fails to meet the performance standards identified in these Special Provisions, the Contractor will be responsible for any penalties imposed by DOT on Ferrovial resulting from these failures. In addition, Ferrovial may take steps to have the work corrected. Once the Contractor is notified that Ferrovial is taking corrective action, the Contractor shall refrain from performing work on the item in question unless approved by the Project Manager. The costs associated with these measures will be deducted from any monies due the Contractor.

1.6 **Primary / Secondary Response Contractor**

The Contractor is solely responsible for the Primary Work Contract as Bid and awarded by Ferrovial. This is indicated in the Contract Bid Price Proposal Sheet. The Contract amount awarded to the Contractor, includes all work estimated for the Primary Contract and the work estimated for the Contingent, Secondary Response Contract.

(a) All work performed will be paid for at the Quantity's completed and at the Unit Price Bid. There is no guarantee on the number of cycles or work contained therein. Quantities can increase, decrease or be omitted at the sole discretion of Ferrovial.

(b) The Secondary Response Contract is a CONTINGENT contract, and will only be activated or utilized, as, if and when the Primary Contractor should be unable, unwilling, or has otherwise been terminated either for cause or convenience

2.0 LOCATION

2.2 This work shall consist of litter removal along roadways managed by Ferrovial. The acreage quantities noted on the Bid Sheets are for one (1) cycle. The acreage quantity and the number of litter removal cycles may be increased or decreased or reduced to nothing at the discretion of the Project Manager. This work is broken into roadway sections.

3.0 .MATERIALS

3.2 Litter bags, supplied by the Contractor, will be used for litter collection, holding and proper disposal of all debris.

4.0 EQUIPMENT AND PERSONNEL

4.2 The Contractor shall provide Attachment H prior to work being performed. The Contractor shall note on this attachment all equipment and methods proposed for each type work. Ferrovial will evaluate the Contractor's proposed equipment.

4.3 Rotary mowers must be shielded around their entire perimeter. Chain guards must be installed at the front and rear. Sides must be covered by floating or adjustable skids.

4.4 Tractor must have amber flashing warning light mounted on the roll over structure.

4.5 Approved warning flags must be mounted on each wing of the mower deck.

4.6 Approved 9 in antenna type flag must be installed on one side of the tractor when operating on an interstate system.

4.7 All equipment shall be outfitted with a slow-moving vehicle sign located on the rear of the equipment.

4.8 Inspection of equipment prior to the start of each cycle by a Ferrovial Services Representative is required.

5.0 OPERATIONS

5.2 As stated in Attachment A, all work and all work operations shall be in full and complete compliance with all applicable DOT current Standards and Specifications in effect at the time of the performance of the specific work.

5.3 Unless otherwise approved by the Project Manager, the work hours shall be from 7:00 AM to 5:00 PM, Monday through Thursday and 7:00 AM to 12:00 noon on Friday. Work that requires mainline and ramp closure may be done at night. (See Attachment F.)

Litter Removal Operations

5.4 The Contractor shall provide adequate personnel to police the right-of-way area twenty-four (24) hours **PRIOR** to mowing.

5.5 The Contractor's personnel shall pickup and dispose of all litter or debris.

5.5.1 Litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, building materials, furniture, household items, tree limbs greater than one in in diameter, brush to include palm fronds, campaign and advertising signs, vehicle parts, metal junk, brush, dead animals (smaller than a bear or deer) and other items not found or considered normal to the right-of-way.

5.5.2 **Any debris that is not removed before mowing and is shredded by the mowers must still be removed.** Shredded debris must be removed within two hours of the occurrence.

5.5.3 Litter removal area is defined as all grass areas to include areas behind guardrail, in fenced ponds, behind sound walls, in ditch lines, utility strips, interchanges, areas adjacent to sidewalks, slopes, roadways that run under the interstate the interstate and are not associated with an interchange.

5.5.4 All collected litter and debris shall be containerized immediately and kept, at all times, off of the traveled portions, shoulders, and right-of-ways (including emergency lanes).

5.5.5 The Contractor, at the Contractor's sole expense, shall appropriately dispose of collected litter and debris in accordance with all federal, state, and local laws, rules, and regulations at the end of each day.

5.5.6 Vehicles for litter removal activities shall at all times be parked off the pavement as close to the right-of-way fence as possible.

5.6 Large animals (in the weight class of bear or deer), hazardous wastes, or other items which cannot be reasonably or safely handled (as determined by Ferrovial Services) by the Contractor's personnel, will be disposed of by Ferrovial or others. The Contractor will advise Ferrovial upon discovery.

Acreage Disputes

5.7 If a dispute regarding actual **acreage** arises, the following method will be used to resolve the dispute: Ferrovial will re-measure acreage for a charge of $45/hour upon Contractor's written request.

5.7.1 Discrepancies of quantities greater than 5% of original measurements will be paid to the Contractor if greater than original measurements, with no charge for re-measurement. If re-measurement results in quantities less than or equal to 5% of the original measurements, the reduced quantity, if any, will be deducted from the Contractor's payments due along with the $45/hour charge.

5.8.2 If the Contractor is not satisfied with the above results, any further assertions will not be entertained by Ferrovial unless accompanied by an original survey, signed and sealed or stamped by a Licensed Professional Engineer or Land Surveyor.

6.0 SAFETY

6.2 See "Safety and Health Standards" in the Attachment A.

6.3 When a school bus is loading or unloading children within approximately 1000 feet of mowing operations, the mowers shall stop all operations until the school bus and children depart.

7.0 TRAFFIC CONTROL

7.2 For any operations encroaching on the travel-way traffic control will be required, see index 612 of the Design Standards. All traffic control will be supplied by the Contractor. Lane closure restrictions shall be as outlined in the Attachment F. No time extensions will be granted based on these lane closure restrictions, and the Contractor shall plan work accordingly. Lane closure plans shall be submitted to the Project Manager at least 72 hours prior to the closure.

7.2.1 Any mainline closure shall require the use of **truck mounted attenuators and** message boards. If required, Ferrovial will provide uniformed police officers in officially marked vehicles to supplement the traffic control.

7.3 Upon notification that any part of the Contractor's traffic control operation does not meet the requirements set forth in this Special Provision and the Manual on Uniform Traffic Control Devices, the Contractor shall take immediate steps to correct the deficiency. Deficiencies include but are not limited to incorrect sign spacing, incorrect taper length, mismatched signs, signs or cones that have fallen down, non-functioning arrow boards or message boards, incorrect placement of the truck mounted attenuator, vehicles and equipment in the work zone without amber rotating or strobe lights, etc. Mowers must have slow moving vehicle placard, chains on mowing decks, flags on each corner of the mowing deck, 9 ft antenna type flag on cab, shielding on driveshafts, etc. If the Contractor does not take immediate steps to correct the deficiency or does not correct the deficiency in the time frame agreed to with the Ferrovial representative, the Contractor will receive a written non-compliance notice.

7.3.1 The Contractor will be charged a $250 non-compliance penalty for each written non-compliance form issued to the Contractor.

7.4 Work zone shall not exceed two (2) miles in length. A maximum of three (3) work zones is allowed. Work must be performed within a work zone in order to have the work zone designated. No work will be allowed outside of the work zone.

7.5 Litter removal may be performed under "Mowing Next 2 Miles" as long as mowing is being performed in the same work zone. If only litter removal is being performed in the work zone, "Litter Removal Next 2 Miles" or "Litter Removal Ahead" or "Road Work Ahead" signs must be used.

7.6 At no time can support vehicles or mowers back-up or go against traffic on the pavement. Mowers will be allowed to mow against traffic as long as there is a clear distance of fifteen (15) feet from the edge of pavement to mower deck.

8.0 COMPENSATION

8.2 Payment shall be considered full compensation for providing all traffic control, labor, supervision, equipment, materials, supplies, and incidentals necessary to perform the work specified.

8.2.1 No separate payment will be made for traffic control which is considered incidental to the work.

8.2.2 Certifications are required monthly for MBE/WBE/DBE. These certificates are "Certificate of Partial/Final Payment, Waiver and Release From Subcontractor or Sub-consultant" and "DBE Payment Certification". Failure to submit these completed forms with invoice may constitute cause for payment to be delayed until receipt. Please refer to attachment G for submission of M/WBE form. Contractor shall submit the signed Ferrovial work order with the invoice.

8.3 Payment will be made under the following activities:
541 Roadside Litter Removal (AC)

Payment will be full compensation for all labor, supervision, equipment, and incidentals necessary to perform litter removal operations in accordance with these Special Provisions within the right-of-way including service and frontage roads. In addition to the requirements in Attachment A, the below must be provided on each invoice submitted:

Section:

Cycle#

Dates

# of Employees

Hours Worked

Miles Driven

Dump Tickets

Tonnage of Litter Removed

END OF SPECIAL PROVISION

ATTACHMENT C

CONTRACTOR'S REQUEST FOR PROPOSAL RESPONSE AND LUMP SUM QUOTATION

Description	Cycles	Unit of Measure	Unit Cost	Price per cycle
Bridge Litter Removal – Franklin County	12	Billed Quarterly	$833.66/MTH	$833.66

Total of 12 cycles: $10,003.92
($2,500.98 per quarter)

Services include litter removal for the following state bridges in Franklin County:

1. St. George Island Bridge (Bryant Patton Memorial Bridge) over Gulf of Mexico (SR 300)
2. Ochlockonee Bay Bridge (SR 98)
3. Apalachicola River (George G. Tapper Bridge) and Apalachicola Bay (John Gorrie Memorial Bridge (SR 98)

ATTACHMENT D

DELIVERABLES, MILESTONES AND PAYMENT SCHEDULE

Weekly reports submitted to Ferrovial containing:

Section:

Cycle#

Dates

# of Employees

Hours Worked

Miles Driven

Dump Tickets

Tonnage of Litter Removed

ATTACHMENT E

CHANGE ORDER FORM

Ferrovial

Project:_____ Contractor:_____

Ferrovial Contract No.:_____ Change Order No.:_____

Date of Request:_____ Purchase Order No.:_____

Upon full execution of this Change Order Form, Contractor is directed to make the following changes to the referenced Contract.

Reason for Change Request:

Description of Costs (attach documentation as appropriate)	**No. of Units or Man-Hours**	**Add/Deduct Amount per Unit or Man-Hour**	**Total Line Item Amount**

Original Contract Amount:	$
Net Change by Previously Authorized Change Orders	$
Contract Sum Prior to this Change Order	$
Amount of this Change Order	$
New Contract Sum including this Change Order	$
Original Contract Date of Completion	
New Date of Completion with this Change Order	

This Change Order is not valid until signed by Ferrovial. Signature of Contractor indicates agreement to the changes on this Change Order Form.

Accepted by Contractor:

_____

Name:_____

Title:_____

Date: _____

Accepted by Ferrovial Project Manager:

_____

Name:_____

Title:_____

Date:_____

ATTACHMENT F
LANE CLOSURE RESTRICTIONS

Florida Department of Transportation

JEB BUSH
GOVERNOR

DENVER J. STUTLER, JR.
SECRETARY

Lane Closure Policy and Procedure

Purpose:	To establish guidelines to minimize the disruption of the flow of traffic in conjunction with any production or operations activities on Florida's Turnpike System.
Authority:	Sections 334.046, 335.15, Florida Statutes
ADT	Average Daily Traffic Volumes
Department:	Florida Department of Transportation, Turnpike Enterprise
Emergency:	Any occurrence, or threat thereof, whether accidental, natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property [F.S. 252.34(3)].
Engineer:	The Department's Engineer(s) authorized to monitor and control activities on the State Turnpike System. [F.S. 334.14]
Lane Closure:	Temporary closure of one (1) or more through traffic lane(s), auxiliary lane(s) or ramp lane(s).
MUTCD:	Manual on Uniform Traffic Control Devices, Millennium Edition
Indexes:	FDOT Design Standard indexes (600 series), current edition

General Policy: NO LANE CLOSURE SHALL OCCUR ON THE TURNPIKE SYSTEM UNLESS ALL OTHER POSSIBLE ALTERNATIVES HAVE BEEN EXPLORED AND FOUND TO BE NOT POSSIBLE OR PRACTICABLE. THE REASONS FOR THE CLOSURE MUST BE WARRANTED AND DOCUMENTED. WHEN ABOVE CONDITIONS ARE MET, THEN CLOSURES CAN ONLY OCCUR DURING SPECIFIED HOURS AND MUST BE APPROVED BY THE DEPARTMENT AT LEAST 48 HOURS IN ADVANCE.

During the holiday weekends of Memorial Day, Independence Day, Labor Day, and Veterans Day, no lane closures will be permitted from 12:01 p.m. the preceding Friday to 11:59 p.m. Monday. If Independence Day or Veterans Day occurs midweek, there will be no lane closure restrictions.

During Easter, no lane closures will be permitted from 12:01 p.m. the preceding Friday to 11:59 p.m. Sunday.

During Thanksgiving, no lane closures will be permitted from 12:01 p.m. the preceding Wednesday to 11:59 p.m. Sunday.

Lane closure restrictions during the Christmas and New Year's Day holiday periods will be dependent upon which day of the week the legal holiday falls.

- During Christmas, lane closures will not be permitted from 12:01 p.m. Christmas Eve through 11:59 p.m. the following Sunday.
- During New Year's, lane closures will not be permitted from 12:01 p.m. New Year's Eve through 11:59 p.m. the following Sunday.
- When Christmas and New Year's occur on Monday, lane closures will not be permitted from 12:01 p.m. the previous Friday through 11:59 p.m. Monday.

www.dot.state.fl.us

ATTACHMENT G

DISADVANTAGED, MINORITY AND WOMEN BUSINESS ENTERPRISES HISTORICALLY UNDERUTILIZED BUSINESS

POLICY

It is the policy of FERROVIAL SERVICES that: disadvantaged, minority and women business enterprises as well as historically underutilized businesses shall have the maximum opportunity to participate in the performance of our contracts.

OBLIGATION

The Contractor and any subsequent Subcontractor shall ensure that minority and women business enterprises have the maximum opportunity to participate in the performance of the work included in this contract. The Contractor and any subsequent Subcontractor shall take all necessary and reasonable steps to ensure that minority and women business enterprises have the maximum opportunity to compete for and perform a portion of the work included in this contract. Failure on the part of the Contractor to carry out the reporting requirements set forth herein shall constitute a breach of contract and after proper notification may result in termination of the contract.

GOALS

Due to the nature of work in this contract, specific goals for participation by Minority and Women Businesses are not established.

REPORTS

The Contractor shall submit the attached statement within 10 days after contract award to report all projected MBE and WBE participation on the project. **This participation includes the Prime Contractor as well as Sub-Contractors**. The contractor shall submit the same statement with the final invoice to report all actual MBE and WBE participation on the project. In the event the Contractor had no MBE or WBE participation on the project, he is still required to submit a statement with the final invoice reporting no participation. Where participation is from MBE and WBE Material Suppliers or Manufacturers, the statement shall indicate the appropriate percentage (60% for regular dealers, and 100% for manufacturers) of expenditures to be reported.

THE CONTRACTORS STATEMENT OF MBE AND WBE PARTICIPATION MUST BE DELIVERED TO FERROVIAL SERVICES IN ORDER FOR THE FINAL INVOICE TO BE PROCESSED FOR PAYMENT

ATTACHMENT H

EQUIPMENT CERTIFICATION

PURPOSE: All vendors responding to this invitation for bid are required to complete this certification.

Contract Number:_____

1. Name of Firm: _____

2. Type of Business (Check One):

_____ Proprietorship _____ Partnership _____ Corporation

3. Name of Owner or Chief Executive Officer: _____

4. How many years has the firm been in the business of providing the services called for in

this bid ? _____

5. How many employees will be allocated to perform the services required in this bid? _____

6. List below the equipment (Make, Model, Year, HP if applicable) which will be used in performing the services required in this bid:

_____

_____

_____

_____

_____

_____

_____

_____

_____

7. Is this equipment presently in the firm's equipment inventory? _____

8. If no, which firm do you intend to Rent/Buy from?

ferrovial
services

FERROVIAL SERVICES INFRASTRUCTURE, INC. ("Ferrovial")

MASTER CONTRACT

CONTRACT No.: 20074002

This Master Contract ("Contract") is between FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, a corporation with a principal place of business at 33 MARKET STREET, SUITE 203, APALACHICOLA, FL 32320 ("Contractor"), & Ferrovial Services Infrastructure, Inc. ("Ferrovial") effective as of January 01, 2022.

1. **Scope of the Contract**. The Contract sets forth the terms and conditions for the following work: LITTER REMOVAL ON 3 STATE BRIDGES IN FRANKLIN COUNTY.
2. **Background.** This work includes the litter removal to be performed from January 01, 2022 through December 31, 2022 billed quarterly.
3. **Documents**. The Contract consists of the following documents:
    a. Master Contract
    b. Attachment A: General Contract Terms and Conditions Level I
    c. Attachment B: Scope of Work, including Special Provisions
    d. Attachment C: Contractor's Request for Proposal Response and Quotation
    e. Attachment D: Deliverables, Milestones and Payment Schedule
    f. Attachment E: Change Order Form
    g. Attachment F: Lane Closure Restrictions
    h. Attachment G: MBE/WBE/DBE/HUB Business
    i. Attachment H: Equipment Certification

    These parts will be read as one document, the contents of which, in the event and to the extent of conflict between the parts, will be given precedence in the order above, except that Attachment B shall have precedence over Attachment A.

4. **Term of Contract**. This Contract shall continue in effect for twelve (12) months from the Effective Date, unless terminated in accordance with the provisions of this Contract, with option for annual renewal.

5. **Notice.** Any correspondence or notice given by either party to the other is served, if delivered in person or if deposited in the mail, properly stamped, and addressed as shown below. Notices may be addressed as follows:

If to Contractor: Franklin County Board of County Commissioners Attn: Erin Griffith	**If to Ferrovial:**
33 Market Street, Suite 203 Apalachicola, FL 32320	Benny Jacobs
	11943 FL-20
	Bristol, FL 32321
Phone: 850.653-9783 EXT 158	
Email: erin@franklincountyflorida.com	benny.jacobs@ferrovialservices.com
With Copy to:	**With Copy to:**
	Tina Tharpe
	bettina.tharpe@ferrovialservices.com

6. **Entire Agreement.** This Contract and the Attachments hereto, shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Contract and supersedes any and all previous agreements between the parties, whether written or oral, with respect to its subject matter. All negotiations,

representations, warranties and agreements made between the parties are merged herein; and the making, execution, and delivery of this Contract by the parties has not been induced by any representations, statements, warranties, or agreements that are not expressed fully herein. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Contract unless expressly provided in this Contract. No term or provision of this Contract may be varied or modified by any prior or subsequent statement, conduct, or act of either of the parties, provided that hereafter the parties hereto may amend this Contract by written instrument specifically referring to, and executed in the same manner as, this Contract.

7. **Authority**. This Contract shall be binding on and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns (as the case may be), except as otherwise provided for herein. A corporate officer signing this document on behalf of the Contractor warrants that he/she has full authority to sign this document.

In witness whereof, the parties have caused this Master Contract to be signed effective as of the Effective Date above.

CONTRACTOR:

FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS	**FERROVIAL SERVICES INFRASTRUCTURE, INC.**
_____	_____
PRINT NAME	PRINT NAME
_____	_____
TITLE	TITLE
_____	_____
SIGNATURE/DATE	SIGNATURE/DATE

ferrovial
services

ATTACHMENT A

GENERAL CONTRACT TERMS AND CONDITIONS

LEVEL I

A. PERFORMANCE OF WORK

1. **INDEPENDENT CONTRACTOR**: Contractor is an independent contractor with respect to the work supplied by Contractor for Ferrovial, and neither Contractor nor anyone used or employed by Contractor shall be deemed for any purpose to be an agent or employee of Ferrovial. Ferrovial shall have no direction or control over of Contractor or its employees except in the results to be obtained from the work. Contractor shall be solely responsible for the withholding or payment of all Federal, State and local Personal Income Taxes, Social Security, Unemployment and Sickness Disability Insurance and other payroll taxes with respect to its employees, including contributions from them when as and required by law.

2. **BACKGROUND:** This work includes litter removal for 3 state bridges in Franklin County to be performed from January 01, 2022 through December 31, 2022.

3. **STANDARD OF CARE:** The Contractor shall perform the work or provide the goods and/or services specified in this Contract in accordance with all generally accepted industry standards and practices, in a workmanlike manner and in full compliance with all terms and conditions of this Contract.

4. **DEFINITIONS:**
   FLORIDA DEPARTMENT OF TRANSPORTATION is hereinafter referred to as FDOT or DOT.

5. **WORK PROGRESS:** Contractor agrees to perform the work identified in the Scope of Work, Attachment B, as provided for in Contractor's Request for Proposal Response and Quotation, Attachment C. Contractor agrees to meet the deliverables and deadlines as defined in Attachment D to this Contract. In the event work is not completed and fully accepted by the due date, liquidated damages as further defined in this Contract shall apply. The Contractor shall perform work in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress.

6. **EXAMINATION OF WORK SITE AND CONTRACT DOCUMENTS:** It is the Contractor's responsibility to examine the site of the work and all documents comprising the Contract before submitting a bid. The submission of a bid and execution of this Contract will be considered evidence that the Contractor has inspected and is aware of all conditions which could affect the work, understands the meaning and intent of the contract documents, and has included appropriate amounts in its bid to cover the cost of the prescribed work. All manuals, specifications, standards and related written materials referenced in this contract are available for review and coping at Ferrovial's offices.

7. **LABOR, MATERIALS AND EQUIPMENT:** The Contractor shall furnish all labor, materials, equipment, machinery, supplies, equipment, tools, appliances, transportation, fuel, power/energy, supervision, traffic barriers, traffic control, including Law Enforcement supports, incidentals, and any other items or incidentals as required to start-up and complete full performance of the Scope of Work. Contractor is responsible for all mobilizations and demobilizations required for the project.

8. **COORDINATION OF WORK:** The Contractor shall coordinate work activities with any others which may be underway in the vicinity of the work site(s). The Contractor may, for the purpose of coordination, request a meeting with any other party responsible for such activities. The Contractor shall attend any and all meetings when requested to do so by Ferrovial. Contractor shall be required to participate in meetings between Ferrovial and FDOT concerning matters pertaining to Contractor, its work or the coordination of its work with other contractors, provided that all direction to such Contractor shall be provided by Ferrovial, and provided further that nothing in this Section shall limit authority of FDOT to give such direction or take such action as in its opinion is necessary to remove an immediate and present threat to the safety of life or property.

9. **WORK SCHEDULE:** Work shall be performed as designated in Scope of Work, unless otherwise approved by the Ferrovial Project Manager. The Contractor shall schedule work to minimize inconvenience to the users of the highway. No work shall be performed when the visibility is less than 1500 feet without the written approval of Ferrovial.

10. **TIME ADJUSTMENTS:** An extension of the Contract or Work Order time may be allowed when a major item of work is delayed for reasons beyond the control of the Contractor. The Contractor is not entitled to additional compensation as a result of such an extension. Extensions will not be granted for foreseeable delays or delays caused by the Contractor.

11. **CONTRACTOR'S PERSONNEL:** The Contractor shall at all times have on the work site, as his/her agent, a competent English-speaking Project Manager and Superintendent capable of thoroughly interpreting the Contract documents and experienced in the type of work being performed. The Project Manager or the Superintendent shall have full authority to perform the work, execute the orders or directions of Ferrovial and to supply promptly any materials, tools, equipment, labor, incidentals, etc. which may be required to perform the work.

12. **CONTRACTOR'S EQUIPMENT:** The Contractor shall have available and in good working order, prior to the start of work under this Contract, all necessary equipment for this work which shall be of sufficient size, type and quantity as selected and supplied, at the sole discretion of the Contractor, to complete the work.

    The Contractor's trucks and/or other road-going equipment shall have the company's name prominently and legibly displayed on the truck or equipment.

    The Contractor may park equipment within 30 feet of the right-of-way line and the contractor may park equipment on the right-of-way overnight as close to the right-of-way line as possible with prior approval of the Ferrovial Project Manager. Contractor's equipment shall not be parked overnight in the median regardless of the width of the median. The Ferrovial Project Manager shall approve all staging areas on the right-of-way. Contractors choosing to park equipment on right-of-way do so at their sole risk. Neither DOT nor Ferrovial shall be liable for any loss, including but not limited to damage, theft, vandalism, etc.

13. **WAIVER OF CONTRACT TERMS AND CONDITIONS:** Any waiver, or non-enforcement of any contract terms and conditions by Ferrovial shall not constitute approval or be considered as a precedent for the future waiver of the same contract terms and conditions. A waiver of any contract terms and conditions shall not render any other portion of the Contract to be unenforceable by Ferrovial.

14. **DEPARTMENT STANDARDS**: Unless otherwise approved by the Ferrovial Project Manager, work performed and material used under this Contract shall conform to the latest version of all FDOT manuals. Standards, specifications, statewide special specifications, policies, procedures and their addenda, as they may be amended, supplemented or updated. These include, but are not limited to the following:

A. Standards and Specifications including all supplemental specifications and special provisions in the specifications workbook.

B. Standard Specification for Road and Bridge Construction (in last edition)

C. Design Manual

D. MUTCD

E. Standard Maintenance Special Provisions

F. Maintenance Activity Standards

G. Workbook of Implemented Modifications in the Standard Specifications

H. Qualified Products List

I. The attached Special Provisions

J. Design Standards for Design, Construction, Maintenance and Utility Operations.

B. CONTROL OF WORK

1. **EXECUTION OF CONTRACT:** Contractor shall execute and return the necessary Contract documents within five (5) calendar days of award. No bid award will be considered binding upon Ferrovial until the execution of the Contract by Ferrovial.

   Failure of the Contractor to execute and/or provide all required documents within the time limits specified may result in award to another Contractor.

2. **AUTHORITY OF THE PROJECT MANAGER:** The administration of this project for Ferrovial shall be through its Project Manager ("Ferrovial Project Manager"), who may act either directly or through duly authorized representatives. The Ferrovial Project Manager will inspect and evaluate the work of the Contractor for general conformity to the Contract. All work shall be done to the satisfaction of the Ferrovial Project Manager.

   The Ferrovial Project Manager will decide all questions which may arise as to 1) the quality and acceptability of work performed; 2) the rate of progress of the work; 3) the interpretation of the Contract; and 4) the acceptable fulfillment of the Contract on the part of the Contractor. The Ferrovial Project Manager shall have the authority to alter work priorities in order to address special needs of Ferrovial or to enforce and make effective such decisions and orders as deemed necessary if the Contractor fails to diligently carry out the work in accordance with these Contract documents.

   Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined to be unacceptable shall be re-worked by the Contractor at no additional cost to Ferrovial. The Ferrovial Project Manager will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.

   During the performance of the work, the Ferrovial Project Manager may have the right, but not the obligation to suspend the work, wholly or in part, due to failure of the Contractor to 1) correct conditions unsafe for the workers, or the general public 2) for failure to carry out provisions of this Contract 3) failure of the Contractor to suspend operations due to unsuitable weather 4) and other conditions or reasons deemed to be in the public's interest. Suspension of work under this provision shall not be grounds for additional compensation to the Contractor.

Ferrovial reserves the right to perform any type of highway maintenance within the limits of the work, including concurrent work by Ferrovial or other Ferrovial Contractors. Concurrent work may include the type of work noted in these Contract documents.

3. **COMMENCEMENT OF WORK:** The Ferrovial Project Manager will issue a Work Order notifying the Contractor to proceed with the work. The Contractor shall begin work no later than fourteen (14) calendar days after the issue date of the initial Work Order or as otherwise specified in Attachment B. The Contractor shall begin work no later than five (5) calendar days after the issue date of subsequent Work Orders, or as otherwise specified in Attachment B.

   If the Contractor begins work prior to the limits noted above, Work Order completion time will begin to accrue when the Contractor begins work.

   The Ferrovial Project Manager will schedule a Pre-Work conference to review the work to be done and the requirements of the Contract prior to issuing the initial Work Order. At the pre-work or earlier, the Contractor shall submit to the Ferrovial Project Manager for review two (2) copies of the Contractor's proposed work plan and methods for performing the required work including a listing of equipment and anticipated personnel.

4. **REPORTING:** Contractor shall provide progress reports to Ferrovial appropriate for the type of work Contractor is performing sufficient to enable Ferrovial to provide reports it is required to furnish. The format and frequency of reports will be agreed upon between Contractor's Project Manager and the Ferrovial Project Manager.

5. **CHANGE ORDERS:** Changes to the work as defined in the Scope of Work will be documented and approved by the following process. Contractor shall prepare a Change Order Form, Attachment E, and submit to the Ferrovial Project Manager for review. If approved, the Ferrovial Project Manager will route internally as required for financial and procurement approvals. The executed Change Order Form will be provided to the Contractor for authorization to proceed. Any resulting changes to the lump sum amount shall be reflected in an Amendment to the Contract. No changes shall commence without a fully executed Change Order. Ferrovial will not be liable for any costs incurred by Contractor due to unauthorized changes.

6. **LIQUIDATED DAMAGES:** Liquidated damages of $250/Calendar Day (subject to adjustment, see the Special Provisions) may be charged against the Contractor for each calendar day beyond that provided in the Work Order, in which the work remains incomplete. These charges are not a penalty, but both parties agree, fairly represent the cost of administration, engineering, supervision, inspection, and other Ferrovial expenses related to the Contract.

   If the Contractor fails to meet the performance standards identified in the Contract, in addition to the liquidated damages, the Contractor will be responsible for any penalties imposed by DOT on Ferrovial resulting from these failures. In addition, Ferrovial may take steps to have the work corrected. Once the Contractor is notified that Ferrovial is taking corrective action, the Contractor shall refrain from performing work on the item in question unless approved by the Ferrovial Project Manager. The costs associated with these measures will be at the Contractor's sole cost and expense and will be deducted from any monies due the Contractor, if any, or repaid to Ferrovial, by the Contractor, within 20 days.

7. **WORK ACCEPTANCE:** Upon completion of the assigned work, the Contractor will notify the Ferrovial Project Manager or his or her designee that the work is complete and the work quantities and quality were accomplished in accordance with the Contract Work Order. The Work Order will be reviewed and signed by both the Contractor and Ferrovial on the day the work is completed. All completed work will be reviewed to verify quality and quantity, prior to accepting the Contractor's work and signing the

Work Order. The Contractor will submit a copy of the signed Work Order with its invoice for payment. The Contractor shall execute the Contract "Close-out and Release Form", as part of final payment procedure, or annual renewal.

The Contractor agrees that Ferrovial's inspection, review, acceptance, approval, or payment for the Contractor's work shall not relieve the Contractor of the Contractor's (or Sub-Contractor's of any tier) sole responsibility for the work, including latent defects in material and/or application, workmanship, use, quality, or Contractor's negligent acts, errors, omissions, or Contractor's improperly performing or improperly failing to perform the work under this contract.

8. **MATERIALS:** All materials shall conform to applicable sections of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Latest edition), as amended and supplemented, unless otherwise specified in the Special Provisions.

   Used, reconditioned, or remanufactured supplies shall not be utilized unless otherwise specified or approved in writing by the Ferrovial Project Manager.

   Any and all salvageable materials within the limits of each work site shall be utilized in that work site at no additional cost. If not used, the material becomes the property and responsibility of the Contractor.

9. **TRAFFIC CONTROL:** The Contractor is responsible for work site safety and work zone traffic control. The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the life or safety of individuals at the work site or the users of the facility. All traffic control devices shall conform to and be placed in accordance with the requirements of Part VI of the U.S. DOT Manual on Uniform Traffic Control Devices (MUTCD). For operations requiring closure of travel lane(s), Contractor shall comply with the, Worksite Traffic Supervisor, Florida Department of Transportation Standard Index 600 series of the Roadway & Traffic Design Standards, latest edition.

   Ferrovial will fully enforce all Traffic control provisions; no deviations from the manual are expected or will be permitted unless otherwise approved in writing by the Ferrovial Project Manager.

   The Contractor shall furnish any traffic control devices, including law enforcement supports when required, and temporary sign panels, necessary to perform this work and shall be responsible for their cost, placement, proper maintenance, and removal.

   In addition to mainline signing, proper signs shall be displayed on all affected ramps prior to the start of operations in interchange areas.

   For Work Orders requiring maintenance of traffic, the Contractor shall submit to the Ferrovial Project Manager for review, prior to beginning work, two (2) copies of their proposed traffic and safety plan. The Contractor's safety and traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic. Submission of the Contractor's safety and traffic plan(s) shall not relieve the Contractor of its sole responsibility and/or liability for injury to persons or damage to property caused by or attributed to the Contractor.

   Any necessary mainline, primary, and/or, service road, lane and/or ramp/interchange/intersection closures must be requested by Contractor and approved by the Ferrovial Project Manager at **least two weeks** prior to the closure.

C. OTHER REQUIREMENTS

1. **CONTRACTOR REGISTRATION:** The Contractor must furnish Ferrovial proof of authorization to do business in the State and where required of licensure in any political jurisdictions in which the work is to be performed. Any required profession or trade license shall also be required.

2. **LAW AND VENUE:** The Contractor shall comply with all applicable Federal, State and Local statutes, laws, ordinances, rules and regulations. The venue of any judicial proceeding arising from this Contract shall be Henrico County, Virginia. The Contractor waives any and all defenses to a change of venue based upon forum non convenience or any other procedural theory.

3. **PERMITS, FEES AND NOTIFICATIONS:** The Contractor shall secure and pay fees associated with all permits required to perform the work. The Contractor will properly display, at or near the worksite, all required permits.

4. **PRESERVATION OF PROPERTY:** The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to property shall immediately be restored to the previously existing condition. Ferrovial shall make no payment for such restorative work.

   Damage to essential signs (stop, yield, one-way, etc.) shall be reported immediately. Ferrovial will repair essential signs at the Contractor's expense. Should any non-essential sign suffer damage, the Ferrovial Project Manager, or designated representative, shall be notified no later than the end of that workday.

   The Contractor may repair or replace damaged non-essential signs; delineators, etc. within 7 days if approved by the Ferrovial Project Manager, or Ferrovial may repair or replace damaged non- essential signs, delineators, etc. at the Contractor's expense. The Contractor shall take care not to damage wildflower plantings, planted trees or shrubs. The Contractor shall replant or replace, at the Contractor's expense any damage to such plantings.

   The Contractor shall use suitable precautions to prevent damage to underground and overhead structures and signs, including but not limited to: pipes, conduits, poles, wires, cables, roadway signs, delineators, fence, guardrail, land monuments, etc.

5. **UTILITIES:** The Contractor shall be responsible for the maintenance, protection and continuance of service for any utilities encountered in the performance of their work within the project limits for the duration of the Contract.

   The Contractor shall notify SUNSHINE ONE CALL prior to digging within the right of way which could be affected by the work in accordance with the Underground Utility Damage Prevention Act, and all other applicable rules, laws and regulations.

6. **INDEMNITY:** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Florida Department of Transportation (FDOT) and Ferrovial, it's agents and employees from and against all injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, arising directly or indirectly out of the obligations herein undertaken or resulting out of operations conducted by the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such injury, claim, damage, loss or expenses is caused in part, by a party indemnified hereunder, except claims or litigation caused by or resulting from the sole negligence of the party indemnified hereunder.

   The parties agree that 1% of the total compensation to the Contractor is the specific consideration from Ferrovial for the Contractor's indemnity agreement and the parties further agree that 1% is included in the contract amount.

7. **INSURANCE REQUIREMENTS:** Without any way limiting contractor's liability under this Contract, the Contractor, prior to execution of the Contract by Ferrovial, shall furnish evidence to Ferrovial that the Contractor has in force during the duration of the Contract the types and amounts of insurance noted below. Failure of the Contractor to continuously maintain all required insurance in force for the duration of the Contract shall be grounds for Contract termination. All insurance must be provided by companies authorized to do business in the State of Florida and with an A.M Best "rating" of A.

GENERAL LIABILITY: The Contractor shall have Commercial General Liability Insurance. The limits of coverage shall be no less than $1,000,000. DOT and Ferrovial is to be named additional insured with respect to General Liability Coverage.

WORKER'S COMPENSATION: The Contractor shall have Worker's Compensation and Employers Liability Insurance in accordance with the laws of the State of Florida in amounts and limits required under State law, sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor's employees as required by Statute. The Contractor shall ensure that the employees of all sub-contractors of any tier are covered by Worker's Compensation Insurance, in accordance with the Laws of the State of Florida.

A certified copy of the Contractor's current Workers Compensation Insurance Experience Modification Factor (EMF) shall be submitted to Ferrovial along with proof of insurance.

VEHICLE LIABILITY: The Contractor shall have vehicle liability insurance with limits of coverage shall be no less than $1,000,000 Combined Single Limit. FDOT and Ferrovial are to be named as additional insurance with respect to vehicle liability coverage. The Contractor shall ensure its vehicles are properly registered in Florida, if applicable.

All policies shall contain waiver of subrogation clause in favor of Ferrovial and DOT.

The policy shall provide for "following form" under the Contractor's primary insurance coverage.

The Certificate of Insurance shall provide that the coverage evidenced therein may not be cancelled or materially changed without at least 30 days written notice in advance to Ferrovial.

8. **SAFETY AND HEALTH STANDARDS:** The Contractor shall have in effect a formal, documented safety program which meets or exceeds the Federal Occupational Safety and Health Act (OSHA) regulations and/or Florida State specifications, whichever is more restrictive.

   Each vehicle involved in the operations (including those vehicles used for supervision) shall be equipped with a rotating or high intensity amber strobe light, visible from all directions. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

   The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the health, life or safety of individuals at the work site or the users of the highway facility. The Contractor shall also comply with applicable sections of OSHA regulations and Department of Transportation Accident Prevention Procedures Handbook (latest edition). In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

   While working on Ferrovial projects, the Contractor's employees and Subcontractor's employees of any tier, including supervisory employees, shall wear, as a minimum, approved reflective vests or equivalent high visibility (and reflective if working after dark) clothing, and if appropriate, ANSI Z 41.1991 approved footwear. Contractor shall also use any other appropriate personal protective equipment which may be required for specific tasks.

   Ferrovial Mandatory Safety Rules (MSR's) are as follows:

   - Always verify and tag or lock all energy isolations
   - Never remove another person's Danger Tag or Personal Lock without written authorization
   - Always operate equipment and machinery within defined limits

- Never begin a skilled task or operate equipment and machinery unless qualified
- Always obtain authorization before entering a confined space
- Always protect against falling where you can fall more than 6 feet/ 2 meters
- Never work or travel under a suspended load
- Always wear seatbelts when a vehicle is in motion
- Never consume or be under the influence of alcohol or illicit drugs while at work
- Always wear proper safety gear
- Always safety plan the work

The MSR's are a requirement of this Contract and Contractor agrees that it, its employees, agents, and subcontractors will abide by each of these MSR's. Contractor agrees that these MSR's will be included and made part of each and every subcontract for work performed under this Contract. Contractor further agrees that any breach of the MSR's, subject to the findings of an investigation by Ferrovial, may result in a default and termination by Ferrovial of this Contract, at the sole discretion of Ferrovial. Contractor agrees to cooperate with, and participate in Ferrovial's investigation of any breach or alleged breach of these MSR's and to promptly report any breach or alleged breach of these MSR's to Ferrovial Project/Contract Manager. Any questions regarding these MSR's should be directed to the Ferrovial Project/Contract Manager.

9. **ENVIRONMENTAL, EROSION AND SEDIMENT CONTROL REGULATIONS:** The Contractor shall be aware of and conform to all Federal, State and Local statutes, laws, rules, regulations and requirements concerning environmental permits and erosion and sediment plans and the proper construction of same. The Contractor shall be especially aware of the following requirements:

   A. Discharges of any kind into waters, wetlands, or floodplains are not permitted, unless those discharges are properly permitted or certified to meet water quality standards.

   B. Discharges of lead based paint into the atmosphere or onto the ground are not permitted. A waste removal system certified by an Industrial Hygienist shall be utilized. This is required in the *Environmental Protection* and *Disposal of Material* payment items if included in the Special Provisions.

   C. Silt fencing shall be erected as required around all areas prior to where the land will be disturbed.

   D. Check dams, sediment basins, and/or hay bale filters as required are to be utilized to prevent silt and sediment from leaving the work area.

   E. Disturbed areas shall be restored as soon as possible.

   F. Containment or collection systems are required, when performing any concrete work over water.

   G. Additional actions may be necessary depending on the extent of work, weather and local conditions.

   H. Proper manifests and/or receipts from certified landfills shall be submitted for all waste materials removed from the site.

   I. When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, such operations shall

be discontinued in the vicinity of the abnormal condition and Ferrovial shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; vapors; asbestos; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

If the need for any remediation of the work site becomes apparent while the contract work is underway and such work items are not specifically included in the Special Provisions, the Contractor shall immediately notify Ferrovial. Ferrovial may solicit a price, and if accepted, issue a Supplemental Agreement prior to commencement of needed remediation work.

9. **ASSIGNMENT:** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, in whole or in part, or of any right, title or interest therein without the express written authorization from Ferrovial.

10. **KEY PERSONNEL:** The Contractor shall provide a list of Key Personnel who will oversee performance of the work, including but not limited to a Project Manager, Superintendent, Supervisors, and Safety Manager. The Key Personnel list shall contain phone numbers, fax numbers, cell phone number and pager numbers. This list may also be provided to DOT, as appropriate.

11. **WARRANTY**: With respect to goods furnished, including fabricated goods, under the Contract, Contractor warrants that the goods will: (i) strictly conform to the drawings, specifications, and sample (if any), and other requirements provided by Ferrovial to Contractor; (ii) conform with all applicable laws, ordinances, codes and regulations; (iii) be free from defects in materials, performance, operation, and workmanship for a period of __n/a__ years after delivery and installation of the goods.

    A. With respect to services provided under this Contract, Contractor warrants and agrees that: (i) Contractor's work will meet all specifications and drawings provided by Ferrovial to Contractor; (ii) Contractor possesses all necessary expertise to perform the work in compliance with all applicable standards and other requirements, whether express or implied by law; (iv) the work will be performed in accordance with this Contract and all applicable laws, statues, ordinances, regulations, rules, standards (government and industry), and codes (government and industry); and (iv) the work will be free from defects for a period of _n/a___ years after performance.

    B. Upon notice by Ferrovial of a warranty claim, Contractor will promptly repair, replace or resupply the work in question (including removal, re-fabrication, reinstallation, access, shipping, labor costs, etc.) at no cost to Ferrovial. If Contractor fails after reasonable notice to proceed promptly and complete the repair, replacement or resupply of the defective work, Ferrovial may repair, resupply or replace the work and charge all related costs to Contractor without voiding the warranties herein, and without Ferrovial waiving any other rights or remedies it may have under this Contract. Such costs will be payable by Contractor to Ferrovial on demand.

13. **COMMUNICATION WITH FDOT:** Neither the Contractor nor any of its representatives may communicate directly with DOT or any of its employees, agents or representatives regarding the work, without the prior written approval of Ferrovial. All contact, communication and dealings with DOT and its employees, agents or representatives by the Contractor shall be solely through Ferrovial or its designated representative. The Contractor will utilize its best efforts to refer inadvertent inquiries from DOT to Ferrovial.

14. **TERMINATION OR SUSPENSION:** Ferrovial reserves the right to terminate or suspend the Contract, in whole or in part, because of unsatisfactory work, work progress, non-responsiveness, unsafe conditions, failure to comply with Contract provisions, for convenience of Ferrovial, due to termination by convenience, due to a Force Majeure Event, or FDOT default or when it is deemed in the best interests of

Ferrovial. In any such termination event, Contractor agrees to hold harmless Ferrovial and FDOT from any liability for Contractor's indirect or consequential loss, lost profits and/or business opportunity.

Ferrovial may terminate the Contract (with written notice and time to cure), should the Contractor fail to perform. Ferrovial may award the work to another subcontractor without notice if the work is of an urgent nature. Ferrovial's use of other subcontractors to complete the contracted work may result in Ferrovial back-charging the Contractor.

The Contractor may terminate the contract only for non-payment, with fifteen (15) day Notice to Cure, provided there is no dispute of the amount due the Contractor.

15. **CONTRACTOR LIENS**: All liens, claims, and charges against Ferrovial shall not attach to any interest of DOT's Transportation Facilities.

16. **ANTI-DISCRIMINATION CLAUSE:** The Contractor shall (1) comply with all federal and state statutes, local laws, rules, regulations and ordnances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, gender, national origin, age, disability or other protected categories in the performance of work under this Contract; and (2) shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials.

17. **MINIMUM WAGE**: The Contractor shall affirm that all its employees, contract labor and subcontractor employees of any tier will be paid not less than the State/Federal Minimum Wage set forth in 29 CFR paragraph 206; and/or if applicable the current Davis-Bacon Act or Service Contract Act Wages (and benefits).

18. **NOTIFICATION OF CRIME CONVICTION:** The Contractor shall notify Ferrovial within thirty (30) days after conviction of a violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract ("Contract Crime") applicable to any of its officers, directors, executives, shareholders active in management, employees or agents of its affiliates as further provided for in Section 287.117 F.S.

19. **COMPLIANCE WITH LAWS:**

    A. The Contractor agrees that it shall make no statements, press or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of the Contract, without first notifying the Ferrovial Project Manager and receiving written consent. The Contractor also agrees that it shall not publish, copyright or patent any of the ideas, or data developed under this Contract, it being understood that such ideas, data or information is a "work for hire" and the property of the FDOT and/or Ferrovial.

    B. The Contractor agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to work performed under this Contract. The Contractor further covenants and agrees that if the Contractor employs a former state employee, the Contractor shall require that strict adherence by the former state employee to Florida Statutes, is a condition of employment for said former state employee. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Contract.

    C. Ferrovial 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 employees unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.

20. **CONTRACTOR STANDING:** Contractor must declare in writing, if Contractor, a sub-consultant, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of federal funds:

    A. Is currently under suspicion, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

    B. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

    C. Does have a proposed debarment pending; or has been indicted, convicted or had a civil judgment rendered against it, or them by a court of competent jurisdiction in any matter involving fraud, or official misconduct in the past three years.

    Any of the above conditions will not necessarily result in denial of award, but will be considered in determining offer or responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

21. **PROFESSIONAL ETHICS:** Any person who is employed by Contractor and is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state licensing laws or rules shall submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, F.S. and the state licensing law applicable to that licensee. The complaint shall be confidential. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455, F.S. and applicable state law.

22. **PUBLIC ACCESS TO DOCUMENTS:** The Contractor shall allow public access to all documents, papers letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and any objection made or received by the Contractor to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement. However, upon receipt of any public records request, the Contractor shall immediately notify the Ferrovial Project Manager and secure prior written consent before releasing such records.

23. **DEPARTMENT SUCCESSION:** This contract is fully assignable to DOT, including the benefit of all Contractor warranties, indemnities, guarantees, and professional responsibilities. Should this contract be assigned to DOT then the Contractor agrees that:

    A. It will maintain usual and customary books and records for the type and scope of operations of business in which it is engaged (e.g., constructor, service provider).

    B. It will permit audit by Ferrovial and provide progress reports to Ferrovial appropriate for the type of subcontract it is performing sufficient to enable Ferrovial to provide the reports it is required to furnish DOT.

    C. It will allow DOT to assume the benefit of Ferrovial's subcontract rights and the work performed thereunder with liability only for those remaining obligations accruing after the date of assumption.

24. **CONFIDENTIALITY**: In connection with the work provided under this Contract, one party may disclose ("Disclosing Party") to the other party ("Receiving Party"), either orally, in writing, or by inspection,

certain information related to Disclosing Party's business, operations, or future business that is either non-public, confidential, proprietary in nature and which could facilitate the work ("Confidential Information"). The parties agree as follows:

A. The disclosure of any Confidential Information has been and will be solely for performing the work. The Receiving Party agrees that it will keep the Confidential Information confidential and will not, without the prior written consent of the Disclosing Party, disclose the Information to any other third party. Neither the Receiving Party nor any of its Representatives (defined herein) will use the Confidential Information for any purpose other than in performance of the work, except that the Receiving Party may disclosure Confidential Information solely to its employees, directors, officers, attorneys, accountants and financial advisors ("Representatives") as are necessary to perform the work, and only provided that such Representatives are informed of the and agree to abide by the terms of this Contract. The Receiving Party will be responsible for any violations of this Contact by their Representatives and shall use its best efforts to restrain their Representatives from unauthorized use or disclosure of the Confidential Information. Confidential Information shall not apply to information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in breach of this Contract; or (ii) is or becomes available to the Receiving Party on a non-confidential basis from another source not bound by duty of nondisclosure to Disclosing Party with respect to such information.

B. All Confidential Information furnished by Disclosing Party shall remain the property of the Disclosing Party. Following completion of the work, or at any time upon request, the Receiving Party will either destroy or return the Confidential Information and all portions or copies, notations, extracts and summaries or analyses thereof, whether they include or are based on the Confidential Information; provided that the Receiving Party may retain its own documents to evidence compliance with policies and due diligence. The Receiving Party shall, at the Disclosing Party's request, certify in writing that it has complied with such request.

C. Notwithstanding the provisions of this Section, in the event the Receiving Party or its Representatives becomes compelled by applicable law, or any applicable government or regulatory body to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice thereof and the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Contract. In the event such protective order is not obtained, or the Disclosing party waives compliance with the provisions of this Contract, the Receiving Party will provide only that portion of the Confidential Information which is legally required and will cooperate to obtain confidential treatment for such Confidential Information disclosed.

25. **RECORDS RETENTION AND AUDIT**: Contractor shall maintain books, records, documents and other evidence of procedures and practices which sufficiently and properly reflect all costs and performance of work under this Contract, including financial records, personnel records, policies, training records, drug test results, change order files, etc., related to the performance of work and to Contractor's compliance with the terms and conditions of this Contract. Such records shall be maintained for a period of five (5) years after the expiration or termination of this Contract. All such records shall be subject at reasonable times and upon prior notice, to examination, inspection, copying, or audit by personnel authorized by Ferrovial or FDOT. Delivery of and access to such documents shall be at no cost to Ferrovial. Contractor shall be responsible for any audit exceptions or disallowed costs.

D. COMPENSATION AND PAYMENT

1. **CONTRACT AMOUNT:** The Contract Amount is defined as the summation of the products of the estimated quantities or the lump sum identified in Attachment C to this Contract. Unless otherwise specified in this Contract, no other costs or reimbursable amounts are allowed.

2. **INVOICES:** Invoices for work performed in accordance with the Contract shall be submitted to: bettina.tharpe@ferrovialservices.com. Invoices will contain the following information: Ferrovial Purchase Order number, Contract Name and Effective Date, Project Number (if applicable), Product Name, Item #, Quantity and Price (if applicable), Hours Worked by Contractor employees, Rate/Hour, specific Milestone Achievement, % Completion and payment amount pursuant to Attachment D. Equipment, freight, materials, third party items, taxes (if applicable) and any other charges as allowed in this Contract shall be identified as separate line items on each invoice.
   The Contractor's invoices must be accompanied by supporting documentation and shall contain sufficient detail for post-audit and match the final approved Work Order, including Hours worked by each Contractor employee and Miles Driven by each Contractor employee per Day. Failure to attach such supporting documentation will result in non-payment. Upon submittal of the final invoice, Contractor represents that the work under the Scope of Work is clear of all claims, liens, encumbrances, and security interests. Ferrovial owns and holds title to all work, whether materials are in process or finalized.

3. **CONTRACTOR PAYMENT AND WORK CERTIFICATION:** The Contractor shall submit certification that all labor, materials vendors, public utility or other services, suppliers, subcontractors, and equipment rental vendors involved in the work invoiced have been or will be promptly paid their proportional share of the invoice; that all work has been completed in compliance with this contract and all applicable industry standards including these specifications. The Contractor is required to report monthly with its invoicing - on forms provided by Ferrovial – if it is a DBE/MBE/WBE/HUB zone, its minority status, the actual payments received, less retainage and the work type etc.; including the DBE/MBE/WBE/HUB zone status of its, subcontractors, suppliers and material, as applicable. The Contractor's invoice will not be processed for payment until this certification and the signed Work Order is received.

4. **PAYMENT:** Payment will be made pursuant to the requirements and schedule in Attachment D. Payment shall be considered full compensation for providing any and all labor, supervision, equipment, materials, supplies, erosion control, traffic control, incidentals, etc. necessary to perform the work. Payment terms for all Contractor invoices shall be net due forty-five (45) days after receipt of a correct invoice. No work shall be performed without prior approval from the Ferrovial Project Manager.
   Invoices shall be submitted to Ferrovial in a timely manner for work completed. Ferrovial is not obligated to pay any invoice, nor is Ferrovial obligated under any legal or equitable theory to pay for work reflected in an invoice, that is not received by Ferrovial within ninety (90) days after completion of the work. Notwithstanding anything else to the contrary in this Contract, and without prejudice to any other right it may have, Ferrovial reserves the right at any time to set-off any amounts it owes to Contractor under this Contract against any amount payable by Contractor to Ferrovial.
   No payment will be made for unsatisfactory work, extra work not approved in writing through a Change Order or work not performed. Payment may be withheld for failure to comply with terms of the Contract, for damages or delays caused by the Contractor, or for work identified in claims filed with Ferrovial by subcontractors/members of the public, etc. against the Contractor.

E. MISCELLANEOUS

1. **SURVIVING CLAUSES**: The provisions of this Contract related to Warranty, Indemnity, Audit, and Confidentiality will survive its termination.

2. **AMENDMENT**: Any purported amendment to this Contract without prior written consent of Ferrovial and FDOT shall be null and void.

ATTACHMENT B

SCOPE OF WORK

Litter Removal on St. George Island Bridge (Bryant Patton Memorial Bridge) over Gulf of Mexico (SR 300), Ochlockonee Bay Bridge (SR 98), Apalachicola River (George G. Tapper Bridge) & Apalachicoal Bay (John Gorrie Memorial Bridge (SR 98) in Franklin County, 541 Roadside Litter Removal, further described as cleaning roadsides and shoulders of bridges of debris, such as cans, bottles, paper, trash, roadkill, etc. This work will be done in accordance with Ferrovial current contract requirements with FDOT, along with all applicable Standards to include A Guide for Roadside Vegetation Management, FDOT Standard Specifications for Road and Bridge Construction, Special Provisions, and the Standard Index.

SPECIAL PROVISIONS

Litter Removal

1.0 GENERAL

1.1 This work shall consist of litter removal on right-of-way including all ramps and gore areas (as required) of the roadways managed by Ferrovial Services and referenced herein.

1.2 The Time Frames are as follows:

1.2.1 The Contractor will be advised by work order to begin operations. The Contractor shall begin work within 5 calendars days of receipt of the work order or as directed by the Project Manager.

1.2.2 The Contractor will complete operations within 30+/- calendar days from the start of work. If the contractor is not able to complete the cycle during the specified time, the cycle will be eliminated and not made up at a later time.

1.3 Liquidated Damages in the amount of $250 / calendar day will apply to the above contract scheduled completion date. This dollar figure represents Ferrovial's extended overhead and inspection costs to administer the job.

1.4 Upon notification that any part of the Contractor's operation does not meet the requirements set forth in these Special Provisions, the Contractor shall take immediate steps to correct the deficiency. If the Contractor does not take immediate steps to correct the deficiency or does not correct the deficiency in the time frame agreed to with the Ferrovial Project Manager, the Contractor will receive a written non-compliance notice.

1.4.1 The Contractor will be charged a $250 non-compliance penalty for each written non-compliance form issued to the Contractor. Three non-compliance penalties for any violation shall constitute non-performance and may be grounds for termination of the Contract.

1.5 **CONTRACTOR PERFORMANCE – NON- PERFORMANCE:**

In addition to the provisions in Attachment A, if the Contractor fails to meet the performance standards identified in these Special Provisions, the Contractor will be responsible for any penalties imposed by DOT on Ferrovial resulting from these failures. In addition, Ferrovial may take steps to have the work corrected. Once the Contractor is notified that Ferrovial is taking corrective action, the Contractor shall refrain from performing work on the item in question unless approved by the Project Manager. The costs associated with these measures will be deducted from any monies due the Contractor.

1.6 **Primary / Secondary Response Contractor**

The Contractor is solely responsible for the Primary Work Contract as Bid and awarded by Ferrovial. This is indicated in the Contract Bid Price Proposal Sheet. The Contract amount awarded to the Contractor, includes all work estimated for the Primary Contract and the work estimated for the Contingent, Secondary Response Contract.

(a) All work performed will be paid for at the Quantity's completed and at the Unit Price Bid. There is no guarantee on the number of cycles or work contained therein. Quantities can increase, decrease or be omitted at the sole discretion of Ferrovial.

(b) The Secondary Response Contract is a CONTINGENT contract, and will only be activated or utilized, as, if and when the Primary Contractor should be unable, unwilling, or has otherwise been terminated either for cause or convenience

2.0 LOCATION

2.2 This work shall consist of litter removal along roadways managed by Ferrovial. The acreage quantities noted on the Bid Sheets are for one (1) cycle. The acreage quantity and the number of litter removal cycles may be increased or decreased or reduced to nothing at the discretion of the Project Manager. This work is broken into roadway sections.

3.0 .MATERIALS

3.2 Litter bags, supplied by the Contractor, will be used for litter collection, holding and proper disposal of all debris.

4.0 EQUIPMENT AND PERSONNEL

4.2 The Contractor shall provide Attachment H prior to work being performed. The Contractor shall note on this attachment all equipment and methods proposed for each type work. Ferrovial will evaluate the Contractor's proposed equipment.

4.3 Rotary mowers must be shielded around their entire perimeter. Chain guards must be installed at the front and rear. Sides must be covered by floating or adjustable skids.

4.4 Tractor must have amber flashing warning light mounted on the roll over structure.

4.5 Approved warning flags must be mounted on each wing of the mower deck.

4.6 Approved 9 in antenna type flag must be installed on one side of the tractor when operating on an interstate system.

4.7 All equipment shall be outfitted with a slow-moving vehicle sign located on the rear of the equipment.

4.8 Inspection of equipment prior to the start of each cycle by a Ferrovial Services Representative is required.

5.0 OPERATIONS

5.2 As stated in Attachment A, all work and all work operations shall be in full and complete compliance with all applicable DOT current Standards and Specifications in effect at the time of the performance of the specific work.

5.3 Unless otherwise approved by the Project Manager, the work hours shall be from 7:00 AM to 5:00 PM, Monday through Thursday and 7:00 AM to 12:00 noon on Friday. Work that requires mainline and ramp closure may be done at night. (See Attachment F.)

Litter Removal Operations

5.4 The Contractor shall provide adequate personnel to police the right-of-way area twenty-four (24) hours **PRIOR** to mowing.

5.5 The Contractor's personnel shall pickup and dispose of all litter or debris.

5.5.1 Litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, building materials, furniture, household items, tree limbs greater than one in in diameter, brush to include palm fronds, campaign and advertising signs, vehicle parts, metal junk, brush, dead animals (smaller than a bear or deer) and other items not found or considered normal to the right-of-way.

5.5.2 **Any debris that is not removed before mowing and is shredded by the mowers must still be removed.** Shredded debris must be removed within two hours of the occurrence.

5.5.3 Litter removal area is defined as all grass areas to include areas behind guardrail, in fenced ponds, behind sound walls, in ditch lines, utility strips, interchanges, areas adjacent to sidewalks, slopes, roadways that run under the interstate the interstate and are not associated with an interchange.

5.5.4 All collected litter and debris shall be containerized immediately and kept, at all times, off of the traveled portions, shoulders, and right-of-ways (including emergency lanes).

5.5.5 The Contractor, at the Contractor's sole expense, shall appropriately dispose of collected litter and debris in accordance with all federal, state, and local laws, rules, and regulations at the end of each day.

5.5.6 Vehicles for litter removal activities shall at all times be parked off the pavement as close to the right-of-way fence as possible.

5.6 Large animals (in the weight class of bear or deer), hazardous wastes, or other items which cannot be reasonably or safely handled (as determined by Ferrovial Services) by the Contractor's personnel, will be disposed of by Ferrovial or others. The Contractor will advise Ferrovial upon discovery.

Acreage Disputes

5.7 If a dispute regarding actual **acreage** arises, the following method will be used to resolve the dispute: Ferrovial will re-measure acreage for a charge of $45/hour upon Contractor's written request.

5.7.1 Discrepancies of quantities greater than 5% of original measurements will be paid to the Contractor if greater than original measurements, with no charge for re-measurement. If re-measurement results in quantities less than or equal to 5% of the original measurements, the reduced quantity, if any, will be deducted from the Contractor's payments due along with the $45/hour charge.

5.8.2 If the Contractor is not satisfied with the above results, any further assertions will not be entertained by Ferrovial unless accompanied by an original survey, signed and sealed or stamped by a Licensed Professional Engineer or Land Surveyor.

6.0 SAFETY

6.2 See "Safety and Health Standards" in the Attachment A.

6.3 When a school bus is loading or unloading children within approximately 1000 feet of mowing operations, the mowers shall stop all operations until the school bus and children depart.

7.0 TRAFFIC CONTROL

7.2 For any operations encroaching on the travel-way traffic control will be required, see index 612 of the Design Standards. All traffic control will be supplied by the Contractor. Lane closure restrictions shall be as outlined in the Attachment F. No time extensions will be granted based on these lane closure restrictions, and the Contractor shall plan work accordingly. Lane closure plans shall be submitted to the Project Manager at least 72 hours prior to the closure.

7.2.1 Any mainline closure shall require the use of **truck mounted attenuators and** message boards. If required, Ferrovial will provide uniformed police officers in officially marked vehicles to supplement the traffic control.

7.3 Upon notification that any part of the Contractor's traffic control operation does not meet the requirements set forth in this Special Provision and the Manual on Uniform Traffic Control Devices, the Contractor shall take immediate steps to correct the deficiency. Deficiencies include but are not limited to incorrect sign spacing, incorrect taper length, mismatched signs, signs or cones that have fallen down, non-functioning arrow boards or message boards, incorrect placement of the truck mounted attenuator, vehicles and equipment in the work zone without amber rotating or strobe lights, etc. Mowers must have slow moving vehicle placard, chains on mowing decks, flags on each corner of the mowing deck, 9 ft antenna type flag on cab, shielding on driveshafts, etc. If the Contractor does not take immediate steps to correct the deficiency or does not correct the deficiency in the time frame agreed to with the Ferrovial representative, the Contractor will receive a written non-compliance notice.

7.3.1 The Contractor will be charged a $250 non-compliance penalty for each written non-compliance form issued to the Contractor.

7.4 Work zone shall not exceed two (2) miles in length. A maximum of three (3) work zones is allowed. Work must be performed within a work zone in order to have the work zone designated. No work will be allowed outside of the work zone.

7.5 Litter removal may be performed under "Mowing Next 2 Miles" as long as mowing is being performed in the same work zone. If only litter removal is being performed in the work zone, "Litter Removal Next 2 Miles" or "Litter Removal Ahead" or "Road Work Ahead" signs must be used.

7.6 At no time can support vehicles or mowers back-up or go against traffic on the pavement. Mowers will be allowed to mow against traffic as long as there is a clear distance of fifteen (15) feet from the edge of pavement to mower deck.

8.0 COMPENSATION

8.2 Payment shall be considered full compensation for providing all traffic control, labor, supervision, equipment, materials, supplies, and incidentals necessary to perform the work specified.

8.2.1 No separate payment will be made for traffic control which is considered incidental to the work.

8.2.2 Certifications are required monthly for MBE/WBE/DBE. These certificates are "Certificate of Partial/Final Payment, Waiver and Release From Subcontractor or Sub-consultant" and "DBE Payment Certification". Failure to submit these completed forms with invoice may constitute cause for payment to be delayed until receipt. Please refer to attachment G for submission of M/WBE form. Contractor shall submit the signed Ferrovial work order with the invoice.

8.3 Payment will be made under the following activities:
541 Roadside Litter Removal (AC)

Payment will be full compensation for all labor, supervision, equipment, and incidentals necessary to perform litter removal operations in accordance with these Special Provisions within the right-of-way including service and frontage roads. In addition to the requirements in Attachment A, the below must be provided on each invoice submitted:

Section:

Cycle#

Dates

# of Employees

Hours Worked

Miles Driven

Dump Tickets

Tonnage of Litter Removed

END OF SPECIAL PROVISION

ATTACHMENT C

CONTRACTOR'S REQUEST FOR PROPOSAL RESPONSE AND LUMP SUM QUOTATION

Description	Cycles	Unit of Measure	Unit Cost	Price per cycle
Bridge Litter Removal – Franklin County	12	Billed Quarterly	$833.66/MTH	$833.66

Total of 12 cycles: $10,003.92
($2,500.98 per quarter)

Services include litter removal for the following state bridges in Franklin County:

1. St. George Island Bridge (Bryant Patton Memorial Bridge) over Gulf of Mexico (SR 300)
2. Ochlockonee Bay Bridge (SR 98)
3. Apalachicola River (George G. Tapper Bridge) and Apalachicola Bay (John Gorrie Memorial Bridge (SR 98)

ATTACHMENT D

DELIVERABLES, MILESTONES AND PAYMENT SCHEDULE

Weekly reports submitted to Ferrovial containing:

Section:

Cycle#

Dates

# of Employees

Hours Worked

Miles Driven

Dump Tickets

Tonnage of Litter Removed

ATTACHMENT E

CHANGE ORDER FORM

Ferrovial

Project:_____ Contractor:_____

Ferrovial Contract No.:_____ Change Order No.:_____

Date of Request:_____ Purchase Order No.:_____

Upon full execution of this Change Order Form, Contractor is directed to make the following changes to the referenced Contract.

Reason for Change Request:

Description of Costs (attach documentation as appropriate)	**No. of Units or Man-Hours**	**Add/Deduct Amount per Unit or Man-Hour**	**Total Line Item Amount**

Original Contract Amount:	$
Net Change by Previously Authorized Change Orders	$
Contract Sum Prior to this Change Order	$
Amount of this Change Order	$
New Contract Sum including this Change Order	$
Original Contract Date of Completion	
New Date of Completion with this Change Order	

This Change Order is not valid until signed by Ferrovial. Signature of Contractor indicates agreement to the changes on this Change Order Form.

Accepted by Contractor:

_____

Name:_____

Title:_____

Date: _____

Accepted by Ferrovial Project Manager:

_____

Name:_____

Title:_____

Date:_____

ATTACHMENT F
LANE CLOSURE RESTRICTIONS

Florida Department of Transportation

JEB BUSH
GOVERNOR

DENVER J. STUTLER, JR.
SECRETARY

Lane Closure Policy and Procedure

Purpose:	To establish guidelines to minimize the disruption of the flow of traffic in conjunction with any production or operations activities on Florida's Turnpike System.
Authority:	Sections 334.046, 335.15, Florida Statutes
ADT	Average Daily Traffic Volumes
Department:	Florida Department of Transportation, Turnpike Enterprise
Emergency:	Any occurrence, or threat thereof, whether accidental, natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property [F.S. 252.34(3)].
Engineer:	The Department's Engineer(s) authorized to monitor and control activities on the State Turnpike System. [F.S. 334.14]
Lane Closure:	Temporary closure of one (1) or more through traffic lane(s), auxiliary lane(s) or ramp lane(s).
MUTCD:	Manual on Uniform Traffic Control Devices, Millennium Edition
Indexes:	FDOT Design Standard indexes (600 series), current edition

General Policy: NO LANE CLOSURE SHALL OCCUR ON THE TURNPIKE SYSTEM UNLESS ALL OTHER POSSIBLE ALTERNATIVES HAVE BEEN EXPLORED AND FOUND TO BE NOT POSSIBLE OR PRACTICABLE. THE REASONS FOR THE CLOSURE MUST BE WARRANTED AND DOCUMENTED. WHEN ABOVE CONDITIONS ARE MET, THEN CLOSURES CAN ONLY OCCUR DURING SPECIFIED HOURS AND MUST BE APPROVED BY THE DEPARTMENT AT LEAST 48 HOURS IN ADVANCE.

During the holiday weekends of Memorial Day, Independence Day, Labor Day, and Veterans Day, no lane closures will be permitted from 12:01 p.m. the preceding Friday to 11:59 p.m. Monday. If Independence Day or Veterans Day occurs midweek, there will be no lane closure restrictions.

During Easter, no lane closures will be permitted from 12:01 p.m. the preceding Friday to 11:59 p.m. Sunday.

During Thanksgiving, no lane closures will be permitted from 12:01 p.m. the preceding Wednesday to 11:59 p.m. Sunday.

Lane closure restrictions during the Christmas and New Year's Day holiday periods will be dependent upon which day of the week the legal holiday falls.

- During Christmas, lane closures will not be permitted from 12:01 p.m. Christmas Eve through 11:59 p.m. the following Sunday.
- During New Year's, lane closures will not be permitted from 12:01 p.m. New Year's Eve through 11:59 p.m. the following Sunday.
- When Christmas and New Year's occur on Monday, lane closures will not be permitted from 12:01 p.m. the previous Friday through 11:59 p.m. Monday.

www.dot.state.fl.us

ATTACHMENT G

DISADVANTAGED, MINORITY AND WOMEN BUSINESS ENTERPRISES HISTORICALLY UNDERUTILIZED BUSINESS

POLICY

It is the policy of FERROVIAL SERVICES that: disadvantaged, minority and women business enterprises as well as historically underutilized businesses shall have the maximum opportunity to participate in the performance of our contracts.

OBLIGATION

The Contractor and any subsequent Subcontractor shall ensure that minority and women business enterprises have the maximum opportunity to participate in the performance of the work included in this contract. The Contractor and any subsequent Subcontractor shall take all necessary and reasonable steps to ensure that minority and women business enterprises have the maximum opportunity to compete for and perform a portion of the work included in this contract. Failure on the part of the Contractor to carry out the reporting requirements set forth herein shall constitute a breach of contract and after proper notification may result in termination of the contract.

GOALS

Due to the nature of work in this contract, specific goals for participation by Minority and Women Businesses are not established.

REPORTS

The Contractor shall submit the attached statement within 10 days after contract award to report all projected MBE and WBE participation on the project. **This participation includes the Prime Contractor as well as Sub-Contractors**. The contractor shall submit the same statement with the final invoice to report all actual MBE and WBE participation on the project. In the event the Contractor had no MBE or WBE participation on the project, he is still required to submit a statement with the final invoice reporting no participation. Where participation is from MBE and WBE Material Suppliers or Manufacturers, the statement shall indicate the appropriate percentage (60% for regular dealers, and 100% for manufacturers) of expenditures to be reported.

THE CONTRACTORS STATEMENT OF MBE AND WBE PARTICIPATION MUST BE DELIVERED TO FERROVIAL SERVICES IN ORDER FOR THE FINAL INVOICE TO BE PROCESSED FOR PAYMENT

ATTACHMENT H

EQUIPMENT CERTIFICATION

PURPOSE: All vendors responding to this invitation for bid are required to complete this certification.

Contract Number:_____

1. Name of Firm: _____

2. Type of Business (Check One):

_____ Proprietorship _____ Partnership _____ Corporation

3. Name of Owner or Chief Executive Officer: _____

4. How many years has the firm been in the business of providing the services called for in

this bid ? _____

5. How many employees will be allocated to perform the services required in this bid? _____

6. List below the equipment (Make, Model, Year, HP if applicable) which will be used in performing the services required in this bid:

_____

_____

_____

_____

_____

_____

_____

_____

_____

7. Is this equipment presently in the firm's equipment inventory? _____

8. If no, which firm do you intend to Rent/Buy from?

May 20, 2022

Franklin County Board of County Commissioners
33 Market Street Suite 203
Apalachicola, FL 32320

Subject: (Structure 490002) - Quote

Dear Mrs. Virginia,

See below lump sum cost to seal approach slab and bridge per Maintain Posting Letter from Consor on 11-29-21 on Timber Island Rd Structure 490002. Total price below includes material, MOT and labor.

Note this quote will consist of patching any spalls found in deck and applying T-70 methacrylate and sealing complete bridge.

- Clean and seal cracks up to 0.08-inch-wide in Span 2-9
- Clean and seal map cracks in far approach slab
- Remove dirt and debris from the deck

Price: $ 18,225.00

Shane Maneth

11943 NW State Rd 20

Bristol, Fl. 32321

850 227.5462

Project Manager – Ferrovial Services, Infrastructure

Ferrovial Services

Utilities | telecommunications | Transport | Defence | property | Social | Oil and Gas | Mining | Industrial

November 29, 2021 E-mailed

Howard Nabors - Superintendent
Franklin County Road Department
376 State Road 65 North
Eastpoint, FL 32328
fcrd@fairpoint.net

Maintain Posting Letter

Bridge No:	**490002**	**Posting Loads:**	**Actual**	**Recommend**
Location:		Posting Weight	99	99
Timber Island Road over Postun Bayou		Single Unit	23	23
Inspection Date:	11/2/2021	Combination Unit	30	30
Load Rating Date:	5/4/2006	Tandem Trailer	35	35

In accordance with Department of Transportation policy, the above referenced bridge load rating has been reviewed for consistency with load rating requirements.
In order to maintain the existing posting limits, the following repairs and maintenance are necessary.
Failure to do so may result in reduced posting limits or bridge closure.

1. Clean and seal cracks up to 0.08 in wide in Spans 2 through 9.
2. Clean and seal map cracks in far approach slab.
3. Remove dirt and debris from the deck.

Based on the current inspection and load rating dates referenced above, posting of the structure is required.
The flexure strength of the deck controls the ratings.

If you have any questions regarding this letter and its contents, please contact me at 407.957.1660.

Sincerely,

David M. Stump, Project Manager
CONSOR Engineers, LLC.

CC:
April Williams, April.Williams@dot.state.fl.us
Timothy Barnard, Timothy.Barnard@dot.state.fl.us
Sarah Evans, Sarah.Evans@dot.state.fl.us
Tenille Fielding, Tenille.Fielding@dot.state.fl.us
Steven Fisher, Steven.Fisher@dot.state.fl.us

2121 Old Hickory Tree Road, St. Cloud, FL 34772
Phone: 407.957.1660 Fax: 407.957.8744

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

BY:	CONSOR Engineers, LLC	STRUCTURE NAME:	Not recorded
OWNER:	2 County Hwy Agency	YEAR BUILT:	1962
MAINTAINED BY:	2 County Hwy Agency	SECTION NO.:	49 502 000
STRUCTURE TYPE:	1 Reinforced Concrete - 01 Slab	MP:	0.499
LOCATION:	0.5 Mi East of US98/SR30	ROUTE:	00000
SERV. TYPE ON:	1 Highway	FACILITY CARRIED:	Timber Island Road
SERV. TYPE UNDER:	5 Waterway	FEATURE INTERSECTED:	Postun Bayou

☐ FUNCTIONALLY OBSOLETE ☐ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 11/2/2021 UNDERWATER: 11/2/2021

SUFFICIENCY RATING: 64.9
HEALTH INDEX: 75.75

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

BY:	CONSOR Engineers, LLC	STRUCTURE NAME:	Not recorded
OWNER:	2 County Hwy Agency	YEAR BUILT:	1962
MAINTAINED BY:	2 County Hwy Agency	SECTION NO.:	49 502 000
STRUCTURE TYPE:	1 Reinforced Concrete - 01 Slab	MP:	0.499
LOCATION:	0.5 Mi East of US98/SR30	ROUTE:	00000
SERV. TYPE ON:	1 Highway	FACILITY CARRIED:	Timber Island Road
SERV. TYPE UNDER:	5 Waterway	FEATURE INTERSECTED:	Postun Bayou

☐ THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS

☐ THIS BRIDGE IS SCOUR CRITICAL

☐ THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION

☐ FUNCTIONALLY OBSOLETE ☐ STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 11/2/2021 UNDERWATER: 11/2/2021

OVERALL NBI RATINGS:

DECK:	6 Satisfactory	CHANNEL:	8 Protected
SUPERSTRUCTURE:	6 Satisfactory	CULVERT:	N N/A (NBI)
SUBSTRUCTURE:	6 Satisfactory	SUFF. RATING:	64.9
PERF. RATING:	Good	HEALTH INDEX:	75.75

FIELD PERSONNEL / TITLE / NUMBER:	**INITIALS**
Stump, Jr., David M. - Professional Engineer (#86560) (lead)	DMS
Allen, Adrian - Assistant Bridge Inspector	
Stump, Jr., David M. - Professional Engineer (#86560) / Lead Diver	DMS
Diaz, Daniel - Assistant Bridge Inspector / Diver	
Harrison, Andrew - Assistant Bridge Inspector / Diver	
Sanchez, Marco - Assistant Bridge Inspector / Diver	

REVIEWING BRIDGE INSPECTION SUPERVISOR:

Meek, Frederick - Bridge Inspector (CBI#00397)

CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Stump, Jr., David M. - Professional Engineer (#86560) CONSOR Engineers, LLC
2121 Old Hickory Tree Road
Registry No. 6876
Saint Cloud FL 34772

This item has been digitally signed and sealed by:

SIGNATURE: David M Stump Jr.

DATE: 2021.12.16 09:10:40-06'00'

on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DAVID M. STUMP, JR. LICENSE No. 86560 STATE OF FLORIDA PROFESSIONAL ENGINEER

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

The official record of this document is the electronic file digitally signed and sealed under Rule 61G15-23.004, F.A.C.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

All Elements

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	38 / 4	Re Concrete Slab	4835	59.1	3225	39.42	121	1.48	0	.	8181 sq.ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	23	95.83	1	4.17	0	.	24 sq.ft
0	1130 / 4	Cracking (RC and Other)	0	.	1150	90.55	120	9.45	0	.	1270 sq.ft
0	1190 / 4	Abrasion(PSC/RC)	0	.	2052	100	0	.	0	.	2052 sq.ft

Element Inspection Notes:

38/4

CONDITION STATE 2
NO CHANGE:
1) The deck underside has isolated delaminations, up to 2.5 ft diameter, throughout. (1080 - NO QTY)
2) The deck top has cracks, up to 0.05 in wide, and map cracks, up to 0.03 in wide, in all spans. (1130 - 1090 SF)
3) There are cracks, up to 0.016 in wide, randomly located in the deck underside. (1130 - NO QTY)
4) There are sealed cracks, previously up to 0.08 in wide, in the top of both curbs at the corners in numerous spans. (1130 - NO QTY)
5) There is minor abrasion to the deck and curbs, exposing aggregate. (1190 - 2052 SF)
6) The near left corner of the deck has a sealed delamination, 0.42 ft L x 0.16 ft H, at Bent Cap 2. (1080 - 1 SF)
7) The underside of the overhangs have transverse cracks, up to 0.016 in wide, with light efflorescence. (1130 - 60 SF)
8) The left curb in Span 3 has a patch, 0.15 ft L x 1.0 ft W, at the far end. (1080 - 1 SF)
9) The top of the right curb in Span 5 has a patch, 0.80 ft L x 0.17 ft W, over Bent 5. (1080 - 1 SF)
10) The Span 4 underside has six patched areas, up to 1.0 ft L x 1.5 ft H, on the right face. (1080 - 6 SF)
11) The Span 5 underside has five patched areas, up to 1.0 ft L x 1.5 ft H. (1080 - 5 SF)
12) Span 8 has two patches, up to 1.5 ft diameter, 10.0 ft from Bent Cap 8 near midspan, and one patch, up to 2.0 ft L x 0.60 ft W, 10.0 ft from Bent Cap 9 along the left side. (1080 - 5 SF)
13) The deck underside of Span 9 has a delamination, approximately 1.5 ft diameter, on the right side, and a patched area, 1.5 ft L x 0.40 ft W, on the left side. (1080 - 3 SF)
14) The deck top in Span 8 has a patched spall, 0.33 ft L x 0.25 ft W, along the left curb. (1080 - 1 SF)

CONDITION STATE 3
NO CHANGE:
1) The bottom left corner of the deck underside in Span 1 over Abutment 1 has a developing spall, 0.80 ft L x 0.10 ft H x 0.05 ft D (See Photo 1). (1080 - 1 SF)
2) Span 2 has transverse cracks, up to 0.08 in wide, randomly located in the left lane (See Photo 2). (1130 - 20 SF)
3) There are cracks, up to 0.06 in wide, randomly located in the underside and along both edges of the deck in Spans 2 through 9 (See Photo 3). (1130 - 100 SF)

NOTES
NO CHANGE:
1) The object markers on the approach shoulders are faded, stained and damaged, and do not define the roadway limits (See Photo 4).
2) The coating on the utility along the left edge of the deck underside is failing allowing corrosion to form.
3) There are exposed steel chairs and trash steel randomly located throughout the deck

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

underside.
4) There is minor horizontal misalignment of the spans.
5) Approach guardrails are not provided (See Photo 4).
6) The centerline, edge of roadway, and edge striping have faded.
7) The posting signs have minor gunshot damage, and are out of alignment (See Near and Far Posting Sign Photos).
8) The utility pipe on the deck top along the left curb has corrosion.

1080/4 -

1130/4 -

1190/4 -

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	301 / 4	Pourable Joint Seal	260	85.81	36	11.88	7	2.31	0	.	303 ft
0	2350 / 4	Debris Impaction	0	.	36	100	0	.	0	.	36 ft
0	2360 / 4	Adjacent Deck or Header	0	.	0	.	7	100	0	.	7 ft

Element Inspection Notes:

301/4 CONDITION STATE 2
NO CHANGE:
1) The joints are impacted with dirt, debris and vegetation growth primarily in the shoulder area (See Photo 5). (2350 - 36 FT)

CONDITION STATE 3
NO CHANGE:
1) There are spalls, up to 2.0 ft L x 0.15 ft W x 0.05 ft D, along the joints (See Photo 6). (2360 - 7 FT)

2350/4 -

2360/4 -

MISCELLANEOUS : Channel

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8290 / 4	Channel	1	100	0	.	0	.	0	.	1 (EA)

Element Inspection Notes:

8290/4 No Notes

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	321 / 4	Re Conc Approach Slab	1206	99.42	7	0.58	0	.	0	.	1213 sq.ft
0	1130 / 4	Cracking (RC and Other)	0	.	7	100	0	.	0	.	7 sq.ft
0	510 / 4	Wearing Surfaces	10	1.04	866	90.21	84	8.75	0	.	960 sq.ft
0	3220 / 4	Crack (Wearing Surface)	0	.	0	.	12	100	0	.	12 sq.ft
0	3230 / 4	Effectiveness (Wearing Surface)	0	.	866	92.32	72	7.68	0	.	938 sq.ft

Element Inspection Notes:

321/4 CORRECTIVE ACTION
1) The far right lane of the approach roadway and Approach Slab 2 was milled and being

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

resurfaced during this inspection.

CONDITION STATE 2
NO CHANGE:
1) The exposed portion of Approach Slab 1 has a crack, 0.05 in wide, in the left travel lane at the far end, and Approach Slab 2 has a crack, up to 0.05 in wide, in the right travel lane at the near end. (1130 - 3 SF)
2) There are map cracks, up to 0.016 in wide, in the exposed areas of the far approach slab. (1130 - 4 SF)

NOTES
NO CHANGE:
1) Both approach roadways have multi-directional cracks, up to 0.25 in wide, and patched areas, within 20.0 ft of the approach slabs.

1130/4 -

510/4 CORRECTIVE ACTION
1) The asphalt overlay in the right lane of Approach Slab 2 was milled and being resurfaced at the time of inspection.

CONDITION STATE 2
NO CHANGE:
1) The asphalt wearing surface over both approach slabs has moderate deterioration (See Photo 7). (3230 - 866 SF)

CONDITION STATE 3
NO CHANGE:
1) Both approach slabs have areas of missing or worn away asphalt over the abutments (See Photo 7). (3230 - 72 SF)
2) Approach Slab 1 has a crack, 0.25 in wide, in the asphalt overlay 2.0 ft left of the centerline, extending back 6.2 ft from the far end (See Photo 8). (3220 - 12 SF)

3220/4 -

3230/4 -

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8475 / 4	R/Conc Walls	0	.	19	95	1	5	0	.	20 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	2	66.67	1	33.33	0	.	3 ft
0	1190 / 4	Abrasion(PSC/RC)	0	.	17	100	0	.	0	.	17 ft

Element Inspection Notes:

8475/4 CONDITION STATE 2
NO CHANGE:
1) The near right and far right bridge rail extensions each have one spall, 0.25 ft diameter x 0.50 in deep, exposing trash steel. (1080 - 2 FT)
2) There is minor abrasion on all rail extensions. (1190 - 17 FT)

CONDITION STATE 3
NO CHANGE:
1) The near right approach curb has a spall, 0.55 ft L x 0.80 ft W x 0.08 ft D, in the top face at the near end (See Photo 9). (1080 - 1 FT)

NOTES

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

```
NEW:
1) Vegetation has encroached on the far right bridge rail extension.

1080/4      -

1190/4      -
```

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	215 / 4	Re Conc Abutment	46	85.19	8	14.81	0	.	0	.	54 ft
0	1190 / 4	Abrasion(PSC/RC)	0	.	8	100	0	.	0	.	8 ft

Element Inspection Notes:

```
215/4       CONDITION STATE 2
            NO CHANGE:
            1) There is minor abrasion at the ends of the abutment caps. (1190 - 8 FT)

1190/4      -
```

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	227 / 4	Re Conc Pile	2	6.25	25	78.13	5	15.63	0	.	32 (EA)
0	1080 / 4	Delamination/Spall/Patched Area	0	.	7	87.5	1	12.5	0	.	8 (EA)
0	1130 / 4	Cracking (RC and Other)	0	.	14	77.78	4	22.22	0	.	18 (EA)
0	1190 / 4	Abrasion(PSC/RC)	0	.	4	100	0	.	0	.	4 (EA)

Element Inspection Notes:

```
227/4       CORRECTIVE ACTION
            1) The spalls in Piles 2-1, 6-4, 9-1, and 9-3 have been patched.
            2) The cracks in Piles 4-2, 5-1, 5-2, 5-3, 6-3, 7-2, and 8-2 have been sealed.

            CONDITION STATE 1
            NO CHANGE:
            1) Pile 6-3 has a sealed crack in the left face, beginning 7.0 ft below the cap and
            extending down 1.0 ft.
            7) Pile 7-2 has a sealed crack in the near face, beginning 8.0 ft below the cap extending
            down 2.0 ft.
            8) Pile 8-2 has a sealed crack in the near face, beginning 8.0 ft below the cap and
            extending down 1.0 ft in the tidal zone.

            CONDITION STATE 2
            NEW:
            1) Pile 6-4 has a vertical crack, 0.03 in wide, in the near face, beginning 7.0 ft below
            the cap. (1130 - 1 EA)

            NO CHANGE:
            1) There are minor corner spalls randomly located throughout the piles. (1080 - 4 EA)
            2) Several piles in Bents 2 through 9 have hairline cracks, up to 0.02 in wide, randomly
            located. (1130 - 11 EA)
            3) The piles in Bents 2 through 9 have scaling, up to 0.08 ft deep, exposing aggregate in
            the tidal water zone. (1190 - 4 EA)
            4) Pile 2-1 has a patched spall, 0.70 ft H x 0.20 ft W, in the far left corner below the
            cap. (1080 - 1 EA)
            5) Pile 2-4 has cracks, up to 0.04 in wide, in the right and far faces beginning at the
```


This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

cap extending down 1.0 ft. (1130 - 1 EA)
6) Pile 6-3 has a sealed crack, previously 0.05 in wide, in the far face beginning 7.0 ft below the cap and extending down 1.0 ft in the tidal zone. (1130 - 1 EA)
7) Pile 6-4 has two patched spalls, 0.60 ft H x 0.30 ft W, on the near left corner, 8.0 ft below the cap and in the far corner 9.0 ft below the cap. (1080 - NO QTY)
8) Pile 9-1 has a patched spall, 1.5 ft H x 0.30 ft W, in the far left corner beginning 8.0 ft below the cap. (1080 - 1 EA)
9) Pile 9-3 has a patched spall, 0.60 ft H x 0.20 ft W, in the far left corner beginning 8.0 ft below the cap. (1080 - 1 EA)

CONDITION STATE 3
NO CHANGE:
1) Pile 4-1 has a spall, 0.42 ft H x 0.33 ft W x 0.08 ft D, in the far left corner, 8.0 ft below the cap (See Photo 10). (1080 - 1 EA)
2) Pile 4-2 has a sealed crack, previously up to 0.06 in wide, with spalls on the far right face, beginning 8.0 ft below the cap and extending down 2.0 ft in the tidal zone (See Photo 11). (1130 - 1 EA)
3) Pile 5-1 has a sealed crack, up to 0.125 in wide, on the near face, beginning 7.0 ft below the cap and extending down 2.5 ft in the tidal zone and a crack, 0.06 in wide, on the left face, beginning 7.0 ft below the cap and extending down 2.0 ft from the tidal zone (See Photo 11). (1130 - 1 EA)
4) Pile 5-2 has a sealed crack, 0.06 in wide, in the far right corner beginning 7.0 ft below the cap extending down 2.0 ft in the tidal zone (See Photo 11). (1130 - 1 EA)
5) Pile 5-3 has a sealed crack, up to 0.13 in wide, on the far left face beginning 7.0 ft below the cap and extending down 3.0 ft in the tidal zone and a crack, 0.03 in wide, on the far right face beginning 7.0 ft below the cap and extending down 1.5 ft in the tidal zone (See Photo 11). (1130 - 1 EA)

NOTES
NO CHANGE:
1) There are several pick-up point areas with failing patches randomly located on the piles.

1080/4 -

1130/4 -

1190/4 -

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	234 / 4	Re Conc Pier Cap	190	87.96	18	8.33	8	3.7	0	.	216 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	1	100	0	.	0	.	1 ft
0	1090 / 4	Exposed Rebar	0	.	1	100	0	.	0	.	1 ft
0	1120 / 4	Efflorescence/Rust Staining	0	.	0	.	8	100	0	.	8 ft
0	1190 / 4	Abrasion(PSC/RC)	0	.	16	100	0	.	0	.	16 ft

Element Inspection Notes:

234/4 CONDITION STATE 1
NO CHANGE:
1) The bent caps have cracks, up to 0.01 in wide, randomly located.

CONDITION STATE 2
NO CHANGE:
1) Bent Cap 2 has a pop out, 0.25 ft L x 0.08 ft W x 0.50 in D, with exposed steel, in the

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

bottom face, left of Column 2-2. (1090 - 1 FT)
2) Bent Cap 3 has a spall, 0.42 ft H x 0.33 ft W x 0.75 in D, at the near left bottom corner. (1080 - 1 FT)
3) There is minor abrasion at the ends of the caps. (1190 - 16 FT)

CONDITION STATE 3
NO CHANGE:
1) The bent caps have areas of rust staining; not observed during this inspection. (1120 - 8 FT)

1080/4 -

1090/4 -

1120/4 -

1190/4 -

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8396 / 4	Other Abutment Slope Protection	163	7.77	1936	92.23	0	.	0	.	2099 (SF)
0	1220 / 4	Deterioration (Other)	0	.	1926	100	0	.	0	.	1926 (SF)
0	6000 / 4	Scour	0	.	10	100	0	.	0	.	10 (SF)

Element Inspection Notes:

8396/4 CORRECTIVE ACTION
1) The gaps between the sand-cement bags has been sealed with a grout overlay.
2) The sand-cement bags in the near and far slope protection have been replaced.

CONDITION STATE 2
NO CHANGE:
1) There is exposure, up to 0.60 ft, of the toe wall at the far slope. (6000 - 10 SF)
2) The slope protection has weathered and has random open joints. (1120 - 1926 SF)

NOTES
NO CHANGE:
1) There are trees and large bushes growing from the slopes encroaching onto the structure (See Photo 12).

1220/4 -

6000/4 -

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	331 / 4	Re Conc Bridge Railing	0	.	539	99.81	1	0.19	0	.	540 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	2	66.67	1	33.33	0	.	3 ft
0	1130 / 4	Cracking (RC and Other)	0	.	20	100	0	.	0	.	20 ft
0	1190 / 4	Abrasion(PSC/RC)	0	.	517	100	0	.	0	.	517 ft

Element Inspection Notes:

331/4 CONDITION STATE 2
NO CHANGE:
1) There are cracks, up to 0.05 in wide, randomly located, in the bridge rails and posts.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

(1130 - 20 FT)
2) There is abrasion to the bridge rails exposing aggregate. (1190 - 517 FT)
3) The left bridge rail in Span 4 has a sound patch, 0.75 ft L x 0.35 ft H, in the top left corner. (1080 - 1 FT)
4) Post 6-5 in the right bridge rail has a patched delamination, 0.58 ft H x 0.58 ft W, on the near left corner. (1080 - 1 FT)

CONDITION STATE 3
NO CHANGE:
1) The right bridge rail in Span 7 has a spall, 0.60 ft diameter x 0.08 ft deep, in the right face near Bent 8 (See Photo 13). (1080 - 1 FT)

NOTES
NO CHANGE:
1) The bridge rails are not capable of redirecting traffic (See Photo 4).

1080/4 -

1130/4 -

1190/4 -

Total Number of Elements*: 10
*excluding defects/protective systems

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

Inspector Recommendations

UNIT: 0 **DECKS**

ELEMENT/ENV: 38 / 4 Re Concrete Slab **ELEM CATEGORY: Decks/Slabs**

CONDITION STATE			PRIORITY
1 , 2 , 3	MMS Quantity: 1 sf	Element Estimated Quantity: 1 sq.ft	3

WORK ORDER RECOMMENDATION:
Near and far posting signs; realign.

1 , 2 , 3	MMS Quantity: 1 sf	Element Estimated Quantity: 1 sq.ft	3

WORK ORDER RECOMMENDATION:
Approach guardrails; install rail system capable of redirecting traffic.

1 , 2 , 3	MMS Quantity: 1 sf	Element Estimated Quantity: 1 sq.ft	3

WORK ORDER RECOMMENDATION:
Object markers; replace and reposition.

ELEMENT/ENV: 38:1080 / 4 Delamination/Spall/Patched Area **ELEM CATEGORY: Decks/Slabs**

CONDITION STATE			PRIORITY
2 , 3	MMS Quantity: 1 sf	Element Estimated Quantity: 1 sq.ft	3

WORK ORDER RECOMMENDATION:
Bottom left corner of deck underside; clean and patch spall over Abutment 1.

ELEMENT/ENV: 38:1130 / 4 Cracking (RC and Other) **ELEM CATEGORY: Decks/Slabs**

CONDITION STATE			PRIORITY
2 , 3	MMS Quantity: 1 sf	Element Estimated Quantity: 1110 sq.ft	3

WORK ORDER RECOMMENDATION:
Deck top; clean and seal cracks.

ELEMENT/ENV: 301:2350 / 4 Debris Impaction **ELEM CATEGORY: Joints**

CONDITION STATE			PRIORITY
2	MMS Quantity: 1 lf	Element Estimated Quantity: 36 ft	3

WORK ORDER RECOMMENDATION:
Joints; clean and seal.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

Inspector Recommendations

UNIT: 0 **MISCELLANEOUS**

ELEMENT/ENV: 321:510:3230 / 4 Effectiveness (Wearing Surface) **ELEM CATEGORY: Other Elements**

CONDITION STATE			PRIORITY
2 , 3	MMS Quantity: 1 sf	Element Estimated Quantity: 938 sq.ft	3

WORK ORDER RECOMMENDATION:

Approach Slab 1 and 2; resurface.

ELEMENT/ENV: 8475:1080 / 4 Delamination/Spall/Patched Area **ELEM CATEGORY: Other Elements**

CONDITION STATE			PRIORITY
2 , 3	MMS Quantity: 1 mh	Element Estimated Quantity: 1 ft	3

WORK ORDER RECOMMENDATION:

Near right approach curb; clean and patch spall.

UNIT: 0 **SUBSTRUCTURE**

ELEMENT/ENV: 227:1080 / 4 Delamination/Spall/Patched Area **ELEM CATEGORY: Substructure**

CONDITION STATE			PRIORITY
2 , 3	MMS Quantity: 1 mh	Element Estimated Quantity: 1 (EA)	3

WORK ORDER RECOMMENDATION:

Pile 4-1; clean and patch spall.

ELEMENT/ENV: 227:1130 / 4 Cracking (RC and Other) **ELEM CATEGORY: Substructure**

CONDITION STATE			PRIORITY
2 , 3	MMS Quantity: 1 mh	Element Estimated Quantity: 1 (EA)	3

WORK ORDER RECOMMENDATION:

Pile 2-4; seal cracks.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

Inspector Recommendations

UNIT: 0 **SUPERSTRUCTURE**

ELEMENT/ENV: 331 / 4 Re Conc Bridge Railing **ELEM CATEGORY: Superstructure**

CONDITION STATE			PRIORITY
2 , 3	MMS Quantity: 1 lf	Element Estimated Quantity: 1 ft	3

WORK ORDER RECOMMENDATION:

Bridge rails; upgrade rail system capable of redirecting traffic.

ELEMENT/ENV: 331:1080 / 4 Delamination/Spall/Patched Area **ELEM CATEGORY: Superstructure**

CONDITION STATE			PRIORITY
2 , 3	MMS Quantity: 1 lf	Element Estimated Quantity: 1 ft	3

WORK ORDER RECOMMENDATION:

Right bridge rail; clean and patch spall in Span 7.

Structure Notes

PRIOR BRIDGE# = 2S

6/24/15 Deck and rails affected by impact only. knvolss-2015-06-29

Piles cleaned during the 11/20/2019 inspection: 3-1, 4-2, and 8-3

INSPECTION NOTES: RARN 11/2/2021

Sufficiency Rating Calculation Accepted by KNIEIAN at 12/15/2021 12:19:56 PM
UW TANK = 11/2/21
Sufficiency Rating Calculation Accepted by KNIEIZS at 1/6/2021 9:39:41 AM
UW NOT REQUIRED ON INTERIM
Sufficiency Rating Calculation Accepted by KNIEIZS at 1/8/2020 7:12:36 PM
UW TANK = 11/20/19
Sufficiency Rating Calculation Accepted by KNIEIZS at 1/3/2019 7:08:10 PM
UW NOT REQUIRED ON SPECIAL-POSTED
Sufficiency Rating Calculation Accepted by KNVOLAH at 11/20/2017 11:03:52 AM
UW TANK = 12/6/17
Sufficiency Rating Calculation Accepted by knvolah-P at 2016-12-02 17:54:05
UW TANK = 11/22/16
Sufficiency Rating Calculation Accepted by knvolss-P at 2015-11-20 11:00:31
UW TANK = 11/18/15
Sufficiency Rating Calculation Accepted by knvolss-P at 2015-06-29 16:43:40
UW NOT NEEDED FOR SPECIAL/ACCIDENT DAMAGE
Sufficiency Rating Calculation Accepted by knvolss-P at 2014-11-24 15:22:55
UW TANK = 12/2/14
Sufficiency Rating Calculation Accepted by knvolss-P at 2013-12-16 16:48:05
UW TANK = 10/30/13
Sufficiency Rating Calculation Accepted by knvolss-P at 2012-11-30 13:02:35
UW TANK = 11/15/12
Sufficiency Rating Calculation Accepted by knvolpt-P at 2011-11-0916:59:31
UW TANK = 11/8/11

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

Sufficiency Rating Calculation Accepted by knvolwc-P at 2010-12-07 18:42:45
UW TANK = 12/14/10
Sufficiency Rating Calculation Accepted by KN338CD-P at 2009-12-31 11:57:52
UW TANK = 12/15/09
Sufficiency Rating Calculation Accepted by mt338mg-P at 2009-06-22 17:08:34
Sufficiency Rating Calculation Accepted by KN338CD-P at 2009-02-02 16:45:44
UW TANK = 1/26/09
Sufficiency Rating Calculation Accepted by KN338CD-P at 2008-02-25 16:37:21
UW TANK = 2/20/08
Sufficiency Rating Calculation Accepted by kn338cd-P at 2007-04-02 12:21:09
UW TANK = 3/28/07
Sufficiency Rating Calculation Accepted by kn338cd-P at 2006-05-04 14:34:18
UW TANK = 5/9/06
UW TANK = 1/26/09
Sufficiency Rating Calculation Accepted by knvolpt-P at 2005-05-31 15:10:1
UW NOT REQUIRED ON INTERIM - NO DEFICIENCIES UNDERWATER
Sufficiency Rating Calculation Accepted by kn338cd-P at 2004-07-09 15:01:43
UW TANK = 7/8/04
Sufficiency Rating Calculation Accepted by kn338mv-P at 2003-08-07 12:46:16
KN338CD-P - UW TANK = 7/23/03
Structure 490002 - Date 2003-07-08

TRAFFIC RESTRICTIONS: The bridge is posted 23 U.S. tons for single unit vehicles, 30 U.S. tons for combination unit vehicles, and 35 U.S. tons for tandem trailer vehicles. Based on our recent (2021) field inspection and the 2006 load capacity analysis, the bridge is operating satisfactorily under the current traffic restrictions.

The load rating currently filed in the Department's Electronic Document Management System, sealed on 5/4/2006 by Clayton L. Hare, Jr., P.E., was reviewed by David M. Stump, Jr., P.E. The documents were found to be complete, with a minimum summary sheet and calculations, and applicable based on observations made in the field and the available information. The load rating information in the FDOT bridge management system matches the summary sheet and calculations on file. The reviewing engineer did not perform a detailed technical review and does not assume any responsibility for the accuracy of the load rating calculations performed by others.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

38 - Re Concrete Slab

Photo 1: Developing Spall in deck underside over Abutment 1

38 - Re Concrete Slab

Photo 2: Typical crack in span

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

38 - Re Concrete Slab

Photo 3: Typical crack in deck underside in Spans 2 through 9

38 - Re Concrete Slab / 331 - Re Conc Bridge Railing

Photo 4: Damaged object markers; Approach guardrails are not provided; Bridge rails not capable of redirecting traffic

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

301 - Pourable Joint Seal

Photo 5: Dirt and debris along joint

301 - Pourable Joint Seal

Photo 6: Typical spall along joint

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

321 - Re Conc Approach Slab (510 - Wearing Surfaces)

Photo 7: Typical area of deterioration and missing asphalt along approach slab

321 - Re Conc Approach Slab (510 - Wearing Surfaces)

Photo 8: Crack in Approach Slab 1 asphalt overlay

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

8475 - R/Conc Walls

Photo 9: Spall in near right approach curb

227 - Re Conc Pile

Photo 10: Spall in Pile 4-1

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

227 - Re Conc Pile

Photo 11: Typical sealed cracks in pile

8396 - Other Abutment Slope Protection

Photo 12: Typical large bush growing from slope

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

331 - Re Conc Bridge Railing

Photo 13: Spall in right bridge rail in Span 7

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

Looking on With Station

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

Near Posting Sign

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

Far Posting Sign

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Inspection

Structure ID: 490002

DISTRICT: D3 - Chipley **INSPECTION DATE: 11/2/2021 RARN**

D: LOAD CAPACITY INFORMATION

1 BRIDGE DATA:

2 POSTING DATA:

3 ANALYSIS DATA:

A Method of Analysis
X Load Factor
Working Stress

B Analysis Source
X BARS
SALOD
BRUFEM
Load Test
Other

C Analysis Based On
Design Drawings
As-Built Record Plans
Shop Drawings
X Field Measurements
Catalogs
Sample Testing
X Other: DBI LOAD RATING INFORMATION

D Data Source
X District Office
Central Office
Microfilm
Bridge Owner
Materials Test Lab
Other

E Controlling Member Analyzed
Material
Steel
X Concrete
X Cast In Place
Precast
Prestressed
Post Tensioned
Timber
Other

Deck
X Slab
Stringer
Floor Beam
Girder
Culvert
Truss

Substructure
Bent Construction
Piling
Cap
Pier Construction
Piling
Footing
Column
Cap

Span
X Simple
Continuous
Frame

Slab
X Non Composite
Composite

Stage
Initial
Multiple Welded
Multiple Riveted
Slab Stage
AASHTO Girders
X Other: Rectangular

F Load Rating Summary Table

LOAD RATING SUMMARY FOR OPERATING RATING (GROSS TONS)

VEHICLE TYPE	METRIC RATING	U.S. RATING	RATING FACTOR	SPAN NO.	SPAN LENGTH	STATE MEMBER	MOD. V	SLIDE
[illegible]	—	[illegible]	[illegible]	1	[illegible]	[illegible]	M	[illegible]
[illegible]	—	[illegible]	[illegible]	1	[illegible]	[illegible]	M	[illegible]
[illegible]	—	[illegible]	[illegible]	1	[illegible]	[illegible]	M	[illegible]
[illegible]	—	[illegible]	[illegible]	1	[illegible]	[illegible]	M	[illegible]
[illegible]	—	[illegible]	[illegible]	1	[illegible]	[illegible]	M	[illegible]
[illegible]	—	[illegible]	[illegible]	1	[illegible]	[illegible]	M	[illegible]
[illegible]	—	[illegible]	[illegible]	1	[illegible]	[illegible]	M	[illegible]
[illegible]	—	[illegible]	[illegible]	1	[illegible]	[illegible]	M	[illegible]
[illegible] Inventory Rating	—	[illegible]	[illegible]					

M = Metric Ton = 1,000 kg T = U.S. Ton = 2,000 pounds Mass

G Comments

H Certification
Performed By
Checked By
Reviewed By
Responsible Engineer
Address

Date
Date
Date
Signature

Load Rating Summary

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
CIDR

REPORT ID: INSP005
Structure ID: 490002
DATE PRINTED: 12/15/2021

Description

Structure Unit Identification

Bridge/Unit Key: 490002 0
Structure Name:
Description: MAIN SPAN 1
Type: M - Main

Roadway Identification

NBI Structure No (8): 490002
Position/Prefix (5): 1 - Route On Structure
Kind Hwy (Rte Prefix): 4 County Hwy
Design Level of Service: 1 Mainline
Route Number/Suffix: 00000 / 0 N/A (NBI)
Feature Intersect (6): Postun Bayou
Critical Facility: Not Defense-crit
Facility Carried (7): Timber Island Road
Mile Point (11): 0.499
Latitude (16): 029d50'36.7" Long (17): 084d40'16.9"

Roadway Traffic and Accidents

Lanes (28): 2 Medians: 0 Speed: 35 mph
ADT Class: 2 ADT Class 2
Recent ADT (29): 133 Year (30): 2020
Future ADT (114): 146 Year (115): 2040
Truck % ADT (109): 3
Detour Length (19): 99.0 mi
Detour Speed: 35 mph
Accident Count: -1 Rate:

Roadway Classification

Nat. Hwy Sys (104): 0 Not on NHS
National base Net (12): 0 - Not on Base Network
LRS Inventory Rte (13a): 49 502 000 Sub Rte (13b): 00
Functional Class (26): 09 Rural Local
Federal Aid System: OFF
Defense Hwy (100): 0 Not a STRAHNET hwy
Direction of Traffic (102): 2 2-way traffic
Emergency: ☐

Roadway Clearances

Vertical (10): 99.99 ft Appr. Road (32): 20 ft
Horiz. (47): 24 ft Roadway (51): 24 ft
Truck Network (110): 0 Not part of natl netwo
Toll Facility (20): 3 On free road
Fed. Lands Hwy (105): 0 N/A (NBI)
School Bus Route: ☐
Transit Route: ☐

NBI Project Data

Proposed Work (075A): Not Applicable (P)
Work To Be Done By (075B): Not Applicable (P)
Improvement Length (076): 0 ft

Improvement Cost (094): $ 0.00
Roadway Improvement Cost (095): $ 0.00
Total Cost (096): $ 0.00
Year of Estimate (097):

NBI Rating

Channel (61): 8 Protected
Deck (58): 6 Satisfactory
Superstructure (59): 6 Satisfactory
Substructure (60): 6 Satisfactory

Culvert (62): N N/A (NBI)
Waterway (71): 9 Above Desirable
Unrepaired Spalls: -1 sq.ft.
Review Required: ☒

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
CIDR

REPORT ID: INSP005
Structure ID: 490002
DATE PRINTED: 12/15/2021

Structure Identification

Admin Area: Not located in area
District (2): D3 - Chipley
County (3): (49)Franklin
Place Code (4): No city involved
Location (9): 0.5 Mi East of US98/SR30
Border Br St/Reg (98): Not Applicable (P) Share: 0 %
Border Struct No (99):
FIPS State/Region (1): 12 Florida Region 4-Atlanta
NBIS Bridge Len (112): Y - Meets NBI Length

Parallel Structure (101): No || bridge exists
Temp. Structure (103): Not Applicable (P)
Maint. Resp. (21): 2 County Hwy Agency
Owner (22): 2 County Hwy Agency
Historic Signif. (37): 5 Not eligible for NRHP

Geometrics

Spans in Main Unit (45): 9
Approach Spans (46): 0
Length of Max Span (48): 30 ft
Structure Length (49): 270 ft
Total Length: 310 ft
Deck Area: 8181 sqft
Structure Flared (35): 0 No flare

Age and Service

Year Built (27): 1962
Year Reconstructed (106): 0
Type of Service On (42a): 1 Highway
Under (42b): 5 Waterway
Fracture Critical Details: Not Applicable

Structure Type and Material

Curb/Sidewalk (50): Left: 2 ft Right: 2 ft
Bridge Median (33): 0 No median
Main Span Material (43A): 1 Reinforced Concrete
Appr Span Material (44A): Not Applicable (P)
Main Span Design (43B): 01 Slab
Appr Span Design (44B): Not Applicable (P)

Deck Type and Material

Deck Width (52): 30.3 ft
Skew (34): 0 deg
Deck Type (107): 1 Concrete-Cast-in-Place
Surface (108): 0 None
Membrane: 0 None
Deck Protection: None

Appraisal

Structure Appraisal

Open/Posted/Closed (41): P Posted for load
Deck Geometry (68): 5 Above Tolerable
Underclearances (69): N Not applicable (NBI)
Approach Alignment (72): 8-No Speed Red thru Curv
Bridge Railings (36a): 0 Substandard
Transitions (36b): 0 Substandard

Approach Guardrail (36c): 0 Substandard
Approach Guardrail Ends (36d): 0 Substandard
Scour Critical (113): 8 Stable Above Footing

Navigation Data

Navigation Control (38): Permit Not Required
Nav Vertical Clr (39): 0 ft
Nav Horizontal Clr (40): 0 ft
Min Vert Lift Clr (116): 0 ft
Pier Protection (111): Not Applicable (P)

NBI Condition Rating

Sufficiency Rating: 64.9
Health Index: 75.75
Structural Eval (67): 5 Above Min Tolerable
Deficiency: Not Deficient

Minimum Vertical Clearance

Over Structure (53): 99.99 ft
Under (reference) (54a): N Feature not hwy or RR
Under (54b): 0 ft

Minimum Lateral Underclearance

Reference (55a): N Feature not hwy or RR
Right Side (55b): 0 ft
Left Side (56): 0 ft

Schedule

Current Inspection

Inspection Date: 11/02/2021
Inspector: KNIEIDS - David M. Stump, Jr.
Bridge Group: CA058
Alt. Bridge Group:
Primary Type: Regular NBI
Review Required: [X]

Next Inspection Date Scheduled

NBI: 11/15/2023
Element: 11/15/2022
Fracture Critical:
Underwater: 11/15/2023
Other/Special: 11/15/2022
Inventory Photo Update Due: 11/15/2022

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
CIDR

REPORT ID: INSP005
Structure ID: 490002
DATE PRINTED: 12/15/2021

Schedule Cont.

Inspection Types Performed NBI [X] Element [X] Fracture Critical [ ] Underwater [X] Other Special [X]

Inspection Intervals	Required (92)	Frequency (92)		Last Date (93)		Inspection Resources	
Fracture Critical	[ ]	mos				Crew Hours:	24
Underwater	[X]	24 mos		11/02/2021		Flagger Hours:	0
Other Special	[X]	12 mos		11/02/2021		Helper Hours:	0
NBI		24 mos	(91)	11/02/2021	(90)	Snooper Hours:	0
						Special Crew Hours:	6
						Special Equip Hours:	0

Bridge Related

General Bridge Information

Parallel Bridge Seq:
Channel Depth: 7.4 ft
Radio Frequency: -1
Phone Number:
Exception Date:
Exception Type: Unknown
Accepted By Maint: 01/01/1962
Warranty Expiration: 00/00/0000
Performance Rating: Good

Bridge Rail 1: Concrete post & beam
Bridge Rail 2: Not applicable-No rail
Electrical Devices: No electric service
Culvert Type: Not applicable
Maintenance Yard: Not FDOT Maintained
FIHS ON / OFF: No Routes on FIHS
Previous Structure:
2nd Previous Structure:
Replacement Structure:

Permitted Utilities: Power [ ] Water [ ] Gas [ ] Fiber Optic [ ] Sewage [ ] Other [ ]

Bridge Load Rating Information

Inventory Type (065): 1 LF Load Factor
Operating Type (063): 1 LF Load Factor
Original Design Load (031): 5 MS 18 (HS 20)
Date: 05/04/2006
Initials: CLH
Load Rating Rev. Recom.:
Load Rating Plans Status: Field Measurements

Inventory Rating (066): 19.0 tons
Operating Rating (064): 32.0 tons
FL120 Permit Rating: -1.0 tons
HS20/FL120 Max Span Rating: 32.0 tons
Dynamic Impact in Percent: 30 %
Governing Span Length: 29.9 ft
Minimum Span Length:
Distribution Method: AASHTO formula

Load Rating Notes:

LEGAL LOADS

SU2: 22.0 tons
SU3: 23.0 tons
SU4: 23.0 tons
C3: 33.0 tons
C4: 30.0 tons
C5: 32.0 tons
ST5: 35.0 tons
Posting (070): 1 30.0-39.9%below
Open/Posted/Closed (041): P Posted for load

POSTING

Recom. SU Posting: 23 tons
Recom. C Posting: 30 tons
Recom. ST5 Posting: 35 tons
Actual SU Posting: 23 tons
Actual C Posting: 30 tons
Actual ST5 Posting: 35 tons
Actual Blanket Posting: 99 tons
Emergency Vehicle: 1 EV inapplicable

FLOOR BEAM (FB) FB Present: No

FB Span Length, Gov: 0.0 ft
FB Spacing, Gov: 0.0 ft
FB OPR Rating: 0.0 tons
FB SU4 OPR Rating: 0.0 tons
FB FL120 Rating: 0.0 tons

SEGMENTAL (SEG)

SEG Wing-Span: -1.0 ft
SEG Web-to-Web Span: -1.0 ft
SEG Transverse HL93 Operating: -1.00 RF

Bridge Scour and Storm Information

Pile Driving Record: All pile driving records
Foundation Type: Foundation details
Mode of Flow: Tidal
Rating Scour Eval: Low Risk - Low
Highest Scour Eval: Phase I completed
Scour Evaluation Method: Standard Scour Eval

Scour Recommended I: Stop scour evaluations
Scour Recommended II: Stop scour evaluations
Scour Recommended III: Stop scour evaluations
Scour Elevation: 999 ft
Action Elevation: 999 ft
Storm Frequency: 999

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
CIDR

REPORT ID: INSP005
Structure ID: 490002
DATE PRINTED: 12/15/2021

Elements

Inspection Date: 11/02/2021 **RARN**

DECKS : Decks/Slabs

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	38 / 4	Re Concrete Slab	4835	59.1	3225	39.42	121	1.48	0	.	8181 sq.ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	23	95.83	1	4.17	0	.	24 sq.ft
0	1130 / 4	Cracking (RC and Other)	0	.	1150	90.55	120	9.45	0	.	1270 sq.ft
0	1190 / 4	Abrasion(PSC/RC)	0	.	2052	100	0	.	0	.	2052 sq.ft

DECKS : Joints

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	301 / 4	Pourable Joint Seal	260	85.81	36	11.88	7	2.31	0	.	303 ft
0	2350 / 4	Debris Impaction	0	.	36	100	0	.	0	.	36 ft
0	2360 / 4	Adjacent Deck or Header	0	.	0	.	7	100	0	.	7 ft

MISCELLANEOUS : Channel

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8290 / 4	Channel	1	100	0	.	0	.	0	.	1 (EA)

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	321 / 4	Re Conc Approach Slab	1206	99.42	7	0.58	0	.	0	.	1213 sq.ft
0	1130 / 4	Cracking (RC and Other)	0	.	7	100	0	.	0	.	7 sq.ft
0	510 / 4	Wearing Surfaces	10	1.04	866	90.21	84	8.75	0	.	960 sq.ft
0	3220 / 4	Crack (Wearing Surface)	0	.	0	.	12	100	0	.	12 sq.ft
0	3230 / 4	Effectiveness (Wearing Surface)	0	.	866	92.32	72	7.68	0	.	938 sq.ft

MISCELLANEOUS : Other Elements

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8475 / 4	R/Conc Walls	0	.	19	95	1	5	0	.	20 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	2	66.67	1	33.33	0	.	3 ft
0	1190 / 4	Abrasion(PSC/RC)	0	.	17	100	0	.	0	.	17 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	215 / 4	Re Conc Abutment	46	85.19	8	14.81	0	.	0	.	54 ft
0	1190 / 4	Abrasion(PSC/RC)	0	.	8	100	0	.	0	.	8 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	227 / 4	Re Conc Pile	2	6.25	25	78.13	5	15.63	0	.	32 (EA)
0	1080 / 4	Delamination/Spall/Patched Area	0	.	7	87.5	1	12.5	0	.	8 (EA)
0	1130 / 4	Cracking (RC and Other)	0	.	14	77.78	4	22.22	0	.	18 (EA)
0	1190 / 4	Abrasion(PSC/RC)	0	.	4	100	0	.	0	.	4 (EA)

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
CIDR

REPORT ID: INSP005
Structure ID: 490002
DATE PRINTED: 12/15/2021

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	234 / 4	Re Conc Pier Cap	190	87.96	18	8.33	8	3.7	0	.	216 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	1	100	0	.	0	.	1 ft
0	1090 / 4	Exposed Rebar	0	.	1	100	0	.	0	.	1 ft
0	1120 / 4	Efflorescence/Rust Staining	0	.	0	.	8	100	0	.	8 ft
0	1190 / 4	Abrasion(PSC/RC)	0	.	16	100	0	.	0	.	16 ft

SUBSTRUCTURE : Substructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	8396 / 4	Other Abutment Slope Protection	163	7.77	1936	92.23	0	.	0	.	2099 (SF)
0	1220 / 4	Deterioration (Other)	0	.	1926	100	0	.	0	.	1926 (SF)
0	6000 / 4	Scour	0	.	10	100	0	.	0	.	10 (SF)

SUPERSTRUCTURE : Superstructure

Str Unit	Elem/Env	Description	Qty1	%1	Qty2	%2	Qty3	%3	Qty4	%4	T Qty
0	331 / 4	Re Conc Bridge Railing	0	.	539	99.81	1	0.19	0	.	540 ft
0	1080 / 4	Delamination/Spall/Patched Area	0	.	2	66.67	1	33.33	0	.	3 ft
0	1130 / 4	Cracking (RC and Other)	0	.	20	100	0	.	0	.	20 ft
0	1190 / 4	Abrasion(PSC/RC)	0	.	517	100	0	.	0	.	517 ft

Total Number of Elements*: 10
*excluding defects/protective systems

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM

REPORT ID: INSP005 | **Inspection/CIDR/Bridge Profile Report**

Structure ID: 490002 | **CIDR** | **DATE PRINTED: 12/15/2021**

Inspection Information

Inspection Date: 11/02/2021 **Type:** Regular NBI

Inspector: KNIEIDS - David M. Stump, Jr.

Inspection Notes:

Sufficiency Rating Calculation Accepted by KNIEIAN at 12/15/2021 12:19:56 PM
UW TANK = 11/2/21
Sufficiency Rating Calculation Accepted by KNIEIZS at 1/6/2021 9:39:41 AM
UW NOT REQUIRED ON INTERIM
Sufficiency Rating Calculation Accepted by KNIEIZS at 1/8/2020 7:12:36 PM
UW TANK = 11/20/19
Sufficiency Rating Calculation Accepted by KNIEIZS at 1/3/2019 7:08:10 PM
UW NOT REQUIRED ON SPECIAL-POSTED
Sufficiency Rating Calculation Accepted by KNVOLAH at 11/20/2017 11:03:52 AM
UW TANK = 12/6/17
Sufficiency Rating Calculation Accepted by knvolah-P at 2016-12-02 17:54:05
UW TANK = 11/22/16
Sufficiency Rating Calculation Accepted by knvolss-P at 2015-11-20 11:00:31
UW TANK = 11/18/15
Sufficiency Rating Calculation Accepted by knvolss-P at 2015-06-29 16:43:40
UW NOT NEEDED FOR SPECIAL/ACCIDENT DAMAGE
Sufficiency Rating Calculation Accepted by knvolss-P at 2014-11-24 15:22:55
UW TANK = 12/2/14
Sufficiency Rating Calculation Accepted by knvolss-P at 2013-12-16 16:48:05
UW TANK = 10/30/13
Sufficiency Rating Calculation Accepted by knvolss-P at 2012-11-30 13:02:35
UW TANK = 11/15/12
Sufficiency Rating Calculation Accepted by knvolpt-P at 2011-11-0916:59:31
UW TANK = 11/8/11
Sufficiency Rating Calculation Accepted by knvolwc-P at 2010-12-07 18:42:45
UW TANK = 12/14/10
Sufficiency Rating Calculation Accepted by KN338CD-P at 2009-12-31 11:57:52
UW TANK = 12/15/09
Sufficiency Rating Calculation Accepted by mt338mg-P at 2009-06-22 17:08:34
Sufficiency Rating Calculation Accepted by KN338CD-P at 2009-02-02 16:45:44
UW TANK = 1/26/09
Sufficiency Rating Calculation Accepted by KN338CD-P at 2008-02-25 16:37:21
UW TANK = 2/20/08
Sufficiency Rating Calculation Accepted by kn338cd-P at 2007-04-02 12:21:09
UW TANK = 3/28/07
Sufficiency Rating Calculation Accepted by kn338cd-P at 2006-05-04 14:34:18
UW TANK = 5/9/06
UW TANK = 1/26/09
Sufficiency Rating Calculation Accepted by knvolpt-P at 2005-05-31 15:10:1
UW NOT REQUIRED ON INTERIM - NO DEFICIENCIES UNDERWATER
Sufficiency Rating Calculation Accepted by kn338cd-P at 2004-07-09 15:01:43
UW TANK = 7/8/04
Sufficiency Rating Calculation Accepted by kn338mv-P at 2003-08-07 12:46:16
KN338CD-P - UW TANK = 7/23/03
Structure 490002 - Date 2003-07-08

TRAFFIC RESTRICTIONS: The bridge is posted 23 U.S. tons for single unit vehicles, 30 U.S. tons for combination unit vehicles, and 35 U.S. tons for tandem trailer vehicles. Based on our recent (2021) field inspection and the 2006 load capacity analysis, the bridge is operating satisfactorily under the current traffic restrictions.

The load rating currently filed in the Department's Electronic Document Management System, sealed on 5/4/2006 by Clayton L. Hare, Jr., P.E., was reviewed by David M. Stump, Jr., P.E. The documents were found to be complete, with a minimum summary sheet and calculations, and applicable based on observations made in the field and the available information. The load rating information in the FDOT bridge management system matches the summary sheet and calculations on file. The reviewing engineer did not perform a detailed technical review and does not assume any responsibility for the accuracy of the load rating calculations performed by others.

Structure Notes

PRIOR BRIDGE# = 2S

6/24/15 Deck and rails affected by impact only. knvolss-2015-06-29

Piles cleaned during the 11/20/2019 inspection: 3-1, 4-2, and 8-3

Schedule Notes

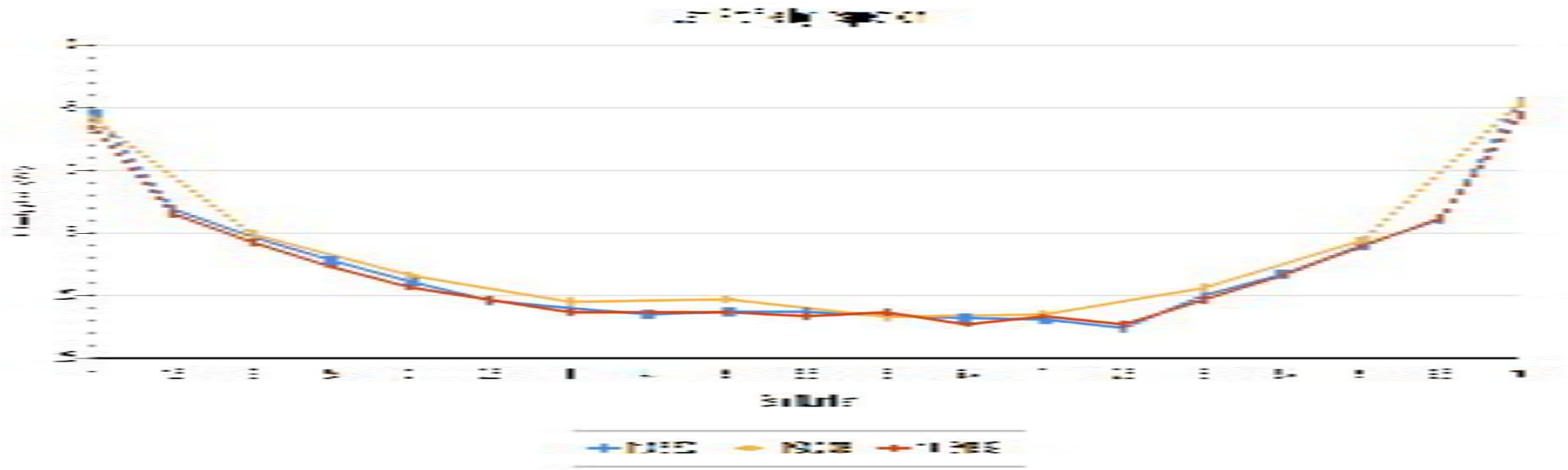
This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

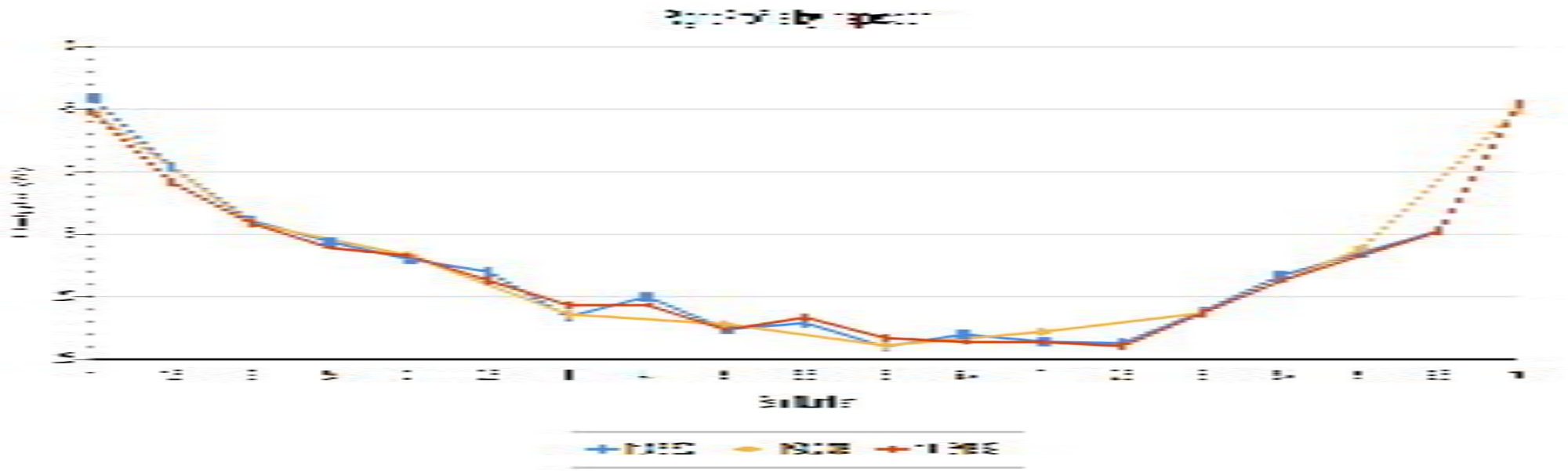
FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM

Inspection/CIDR/Bridge Profile Report

Bridge Profile

DATE PRINTED: 12/15/2021 12:22:23 PM





This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

REPORT ID : INSP005
Structure ID : 490002

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Bridge Profile

DATE PRINTED: 12/15/2021 12:22:23 PM

Profile Data - Numerical Summary

Inspection Date and Key: 11/2/2021 RARN

(All Heights are in Feet)

Bent #	Left Height	Right Height
1	5.50	4.10
1.5	13.10	9.60
2	15.30	13.90
2.5	17.20	15.60
3	18.90	17.00
3.5	20.40	18.00
4	21.00	21.60
4.5	21.50	20.00
5	21.30	22.60
5.5	21.30	22.10
6	21.60	24.00
6.5	21.80	23.00
7	21.90	23.60
7.5	22.60	23.70
8	20.00	21.20
8.5	18.30	18.30
9	16.00	16.50
9.5	13.90	14.70
10	4.50	4.60

Air Temp:

Profile Notes:

Waterway Measurements: Top of rail to waterline at Bent 6 = 16.6 ft left and right.
Groundline Measurements from top of rail.

Inspection Date and Key: 11/20/2019 GOSZ

1	5.90	5.20

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

REPORT ID : INSP005
Structure ID : 490002

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Bridge Profile

DATE PRINTED: 12/15/2021 12:22:23 PM

Profile Data - Numerical Summary

(All Heights are in Feet)

Bent #	Left Height	Right Height
2	15.10	14.10
3	18.40	16.70
4	20.50	21.40
5	20.30	22.20
6	21.70	23.90
7	21.50	22.80
8	19.40	21.30
9	15.60	16.20
10	4.60	5.00

Air Temp: 73
Profile Notes:

Waterway Measurements: Top of rail to waterline at Bent 6 = 18.5 ft left and right.
Groundline Measurements from top of rail.

Inspection Date and Key: 10/13/1999 GYGK

1	6.56	5.25
1.5	13.45	10.83
2	15.75	14.11
2.5	17.72	16.08
3	19.36	16.73
3.5	20.34	18.70
4	21.33	20.67
4.5	21.33	20.67
5	21.33	22.64
5.5	21.65	21.65
6	21.33	23.29
6.5	22.31	23.62

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

REPORT ID : INSP005
Structure ID : 490002

FLORIDA DEPARTMENT OF TRANSPORTATION BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report
Bridge Profile

DATE PRINTED: 12/15/2021 12:22:23 PM

Profile Data - Numerical Summary

(All Heights are in Feet)

Bent #	Left Height	Right Height
7	21.65	23.62
7.5	22.31	23.95
8	20.34	21.33
8.5	18.37	18.70
9	16.08	16.73
9.5	13.78	14.76
10	5.58	4.59

Air Temp:

Profile Notes:

Waterway Measurements: Top of rail to waterline at Bent 4; 5.2 m left and right.
Groundline Measurements from top of rail.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

King's Plumbing, Inc.

8 Timberwood Ct. – Apalachicola, FL 32320
Office 850.653.9095 – Mobile 850.899.5490
kings_plumbing@yahoo.com

May 13, 2022 – revised June 20, 2022

Franklin County Land Fill

4 - Hydro pump 3 h.p.	31,800.00
2 - duplex pump control boxes	3,032.50
12 - cable weights	301.44
2 - 4in. mec gate valve	1,960.27
1 - 4in. mec sleeve	248.16
Labor	6,000.00
Total	43,342.37

Price does not include freight or taxes.

Rhonda M. Skipper, CFA

Franklin County Property Appraiser

Apalachicola Office
33 Market Street, Suite 101
Apalachicola, Florida 32320
(850) 653-9236
(850) 697-2112 Ext. 176 or 191
Fax (850) 653-1861

Carrabelle Office
912 NW Ave. A
Carrabelle, Florida 32322
(850) 697-3263
Fax (850) 697-2457

GOOD FAITH ESTIMATE

Franklin County Board of Commission

Please accept this as our June 1st, 2022, **Good Faith Estimate**. Please remember this is only an estimate. Our office is working diligently to provide you the Preliminary Values on July 1st. Listed below are our Final Values from last year and this year's **Good Faith Estimate.**

Last year Final – 2,340,591,115

Good Faith Estimate- 2,467,832,997

Thank You,

Rhonda M. Skipper, CFA
Franklin County Property Appraiser

21/22 TAXABLE VALUE: 2,334,118,830 5.7% INCREASE IN TAXABLE VALUE

rskipper@franklincountypa.net

FRANKLIN COUNTY BOCC AND LANGTON ASSOCIATES, INC.
RESTORE ACT GRANT CONSULTANT SERVICES

Task Order

Technical Assistance Services for the completion of a Franklin County RESTORE Act Direct Component Program Multi-Year Implementation Plan Amendment

Background

Langton Associates, Inc. (CONTRACTOR) was selected as the awarded bidder to provide RESTORE Act Grant Consultant Services to the Franklin County Board of County Commissioners.

On April 16, 2019, the Franklin County Board of County Commissioners entered into a RESTORE Act Grant Consultant Services Agreement with Langton Associates, Inc. to provide grant writing and grant administration services per the specifications and proposal guidelines in Section I and Exhibit "A" of the Agreement.

On March 1, 2022, the Franklin County Board of County Commissioners approved Addendum #1 to the RESTORE Act Grant Consultant Services Agreement with Langton Associates, Inc. to amend item XI. Payment Terms and Exhibit "A" to reflect a time and materials fee structure for compensation. The time and materials fee structure, in accordance with 2 C.F.R. Part 200.318(j)(1)(i)and(ii), will establish a ceiling price for each pre-negotiated Task Order, and will require the Consultant to submit actual hours toward direct services each billing cycle.

Scope of Work and Fee Schedule

The CONTRACTOR shall provide guidance and support to Franklin County staff and advise Administrative officials and the County Commission in a project scope approach based upon eligible, direct services required to provide technical assistance on the development and submission of the County's first Multi-Year Implementation Amendment to include new Direct Component projects, including but not limited to County-wide Dune Restoration – Phase 2: Construction, SGI Stormwater Improvements – Phase 2: Construction, and the County Landfill project – Phase 1: Planning and Design and Phase 2: Construction, in accordance with Treasury RESTORE Act regulations and requirements, and the RESTORE Act Grant Consultant Agreement between Franklin County and Langton Associates, Inc.

Langton Rate Cards (based on comparable *GSA* hourly rates for similar positions necessary to carry out the required direct services activities. All hourly rates are inclusive of labor, fringe benefits and profit)

Michael Langton, Project Supervisor (PS)	$205.00 per hour
Heather Pullen, Project Manager (PM)	$195.00 per hour
Administrative Support (AS)	$95.00 per hour

Ceiling Price (Not-to-exceed based on estimated time to complete direct services*)

Task	Position	Estimated hours	Estimated Cost
Project Planning (Milestones, Need, Purpose, Geographic Location, Eligible Activity, etc.)	PM	15	$2,925.00
Develop RESTORE Act Direct Component Multi-Year Plan Matrix	PM	5	$975.00
Develop RESTORE Act Direct Component Multi-Year Plan Narrative Document	PM	10	$1,950.00
Gather geographic maps for inclusion in final MYP package	PM	5	$975.00
Develop advertisement for 45-day comment period	PM	3	$585.00
Communication with Treasury on review/approval process	PM	5	$975.00
Edit MYP Package based on public comments, project changes or Treasury edits	PM	5	$975.00
General Technical Assistance to County staff on MYP Development Process	PM	20	$3,900.00

**Actual hours billed each invoice period will be reflected on Labor Detail Reports provided by Langton Associates, Inc. and included in final invoicing submitted to County staff for approval.*

Compensation Requirements

Compensation for this Task Order will be paid for out of Franklin County general budget funds, as this task is not billable under the RESTORE Act Direct Component Program. Invoices will be submitted on a monthly basis around the 1st of each month and will include Labor Detail Reports which clearly document the number of actual hours and rate card of the Consultant who delivered the direct services task. The County will have to approve the invoice and Labor Detail Report prior to funds being disbursed.

FRANKLIN COUNTY

BY: _____
Ricky D. Jones, Chairman

LANGTON ASSOCIATES, INC.

BY: _____
Michael Langton, President

DATE: _____

ATTEST: _____

PRINTED NAME: _____

DATE: _____

ATTEST: _____

PRINTED NAME: _____

MEETING DATE: June 21, 2022

NAME/DEPARTMENT/AGENCY: Erin Griffith, Fiscal Manager/Grants Coordinator

TOTAL ATTACHMENTS: See Attached

==========

1. BOARD ACTION: DEO HURRICANE MICHAEL ASSISTANCE GRANT EXTENSION

In July of 2019, Franklin County received a Hurricane Michael Recovery Assistance Grant in the amount of $750,000 from the Department of Economic Opportunity. This grant was intended to assist Franklin County with the local match requirement for FEMA restoration efforts. Once Hurricane Michael was officially classified as a Category 5 Hurricane at landfall, grant match requirements were eventually waived. The Grant agreement had already been extended once before and was set to expire this upcoming June 30th. In March, Franklin County requested an extension and scope change to fund alternate projects also affected by Hurricane Michael: specifically the purchase of the Old Alligator Point Fire Station and replacement of hurricane damaged ballfield lights. The time extension amendment has been approved by DEO, whereas the scope change is still pending review.

Board action to approve and authorize the chairman to sign the attached Amendment for the Hurricane Michael Assistance Grant.

2. BOARD ACTION: CHANGE ORDER AND SUPPLEMENTAL GRANT AGREEMENT SCOP CR30A PROJECT

The SCOP CR30A resurfacing project will begin at Thirteen Mile and run east 3.466 miles towards Highway 98. After awarding the construction contract to Roberts and Roberts, the engineers realized there was no allowance in the budget to for the temporary pavement striping during construction. As this is a necessary safety element, FDOT has prepared a supplemental agreement with an additional $5,400 being funded for the project to complete the striping.

Board action to approve and authorize the Chairman to sign the attached resolution of authorization and supplemental grant agreement for the additional $5,400 in construction costs.

Board action to approve and authorize the Chairman to sign the Change Order Proposal #1 with Roberts and Roberts, Inc. for the temporary pavement striping.

3. BOARD ACTION: RESILIENT FLORIDA VULNERABILITY ASSESSMENT GRANT APPLICATION

Franklin County received a funding notification for the Resilient Florida Grant Program. This program is available to counties, municipalities, water management districts, flood control districts and regional resilience entities. The purpose of the grant is to effectively address the impacts of flooding and sea level rise on critical government infrastructure and vulnerable residents. There will be grant monies available for vulnerability assessments, design and construction. However, Franklin County does not have a current vulnerability assessment which is required for any design and construction grant funding through the program.

Board action to authorize the submission of a grant application for the Resilient Florida Program for funding assistance to complete a vulnerability assessment for the county.

4. BOARD ACTION: FERROVIAL SERVICES BRIDGE CLEANUP CONTRACT

Since 2011, Franklin County has acted as a sub-contractor for Transfield Services, later VMS, and now Ferrovial Services to provide litter control for the three state bridges in Franklin County. The original contract expired years ago and Franklin County and Ferrovial have both continued to honor the agreement whereas the county provided the litter control services and Ferrovial reimbursed the county at a rate of $844.66 per month for the service. This amount was based on the state's contract amount for the bridges. The county wanted a more frequent schedule than what was being funded/contracted by the FDOT. The $844.66 per month helps to offset the cost of the litter control services provided to the county by the Sheriff's Department.

Board action to submit the attached contract to County Attorney Michael Shuler for his review and recommendation.

5. BOARD ACTION: MYIP AMENDMENT TASK ORDER RESTORE PROJECTS

Both RESTORE Projects (SGI Storm Water Improvements and County-Wide Dune Restoration) are now far enough along to develop the grant applications for construction. The initial multi-year implementation plan as approved by the US Treasury only included the preliminary design work for the projects. The county will have to go through the formal MYIP amendment process with the US Treasury to include construction funds. The amendment process is estimated to take about two months and can be completed alongside the construction grant applications. Langton Associates has submitted a task order at the contracted hourly rate not to exceed $11,460 to provide the necessary technical assistance services for the completion of the multi-year implementation plan amendment to include construction.

Board action to approve and authorize the chairman to sign the attached Task Order with Langton Associates, Inc.

6. BOARD ACTION: DUNE WALKOVER 3RD STREET TASK ORDER MRD & ASSOCIATES

On Wednesday, April 13th, the Tourist Development Council recommended funding the design and construction of a dune walkover at the last unimproved public access point in the commercial district of St. George Island (3rd Street West). The Board gave formal approval at the following commission meeting on April 19th. Dune Walkovers are an important erosion control measure as they protect sensitive beach and dune areas from foot traffic. Erosion control measures related to the physical preservation of the beach or shoreline to which there is public access is an allowable use of tourist development sales tax proceeds per FS 125.0104. County staff contacted coastal consultant MRD and Associates to assist in design, permitting, and development of construction documents and bid specifications for the new dune walkover.

Board action to approve and authorize the chairman to sign the attached $6,250 agreement for the design, permitting and construction documents for the 3rd Street West Dune Walkover.

7. BOARD ACTION: LANDFILL EMERGENCY REPAIR LECHATE AND STORM WATER PUMPS

As part of the landfill permit renewal with FDEP which was completed in May, the landfill inspection report noted that two storm water pumps were inoperable. Since that inspection a third pump has now failed at the Leachate. Landfill Director Fonda Davis contacted King's Plumbing and King's has submitted a repair estimate to replace all (4) pumps at the landfill for $43,342.37.

Board action to authorize waiving the bid policy to proceed with the emergency repairs of the storm water and leachate pumps at the landfill.

8. BOARD ACTION: ROAD DEPARTMENT LOW-BOY TRAILER PURCHASE

As part of this year's budget, the Road Department was granted approval to purchase a new low-boy trailer to haul heavy equipment. The Road Department has searched far and wide for this equipment and unfortunately with all of the supply chain delays affecting metal and automotive supplies, even with skyrocketing prices, most dealers have been unable to provide manufacturing dates for trailers. The Road Department has successfully located a low-boy trailer at Kaufman Trailers of SC and the dealer has agreed to beat a quote awarded by Collier County based on the Florida Sheriff's Association contract pricing. The Kaufman quote and the 20/21 Collier County quote are attached for reference.

Board action to approve and authorize the purchase of a low-boy trailer for the Road Department with price matching the Collier County quotation from the Florida Sheriff's Association Bid List.

9. BOARD ACTION: COUNTY ROAD PAVING PROJECT DEWBERRY TASK ORDER – 2nd STREET & HWY 98 EASTPOINT

Commissioner Jones had inquired about resurfacing the intersection of 2nd Street and US 98 in Eastpoint. As this intersection is extremely deteriorated and congested with driveways, utilities and business traffic with the corner gas station, county staff met with Dewberry Engineers to develop a task order for plans, bid specifications, and construction inspection services.

Board action to approve and authorize the attached $19,875 task order to Dewberry Engineers to be paid from District 1's paving funds for the 2nd Street and US 98 Intersection Repair.

10. BOARD INFORMATION: PROPERTY APPRAISER'S PRELIMINARY ESTIMATE OF TAXABLE VALUE AND BUDGET WORKSHOP SCHEDULE

The Franklin County Property Appraiser has provided the Board with a good faith estimate of taxable value for use in the 2022/2023 budget cycle. In the attached, the estimated taxable value of property in Franklin County for 2022 is $2,467,832,997 which is an increase of 5.73% in value over the previous year. This increase is fueled by sales data and new construction. Although this is the 9th consecutive year of appreciating property values, this valuation is still far below the market high valuation of 4.112 billion in 2006/2007. The revenue estimates for state

shared revenues and sales tax proceeds will not be released by the Florida Office of Economic Development and Research until sometime in July and another update will be provided at that time. The budget workshops will be held on Thursday, July 21st and Friday, July 22nd. The workshop schedule is attached to this report.

11. BOARD INFORMATION: GENERAL PROJECT UPDATES

Kaufman Trailers of SC, Inc.

Quote

702 North Silver Street
Lexington, NC 27292
Ph: (336) 790-6800
Fx: (336) 859-5963

Quote Order #: 687384
Quote Order Date: 6/7/2022
Salesperson: Tommy Willard
Customer ID: 357556
Ship Via: ck Delivery on Hold
Terms: Cashiers Check

Bill To:
Franklin County Board Of County Commissioners
33 Market Street, Suite 203
Apalachicola, FL 32320

Ship To:
Franklin County Road Department
376 State Road 65 North
Eastpoint, FL 32328

Phone: 850-670-8640
Fax:
Cell:
Alt:#

GVWR 123000

Item	Description	Base Price	Options	Additional Options	Total Price	Extended Price
FRDP50-22-24-A -54-00-N	50 Ton Air Ride Paver Chassis	$57950.00	$1660.00	$2400.00	$62010.00	$62010.00
Paint	Black {std}		$0.00			
Tires & Wheels	255 ST719 Out. Pol. Alum		$1,660.00			
Rear Fenders	Flat Fenders {std}		$0.00			
Decking	White Oak {std}		$0.00			
Center Decking	Yes {std}		$0.00			
Ramps	60" Stand Up Sliding		$0.00			
Outriggers	12" Swing-Out {std}		$0.00			
Outrigger Boards	No {std}		$0.00			
Boom Trough	Flat (Oak Center) {std}		$0.00			
Well Length	24 ft. {std}		$0.00			
Beavertail & Ramps	No {std}		$0.00			
Deck Height	22 in. {Fully Loaded}		$0.00			
Deck Width	102" {std}		$0.00			
Adjustable HCV	No {std}		$0.00			
Toolbox	Yes		$0.00			
Bucket Well	No {std}		$0.00			
Axle Type	25k Heavy Duty		$0.00			
FRNK55-22-30-95	50/55 Ton Detach Neck	$7000.00	$0.00	$0.00	$7000.00	$7000.00
Pony Motor	No {3000 psi required}		$0.00			
Swing Clearance	95" {std}		$0.00			
Neck Fenders	No {std}		$0.00			
Spare Tire	No {std}		$0.00			

Totals 2

Sale Amount: $69,010.00
FET Tax: $0.00
Documentation: $0.00

702 North Silver Street
Lexington, NC 27292

Ph: (336) 790-6800
Fx: (336) 859-5963

Quote Order #:	687384
Quote Order Date:	6/7/2022
Salesperson:	Tommy Willard
Customer ID:	357556
Ship Via:	ck Delivery on Hold
Terms:	Cashiers Check

Bill To:

Franklin County Board Of County Commissioners
33 Market Street, Suite 203
Apalachicola, FL 32320

Ship To:

Franklin County Road Department
376 State Road 65 North
Eastpoint, FL 32328

Phone: 850-670-8640
Fax:
Cell:
Alt:#

GVWR

Item	Description	Base Price	Options	Additional Options	Total Price	Extended Price
					Total:	**$69,010.00**

DOBBS

EQUIPMENT

A John Deere Dealer

FLORIDA SHERIFFS ASSOCIATION
FLORIDA ASSOCIATION OF COUNTIES
2020-2021 Contract for Vehicles and Equipment
Contract Number FSA20-EQU18.0
Spec#431 Deck Over Flat Bed Trailer
Eager Beaver 50GSL-BR Lowboy Trailer with standard 24' Deck

October 15, 2020

Quote For: Collier County

Base Unit:

One (1) Eager Beaver B8-DOW 16,000 lb Carry Capacity Trailer	$15,665.00

Non-Specified Options Less 10% Discount from List:

B8-Dow	Remove Base Eager Beaver B8-Dow	(13,260.00)	
50GSL-BR	Upgrade to 50 ton GSL-BR Trailer	$66,978.00	
Lift	Lift 3rd Axle Kit	$1,288.00	
Flag	Fixed Flagholder front & Rear	$322.00	
Strobe	Amber Strobes in Tailboard	$402.00	
Cover	Cover over Rear Wheel Wells	$3,118.00	
BP	3rd Section Bucket Pocket	$1,117.00	
Flasher	Flasher Kit	$402.00	
Total List Non-Specified Options:		$60,367.00	
Less 10% Discount:		(6,036.70)	
Total Non-Specified Options:			$54,330.30
Total Price FOB Collier County, FL			$69,995.30

Delivery is approximately 6-7 weeks A.R.O.

Greg Dudek, Governmental Sales Manager
2730 S Falkenburg Road Riverview, FL 33578
Phone (239) 470-0822 mobile

Erin Griffith

From: fcrd@fairpoint.net
Sent: Monday, June 20, 2022 8:50 AM
To: 'Erin Griffith'
Subject: RE: Kaufman Quote (Quote: 687384)

Yes, Howard would like to go ahead with this trailer.

Thank you.

Virginia M. Messer
Administrative Assistant

Franklin County Road Department/Mosquito Control
Phone: 850-670-8640
Fax: 850-670-8938

From: Erin Griffith <erin@franklincountyflorida.com>
Sent: Thursday, June 16, 2022 4:19 PM
To: fcrd@fairpoint.net
Cc: twillard@kaufmantrailers.com
Subject: FW: Kaufman Quote (Quote: 687384)

Hello Virginia,

Please confirm that the attached quote is approved by Howard and is what you all wish to order –

Thanks so much,

Erin Griffith
Fiscal Manager / Grants Coordinator
Franklin County
(850) 653-9783 Ext. 158

Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

From: Tommy Willard [mailto:twillard@kaufmantrailers.com]
Sent: Thursday, June 16, 2022 4:05 PM
To: fcrd@fairpoint.net
Cc: erin@franklincountyflorida.com
Subject: Kaufman Quote (Quote: 687384)

Quote (Quote: 687384)

Thank you,

Tommy Willard

Kaufman Trailers of SC
195 Industrial Ln
Bennettsville, SC 29512

Phone 336-790-6807
Fax 336-859-5963

RESOLUTION
OF AUTHORIZATION

FRANKLIN COUNTY
BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Florida Department of Transportation has awarded the Franklin County Board of County Commissioners funding from the Small County Outreach Program for the construction to widen and resurface CR 30A from Thirteen Mile Road to Station 270+00.00 (Financial Project Number 440621-1-54-01), and

WHEREAS, it was discovered after the award of the construction contract that there was no allowance in the budget for temporary pavement striping during construction, and

WHEREAS, the Florida Department of Transportation has prepared a Supplemental Agreement to provide an additional $5,400.00 in funding to cover the cost of the temporary pavement striping during construction, and

WHEREAS, the Franklin County Board of County Commissioners has voted in an open meeting to have the Chairman sign the Supplemental Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISISONERS, that the Chairman is hereby authorized to sign the Supplemental Agreement which provides an additional $5,400.00 in funding to cover the cost of temporary pavement striping during construction on CR 30A from Thirteen Mile Road to Station 270+00.00 (Financial Project Number 440621-1-54-01).

This Resolution adopted on June 21, 2022.

BY: _____
Ricky D. Jones, Chairman

ATTEST:

BY: _____
Michele Maxwell, Clerk

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
002

CONTRACT NO.
G1Z86

FPN
440621-1-54-01

Recipient: Franklin County Board of County Commissioners

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on September 14, 2021 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Exhibit B - Updated Schedule of Financial Assistance
Exhibit J - Updated State Financial Assistance
Exhibit D - New Resolution Approving Agreement Chnages

Reason for this Supplemental and supporting engineering and/or cost analysis:

This agreement is being increased by $5,400.00 to support the cost of construction for painted pavement markings. TThe new agreement amount is $ 3,676,950.00.

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

RECIPIENT:
Franklin County Board of County Commissioners

By:_____
Name: Ricky D. Jones
Title: Chairman

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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

Legal Review:

_____

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Franklin County Board of County Commissioners 33 Market Street, Suite 203 Apalachicola, Florida 32320	440621-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2021/2022**	Maximum Department Participation (Small County Road Assistance Program)	$3,676,950.00	$	$3,676,950.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$3,676,950.00 100.00%	$ 0.00 %	$3,676,950.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$3,676,950.00	$ 0.00	$3,676,950.00	

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.

Maria Showalter
District Grant Manager Name

Signature Date

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this 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:** $3,676,950.00

*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

CHANGE ORDER PROPOSAL

Roberts and Roberts, inc.

DATE: 05/23/22

PROJECT: CR 30A Improvements, FPID: 44062113401

TO: Southeastern Consulting Engineers, Inc.

ATTN: Lance Watson

FROM: ROBERTS AND ROBERTS, INC.

CHANGE PROPOSAL NUMBER: 1

REASON FOR CHANGES:

☐ REVD PLANS: DATED _____ SHEET(s) NO. _____ ☐ OWNER DIRECTIVE ☐ UNFORESEEN CONDITIONS

☒ OTHER: See description of changes below.

DESCRIPTION OF CHANGES:

This project consists of milling, structural course, and friction course placement. Presently, the contract provides no means of compensation for temporary work zone pavement markings that are necessary for safety, and the installation of which are referenced in the Traffic Control Plan. This change order is requested to encumber funds to compensate RARI for this work.

COMMENTS:

WORK ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
INSTALL PAINTED CENTERLINE WORK ZONE PAVEMENT MARKINGS PER THE FINAL STRIPING PLAN CONFIGURATION	1.00	LIFT	$ 5,400.00	$ 5,400.00
NOTES: THIS PRICE IS FOR (1) LIFT OF CENTERLINE STRIPING				
				$ 5,400.00

REQUESTED	CONCURRENCE	ACCEPTANCE
Herschel A Neel (Digitally signed by Herschel A Neel, Date: 2022.05.23 12:00:00 -05'00')	S. Lance Watson (Digitally signed by S. Lance Watson, Date: 2022.06.15 12:00:00 -04'00')	
HERSCHEL NEEL, Roberts and Roberts, Inc.	ENGINEER / CEI	OWNER
OPERATIONS MANAGAER	Vice President (SCE)	
TITLE	TITLE	TITLE
05/23/22	6/15/22	
DATE	DATE	DATE

MEETING DATE: June 21, 2022

NAME/DEPARTMENT/AGENCY: Michael Morón – County Coordinator

TOTAL ATTACHMENTS:

---

1. Action Item: 682 Ridge Road Power Pole
   At your April 5, 2022, meeting, Board action was requested and approved to authorize up to $1000 from the Eastpoint Limerock Fire donated funds for the installation of a power pole at 682 Ridge Road. I explained that prior to the Eastpoint Limerock Fire, there was a pole on the lot and Mrs. Pam Brownell and Jennifer Daniels of Emergency Management discussed this matter with the owner, who moved to Orlando after the fire. The total invoice amount for the installation is $1,227.87, which is $227.87 more than approved by the Board.
   Board action to approve the additional $227.87 from the Eastpoint Limerock Fire donated funds for the installation of the power pole at 682 Ridge Road.

2. Action Item: Airport Grant Contract
   The County has received the Grant Agreement Offer for the Apron Rehabilitation project at the Airport from the Federal Aviation Administration (FAA). The Board authorized Mr. John Collins (AVCON) to apply for and combine the use of FDOT funds along with FAA funds for this project. Today you are asked to authorize the Chairman's signature on the $225,000 Grant Agreement Offer for the first phase of this project.
   Board action to authorize the Chairman's signature on the $225,000 FAA Grant Agreement Offer for the first phase of the Apron Rehabilitation project at the Airport.

3. Action Item: Eastpoint July 1st Freedom Festival Road Closer
   The Eastpoint Civic Association (ECA) will host the Freedom Festival on Friday, July 1st starting at 7:30 p.m. until 9:30 p.m. The Association has asked for a FDOT permit to close Highway 98 and reroute traffic to Ave A from 1st Street to Old Ferry Dock Road. As an alternative to the Highway 98 closer, the Sheriff is recommending a reduced speed limit on Highway 98 that will be enforced and supervised by his deputies during the festival. As the specifics are being worked out between the ECA and the Sheriff's Department, I will continue with the FDOT permit process.
   Board action to request a FDOT permit to close Highway 98 in Eastpoint from 7:30 pm (ET) to 9:30 p.m. (ET) and reroute traffic to Ave A from 1st Street to Old Ferry Dock Road for the July 1st Freedom Festival.

4. Action Item: St. George Island July 4th Celebration Road Closer

The St. George Island Wet and Wild 4th of July Parade will start at 11:00 a.m. on the corner of West Pine Avenue and W 1st Street continuing eastward on Pine Avenue then making a southerly turn on E 4th Street. The parade route continues on E 4th Street then turns west onto Gulf Beach Drive until reaching the corner of W 1st Street. The route then takes a short southern turn on W 1st Street, then an immediate turn westward onto West Gorrie Drive ending on the corner of West Gorrie Drive and W 3rd Street.
Board action to approve the St George Island Wet and Wild 4th of July Parade route as described above.

5. Action Item: HVAC Repair to EP Camper Trailer
   I have received a request to approve HVAC repairs for a total of $589.01 for a camper trailer purchased for the Limerock Fire survivors. These repairs will be paid from the Eastpoint Limerock Fire donated funds.
   Board action to approve the $589.01 payment for HVAC repairs to a Eastpoint Limerock Fire purchased camper trailer.

6. Informational Item: Weems Grant
   Weems has received the award notification letters from USDA for the Two Track One Recovery Grants that Weems staff wrote for USDA Emergency Rural Health Care Grant Program. The grants will pay for radiology equipment upgrades, emergency department hospital stretchers, and their electronic health records conversion. If you have additional questions do not hesitate to contact Mr. David Walker (CEO).

The Law Offices of Thomas M. Shuler, P.A.

Phone: 850-653-1757
Fax: 850-653-8627
Email: mshuler@shulerlawfl.com

Mailing Address:
34-4th Street
Apalachicola, FL 32320

June 20, 2022

To: Franklin County Board of County Commissioners

From: Thomas M. Shuler, County Attorney

For: June 21, 2022, Board Meeting

ACTION ITEMS

1. McIntyre Road Ordinance Public Hearing

Issue: This public hearing is for the Board to consider rescinding emergency ordinance 92-3, which prohibits large vehicles, including log trucks, from operating on McIntyre Road from its intersection with Highway 319 going West to the first left hand turn and down to Brandy Creek. A copy of emergency ordinance 92-3 is attached.

Clint Davis with Forestry has told Mr. Moron that they will make sure that that the logger maintains the road. I recommend daily while actively logging.

I spoke with Alex Skovronsky with Forestry last week and he informed me that Forestry has identified Southern Pine Beetles on the public lands at McIntyre Road.

Location of McIntyre Road: Three pages of maps from the Property Appraiser's Office are attached. They show the location of McIntyre Road at issue. The State owns most of the land, but to the West you will see approximately one-half dozen private parcels: five are each about 42 acres in size and a smaller private five-acre parcel on the far West.

Ordinance being considered: The proposed ordinance rescinding Emergency Ordinance 92-3 is attached for your consideration.

Bond for Use of Road: As advertised, the public hearing only allows for the board to rescind the ordinance 92-3, not modify the existing ordinance to allow use provided that a bond is provided to cover any county expenses to maintain or repair the road. If we receive complaints, the Board could always adopt another emergency ordinance.

Board Action: Board action to either adopt the new ordinance rescinding Emergency Ordinance 92-3, which will then allow log trucks on McIntyre Road or not adopt the new ordinance, which means that log trucks will not be allowed on McIntyre Road.

2. Special Master RFP

Myself, Mark Curenton and Erin Griffith have reviewed the information submitted by the Hand Arendall Harrison Sale law firm. They propose that Mrs. Jennifer Shuler be the lead attorney to

act as special master and that Mr. Coles Davis will be the alternate available when Mrs. Shuler is not.

They propose to charge $200 per hour for professional services and $100 per hour for travel time. Costs, for such things as legal research and copies, will be billed at actual cost, to the extent such expenses are incurred. These fees will be paid from your professional services budget.

The proposal submitted satisfies the requirements of the RFP and we three recommend that the Board accept the services of Mrs. Jennifer Shuler as lead attorney and Mr. Cole Davis as the alternate attorney when Mrs. Shuler is unavailable to act as your special master.
Board Action: Board action to accept the services of Mrs. Jennifer Shuler as the lead attorney to act as your special master and Mr. Coles Davis as the alternate special master, as set forth above.

3. **Temporary Medical Examiner**

The Office of State Attorney Jack Campell has asked Franklin County to approve a temporary contract with Dr. Jon Thogmartin to provide Medical Examiner services for Franklin County, Florida, which is part of a multi-county district that will be served on a temporary basis by Dr. Thogmartin.

A copy of the letter from State Attorney Jack Campbell and a contract signed by Leon County (20 pages) with Dr. Thogmartin is attached. Note, Leon County's agreement is not yet signed.

The ME is paid from your fine and forfeiture fund.

A permanent replacement for ME is underway, so another contract will be presented sometime in the next year, per the letter from State Attorney Jack Campbell.

Board Action: I recommend that the Board approve the temporary contract for ME services between Franklin County and Dr. Thogmartin, using the Leon County contract format.

4. **Estate of Linda Anne White, Deceased**

The Estate of Linda Anne White proposes to convey Lot 3, Block 13, Dog Island, Florida, to Franklin County, with the restriction that the land be used for a Natural Wildlife Refuge. A copy of the property card and map from the Property Appraiser's Office are attached.

The June 6, 2022, letter from the law firm representing the Estate is attached.

The lot abuts the Nature Conservancy on Dog Island, Florida.

Board Action: I recommend that the Board disclaim the gift and recommend that the Estate instead convey the lot to the Nature Conservancy on Dog Island, Florida.

5. **Possible TDC Purchase of Land in East Point**

Attached is a MLS listing for a parcel of land in Eastpoint, Florida, which is across the street and North of the current county waterfront park along Patton Drive.

The parcel in question is listed as being 104 feet wide and 241 feet long. It runs from Highway 98 to Patton Drive.

The list price is $199,000.00 and it has been on the market for about 6 months.

I request that the Board consider approving an offer to purchase the property at its appraised value of an appraisal obtained by the county, not to exceed $199,000.00. The Buyer may desire the option to cancel the contract if the appraised value is, in their opinion, too low. A negotiated minimum price will need to be established. Please note that the county would have closing costs in addition to the appraised purchase price, such as the costs of a survey, title insurance and recording fees and documentary stamps, if there is a mortgage.

Board Action: I request Board approval for the Chairman to sign a contract for the purchase and sale of the subject property based on its appraised value, not to exceed $199,000.00, with the option for the seller to reject the appraisal if it comes in below a negotiated minimum price; authorize me to negotiate the minimum sales price and authorize me to obtain a single appraisal.

6. **Possible Eastpoint Overlay**

On June 7, 2022, the Board discussed a possible overlay zoning district for Eastpoint, Florida.

I request Board authorization to commence the process of considering an overlay district for Eastpoint, Florida, covering all properties abutting Highway 98 for the area bounded on the East by 2nd Street and running West along Highway 98 to the East Bay and Apalachicola Bay.

Does the Board have another idea for the overlay boundary?

As discussed during commissioner comments on June 7th, items to be considered in the overlay will include a ban on warehouses along Highway 98 in the corridor described and possible changes to C4 zoning. Additional issues are likely to arise during this process.

If approved, I plan to consult with planners and David Theriaque.

Board Action: I request Board approval to proceed with consideration of the possible Eastpoint Highway 98 Overlay.

Respectfully Submitted,

Thomas M. Shuler

Thomas M. Shuler

Enc: as stated

Untitled Map
Write a description for your map.
Legend
Bruce Johnson Residential Center
Mc Intyre Rd
Oklockonee River
Lewis Bluff
Mc Intyre Rd
Brandy Creek
Google Earth
1 mi
N

qPublic.net™ Franklin County, FL

Overview

Legend

- Parcels
- Roads
- City Labels

Parcel ID	11-06S-03W-0000-0010-0000	Alternate ID	03W06S11000000100000	Owner Address	THE BOARD OF TRUSTEES OF THE IITF OF THE STATE OF FLORIDA 3900 COMMONWEALTH BLVD MAIL STATION 115 TALLAHASSEE, FL 32399-3000
Sec/Twp/Rng	11-6S-3W	Class	STATE		
Property Address		Acreage	606.7		

District 1

Brief Tax Description 606.7

(Note: Not to be used on legal documents)

Date created: 6/20/2022

Last Data Uploaded: 6/20/2022 7:46:38 AM

Developed by Schneider GEOSPATIAL

qPublic.net™ Franklin County, FL

Legend

- Parcels
- Roads
- City Labels

Parcel ID	10-06S-03W-0000-0010-0000	**Alternate ID**	03W06S10000000100000	**Owner Address**	THE BRD OF TRUSTEES OF THE IITF OF THE STATE OF FLORIDA 3900 COMMONWEALTH BLVD MAIL STATION 115 TALLAHASSEE, FL 32399-3000
Sec/Twp/Rng	10-6S-3W	**Class**	TIMBERLAND 70-79		
Property Address		**Acreage**	174.3		

District	1
Brief Tax Description	174.3 AC M/L (Note: Not to be used on legal documents)

Date created: 6/20/2022
Last Data Uploaded: 6/20/2022 7:46:38 AM

Developed by Schneider GEOSPATIAL

qPublic.net™ Franklin County, FL

Legend

- Parcels
- Roads
- City Labels

Parcel ID	10-06S-03W-0000-0060-0000	Alternate ID	03W06S10000000600000	Owner Address	THE BOARD OF TRUSTEES OF THE IITF OF THE STATE OF FLORIDA 3900 COMMONWEALTH BLVD MAIL STATION 115 TALLAHASSEE, FL 32399-3000
Sec/Twp/Rng	10-6S-3W	Class	STATE		
Property Address		Acreage	219.7		

District 1

Brief Tax Description 219.7 AC M/L

(Note: Not to be used on legal documents)

Date created: 6/20/2022

Last Data Uploaded: 6/20/2022 7:46:38 AM

Developed by Schneider GEOSPATIAL

AN ORDINANCE PROHIBITING VEHICLES HAVING MORE THAN TWO AXLES FROM COMING ON OR TRAVELING McINTYRE ROAD; DECLARING THAT AN EMERGENCY EXISTS

EMERGENCY ORDINANCE

FRANKLIN COUNTY, FLORIDA

ORDINANCE NO. 92-3

WHEREAS, the Franklin County Board of County Commissioners, by a vote of at least 4/5 of the Board, declares that an emergency exists which necessitates the enactment of this ordinance, and

WHEREAS, County-owned McIntyre road is unpaved, and not constructed for heavy vehicles in all weather, and

WHEREAS, heavy trucks have made McIntyre road unusable and dangerous for passenger vehicles, and

WHEREAS, heavy trucks have torn up McIntyre road and continue to do so, exceeding the ability of Franklin County to maintain this road,

NOW, THEREFORE, BE IT ORDAINED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS, in order to protect the health, safety and welfare of the people of Franklin County:

1. No person, firm, or corporation shall drive or operate any vehicle having over two axles on McIntyre Road in Sections 2, 10, and 11, Township 6 South, Range 3 West, in Franklin County, Florida.

2. No person, firm or corporation shall drive, operate or pull any trailer having a load weight over five thousand pounds on McIntyre road.

This Ordinance adopted in open regular session this 5th day of May, 1992, as an Emergency Ordinance upon a waiver of notice requirements by a 4/5th vote of the membership of the Board of County Commissioners of Franklin County, Florida, said 4/5th majority of sid commission hereby declares that an emergency exists and that the immediate enactment of this ordinance is necessary.

(SEAL)

THE BOARD OF COUNTY COMMISSIONERS
OF FRANKLIN COUNTY, FLORIDA.

BY: _____
Its Chairman

ATTEST:

_____
Clerk

Franklin County Ordinance 2022-_____

AN ORDINANCE RESCINDING ORDINANCE 92-3 PROHIBITING VEHICLES HAVING MORE THAN TWO AXLES FROM COMING ON OR TRAVELING MCINTYRE ROAD AND AN EFFECTIVE DATE

Whereas, Franklin County has determined that it is in the best interests of the public health, safety and welfare to rescind Ordinance 92-3; now therefore be it resolved that,

IT IS ORDAINED that Franklin County Ordinance 92-3 is hereby rescinded.

All ordinances in conflict herewith are declared null and void.

This ordinance shall take effect according to law.

Adopted this the 21st day of June, 2022.

Franklin County, a political
Subdivision of the State of Florida

By:_____
Ricky D. Jones, Its Chairman

Attest:

By:_____
Michele Maxwell, Clerk

Approved as to form and legal sufficiency:

By:_____
Thomas M. Shuler, County Attorney

REQUEST FOR PROPOSAL: SPECIAL MAGISTRATE LEGAL SERVICES The Franklin County Board of County Commissioners is seeking an attorney to serve as its Special Magistrate to conduct code enforcement hearings. The County is seeking an attorney knowledgeable about administrative law, local ordinances and quasi-judicial proceedings. The successful candidate must ensure that code enforcement hearings are fair and conducted consistent with Florida law. MINIMUM EDUCATION AND EXPERIENCE: • Juris Doctor degree • Current membership in good standing with the Florida Bar • A minimum of five (5) years' experience practicing law • Administrative law or local government experience preferred. SKILLS AND ABILITIES: • Knowledge of Chapter 162, Florida Statutes • Knowledge of the role of due process and evidence in quasi-judicial hearings • Ability to interpret applicable local and state law • Ability to communicate clearly, concisely, orally and in writing. The Franklin County Board of County Commissioners will receive proposals until 4 p.m. E.S.T. on June 3, 2022, at the office of: Michele Maxwell, Clerk of Circuit Court and Comptroller, 33 Market Street, Suite 203, Apalachicola, FL 32320 (850) 653-8161, x100. All proposals shall be marked on the outside of a sealed envelope: SPECIAL MAGISTRATE LEGAL PROPOSAL. Proposals will address the following: An hourly rate for legal services furnished to Franklin County Board of County Commissioners to conduct code enforcement hearings in an amount not to exceed $200.00 per hour. All proposals will include the following: (1) Complete name (2) Experience in County, State, and Governmental Law (3) Experience in Administrative Law (4) Trial experience and/or experience conducting quasi-judicial proceedings (5) Price – please specify whether the hourly fee proposal will include travel time at the same or reduced hourly rate or mileage per diem; what the hourly rate will be for time for preparation, hearing and post hearing matters. Please provide six copies of this proposal. Franklin County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept proposals which, in its sole judgment best serve the needs of the county. The proposals will be opened on Tuesday, June 7, 2022, during the county commission meeting held at 34 Forbes Street, Apalachicola, FL 32320 in the courthouse annex building.

PROPOSAL IN RESPONSE TO
FRANKLIN COUNTY SPECIAL MAGISTRATE RFP

Submitted By:

HAND ARENDALL HARRISON SALE

304 Magnolia Avenue
Panama City, Florida 32401
(850) 769-3434

Points of Contact:
Jennifer W. Shuler, Proposed Lead Attorney
jshuler@handfirm.com
Cole Davis, Proposed Alternate Attorney
cdavis@handfirm.com

HAND ARENDALL
HARRISON SALE

May 31, 2022

Franklin County
c/o Michele Maxwell, Clerk of Court
33 Market Street, Ste 203
Apalachicola, FL 32320

Re: Special Magistrate RFP

Hand Arendall Harrison Sale ("**HAHS**") submits this proposal to Franklin County in response to its Special Magistrate RFP. We know the Florida Panhandle well. Most of our Florida attorneys are natives of the region with deep family ties. We have served and provided legal representation to private clients and local governments in Bay County for over 45 years.

Hand Arendall proposes that Jennifer Wintrode Shuler serve as the lead attorney to provide Special Magistrate services to Franklin County and that Cole Davis serve as alternate attorney. Jennifer and Cole's experience is detailed in Section 1. A list of Hand Arendall's Florida local government clients is included as Appendix A .

HAHS is a one-stop-shop for our clients. We are a full-service regional law firm with approximately 100 lawyers across Northwest Florida and Alabama that practice in many areas of the law, including local government, real estate, employment litigation, commercial litigation, personal injury litigation, admiralty law, education law, intellectual property law, and others. Regarding local government, HAHS works with many clients across the Gulf Coast - from Mobile to Liberty County - and with clients as far north as northern Alabama and the Tennessee state line.

Additional information on all HAHS local government attorneys, in Florida and Alabama, is available on our website at https://www.handfirm.com/practices/business-services/local-government/. Additional information about all HAHS attorneys in general is available on our website at www.handfirm.com.

We thank you for the opportunity to submit this proposal and we are available to answer any questions.

1. EXPERIENCE IN COUNTY, STATE, GOVERNMENT, ADMINISTRATIVE LAW, TRIAL EXPERIENCE & EXPERIENCE WITH QUASI JUDICIAL HEARINGS

Collectively, HAHS lawyers have well over 360 years of experience representing government entities throughout the Northwest Florida, the Gulf Coast, and South Alabama.

In Northwest Florida, HAHS attorneys serve currently in the following roles:

- County Attorney for one county;
- City Attorney for eight cities; and
- General Counsel for ten governmental entities, including the top governmental employers in Bay County.

HAND ARENDALL
HARRISON SALE

Proposed Lead Attorney

Jennifer Wintrode Shuler

Education:
J.D., Santa Clara University, 2001
B.A., University of California: Santa Cruz, 1991

Admissions:
The Florida Bar
Federal Bar of Northern District of Florida
State Bar of Michigan

Jennifer Wintrode Shuler, the proposed lead attorney to serve as Special Magistrate, is Florida Bar Board Certified in City, County, Local Government Law and has been a local government attorney for twenty years. Early in her legal career Ms. Shuler engaged in extensive civil litigation and spent four years practicing with a firm handling insurance litigation in defense of local government clients all over the Florida Panhandle. In 2012, Ms. Shuler joined the Bay County Attorney's office, where she served as the Deputy Assistant County Attorney for nine years. While at the Bay County Attorney's Office, Ms. Shuler defended Bay County in lawsuits in state circuit court and handled appeals in front the First DCA. She represented the Bay County Code Enforcement Board and litigated code enforcement, and Animal Control appeals in Circuit Court. In addition, Ms. Shuler has successfully obtained injunctive relief in Circuit Court to stop code enforcement nuisances and address unsafe structures.

Throughout her career, Ms. Shuler has represented both local government and private clients before state and federal administrative agencies. Most recently, Ms. Shuler has presented code enforcement cases for the City of Panama City Beach to its Special Magistrate and she also has defended private clients in code enforcement hearings before local government Special Magistrates. All of these experiences make Ms. Shuler especially suited to ensure that all parties in a quasi- judicial hearing are treated fairly and that due process is afforded.

HAND ARENDALL
HARRISON SALE

Proposed Alternate Attorney

Cole Davis

Education:
J.D., 2011, Florida State University College of Law
B.S., Elementary Education, 2006, Florida State University

Admissions & Memberships:
The Florida Bar
Bay County Bar Association
The Florida Bar's Workers' Compensation

Cole Davis is a member in the firm's Panama City Beach office. He currently serves as Assistant City Attorney for the City of Panama City Beach, Assistant District Attorney for the Panama City-Bay County Airport and Industrial District, and represents other local governments in a wide range of matters including the Bay County School Board, the City of Callaway, the City of Springfield, and City of Mexico Beach.

In his governmental practice, Davis has spent a decade advising clients on code enforcement matters, including defending local governments in magistrate hearings, in Circuit and County Court hearings, and advising Special Magistrates.

He has represented clients in Florida's federal district courts, state courts, First District Court of Appeals, the Florida Supreme Court and before numerous government agencies - including the DOL, EEOC, and FCHR.

2. PROPOSED PRICE

Hourly rate:

$200 per hour to prepare for and conduct code enforcement hearings and for any post hearing matters

$100 per hour for travel time

To the extent that expenses are incurred, Hand Arendall proposes to be reimbursed for the actual costs of on-line research, copy fees and fees related to the representation.

APPENDIX A

Florida Local Government clients:

- City of Panama City Beach, City Attorney (1976-present)
- Bay County School Board, Board Attorney (1979-present)
- City of Callaway, City Attorney (1984-present)
- Bay County Tourist Development Counsel, General Counsel (1992-present)
- The Board of Trustees of Bay Medical Center (a healthcare special district), General Counsel (1994-present)
- City of Lynn Haven, City Attorney (1998-2018, 2020-present)
- City of Mexico Beach, City Attorney (2015-2021)
- Panama City Beach Convention and Visitors Bureau, Inc., General Counsel (1998-present)
- Panama City Beach Community Redevelopment Agency, General Counsel (2001-present)
- Panama City-Bay County Airport and Industrial District, General Counsel (2005-present)
- City of Panama City Civil Service Board (2005-present)
- Beach Mosquito Control District, Board Attorney (2006-present)
- City of Springfield, City Attorney (2007- present)
- Panama City Community Redevelopment Agency, City Marina (2014-present)
- Gulf Coast State College Foundation, General Counsel (2015-2022)
- Liberty County, Florida (2021- present)

JACK CAMPBELL
STATE ATTORNEY

OFFICE OF

STATE ATTORNEY

SECOND JUDICIAL CIRCUIT OF FLORIDA

LEON COUNTY COURTHOUSE
301 S. MONROE STREET
TALLAHASSEE, FLORIDA 32399-2550

TELEPHONE: (850) 606-6000

June 3, 2022

Edward Dixon, County Administrator
Gadsden County
9- B East Jefferson St.
Quincy, Florida 32351

Vince Long, County Administrator
Leon County
301 S. Monroe Street
Tallahassee, Florida 32301

Lawanda Pemberton, County Administrator
Taylor County
201 E. Green St.
Perry, Florida 32347

Randy Harris, County Administrator
Suwannee County
13150 80th Terr.
Live Oak, Florida 32060

David Edwards, County Administrator
Wakulla County
3093 Crawfordville Hwy.
Crawfordville, Florida 32327

Michael Moron, County Administrator
Franklin County
34 Forbes St., Ste. 1
Apalachicola, Florida 32320

Parrish Barwick, County Administrator
Jefferson County
1484 S. Jefferson St.
Monticello, Florida 32344

Sherilyn Pickels, County Administrator
Madison County
P.O. Box 539
Madison, Florida 3234

Anthony Adams, Chairman
Lafayette Board of County Commissioners
120 West Main Street
Mayo, Florida 32066

Hannah Causseaux, Chairwoman
Liberty Board of County Commissioner
P.O. Box 399
Bristol, Florida 32321

Dear County Managers,

I am writing you in my role as the Chair of the Medical Examiner Selection Committee. As I communicated in January, our long time Medical Examiner Dr. David Stewart, has decided to retire. This has required us to begin a search for a new medical examiner. In furtherance of this, we have assembled a great team of representatives who are statutorily designated and represent the ten counties currently served by the District Two Medical Examiner's Office.

At our first meeting, we unanimously voted to temporarily retain the services of Dr. Jonathon Thogmartin to assist. Dr. Thogmartin was highly recommended and currently serves as the Medical Examiner for District Six in Pinellas County. Dr. Thogmartin is not a permanent replacement. Rather, he has offered to both temporarily take over the responsibilities of the office during our search process and to help us find a permanent replacement for Dr. Stewart.

We are in an unusual situation where we cover two different Judicial Circuits and serve Taylor, Suwannee and Lafayette Counties. These three counties would otherwise fall in District 3 but have traditionally chose to be served by District Two. Statutorily, State Attorney John Durrett and I are authorized to make a temporary appointments of the new Medical Examiner until the Governor makes a permanent appointment. However, we now need each county to contract with Dr. Thogmartin as they had previously with Dr. Stewart. Leon County has graciously taken the lead and already drafted a proposed contract to retain Dr. Thogmartin. My hope is this would be a good template for the other nine counties.

Enclosed, you will find a copy of the Leon County Proposed Contract, a 2022 Master Fee Schedule, and a previous contract with Suwannee County for comparison. You will also find a letter from Dr. Thogmartin. Please contact him directly to begin the process of transitioning. My hope is that we can have this done by August 1, 2022 so Dr. Stewart can retire this summer per his wishes and there will be no interruption of services. Dr. Thogmartin cannot be appointed until he is professionally retained.

Please contact me if you have any questions or concerns. I am pleased that this interim agreement will allow for a smooth transition and for us to make a diligent search for our new permanent District Two Medical Examiner.

Sincerely,

Jack Campbell

cc:
Dr. Stephen Nelson
Deputy County Manager, Alan Rosenzweig
Mr. Al Hall
Chief Lawrence Revell
Sheriff Wayne Padgett
Sheriff Walt McNeil
Chief Clinical Officer, Ryan Smith
Mr. Rocky Bevis
Honorable Cliff Wilson, Jr., 3rd Circuit Public Defender
County Commissioner, Pam Feagle
County Commissioner, Bert Boldt
Dr. Jon Thogmartin
Dr. David Stewart

MEDICAL EXAMINER
District Six

Pasco & Pinellas Counties

10900 Ulmerton Road
Largo, FL 33778
727-582-6800
(Fax 727-582-6820)
www.co.pinellas.fl.us/forensics

Tuesday, May 31, 2022

Jack Campbell
State Attorney, 2nd Judicial Circuit
301 South Monroe Street, Suite #475
Tallahassee, Florida 32301

RE: District Two Medical Examiner Interim Appointment

Dear Mr. Campbell:

I would like to thank you and the District Two Medical Examiner Search Committee for allowing me to assist in the recruitment of a new District Two Medical Examiner. With the upcoming retirement of long-standing District Two Medical Examiner Dr. David Stewart, the difficult process of appointing a replacement District Medical Examiner would have occurred simultaneously with the transition of the District Two Medical Examiner Office to an independent agency. My interim appointment will allow a period for the transition to independent operation while also providing a period for recruitment of District Medical Examiner candidates. I expect the recruitment process to be completed in 6 months to 1 year. Perhaps August 1st would be an achievable start date; however, all District 2 counties would have to be on board for the office to function.

I have attached the latest draft of the Leon County M.E. agreement and the new fee schedule. I have also attached a copy of the 2017 agreement between Suwanee County and Dr. Stewart. The Suwanee County agreement has all the essential elements that could easily form the basis of agreements with the other counties.

If you or your county government contacts have any questions or concerns, please don't hesitate to contact me.

Sincerely,

Jon R. Thogmartin, M.D.
District Six Medical Examiner
Executive Director, Pinellas County Forensic Laboratory
7275826800jthogmar@co.pinellas.fl.us

AGREEMENT FOR MEDICAL EXAMINER SERVICES
(Medical Examiner District 2)

THIS AGREEMENT FOR MEDICAL EXAMINER SERVICES ("Agreement") is made as of the "Effective Date" (as defined in Section 1.2 below), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, ("Leon County") and **JON R. THOGMARTIN, M.D., P.A.**, a Florida profit corporation, and **MEDICAL EXAMINER DISTRICT 2**, a Florida independent statutory entity pursuant to Chapter 406, Florida Statutes (collectively, "ME District 2"). Leon County and ME District 2 may also be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, Chapter 406, Florida Statutes (the "MEs Act"), in Part I, creates the Medical Examiner's Commission (the "MEs Commission") within the Department of Law Enforcement and provides for its membership, governance, and responsibilities including, but not limited to, (i) adopting rules to implement the provisions of the MEs Act, (ii) ensuring minimum and uniform standards of excellence, performance of duties, and maintenance of records, (iii) establishing medical examiner districts within the state, and (iv) submitting nominations to the Governor for appointments of a district medical examiner for each of the medical examiner districts; and

WHEREAS, pursuant to section 406.06(5), Florida Statutes, District Medical Examiners and Associate Medical Examiners are public officers for purposes of section 112.313, Florida Statutes and the standards of conduct proscribed thereunder; and

WHEREAS, among the rules adopted by the MEs Commission is Rule 11G-1.002, Florida Administrative Code, which provides that Medical Examiners are subject to the provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, and that Medical Examiners shall become familiar with the Code of Ethics and ensure that they are in compliance with the requirements stated therein; and

WHEREAS, the MEs Commission established Medical Examiner District 2 ("ME District 2") as an independent statutory entity to include Leon County within its boundaries along with the following counties: Franklin County, Gadsden County, Jefferson County, Liberty County, Taylor County, and Wakulla County (collectively, the "Other D2 Counties"); and

WHEREAS, in addition to providing medical examiner services to Leon County and the Other D2 Counties, ME District 2 may also provide such services to other Florida counties outside of District 2 contingent upon prior written approval of Leon County (any such counties and the Other D2 Counties are collectively referred to as the "Other District Counties"); and

WHEREAS, Leon County owns the medical examiner's facility located at 560 Leonard Gray Way, a site map of which is attached hereto as Exhibit "A" and is incorporated herein by this reference (the "Leon County ME Facility), which houses the entire ME District 2 operation including, but not limited to, its administrative offices and autopsy space; and

WHEREAS, the MEs Act permits the District ME's facilities to be provided on a permanent or contractual basis by the counties within the district; and

WHERAS, the MEs Act further provides that the District ME and Associate MEs are entitled to fees, salaries and expenses from the general funds or other funds under the control of the board of county commissioners ("BCC") within the respective districts; and

WHEREAS, Leon County and ME District 2 wish to enter this Agreement to establish the terms and conditions upon which ME District 2 will (i) provide medical examiner services to Leon County, (ii) be compensated for its services provided to Leon County; (iii) be housed for its District 2 business operation in the Leon County ME Facility, and (iv) remit facility use fees to Leon County.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Leon County and ME District 2 agree as follows:

Article 1.
Effective Date; Term; Definitions

1.1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated herein as if set forth in their entirety.

1.2. EFFECTIVE DATE. The effective date of this Agreement shall be the date Jon Thogmartin, M.D.'s appointment as Interim District Medical Examiner by the State Attorneys of the Second and Third Judicial Circuits becomes effective _____ (the "Effective Date").

1.3. TERM. The term of this Agreement shall commence on the Effective Date and, unless otherwise terminated as provided herein, shall continue thereafter until its expiration on September 30, 2029 (the "Term").

1.4. CONTINUATION OF TERM. The initial Term of this Agreement may be continued at Leon County's option (hereinafter a "Continuation Period") for two (2) additional periods of five (5) years each (hereinafter identified individually as a "Continuation Period" and collectively as the "Continuation Periods"), subject to the following conditions:

1.4.1. The exercise of Leon County's options to continue shall be deemed to be automatic unless written notice of Leon County's intent to <u>not</u> continue is delivered to ME District 2 on or before June 1, 2029 with regard to the first Continuation Period, and, if applicable, June 1, 2034 with regard to the second Continuation Period.

1.5. DEFINITIONS. Capitalized terms used but not defined herein shall have the meanings in Rule 11G-1.001, Florida Administrative Code.

Article 2.
Scope of ME Services; Responsibilities of ME District 2

2.1. MEDICAL EXAMINER SERVICES. The medical examiner services to be provided to Leon County by ME District 2 shall include any and all statutory responsibilities and duties of the District ME and Associate MEs required to be provided to the public as set forth in the MEs Act for which ME District 2 is entitled to compensation with public funds, together with any other public services to be provided to Leon County as contained within this Agreement ("ME Services").

2.2. STANDARD OF CARE. In accordance with Rule 11G-2.006, Florida Administrative Code, the duties and standards of care of the District ME and Associate MEs in

providing the ME Services are to be consistent with those contained in the "Practice Guidelines for Florida Medical Examiners, sponsored by the Florida Association of Medical Examiners," revised July 28, 2010 and as may be further revised but subject to adoption by the MEs Commission as a rule pursuant to chapter 120, Florida Statutes. The Parties further acknowledge and agree that, with regard to any determination of the District ME's or Associate MEs' compliance with such duties and standards of care, Leon County shall defer to the MEs Commission to make such determination in accordance with the duties and responsibilities of the MEs Commission as set forth in the MEs Act.

2.3. SCOPE OF ME SERVICES. The ME Services shall include, but not be limited to, the following:

2.3.1. Medico-legal autopsies;

2.3.2. Medico-legal observations;

2.3.3. Medico-legal investigations;

2.3.4. Approval of all requests for cremations, burials at sea, and scientific donations

2.3.5. Examination of selected death scenes;

2.3.6. Expert witness testimony provided by the District ME and Associate MEs in their official capacities;

2.3.7. Selection of tissue recovery services and oversight of the use of the Tissue Recovery Room for such services in accordance with Section 4.2 below;

2.3.8. Providing education and instruction to law enforcement personnel, and emergency responders;

2.3.9. Consultation on reported and accepted Medical Examiner cases, as needed, 24 hours per day, seven days per week, including holidays;

2.3.10. Conducting meetings, as needed, for law enforcement personnel and prosecutors; and

2.3.11. Intake and storage of bodies delivered as part of Leon County's Policy No. 98-25, "Disposition of Unclaimed and Indigent Bodies," as that Policy may be amended from time to time.

2.3.12. ME District 2 shall conduct District Medical Examiner recruitment activities as part of this Agreement in liaison with the District 2 Search Committee\ created by the State Attorney for the 2nd Judicial Circuit. These activities include:

2.3.12.1. Coordinating with the State Attorney of the Second Judicial Circuit and the District 2 Medical Examiner Search Committee in regards to the timing of medical examiner recruitment activities.

2.3.12.2. Advertising for and recruitment of District 2 Medical Examiner candidates.

2.3.12.3. Payment of reasonable interview costs for up to 6 candidates including travel, lodging and per diem.

2.3.12.4. Payment of moving expenses (up to $10,000) for the chosen candidate.

2.4. ME PERSONNEL AND OFFICE ADMINISTRATION. ME District 2 shall be responsible for coordinating the provision of any and all personnel and administrative services associated with its business operation. Such services may be provided by employees of ME District 2 or pursuant to an agreement with a third-party entity for such medical examiner services and may include, but not be limited to, the following:

2.4.1. Associate ME personnel;

2.4.2. Death investigation and autopsy personnel;

2.4.3. Office administrative and human resources personnel and services to include administering of employee salaries, benefits, and taxes, and of ME District 2 insurance requirements;

2.4.4. Billing, transcription, answering service, and postage equipment and servicing, and courier personnel and services;

2.4.5. Administering of professional licenses, memberships, dues, and continuing education;

2.4.6. Legal consultation and support, as needed;

2.4.7. Purchasing and receiving personnel and services; and

2.4.8. Selection and utilization of reference laboratories.

2.5. PRIVATE PRACTITIONER SERVICES. Leon County and ME District 2 acknowledge and agree that, pursuant to Section 406.06(4), Florida Statutes, the District ME and the Associate MEs may engage in the private practice of medicine or surgery ("Private Practitioner Services") insofar as such private practice does not interfere with their duties as prescribed in the MEs Act. With regard to the Private Practitioner Services, the Parties acknowledge and agree to the following:

2.5.1. Any Private Practitioner Services engaged in by the District ME and Associate MEs shall be deemed to be outside the scope, and not a part, of the ME Services as defined in this Article 2.

2.5.2. Unless otherwise agreed upon in writing by Leon County, the permitted uses of the Leon County ME Facility for Private Practitioner Services shall be limited to (i) the practice of conducting private autopsies, as authorized by the District ME or Associates MEs, at the request of families of the deceased or at the request of a hospital or a member of its medical staff, (ii) any expert witness testimony, consultation, or educational activities provided by the District ME and Associate MEs in their capacities as a private physician practitioner, and (iii) clerical and administrative activities associated with, or arising out of, the permitted Private Practitioner Services as set forth in this Section 2.5.2. Such use of the Leon County ME Facility shall be subject to the terms and conditions set forth in Article 4

below, and any private autopsy shall further require the payment to Leon County of a facility use fee as established in Section 3.1 below.

2.6 DISCLOSURE OF BUSINESS INTERESTS. In the event ME District 2 intends to obtain or utilize the equipment or services of a business or professional association in which the District ME or Associate MEs, or their spouses or children, have a business interest, ME District 2 shall first provide written notification of such intent to Leon County and request a determination by Leon County, pursuant to Rule 11G-1.002(4)(d)2, Florida Administrative Code, that any one of the exemptions cited in Section 112.313(12)(e), Florida Statutes, is applicable and, thereby, will permit ME District 2 to obtain or utilize such equipment or services pursuant to Rule 11G-1.002(4)(c).

Article 3.
Payment for ME Services; Annual Budget

3.1. PAYMENT PER FEE SCHEDULE. Leon County's payment to ME District 2 for the provision of ME Services shall be based solely on a schedule of fees for such services to be approved annually by resolution adopted by the Leon County BCC (the "Master Fee Schedule"). Such payments shall be in accordance with biweekly invoices to be delivered by ME District 2 which shall reflect the fees charged for the actual ME Services provided to Leon County for that respective two week period. ME District 2 may supply electronic invoices in lieu of paper-based invoices utilizing the mechanism developed by the County, which may include e-mail or other medium of delivery. The development of the Master Fee Schedule shall proceed as follows:

3.1.1. ME District 2 shall, no later than April 1st of each year, deliver to Leon County's designated office of budget management the proposed Master Fee Schedule reflecting its fees for the upcoming fiscal year to begin October 1st.

3.1.2. The proposed Master Fee Schedule shall include the fees to be charged to Leon County and the Other District Counties for any and all of the ME Services that may be provided in the upcoming fiscal year. The fees for any Private Practitioner Services shall not be included in the Master Fee Schedule.

3.1.3. Leon County authorizes ME District 2 to charge a fee to cremation providers as included in the Master Fee Schedule.

3.1.4. The fees to be charged to the Other District Counties for the use of the Leon County ME Facility for autopsies, external examinations, cremation approvals and for any other such examinations of deceased persons performed within the scope of the ME Services (the "ME Facility Use Fee") shall be developed by Leon County based on its past operating expenses actually incurred and any planned capital expenditures in future years. The development of the ME Facility Use Fee shall proceed as follows:

3.1.4.1. The total of operating expenses and planned capital expenditures shall be apportioned to the Other District Counties based on the total number of ME District 2 autopsies performed for the Other District Counties in the fiscal year just ended.

3.1.4.2. ME District 2 shall, no later than January 1st of each year, provide to Leon County the number of autopsies performed for each of the Other District Counties in the fiscal year just ended.

3.1.4.3. Leon County shall, no later than March 15th of each year, provide in writing to ME District 2 the ME Facility Use Fee applicable to the upcoming fiscal year to begin October 1st, which shall then be added to the proposed Master Fee Schedule.

3.1.5. The fees to be charged to families and hospitals for any authorized private autopsy use of the Leon County ME Facility (the "Private Facility Use Fee") and to the third-party tissue recovery services provider for use of the Tissue Recovery Room (the "Tissue Recovery Use Fee") shall be developed by Leon County based on a recapture of the construction costs for the Leon County ME Facility together with past operating expenses actually incurred and any planned capital expenditures in future years. The development of the Private Facility Use Fee and the Tissue Recovery Use Fee shall follow the same process as with the ME Facility Use Fee as set forth in Section 3.1.4 above.

3.1.6. Upon Leon County's review of the proposed Master Fee Schedule and the annual budget upon which it is based, the Parties shall negotiate, as needed, to finalize the recommended Master Fee Schedule, no later than May 1st, to be presented to the BCC for approval by resolution.

3.2. ANNUAL BUDGET. ME District 2 shall, in accordance with the MEs Act, submit its proposed annual budget to Leon County by delivery to Leon County's designated office of budget management no later than April 1st of each year. The proposed annual budget shall be sufficiently detailed to allow Leon County to ascertain the following information:

3.2.1. The total personnel and operating expenses for ME District 2 upon which each of the fees in the Master Fee Schedule is based;

3.2.2. The total of expenses paid to any business or professional association for personnel and administrative services provided to ME District 2;

3.2.3. The total fees received by ME District 2 for expert witness testimony in criminal and civil cases provided by the District ME and Associate MEs in their official capacities;

3.3. PROMPT PAYMENT OF ME SERVICES INVOICES. Leon County shall make payment for ME Services no later than forty-five (45) days after Leon County's receipt of the invoices for ME Services. The ME case number and the service provided (per the Master Fee Schedule) for each case shall be included on the invoice, and this information shall be considered by Leon County to be sufficient information for prompt payment of the invoice. Unless otherwise notified in writing by Leon County, biweekly invoices for ME Services shall be delivered to: Leon County Office of Human Services & Community Partnerships, Attention: Director, 615 Paul Russel Road, Tallahassee, FL 32301. The Director of the Office of Human Services & Community Partnerships may be contacted by telephone at (850) 606-1900. If ME District 2 fails to receive any such payments in a timely manner, it shall provide notice to Leon County of such delinquency. Failure of Leon County to make payment within ten (10) days of its receipt of a delinquency notice shall constitute cause for termination under Section7.2.3 below regardless of the availability of funds as set forth in Section **Error! Reference source not found.**.

3.4 JON R. THOGMARTIN, M.D., P.A. shall not be responsible for payment of invoices or fees remaining from examinations or cases accepted by any previous District 2 Medical Examiner or KWB

Pathology. If necessary, the ME District 2 shall complete the cause of death certification, autopsy reports, and other related paperwork required under the Medical Examiners Act and this Agreement for cases accepted prior to the Effective Date.

Article 4.
Use of Leon County ME Facility; Use Fee Remittance; Unclaimed Bodies; ME Equipment

4.1. PERMITTED USE. Except as otherwise provided herein, Leon County and ME District 2 acknowledge and agree that the use of the Leon County ME Facility shall be limited to the activities associated with, and necessitated by, the District ME's performance of the ME Services, as defined in Section 2.1 above, and any of the Private Practitioner Services permitted in accordance with Section 2.5 above (collectively, the "Permitted Use"). Upon written request of the District ME, Leon County may give written consent in advance of other permitted uses of the Leon County ME Facility, which consent may be reasonably withheld in Leon County's sole discretion.

4.2. TISSUE RECOVERY ROOM. As set forth in Section 2.3.7 above, the scope of the ME Services will include the selection by ME District 2 of a third-party provider for tissue recovery services in accordance with any and all applicable federal and state laws. Such services will be conducted in a room designated within the Leon County ME Facility. It shall be the responsibility of ME District 2 to coordinate the use of the Tissue Recovery Room and remit the collected fee for such use as established in Section 3.1 above.

4.3. REMITTANCE OF FACILITY USE FEES. ME District 2 shall be responsible for the collection and remittance of any and all ME Facility Use Fees, Private Facility Use Fees, and Tissue Recovery Use Fees, as those terms are defined in Section 3.1 above. Such facility use fees shall not be used to offset the fees charged to Leon County for ME Services and, instead, shall be separately remitted monthly by check payable to Leon County, Florida and delivered to Leon County together with the biweekly invoices for ME Services in accordance with Section 3.3 above.

4.4. TRANSPORTATION RECEIPTS & BILLING. Transportation receipts for the intake and storage of bodies delivered to the morgue as specified in Section 2.3.11, will be collected by the ME District 2 for verification that the delivery is legitimate. Upon verification that the delivery is legitimate, the receipt and the associated Medical Examiner case number will be forwarded to Leon County, Office of Community Services and Human partnership for payment. The transport receipt and verified Medical Examiner case number shall be sufficient for Leon County to make prompt payment to the transport provider.

4.5. UNCLAIMED BODIES. The ME Facility has limited body cooler space. Leon County stores unclaimed bodies (including cases that do and do not fall under Medical Examiner jurisdiction) as part of Leon County's Policy No. 98-25, "Disposition of Unclaimed and Indigent Bodies". Absent exigent circumstances, Leon County shall not store an unclaimed body longer than 10 business days at the ME Facility.

4.6. ME EQUIPMENT. It shall be the responsibility of Leon County, at Leon County's expense, to provide and maintain any and all furnishings, fixtures, and equipment ("FF&E") necessary for ME District 2 to adequately provide the ME Services as required under this Agreement (collectively, the "FF&E"). The parties acknowledge and agree that the use of the FF&E shall be subject to the following terms and conditions:

4.6.1. Any and all FF&E shall be stored and maintained at the Leon County ME Facility, unless agreed upon otherwise in writing by the Parties;

4.6.2. The ownership of the FF&E shall be vested in Leon County and, to the extent that the FF&E are titled, all titles shall be held in the name of Leon County;

4.6.3. Any FF&E deemed to be tangible personal property shall be held, inventoried, and disposed of in accordance with Leon County Policy 02-05, Tangible Personal Property and Procedures, as may be amended from time to time, which defines tangible personal property as that which (i) is not fixed in place and not an integral part of a structure or facility, (ii) is not an integral part or component of another piece of equipment, (iii) has an original acquisition cost of $1,000 or more, (iv) is not consumed in use, and (v) has a useful life of one year or more after initial acquisition;

4.6.4. ME District 2 shall be responsible for the safekeeping and proper use of the FF&E entrusted to the care and use of ME District 2; and

4.6.5. Upon expiration or other termination of this Agreement, any and all FF&E shall be relinquished to Leon County.

4.7 SUPPLIES;: The ME District 2 will procure independently operating supplies for the facility including expendable autopsy supplies... Leon County will provide One Hundred Thirty Five Thousand Five Hundred Eighty Eight Dollars ($135,588) annually in biweekly payments of Five Thousand Two Hundred Fifteen Dollars ($5,215) by direct deposit or electronic funds transfer to ME District 2. Leon County will recapture the costs of other ME District 2 facility users through the annually established morgue use facility fee.

4.8 IMPROVEMENTS. ME District 2 shall be prohibited from making any improvements on or in the Leon County ME Facility without the consent and cooperation of Leon County. The payment of the costs for any such improvements shall be the responsibility of Leon County, which costs shall then be considered in the annual development of the Master Fee Schedule in accordance with Section 3.1 above.

4.9 SIGNS. ME District 2 shall not place any signs on the Leon County ME Facility except with the prior written consent of Leon County.

4.10 LEON COUNTY'S ACCESS. Leon County shall be entitled at all reasonable times and upon reasonable notice to enter the Leon County ME Facility to examine its condition and to make such repairs, alterations, or improvements thereto as Leon County is required by this Agreement to make or which Leon County considers necessary or desirable. ME District 2 shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Leon County shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with ME District 2's use and operation of the Leon County ME Facility. Leon County shall have the right at all times to enter the Leon County ME Facility without prior notice to ME District 2 in the event of an emergency affecting the Leon County ME Facility.

4.11 PARKING. Leon County shall be responsible for providing a sufficient number of parking spaces, to be located on or adjacent to the Leon County ME Facility, in order for ME District 2 to adequately provide the ME Services as required under this Agreement. All motor vehicles

(including all contents thereof) shall be parked in such spaces at the sole risk of ME District 2, its employees, agents, invitees and licensees, it being expressly agreed and understood that Leon County has no duty to insure any of said motor vehicles (including the contents thereof), and that Leon County is not responsible for the protection and security of such vehicles, or the contents thereof.

4.12 MAINTENANCE AND REPAIRS. Leon County shall be responsible, at its expense, to provide any and all maintenance and repairs of the Leon County ME Facility as needed in order for ME District 2 to adequately provide the ME Services as required under this Agreement, or to otherwise comply with any federal, state or local laws, ordinances, building codes, and rules and regulations in accordance with Section 4.15.6 below. Any requests by ME District 2 for such maintenance and repair may be made by email to Leon County's Office of Resource Stewardship at WorkOrder@LeonCountyFL.gov, or to such other email address as may be provided by Leon County.

4.13 TELECOMMUNICATIONS; WEBPAGE HOSTING; COMPUTER NETWORK; COMPUTERS & SOFTWARE. It shall be the responsibility of Leon County, at its expense, to coordinate the provision of any and all "Telecommunications Services," "Telecommunication Equipment," "Webpage Hosting Services" "Computer Networking", and Computers and Software" reasonably necessary for ME District 2 to adequately provide the ME Services as required under this Agreement. For purposes of this provision:

4.13.1 "Telecommunications Services" shall refer to the various services available in the telecommunications industry including, but not limited to, telephone service, and cable television service, and other similar services that may not exist as of the Effective Date of this Agreement but are created thereafter.

4.13.2 "Telecommunications Equipment" shall mean the equipment and devices that are installed, altered, modified, or replaced to provide Telecommunications Services, including the wires and all associated components necessary to operate such equipment and devices as intended.

4.13.3 "Webpage Hosting Services" shall refer to the provision of a webpage on Leon County's website that provides general and contact information about ME District 2, but with no advanced functionality required to be provided as part of such services.

4.13.4 "Computer Networking" shall refer to providing servers and appropriate network connections necessary to sustain adequate connection for the computer network required for the ME District 2 to conduct business.

4.13.5 "Computers and Software" shall refer to the actual personal computers, printers, scanners, or copiers required for ME District 2 personnel and the software required for the ME District 2 personnel to conduct business.

4.14 BIOHAZARD WASTE; LINEN SERVICE. Leon County shall be responsible for the payment of the costs incurred for any biohazard waste removal service and linen service as are reasonably necessary for ME District 2 to adequately provide the ME Services required under this Agreement. ME District 2 shall coordinate with Leon County for the provision of such services, and such services shall be conducted in accordance with any and all applicable federal and state laws.

4.15 UTILITIES; HOUSEKEEPING SECURITY. It shall be the responsibility of Leon County, at its expense, to coordinate the provision of any and all service of utilities, and housekeeping, and security as reasonably necessary for ME District 2 to adequately provide the ME Services as required under this Agreement. Such services shall include, but not be limited to:

4.15.1 Electricity, water, sewer, and natural gas;

4.15.2 Janitorial services on a daily basis, excluding weekends and holidays, in only the office area, and excluding those areas designated as the autopsy suite and accessory spaces;

4.15.3 Pest control and upkeep of landscaping and grounds;

4.15.4 L.E.D. light fixtures and replacements thereof;

4.15.5 Electronic security monitoring services and equipment including, but not limited to, monitoring of doors, gates, and other such building access points throughout the Leon County ME Facility, with video monitoring as agreed upon by the Parties.

4.15.6 AFTER HOUR ACCESS: The ME District 2 will provide on-call personnel for the afterhours intake of body deliveries and the admittance of tissue recovery personnel and coordinate with the appropriate agencies and entities.

4.16 COMPLIANCE WITH LAWS. ME District 2 shall comply with all federal, state or local laws, ordinances, building codes, and rules and regulations related to its provision of ME Services on or in the Leon County ME Facility, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of such applicable laws.

4.16.1 With regard to compliance with such laws involving building codes or other matters necessitating repairs or improvements on or in the Leon County ME Facility, ME District 2 shall provide prompt written notice to Leon County of the need for such compliance.

4.16.2 ME District 2 shall be responsible for procuring all permits and licenses required for the transaction of its business in the Leon County ME Facility.

4.17 LICENSE FOR USE OF FACILITY. With regard to ME District 2's Permitted Use, such use shall be deemed to be a license for the use of the Leon County ME Facility and shall not be deemed be a grant of any permanent possessory interest in real property, nor shall this Agreement be construed as conveying any real property interest in the Leon County ME Facility.

Article 5.
Insurance; Indemnification.

5.1 ME DISTRICT 2'S INSURANCE RESPONSIBILITIES. ME District 2 shall assure that, for the duration of this Agreement, insurance is in place which will protect against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by ME District 2, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Agreement, in the minimum coverage and amounts, and subject to the terms and conditions, as follows:

5.1.1 LIABILITY INSURANCE. ME District 2 shall assure that an insurance policy is in place to provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than $1,000,000 per occurrence and a $2,000,000 annual aggregate. Such insurance policy shall include Leon County as an additional insured as provided hereinbelow.

5.1.2 PROFESSIONAL LIABILITY INSURANCE. ME District 2 shall assure that, in accordance with the MEs Act, the District ME and Associate MEs obtain insurance policies to provide professional liability insurance, including errors and omissions, for all ME Services provided by the District ME and Associate MEs, with minimum limits of $1,000,000 per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment of ME Services provided under this Agreement.

5.1.3 WORKERS' COMPENSATION EMPLOYERS' LIABILITY INSURANCE. ME District 2 shall assure that, to the extent such coverage is required by law, an insurance policy is in place to provide workers' compensation insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws, and to provide employer's liability insurance with limits of $500,000 per accident, $500,000 disease policy limit, and $500,000 disease limit for each employee. In lieu of naming Leon County as an additional insured, ME District 2 shall provide to Leon County a waiver of all rights of subrogation against Leon County with respect to losses payable under such workers' compensation policy(ies).

5.1.4 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions applicable to any of the insurance policies required under this Section 5.1 above shall be declared to and approved by Leon County.

5.1.5 LEON COUNTY AS ADDITIONAL INSURED. Leon County, its officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all insurance policies required under this Section 5.1, other than workers' compensation policies.

5.1.6 ME DISTRICT 2'S INSURANCE AS PRIMARY. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by ME District 2, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, the insurance coverages provided pursuant to this Section 5.1 shall be primary insurance with respect to Leon County, its officers, officials, employees, and volunteers. As such, any

insurance or self-insurance maintained by Leon County, its officers, officials, employees, or volunteers shall be excess of such insurance coverages and shall not contribute with it. In such instances when such insurance coverages are primary, ME District 2 hereby waives all rights of subrogation against Leon County with respect to losses payable under such insurance coverages.

5.1.7 CERTIFICATES OF INSURANCE. ME District 2 shall furnish Leon County with certificates of insurance and with any original endorsements evidencing the coverages described herein for any insurance policies carried by ME District 2 and for those of any of its contractors and subcontractors, as applicable pursuant to Section 5.1.9 below. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Leon County prior to the Possession Date, as defined in Section **Error! Reference source not found.**. Leon County reserves the right to require complete, certified copies of all required insurance policies at any time. Each of the required insurance policies shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice has been given to Leon County. All required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.

5.1.8 OTHER ENDORSEMENTS REQUIREMENTS FOR INSURANCE POLICIES. Each of ME District 2's required insurance policies shall contain endorsements for, or otherwise provide, the following:

5.1.8.1 that, to the extent of insurer's limits of liability, ME District 2's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought (provided this provisions shall not apply to ME District 2's insurance policies maintained pursuant to Section 5.1.2 above); and

5.1.8.2 that the companies issuing the insurance policy(ies) shall have no recourse against Leon County for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of ME District 2.

5.1.9 CONTRACTORS OF ME DISTRICT 2. ME District 2 shall assure that any and all of its contractors and subcontractors doing business with ME District 2, including, but not limited to, any private pathology practice providing personnel and administrative services, satisfy one of the following conditions: (i) such contractors and subcontractors shall be included as insureds under any insurance policies carried by ME District 2, or (ii) separate certificates and endorsements shall be furnished for each such contractor and subcontractor in a form meeting the requirements set forth in Sections 5.1.7 and 5.1.8 above.

5.2 LEON COUNTY'S INSURANCE. Leon County shall carry and maintain a broad form commercial general liability insurance, written on an occurrence basis and including contractual liability coverage endorsement covering Leon County's indemnity obligations under this Agreement in limits it reasonably deems appropriate but in no event less than the limits required by ME District 2 pursuant to Section 5.1 above. In addition, Leon County shall carry and maintain property insurance, with replacement cost coverage, covering the Leon County ME Facility in the amount of not less than the full replacement cost thereof with an agreed-value endorsement and without any co-insurance requirements.

5.2.1 Leon County's Insurance as Primary. With regard to claims for injuries to persons or damages to property which do not arise from, or are not in connection with, the performance by ME District 2, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement or claims resulting from the duties of the previous District 2 Medical Examiner or previous Associate Medical Examiners, the insurance coverages provided pursuant to this Section 5.2 shall be primary insurance with respect to ME District 2, its agents, representatives, employees, and/or subcontractors. Leon County hereby waives all rights of subrogation against ME District 2 with respect to losses payable under such insurance coverages.

5.3 WAIVER OF SUBROGATION RIGHTS. Anything in the Agreement to the contrary notwithstanding, Leon County and ME District 2 hereby waive any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, officers, partners, servants, or shareholders for any loss or damage that may occur to the Leon County ME Facility, or any improvements thereto, or any personal property of such party therein by reason of fire, the elements, or any other cause which is insured against under the terms of the fire and extended coverage insurance policies obtained pursuant to this Agreement, or, if any such party fails to maintain the insurances and coverages such party is required to maintain under this Agreement, would have been insured had the applicable party maintained the insurances and coverages such party is required to maintain under this Agreement, regardless of cause or origin, including negligence of the other party hereto, its agents, employees, officers, partners, servants or shareholders, and each party covenants that no insurer shall hold any right of subrogation against such other party.

5.4 ME DISTRICT 2'S INDEMNITY. Without waiving any right to sovereign immunity, ME District 2 agrees to indemnify, defend and hold harmless Leon County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of ME District 2, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees and costs. Leon County may, at its sole option, defend itself or require ME District 2 to provide the defense. Notwithstanding the foregoing, ME District 2 shall not be required to indemnify Leon County with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Leon County or any of the agents or employees of Leon County nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Leon County, or that would have been covered had Leon County maintained the insurance policies Leon County is required to maintain pursuant to the terms of this Agreement. ME District 2 acknowledges that the consideration recited hereinabove contains sufficient consideration of ME District 2's indemnification of Leon County. In addition, and the Parties acknowledge and agree that ME District 2 shall not be liable for claims regarding storage or disposition of unclaimed bodies at the ME Facility as part of Leon County's Policy No. 98-25, "Disposition of Unclaimed and Indigent Bodies"

5.5 LEON COUNTY'S INDEMNITY. Without waiving its right to sovereign immunity, Leon County shall, to the extent allowed by law, indemnify, save harmless, and defend ME District 2 promptly and diligently at Leon County's sole expense from and against any and all claims and demands in connection with any injury or loss of property, personal injury, or death occurring in, on, or about the Leon County ME Facility caused by the negligent or wrongful act or omission of Leon County. Notwithstanding the foregoing, Leon County shall not be required to indemnify ME District 2 with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or

intentional misconduct of ME District 2 or any of the agents or employees of ME District 2 nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies required to be in place pursuant to Section 5.1 above, or would have been covered had such insurance policies been in place as required. In addition, the Parties acknowledge and agree that, pursuant to the MEs Act, Leon County shall not be liable for any acts of the District ME or Associate MEs not within the scope of their official duties.

5.6 REMEDIES CUMULATIVE. Except as otherwise provided herein, the rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which the Parties hereto may otherwise have at law or in equity. Nothing herein shall be construed to require any of the Parties hereto to elect among remedies.

5.7 SURVIVAL. The provisions of this Article 5 shall survive the expiration or earlier termination of this Agreement.

Article 6.
Records; Records Retention; Audits

6.1 ME RECORDS. For purposes of this Agreement, and to be consistent with the definition of public records contained in Section 119.011, Florida Statutes, the term "ME Records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by ME District 2. With regard to ME Records, the following terms and conditions shall apply:

6.1.1 The Parties acknowledge and agree that, with regard to the duties and responsibilities associated with the management of ME Records, ME District 2 shall conduct itself as an "agency" as that term is defined in Section 119.011, Florida Statutes.

6.1.2 ME District 2 shall comply with all federal and state laws and rules related to the management of ME Records including, but not limited to, Chapter 119, Florida Statutes, pertaining to public records, Chapter 406, Florida Statutes, pertaining to maintenance of records and exemptions, and Rule 11G-2, Florida Administrative Code, regarding the management of records and exemptions.

6.1.3 Leon County maintains various public records for the District 2 Medical Examiner's Office including photographs, electronic documents, and emails) and shall comply with all federal and state laws and rules related to the management of ME Records including, but not limited to, Chapter 119, Florida Statutes, pertaining to public records.

6.1.4 ME District 2, with regard to any contract for services entered into with an individual, partnership, corporation, or business entity, shall comply with the provisions of Section 119.0701, Florida Statutes, pertaining to such contractor's compliance with public records laws. For purposes of compliance with said statute, the Parties acknowledge and agree that ME District 2 shall conduct itself as a "public agency" as that term is defined therein.

6.2 RETENTION OF ME RECORDS. ME District 2, with regard to its ME Records, shall comply with Section 119.021, Florida Statutes, pertaining to custodial requirements and the maintenance, preservation, and retention of ME Records which includes, but is not limited to,

compliance with the General Records Schedule GS2 for District Medical Examiners adopted by the Division of Library and Information Services of the Department of State pursuant to Section 119.021(2)(a), Florida Statutes.

6.3 AUDITS. ME District 2 shall establish and maintain its ME Records in accordance with generally accepted accounting procedures and practices to sufficiently and properly reflect all revenues and expenditures of funds provided by the Leon County under this Agreement. Furthermore, the Parties acknowledge and agree that any and all ME Records shall be subject at all reasonable times to audit by personnel duly authorized by Leon County and, to the extent necessary to assure the appropriate use of public funds, ME District 2 shall be subject to audit by such authorized personnel. For purposes of this Agreement, the term "audit" shall have the same meaning as defined in Section 11.45, Florida Statutes.

Article 7.
Miscellaneous Provisions.

7.1 FUNDING. The County shall pay the fees, salaries, and expenses of ME District 2 in accordance with the terms of this Agreement and the requirements of Sections 406.06 and 406.08, Florida Statutes.

7.2 TERMINATION. With regard to any termination of this Agreement, the Parties acknowledge and agree that (i) notwithstanding such termination, the MEs Act would require ME District 2 to continue providing ME Services and would require Leon County to continue paying compensation and fees for such services, (ii) ME District 2 would require continued uninterrupted use of a facility to provide its ME Services to Leon County and the Other District Counties, and (iii) that any failure of the District ME or Associate MEs to perform their duties or to meet the required standards of care as prescribed by law would be a determination to be made by the MEs Commission rather than by Leon County. As such, any termination of this Agreement shall be subject to the following terms and conditions:

7.2.1 Either Party Termination Without Cause. Either Party may terminate this Agreement without cause by giving notice to the other Party no later than ninety (90) days before the effective date of such termination. ME District 2 shall, on or before the termination date, vacate the Leon County ME Facility unless arrangements for its continued use have been provided for in a new agreement. Notwithstanding either Party's termination, ME District 2 shall continue to provide ME Services and Leon County shall continue to pay compensation and fees for such services as required in the MEs Act.

7.2.2 Leon County Termination For Cause. Leon County may terminate this Agreement for cause, subject to the following terms and conditions:

7.2.2.1 Any such termination resulting from the failure of the District ME or Associate MEs to perform their duties or to meet the required standards of care shall, before becoming effective, require a determination by the MEs Commission that such a failure has occurred. Upon the Parties' receipt of notification that such determination has been made by the MEs Commission, Leon County may proceed with its termination to be effective thirty (30) days thereafter. However, if, prior to the effective date of termination, ME District 2 cures such failure to the satisfaction

of Leon County, the termination process shall cease and this Agreement shall continue in full force and effect.

7.2.2.2 Any termination for cause resulting from some act other than a failure of the District ME or Associate MEs to perform their duties or to meet the required standards of care shall proceed by giving notice to ME District 2 no later than thirty (30) days before the effective date of such termination. However, if, prior to the effective date of termination, ME District 2 cures such failure to the satisfaction of Leon County, the termination process shall cease and this Agreement shall continue in full force and effect.

7.2.2.3 If ME District 2 fails to reach a satisfactory cure, it shall, on or before the termination date, vacate the Leon County ME Facility unless arrangements for its continued use have been provided for in a new agreement. Notwithstanding Leon County's termination, ME District 2 shall continue to provide ME Services and Leon County shall continue to pay compensation and fees for such services as required in the MEs Act.

7.2.3 ME District 2 Termination For Cause. Except as provided in Section 3.3 above or otherwise in this Agreement, ME District 2 may terminate this Agreement for cause by giving notice to Leon County no later than thirty (30) days before the effective date of such termination. However, if, prior to the effective date of termination, Leon County cures such failure to the satisfaction of ME District 2, the termination process shall cease and this Agreement shall continue in full force and effect. If Leon County fails to reach a satisfactory cure, ME District 2 shall, on or before the termination date, vacate the Leon County ME Facility unless arrangements for its continued use have been provided for in a new agreement. Notwithstanding ME District 2's termination, ME District 2 shall continue to provide ME Services and Leon County shall continue to pay compensation and fees for such services as required in the MEs Act.

7.3 INDEPENDENT CONTRACTOR STATUS. Leon County and ME District 2 acknowledge and agree that ME District 2 shall provide the ME Services as required under this Agreement as an independent contractor and in no event shall ME District 2 nor any employees or sub-contractors under it be considered for any purpose employees, agents, or partners of Leon County, nor shall the relationship of the Parties be considered a joint venture.

7.4 INTERPRETATION. The captions of the Paragraphs of this Agreement are to assist the Parties in reading this Agreement and are not a part of the terms or provisions of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of ME District 2 the term "ME District 2" shall include ME District 2's agents, employees, contractors, subcontractors, invitees, successors or others using the Leon County ME Facility with ME District 2's expressed or implied permission. This Agreement shall not be construed more or less favorably with respect to either party as a consequence of the Agreement or various provisions hereof having been drafted by one of the Parties hereto.

7.5 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Agreement contains and embodies the entire agreement of the Parties hereto with respect to the

matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent, representations, inducements or other agreements, oral or in writing with respect to such matters. No representations, inducements or agreements, oral or in writing, between the Parties with respect to such matters, unless contained in this Agreement, shall be of any force or effect. No amendment, modification, or other revision to this Agreement shall be valid unless contained in a written document duly executed by Leon County and ME District 2.

7.6 NOTICES. Any notice or document required or permitted to be delivered by the terms of this Agreement, other than routine notice of maintenance or repair needs, shall be delivered as follows:

7.6.1 Any of the following forms are delivery are acceptable:

7.6.1.1 by hand delivery;

7.6.1.2 by certified mail, return receipt requested; or

7.6.1.3 by guaranteed overnight delivery service.

7.6.2 Notices to ME District 2 shall be delivered to the address specified in the introductory paragraph of this Agreement, with a copy to the following:

JON R THOGMARITN, MD, PA
10900 ULMERTON RD
LARGO, FL 33778
Attn: Administrator

7.6.3 Notices to Leon County shall be delivered to:

Office of Human Services & Community Partnerships
Attention: Director
615 Paul Russel Road
Tallahassee, FL 32301

With copies delivered to:

Office of Financial Stewardship
Attention: Director
301 South Monroe Street, Suite 202
Tallahassee, FL 32301

Office of Resource Stewardship
Attention: Director
1907 South Monroe Street
Tallahassee, FL 32301

Leon County Attorney's Office
Attn: County Attorney
301 S. Monroe Street, Suite 202
Tallahassee, FL 32301

7.6.4 All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

7.7 WAIVERS. All waivers must be in writing and signed by the waiving Party. Leon County's failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent Leon County from enforcing that provision or any other provision of this Agreement in the future. No statement on a payment check from ME District 2 or in a letter accompanying a payment check shall be binding on Leon County. Leon County may, with or without notice to ME District 2, negotiate such check without being bound to the conditions of such statement.

7.8 FORCE MAJEURE. The performance by either Party to this Agreement of its obligations shall be excused by delays attributable to events beyond that Party's control for a period of time that is sufficient for the Party to perform its obligations after the cessation of the force majeure event acting in a diligent, commercially reasonable manner. Events beyond a Party's control include, but are not limited to, acts of the other party, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government regulation or restriction including extraordinary delay in the issuance of any permit, and unusually inclement weather conditions. Events beyond a Party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing Party, or problems that can be satisfied by the payment of money.

7.9 FLORIDA LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7.10 COUNTERPART. This Agreement may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

7.11 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and all provisions contained herein.

7.12 WAIVER OF TRIAL BY JURY. Leon County and ME District 2 each hereby knowingly, intentionally and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Agreement.

7.13 RIDERS AND EXHIBITS. All Riders, Addenda and Exhibits attached hereto and executed both by Leon County and ME District 2 shall be deemed to be a part of this Agreement and are hereby incorporated.

7.14 ME DISTRICT 2 ASSIGNMENT. ME District 2 shall not assign this Agreement, in whole or in part without the prior written consent of Leon County, which consent shall not be

unreasonably withheld, conditioned or delayed. In no event shall ME District 2 be released from any obligation or liability under this Agreement following any such assignment or sublease.

7.15 LEON COUNTY ASSIGNMENT. Leon County shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Agreement. Any such sale, transfer or assignment shall operate to release Leon County from any and all liability under this Agreement arising after the date of such sale, assignment or transfer.

7.16 BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns (subject to the restrictions on assignment set forth in the Agreement).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, ME District 2 and Leon County have caused this Agreement to be duly executed as of the date first above written.

LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

By: _____
Vincent S. Long
Its County Administrator

Date: _____

Approved as to Legal Sufficiency:
Chasity H. O'Steen County Attorney
Leon County Attorney's Office

By: _____
Kyle L. Kemper, Esq.
Assistant County Attorney

ATTEST:
Gwendolyn Marshall Knight, Clerk of Court & Comptroller, Leon County, Florida

By: _____

_____
(print name)

MEDICAL EXAMINER DISTRICT 2, a Florida independent statutory entity pursuant to Chapter 406, Florida Statutes

By: _____
Jon Thogmartin, M.D., in his official capacity as Interim District Medical Examiner

Date: _____

JON R. THOGMARTIN, M.D., P.A., a Florida profit corporation

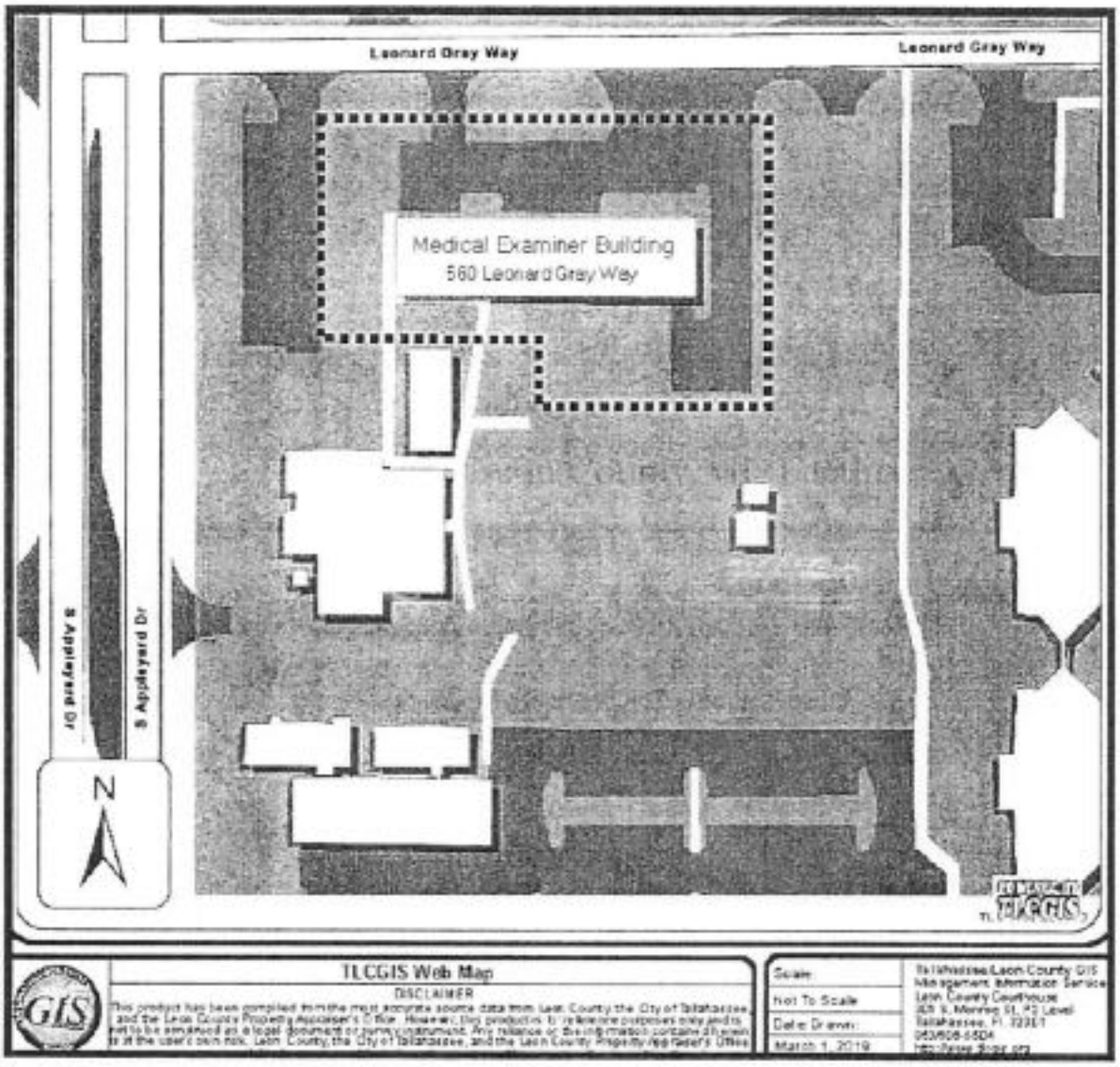
By: _____
Jon Thogmartin, M.D., Director

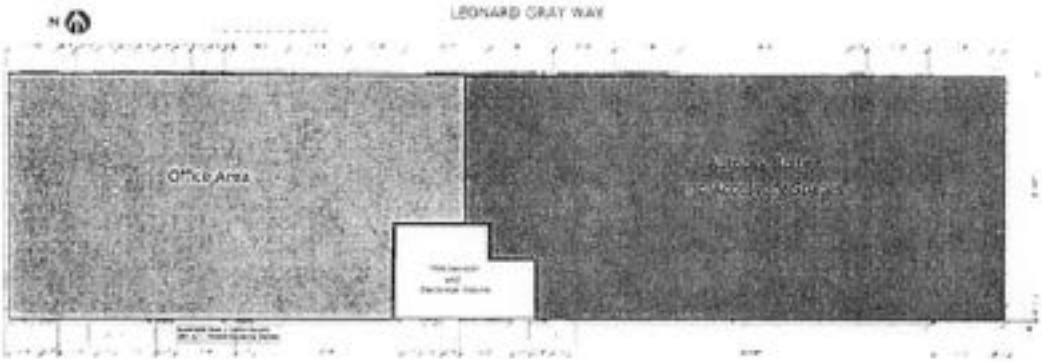
Date: _____

Exhibit "A"

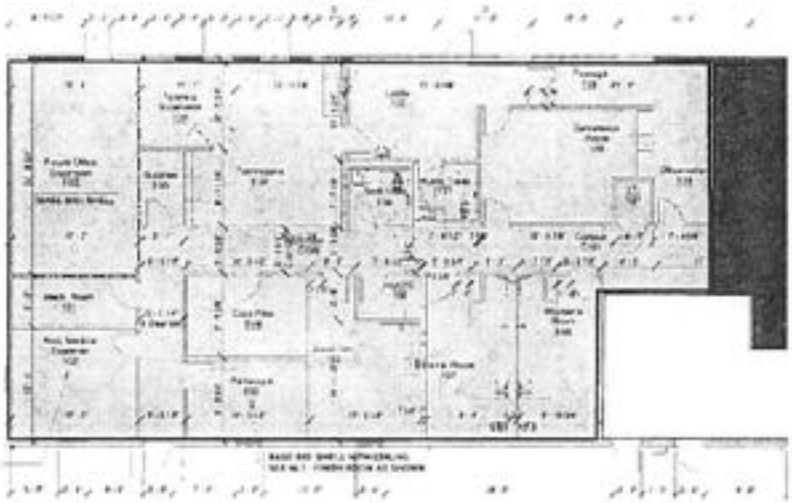
Leon County ME Facility
Site Map

Leon County ME Facility





Office Area



Autopsy Suite and Accessory Spaces

DISTRICT 2 MEDICAL EXAMINER
MASTER FEE SCHEDULE 2022

Autopsy	
Autopsy fee	$2295
*Use of Morgue Facilities	$850
M.E. Cases (w/o autopsy)	
External Examination	$871
Use of morgue facilities	$850
Limited Investigation (Death Certificate only)	$200
Limited Investigation (e.g. bone ID)	$92
Cremation Authorizations	
Billed and collected by M.E.	$47
Billed to county	$30
Potential Additional Charges:	
Toxicology handling fee-Per Case	$35
Body transport invoice handling fee	$35
X-Rays (per view)	$55
Laboratory and outside services	At Cost
Tissue Recovery Fees	
Use of Morgue Facilities-Cornea	$100
Use of Morgue Facilities-Tissue	$500
Afterhours access Tissue/Cornea (to M.E.)	$100
Testimony/Expert Witness Fees	
Criminal Per Hour (minimum one hour)	$241
Civil Cases Per Hour (min one hour)	$500
Private autopsy	
Autopsy fee	$2295
Use of morgue facilities	$850
Record review fee	$500

LEVENSON & ASSOCIATES

ATTORNEYS AT LAW

125 BROAD STREET, SW

ATLANTA, GEORGIA 30303

LOUIS LEVENSON*
LORI CHRISTMAN**
CHRIS WILLIAMS

* Also admitted in New York, South Carolina and Texas
**Also admitted in Florida

TELEPHONE
(404) 659-5000

FACSIMILE
(404) 659-1355

http://www.levensonlaw.com
Writer's email: louis@levensonlaw.com

June 6, 2022

Franklin County Commissioners
Franklin County Courthouse
33 Market Street
Suite 305
Apalachicola, Florida 32320

State Attorney's Office
Franklin County Courthouse Annex
34 Forbes Street, Suite 3
Apalachicola, Florida 32320

Re: Undeveloped land on Dog Island, FL/Unit 2, Block 13 – Lot 3, Franklin County, FL

Estate of Linda Anne White, Deceased
Probate Court of Fulton County
Estate Number; PC-2018-000187
Date of Death: January 31, 2021
Letters of Testamentary issued on July 23, 2021

Dear Franklin County,

Please be advised that I represent James Lloyd White, Executor for the Estate of Linda Ann White, Deceased.

Mr. White's sister, Linda Anne White, whose place of domicile was Atlanta, Fulton County, Georgia departed this life on January 31, 2021. While alive, Ms. Linda Ann White duly made and published a last will and testament dated January 6, 2018, which was offered for probate in solemn form with the Probate Court of Fulton County, Georgia. My client, James Lloyd White, is the named and duly appointed Executor of said Will.

For your review, I am enclosing herewith a copy of Linda Anne White's Last Will and Testament and a copy of James Lloyd White's Letters of Testamentary.

Pursuant to Article III, Paragraph 3.4 of Linda Anne White's Last Will and Testament, Ms. White has instructed her Executor to donate all of her interest in and to the undeveloped land she owns on

Dog Island, Florida in Franklin County together with all property and casualty insurance policies (including prepaid premiums thereon) to the County to be used as land for a Natural Wildlife Refuge.

Article III, Paragraph 3.4, reads as follows:

3.4 Raw Land- Dog Island, Florida. Upon my death, all of my right, title and interest in and to the undeveloped land that I own on Dog Island, Florida in Franklin County together with all property and casualty insurance policies (including prepaid premiums thereon) with respect to such land in force at my death shall be donated to the County to be used as land for a Natural Wildlife Refuge.

Upon receipt of this letter, I ask that you consult with your legal representative, director, financial advisor and/or person responsible for planned gifts and have that person contact me directly so my office can assist in the transfer of this property.

If you have any questions, please do not hesitate to contact me at (404) 659-5000 or email me at louis@levensonlaw.com.

Sincerely,

LOUIS LEVENSON

Enclosures
Cc: James Lloyd White, Executor

Last Will and Testament of Linda Anne White

I, **LINDA ANNE WHITE** of Fulton County, Georgia, being of sound and disposing mind and memory, do hereby revoke all Wills and Codicils heretofore made by me and do hereby make, publish and declare this to be my Last Will and Testament, in manner and form following:

ARTICLE I
Identification of Family

1.1 Marital Status: I am not married.

1.2 Identification of Children. I do not have children.

ARTICLE II
Appointment and Bond of Fiduciaries

2.1 Appointment of Executor. I nominate, designate and appoint my brother JAMES LLOYD WHITE of Tuscaloosa, Alabama as Executor of this Will. In the event that JAMES LLOYD WHITE is unable or unwilling to serve as the Executor of my estate, I nominate, designate and appoint my sister SUSAN CHASE of Humbolt, Tennessee as the first alternate to be named Executrix and my niece LAUREN SCHKABLA of Canton, Georgia as the second alternate to serve as Executrix. My Executor shall have the authority to name alternate or an ancillary Executor or other fiduciaries as necessary.

2.2 Executor Fees. Any Executor of my estate shall be entitled to their reasonable expenses related to my estate including travel expenses and any related administrative cost. In addition, any fiduciary may charge my estate a reasonable fee for services to my estate.

2.3 Waiver of Bond. No fiduciary at any time acting hereunder shall be required to give any bond or other security for the faithful performance of his duties as such fiduciary but, if such bond is required, no surety shall be required thereon.

2.4 Accounting. No fiduciary at any time acting hereunder shall, at any time, be required to make any current or final reports, inventories or accounting to any court unless specifically requested to do so in a writing received by an intended beneficiary.

2.5 Advertisements Waived. In the sale, exchange and disposal of my property whether public or private, for cash or on terms, it shall not be necessary for my Executor to obtain court approval or make advertisements.

L A White Initials

2.6 Liability of Fiduciary. No fiduciary who is a natural person shall, in the absence of fraudulent conduct or bad faith, be liable individually to any beneficiary of my estate or any trust estate, and my estate or the trust estate shall indemnify such natural person from any and all claims or expenses in connection with or arising out of that fiduciary's good faith actions or nonactions as the fiduciary, except for such actions or nonactions which constitute fraudulent conduct or bad faith.

ARTICLE III
Specific Bequests/Direction

3.1 Personal Effects. . Except for the specific gifts I may identify as part of a personal effects letter as described in Section 3.2, I direct my Executor to liquidate all of my vehicles, furniture, household furnishings, books, china, jewelry, watches, wearing apparel and all other articles of household or personal use which I own at my death and distribute the proceeds with the residuary of my estate.

3.2 Specific Bequests - Personal Effects Letter. I may leave a list of bequests of personal effects with my will. In the event I do leave such a list it is my desire and request that my Executrix distribute the personal effects so listed in accordance with my wishes as set out in the list. However, I recognize that this request is not legally binding and that such a list is not considered a legal part of this Will. If no list exists at the time of my death, all of my personal effects shall be distributed in accordance with Section 3.1 as outlined above.

3.3 Residence. Upon my death, all of my right, title and interest in and to any residence I own together with all property and casualty insurance policies (including prepaid premiums thereon) with respect to such residence in force at my death shall be distributed to KEVIN MURRAY of Atlanta, Georgia so long as he survives me by at least 30 days, and if he predeceases me, then my residence shall be liquidated and the proceeds distributed with the residuary of my estate.

3.4 Raw Land – Dog Island, Florida. Upon my death, all of my right, title and interest in and to the undeveloped land that I own on Dog Island, Florida in Franklin County together with all property and casualty insurance policies (including prepaid premiums thereon) with respect to such land in force at my death shall be donated to the County to be used as land for a Natural Wildlife Refuge.

3.5 Property located in Tennessee. Upon my death, all of my right, title and interest in and to any property that I own in Tennessee along all property and casualty insurance policies (including prepaid premiums thereon) with respect to such property in force at my death shall be distributed to those of my nieces and nephews who survive me in equal shares, share and share alike. If any property has income producing revenue from the resources on the property, the share of the income customarily sent to me shall be distributed to my nieces and nephews.

Initials

3.6 Residuary Estate. All the rest, residue and remainder of my property of every kind and description, and wherever located, including any lapsed or void legacy or devise, I give, devise and bequeath to in fee simple without condition or limitation as follows:

50% shall be distributed in equal shares to charities that support public broadcasting and wildlife preservation – specifically environmental preservation leading to wildlife protection. The gifts to these charities shall be unrestricted.

50% of my residuary estate shall be distributed in equal shares to those of my living and attainable nieces and nephews.

ARTICLE IV
Construction

4.1 Number and Gender. As used herein, wherever the context and facts require such construction, the singular and plural shall include the other and the masculine, feminine and neuter shall each include the others.

4.2 Successor. As used herein, wherever the context and facts require such construction, any reference to a fiduciary shall mean, include and refer to a successor to such fiduciary.

4.3 Survivorship. Except as otherwise expressly provided herein to the contrary, in the event any beneficiary's right to receive any property hereunder is dependent on the survivorship of some person and such beneficiary shall die within thirty (30) days after the death of such person, such beneficiary shall be deemed not to have survived such person.

4.4 Headings. The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

4.5 Interpretation. Unless otherwise provided herein to the contrary, this document shall be construed and administered and the validity thereof determined in accordance with the laws of the State of Georgia, as indicated on the first page hereof.

ARTICLE V
Administration of Estate

5.1 Survivorship Property. All bonds, bank accounts, savings accounts and similar property in which I have any interest or ownership but which are by their terms payable upon my death to another person as survivor shall be the sole property of such other person and my Executor shall not make any claim that such property is a portion of my estate.

5.2 Powers of Executor. In addition to the authority conferred upon my Executor by law, my Executor is hereby granted full, absolute and complete powers, without any order of court, to retain, sell at public or private sale, convey, mortgage, exchange, pledge or otherwise dispose of, all or any portion of my estate for such prices, to such persons and upon such terms as my Executor may

L A White Initials

deem necessary or proper, and to compromise and settle all claims in favor of or against my estate; provided, however, that the foregoing powers shall not be applicable to any property hereinbefore specifically devised or bequeathed. My Executor is hereby authorized to pay all storage, packing, shipping, insurance and other related charges relative to the distribution of any tangible personal property in my estate. My Executor is expressly authorized to postpone final distribution of my estate pending the release of any tax lien and the final determination of all tax liabilities in connection with my estate.

5.3 Meaning of Executor. Wherever reference is made herein to my "Executor", such reference shall be deemed to include without limitation the plural thereof, wherever the context and facts require, any and all successor Executores at any time qualified to act and acting as Executor of my Will any and all Administrators with the Will annexed for the time being in office.

5.4 Powers, Rights, and Duties of Successors. Each successor fiduciary appointed hereunder shall, immediately upon qualifications, be vested with all powers, rights and duties as if originally named herein. A designated successor fiduciary shall fill a vacancy caused by the death, resignation, failure or inability to act of his predecessor, and further designated successors shall serve to fill further vacancies, if any.

5.5 Ancillary Administration. In the event it is deemed necessary to have administration of my estate in any state other than the state in which I am domiciled at my death and no individual appointed as an Executor under this Last Will and Testament is able to qualify in such other state, then I direct the Executor authorized to act in the state of my said domicile to nominate a person or a corporation to serve as ancillary Administrator to complete the settlement and administration of my estate in such other state as soon as practicable. Such ancillary Administrator shall act or refrain from acting, so far as permitted by law, upon the written instruction of the Executor appointed in the state of my said domicile and if, at any time, any assets shall come into the hands of such ancillary Administrator which can be transferred to the Executor appointed in the state of my domicile, such assets shall be so transferred by such ancillary Administrator as soon as practicable. Subject to the above limitations, such ancillary Administrator shall have all of the rights, powers, and authorities herein granted to the Executor appointed in the state of my said domicile.

5.6 Saving Clause. If any court of competent jurisdiction invalidates any portion of this Will or otherwise finds any provision unenforceable, such finding shall not be construed as invalidating the entirety of this Will and all remaining provisions shall remain in legal force and effect.

5.7 Change in Domicile. In the event that, at my death, my domicile shall be other than as indicated on the first page of this Will, the name of such other domicile shall be substituted for the state indicated on the first page of this Will.

5.8 Informal Administration. My Executor shall have the right to administer my estate using "informal", "unsupervised", or "independent" probate or equivalent legislation designed to operate without unnecessary intervention by the probate court.

Initials

ARTICLE VI
Disposition of Remains

6.1 Cremation. I direct that my body be cremated. My Executor shall make arrangements for a memorial service paid for with proceeds from my estate. My Executor shall have complete discretion regarding the final disposition of my remains, with my preference being that my ashes be scattered in a place of nature where a stream passes through the area.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to this, my separate and independent Last Will and Testament not made in concert or agreement with any other person, written on these 5 pages, each preceding page being initialed by me in the margin, this the 6th day of January, 2018.

Linda Anne White (SEAL)
LINDA ANNE WHITE

The foregoing instrument was signed, sealed, declared and published by LINDA ANNE WHITE for her Last Will and Testament, in the presence of us and each of us, and we at the same time, at her request, in the testator's presence and in the presence of each other, have hereunto subscribed our names as attesting witnesses the day and year above set forth.

Witness: Jamie A Benton
Address: Lilburn, GA.

Witness: Janet L Boyle
Address: Atlanta, GA

LAW Initials

Affidavit

State of Georgia **County of Fulton**

Before me, the undersigned authority, on this day personally appeared the testator,

Linda Anne White

and witnesses (in printed form):

1) Jamie Ann Berken 2) Janet L Bogle

whose names are subscribed to the annexed or forgoing instrument in their respective capacities, and all of said persons being by me duly sworn, LINDA ANNE WHITE, testator, declared to me and to these witnesses in my presence that said instrument is the testator's Last Will and Testament and that the testator willingly made and executed it as a free act and deed for the purposes therein expressed.

The witnesses, each on their oath, stated to me in the presence and hearing of the testator that the testator had declared to them that the instrument is the testator's Last Will and Testament and that the testator executed the same as such and wanted each of them to sign it as a witness; and upon their oath, each witness stated further that the witness did sign the same as a witness in the presence of the testator and in the presence of each other and at the testator's request; that the testator was at that time of lawful age and of sound mind and memory and there was no evidence of undue influence. The deponents make this affidavit at the request of the testator who is at least 14 years of age and each of the witnesses was of lawful age, at least 18 years of age at the time of signing.

(Testator Seal) Linda Anne White

LINDA ANNE WHITE

Signature of Affiants and Witnesses to the Testator's Seal:

1) Jamie Ann Berken 2) Janet L Bogle

Sworn to and subscribed before me this the 6th day of JANUARY, 2018.

Donald E. Berken

Donald E. Berken

Notary Public, My Commission Expires March25, 2018.

DONALD E. BERKEN NOTARY PUBLIC FULTON COUNTY, GEORGIA

IN THE PROBATE COURT OF FULTON COUNTY
STATE OF GEORGIA

IN RE: ESTATE OF	)	
	)	
Linda Anne White,	)	ESTATE NO. PC-2018-000187
DECEASED	)	

LETTERS TESTAMENTARY
(Relieved of Filing Returns)

At a regular term of Probate Court, the Last Will and Testament dated **January 6, 2018** and Codicil(s) dated **n/a** of the above-named Decedent, who was domiciled in this County at the time of his or her death or was domiciled in another state but owned property in this County at the time of his or her death, was legally proven in **Solemn** Form to be the Decedent's Will and was admitted to record by order, and it was further ordered that **James Lloyd White**, named as Executor(s) in said Will, be allowed to qualify, and that upon so doing, Letters Testamentary be issued to such Executor(s).

THEREFORE, the Executor(s), having taken the oath of office and complied with all necessary prerequisites of the law, is/are legally authorized to discharge all the duties and exercise all powers of Executor(s) under the Will of said Decedent, according to the Decedent's Will and the law.

Given under my hand and official seal, the 23rd day of July, 2021.

Kenya M. Johnson
Kenya M. Johnson
Judge of the Fulton County Probate Court

NOTE: The following must be signed if the Judge does not sign the original of this document:

Issued by:

Makayla Stokes
Clerk of the Probate Court - Makayla Stokes

(Seal)

Court Docketing Code W10 C.F. or **W11 S.F.**

Recorded in Letters of Testamentary Book 263 Page 155

CERTIFICATION OF COPY

This document consisting of 1 page(s) + back is hereby certified to be a true copy of an original document on file in the Probate Court of Fulton County, Georgia. In witness whereof, I have hereto set my official signature and affixed the seal of the Probate Court, at the County and State aforesaid on July 23 2021.

Makayla Stokes
Makayla Stokes, Clerk Fulton County Probate Court

GEORGIA DEATH CERTIFICATE

State File Number 2021GA000007966

1. DECEDENT'S LEGAL FULL NAME (First, Middle, Last) LINDA ANNE WHITE	1a. IF FEMALE, ENTER LAST NAME AT BIRTH WHITE	2. SEX FEMALE	2a. DATE OF DEATH (Mo., Day, Year) ACTUAL DATE OF DEATH 01/31/2021

3. SOCIAL SECURITY NUMBER 411-74-6805	4a. AGE (Years) 77	4b. UNDER 1 YEAR Mos.	Days	4c. UNDER 1 DAY Hours	Mins.	5. DATE OF BIRTH (Mo., Day, Year) 04/11/1943

6. BIRTHPLACE VIRGINIA	7a. RESIDENCE - STATE ALABAMA	7b. COUNTY TUSCALOOSA	7c. CITY, TOWN TUSCALOOSA

7d. STREET AND NUMBER 1401 TEAL CIRCLE	7e. ZIP CODE 35405	7f. INSIDE CITY LIMITS? YES	8. ARMED FORCES? NO

8a USUAL OCCUPATION ASSOCIATE DIRECTOR OF PROFFESSIONAL PRACTICES	8b. KIND OF INDUSTRY OR BUSINESS PUBLIC EDUCATION

9. MARITIAL STATUS NEVER MARRIED	10. SPOUSE NAME	11. FATHER'S FULL NAME (First, Middle, Last) RALPH COLES WHITE

12. MOTHER'S MAIDEN NAME (First, Middle, Last) EVELYN LOUISE DOTSON	13a. INFORMANT'S NAME (First, Middle, Last) SUSAN W CHASE	13b. RELATIONSHIP TO DECEDENT SISTER

13c. MAILING ADDRESS 26 FORKED OAK LANE HUMBOLDT TENNESSEE 38343	14. DECEDENT'S EDUCATION MASTER'S DEGREE

15. ORIGIN OF DECEDENT(Spanish/Hispanic/Latino) NO, NOT SPANISH/HISPANIC/LATINO	16. DECEDENT'S RACE (White, Black, American Indian, etc.) (Specify) WHITE

17a. IF DEATH OCCURRED IN HOSPITAL	17b. IF DEATH OCCURRED OTHER THAN HOSPITAL (Specify) NURSING HOME-LONG TERM CARE FACILITY

18. HOSPITAL OR OTHER INSTITUTION NAME (If not in either give street and no.) THE MEMORY CENTER ATLANTA	19. CITY, TOWN or LOCATION OF DEATH JOHNS CREEK	20. COUNTY OF DEATH FULTON

21. METHOD OF DISPOSITION (specify) CREMATION	22. PLACE OF DISPOSITION NORTHSIDE CHAPEL CREMATORY 12050 CRABAPPLE ROAD ROSWELL GEORGIA 30075	23. DISPOSITION DATE (Mo., Day, Year) 02/01/2021

24a. EMBALMER'S NAME	24b. EMBALMER LICENSE NO.	25. FUNERAL HOME NAME NORTHSIDE CHAP FUNERAL DIRS

25a. FUNERAL HOME ADDRESS
12050 CRABAPPLE ROAD ROSWELL GEORGIA 30075

26a. SIGNATURE OF FUNERAL DIRECTOR BROC FISCHER	26b. FUN. DIR. LICENSE NO 3996	AMENDMENTS
27. DATE PRONOUNCED DEAD (Mo., Day, Year) 01/31/2021	28. HOUR PRONOUNCED DEAD 10:36 AM	

29a. PRONOUNCER'S NAME JODI BENSLEY	29b. LICENSE NUMBER	29c. DATE SIGNED 01/31/2021

30. TIME OF DEATH 10:36 AM	31. WAS CASE REFERRED TO MEDICAL EXAMINER UNKNOWN

32. Part I. Enter the chain of events-diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, Or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.

		Approximate interval between onset and death
IMMEDIATE CAUSE (Final disease or condition resulting in death)	A. RESPIRATORY FAILURE	UNKNOWN
	Due to, or as a consequence of B. CARDIAC ARREST	UNKNOWN
	Due to, or as a consequence of C. COVID 19	UNKNOWN
	Due to, or as a consequence of D.	

Part II. Enter significant conditions contributing to death but not related to cause given in Part 1A. *If female, indicate if pregnant or birth occurred within 90 days of death.*	33. WAS AUTOPSY PERFORMED? UNKNOWN	34. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?

35. TOBACCO USE CONTRIBUTED TO DEATH UNKNOWN	36. IF FEMALE (range 10-54) PREGNANT NOT PREGNANT WITHIN THE PAST YEAR	37. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED (Specify) NATURAL

38. DATE OF INJURY (Mo., Day, Year)	39. TIME OF INJURY	40. PLACE OF INJURY (Home, Farm, Street, Factory, Office, Etc.) (Specify)	41. INJURY AT WORK? (Yes or No)

42. LOCATION OF INJURY *(Street, Apartment Number, City or Town, State, Zip, County)*

43. DESCRIBE HOW INJURY OCCURRED	44. IF TRANSPORTATION INJURY

45. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Medical Certifier (Name, Title, License No.) AMAR MOHAN, MD, 066631	46. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner/Coroner (Name, Title, License No.)

45a. DATE SIGNED (Mo., Day, Year) 02/03/2021	45b. HOUR OF DEATH 10:36 AM	46a. DATE SIGNED (Mo., Day, Year)	46b. HOUR OF DEATH

47. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH
AMAR MOHAN SMITH STREET P.O. BOX 5856 ATLANTA GEORGIA 31107

48.REGISTRAR (Signature) /S/ CHRISTOPHER JP HARRISON	49. DATE FILED - REGISTRAR *(Mo., Day, Year)* 02/04/2021

Form 3903 (Rev. 04/2012), GEORGIA DEPARTMENT OF PUBLIC HEALTH

THIS IS TO CERTIFY THAT THIS IS A TRUE REPRODUCTION OF THE ORIGINAL RECORD ON FILE WITH THE STATE OFFICE OF VITAL RECORDS, GEORGIA DEPARTMENT OF PUBLIC HEALTH. THIS CERTIFIED COPY IS ISSUED UNDER THE AUTHORITY OF CHAPTER 31-10, CODE OF GEORGIA AND 511-1-3 DPH RULES AND REGULATIONS.

Christopher J. Harrison

STATE REGISTRAR AND CUSTODIAN
GEORGIA STATE OFFICE OF VITAL RECORDS

COUNTY CUSTODIAN: Archie Bonita

ISSUED BY: Leticia Garcia

DATE ISSUED: FEB 04 2021

Any reproduction of this document is prohibited by statute. Do not accept unless embossed with a raised seal.
VOID IF ALTERED OR COPIED

qPublic.net™ Franklin County, FL

Parcel Summary

Parcel ID	06-08S-04W-5262-0013-0030
Location Address	321 LUBBERS LANE
Brief Tax Description	UNIT 2 BLK 13 LOT 3 DOG ISLAND OR/115/19 (Note: Not to be used on legal documents.)
Property Use Code	VACANT (000000)
Sec/Twp/Rng	6-8S-4W
Tax District	DOG ISLAND (4)
Millage Rate	14.5541
Acreage	0.413
Homestead	N

View Map

Owner Information

Primary Owner
WHITE LINDA ANN
PO BOX 70265
TUSCALOOSA, AL 35407

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
000009 - DI INTERRIOR	1	UT	100	180

Valuation

	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values
Building Value	$0	$0	$0	$0	$0
Extra Features Value	$0	$0	$0	$0	$0
Land Value	$22,000	$22,000	$22,000	$22,000	$22,000
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	$22,000	$22,000	$22,000	$22,000	$22,000
Assessed Value	$22,000	$22,000	$22,000	$22,000	$22,000
Exempt Value	$0	$0	$0	$0	$0
Taxable Value	$22,000	$22,000	$22,000	$22,000	$22,000
Maximum Save Our Homes Portability	$0	$0	$0	$0	$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

TRIM Notice 2021

2021 TRIM Notice (PDF)

TRIM Notice 2020

2020 TRIM Notice (PDF)

TRIM Notice 2019

2019 TRIM Notice (PDF)

No data available for the following modules: Building Information, Extra Features, Sales, Sketches.

Franklin County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the tax roll, not certified land. Adjustments may be made before the roll is certified.

Developed by Schneider GEOSPATIAL

qPublic.net™ Franklin County, FL

Overview

Legend

- Parcels
- Roads
- City Labels

Parcel ID	06-08S-04W-5262-0013-0030	**Alternate ID**	04W08S06526200130030	**Owner Address**	WHITE LINDA ANN
Sec/Twp/Rng	6-8S-4W	**Class**	VACANT		PO BOX 70265
Property Address	321 LUBBERS LANE	**Acreage**	0.413		TUSCALOOSA, AL 35407-0265
District	4				
Brief Tax Description	UNIT 2 BLK 13 LOT 3				

(Note: Not to be used on legal documents)

Date created: 6/20/2022
Last Data Uploaded: 6/20/2022 7:46:38 AM

Developed by Schneider GEOSPATIAL

MLS #: LR309709A (Active) List Price: $199,000 **342 HWY 98 Eastpoint, FL 32328**

Lot Dimensions: 104x241
Apx Acres: 0.5200
Price/Acre: $0.00
Price Per ACRE: $382,692.31
Water Front: No
Water Front Info:
Water View: Yes
Water View Info: Bay
Water Front Feet:
Road Front Feet: 104
Flood Zone:
Rights:
Land Lease Year:
Zoning: C-1
Zoning Type: Commercial, County

Unit #:
Main Area: Eastpoint
Sub Area: Eastpoint
Lot/Block/Unit:
Subdivision: NO NAMED SUBDIVISION
Sec/Town/Range:
Parcel ID: 31-08S-06W-0000-2200-0000
Tax Year: 2021
Annual Taxes: $1,036
Office File Num:

Legal: A PARCEL RECD IN OR 57 503 OR 236/1 SAID PARCEL OF LAND HAVING 0.52 ACRES
Covenants Restrictions:
Restrictions: County Zoning
AssocFee: No **AsscFee$:** **AscFeeFreq:** **NewBuyer$:** $0
Association Fee Includes:
Project Facilities:
Lot Access: County Road, Paved Road, US Highway
Lot Features: Within 1/2 Mile of Water **RVs Allowed:** No

Utilities: Electricity Available, Sewer Available, Water Available
Building Improvements:
Fence: **Vegetation:** Grasses
Inclusions:
Exclusions:

Directions: Hwy 98 in Eastpoint, across Hwy 98 and 150' west from the Eastpoint Post office and East of the Napa Auto Parts store.
Public Remarks: Excellent bayview commercial location in the heart of Eastpoint! 104' of frontage on Hwy 98 and this half an acre parcel also has 115' road frontage on Patton Drive on the South. Located right across the street from the County owned boat ramp in Eastpoint and adjacent to the County owned parking lot. Walking distance to restaurants, coffee shop, grocery store, brewery and post office, this property is ideally situated for a commercial venture where one can enjoy the bay views across the County boat ramp! Seller does not have survey, buyer to verify all land use requirements.
Realtor Remarks:
Sale Subject To Lease: **Lease Expiration Date:** **Rent Per Month:** $0.00
Trade Considered: **Fractional Ownership:** No **Assignment:** No
Existing Leases:
Sellers Name: Strumlauf **Sellers Phone:**
Listing Type: Exclusive Right of Sale **Named Exceptions:** No **Dual/Variable Rate Commission:** No
Agency Relationship: Transaction Broker **Agent Owned:** No **Compensation $/%:** 3 **Comp Type:** %
Bonus: No **Terms Of Bonus:**
Showing: Vacant Show **Possession:**
Special Listing Conditions: As Is **Financing Terms:** Cash, Conventional
Display on Internet: Yes **Display Address:** Yes **Allow AVM:** No **Allow Comments:** No
Contingent/Pending Agent:
List Date: 12/28/2021 **Contract Date:** **Projected Closing Date:**
Days on Market: 170 **Original List Price:** $199,000 **Lease Purchase:** **Coming Soon End Date:**

Listing Office: Berkshire Hathaway HomeServices - SGI (#:344)
Office Corporate License: 2028983
Main: (850) 927-6000
Fax:

Listing Agent: Shelley Shepard (#:2)
License Number: 3058243
Contact #: (850) 653-6621
Agent Email: sshepard@stgeorgeislandrealestate.com

Information Herein Deemed Reliable but Not Guaranteed
MLS #: LR309709A