



# CONSENT AGENDA

September 11, 2012

1. Approval of Checks and warrants for August, 2012 which are incorporated herein by reference, pursuant to Chapter 136.06 F.S.
2. Agreement – Emerald Coast Striping, LLC (Bid #1112-18) . . . . . 1-7
3. Appointment – Restore Act Committee (John Crosby) . . . . . 8
4. Bid Award #1112-23 – White City Bridge Landscaping (Bay Landscape & Palm Service \* \$45,630.00) . . . . . 9-10
5. Bid Award/Contract Addendum – Emerald Coast Striping, LLC (Bid #1112-18) 11-33
6. Budget Amendment Approval – Emergency Management (Cash Carry Forward) 34
7. Change Order Approval – Cathey Construction & Development, Inc. (Public Works Building) . . . . . 35-37
8. Contract Amendment – Life Insurance (Employee Dependents) . . . . . 38
9. Inventory – Emergency Management (Junk \* #90-234 \* Dell Desktop Computer w/Monitor \* #90-235 \* Dell Desktop Computer w/ Monitor \* #90-236 \* Dell Desktop Computer w/ Monitor \* #90-237 \* Dell Desktop Computer w/ Monitor \* #90-238 \* Dell Desktop Computer w/ Monitor \* #90-240 \* Dell Desktop Computer w/ Monitor \* #90-241 \* Dell Desktop Computer w/ Monitor \* #90-242 \* Dell Desktop Computer w/ Monitor \* #90-243 \* Dell Desktop Computer w/ Monitor \* #90-248 \* Dell Precision M70 Workstation \* #90-253 \* Dell Optiplex GX520 Pentium Computer \* #90-256 \* Dell Optiplex Computer System) 39
  - Stone Mill Creek Fire Department (Transfer \* 1986 Ford Fire Truck to Wetappo Fire Department \* VIN #1FDRK87U1GVA28925 \* Tag #89649 \* Wetappo Fire Department (Transfer \* 1992 Freightliner to Stone Mill Creek Fire Department \* VIN #1FUWJLBB4NL481019 \* Tag #127696) . . . . . 40
10. Invoices – GAC Contractors – CR30A S.C.O.P. Project (Invoice #26642 \* \$13,796.92 \* to be paid from Account #40641-63000) . . . . . 41-44
  - North Florida Construction, Inc. – Stumphole Revetment Phase IV (Application #2 \* \$249,055.03 \* to be paid from Account #113538-34000) . . . . . 45-47
  - The Ferguson Group, LLC – Federal Lobbyist (Invoice #0712558 \* \$24.86 \* to be paid from Account #21111-31200) . . . . . 48

11.	Purchase Request – Emergency Management (15 Dell Computers, 15 Dell Monitors & 15 Dell Sound Bars * \$16,881.30 * to be paid from Grant Match Funds)	49-53
	Purchase Request – Emergency Medical Services (Cardiac Monitors)	54-64
12.	S.H.I.P. – Annual Reports (FY 2009-2010, FY 2010-2011, FY 2011-2012)	65-84

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Gulf County Board of County Commissioners (“Owner”) and  
Emerald Coast Striping, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*This project consists of striping several roads (approximately 116,000 LF) located in the southern part of Gulf County, FL.*

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**MISCELLANEOUS STRIPING PROJECT**

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Preble-Rish, Inc., which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 40 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and

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FEDERAL MARRIAGE  
CLERK OF PROBATE COURT  
GULF COUNTY, FLORIDA  
2012 SEP -5 AM 11:21

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completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 45 days after the date when the Contract Times commence to run.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$50.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$50.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. This item has been intentionally left blank.
- B. This item has been intentionally left blank.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit less \$5,060.40 (to remain within the available funds) for a total not to exceed \$24,273.96.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General

Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
  - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum legal rate.

### **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  1. This Agreement
  2. This item intentionally left blank.
  3. This item intentionally left blank.
  4. General Conditions
  5. Supplementary Conditions
  6. Division II and III Specifications of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition and any implemented modifications of those specifications.

7. Drawings consisting of sheets C1-C55 dated February 2012 and revised August 2012.
8. Addenda (numbers 0 to 0, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid
  - b. Documentation submitted by Contractor prior to Notice of Award (pages 0 to 0, inclusive).
  - c. Appendix
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed
  - b. Work Change Directives.
  - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 10.06 *Other Provisions*

This section was intentionally left blank.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

Gulf County Board of County Commissioners

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

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

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

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

Address for giving notices:  
1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, FL 32456

CONTRACTOR

Emerald Coast Striping LLC

By: [Signature]

Title: Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Jean Demers

Title: Book keeper

Address for giving notices:  
6701 HWY 22  
Panama City, FL 32404

License No.: \_\_\_\_\_  
(Where applicable)

Agent for service of process:  
\_\_\_\_\_

# BOARD OF COUNTY COMMISSIONERS GULF COUNTY, FLORIDA

*(From the Desk of Tan Smiley, Commissioner, District 4)*

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456

PHONE (850)229-6106/639-6700

FAX (850) 229-9252 • EMAIL: commissioner4@gulfcounty-fl.gov

DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAYS AT 6:00 P.M., E.T.

## MEMORANDUM

**To: Gulf County Board of County Commissioners**

**From: Tan Smiley, Commissioner District 4**

**Subject: Restore Act Committee**

**Date: August 29, 2012**



**Recommendation to the Gulf County Board of County Commissioners to appoint Mr. John Crosby, to the local Restore Act Committee.**

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2012 SEP -14 PM 3:13

**CC: Consent Agenda/September 11, 2012**

CONSENT  
DATE 9/4/12 LL

CARMEN L. McLEMORE  
District 1

WARD MCDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER JR.  
District 5

**BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA**

**9**

**Towan Kopinsky, Grant Writer/Coordinator**  
1000 CECIL G. COSTIN SR. BLVD., ROOM 312, PORT ST. JOE, FLORIDA 32456  
PHONE: (850) 229-6144 / FAX (850) 229-9252 / EMAIL: tkopinsky@gulfcountry-fl.gov

**MEMORANDUM**

**TO: BOARD OF COUNTY COMMISSIONERS**  
**FROM: TOWAN, GRANT COORDINATOR**  
**DATE: SEPTEMBER 4, 2012**  
**TOPIC: BIDS - LANDSCAPING - ~~W.C. BRIDGE~~ (#1112-23)**

By this memo, I am requesting that the Board motion to award Bid #1112-23 (for landscaping of the approaches to the White City Bridge) to Bay Landscape & Palm Service, in the amount of \$45,630.00. The bid tabulation sheet is attached for your review.

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REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2012 SEP -4 PM 3:14

CONSENT  
DATE 9/4/12 CC

# BID TABULATION SHEET

**BID #1112-23**

**PROJECT: Landscaping of the approaches to  
the White City Bridge**

COMPANY NAME	Base Bid	Parcel #
Southeastern Outdoor Management, Inc.	\$ 159,937.00	
Coastal Design & Landscape	\$ 67,077.00	
Bay Landscape & Palm Service, LLC	\$ 45,630.00	

*Kari Summers*      7/30/12  
Deputy Clerk      Date

*Dynn Parise*      7/30/12  
BCC Representative      Date

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA  
**COUNTY ATTORNEY'S OFFICE**

1000 CECIL G. COSTIN SR. BLVD., ROOM 302 , PORT ST. JOE, FLORIDA 32456  
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us  
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

FILED FOR RECORD  
PERFECT ALLIANCE  
CLERK OF DISTRICT COURT  
GULF COUNTY, FLORIDA  
2012 SEP -5 AM 11:24

August 29, 2012

**Sent Via First Class Mail and Electronic Mail**

Mr. Jason Bense  
Emerald Coast Striping, LLC  
6701 Highway 22A  
Panama City, Florida 32404

**Re:** Gulf County Board of County Commissioners  
Emerald Coast Striping, LLC Contract

Mr. Bense:

Please accept this correspondence in response to the proposed contract agreement and Notice of Award received on August 14<sup>th</sup>, 2012. The Board of County Commissioners preliminarily approved your bid for the road striping services required under this bid. Pursuant to the Commission's conditional authorizing vote, please review the additional contract language provided below as an addendum to your initial proposed agreement. The following shall be incorporated into the current proposed language and terms in letter agreement form that shall serve as an addendum in its entirety to complete the contract between Gulf County Board of County Commissioners, and

EMERALD COAST STRIPING, LLC  
6701 Highway 22A  
Panama City, Florida 32404

Following your review, kindly promptly notify me of any questions or comments you have in this regard. Alternatively, execute this addendum as well as your initial agreement and forward both to my attention so we may provide the proper countersignatures and thereafter your company may commence with the contracted work.

Letter Agreement between the above parties as Addendum to  
Contractor Agreement for Road Striping as proposed  
by Emerald Coast Striping, LLC.

This Agreement, made this 29<sup>th</sup> day of August, 2012, by and between **Emerald Coast Striping, LLC**, a Florida business and hereby recognized as the awarded bidder for Road Striping for the services required including but not limited to, striping 116,000 linear feet of Gulf County roadways as well as those defined in the original request for proposal and attached "Scope of Work", and whose address is 6701 Highway 22A, Panama City, Florida 32404, and hereinafter

CARMEN L. McEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

CONSENT  
DATE 9/11/12 LL

referred to as "Contractor" and GULF COUNTY BOARD OF COUNTY COMMISSIONERS, with its principle place of business located at 1000 Cecil Costin Blvd., Room 302, Port St. Joe, in the State of Florida hereinafter referred to as "County."

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

**I. SERVICES:** Contractor agrees to perform the road striping services as stated in the attached Notice of Award dated August 14, 2012 and by reference made a part hereof.

**II. SECURED AREA:** Contractor agrees to provide under the direction and supervision of the County ability for access and restriction of unauthorized persons other than Contractor from entering the secured area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of Contractor or persons specifically designated in writing by the County, and submitted and approved, to Contractor prior to repairs. Cleanup of debris, and materials and policing of these areas for road striping are the sole responsibility of Contractor following the conclusion of the work. Clean up of striping equipment and the road repairs and refurbishment debris is the sole responsibility of the Contractor. Contractor shall be responsible for the safe and compliant removal of any and all of its equipment and personal equipment for the repairs and scope of work listed.

**III. SEVERABILITY:** If any provisions, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, and shall not be affected and remain in full force and effect.

**IV. INDEMNIFICATION, LIMITED LIABILITY AND HOLD HARMLESS:** In connection with this Agreement, Contractor has warranted and represented that it has specialized knowledge and experience for scope of work and repairs. The County is relying on these warranties and representations in this regard made by Contractor. Accordingly, Contractor agrees to hold County harmless from any and all damages and liability caused by Contractor and its negligence with regard to its professional performance and repairs services. Further, Contractor agrees to indemnify and hold harmless the County and its elected officials, employees and appointees from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) resulting from a breach by Contractor of any of the agreement, representations, or warranties of Contractor contained in this Contract, or caused by or resulting from any negligent, willful or otherwise tortious act or omission of Contractor, its agents or employees, in connection with Contractor's provision of services and obligations contemplated by this Contract. The indemnity obligation of Contractor under this section shall survive the expiration or termination of this contract, subject to any applicable statute of limitation.

By entering into this Contract, the County does not waive any immunities, protections or privileges they have under Florida law including but not limited to the sovereign immunity protections afforded to Gulf County.

The Contractor shall take due diligence at all times to act within the scope of its professional standards and best practices and other applicable industry guidelines, laws and regulations. Furthermore, the Contractor shall secure any and all proper instruction, authorization and

CARMEN L. McLEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

approval of the Gulf County Board of County Commissioners for procedures and requirements with County policy and spending authority and approval.

**V. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to County, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of the County.

**VI. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Contractor shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Contractor agrees to indemnify and hold harmless County from against all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Contractor to obtain such approval. This Agreement is made expressly subject to the mutual acknowledgement that both Contractor and County expressly agree to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

A. Contractor shall give all notices required by law and shall comply with all federal, state and local laws, ordinances, rules and regulations governing delivery of its road striping services pursuant to this Contract and shall upon request of the County secure documents evidencing compliance therewith.

B. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Gulf County, Florida.

**VII. PERMITS AND LICENSES:** County shall obtain and maintain, at its own expense, all necessary permits and licenses to enable Contractor to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise.

**VIII. MUTUAL CANCELLATION:** In the event of fire, accidents, strikes, delay, flood, acts of God, or causes beyond the control of Contractor, which preclude Contractor from timely completion of the repairs, the parties may agree hereto release each other from any and all performance of the covenants herein and from damages resulting from breach hereof if and only if the parties mutually consent, acknowledge and confirm in writing this action.

**IX. COMPLAINTS:** In the event that County has a complaint concerning the repairs, or any material or service used in or pursuant to the scope of work, or of the conduct of the Contractor, or any act or omission of Contractor or its agents, either directly or indirectly, without limitation, County shall make complaint known to Contractor in writing by certified mail to Contractor ' address as set forth above, within one hundred and twenty days (120) days after the date of the completion of the repairs.

**X. WORKER'S COMPENSATION/EMPLOYEES:** Contractor shall provide Worker's Compensation insurance for its employees and provide proof prior to commencement.

CARMEN L. McEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

**XI. PAYMENT TERMS:** County shall pay Contractor \$24,273.96 inclusive of all applicable taxes according to the terms and conditions set forth in the Quote and scope of services provided by Contractor for providing the repair services. County shall tender full payment as deposit and advance payment for services upon return of signed contract and receipt of final invoice for stated Contractor services. Payment shall be made in accordance with payment terms of Contractor agreement that sets forth (20) twenty days for full payment following completion.

**XII. TAXES:** County shall be responsible for all applicable taxes and fees associated with the repair costs and project.

**XIII. DRUG-FREE WORKPLACE:** Contractor shall have a current and enforced substance abuse policy that holds its employees to the same rules of conduct and tests as the employees of the County as outlined in the Gulf County Drug-Free Workplace Program Policy.

**XIV. WORK PLACE, MATERIALS, SUPPLIES, TOOLS AND EQUIPMENT:** Contractor shall furnish and supply all tools, materials, consumable supplies and equipment required in the performance of the repairs and scope of work in this contract. Contractor shall supply any safety devices and equipment and special clothing required for use by its employees and as required by OSHA as well as the Contractor's industry standards and common industry safety practices.

**XV. INSURANCE:** Contractor shall provide its certificate of liability insurance coverage with respect to liability for negligent, willful or otherwise tortious acts of omissions of Contractor, its agents or employees in connection with their provision of its road striping services and obligations contemplated by this Agreement. Contractor shall name the County as an additional insured. Contractor shall also maintain in force all other coverages, including worker's compensation, for its employees as required by Florida Statutes. Contractor shall provide the County certificates evidencing all required insurance in conjunction to signing the contract.

**XVI. FORCE MAJURE:** Contractor shall not be liable for any delay in performance or nonperformance which is due to causes beyond Contractor's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or other transportation delays, acts of God, acts of third parties, acts of governmental authority or any similar or dissimilar causes beyond Contractor's reasonable control.

**XVII. NOTICE:** Pursuant to this agreement, notice shall be in writing by U.S. Mail, certified return receipt requested, addressed as follows:

Gulf County Board of County Commissioners  
Administrators Office, Room 302  
1000 Cecil G. Costin Blvd.  
Port St. Joe, Florida 32456

EMERALD COAST STRIPING, LLC  
6701 Highway 22A  
Panama City, Florida 32404

CARMEN L. McLEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

**XVIII. EQUAL EMPLOYMENT OPPORTUNITY:** Contractor acknowledges that Gulf County has adopted several policies that it must enforce and fully expects its vendors and contractors to comply in strict adherence as well. Accordingly, during the performance of these repairs, Contractor agrees to comply with the requirements of Equal Employment Opportunity, and Equal Opportunity. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause. Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national or national origin.

**XIX. MISCELLANEOUS TERMS:**

- A. Contractor shall acknowledge and adhere to the attached Affirmation Action statement. (see attached Exhibit "A").
- B. Contractor shall acknowledge and adhere to the attached ADA guidelines. (see attached Exhibit "B")
- C. Contractor shall acknowledge, execute, adhere and accept this Letter Agreement as an addendum to the original proposed "Agreement Between Owner and Contractor" attached hereto as Exhibit "C".
- D. Contractor shall acknowledge, execute, adhere and accept the terms set forth within the attached "Quality Assurance Agreement" attached hereto as Exhibit "D".
- E. Contractor shall acknowledge, execute, adhere and accept the terms set forth within the attached "Independent Contractor Acknowledgment and Agreement" attached hereto as Exhibit "E".
- F. Contractor shall provide with this executed agreement, proof and certification it is lawfully permitted to conduct business in the State of Florida and proof of its good standing with the office of the Florida Department of Corporations, Secretary of State and any and all necessary licensing for the performance of the scope of work.

CARMEN L. McLEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

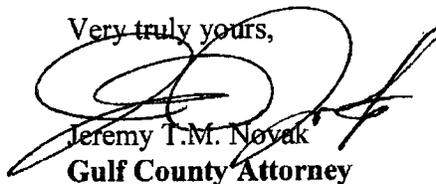
**Emerald Coast Striping, LLC**

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

**Gulf County Board of County Commissioners, Authorized Representative**

BY: \_\_\_\_\_ Date  
Don Butler, Chief Administrator

Very truly yours,



**Jeremy T.M. Novak  
Gulf County Attorney**

Encl.

CARMEN L. McEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

**EXHIBIT "A"**

**Affirmative Action Statement**

The Contractor does hereby agree and acknowledge that this Gulf County Board of County Commissioners is an equal opportunity/affirmative action employer and does not discriminate with regard to age, race, creed, color, religion, sex, disability, pregnancy, medical condition, genetic information, marital status, sexual orientation, gender identity or expression, ancestry, national or ethnic origin, citizenship status, military status or status as a disabled veteran, or any legally recognized status entitled to protection under applicable federal, state, or local anti-discrimination laws.

This position applies to all employees and applicants for employment, and to all personnel decisions and related practices within the County, including, but not limited to, recruitment, selection, promotion, compensation, benefits, training, transfers, layoffs, return from layoff, and all educational, social and recreational programs. The County makes and will continue to make reasonable accommodations to promote the employment of qualified individuals with disabilities and disabled veterans unless such accommodations would impose an undue hardship on the County's business.

The Affirmative Action Officer, Assigned County Administrative officer and/or Human Resources for the County manages Gulf County Board of County Commissioners equal employment and affirmative action compliance. All managers and supervisors will take an active part in the County's affirmative action instructions to ensure that all employees and applicants for employment are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, Gulf County Board of County Commissioners will solicit the cooperation and support of all employees for the County's nondiscrimination policy. The Affirmative Action Officer, Assigned County Administrative officer and/or Human Resources has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the County's equal employment/affirmative action program. In accordance with federal law, the County's affirmative action program for the disabled and protected veterans is available for inspection in the Human Resources Department during regular business hours upon request.

The County does not tolerate harassment, intimidation, threats, coercion or discrimination against any employee or job applicant for exercising his/her rights under Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, or any other federal, state or local law requiring equal employment opportunity and/or affirmative action. These rights include opposing any unlawful employment practice, filing a complaint, or participating in an investigation or compliance evaluation.

\_\_\_\_\_  
Contractor: Emerald Coast Striping, LLC

\_\_\_\_\_  
Dated: \_\_\_\_\_

**SCHEDULE "B"**

**AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The Contractor does hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the *County shall* expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

\_\_\_\_\_  
Contractor: Emerald Coast Striping, LLC

\_\_\_\_\_  
Dated: \_\_\_\_\_

## Notice of Award

Date: August 14, 2012

Project: <u>Miscellaneous Striping Project</u>	
Owner: <u>Gulf County Board of County Commissioners</u>	Owner's Contract No.:
Contract:	Engineer's Project No.: <u>003.242</u>
Bidder: <u>Emerald Coast Striping, LLC</u>	
Bidder's Address: <u>6701 HWY 22</u>	
<u>Panama City, FL 32404</u>	

You are notified that your Bid dated May 3, 2012 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Miscellaneous Striping Project.

The Contract Price of your Contract is \$29,334.36 less \$5,060.40 (to remain within the available funds) for a total not to exceed \$24,273.96.

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

1 set of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [2] fully executed counterparts of the Contract Documents.
2. N/A
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Gulf County Board of County Commissioners  
 Owner  
 By: [Signature]  
 Authorized Signature  
Vice-Chairman  
 Title

Copy to Engineer

## EXHIBIT C

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Gulf County Board of County Commissioners ("Owner") and  
Emerald Coast Striping, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*This project consists of striping several roads (approximately 116,000 LF) located in the southern part of Gulf County, FL.*

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**MISCELLANEOUS STRIPING PROJECT****ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by Preble-Rish, Inc., which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 40 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 45 days after the date when the Contract Times commence to run.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$50.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$50.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. This item has been intentionally left blank.  
 B. This item has been intentionally left blank.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit less \$5,060.40 (to remain within the available funds) for a total not to exceed \$24,273.96.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General

Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
  - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

#### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum legal rate.

### ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement
  2. This item intentionally left blank.
  3. This item intentionally left blank.
  4. General Conditions
  5. Supplementary Conditions
  6. Division II and III Specifications of the FDOT Standard Specifications for Road and Bridge Construction, Latest Edition and any implemented modifications of those specifications.

7. Drawings consisting of sheets C1-C55 dated February 2012 and revised August 2012.
  8. Addenda (numbers 0 to 0, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
    - b. Documentation submitted by Contractor prior to Notice of Award (pages 0 to 0, inclusive).
    - c. Appendix
  10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives.
    - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 10.06 *Other Provisions*

This section was intentionally left blank.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

Gulf County Board of County Commissioners

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

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

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

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

Address for giving notices:

1000 Cecil G. Costin, Sr. Blvd.

Port St. Joe, FL 32456

CONTRACTOR

Emerald Coast Striping LLC

By: [Signature]

Title: Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Jean Demers

Title: Book keeper

Address for giving notices:

6701 HWY 22

Panama City, FL 32404

License No.: \_\_\_\_\_

(Where applicable)

Agent for service of process:

**EXHIBIT "D"**

**QUALITY ASSURANCE AGREEMENT**

ANY AND ALL CONTRACTED SERVICES AWARDED TO YOU AND OR YOUR ENTITY FOR THE SPECIFIED PROJECT OR SERVICES ARE REQUIRED TO SIGN, COMPLY AND ABIDE BY THE GULF COUNTY BOARD OF COUNTY COMMISSION QUALITY ASSURANCE AGREEMENT PROVIDED BELOW

Contractor: Emerald Coast Striping, LLC

Address: \_\_\_\_\_

Tel. #: \_\_\_\_\_ Florida License #: \_\_\_\_\_  
(if applicable)

Scheduled work date(s):

Scheduled County property / County site assignment (s):

In return for the consent and assignment of Gulf County Board of County Commissioners (the "County" and or "GCBCC") to provide independent contractor assignment and or award of this bid/quote for the specified, negotiated and pre-determined fee and other good and valuable consideration, I hereby state the following:

**1. AUTHORITY**

I am the, principal of \_\_\_\_\_ and am legally authorized to sign contracts on behalf of myself and \_\_\_\_\_ collectively hereinafter referred to as (the "Contractor").

**2. LICENSE (if applicable)**

I warrant and represent that my \_\_\_\_\_ license, as specified above, is valid and in full force and effect, compliant with all industry standard and regulations for the State of Florida and that it authorizes me to perform the licensed services contemplated for the assignment, award of bid/quote and or orders received from the County. I further warrant and represent that I will not exceed the limitations of my license, either in time or in scope.

**3. PERMITS & APPROVALS**

I warrant and represent that, prior to commencing work, I will have obtained, and will provide to the County, any and all necessary reports, quotes, change orders and approvals required by any County policy and or other governmental agencies or departments having jurisdiction over these subject services.

**4. INSURANCE**

Prior to commencing work, I will furnish to the County certificates of insurance proving that my liability insurance is in full force and effect from companies rated AAA+ or better, for the types of insurance listed in subparagraphs 4(a) to 4(c), below. Also prior to commencing work, I will furnish to the County copies of each insurance policy.

- (a) General liability insurance of not less than \$1,000,000.00 per occurrence, which policy names the County and its elected, appointed or hired official officers, directors, trustees, employees, and agents all as additional named insureds. The policy shall provide that it may not be terminated or modified without at least thirty (30) days' prior written notice. The policy shall include personal injury coverage, property damage liability coverage, and completed operations coverage, the last of which shall extend for a period of two years following completion of the contracted services. If the services will involve or be located in close proximity to hazardous material sites, the policy shall contain coverage for damage or injury caused by such items, provided same is available.
- (b) Automobile insurance of not less than \$500,000.00 per occurrence, including all employees and agents, and including nonownership and hired car coverage, as well as owned vehicles. The policy shall name the County and its elected, appointed or hired official officers, directors, trustees, employees, and agents as additional named insureds. The policy shall provide that it may not be terminated or modified without at least thirty (30) days' prior written notice.
- (c) Workers' compensation insurance covering all employees of the Contractor and any subcontractor(s), as may be required by applicable law.

**5. APPRAISER'S INSURANCE PRIMARY**

I agree that all insurance policies referred to in paragraph 4, above, are primary to the County's insurance.

**6. INDEMNIFICATION/HOLD HARMLESS**

I agree to indemnify, defend, save, and hold harmless the County, its elected, appointed or hired official officers, directors, trustees, employees, and agents, as well as any officers, shareholders, directors, agents, and employees from and against any and all loss, liability, and/or damage, including legal fees and costs, due to injury (including death) to any person, or from damage to any property, that may occur or be alleged to have occurred as a result, directly or indirectly, from performance of the contracted services and from any material or equipment furnished in connection therewith, or from the acts, misconduct, or omission by me and/or any party hired by me, or any party furnishing or performing such services or anyone directly or indirectly employed by any one of them or anyone for whose act they may be liable, regardless of whether it is caused in part by the County, manager, or any of its elected, appointed or hired official officers, directors, trustees, employees, and agents.

By:

\_\_\_\_\_  
Authorized Signer for Emerald Coast Striping, LLC

Its: \_\_\_\_\_

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

**EXHIBIT "E"****Independent Contractor Acknowledgement and Agreement**

ANY AND ALL CONTRACTED SERVICES AWARDED TO YOU AND OR YOUR ENTITY FOR THE SPECIFIED PROJECT OR SERVICES ARE REQUIRED TO ACKNOWLEDGE RECEIPT, SIGN, COMPLY AND ABIDE BY THE TERMS OF THIS INDEPENDENT CONTRACTOR AGREEMENT PROVIDED BELOW

Contractor: Emerald Coast Striping, LLC

Address: \_\_\_\_\_

Tel. #: \_\_\_\_\_ Florida License #: \_\_\_\_\_  
(if applicable)

In consideration of the Gulf County Board of County Commission ("County"), being a Florida governmental agency, engages Emerald Coast Striping, LLC as an independent contractor at this time, and for other valuable consideration, receipt of which is hereby acknowledged upon full completion and satisfaction of the services requested, Emerald Coast Striping, LLC hereby covenant and agrees with the County as follows, and Emerald Coast Striping, LLC hereby intends to be legally bound by the following:

1. Work and Compensation. Emerald Coast Striping, LLC shall personally create for the County the work and services described in the Contractor's Agreement of \_\_\_\_\_, 2012 attached hereto as Exhibit "C" as well as the Letter Addendum from the County dated August 29, 2012 (collectively referred to hereinafter as the "Agreement") and for the compensation set forth in this Agreement and detailed by the agreement between these parties. Emerald Coast Striping, LLC understands that the compensation set forth in this agreement is the total compensation for services in creating the Work and providing the services listed and that Emerald Coast Striping, LLC shall not receive additional compensation of any kind at any time unless said agreement is memorialized in writing and executed by both parties to this agreement.

2. Completion Schedule. Emerald Coast Striping, LLC agrees to complete all work according to the schedule set forth by the Agreement.

3. Documents, Materials and Supplies Belong to the County. Emerald Coast Striping, LLC agrees that all books, drawings, property records, work papers, county owner lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, printouts relating in any manner to the restriping project for Gulf County Roads and the studies that have led to this contract work are the exclusive property of the County. In addition, all papers, notes, data, reference material, documentation, programs, printouts, and all other media and forms of expression that in any way include, incorporate or

reflect any confidential information of the County and or its elected, appointed or hired official officers, directors, trustees, employees, and agents are the exclusive property of the County. Emerald Coast Striping, LLC shall immediately return said items to the County upon termination of its engagement or earlier at the County's request at any time.

4. Independent Contractor Relationship. Emerald Coast Striping, LLC is in business as a Corporation and the tax identification number is set forth below with the signature a authorized officer and signer. Emerald Coast Striping, LLC is an independent contractor and not an employee, servant, agent, partner or joint venturer of the County. The County shall determine the work to be done by the contractor, but Emerald Coast Striping, LLC shall determine the legal means by which it accomplishes the work specified by the County. Emerald Coast Striping, LLC shall set its own daily hours of work, and shall furnish its own tools, equipment and materials. The County is not responsible for withholding, and shall not withhold, FICA or other employment taxes of any kind from any payments which it owes Emerald Coast Striping, LLC. The County shall issue a 1099 rather than a W-2 form. Emerald Coast Striping, LLC is not entitled to receive any benefits which employees of the County are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of your work for the County. Emerald Coast Striping, LLC shall maintain any required occupational licenses in Gulf County throughout the term of its engagement. Emerald Coast Striping, LLC shall furnish the County and/or its management/administration with current certificates and proofs of payment that it has coverage for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the County may require of it from time to time.

5. Representations. Emerald Coast Striping, LLC hereby represents and agrees that: it has the right to enter into this Agreement; its engagement with the County does not violate any other contract or covenant that it has made with any other person, firm or entity.

6. Term. This Agreement is effective as of the date Emerald Coast Striping, LLC begins performing services for the County and shall continue in effect until the completion of the work requested in accordance with the Agreement and attached Exhibits detailing the scope and time of completion for the services.

7. Miscellaneous. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. The Contractor may waive a provision of the Agreement only in a writing signed by an authorized signer on behalf of the County and specifically stating what is waived. The rights of the County under the Agreement may be assigned, but Emerald Coast Striping, LLC may not assign its rights or obligations under this Agreement. The title of this Agreement and the paragraph headings of this Agreement are not substantive parts of this Agreement and shall not limit or restrict this Agreement in any way. This Agreement is not a contract for future employment or future engagement

and does not change the fact that Emerald Coast Striping, LLC's engagement may be terminated at any time by the County. This Agreement is null and void after Emerald Coast Striping, LLC's engagement terminates. No change, addition, deletion or amendment of this or any Agreement shall be valid or binding upon the County unless in writing and signed by an authorized person on behalf of the County. This Agreement in addition to the other terms and agreements supersede and replace any other agreement between the County and Emerald Coast Striping, LLC This Agreement shall be governed by Florida law. The parties agree that Gulf County, Florida, is proper venue for any action arising out of this Agreement. The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorney's fees from the other party for all matters, including but not limited to appeals.

IN WITNESS WHEREOF, the Contractor has signed this agreement as of \_\_\_\_\_ / \_\_\_\_\_, 2012.

**Contractor: Emerald Coast Striping, LLC**

Print \_\_\_\_\_ signature \_\_\_\_\_

Tax identification number: \_\_\_\_\_

Witness signature \_\_\_\_\_ print \_\_\_\_\_

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DIVISION OF CORPORATIONS

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No Events

No Name History

## Detail by Entity Name

### Florida Limited Liability Company

EMERALD COAST STRIPING, LLC

### Filing Information

Document Number L07000050307

FEI/EIN Number 208743994

Date Filed 05/10/2007

State FL

Status ACTIVE

### Principal Address

6701 HIGHWAY 22A  
PANAMA CITY FL 32404

Changed 04/27/2011

### Mailing Address

1405 W. BEACH DRIVE  
PANAMA CITY FL 32401

Changed 04/27/2011

### Registered Agent Name & Address

BENSE, ALLAN G  
1405 BEACH DRIVE  
PANAMA CITY FL 32401 US

Name Changed: 09/16/2010

Address Changed: 11/10/2010

### Manager/Member Detail

#### Name & Address

Title MGRM

BENSE, JASON  
6701 HIGHWAY 22A  
PANAMA CITY FL 32404

Title MGRM

BENSE, ALLAN  
1405 W. BEACH DRIVE  
PANAMA CITY FL 32401

### Annual Reports

Report Year Filed Date

2010 09/16/2010  
 2011 04/27/2011  
 2012 01/04/2012

**Document Images**

- 01/04/2012 -- ANNUAL REPORT [View image in PDF format](#)
- 04/27/2011 -- ANNUAL REPORT [View image in PDF format](#)
- 11/10/2010 -- Reg. Agent Change [View image in PDF format](#)
- 09/16/2010 -- ANNUAL REPORT [View image in PDF format](#)
- 05/01/2009 -- ANNUAL REPORT [View image in PDF format](#)
- 04/28/2008 -- ANNUAL REPORT [View image in PDF format](#)
- 05/10/2007 -- Florida Limited Liability [View image in PDF format](#)

**Note:** This is not official record. See documents if question or conflict.

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No Name History

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State of Florida, Department of State



**GULF COUNTY  
EMERGENCY MANAGEMENT**

1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, Florida 32456

**INTEROFFICE MEMORANDUM**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARSHALL NELSON *Marshall Nelson*

DATE: AUGUST 22, 2012

SUBJECT: REQUEST TO CARRY FORWARD UNSPENT EMERGENCY  
MANAGEMENT MONIES

By this memo we are requesting board approval to carry forward all unspent emergency management monies and place them in an Emergency Management Capital Improvement line item.

Should you have any questions or need additional information do not hesitate to call me at 850-229-9110.

FILED FOR RECORD  
REBECCA L. MORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2012 SEP -5 AM 11:22

DATE 9/11/12 *JK*

**BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA  
COUNTY ATTORNEY'S OFFICE**

1000 CECIL G. COSTIN SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456  
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: JTNovak@novaklaw.us  
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

August 19, 2012

**Sent Via First Class Mail and Electronic Mail**

Cathey Construction & Development, Inc.  
c/o Bryan Cathey  
103 North 30<sup>th</sup> Street  
Mexico Beach, Florida 32410

**Re: Contract for Gulf County Public Works Building  
Contract Addendum and Change Order Summary for Project Relocation**

Mr. Cathey:

Please accept this letter in furtherance of our most recent meetings between Cathey Construction & Development, Inc. ("Cathey") and the administrative staff members for Gulf County Board of County Commission ("County") regarding the relocation and construction of the new Public Works Building.

As you will recall from our most recent meetings and subsequent recommendations to the County Commission, all change orders and final reconciliation and payment have been authorized for the completed Howard Creek project site preparation. Following this resolution between the parties, we have focused the collective efforts on finalizing the necessary change orders and cost summary for the construction at the new designated site in Port St. Joe.

This letter shall serve as confirmation of these meetings as well as memorializing the change orders to the original agreement of June 30, 2010 (hereinafter referred to as "Contract"). A summary of the change orders has been prepared below consistent with our most recent meetings during which each issue was negotiated, discussed and agreed upon. The change orders that have been *italicized* have been previously approved by the County. The outstanding conditional change orders have been proposed and will be submitted to the County Commission for consideration and acceptance pending the parties' acknowledgment and acceptance below.

**Gulf County Public Works Building  
Port St. Joe site-August 2012**

Change Order Notes

Contract Price		\$ 221,446.00	
<i>Change Order 1</i>	+	\$ 1,368.00	<i>Install Rails (approved)</i>
<i>Change Order 2</i>	+	\$ 8,970.00	<i>Install Pit (approved)</i>

CARMEN L. McLEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

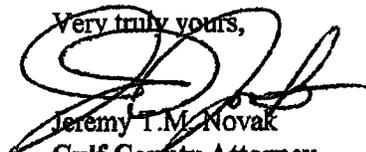
WARREN YEAGER  
District 5

CONSENT  
DATE 9-11-12 JK

Change Order 3	+	\$ 9,494.76	140 mph Wind Load (pending)
Change Order 4	+	\$ 6,307.38	Add (1) 14' Door (pending)
Original Contract + 4 CO's	=	\$ 247,586.14	
Credit	-	\$ 3,527.50	Credit for Rebar (from HC project)
Total Contract Amount	=	\$ 244,058.64	(TCA)
Direct Purchase Building	-	\$ 64,600.00	Cost of metal building (DPO)
Tax Savings	-	\$ 3,926.00	(TS)
Total Cost minus the DPO & TS	=	\$ 175,532.64	
Replace Bolt Package	+	\$ 1,683.00	New Project Site Materials (pendi
Material Price Increase	+	\$ 1,934.07	(MPI) Coiling Doors/Insulation (pending)
Total Cost Amount plus (MPI + Bolt Package)		\$ 179,149.71	

Subject to the parties' approval of the above summary of costs and change orders for the construction at the Port St. Joe site, the following change orders and recommendations will be submitted for final approval and ratification by the County Commission. However, please note emphasis is added for clarity that this letter agreement and summary of the proposed recommendations and change orders are strictly conditional upon the final acceptance and ratification of the Gulf County Board of Commissioners.

Should you have any questions in this regard, please contact me immediately. Otherwise, I look forward to receiving your signed response confirming your acknowledgement and acceptance of the foregoing terms and final calculation.

Very truly yours,  
  
 Jeremy T.M. Novak  
 Gulf County Attorney

**Acknowledgment, Consent & Acceptance of Letter Agreement and Change Order Summary**

I, Bryan Cathey as authorized representative of Cathey Construction & Development, Inc. hereby acknowledge, consent and agree to the foregoing letter agreement and project change order summary for the Gulf County Public Works Building relocation and construction. As witnessed by my signature, I hereby accept the foregoing terms, cost summary and amendments.

  
 Bryan Cathey, Cathey Construction & Development, Inc.

Dated 8/21/12

STATE OF FLORIDA  
 COUNTY OF GULF

CARMEN L. McEMORE  
 District 1

WARD McDANIEL  
 District 2

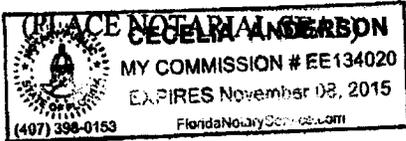
BILL WILLIAMS  
 District 3

TAN SMILEY  
 District 4

WARREN YEAGER  
 District 5

Sworn to, affirmed, and subscribed before me this 21 day of August, 2012 by BRYAN CATHEY, who is personally known to me or who have produced \_\_\_\_\_ as identification.

Signature: *Cecelia Anderson*  
Print Name: Cecelia Anderson  
Notary Public, State of FLORIDA  
My Commission Expires: 11-8-2015



**Acknowledgment, Consent & Acceptance of Letter Agreement and Change Order Summary**

I, Don Butler as authorized representative of Gulf County Board of County Commission hereby acknowledge, consent and agree to the foregoing letter agreement and project change order summary for the Gulf County Public Works Building relocation and construction conditioned upon the final authority and ratification by the Board of County Commission. As witnessed by my signature, I hereby accept the conditional foregoing terms, cost summary and amendments.

X *Don Butler*  
Don Butler, Gulf County Chief Administrator

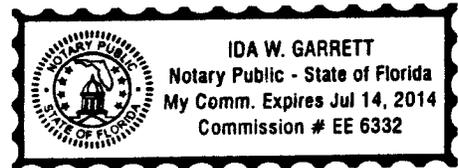
Dated 8.30.12

STATE OF FLORIDA  
COUNTY OF GULF

Sworn to, affirmed, and subscribed before me this 30<sup>th</sup> day of August, 2012 by DON BUTLER, who is personally known to me or who have produced personally known as identification.

Signature: *Ida W. Garrett*  
Print Name: \_\_\_\_\_  
Notary Public, State of FLORIDA  
My Commission Expires: \_\_\_\_\_

(PLACE NOTARIAL SEAL)



CARMEN L. McLEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5



## REQUEST FOR AMENDMENT

**RELIASTAR LIFE INSURANCE COMPANY**  
**A Member of the ING Family of Companies**  
 Administrative Office: P.O. Box 20, Minneapolis, MN 55440

**Please confirm the following information:**

Group Name: Gulf County Board of County Commissioners  
 Group Benefit Plan: 66351-4  
 Effective Date of Amendment: October 1, 2012

**Amendment:**

1. Extend Maximum Dependent Child age from 25 to 26 Years (regardless of student status).

**Applies to the following product(s)/coverage(s):** Supp Life Child

Account Number: 347746  
 Class: All

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

Printed Name: \_\_\_\_\_

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

Should you have any questions or concerns regarding this request, please do not hesitate to contact me at the telephone number shown below.

Donna VanOfferen  
 Account Manager  
 ING Employee Benefits  
 1715 N. West Shore Blvd., Suite 300  
 Tampa FL 33607  
 Tel 813.281.3744 • Fax 860.607.5741  
 donna.vanofferen@us.ing.com

*ING Internal Servicing/Sales Information*

Primary Selling Office: Tampa  
 Primary Servicing Office: Tampa  
 Primary Sales Representative: Brian Dillion  
 Primary Client Representative: Donna VanOfferen  
 Implementation Manager: NA

AMD

RECEIVED

9-11-12 JK



GULF COUNTY  
EMERGENCY MANAGEMENT

1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, Florida 32456

INTEROFFICE MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: MARSHALL NELSON *Marshall Nelson*  
DATE: SEPTEMBER 4, 2012  
SUBJECT: INVENTORY ADJUSTMENT

2012 SEP -5 AM 11: 22

FILED FOR RECORD  
REBECCA L. MORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA

By this memo we are requesting that the following items be removed from inventory and junked.

Should you have any questions or need additional information do not hesitate to give me a call at 850-229-9110.

<u>Inventory Number</u>	<u>Description</u>
90-234	Dell Desktop Computer w/Monitor
90-235	Dell Desktop Computer w/Monitor
90-236	Dell Desktop Computer w/Monitor
90-237	Dell Desktop Computer w/Monitor
90-238	Dell Desktop Computer w/Monitor
90-240	Dell Desktop Computer w/Monitor
90-241	Dell Desktop Computer w/Monitor
90-242	Dell Desktop Computer w/Monitor
90-243	Dell Desktop Computer w/Monitor
90-248	Dell Precision M70 Workstation
90-253	Dell Optiplex GX520 Pentium Computer
90-256	Dell Optiplex Computer System

CONSENT  
DATE *9/11/12* *JK*

**BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA  
FIRE COORDINATOR**

Brad Price

1000 CECIL G. COSTIN SR. BLVD., ROOM 310 , PORT ST. JOE, FLORIDA 32456  
PHONE (850)229-6106 • FAX (850) 229-9252 • EMAIL: bprice@gulfcounty-fl.gov  
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

To: Board of County Commissioners  
From: Brad Price

It is my recommendation to the Board to accept a mutual trade between Wetappo Creek Fire Department and Stone Mill Creek Fire Department of two fire trucks. I am recommending this trade because Wetappo's fire truck is a standard shift with low and high gears. There are only two members in the department that can drive this truck. Stone Mill Creek Fire Department has agreed to trade their back-up truck, which is an automatic, for Wetappo's standard shift truck. Stone Mill has five members that can drive a standard shift truck and it will be better suited for their department.

The following fire trucks identification numbers are as follows:

Wetappo  
1992 Freightliner  
Vin#1FUWJLBB4NL481019  
Tag#127696

Stone Mill  
1986 Ford  
Vin#1FDRK87U1GVA28925  
Tag#89649

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2012 SEP -5 PM 12: 02

CONSENT  
DATE 9-11-12 JK

CARMEN L. McLEMORE  
District 1

WARD McDANIEL  
District 2

BILL WILLIAMS  
District 3

TAN SMILEY  
District 4

WARREN YEAGER  
District 5

OFFICE: (850) 769-3477  
FAX: (850) 769-3456

POST OFFICE BOX 59462  
PANAMA CITY, FL 32412-0462



August 17, 2012  
Vendor # 208  
Job # 208  
Invoice # 26642

Gulf County Board of County Commissioners  
c/o Preble-Rish, Inc.  
Attn: Mr. Clay Smallwood, E.I.  
324 Marina Drive  
Port St. Joe, FL 32456

Re: Gulf County  
CR30A SCOP Project

Contract Amount \$ 609,631.00

Total Amount Completed	\$ 360,338.39
Less Retainage (10%)	(36,033.84)
Less Prior Invoices	<u>(310,507.63)</u>
<b>Total Amount Due &amp; Requested</b>	<b>\$ 13,796.92</b>

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2012 SEP -14 PM 3:13

**DUE DATE 09/01/12**

WE GREATLY APPRECIATE YOUR BUSINESS!!!

APPROVED FOR PAYMENT  
Date 9/4/12 D.H. OK  
Acct. # 40641-63000

PAID  
DATE 9/11/12 OK

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

TO OWNER:  
 GULF COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 1000 CECIL G. COSTIN SR. BLVD.  
 PORT ST. JOE, FL 32456

PROJECT: GULF CO - CR 30A SCOP PROJECT  
 APPLICATION NO 3  
 GAC Job#208

Distribution to:  
 x OWNER  
 x ARCHITECT  
 x CONTRACTOR

FROM CONTRACTOR:  
 GAC CONTRACTORS, INC.  
 4116 N HIGHWAY 231  
 PANAMA CITY, FL 32404

VIA ARCHITECT:  
 PREBLE-RISH, INC.  
 ATTN: CLAY SMALLWOOD, E.I.  
 324 MARINA DRIVE  
 PORT ST. JOE, FL 32456

CONTRACT FOR: FDOT - AQD04/PROJECT#429975-1-58-01 CONTRACT DATE: 04/09/2012

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	609,631.00
2. Net change by Change Orders .....	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	609,631.00
4. TOTAL COMPLETED & STORED TO DATE .....	360,338.39
(Column G on G703)	
5. RETAINAGE:	
a. 10 % of Completed Work	36,033.84
(Column D + E on G703)	
b. % of Stored Material	
(Column F on G703)	
Total Retainage (Lines 5a + 5b or	
Total in Column I of G703) .....	36,033.84
6. TOTAL EARNED LESS RETAINAGE .....	324,304.55
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate) .....	310,507.63
8. CURRENT PAYMENT DUE .....	13,796.92
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..	285,326.45
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: GAC CONTRACTORS, INC

By: [Signature] Date: 8/17/12

State of: FLORIDA County of: BAY  
 Subscribed and sworn to before me this 17th day of August, 2012  
 Notary Public: [Signature]  
 My Commission expires: 11-1-14  
 Commission # EE 038903  
 Expires November 1, 2014  
Empowered By The Troy Fair Insurance 909-359-7010

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 13,796.92

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature] Date: 8/24/12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 3

7-Aug-12

31-Jul-12

PERIOD TO:

GULF COUNTY - CR 30A SCOP PROJECT

ARCHITECT'S PROJECT NO: 003.239

GAC #208

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN DORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) (10%)
<b>SCHEDULE OF VALUES</b>								
<b>GENERAL CONDITIONS</b>								
1	MOBILIZATION(2% OF BID MAX)	12000.00	1.00			\$12,000.00		\$1,200.00
2	BONDS AND INSURANCE (2% OF BID MAX)	5293.43	1.00			\$5,293.43		\$529.34
3	MAINTENANCE OF TRAFFIC	2173.00	0.50	0.35		\$1,847.05	\$325.95	\$184.71
4	CONSTRUCTION LAYOUT	3239.00	1.00			\$3,239.00		\$323.90
5	NPDES PERMIT	2292.00	0.50	0.50		\$2,292.00		\$229.20
	<b>SUB TOTAL</b>	<b>\$24,997.43</b>						
<b>ROAD CONSTRUCTION</b>								
6	CLEAR & GRUB INCLUDING DEMOLITION	7844.00	1.00			\$7,844.00		\$784.40
7	ASPHALT MILLING 1"	4.26		2056.00		\$8,758.56		\$875.86
8	TYPE S P. 9.5 ASPHALT	89.32	2039.62			\$182,178.86	\$151,388.47	\$18,217.89
9	OPTIONAL BASE GROUP 1	5.60	7962.00			\$4,664.80		\$4,925.20
10	OPTIONAL BASE GROUP 6	9.02	2983.00			\$26,906.66		\$2,690.67
11	EXCAVATION REGULAR(PLAN QUANTITY)	961.3	22.93			\$19,834.45		\$1,983.45
12	EXCAVATION BORROW(TRUCK MEASURE)	853.2	6.87			\$2,208.16		\$261.06
13	RELOCATE SIGNS PER FDOT INDEX 17302	54.33				\$217.32		\$21.73
14	RELOCATE MAILBOXES PER FDOT INDEX 5	63.38				\$1,140.84		\$114.08
15	24" THERMOPLASTIC STOP BAR	208.36				\$625.08		\$62.51
16	THERMOPLASTIC STOP MESSAGE	208.36				\$416.72		\$41.67
17	TEMPORARY STRIPING (PAINT)	10505.00	0.50			\$5,252.50		\$525.25
18	16" THERMOPLASTIC S - WHITE EDGE STRIP	16335	1.04			\$16,988.40		\$1,698.84
19	16" THERMOPLASTIC S - YELLOW CENTER	1450	1.04			\$1,508.00		\$150.80
20	6" THERMOPLASTIC SKIP YELLOW CENTR	6950	0.78			\$5,421.00		\$542.10
21	REFLECTIVE PAVEMENT MARKERS(Y-Y-BL	236	5.57			\$1,314.52		\$131.45
22	REFLECTIVE PAVEMENT MARKERS (BLUE)	3	10.42			\$31.26		\$3.13
23	STRIP SEAL EXPANSION JOINTS	1	0.00			\$0.00		\$0.00
24	CONCRETE ENDWALL PER FDOT INDEX 25	17	916.17	17.00		\$15,574.89		\$1,557.49
25	18" ADS PIPE EXTENSION	8	42.56	8.00		\$340.48		\$34.05
26	30" CMP EXTENSION	28	51.26	28.00		\$1,435.28		\$143.53
27	VALVE ADJUSTMENT AND PAD	1	160.21			\$160.21		\$16.02
28	CLEANOUT BOX AND PAD	2	375.31			\$750.62		\$75.06
29	RELOCATE WATER METER	1	100.00			\$100.00		\$10.00
30	SOD (ARGENTINE BAHIA)	15594	3.62			\$56,450.28		\$5,645.03
31	SILT FENCE	17587	0.99			\$17,421.03		\$1,742.10
	<b>SUB TOTAL</b>	<b>\$84,633.57</b>				<b>\$15,329.91</b>	<b>\$249,292.61</b>	<b>\$36,033.84</b>
	<b>GRAND TOTALS</b>	<b>\$609,631.00</b>				<b>\$360,338.39</b>	<b>\$249,292.61</b>	<b>\$36,033.84</b>

G703

43

**WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment of **\$205,451.98** and said payment clearing GAC Contractors' bank account, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through **July 31, 2012**, to **Gulf County Board of County Commissioners**, on the job of **Gulf County – 30A SCOP Project** to the following property:

**CR- 30A , Gulf County, Florida**

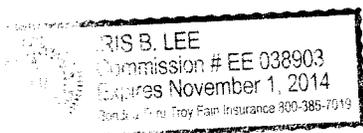
This waiver and release does not cover any retention or labor, services, or material furnished after the date specified. This waiver does not include retainage withheld in the amount of **\$36,033.84**.

Contractor: **GAC Contractors, Inc.**

By: *Pam Costello*  
Printed Name: **Pam Costello**  
Title: **Assistant Controller**

County of **Bay**  
State of **Florida**

Subscribed and sworn before me this 17<sup>th</sup> day of August, 2012.



*Iris B. Lee*

Notary Public State of Florida

My commission expires: November 1, 2014

**Contractor's Application for Payment No. 2**

Application Period: 6/30/12 - 7/31/12	Application Date: 8/8/2012
To (Owner): Gulf County Board of County Commissioners	Via (Engineer): Preble-Rish, Inc.
Project: Stumphole Revetment Phase IV	Contract: Stumphole Revetment Phase IV
Owner's Contract No.:	Contractor's Project No.: 44-2012
	Engineer's Project No.: 3,243

**Application For Payment  
Change Order Summary**

Approved Change Orders Number	Additions	Deductions
1		\$50,100.00
TOTALS		\$50,100.00
NET CHANGE BY CHANGE ORDERS		-\$50,100.00

1. ORIGINAL CONTRACT PRICE..... \$ 5413,680.00
2. Net change by Change Orders..... \$ -\$50,100.00
3. Current Contract Price (Line 1 ± 2)..... \$ \$363,580.00
4. TOTAL COMPLETED AND STORED TO DATE  
(Column D+E on Progress Estimate)..... \$ \$363,580.00
5. RETAINAGE:
  - a. 5% X  Work Completed..... \$ \$18,179.00
  - b. 10% X  Stored Material..... \$
  - c. Total Retainage (Line 5a + Line 5b)..... \$ \$18,179.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ \$345,401.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$96,345.97
8. AMOUNT DUE THIS APPLICATION..... \$ \$249,055.03
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G on Progress Estimate + Line 5 above)..... \$ \$18,179.00

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

*Stacy Newsome Miller*

By: Stacy Newsome Miller, V-P Date: 8/8/2012

Payment of: \$ (Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

Payment of: \$ (Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ Funding Agency (if applicable) \_\_\_\_\_ (Date)

**APPROVED FOR PAYMENT**

Date: 9/5/12 D.H. JK  
Acct # 113538-34000  
Stumphole DRI

FILED FOR RECORD  
REBECCA L. MORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2012 SEP -5 AM 11:23

# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract):		STUMPHOLE REVETMENT PHASE IV CDBG DRJ FUNDS											
Application Period:		6/30/2012-7/31/2012											
Application Number:		2											
Application Date:		8/8/2012											
Item		A		B		C		D		E		F	
Bid Item No.	Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Total Contract Value	Estimated Quantity Installed	Value of Work Installed to Date	QUANTITY OF Materials Presently Stored (not in C)	Total Completed and Stored to Date	% (F / B)	Balance to Finish (B - F)		
1	MOBILIZATION	1	LS	\$ 17,380.00	\$ 17,380.00	1	\$17,380.00		\$17,380.00	100.0%			
2	BONDS AND INSURANCE	1	LS	\$ 5,925.00	\$ 5,925.00	1	\$5,925.00		\$5,925.00	100.0%			
3	MAINTENANCE OF TRAFFIC	1	LS	\$ 1,975.00	\$ 1,975.00	1	\$1,975.00		\$1,975.00	100.0%			
4	CONSTRUCTION LAYOUT	1	LS	\$ 1,500.00	\$ 1,500.00	1	\$1,500.00		\$1,500.00	100.0%			
5	AS-BUILTS	1	LS	\$ 2,800.00	\$ 2,800.00	1	\$2,800.00		\$2,800.00	100.0%			
6	ROCK REVETMENT	115	LF	\$ 3,340.00	\$ 384,100.00	1	\$384,100.00		\$384,100.00	100.0%			
CO 1	DELETE 15 LF ROCK REVETMENT	15	LF	\$ (3,340.00)	\$ (50,103.00)	1	-\$50,100.00		-\$50,100.00	100.0%			
Total Contract					\$ 363,580.00		\$363,580.00		\$363,580.00	100.0%			





THE  
FERGUSON  
GROUP

1100 Connecticut Avenue, NW  
Suite 300  
Washington, D.C. 20036  
202.331.8500  
202.331.1500 fax

SEP 11 3 44 PM '12  
COMMISSIONERS

Invoice Number 0712558  
Invoice Date July 31, 2012  
PO Number  
Contract  
Project 0711-GULFCOUNTY  
Page 1 of 1

Don Butler  
Gulf County, FL  
1000 Cecil G. Costin Sr. Blvd.  
Room 302  
Port St. Joe, FL 32456

Manager Valerie L. Gelnovatch

			Current Amount
<b>REIMBURSABLE EXPENSES</b>			
Telephone		ATTTEG May 12/Jun 12	14.19
Telephone		PAETEC June 2012	5.82
Telephone	Valerie L. Gelnovatch	Telephone - June 2012	4.85
<b>Invoice Total</b>			<b>24.86</b>

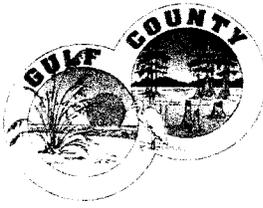
*This invoice is due upon receipt*

Please return yellow copy with payment.

FILED FOR RECORD  
REBECCA L. NORRIS  
CLERK OF CIRCUIT COURT  
GULF COUNTY, FLORIDA  
2012 SEP -14 PM 3: 14

**APPROVED FOR PAYMENT**

Date 9/4/12 D.H. LL  
Acct # 21111-31200



**GULF COUNTY  
EMERGENCY MANAGEMENT**

1000 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, Florida 32456

**INTEROFFICE MEMORANDUM**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MARSHALL NELSON *Marshall*

DATE: SEPTEMBER 4, 2012

SUBJECT: REQUEST TO PURCHASE DELL COMPUTERS, MONITORS AND  
SOUND BARS TO REPLACE OUTDATED EOC COMPUTERS

By this memo we are requesting board approval to purchase 15 Dell Computers (quote #630272091), 15 Dell Monitors (quote #630222575) and 15 Sound Bars (quote #630267224) for a total amount of \$16,881.30. These computers will be used to replace 15 outdated EOC computers. The purchase will be through Dell's GSA contract and will be paid for with grant match funds.

Should you have any questions of need additional information do not hesitate to call me at 850-229-9110.

Attachments: Quote #630272091, #630222575 and #630267224

FILED FOR RECORD  
 REBECCA L. HERRIS  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 2012 SEP -5 AM 11:23

CONSENT  
 DATE 9/11/12 *JK*

Dennis Barfield Sr.

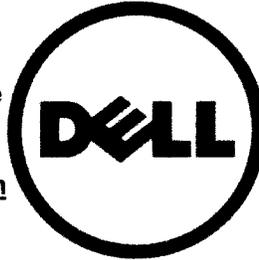
From: Dell [idd\_messaging\_email@dell.com] on behalf of Lucas Barbian [Luke\_Barbian@Dell.com]  
Sent: Monday, August 27, 2012 3:11 PM  
To: dbarfield@gulfcounty-fl.gov  
Subject: Your Dell Quote(s): 630267224,630222575,630272091  
Attachments: ProSupport\_for\_IT\_SMB (2).pdf



Product Services Solutions Support Purchase Help

Your Dell Quote

Thank you for your interest in Dell. This message contains all of the information regarding your products and/or services. Please verify that it is accurate. Use the links below to purchase your new system now or to make modifications before placing your order. Feel free to contact your Sales Professional or visit [www.dell.com](http://www.dell.com) if you have any further questions regarding your purchase.



Thanks again for choosing Dell.

<b>Quote Information</b>	
<b>Customer Number:</b>	110827704
<b>Customer Name:</b>	GULF COUNTY BOARD OF COUNTY CO
<b>Your Sales Professional:</b>	Lucas Barbian <a href="mailto:Luke_Barbian@Dell.com">Luke_Barbian@Dell.com</a> (800) 456-3355x 5132411
<b>Quote Number:</b>	630267224 630222575 630272091
<b>Quote Date:</b>	08/27/2012
<b>Estimated Delivery Date:</b> <a href="#">Learn More</a>	If you place your order today, it is estimated to be delivered on or before <b>9/6/2012</b> .
<b>Customer Information</b>	
<b>Billing Contact:</b>	GULF COUNTY GIS DEPT
<b>Billing Phone Number:</b>	
<b>Billing Address:</b>	BLDG 500 1000 CECIL G COSTIN SR BLVD PORT SAINT JOE, FL 32456-1660
<b>Delivery Contact:</b>	DENNIS BARFIELD
<b>Delivery Phone Number:</b>	(850) 229-6145
<b>Delivery Address:</b>	1000 CECIL G COSTIN SR BLVD RM 309 PORT SAINT JOE, FL 32456-1647

**Quote Details**

**Quote Number: 630267224**

Item Number	Quantity	Item Description	
313-6413	15	AX510PA1 black Sound Bar for all Entry Flat Panel Displays Dell OptiPlex/Precision/ Latitude, Customer Install	\$393.60
*		-DISCOUNT \$131.21	
*		-DISCOUNT/COUPON APPL	

<b>Subtotal:</b>	\$393.60
<b>Shipping &amp; Handling:</b>	\$0.00
<b>Tax:</b>	\$0.00
<b>Environmental Disposal Fee:</b>	\$0.00
<b>Total Price w/Discounts:</b>	<b>\$393.60</b>

**Quote Number: 630222575**

Item Number	Quantity	Item Description	
320-1748	15	Dell E Series E2211H, Widescreen,22in Viewable Image Size,VGA/ DVI,OptiPlex,Precision and Latitude,Customer Kit	
465-5010	15	Thanks for Choosing Dell	
983-2847	15	3YR Limited Warranty Monitor, Advanced Exchange	
*		-DISCOUNT \$19.00	
*		-DISCOUNT/COUPON APPL	

<b>Subtotal:</b>	\$2,013.75
<b>Shipping &amp; Handling:</b>	\$0.00
<b>Tax:</b>	\$0.00
<b>Environmental Disposal Fee:</b>	\$0.00
<b>Total Price w/Discounts:</b>	<b>\$2,013.75</b>

**Quote Number: 630272091**

Item Number	Quantity	Item Description	
225-0781	15	OptiPlex 790 Minitower Base,Standard PSU	
317-6646	15	Opti 790,CORE i3 2120 Processor (3.3GHz, 3M)	
319-0217	15	6GB 2DIMM NON-ECC, 1333MHz DDR3,OptiPlex	
331-2024	15	Dell USB Entry Keyboard, No Hot Keys, English, OptiPlex	
320-3704	15	No Monitor Selected, Dell OptiPlex	
320-2520	15	Integrated Video,HD Graphics 2000, Dell Optiplex 790	
342-2453	15	250GB SATA 6.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex	
469-0478	15	Windows 7 Professional,SP1,No Media, 64-bit, Optiplex, English	
331-3300	15	Dell Back-up and Recovery Manager for Win7, MUI,Optiplex, Precision, Latitude	
330-6228	15	Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop	
421-2262	15	Windows 7 XP Mode,Opti/PWS/Lat/Vost	
421-5334	15	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	
330-9458	15	Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision	
331-2682	15	No Out-of-Band Systems Management, Dell OptiPlex 790	
318-0624	15	16X DVD+/-RW and 16X DVD,Data Only,Dell OptiPlex 790 Minitower	
421-4539	15	Roxio Creator Starter,No Media,Dell OptiPlex, Latitude and Precision Workstation	
421-4370	15	Cyberlink Power DVD 9.5,No Media, Dell OptiPlex, Latitude and Precision Workstation	
331-2021	15	Heat Sink, Mainstream, Dell OptiPlex 790 Minitower	
313-4825	15	No Speaker, OptiPlex	
330-7422	15	Enable Low Power Mode for EUP Compliance,Dell OptiPlex	

421-5078	15	Dell Data Protection Access,OptiPlex
318-0874	15	OptiPlex 790 Minitower Standard Power Supply
331-2689	15	Regulatory Label,Dell OptiPlex 790 Minitower
330-1711	15	Power Cord,125V,2M,C13,Dell OptiPlex
331-2030	15	Documentation,English and French,Dell OptiPlex
330-4817	15	Dell Energy Smart Power Management Settings Enabled,This Item is Not EStar Qualified,OptiPlex
313-3673	15	No Resource DVD for Dell Optiplex, Latitude, Precision
310-9444	15	No Quick Reference Guide,Dell OptiPlex
331-1268	15	Shipping Material for System,Minitower,Dell OptiPlex
421-3950	15	Microsoft Office Starter 2010,OptiPlex,Precision and Latitude
421-3957	15	Microsoft Office Professional 2010,English,OptiPlex,Precision and Latitude
935-2458	15	Dell Limited Hardware Warranty Plus Service Extended Year(s)
929-6617	15	Dell Limited Hardware Warranty Plus Service Initial Year
938-7742	15	ProSupport: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended
951-7640	15	ProSupport: Next Business Day Onsite Service After Remote Diagnosis Initial Year
989-3449	15	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115
984-0012	15	ProSupport : 7x24 Technical Support , 2 Year Extended
984-6650	15	ProSupport : 7x24 Technical Support , Initial
900-9987	15	Standard On-Site Installation Declined

<b>Subtotal:</b>	<b>\$14,473.95</b>
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>
<b>Tax:</b>	<b>\$0.00</b>
<b>Environmental Disposal Fee:</b>	<b>\$0.00</b>
<b>Total Price w/Discounts:</b>	<b>\$14,473.95</b>

**Important Things to Know:**

- The above information on configuration, price, tax, shipping and monthly payment is estimated and subject to verification. Products displayed are available to US customers who take delivery in the 50 United States. In addition, applicable taxes and shipping & handling charges are subject to Dell's terms and conditions of sale located at [www.dell.com/terms](http://www.dell.com/terms) unless you have a separate written agreement. Exceptions to Dell policies are at Dell's sole discretion and additional fees may apply.
- **Please save this Quote Confirmation.** To ensure that your quote is complete and accurate, please verify the configuration meets your needs. If you'd like to place your order online, visit [www.dell.com/quote](http://www.dell.com/quote). With a few simple clicks you can purchase it online. It's that easy.
- Learn more about the [Estimated Delivery Date](#).
- Interested in learning more about the benefits of unlocked phones? Visit the Nokia Brand Store for more details – [www.dell.com/nokia](http://www.dell.com/nokia)
- Looking for the latest fashions in computer bags? Shop our extensive selection at – [www.dell.com/bagboutique](http://www.dell.com/bagboutique)
- Shop Dell's great assortment of Samsung LED & LCD TVs, Blu-Ray, Home Theater, Cameras and Camcorders at – [www.dell.com/samsung](http://www.dell.com/samsung)
- Visit Dell's exciting new GAME Store featuring the latest game titles, consoles and accessories – [www.dell.com/gamestore](http://www.dell.com/gamestore)



Let's Connect...

Dell Small Business collects tax on all orders

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Lynn Lanier

**From:** Houston Whitfield <gulfcountyems@yahoo.com>  
**Sent:** Friday, August 31, 2012 1:45 PM  
**To:** Lynn Lanier  
**Subject:** Consent Agenda Item, Cardiac Monitors  
**Attachments:** Lifenet Value Proposition.doc; Physio-Control Quote.txt

Gulf County was recently awarded a Matching Grant for cardiac monitors from Florida Dept. of Health in the amount of \$47,990.00. This grant will enable EMS to transmit EKG's to area hospitals through the "LIFENET" system. This capability allows the patient to be evaluated by the ER and Cath Lab Doctors while enroute to the Hospital, thus allowing those patients needing to have cardiac cath to go directly to the Cath Lab. This has a direct influence on the patients servival and quality of life.

We have only 2 cardiac monitors connected to the LIFENET System. The monitors now used in the South end of the County are not capable of this. Cardiac monitors listed on the attached Quote will have this capability and will make all cardiac monitors in the County interchangeable.

I am requesting the Board approve the purchase of the monitors and required accessories listed in attached Quote from Physio-Control, as a sole source product and is compatible with the LIFENET System. We have the matching portion of the funding in our budgets.

Thanks,  
 Houston Whitfield  
 850-227-5839

FILED FOR RECORD  
 JUDICIAL CLERK  
 CLERK OF CIRCUIT COURT  
 GULF COUNTY, FLORIDA  
 2012 SEP -4 PM 3:14

CONSENT  
 DATE 9/4/12 u

## The LIFENET® System by Physio-Control

### Value Proposition

#### Overview

The LIFENET System provides EMS and hospital care teams with reliable, quick access to clinical information, helping to improve patient care flow and operational efficiency. It provides customers with a reliable and secure web-based platform linking care teams with emergent patient information prior to treatment and for post-event review. The LIFENET System is the most comprehensive solution on the market today.

#### Overall Benefits of LIFENET System Implementation

- Helps communities set up systems of care for patients experiencing ST-segment elevation myocardial infarction (STEMI), the type of heart attack that reduces or blocks circulation of blood to the heart and can result in death or serious disability for the patient
- Enables emergency medical services (EMS) teams in the field to wirelessly deliver urgent patient care information and alerts to hospital care teams from the field
- Helps EMS teams transport STEMI patients to facilities capable of providing appropriate care for STEMI patients in a cardiac catheterization (cath) lab
- Alerts hospital care teams before the patient's arrival so they can prepare to care for the patient
- Enables care teams to easily share patient information to help improve workflow efficiency

#### Benefits for Hospitals

The LIFENET System helps hospitals accelerate their response, reduce time to treatment and potentially improve clinical outcomes for STEMI patients. The state-of-the-art, web-based system provides hospitals with the following key benefits:

- Alerts hospital care teams about a potential STEMI patient from the field
- Helps the team diagnose the condition and plan treatment with advance notice via a wirelessly transmitted, digital 12-lead ECG from the field
- Allows hospital teams to see the same patient data available to EMS crews
- Enables hospital and EMS teams to easily share data so patients can be transported to facilities that have cardiac catheterization labs, for faster treatment
- Enables cardiac cath lab activation as appropriate so it is ready when the patient arrives
- Helps reduce false positive cath lab activations, thus reducing costs
- Is easy to install without dedicated equipment, servers or maintenance from the hospital's information technology (IT) department
- Is available with a convenient software subscription
- Includes professional implementation services with each subscription

- Is flexible so that each organization can determine how it receives information and alerts from the field to meet its workflow requirements

### **Benefits for EMS Organizations**

EMS work is often like a relay race, where paramedics take the initial lifesaving steps, then transfer care of the cardiac patient to hospital care teams. An early 12-lead ECG, obtained before medicating the patient, is the beginning of the STEMI alerting process.

The LIFENET System helps EMS crews in several key ways:

- Enables EMS to quickly and easily alert hospital teams and provide emergent patient data while focusing on their patient
- Helps EMS crews decide where to transport a patient
- Uses the latest digital technology, so transmission is faster and more reliable than previous technologies and the LIFEPAK 12 and/or 15 monitor/defibrillator is free to provide monitoring and defibrillation
- Quickly routes data to quality assurance and quality improvement teams for post-event review

### **Technology Benefits**

The LIFENET System operates on a web-based platform for maximum flexibility and reliability. It offers a number of technology advantages for organizations. The LIFENET System:

- Is available to hospitals via a convenient subscription
- Helps prevent hospitals from having to support costly hardware and related IT support because Physio-Control manages all maintenance and equipment responsibilities
- Manages over 100 servers across the global data center infrastructure to support the system
- Is equipped with the latest security and protection for the data center, and yet is simple, requiring no firewall modifications
- Is designed with a high level of redundancy to minimize the chances of downtime
- Provides 24-hour network operation monitoring
- Securely handles all data using secure, 128-bit SSL encryption
- Offers easy upgrades: when new features become available, customers can download them via the internet

##



**Physio-Control, Inc.**  
 11811 Willows Road NE  
 P.O. Box 97023  
 Redmond, WA 98073-9723 U.S.A  
 www.physio-control.com  
 www.medtronic.com  
 tel 800.442.1142  
 fax 800.732.0956

To: Houston Whitfield  
 Gulf County Ems  
 140 Library Dr  
 PORT SAINT JOE, FL 32456  
 Phone: (850) 639-9921  
 gulfcountyems@yahoo.com

**Quote#:** 1-219495110  
**Rev#:** 3  
**Quote Date:** 08/30/2012  
**Sales Consultant:** John Moscarillo  
 800-442-1142 x 72260  
**FOB:** Destination  
**Terms:** All quotes subject to credit approval and the following terms & conditions

**Contract:** NASPO #SW300

**Exp Date:** 11/28/2012

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	<b>99577-001255 - LP15 MONITOR/DEFIB, CPR, Pace, to 360j, SPO2, 12L GL, NIBP, CO2, Trend, BT</b>  THE LIFEPAK 15 IS AN ADAPTIV BIPHASIC FULLY ESCALATING (TO 360 JOULES) MULTI-PARAMETER MONITOR/DEFIBRILLATOR . INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 21300-008084 (one per order) and ShipKit- 41577-000138. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	3	\$29,995.00	\$4,499.25	\$0.00	\$25,495.75	\$76,487.25
2	<b>11141-000115 - BASE-REDI-CHARGE MOBILE BATTERY CHARGER</b>  BASE- REDI-CHARGE BATTERY CHARGER	2	\$1,295.00	\$194.25	\$0.00	\$1,100.75	\$2,201.50
3	<b>21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY</b>  RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	12	\$400.00	\$77.85	\$0.00	\$322.15	\$3,865.80
4	<b>11140-000015 - AC POWER CORD</b>	2	\$69.00	\$12.05	\$0.00	\$56.95	\$113.90
5	<b>11140-000052 - LP 15 ADAPTER- REDI-CHARGE BATTERY CHARGER</b>  LP 15 ADAPTER- REDI-CHARGE BATTERY CHARGER	2	\$175.00	\$26.25	\$0.00	\$148.75	\$297.50
6	<b>11577-000002 - KIT - CARRY BAG, MAIN BAG</b>  ACCESSORY 11577-000002 LP15 KIT CRY BAG. Includes shoulder strap 11577-000001	3	\$268.00	\$55.50	\$0.00	\$212.50	\$637.50
7	<b>11220-000028 - Top Pouch</b>  Storage for sensors and electrodes. Insert in place of standard paddles.	3	\$48.00	\$8.90	\$0.00	\$39.10	\$117.30
8	<b>11260-000039 - KIT - CARRY BAG, REAR POUCH</b>  KIT - CARRY BAG, REAR POUCH	3	\$69.00	\$13.75	\$0.00	\$55.25	\$165.75
9	<b>11171-000046 - M-LNCS DCI, ADULT REUSABLE SENSOR, REF 2501</b>  M-LNCS DCI, ADULT REUSABLE SENSOR, REF 2501	3	\$278.00	\$48.50	\$0.00	\$229.50	\$688.50
10	<b>11171-000040 - M-LNCS PDTX,PED ADHESIVE SENSOR,20/BOX, REF 2510</b>  M-LNCS PED ADHESIVE SENSOR,20/BOX, REF 2510	1	\$340.00	\$51.00	\$0.00	\$289.00	\$289.00

Quote#: 1-219495110

Rev#: 3

Quote Date: 08/30/2012

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
11	<b>11141-000106 - LIFEPAK 12 LITHIUM-ION BATTERY PACK</b> RECHARGEABLE LIFEPAK LITHIUM-ION BATTERY PACK WITH FUEL GAUGE FOR LIFEPAK 12 DEFIB/MONITOR. MUST BE CHARGED WITH A COMPATIBLE BSS2. CANNOT BE CHARGED WITH ACPA OR DCPA.	6	\$395.00	\$0.00	\$0.00	\$395.00	\$2,370.00
12	<b>11141-000116 - LP12 ADAPTER- REDI-CHARGE BATTERY CHARGER TRAY</b>	2	\$175.00	\$0.00	\$0.00	\$175.00	\$350.00

SUB TOTAL	\$87,584.00
ESTIMATED TAX	\$0.00
ESTIMATED SHIPPING & HANDLING	\$0.00
<b>GRAND TOTAL</b>	<b>\$87,584.00</b>

**Pricing Summary Totals**

List Price:	\$102,912.00
NASPO #SW300 Contract Discount:	- \$14,887.00
Cash Discounts:	- \$441.00

<b>GRAND TOTAL FOR THIS QUOTE</b>	<b>\$87,584.00</b>
-----------------------------------	--------------------

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:  
# 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

_____	
CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)	
_____	
NAME	_____
_____	
TITLE	_____
_____	
DATE	_____

Ref. Code: MH/12236201/1-3YDYCD

**Notes:**

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

**TERMS OF SALE****General Terms**

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

**Pricing**

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

**Payment**

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

**Delivery**

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

**Delays**

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

**Inspections and Returns**

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at [http://www.physio-control.com/uploadedFiles/support/ReturnPolicy\\_3308529\\_A.pdf](http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf).

**Service Terms**

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

**Warranty**

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

**Patent & Indemnity**

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

**Miscellaneous**

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.



Physio-Control, Inc. | 11811 Willows Road NE, Redmond, WA 98052-2003

ADDRESS

August 30, 2012

PHONE

FAX

EMAIL

WWW

www.physio-control.com

Houston Whitfield  
Gulf County EMS  
140 Library Dr.  
Port St Joe, FL 32456

Dear Mr. Whitfield:

In response to your recent request, I am writing to confirm that Physio-Control, Inc. is the sole source provider in your marketplace for:

- New LIFEPAK® devices
- Our factory refurbished line of RELI devices
- LIFENET® Data Management Solutions
- The LUCAS® Chest Compression System
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections, and repairs

Physio-Control does not utilize the services of any authorized resellers in the sale of these products and services in your marketplace.

Best regards,

Mark Watson  
Associate Contract Analyst  
Physio Control, Inc.  
11811 Willows Road NE  
Redmond, WA 98052-2003



Physio-Control, Inc. | [www.physio-control.com](http://www.physio-control.com)

ADDRESS

August 30, 2012

PHONE

SEVERA

TO CALL

FREE

1-800-333-3333

Houston Whitfield  
Gulf County EMS  
140 Library Dr.  
Port St Joe, FL 32456

[www.physio-control.com](http://www.physio-control.com)

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Best regards,

---

Mark Watson  
Associate Contract Analyst  
Physio Control, Inc.  
11811 Willows Road NE  
Redmond, WA 98052-2003



## The LIFENET® System by Physio-Control

### Value Proposition

#### Overview

The LIFENET System provides EMS and hospital care teams with reliable, quick access to clinical information, helping to improve patient care flow and operational efficiency. It provides customers with a reliable and secure web-based platform linking care teams with emergent patient information prior to treatment and for post-event review. The LIFENET System is the most comprehensive solution on the market today.

#### Overall Benefits of LIFENET System Implementation

- Helps communities set up systems of care for patients experiencing ST-segment elevation myocardial infarction (STEMI), the type of heart attack that reduces or blocks circulation of blood to the heart and can result in death or serious disability for the patient
- Enables emergency medical services (EMS) teams in the field to wirelessly deliver urgent patient care information and alerts to hospital care teams from the field
- Helps EMS teams transport STEMI patients to facilities capable of providing appropriate care for STEMI patients in a cardiac catheterization (cath) lab
- Alerts hospital care teams before the patient's arrival so they can prepare to care for the patient
- Enables care teams to easily share patient information to help improve workflow efficiency

#### Benefits for Hospitals

The LIFENET System helps hospitals accelerate their response, reduce time to treatment and potentially improve clinical outcomes for STEMI patients. The state-of-the-art, web-based system provides hospitals with the following key benefits:

- Alerts hospital care teams about a potential STEMI patient from the field
- Helps the team diagnose the condition and plan treatment with advance notice via a wirelessly transmitted, digital 12-lead ECG from the field
- Allows hospital teams to see the same patient data available to EMS crews
- Enables hospital and EMS teams to easily share data so patients can be transported to facilities that have cardiac catheterization labs, for faster treatment
- Enables cardiac cath lab activation as appropriate so it is ready when the patient arrives
- Helps reduce false positive cath lab activations, thus reducing costs
- Is easy to install without dedicated equipment, servers or maintenance from the hospital's information technology (IT) department
- Is available with a convenient software subscription
- Includes professional implementation services with each subscription

- Is flexible so that each organization can determine how it receives information and alerts from the field to meet its workflow requirements

### **Benefits for EMS Organizations**

EMS work is often like a relay race, where paramedics take the initial lifesaving steps, then transfer care of the cardiac patient to hospital care teams. An early 12-lead ECG, obtained before medicating the patient, is the beginning of the STEMI alerting process.

The LIFENET System helps EMS crews in several key ways:

- Enables EMS to quickly and easily alert hospital teams and provide emergent patient data while focusing on their patient
- Helps EMS crews decide where to transport a patient
- Uses the latest digital technology, so transmission is faster and more reliable than previous technologies and the LIFEPAK 12 and/or 15 monitor/defibrillator is free to provide monitoring and defibrillation
- Quickly routes data to quality assurance and quality improvement teams for post-event review

### **Technology Benefits**

The LIFENET System operates on a web-based platform for maximum flexibility and reliability. It offers a number of technology advantages for organizations. The LIFENET System:

- Is available to hospitals via a convenient subscription
- Helps prevent hospitals from having to support costly hardware and related IT support because Physio-Control manages all maintenance and equipment responsibilities
- Manages over 100 servers across the global data center infrastructure to support the system
- Is equipped with the latest security and protection for the data center, and yet is simple, requiring no firewall modifications
- Is designed with a high level of redundancy to minimize the chances of downtime
- Provides 24-hour network operation monitoring
- Securely handles all data using secure, 128-bit SSL encryption
- Offers easy upgrades: when new features become available, customers can download them via the internet

##

BOARD OF COUNTY COMMISSIONERS  
GULF COUNTY, FLORIDA  
**CHIEF ADMINISTRATOR'S OFFICE**

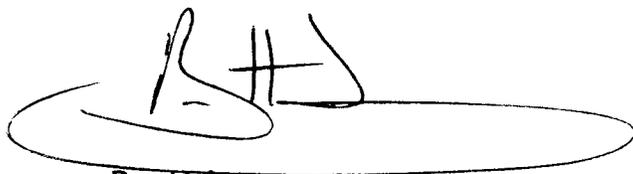
Brett Lowry, Deputy Administrator  
1000 CECIL G. COSTIN SR. BLVD., ROOM 301 A, PORT ST. JOE, FLORIDA 32456  
PHONE (850)229-5335 • FAX (850) 229-5334 • EMAIL: blowry@gulfcountry-fl.gov  
DATE AND TIME OF MEETINGS • SECOND AND FOURTH TUESDAY AT 6:00 P.M., E.T.

## MEMORANDUM

**TO:** William C. Williams, Chairman  
**FROM:** Brett Lowry, Deputy Administrator  
**SUBJECT:** SHIP Annual Reports FY 2009/10, FY 2010/11, FY 2011/12  
**DATE:** September 4, 2012

It is my recommendation for the approval of the SHIP Annual Reports FY 2009/2010, FY 2010/2011, and FY 2011/2012. Our SHIP Consultant Mr. Chaney, along with Attorney Novak have both, reviewed these reports before submitting to the B.O.C.C. Upon approval, the reports will be forwarded to Florida Housing Coalition.

Thanks,



Brett Lowry,  
Deputy Administrator

FILED FOR RECORD  
 FEDERAL COURTS  
 CLERK OF DISTRICT COURT  
 GULF COUNTY, FLORIDA  
 2012 SEP -4 PM 3:13

9/4/12 cc

CERTIFICATION  
For Implementation of  
Regulatory Reform Activities  
Required by S.H.I.P.

On behalf of Gulf County B.O.C.C., I hereby certify that the following information  
(NAME OF LOCAL GOVERNMENT)  
is true and accurate as of the date of submission:

- 1) Permits as defined in s.163.3164(7) and (8)\* for affordable housing projects are expedited to a greater degree than other projects; and
- 2) There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
- 3) The cumulative cost per newly constructed housing per housing unit, from these actions for \*\*FY 12 is estimated to be \$0.00.
- 4) The cumulative cost per rehabilitated housing per housing unit, from these actions for \*\*FY 12 is estimated to be \$0.00.

\_\_\_\_\_  
Date \_\_\_\_\_ Date 09/11/12  
Witness \_\_\_\_\_ Chief Elected Official

William C. Williams, Chairman  
\_\_\_\_\_  
(Type) Name and Title

\_\_\_\_\_  
Date \_\_\_\_\_ Date 09/11/12  
Witness \_\_\_\_\_ County/City Administrator  
(whichever applies)

Donald Butler, Chief Administrator  
\_\_\_\_\_  
(Type) Name and Title

Or

\_\_\_\_\_  
Date \_\_\_\_\_  
Attest (Seal)

\* 163.3164(7) of the Florida Statutes: "Development order" means any order granting, denying, or granting with conditions an application for a development permit. 163.3164(8) of the Florida Statutes: "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

### CERTIFICATION

On behalf of Gulf County B.O.C.C., I hereby certify that the information presented  
(NAME OF LOCAL GOVERNMENT)  
herein is true and accurate as of the date of submission.

\_\_\_\_\_  
Date \_\_\_\_\_ Date 09/11/12  
Witness \_\_\_\_\_ Chief Elected Official or Designee

\_\_\_\_\_  
Date \_\_\_\_\_ William C. Williams, Chairman Date 09/11/12  
Witness \_\_\_\_\_ (Type) Name and Title

Or

\_\_\_\_\_  
Date \_\_\_\_\_  
Attest (Seal)

---

### GENERAL INFORMATION

Name of Person to call regarding the **Annual Report** Form: Brett Lowry, Deputy Administrator

Telephone Number: (850) 229-5335

**Title: SHIP Annual Report**  
Gulf County FY 2009/2010

**Report Status: Unsubmitted**

**Form 1**

### SHIP Distribution Summary

#### Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
24	FHOP	\$40,000.00	5				
3	Rehabilitation			\$200,000.00	6	\$99,984.26	4
<b>Homeownership Totals:</b>		<b>\$40,000.00</b>	<b>5</b>	<b>\$200,000.00</b>	<b>6</b>	<b>\$99,984.26</b>	<b>4</b>

#### Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
<b>Rental Totals:</b>							
<b>Subtotals:</b>		<b>\$40,000.00</b>	<b>5</b>	<b>\$200,000.00</b>	<b>6</b>	<b>\$99,984.26</b>	<b>4</b>

#### Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$35,000.00		
Homeownership Counseling			
Admin From Program Income	\$2,848.00		
Admin From Disaster Funds			

<b>Totals:</b>	<b>\$77,848.00</b>	<b>5</b>	<b>\$200,000.00</b>	<b>6</b>	<b>\$99,984.26</b>	<b>4</b>
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#### Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$310,000.00
Program Income (Interest)	\$4,734.55
Program Income (Payments)	\$23,750.00
Recaptured Funds	
Disaster Funds	\$ .00
FLHOP Disbursement	\$40,000.00
Other Funds	
Carryover funds from previous year	-\$652.29
<b>Total:</b>	<b>\$377,832.26</b>

\* Carry Forward to Next Year: \$ .00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

### Form 2

#### Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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**Recap of Funding Sources for Units Produced**

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$40,000.00	4.33%
Public Moneys Expended	\$0.00	.00%
Private Funds Expended	\$884,069.00	95.67%
Owner Contribution	\$0.00	.00%
Total Value of All Units	\$924,069.00	100.00%

**SHIP Program Compliance Summary - Home Ownership/Construction/Rehab**

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$240,000.00	\$310,000.00	77.42%	65%
Construction / Rehabilitation	\$240,000.00	\$310,000.00	77.42%	75%

**Program Compliance - Income Set-Asides**

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds %
Extremely Low				\$0.00	.00%
Very Low		\$120,000.00	\$50,000.00	\$170,000.00	50.32%
Low	\$8,000.00	\$80,000.00	\$49,984.26	\$137,984.26	40.84%
Moderate				\$0.00	.00%
Over 120%-140%	\$8,000.00			\$8,000.00	2.37%
Over 140%	\$24,000.00			\$24,000.00	7.10%
<b>Totals:</b>	\$40,000.00	\$200,000.00	\$99,984.26	\$339,984.26	100.64%

**Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside**

Description	Special Target Group	Expended Funds	Total # of Expended Units
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**Project Funding for Expended Funds Only**

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$ .00	0
Very Low					\$ .00	0
Low	\$8,000.00	1			\$8,000.00	1
Moderate					\$ .00	0
Over 120%-140%	\$8,000.00	1			\$8,000.00	1
Over 140%	\$24,000.00	3			\$24,000.00	3
<b>Totals:</b>	<b>\$40,000.00</b>	<b>5</b>	<b>\$ .00</b>	<b>0</b>	<b>\$40,000.00</b>	<b>5</b>

**Form 3**

**Number of Households/Units Produced**

Description	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 120%-140%	Over 140%	Total
FHOP				1		1	3	5
<b>Totals:</b>				<b>1</b>		<b>1</b>	<b>3</b>	<b>5</b>

**Characteristics/Age (Head of Household)**

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
FHOP		2	2	1		5
<b>Totals:</b>		<b>2</b>	<b>2</b>	<b>1</b>		<b>5</b>

**Family Size**

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
FHOP		1	4		5
<b>Totals:</b>		<b>1</b>	<b>4</b>		<b>5</b>

**Race (Head of Household)**

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
FHOP		5						5
<b>Totals:</b>		<b>5</b>						<b>5</b>

**Special Needs (Any Member of Household)**

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Special Needs	Special Needs	Total
FHOP								0
<b>Totals:</b>								<b>0</b>

## Form 4

### Status of Incentive Strategies

Incentive Strategy:

Expedited Permitting  
Ongoing Review

Adopting Ordinance or Resolution Number or identify local policy:

In current Local Housing Assistance Plan

Implementation Schedule (Date):

These incentive strategies have been ongoing for many years.

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

These incentive strategies have been ongoing for many years.

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

Functioning as intended.

### Support Services

Homebuyer counseling is provided to potential homebuyers.

### Other Accomplishments

None to report.

### Availability for Public Inspection and Comments

Gulf County will post the annual report on the Gulf County website.

### Default and Foreclosure

#### Mortgage Foreclosures

- A. Very low income households in foreclosure: 0
- B. Low income households in foreclosure: 0
- C. Moderate households in foreclosure: 0

#### Mortgage Defaults

- A. Very low income households in default: 0
- B. Low income households in default: 0
- C. Moderate households in default: 0

### Welfare to Work Programs

N/A

### Strategies and Production Costs

Strategy	Average Cost
FHOP	\$8,000.00
Rehabilitation	\$35,000.00

### Expended Funds

Total Unit Count: 5      Total Expended Amount: \$40,000.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
FHOP	David and Gia Barnes	106 Heritage Lane	Port St. Joe	32456	\$8,000.00	<input type="checkbox"/>
FHOP	Joshua and Kayla Dailey	110 Sunset Circle	Port St. Joe	32456	\$8,000.00	<input type="checkbox"/>
FHOP	John Ludlam	334 Hill Top Drive	Wewahitchka	32465	\$8,000.00	<input type="checkbox"/>
FHOP	Dan and Ann Shefferly	142 Magellan Street	Port St. Joe	32456	\$8,000.00	<input type="checkbox"/>
FHOP	Aaron and Marci Watson	909 20th Street	Port St. Joe	32456	\$8,000.00	<input type="checkbox"/>

### Administrative Expenditures

\$30,000 Paid to Gulf County Community Development Corporation(CDC)  
 for program implementation  
 \$ 5,000.00 County Audit

### Sub Recipients and Consultants

Name	Business Type	Strategy Covered	Responsibility
None since mid 2011			

### Program Income

Program Income Funds	
Loan Repayment:	\$23,750.00
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	\$4,734.55
Other ():	
<b>Total:</b>	<b>\$28,484.55</b>

### Explanation of Recaptured funds

Description	Amount



**Title: SHIP Annual Report**  
**Gulf County FY 2010/2011**

Report Status: Unsubmitted

**Form 1**

**SHIP Distribution Summary**

**Homeownership**

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Rehabilitation					\$24,052.12	1

**Homeownership Totals:** \$24,052.12      1

**Rentals**

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units

**Rental Totals:**

**Subtotals:** \$24,052.12      1

**Additional Use of Funds**

Use	Expended	Encumbered	Unencumbered
Administrative		\$2,672.00	
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

**Totals:** \$0.00 \$2,672.00 \$24,052.12 1

**Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund**

Source of Funds	Amount
State Annual Distribution	
Program Income (Interest)	\$2,724.12
Program Income (Payments)	\$24,000.00
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$0.00
<b>Total:</b>	<b>\$26,724.12</b>

\* Carry Forward to Next Year: \$0.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

**Form 2**

Page 2

**Rental Unit Information**

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
-------------	------	-------	-------	-------	-------

**Recap of Funding Sources for Units Produced**

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended		#Error
Public Moneys Expended	\$ .00	#Error
Private Funds Expended	\$ .00	#Error
Owner Contribution	\$ .00	#Error
Total Value of All Units	\$ .00	#Error

**SHIP Program Compliance Summary - Home Ownership/Construction/Rehab**

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$23,164.26	\$ .00	#Error	65%
Construction / Rehabilitation	\$23,164.26	\$ .00	#Error	75%

**Program Compliance - Income Set-Asides**

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds %
Extremely Low				\$ .00	.00%
Very Low			\$23,164.26	\$23,164.26	86.68%
Low				\$ .00	.00%
Moderate				\$ .00	.00%
<b>Totals:</b>	\$ .00	\$ .00	\$23,164.26	\$23,164.26	86.68%

**Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside**

Description	Special Target Group	Expended Funds	Total # of Expended Units
-------------	----------------------	----------------	---------------------------

**Project Funding for Expended Funds Only**

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit \$s	Total Funds SHIP Grants	SHIP Grant Unit \$s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$ .00	0			\$ .00	0
Very Low	\$ .00	0			\$ .00	0
Low	\$ .00	0			\$ .00	0
Moderate	\$ .00	0			\$ .00	0
<b>Totals:</b>	\$ .00	0	\$ .00	0	\$ .00	0

**Form 3**

**Number of Households/Units Produced**

Description	List Unincorporated and Each Municipality	ELI	VLI	Low	Med	Total
-------------	---	-----	-----	-----	-----	-------

Totals: 0

**Characteristics/Age (Head of Household)**

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
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Totals: 0

**Family Size**

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
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Totals: 0

**Race (Head of Household)**

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
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Totals: 0

**Special Needs (Any Member of Household)**

Description	List Unincorporated and Each Municipality	Farm Worker	Dis-abled	Home-less	Elderly	Special Needs	Special Needs	Total
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Totals: 0

**Form 4**

**Expended Funds**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Link Covered
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Gulf County 2010 Interim-1

# Title: SHIP Annual Report

## Gulf County FY 2011/2012

Report Status: Unsubmitted

### Form 1

#### SHIP Distribution Summary

##### Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Rehabilitation					\$340,718.42	9
<b>Homeownership Totals:</b>						<b>\$340,718.42</b>	<b>9</b>

##### Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
<b>Rental Totals:</b>							

**Subtotals: \$340,718.42 9**

#### Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative		\$35,000.00	
Homeownership Counseling			
Admin From Program Income		\$2,857.00	
Admin From Disaster Funds			

**Totals: \$0.00 \$37,857.00 \$340,718.42 9**

#### Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$1,580.28
Program Income (Payments)	\$26,995.14
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$0.00
<b>Total:</b>	<b>\$378,575.42</b>

**\* Carry Forward to Next Year: \$0.00**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

**Form 2**

Page 2

**Rental Unit Information**

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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**Recap of Funding Sources for Units Produced**

Source of Funds Produced Through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended		#Error
Public Moneys Expended	\$ .00	#Error
Private Funds Expended	\$ .00	#Error
Owner Contribution	\$ .00	#Error
Total Value of All Units	\$ .00	#Error

**SHIP Program Compliance Summary - Home Ownership/Construction/Rehab**

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	\$1.5000 Minimum %
Homeownership	\$275,000.00	\$350,000.00	78.57%	65%
Construction / Rehabilitation	\$275,000.00	\$350,000.00	78.57%	75%

**Program Compliance - Income Set-Asides**

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds %
Extremely Low				\$ .00	.00%
Very Low			\$300,000.00	\$300,000.00	79.24%
Low			\$40,718.42	\$40,718.42	10.76%
Moderate				\$ .00	.00%
<b>Totals:</b>	\$ .00	\$ .00	\$340,718.42	\$340,718.42	90.00%

**Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside**

Description	Special Target Group	Expended Funds	Total # of Expended Units
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**Project Funding for Expended Funds Only**

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$ .00				\$ .00	0
Very Low	\$ .00				\$ .00	0
Low	\$ .00				\$ .00	0
Moderate	\$ .00				\$ .00	0
<b>Totals:</b>	\$ .00	0	\$ .00	0	\$ .00	0

**Form 3**

**Number of Households/Units Produced**

Description	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Totals:						0

**Characteristics/Age (Head of Household)**

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Totals:						0

**Family Size**

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
Totals:					0

**Race (Head of Household)**

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Totals:								0

**Special Needs (Any Member of Household)**

Description	List Unincorporated and Each Municipality	Farm Worker	Dis-abled	Home-less	Elderly	Special Needs	Special Needs	Total
Totals:								0

**Form 4**

**Expended Funds**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Half Counted
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Gulf County 2011 Interim-2

## PUBLIC NOTICE

**A Public Hearing will be held at the Planning and Development Review Board (PDRB) meeting on Monday, August 20 , 2012 at 8:45 a.m. EST, and at the Board of County Commissioners (BOCC) meeting on Tuesday, August 28, 2012 at 6:00 p.m. EST. Both public hearings will be held in the BOCC Meeting Room at the Robert M. Moore Administration Building, 1000 Cecil G. Costin Sr. Blvd., Port St. Joe, Florida. The public hearings will be to discuss and act on the following:**

1. Variance Application - Mickey and Sharon Winchester - Parcel ID # 03805-130R-  
Located in Section 23, Township 6 South, Range 11 West, Gulf County, Florida -  
encroachment into road setback.
2. Development Policy, Ordinances, Comprehensive Plan and LDR Revisions
  - Comprehensive Plan Amendments
    - Transmittal of proposed military support and other comp plan amendments
    - Comp Plan and LDR review of vested private properties within conservation land use amendment
  - Occupational License
  - Construction without permit penalties and fines
  - After the fact variances penalties and fines
  - Additional development & planning issues
3. Public and Open Discussion

The public is encouraged to attend and be heard on these matters. Information prior to the meeting can be viewed at the Planning Department at 1000 Cecil G. Costin Sr. Blvd., Room 311.

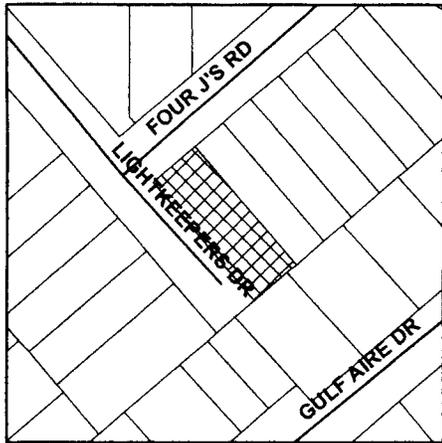
Ad #2012-83

Date: August 9, 2012 and August 16, 2012

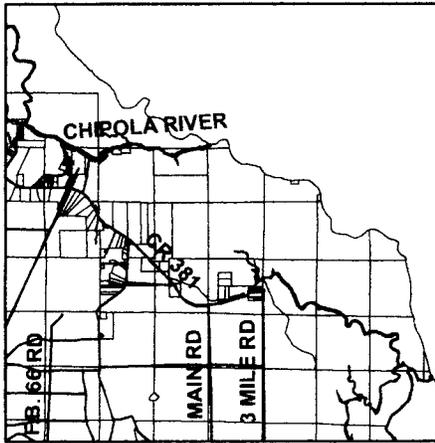
Invoice: Gulf County Planning Department

**Size: Headline no smaller than 18 point**  
**Must be at least 2 columns wide by 10 inches long**  
**Must not appear in the newspaper portions where legal notices and classified advertisements appear**  
**MAP**

Variance - Mickey & Sharon Winchester



Vested Private Property in Conservation



Military Support Amendment

