

SUGGESTED AGENDA

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA**

**MONDAY, JANUARY 6, 2020
6:00 P.M.**

**201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE**

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE BIDS FOR CONSTRUCTION OF THE HOUCK ROAD WIDENING/RESURFACING PROJECT, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

CONSENT ITEMS:

5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

7. THE BOARD TO CONSIDER APPROVAL OF AIG TANKGUARD PROGRAM RENEWAL, AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF FOREST CAPITAL HALL LEASE AGREEMENT RENEWAL WITH FIRST BAPTIST CHURCH, FOR THE OPERATION OF THE UPWARD BASKETBALL LEAGUE, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER APPROVAL OF LETTER OF SUPPORT FOR EMERGENCY MEDICAL SERVICES (EMS) MATCHING GRANT APPLICATION FOR THE PURCHASE OF MONITORS/DEFIBRILLATORS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
10. THE BOARD TO CONSIDER APPROVAL OF LETTER OF SUPPORT FOR EMERGENCY MEDICAL SERVICES (EMS) MATCHING GRANT APPLICATION FOR THE PURCHASE OF NEW BARIATRIC AMBULANCE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
11. THE BOARD TO CONSIDER APPROVAL OF LETTER OF SUPPORT FOR NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP, INC., AS AGENDAED BY THE COUNTY ADMINISTRATOR.
12. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT OF MODIFICATION FOR THE BIG HANGAR LEASE AGREEMENT AT PERRY-FOLEY AIRPORT WITH FLORIDA DIVISION OF FORESTRY, AS AGENDAED BY WARD KETRING, AIRPORT MANAGER.
13. THE BOARD TO CONSIDER APPROVAL OF BID AWARD AND CONTRACT WITH TRI-COUNTY FIRE AND SAFETY EQUIPMENT CO., FOR FIRE EXTINGUISHER MAINTENANCE CONTRACT, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.
14. THE BOARD TO CONSIDER ACCEPTANCE OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) GRANT FOR TAYLOR COUNTY ARTIFICIAL REEF MONITORING FY 2019-2020, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.
15. THE BOARD TO CONSIDER APPROVAL OF BID DOCUMENTS/ADVERTISING FOR LEASING OF 406 ACRES AT PERRY FOLEY AIRPORT TO BE HARVESTED AS HAY, AS AGENDAED BY MELODY COX, GRANTS WRITER.

16. THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE'S RECOMMENDATION OF AWARD FOR THE FOLEY CUT-OFF ROAD WIDENING AND RESURFACING PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
17. THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE'S RECOMMENDATION OF AWARD FOR THE PINECREST STREET RESURFACING PROJECT, AS AGENDAED BY THE COUNTY ENGINEER.

PUBLIC REQUESTS:

18. THE BOARD TO CONSIDER REQUEST TO AMEND TAYLOR COUNTY CODE 66-150, AS AGENDAED BY RAY CURTIS, ATTORNEY FOR JKSW INVESTMENTS, LLC.

COUNTY STAFF ITEMS:

19. THE BOARD TO CONSIDER ADOPTION OF TRAFFIC SIGNAL AND FLASHING BEACON MAINTENANCE RESOLUTION, AS AGENDAED BY HANK EVANS, PUBLIC WORKS DIRECTOR.

GENERAL BUSINESS:

20. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION DECLARING TAYLOR COUNTY A SECOND AMENDMENT SANCTUARY.

COUNTY ADMINISTRATOR ITEMS:

21. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
22. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
23. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

6

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

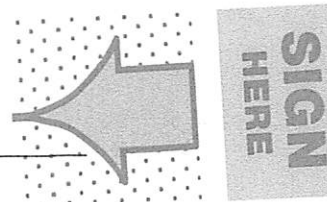
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$5,515	001-3899010	General Fund - Cash Brought Forward
\$5,515	9001-59917	General Fund Reserves - Reserve for Capital-Jail

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of January, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



Represents "jail rental revenue" funds accumulated for capital @ 9/30/19 - in excess of amount budgeted 2020 FY

JAIL MAINTENANCE RESERVE FUND

BEGINNING BALANCE 10/1/18

114,311.72

FY 2018/19 RECEIPTS:

LOCAL - Jail Rental Revenue Collected in Excess of Budget

21,204.00 001-3415250

FY 2018/19 EXPENDITURES:

- 9001-59917

ENDING BALANCE 9/30/2018

135,515.72 (*)

(*) This amount should be reserved on the balance sheet (001-2470030).

This reserve fund is used to track the balance of funds allocated for future capital improvements/repairs to the County jail facility. The funds are generated from jail rental revenue, in excess of that budgeted.

Funds generated are cumulative. All transfers of funds from this account require Board approval. The intent for establishing this fund, was for the County to accumulate funds for MAJOR improvements that may be required in the future, for which the County may otherwise not have the necessary available funding. {Future excess jail rental revenue relies primarily on potential contracts with other Counties for housing their inmates. It is anticipated that the contracts will be minimal in the future.}

actual CF @
9/30/19

Est. Budgeted
amt was
\$130,000

need to
adjust FY 20
Budget by
\$5,515

(jail maintenance reserve dmv 12/30/19)

DWelch
12/30/19

SUNGARD PENTAMATION, INC.
DATE: 12/30/2019
TIME: 12:23:15

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='9001' and expledgr.account='59917'
ACCOUNTING PERIOD: 1/20

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT
TOTALLED ON: FUND, TOTL/DEPT
PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-580 OTHER USES
ACTIVITY-590 OTHER NON-OPERATING
TOTL/DEPT-9001 GENERAL FUND RESERVES

ACCOUNT - - - - - TITLE - - - - -

	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
59917 RESERVE-CAPITAL/JAIL	130,000.00	130,000.00	.00	.00	130,000.00	.00
TOTAL GENERAL FUND RESERVES	130,000.00	130,000.00	.00	.00	130,000.00	.00
TOTAL GENERAL FUND	130,000.00	130,000.00	.00	.00	130,000.00	.00
TOTAL REPORT	130,000.00	130,000.00	.00	.00	130,000.00	.00

Budget @ 10/1/19
For FY 19/20
Dwelch.

RESOLUTION

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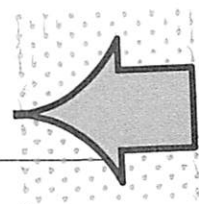
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 700	001-3631150	Gen Fund - 911 Access Fee-Local
\$ 600	001-3631154	Gen Fund-Supplemental Wireless 911
\$ 1,200		
\$ 700	0227-55401	E911 System/Books/Publ/Sub/Memb
\$ 600	0237-54100	Communications
\$ 1,200		

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Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
& DATE**

Special Training Disbursement for 911 and E911 service

Special Training Disbursement Fund Allocation

\$600.00 – Travel 0237-54100 \$1200.00
911 Wireless
Supp. Grant
- Communications
Revenue = 001-3631154
Supplemental Wireless 94

\$700.00 – Training 0227-55401
Eqll /
System Book/Paid/Sub/memb/Train
Revenue = 001-3631150
911 Access fee-local



Florida E911 Board
P.O. Box 620
Perry, FL 32348
Phone: 904.241.1234
Fax: 904.241.1235
www.floridae911board.com

November 25, 2019

Taylor County Board of County Commissioners
ATTN: Finance & Accounting
P.O. Box 620
Perry, FL 32348

FEID #F596000879026

Dear Taylor County Board of County Commissioners:

In accordance to paragraph 365.172(6)(e) Florida Statutes, the E911 Board after taking the action required in sub-subparagraphs a.-d., may review and, with all members participating in the vote, adjust the percentage allocations or adjust the amount of the fee, or both, under paragraph (8)(g), and, if the Board determines that the revenues in the wireless category exceed the amount needed to reimburse wireless providers for the cost to implement E911 services, the Board may transfer revenue to the counties from the existing funds within the wireless category. The Board shall disburse the funds equitably to all counties using a timeframe and distribution methodology established by the Board.

On Sep. 18, 2019, the Florida E911 Board voted to disburse funding for the Fall 2019 Coordinator Conference meeting and training sessions based on the county 911 coordinator attendance sign-in at the meeting or trainings. It is with great pleasure that the board sends the enclosed check, which represents this special disbursement for your county representation at the Fall 2019 Coordinator Conference meeting and training sessions. **These funds shall be used solely to pay recurring and non-recurring costs of providing 911 and E911 service, as provided by subsection 365.172(10) and subsection 365.173(2), Florida Statutes.**

Special Training Disbursement

\$1,200.00

Separate accounting should be established for the receipt and expenditure of all E911 fee revenues based on the 2014 legislation, subsection 365.173(2)(d), Florida Statutes.

RECEIVED

DEC 26 2019

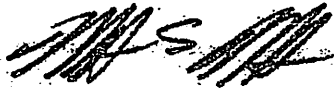
ANNIE MAE MURPHY

Board Members: Laurene J. Anderson • Carolyn Dill-Cotlier • Chestley Dillon • Benjamin J. Guthrie
Matthew E. Matney • Christie A. Pontis-Mason • Ira U. Pyles • Casey E. Rutherford
CLERK, CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Special Disbursement - Training
November 25, 2019
Page Two

If you have questions about this check, the method of calculating the check amount or other issues related to the E911 Board, please call Kent Raheb at (850) 922-7417.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Matney', with a stylized flourish at the end.

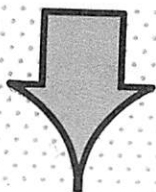
Matthew E. Matney, Chief
Bureau of Public Safety.

MM/KR

**SIGN
& DATE**



7



Renewal Warranty Acknowledgement

Florida League of Cities Inc

APPLICANT: _____

BROKER: _____

(Signature)
Taylor County Board of
Commissioners

(Firm)
125 E Colonial Dr
Orlando, FL 32801-

APPLICANT: _____
(Print Name)

(Street Mailing Address)

Christopher Krepcho

(Contact person)

DATE: _____

(Phone #, Fax #, Email Address)

(Signature of Broker or Agent)
W237716

(License Number and State)

0596001124

(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expirations expiration date. Please visit our website www.policymanagers.com to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Policy Managers®

317 Riveredge Boulevard, Suite 206 • Cocoa, Florida 32922 • 800.475.4055 • Fax: 321.433.1093 • www.policymanagers.com
A Division of Chamber Insurance Agency Services, LLC

December 16, 2019

Taylor County Board of
Commissioners
PO Box 620
Perry,

FL 32348

RECEIVED

DEC 26 2019

IMPORTANT RENEWAL NOTICE

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Re: AIG TankGuard® Program
Insured: Taylor County Board of
Commissioners
Policy Number: FPL007509952
Expiration Date: 4/27/20

Dear Insured:

We are pleased to announce that we have streamlined and improved the renewal process for the TankGuard® program.

As you know, the above TankGuard® policy is scheduled for renewal with Commerce & Industry Insurance Company on the date indicated above.

In order to renew the above coverage, we will simply require that you complete the enclosed Renewal Warranty Statement. We are very pleased to advise that upon our receipt of the fully completed Renewal Warranty the captioned policy will now be automatically renewed. We will no longer require a fully complete application unless there have been material changes to the risk.

We ask that you please complete the enclosed Renewal Warranty Statement and promptly forward it to your agent/broker:

Florida League of Cities Inc
125 E Colonial Dr
Orlando, FL 32801-

Please note, that we will need to receive the completed Renewal Warranty Statement from your agent/broker within 35 days of the date of this letter. We will not be able to automatically renew the above policy until we have received your fully completed Renewal Warranty Statement.

Please note that if we do not receive the Warranty Statement within this time frame, State Insurance Regulations require us to send a notice of non-renewal to you.

State Insurance Regulations also require that we provide advance notice of any material changes in terms and conditions of your current coverage and/or changes to underwriting guidelines. Therefore, we must advise you that your policy may be renewed with different rates, terms and conditions

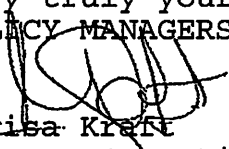
Taylor County Board of
Commissioners
December 16, 2019
Page 2

resulting from increased exposure or from rate increases as approved by the applicable state agency.

In closing, we remind you that your policy is a "claims-made" form, requiring that claims be made against the insured and reported to the Company during the policy period for coverage to be provided, subject to all terms, conditions and exclusions. Therefore, if your policy is not renewed, there will be no coverage for any claims reported subsequent to your policy's expiration date unless an Extended Reporting Period is purchased. Instructions for purchasing an Extended Reporting Period Endorsement are provided in your policy.

Should you have any questions concerning the enclosed material, please have your agent contact us.

Very truly yours,
POLICY MANAGERS®


Marisa Kraft
Account Executive
mkraft@policymanagers.com

cc: Christopher Krepcho
Florida League of Cities Inc
125 E Colonial Dr
Orlando, FL 32801-



**Storage Tank Third Party Liability
TankGuard[®] Renewal Warranty**

NAMED INSURED: Taylor County Board of
Commissioners
INSURER: Commerce and Industry Insurance Company
POLICY NUMBER: FPL007509952
POLICY PERIOD: 4/27/20 - 04/27/21

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

☐ \$1 million/\$1 million ☐ \$1 million/\$ 2 million ☐ \$2 million/\$2 million

☐ OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

☐ \$5,000 ☐ \$10,000 ☐ \$25,000 ☐ \$50,000 ☐ \$100,000

For Deductibles above \$50,000, please include your most current audited financial statement.

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, REJECTS in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Terrorism Act Premium: \$14

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

Return to: Policy Managers
317 Riveredge Blvd., Suite 206
Cocoa, FL 32922

Policyholder/Applicant's Signature

Policyholder/Applicant's Printed Name

Date

Taylor County Board of
Commissioners
Pol#: 007509952
Quote#: 101983

121187 (01/16)
CI5974

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: Lease of Forest Capital Hall for Upward Sports



MEETING DATE REQUESTED: January 6, 2020

Statement of Issue: The board to consider approval of request to renew lease with First Baptist Church of Perry for the use of Forest Capital Hall for the term of December 30, 2019 to February 15, 2020.

Recommended Action: Approve lease

Fiscal Impact: \$750 revenue from lease

Budgeted Expense:

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Upward League has been operating out of Forest Capital Hall for the past 13 years and serves an average of 150 children per season.

Options:

Attachments: Request from Scott Bembry, League Director
Lease



UPWARD BASKETBALL SPORTS

FIRST BAPTIST CHURCH OF PERRY
102 N CENTER STREET
PERRY, FLORIDA 32347
(850) 584-7066

Taylor County Board of County Commissioners
Office of the County Administrator
102 E Green St
Perry, FL 32347

Dear Mrs. Pemberton

We respectfully request approval for the use of the Forest Capital Hall to provide community wide children's basketball and cheerleading league. This league promotes equal playing time and welcomes all children ages Kindergarten through Eighth Grade from our community. This will be our Fourteenth season and we have averaged around 150 children the last Thirteen years. We have provided positive role models and leadership while promoting affirmative sportsmanship. Our motto is Every Child's a Winner and we work diligently to insure every child and family has a positive and rewarding experience. We are extremely grateful for your support and we enjoy working with your staff in utilizing your facility to provide recreation to this age group. We are requesting use for practices and games from December 30th 2019 to February 15th 2020. Thank you for your cooperation and for all you do to make this possible.

Sincerely,

Scott Bembry 584-8278
League Director

LEASE OF FOREST CAPITAL HALL

1. This Lease is made and executed this ____ day of _____, 2019, by and between THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, Post Office Box 620, Perry, Florida 32348, hereinafter called Lessor and the FIRST BAPTIST CHURCH, 102 North Center Street, Perry, Florida 32347, hereinafter called "Lessee".
2. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, the following described space: Forest Capital Hall.
3. The said space is leased for a term from December 30, 2019 to February 16, 2020.
4. The rent shall be \$750.00 for the above term.
5. Lessee shall use and occupy the premises for the youth basketball league in Taylor County, Florida. Lessor represents that the premises may lawfully be used for such purpose.
6. Lessee shall pay rent to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing.
7. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and county governments. All improvements made by Lessee to the premises which are so attached to the premises that cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, moveable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, damage by fire, the elements, casualty, or other cause not due to the misuse or neglect of Lessee or Lessee's agents, employees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor.
8. Lessee shall not, without first obtaining the consent of Lessor, make any alterations, additions or improvements in, to or on and about the premises.
9. Lessee shall not do or suffer anything to be done on the premises that will increase the rate of fire insurance on the building. The Lessor shall be the beneficiary of the Lessee's fire insurance policy on the building.
10. Lessee shall not, without first notifying the Lessor, abandon the premises, or allow the premises to become vacant or deserted.
11. Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge or encumber this lease, in whole or in part, or sublet the premises or any part thereof. This covenant shall be binding on the legal representatives of Lessee, and on every person or agency to whom Lessee's interest under this lease passes by operation of law.

12. Lessor may enter the premises at any reasonable time on reasonable notice to Lessee for the purpose of inspection or the making of repairs, replacement, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable. Such repairs, replacement or additions to the premises or building shall not materially interrupt daily operations of Forest Capital Hall.

13. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

14. Lessor covenants that Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provision of this lease.

15. This Lease shall be interpreted by the laws of the State of Florida, and venue of any lawsuit shall be exclusively in Taylor County, Florida.

16. Lessee will provide to the Lessor a statement of liability from their insurance carrier and shall indemnify the Lessor, its agents, employees from any liability as a result of the use of the premises Forest Capital Hall, and the Lessee shall require each parent or guardian to sign a hold harmless and waiver of liability for each child that participates in the basketball league.

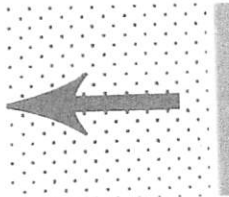
LESSOR:

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

LESSEE:

 - SENIOR PASTOR

FIRST BAPTIST CHURCH



STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Lawanda Pemberton, as County Administrator, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

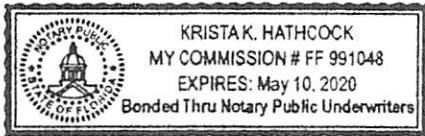
Witness my hand and official seal this ____ day of _____, 2019.

NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, STEVEN RUFF, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 18 day of November 2019.



Krista K. Hathcock ←
NOTARY PUBLIC
My Commission Expires: May 10, 2020

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

**THE BOARD TO CONSIDER APPROVAL OF LETTER OF
SUPPORT FOR EMS MATCHING GRANT**



MEETING DATE REQUESTED:

JANUARY 6, 2020

Statement of Issue: TO PROVIDE SUPPORT FOR DOCTORS MEMORIAL
HOSPITAL EMERGENCY MEDICAL SERVICES MATCHING
GRANT APPLICATION FOR PURCHASE OF
MONITORS/DEFIBRILLATORS.

Recommended Action: APPROVE LETTER

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: ZACHARY HALE, EMS DIRECTOR FOR DOCTORS
MEMORIAL HOSPITAL HAS REQUESTED A LETTER OF SUPPORT FROM THE
BOARD OF COUNTY COMMISSIONERS. THIS LETTER OF SUPPORT WILL BE
INCLUDED IN A MATCHING GRANT APPLICATION FOR THE PURCHASE OF
MONITORS AND DEFIBRILLATORS, IF AWARDED.

Options: APPROVE/NOT APPROVE

Attachments: LETTER OF SUPPORT
EMAIL REQUEST FROM ZACH HALE

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

January 6, 2020

Florida Department of Health
EMS Matching Grant Program
4052 Bald Cypress Way, Bin 1-22
Tallahassee, FL 32399

Attn. Mr. Alan Van Lewen

Re: Doctors' Memorial Hospital
EMS Matching Grant Application-Cardiac Monitors/Defibrillators

Dear Mr. Van Lewen,

On behalf of the Taylor County Board of County Commissioners, please accept this letter of support for the application Doctors' Memorial Hospital is submitting to the EMS Matching Grant Program requesting funding assistance for the purchase of new cardiac monitors/defibrillators.

Due to the distance to reach medical facilities within the County, it is critical to have equipment in good operational condition. Being able to respond to emergency medical calls in a timely and safe manner with adequate equipment is critical for the health and safety of our citizens and many visitors to the area.

Sincerely,

Pam Feagle
Chairperson
Taylor County Board of County Commissioners

LaWanda Pemberton

From: Zachary T. Hale <zhale@doctorsmemorial.com>
Sent: Tuesday, December 10, 2019 10:44 AM
To: LaWanda Pemberton
Subject: Letter of support
Attachments: SKMBT_28319121011350.pdf

LaWanda,

Attached is the last sample letter for the 2019 State EMS Matching Grant Program. I'm applying for 2 separate grants. The first is a Type II Ambulance and the second is for Monitor/Defibrillators. The letters of support can be from your office or the commissioners. All is appreciated. Thanks much !!

Zach Hale
Director Emergency Medical Services
Doctors' Memorial Hospital
333 N Byron Butler Parkway
Perry, FL 32348
850-584-2227 Office
765-776-0982 Cell
850-584-8725 Fax
zhale@doctorsmemorial.com



A partnership with Tallahassee Memorial HealthCare

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

**THE BOARD TO CONSIDER APPROVAL OF LETTER OF
SUPPORT FOR EMS MATCHING GRANT**



MEETING DATE REQUESTED:

JANUARY 6, 2020

Statement of Issue: TO PROVIDE SUPPORT FOR DOCTORS MEMORIAL
HOSPITAL EMERGENCY MEDICAL SERVICES MATCHING
GRANT APPLICATION FOR PURCHASE OF A NEW
BARIATRIC AMBULANCE.

Recommended Action: APPROVE LETTER

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: ZACHARY HALE, EMS DIRECTOR FOR DOCTORS
MEMORIAL HOSPITAL HAS REQUESTED A LETTER OF SUPPORT FROM THE
BOARD OF COUNTY COMMISSIONERS. THIS LETTER OF SUPPORT WILL BE
INCLUDED IN A MATCHING GRANT APPLICATION FOR THE PURCHASE OF A NEW
BARIATRIC AMBULANCE, IF AWARDED.

Options: APPROVE/NOT APPROVE

Attachments: LETTER OF SUPPORT
EMAIL REQUEST FROM ZACH HALE

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

January 6, 2020

Florida Department of Health
EMS Matching Grant Program
4052 Bald Cypress Way, Bin 1-22
Tallahassee, FL 32399

Attn. Mr. Alan Van Lewen

Re: Doctors' Memorial Hospital
EMS Matching Grant Application-Bariatric Ambulance

Dear Mr. Van Lewen,

On behalf of the Taylor County Board of County Commissioners, please accept this letter of support for the application Doctors' Memorial Hospital is submitting to the EMS Matching Grant Program requesting funding assistance for the purchase of a new bariatric ambulance. Due to the distance to reach medical facilities within the County, it is critical to have ambulances in good mechanical and operational condition. Being able to respond to emergency medical calls in a timely and safe manner with adequate equipment is critical for the health and safety of our citizens and many visitors to the area.

Sincerely,

Pam Feagle
Chairperson
Taylor County Board of County Commissioners

LaWanda Pemberton

From: Zachary T. Hale <zhale@doctorsmemorial.com>
Sent: Tuesday, December 10, 2019 10:44 AM
To: LaWanda Pemberton
Subject: Letter of support
Attachments: SKMBT_28319121011350.pdf

LaWanda,

Attached is the last sample letter for the 2019 State EMS Matching Grant Program. I'm applying for 2 separate grants. The first is a Type II Ambulance and the second is for Monitor/Defibrillators. The letters of support can be from your office or the commissioners. All is appreciated. Thanks much !!

Zach Hale
Director Emergency Medical Services
Doctors' Memorial Hospital
333 N Byron Butler Parkway
Perry, FL 32348
850-584-2227 Office
765-776-0982 Cell
850-584-8725 Fax
zhale@doctorsmemorial.com



A partnership with Tallahassee Memorial HealthCare

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A LETTER OF SUPPORT FOR THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP, INC., AS AGENDAED BY THE COUNTY ADMINISTRATOR.

MEETING DATE REQUESTED:

JANUARY 7, 2019

Statement of Issue:

THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP HAS REQUESTED A LETTER OF SUPPORT FOR THE RURAL DEVELOPMENT GRANT APPLICATION.

Recommended Action: APPROVE

Fiscal Impact:

Budgeted Expense:

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

850-838-3500 EXT. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

Draft letter of support
Email from NFEDP

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
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(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

January 6, 2020

Darryl Register, Chairman North Florida Economic Development Partnership, Inc.
C/O Institute of Government at FSU
3200 Commonwealth Blvd. Suite 7
Tallahassee, Florida 32303

Dear Mr, Register,

On behalf of the Taylor County Board of County Commissioners, this letter is being sent to you in support of the North Florida Economic Development Partnership (NFEDP) and its Regional Rural Development Grant application being submitted to benefit the economic development and growth of North Florida.

Taylor County has been a member of the North Florida Economic Development Partnership for many years and has attended several conferences and the Experience North Florida site consultant event which we have found very beneficial. We have also benefitted from the scholarships we have received from the Regional Rural Development Grant funds administered by the NFEDP. We stand behind the mission and goals of the NFEDP and fully support the economic development visions for a more prosperous NFEDP region.

Sincerely,

Pam Feagle
Chairperson
Taylor County Board of County Commissioners

Marsha Durden

From: LaWanda Pemberton
Sent: Tuesday, December 31, 2019 10:18 AM
To: Marsha Durden
Subject: FW: 2020 RRDG Letters of Support
Attachments: All Ltrs of Spt 1-17-18.pdf

Please see below, thank you !

From: Diane Scholz [mailto:dscholz@iog.fsu.edu]
Sent: Monday, December 30, 2019 2:40 PM
To: Darryl Register (dregister@bakerchamberfl.com) <dregister@bakerchamberfl.com>; Rachel Rhoden (Rachel_Rhoden@bradfordcountyfl.gov) <Rachel_Rhoden@bradfordcountyfl.gov>; Will Sexton <will_sexton@bradfordcountyfl.gov>; David Kraus (david_kraus@columbiacountyfla.com) <david_kraus@columbiacountyfla.com>; Glenn Hunter (ghunter@columbiacountyfla.com) <ghunter@columbiacountyfla.com>; Tim Alexander <tim.alexander@dixie.fl.gov>; Carol West (cmckwest@bellsouth.net) <cmckwest@bellsouth.net>; Todd Gray <tgray@gray-construction.com>; Bobby Crosby (bcrosby@gilchrist.fl.us) <bcrosby@gilchrist.fl.us>; Beth Burnam - Hamilton County (burnam_b@yahoo.com) <burnam_b@yahoo.com>; District1@hamiltoncounty.org; Louie Goodin - Hamilton County (hamiltoncounty@windstream.net) <hamiltoncounty@windstream.net>; ghall@jeffersoncountyfl.gov; Parrish Barwick <pbarwick@jeffersoncountyfl.gov>; Steve Land <sland@lafayetteclerk.com>; District5@levycountyfl.gov; Dave Pieklik (director@naturecoast.org) <director@naturecoast.org>; 'Rick Davis' <CommissionerD5@madisoncountyfl.com>; Brian Kauffman <mccoord@madisoncountyfl.com>; larry.harvey@putnam-fl.com; Brian Bergen <brian@chamberpc.com>; commissioner2@suwgov.org; Jimmy Norris (jimmyn@suwgov.org) <jimmyn@suwgov.org>; LaWanda Pemberton <LPemberton@taylorcountygov.com>; tcdaperry@gmail.com; District1@unioncounty-fl.gov; sowen@cityoflakebutler.com
Cc: Jeffrey Hendry <jhendry@fsu.edu>
Subject: 2020 RRDG Letters of Support

Hope all of you had a great Christmas! One of the agenda items at the last NFEDP quarterly board meeting in Jasper on December 6th was the annual request for a county letter of support from each of the NFEDP's fourteen counties. It is time for the 2020 Regional Rural Development Grant (RRDG) to be submitted to DEO which is the main grant source that supports all of the NFEDP activities, i.e. Marketing, Scholarships and Technical Assistance. County letters of support are a requirement in the application and we need them as soon as possible. The 2019 letters of support are attached to provide an example of what your county provided last year to hopefully make it easier for staff to understand what is needed so they can draft an updated version based on who currently is the BOCC Chair, new date, and perhaps new letterhead and contact information. We need these letters of support by COB January 17th in order to include in the grant submittal. Please let me know if you have any questions. Thanks!

Wishing you all a Happy New Year!!

Diane Scholz

Florida Institute of Government-FSU
North Florida Economic Development Partnership
Director, Rural & Economic Development Services
3200 Commonwealth Blvd., Suite 7
Tallahassee, FL 32303
Mobile: 850.728.5191

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Agreement of Modification for the Big Hangar Lease Agreement at Perry-Foley Airport with Florida Division of Forestry

Meeting Date:

January 9, 2020

Statement of Issue:

Board to approve Agreement of Modification of the Big Hangar Lease Agreement at Perry-Foley Airport with Florida Division of Forestry

Recommendation:

Approve modification of Big Hangar Lease Agreement with Florida DOF.

Fiscal Impact:

\$ The Big Hangar leases for \$1,959.61 per month. This lease brings in an annual income of \$23,515,32

Budgeted Expense:

Yes

No

N/A

X

Submitted By:

Ward Ketring – Airport Director

Contact:

Ward Ketring

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Florida DOF currently leases the Big Hangar at Perry-Foley Airport. This is a modification of this lease. The agreement for modification is for a three (3) year period.

Attachments:

1. Agreement for Modification with Florida DOF. (3 originals)

2.



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0479

Modification Number: 2

WHEREAS, the Department of Agriculture and Consumer Services, as Lessee, has previously entered into Lease Number 420:0479, on February 2nd, 2015 which became effective March 1st, 2015 and consists of 12,711 square feet; the current Lessor being Taylor County Board of County Commissioners

and WHEREAS, the current description of the leased premises is:

Perry-Foley Airport
511 Industrial Drive, Building 401
Perry, FL 32347

and the covenants and conditions contained in the original State of Florida, Department of Management Services' Lease Agreement, as amended by the below modification(s) are hereby readopted and incorporated herein.

1. ☐ Agreement for Lease Renewal:

Lessor and Lessee agree that, pursuant to Article _____ of the Lease Agreement described above, the Lessee hereby exercises the option to renew Lease for a period of _____ year(s) beginning _____, _____ and ending _____, _____.

2. ☒ Agreement for Lease Extension:

Lessor and Lessee hereby agree to extend the term of the Lease Agreement described above for a period of 36 month(s), beginning March 1st, 2020 and ending February 28th, 2023.

3. ☐ Restructuring the Rental Rate:

Commencing _____, _____, the Lease referenced above is amended to increase ☐ or decrease ☐ the rental rate per square foot per year paid to the Lessor by the Lessee to the amounts as specified in Article 8 of this agreement.

4. ☐ Increase or Decrease Square Footage:

Commencing _____, _____, the Lease referenced above is amended to increase ☐ or decrease ☐ the square footage leased under this Lease by _____ square feet from _____ square feet to _____ square feet. The description of added or deleted square footage is: _____ and the rental rates, pursuant to this change, shall be as specified in Article 8 of this Agreement.

5. ☐ Change the Renewal Option Terms:

Commencing _____, _____, the Lease is hereby amended to change the renewal option periods from _____, _____ year periods to _____, _____ year periods.

6. ☒ Cooperation with the Inspector General:

Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.



STATE OF FLORIDA Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0479

Modification Number: 2

7. ☐ Other:

(Use this section to specify terms not included in the sections above. If this box is not selected, no additional modifications are included.)

8. Effective Rental Rates – Square Footage 12,711

Start (MM/DD/YYYY)	TERM		RATE PER SQUARE FOOT	MONTHLY RATE	ANNUAL RATE
	Start	End (MM/DD/YYYY)			
03/01/2020	-	02/28/2021	\$1.85	\$1,959.61	\$23,515.35
03/01/2021	-	02/28/2022	\$1.85	\$1,959.61	\$23,515.35
03/01/2022	-	02/28/2023	\$1.85	\$1,959.61	\$23,515.35
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00
	-			\$0.00	\$0.00

Agreement to Incorporate Addendum

WHEREAS, both the Lessor and the Lessee wish to amend and modify said lease so as to incorporate Addendum _____ effective _____, _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained; the parties hereto hereby agree as follows:

Commencing _____, _____, said lease is hereby amended and modified to incorporate Addendum _____.



STATE OF FLORIDA
Agreement for Modification
Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 420:0479

Modification Number: 2

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the _____.

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses must sign, print name and enter date.

X			
	Lessor or Authorized Representative	Printed Name/Title	Date
X			
	Witness #1	Printed Name	Date
X			
	Witness #2	Printed Name	Date

SIGN HERE

WITNESS

WITNESS

As to Lessee Agency – Agency head, or authorized delegate, and representative of Agency Office of General Counsel must sign, print name and enter date.

X			
	Agency Head or Authorized Delegate	Printed Name/Title	Date
X			
	Agency Office of General Counsel	Printed Name	Date

Joey B. Hicks, Director of Administration

Printed Name/Title

Date

Funmi Ojetayo, Senior Attorney

Printed Name

Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel shall sign, print name and enter date.

X			
	Chief Real Property Administrator	Printed Name/Title	Date
X			
	Secretary or Authorized	Printed Name	Date
X			
	DMS Office of General Counsel	Printed Name	Date



STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
UPDATED DISCLOSURE STATEMENT

Lease Number: 420:0479

Location: Perry-Foley Airport
511 Industrial Drive, Building 401
Perry, FL 32347

The Disclosure of Ownership Statement, form FM 4114, currently on file dated 01/20/2015,
remains valid and correct.

Lessor: Taylor County, Board of County Commissioners

(x) _____

Authorized Signature

SIGN HERE

(SEAL)

Name/Title

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Fire Extinguisher Maintenance Contract

Meeting Date:

1/6/2020

Statement of Issue: Board to receive quotes for a fire extinguisher maintenance contract

Recommendation: Board to consider approval of an award the contract to Tri County Fire & Safety Equipment Co.

Fiscal Impact: \$ _____ **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: Dan Cassel

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: County staff obtained price quotes for various inspection, testing, recharging, and replacement for approximately 200 fire extinguisher located at various locations throughout Taylor County. The only quote that was received as from a local vendor who also was awarded the prior contract.

Options:

1. _____
2. _____

Attachments:

1. Fire extinguisher description memo
2. Fire extinguisher maintenance contract



TAYLOR COUNTY FIRE RESCUE

MEMORANDUM

DATE : 12/18/2019
TO : Whom it may concern
FROM : Dan Cassel
RE: Fire Extinguisher Service

Subject:

County Staff prepared quote sheets for Fire Extinguisher Maintenance and Repair services for Taylor County buildings and facilities. The quote sheets were mailed to five (5) Fire System Contractors, resulting in one (1) respondent. The quote sheet response was as followed;

	TRI-COUNTY
Testing	Per Extinguisher
Annual Inspections and tagging	\$ 6.00
Hydrostatic Testing (high pressure)	\$ 18.00
Hydrostatic Testing (low pressure)	\$ 9.00
Six year maintenance	\$ No Bid
Recharging	
5 pound ABC dry chemical	\$ 18.50
10 pound ABC dry chemical	\$ 24.00
20 pound ABC dry chemical	\$ 32.00
5 pound CO2	\$ 16.95
10 pound CO2	\$ 24.95
30 pound class D	\$ 50.00
Replacement	
5 pound ABC	\$ 45.00
10 pound ABC	\$ 76.00
20 pound ABC	\$ 120.00
Pressurized water	\$ 120.00
30 pound class D	\$ 295.00
Total of Prices	\$ 855.40

Quote requests were mailed to;
National Fire Extinguishers (Tallahassee)
Interstate Fire Systems Inc. (Tallahassee)
GA/ FLA Fire Equipment (Tallahassee)
Tri-County Fire & Safety (Perry)
Automatic Fire Systems (Madison)

Based on the responses for quote requests results the local vendor was the lowest quote without a 5% preference. Staff recommends to enter contractual service with Tri – County Fire & Safety Equipment Company for Fire Extinguisher Maintenance and Repair services.

Dan Cassel
Fire Chief, Taylor County



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

DAN CASSEL, Fire Chief
501 Industrial Park Drive
Perry, Florida 32348
(850) 838-3522 Phone
(850) 838-3524 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

MARSHA DURDEN, Asst. County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500 Phone
(850) 838-3501 Fax

October 29, 2019

The Taylor County Board of County Commissioners is requesting price quotes for annual fire extinguisher inspection, testing, recharging and replacement for approximately 200 fire extinguishers located at various locations throughout Taylor County. The requested service is for a 3-year period under contract with the Taylor County BCC.

The locations include, but are not limited to, the Taylor County Courthouse, Administrative Complex, Driver's License Office, Historical Society, Chamber of Commerce, Solid Waste & Vehicles, Recycle Building, Animal Control Building, Library, Emergency Operations Center, Fire Department Volunteers, Forest Capital Hall and Sports Complex. The lowest price for quote/contract award purposes will be determined by totaling the per extinguisher prices for testing, recharging and replacement.

The price quotes shall remain in effect for three (3) years after the execution date of the contract, unless mutually agreed upon in a written agreement by both the vendor and Taylor County. Please fax or mail the prices by November 15, 2019. Our fax number is 850-838-3501. Mail to the Attention of Dan Cassel, Fire Chief, at 201 East Green St, Perry, FL 32347.

LOCAL VENDOR PREFERENCE

Pursuant to Taylor County Ordinance 2003-12, local vendors will be given a preference of 5% of the total quotation for service. The maximum cost differential shall not exceed \$20,000.00. A local vendor is defined as a business which:

- a. Has had a fixed office or distribution point located in and having a street address within Taylor County for at least six months immediately prior to the issuance of the request for competitive bids or request for proposals by the county; and
- b. Holds any business license required by the county, and/or, if applicable, the City of Perry; and
- c. Employs at least one full-time employee, or two part-time employees whose primary residence is in Taylor County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Taylor County.

It is the responsibility of the vendor claiming to be a local business as defined above to include their information in their bid or proposal. The bid committee shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business".

FIRE EXTINGUISHER SERVICE QUOTE SHEET

Testing:

Annual Inspection and tagging
Hydrostatic Testing (high pressure)
Hydrostatic Testing (low pressure)
Six year maintenance

Per extinguisher

\$ 6⁰⁰
\$ 18⁰⁰
\$ 9⁰⁰
\$ N/C

Recharging:

5 pound ABC dry chemical
10 pound ABC dry chemical
20 pound ABC dry chemical
5 pound CO2
10 pound CO2
30 pound class D

\$ 18⁵⁰
\$ 24⁰⁰
\$ 32⁰⁰
\$ 16⁹⁵
\$ 24⁹⁵
\$ 50⁰⁰

Replacement Extinguishers:

5 pound ABC
10 pound ABC
20 pound ABC
Pressurized water
30 pound class D

\$ 45⁰⁰
\$ 76⁰⁰
\$ 120⁰⁰
\$ 120⁰⁰
\$ 295⁰⁰

Total of Prices per Extinguisher: \$ 855⁴⁰

COMPANY NAME: TBI-COUNTY FIRE & SAFETY EQUIP CO.

ROCKY ANDERSON
Company Representative, Print Name
Rocky Anderson
Signature

11-1-19
Date

CONTRACT FORM

This contract made the 6th day of January, 2020 between, **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and **TRI-COUNTY FIRE & SAFETY EQUIPMENT COMPANY**, hereinafter called the **CONTRACTOR**.

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

- 1. SCOPE OF WORK.** The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with **FIRE EXTINGUISHER MAINTENANCE AND REPAIR** for County facilities. The Contractor agrees to provide, replace, recharge and maintain all fire extinguishers annually in accordance with the proposal prepared by **TRI-COUNTY FIRE & SAFETY EQUIPMENT COMPANY** for the service and clean up and legally dispose of all associated trash and debris. The Contractor shall schedule maintenance services with individual Departments dependant on the location of the service.
- 2. STAFF.** The Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)
- 3. THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of the services provided at each facility, or location, and will be paid in increments consistent with the following:

Testing	Per Extinguisher
Annual Inspection & Tagging	\$ 6.00
Hydrostatic Testing (high pressure)	\$ 18.00
Hydrostatic Testing (low pressure)	\$ 9.00
Recharging	
5 lb ABC dry chemical	\$ 18.50
10 lb ABC dry chemical	\$ 24.00
20 lb ABC dry chemical	\$ 32.00
5 lb CO2	\$ 16.95

10 lb CO2 \$ 24.95

30 lb class D \$ 50.00

Replacement Extinguishers

5 lb ABC \$ 45.00

10 lb ABC \$ 76.00

20 lb ABC \$ 120.00

Pressurized Water \$ 120.00

30 lb class D \$ 295.00

4. **DURATION OF CONTRACT.** The Contract shall take effect upon final execution and terminate one (1) year from that date. If requested by the Contractor, the County may extend the contract annually for a period of time not to exceed three (3) years total contract duration.

5. **ASSIGNMENTS.** This contract shall not be subletted, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

6. **TERMINATION OF CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Payment for work performed will be based on proposal item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed. If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated. If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

7. **DEFAULT OF CONTRACT.** If the Contractor fails to accomplish the service under the Contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or

performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default. If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

8. PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

9. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

10. GENERAL LIABILITY INSURANCE. The Contractor shall maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence, and list the County as additionally insured under the contractor's coverage. Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

11. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

12. **PERMITS, RULES & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.

13. **WARRANTY.** The Contractor agrees to guarantee work and materials against defects in workmanship and material for one (1) year from the date of service completion and will repair or replace such products or components found defective.

14. **ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books and documents that pertain to this project during the project period and for a three (3) year period thereafter.

15. **COMPONENT PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

(a) The Contractors proposal

(b) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component list enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

16. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Taylor County Fire Rescue, 501 Industrial Park Drive, Perry, Florida 32348, telephone number (850) 838-3522.

17. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day
of _____, 2020.

WITNESSES:

TAYLOR COUNTY

Pam Feagle, Chairperson

WITNESSES:

CONTRACTOR

Tri-County Fire & Safety Equip Co.

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____,
2020, _____, who is personally known to me and
who did not take an oath.

NOTARY PUBLIC

My Commission Expires: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Consent Item

SUBJECT/TITLE:



Request to Approve the Grant for Taylor County Artificial Reef MONITORING

Meeting Date:

January 6, 2020

Statement of Issue: Accept FWC Grant for Taylor County Artificial Reef MONITORING 2019-2020 for \$10,000 for fiscal year 2019-2020

Recommendation: Accept FWC' Grant funds Taylor County Artificial Reef MONITORING and Sign the Agreement.

Fiscal Impact: \$ 10,000 **Budgeted Expense:** Yes ☐ No ☐ N/A ☐

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In the Board Meeting held in March 19th, 2019 the Board discussed and approved to submit a grant proposal to FWC for \$10,000 for the MONITORING of the artificial Reef material at the Buckeye Reef. The proposal has been approved by FWC and a Agreement to initiate the divers training, monitoring process and reporting has been issued. According to county' administrative procedures we request the Board's acceptance of the grant Funds.

Options: 1. Accept the grant funds and Sign the Agreement

2. Not accept the grant funds

Attachments: 1. FWC's Agreement No. 19049

2.

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049
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1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOODS/SERVICES

The two main purposes of this project are to continue the Taylor County's artificial reef biological monitoring program and evaluate the stability and function of the existing artificial reef materials within the Buckeye Artificial Reef permitted site. To accomplish these goals, the following deliverables will be achieved: (1) host a re-training program for all Taylor County Reef Research Team volunteers on proper data collection procedures and fish identification; (2) conduct a minimum of 12 artificial reef biological and material assessments on six patch reefs within the Buckeye Artificial Reef permitted area; (3) draft a data analysis summary that assesses the results of the monitoring surveys.

The selected monitoring sites are based upon the results from the first year of sampling within this permitted area (completed in 2018) and are intended to become long-term monitoring stations to increase the County's knowledge on spatial and temporal changes in the abundance and composition of fish species observed at each sampling location. This information will help inform future artificial reef development in the region.

This study will monitor six (6) of the 33 separate patch reefs within the Buckeye Artificial Reef permitted area. These reefs were deployed between the years of 1998 and 2015. This area provides a great opportunity to observe three commonly used artificial reef materials (metal, concrete modules, and secondary-use concrete) over time.

During this Agreement, the six (6) patch reefs will be monitored through diver surveys. A minimum of 3 qualified divers will collect fish census data, video and complete a material assessment for each site during the Agreement.

Site Description

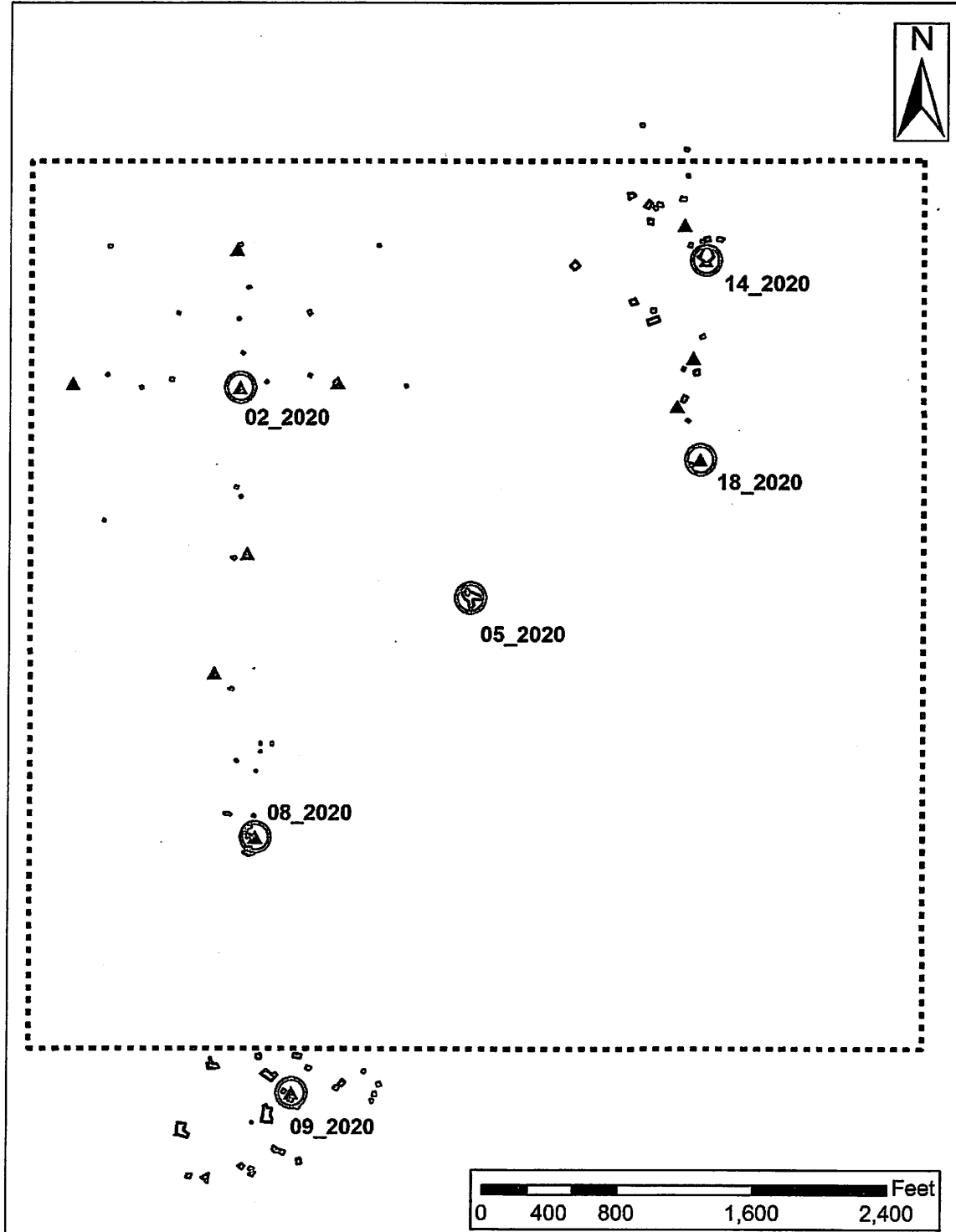
TABLE 1: Taylor County Dive Survey Sites

Reef Name	Deployment ID (FWC)	Deploy Year	Location	Material	Depth
02_2020	TA0030	08/2013	29° 38.879' N, 83° 54.767' W	4 Concrete Lindberg Cubes	50'
05_2020	N/A	N/A	29° 38.675' N, 83° 54.507' W	Pieces of Scrap Metal	48'
08_2020	TA0031	09/2013	29° 38.440' N, 83° 54.748 W	Concrete Culverts/Pipes	50'
09_2020	TA0013	05/2003	29° 38.190' N, 83° 54.706' W	4 Towers (2 large, 2 Junior)	51'
14_2020	TA0010	06/1996	29° 39.003' N, 83° 54.245' W	Pieces of Scrap Metal	47'
18_2020	TA0034	08/2015	29° 38.809' N, 83° 54.250' W	Large Scrap Metal	47'

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049
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FIGURE 1: Map of Taylor County Dive Survey Sites



Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049
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Materials and Methods

i. Data Collection Training Course

All volunteer members of Taylor Reef Research Team will be required to attend and participate in a basic data collection and fish identification course. The course will be led by an University of Florida or Sea Grant instructor who has the experience in performing marine survey techniques, scientific diving and identifying Gulf of Mexico reef fish species. The course will cover, in detail, the proper methods for Stationary Visual Census (Bohnsack, 1986) and Reef Environmental Education Foundation's (R.E.E.F.) Roving Diver technique to collected fish census data (Schmitt and Sullivan 1996). In addition to learning the survey procedures, volunteers will be taught how to correctly identify and estimate the number of the observed fish. Underwater video and/or photos will be used as teaching aids and test materials, to provide participants with examples of local reef fish communities.

ii. Diver Surveys

Survey condition data will be recorded prior to each sampling event and will include survey date, patch reef name and coordinates, survey time, weather conditions/sea state, names of the surveyors, qualifications of the surveyors (if not identified in prior submitted report or original project application). All surveyors must score a 90% or better on the training exam to participate as a volunteer for fish identification and fish count portion of the surveys within this Agreement.

Fish census data will be collected using the Stationary Visual Census technique (Bohnsack, 1986). During the timed stationary census, species, counts, and relative size ranges will be recorded by slowly rotating in place in a conceptual 7-meter (23 ft) diameter surface-to-substrate cylinder for at least 5 minutes, and up to 10 minutes depending on fish abundance and diversity. Following the stationary count, roving diver counts will use the R.E.E.F. method to estimate the total number of fish using a logarithmic scale: single = 1, few = 2-10, many = 11-100, abundant = 100+. Special attention will be given to locating and identifying cryptic species during the roving diver survey. Any evidence of live or deceased sea turtle activity will also be noted.

A representative 1 to 2 minute video of the survey will be taken by each dive group. Each video will be reviewed and compared to collected diver fish census data for quality assurance and quality control of data. The videos will also be used to review any uncertain fish identification and as a future training tool for new volunteers.

In addition to the biological monitoring activities, the **GRANTEE** will also conduct a material assessment for each site. Inspection of material will include material description, structural integrity/condition, material layout/footprint, top and bottom

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049
----------------------	---	--------------------------	-----------

elevation of each artificial reef structure. Divers will also make note of site visibility, temperature, depth, substrate and sand overburden.

Upon project completion, a Data Analysis Summary detailing all sample collection, data analysis, and results (including statistical comparisons of reef sites as defined in Table 1) will be prepared and submitted for **COMMISSION** review.

B. BACKGROUND

Since 1990, Taylor County has deployed more than a total of 1,354 tons of material. Currently the County has two active permitted sites, Steinhatchee Fisheries Management Area and Buckeye Reef, valid until 09/30/2019 and 09/29/2020 respectively.

In the past, the County relied on Taylor County Reef Research Team (TCRRT), a group of volunteer divers, to collect and report artificial reef monitoring data. Unfortunately, no homogenous methods were used for the data collections and the team since disbanded.

With the guidance of Florida Sea Grant agent, Victor Blanco, Taylor County is currently revising its artificial reef program to include re-establishing a permanent artificial reef monitoring effort. This effort includes establishing verified and reliable monitoring procedures, relaunching and recruiting new members for the TCRRT and evaluating Taylor County's reefs on a regular schedule. The first year of the re-established monitoring program was completed in 2019, and sampled 18 different patch reefs within the Buckeye Reef Site. This Agreement is for the continuation of the Taylor County volunteer monitoring program using information gained in the first year of sampling to select six representative patch reefs within the Buckeye Reef Site that will be long-term monitoring stations.

C. SUPPORT OF COMMISSION MISSION

Collection of biological and physical data from this study will be used to assess the relative habitat value and stability among artificial reefs characterized by specific combinations of depth and structural materials. This information will help with artificial as well as natural reef habitat management in coastal environments in central west Florida. By conducting systematic checks of artificial reefs deployed for varying amounts of time, as proposed in this study, managers will be able to better address long-term questions regarding rates of colonization and ecological succession of benthic assemblages, in addition to changes in physical characteristics of the habitats.

D. DEFINITIONS

The terms and abbreviations used herein shall have the meanings as defined below.

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049
----------------------	--	--------------------------	-----------

- i. “Artificial reef” means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida’s managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.
- ii. “Sampling Event” means a one-time diver survey collecting fish census data and conducting a material assessment. Diver surveys must consist of a at least three (3) qualified personnel on a specific reef site to collect the required information.

E. DATA STORAGE

All data collected during field operations (e.g., navigation and positioning, still and video imagery in digital format, and observational fish surveys) will be recorded in the field in an organized field notebook (e.g. spiral bound book, binder, or collection of completed survey forms) or digitally recorded on a ruggedized, military-grade shock resistant, travel hard drive or laptop. If the data is initially recorded in a field notebook, it will be transferred to an appropriate digital storage device (e.g. external hard drive or desktop computer) before the end of the Agreement.

GRANTEE will provide the **COMMISSION** with a copy of all project data collected upon request.

2. DELIVERABLES

A. Deliverable #1 (Data Collection Training Course)

During the grant period, a total of one (1) unit of this deliverable is expected.

i. Specific Project Deliverables & Associated Tasks

One unit for this deliverable consists of the successful completion of a training course lead by a qualified instructor with experience in fish sampling and identification in the Gulf of Mexico.

ii. Minimum Level of Performance

The training course will be in compliance with the requirements stated in the **DESCRIPTION OF GOODS/SERVICES**. The **GRANTEE** shall widely advertise the course to interested/qualified individuals. All taught fish sampling methods will be

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049
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as described in the **DESCRIPTION OF GOODS/SERVICES** in the Scope of Work of this Agreement. At least six (6) participants must attend the training and score at least 90% on the commission approved final exam.

iii. Documentation / Criteria Used as Evidence of Performance

Documentation to track performance will be a copy of the course advertisement, power point or similar teaching tool addressing the material that was taught during the course, a sign in/out attendance sheet, and completed exams from all participants.

iv. Timeline for Completion

A draft syllabus including the number of in-class hours, training content and exam will be submitted to the **COMMISSION** for approval at least 30 days prior to the class. All documentation as evidence of the training course performance will be submit prior to conducting any diver surveys (Deliverable #2).

B. Deliverable #2 (Diver Surveys)

During the grant period, a total of 12 units of this deliverable are expected (two per site). Survey locations will only include reef sites described in **TABLE 1**.

i. Specific Project Deliverables & Associated Tasks

One unit for this deliverable consists of the successful completion of stationary observation fish census, roving diver fish census, and material assessment by a team of at least three (3) qualified divers that attended and passed the training course exam (Deliverable #1).

ii. Minimum Level of Performance

Sampling events will be in compliance with the survey procedures as described in the **DESCRIPTION OF GOODS/SERVICES** in the Scope of Work of this Agreement. Underwater horizontal visibility during a sampling event must be a minimum distance of at least 10 feet verified by a reference object 10 feet in distance from the surveyor.

iii. Documentation / Criteria Used as Evidence of Performance

Documentation to track performance will be one (1) spreadsheet listing each reef surveyed providing information on the survey date, survey site and location, survey

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049
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time, weather conditions/sea state, names of the surveyors, qualifications of the surveyors (if not identified in prior submitted report or original project application), survey method(s), types of reef materials surveyed, material relief, material condition and estimated horizontal underwater visibility. In addition, any problems experienced or unusual observations or situations during any portion of the surveys shall be described in the progress report.

Tabular data will be provided in a standard XLS, XLSX, or a CSV tabular format that can readily be imported into any database or spreadsheet software.

iv. Timeline for Completion

Details of the sampling events completed will be submitted to the **COMMISSION** with the draft version of the Data Analysis Summary (Deliverable #3).

C. Deliverable #3 (Draft Version of the Data Analysis Summary)

i. Specific Project Deliverables & Associated Tasks

The **GRANTEE** shall provide a draft version of the Data Analysis Summary describing the project with an evaluation of the work performed and the analysis, results and benefits in sufficient detail to enable the **COMMISSION** to assess the completed project. The draft version of the Data Analysis Summary will contain summaries of each monitoring event including date, dive/video conditions, physical descriptions of material stability, tables and spreadsheet summarizing biological characteristics (species lists, fish counts, relative abundance, frequency of occurrence), and any sea turtle observations. The purpose of the draft summary is to provide the **COMMISSION** a minimum 30-day review period to provide the **GRANTEE** with peer review comments on the final analysis summary.

ii. Minimum Level of Performance

At a minimum, the Data Analysis Summary draft shall contain the following:

1. Cover page including title, grant number, date submitted, authors and contact information, and recommended citation;
2. A narrative section describing project background, methods, results of material assessment and fish census, and statistical analysis;
3. A discussion section to provide:
 - a. conclusion and interpretation of results;

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049
----------------------	---	--------------------------	-----------

- b. comparison of findings and conclusions with other studies or fish data in similar nearby areas
 - c. possible future research questions;
 - d. problems that limited the results of the project.
 4. Tables, images, charts, and graphs;
 5. Appendix listing the names, qualifications, and assigned tasks, of the survey participants for each survey conducted.
 6. Appendix of location maps for each survey sites containing the following:
 - a. Name of the site;
 - b. Date surveyed;
 - c. North Arrow and Scale Bar
 - d. Reef material location
 7. A tabular inventory, photo documentation and condition of artificial reefs monitored;
 8. All raw and summarized data, formatted in accordance with FWC standards, must be provided on accompanying CD(s), DVD(s), and/or USB;
 9. If requested, all digital images and video must be provided on accompanying CD(s), DVD(s), and/or USB;
 10. The entire hard copy final report also provided as a bookmarked Adobe Acrobat (=) file on a CD rom or USB, suitable for posting on the internet.

iii. Documentation / Criteria Used as Evidence of Performance

Documentation will be an electronic standard DOC, DOCX, or PDF document providing a written narrative, methods, results, statistical analysis, and discussion.

iv. Timeline for Completion

The draft version of the Data Analysis Summary will be submitted to the **COMMISSION** at least 60 days prior to the expiration date of the grant Agreement.

D. Deliverable #4 (Final Data Analysis Summary)

i. Specific Project Deliverables & Associated Tasks

A final Data Analysis Summary describing the project with an evaluation of the work performed and the analysis, results and benefits in sufficient detail to enable the **COMMISSION** to assess the completed project. The final Data Analysis Summary will contain summaries of each monitoring event including date, dive conditions, physical descriptions with tables and spreadsheet summarizing biological

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049
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characteristics (species lists, fish counts, relative abundance, frequency of occurrence, biomass, benthic percent cover and relative abundance) and sea turtle observations.

ii. Minimum Level of Performance

At a minimum, the Data Analysis Summary draft shall contain the following:

1. Cover page including title, grant number, date submitted, authors and contact information, and recommended citation;
2. A narrative section describing project background, methods, results of material assessment and fish census, and statistical analysis;
3. A discussion section to provide:
 - a. conclusion and interpretation of results;
 - b. comparison of findings and conclusions with other studies or fish data in similar nearby areas
 - c. possible future research questions;
 - d. problems that limited the results of the project.
4. Tables, images, charts, and graphs;
5. Appendix listing the names, qualifications, and assigned tasks, of the survey participants for each survey conducted.
6. Appendix of location maps for each survey sites containing the following:
 - a. Name of the site;
 - b. Date surveyed;
 - c. North Arrow and Scale Bar
 - d. Reef material location
7. A tabular inventory, photo documentation and condition of artificial reefs monitored;
8. All raw and summarized data, formatted in accordance with FWC standards, must be provided on accompanying CD(s), DVD(s), and/or USB;
9. If requested, all digital images and video must be provided on accompanying CD(s), DVD(s), and/or USB;
10. The entire hard copy final report also provided as a bookmarked Adobe Acrobat (=) file on a CD rom or USB, suitable for posting on the internet.

iii. Documentation / Criteria Used as Evidence of Performance

Documentation will be an electronic PDF document completed to the satisfaction of the **COMMISSION** providing a written narrative, methods, results, statistical analysis, and discussion.

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049
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iv. Timeline for Completion

The final Data Analysis Summary will be submitted to the **COMMISSION** prior to the expiration date of the grant Agreement.

3. FINANCIAL CONSEQUENCES

- A. If survey data is not in compliance with the standards set forth in this Scope of Work, the budget amount allocated for that deliverable will be deducted from the **GRANTEE's** payment.
- B. If the Data Analysis Summary is not provided to the satisfaction of the **COMMISSION**, the budget amount allocated for that deliverable will be deducted from the **GRANTEE's** payment.
- C. If the **GRANTEE** fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the **GRANTEE's** payment.

4. PERFORMANCE

- A. Written or electronically transmitted progress reports must be sent to the **COMMISSION's** Contract Manager at no less than 60-day intervals beginning from the date of execution of this agreement. An email to the **COMMISSION's** Contract Manager describing the activities that occurred pertaining to this Agreement will be an acceptable progress report.
- B. The **GRANTEE** shall provide the **COMMISSION** at least a 14 day notice prior to the scheduled data collection training course of the scheduled date and time of the course to allow **COMMISSION** staff to attend.
- C. The **GRANTEE** agrees to follow all provisions of Section 379.249, Florida Statutes and Chapter 68E-9, Florida Administrative Code during the term of this Agreement.
- D. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.
- E. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049
----------------------	--	--------------------------	-----------

the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

- F. With the exception of lionfish (*Pterois* sp.) eradication, the harvest of all marine species for personal use regulated under Chapter 68B, Florida Administrative Code by any means whatsoever by any individuals operating from vessels during the work days these individuals and/or vessels are hired to be engaged in the support of survey and monitoring work funded under this Agreement is prohibited. Harvest of marine organisms from monitoring sites designated under this Agreement by personnel or other individuals on board vessels supporting monitoring activities on the same day as the survey/monitoring activity is occurring, shall result in immediate termination of this Agreement and nonpayment for any services undertaken on the day the noncompliance with this paragraph was reported or otherwise identified.
- G. Any published articles related to this artificial reef activity shall acknowledge funding from the Florida Fish and Wildlife Conservation Commission, and reflect the role of the Florida saltwater fishing license revenues in assisting in the funding of this activity.

5. COMPENSATION AND PAYMENT

A. FEE SCHEDULE

For satisfactory completion of one (1) Data Collection Training Course, twelve (12) Dive Surveys, one (1) Draft Version of the Data Analysis Summary, and one (1) Final Data Analysis Summary, the **COMMISSION** agrees to pay the **GRANTEE** a maximum of **\$10,000** on a fixed price basis according to the cost per unit in the following table:

TABLE 3

Monitoring Deliverables	Unit Number	Cost Per Unit	Total Cost
#1 – Data Collection Training Course	1	\$1,500	\$1,500
#2 – Diver Surveys	12	\$300	\$3,600
#3 – Draft Data Analysis Summary	1	\$1,400	\$1,400
#4 – Final Data Analysis Summary	1	\$3,500	\$3,500
TOTAL			\$10,000

Attachment A – SCOPE OF WORK

Project Name:	Taylor County Artificial Reef Monitoring 2019-20	FWC Agreement No.	FWC-19049
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B. INVOICE SCHEDULE

Invoices shall be submitted upon completion of the final deliverable and submitted at the end of the Agreement.

C. TRAVEL EXPENSES

Travel expenses are included in the fee schedule amount of this Agreement, and no additional travel or incidental expenses shall be compensated.

9. MONITORING SCHEDULE

No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

See Agreement for applicable terms and conditions related to intellectual property rights.

11. SUBCONTRACTS

See Agreement for applicable terms and conditions related to subcontracts.

12. INSURANCE

See Agreement for applicable terms and conditions related to insurance.

13. SECURITY AND CONFIDENTIALITY

See Agreement for applicable terms and conditions related to security and confidentiality.

14. RECORD KEEPING REQUIREMENTS

See Agreement for applicable terms and conditions related to record keeping requirements.

15. NON-EXPENDABLE PROPERTY

The **GRANTEE** is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AGREEMENT NO. 19049

CFDA Title(s): N/A	CFDA No(s): N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	Federal Award Year(s): N/A
Federal Award Name(s): N/A	
CSFA Title(s): Florida Artificial Reef Program	CSFA No(s): 77-007
State Award No(s): FWC-19049	State Award Year(s): 2019-20
State Award Name(s): Taylor County Artificial Reef Monitoring 2019-20	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and Taylor County Board of County Commissioners, FEID # 59-6000879, whose address is 201 East Green Street, Perry, FL 32347, hereafter "**Grantee**."

WHEREAS, the Commission and Grantee have partnered together to assess the material condition and fish assemblages on artificial reefs within the Buckeye Reef artificial reef permitted area; and,

WHEREAS, Grantee has been awarded the grant entitled "Taylor County Artificial Reef Monitoring 2019-20" (Grant Agreement number FWC-19049); and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION.

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

- A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 12/31/2020. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

- A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$10,000.
- B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for

allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

- C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. RETURN OR RECOUPMENT OF FUNDS.

- A. Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."
- B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

- A. Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.
- B. Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. TERMINATION.

- A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
- B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
- E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. REMEDIES.

- A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:

Grant Manager
Jeff Renchen
Fisheries Biologist IV
Division of Marine Fisheries Management
1875 Orange Avenue East
Tallahassee, FL 32311
Phone: (850) 617-9634
Fax: (850) 487-4847
jeffrey.renchen@myfwc.com

FOR THE GRANTEE:

Grant Manager
Victor Blanco
Marine and Natural Resources Extension Agent
Sea Grant UF/IFAS Extension
203 Forest Drive
Perry, FL 32348
Phone: (850) 838-3508
Fax: (850) 838-3546
victorblancomar@ufl.edu

11. AMENDMENT.

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

- i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of \$1,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are

circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).

- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title - Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use - Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

13. RELATIONSHIP OF THE PARTIES.

- A. **Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

- E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

14. SUBCONTRACTS.

- A. **Authority.** Grantee is not permitted to subcontract any work under this Agreement, and therefore, the following terms and conditions do not apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due."
- C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

- A. **Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. Convicted Vendors. Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. Vendors on Scrutinized Companies List.

- i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

D. Discriminatory Vendors. Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S.. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings. Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

- F. Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

17. SPONSORSHIP.

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. PUBLIC RECORDS.

- A.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- B.** If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:
 - i. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

- ii. Keep and maintain public records required by the Commission to perform the service.
- iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. RECORD KEEPING REQUIREMENTS.

- A. Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this

Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

- C. **Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: <http://www.USASpending.gov>. Grant recipients awarded a new Federal grant greater than or equal to \$25,000.00 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. **FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.**

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

23. **FEDERAL COMPLIANCE.**

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

- i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
- iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means

whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

- v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **\$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. Copeland "Anti-Kickback Act."** The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37

CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- G. Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- H. Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- I. Prohibition against Lobbying.**
- i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
 - ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.
- J. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

- K. Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

- A. PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely-handicapped-that-is-qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. PROFESSIONAL SERVICES.

- A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or

registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

- B. Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD PARTY RIGHTS.

The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- A. Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- B. E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- C. Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
- D. E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

- E. Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Agreement believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail;

this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

**TAYLOR COUNTY BOARD OF COUNTY
COMMISSIONERS**

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

SIGNATURE

Name: _____

Title: _____

Date: _____

SIGNATURE

Name: _____

Title: _____

Date: _____

Approved as to form and legality by FWC Attorney:



SIGNATURE

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Bid Documents for the leasing of 406 acres at Perry Foley Airport to be harvested as hay.



MEETING DATE REQUESTED:

January 6, 2020

Statement of Issue: Board to review and approve bid documents for the harvesting of 406 acres of hay at Perry Foley Airport.

Recommended Action: Approve bid documents for 406 acres at Perry Foley Airport to be established and harvested as hay.

Budgeted Expense: Not Applicable.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The bid documents reflect a tiered annual lease fee as a substantial portion of the area will require considerable ground work to be established and ready to be harvested as hay. The documents include notice that the Board has the right to cancel the contract with a ninety (90) day notice in the event the fields are needed for aviation purposes and development including a solar farm. The County currently leases out 80 acres at the Airport which is harvested as hay.

Attachments: Bid Documents

GENERAL BID INFORMATION

1. Bid documents shall be obtained from Ward Ketring, Airport Manager at Perry Foley Airport, 511 Industrial Park Drive, Perry, FL 32348 Telephone (850) 838-3519 or airport@taylorcountygov.com. Bid documents may also be obtained at www.taylorcountygov.com.
2. Bids **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM local time, February 14, 2020.**
3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **Sealed bids for leasing of 406 ± acres to be harvested as hay at Perry – Foley Airport.**
4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Bids shall be received and respondents announced on February 18, 2020 at 9:00 a.m. or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
10. The County reserves the right to cancel any executed contract for the harvesting of hay with a ninety (90) day notice in the event the hay harvesting area is needed for aviation development purposes and/or development of a solar farm. The individual/contractor the contract is executed with will be allowed to complete the hay harvesting season during the year the contract is cancelled.
11. It is the responsibility of the responders to fully understand and follow all contract expectations.
12. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.
13. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**

14. Responders who elect to send sealed bids Overnight Express or Federal Express, must send the to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.
15. The successful bidder may not sub-lease the acreage.
16. The successful bidder may only use the land leased for the harvesting of hay. Any other use MUST be approved in advance by the Taylor County Board of Commissioners.
17. The Contractor shall preserve from damages all property associated with or which is in the vicinity of, or is any way affected by the work. This applies to public and private property and/or utilities.
18. For additional information, contact:

Ward Ketring
Airport Manager
511 Industrial Park Drive
Perry, FL 32348
(850)838-3519
airport@taylorcountgov.com

BIDDER INFORMATION

1. **Proposal:** The bidder's proposal shall include the amount the bidder will pay per acre to lease 406 ± acres at Perry – Foley Airport to be harvested for hay on annual basis.

The bidder must lease all 406 ± acres. The acreage will not be divided into parcels.

2. **Bid Form:** The bidder is required to complete the Bid Form in its entirety.

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following:

“THE LEASING OF FOUR HUNDRED AND SIX (406) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT.”

Hay is typically harvested in early June or late May, again in early August and again in early October as weather permits. It is the successful bidder's option to harvest hay either as rolls or square bales.

Fields can be inspected weekdays by appointment by contacting Ward Ketring at 850-838-3519 or at airport@taylorcountygov.com.

The successful bidder is required to fertilize the 406 ± acres at each hay cutting. The successful bidder is required to provide the County all information as to the type of fertilization and micro nutrients used at each cutting. Non-compliance with these requirements is grounds for contract termination.

Successful bidder will provide weed control at rate and times to maintain or improve stand purity. Bidder will have all materials and rates and application technologies approved by the County prior to application. Non-compliance with these requirements is grounds for contract termination.

Bid will be awarded according to maximum revenue generated for the County.

Payment for each crop year will be due by September 30 of each year. The 406 ± acres is being leased at the following rates per acre:

Years 2020 and 2021 will be leased at \$_____per acre for an annual payment of \$_____ due September 30 of each year.

Year 2022 will be leased at \$_____per acre for an annual payment of \$_____ due September 30, 2022.

Year 2023 will be leased at \$_____ per acre for an annual payment of \$_____ due September 30, 2023.

Year 2024 will be leased at \$_____ per acre for an annual payment of \$_____ due September 30, 2024.

2020 lease payment is due by 9/30/2020
2021 lease payment is due by 9/30/2021
2022 lease payment is due by 9/30/2022
2023 lease payment is due by 9/30/2023
2024 lease payment is due by 9/30/2024

This agreement will be for a period of five (5) years.

If for some reason the successful bidder is unable to fertilize and harvest hay for an entire season the annual lease fee is still due to the County unless there is prior written consent from the Taylor County Board of Commissioners.

The successful bidder may not sub-lease the acreage.

The successful bidder may only use the land leased for the harvesting of hay. Any other use of the leased land must be approved in advance by the Taylor County Board of Commissioners.

The successful bidder understands upon the cutting and baling of hay, all hay must be removed from the area immediately in compliance with Florida Department of Transportation Aviation (FDOT) and Federal Aviation Administration (FAA) requirements and regulations.

The County reserves the right to cancel any executed contract for the harvesting of hay with a ninety (90) day notice in the event the hay harvesting area is needed for aviation development purposes and/or the development of a solar farm. The individual/contractor the contract is executed with will be allowed to complete the hay harvesting season during the year the contract is cancelled.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

PROJECT IDENTIFICATION: THE LEASING OF FOUR HUNDRED AND SIX (406) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT.

THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County
1st Floor Courthouse
108 N. Jefferson Street
Perry, Florida 32347

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to lease 406 ± ACRES to be harvested as hay and to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the advertised Notice Of Request For Bids and Bidder Information without limitation. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and any applicable Addenda and receipt of all which is hereby acknowledged.
 - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
 - (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.
 - (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

4. BIDDER agrees to the following Scope of Work schedule:

Payment for lease will be due by September 30 of each year.

2020 lease payment is due by 9/30/2020.

2021 lease payment is due by 9/30/2021

2022 lease payment is due by 9/30/2022

2023 lease payment is due by 9/30/2023

2024 lease payment is due by 9/30/2024

5. Successful BIDDER will need to provide payment to the Taylor County Board of Commissioners in one annual payment.
6. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.
7. BIDDER understands the County reserves the right to cancel any executed contract for the harvesting of hay with a ninety (90) day notice in the event the hay harvesting area is needed for aviation development purposes and/or the development of a solar farm. The individual/contractor the contract is executed with will be allowed to complete the hay harvesting season during the year the contract is cancelled.
8. If any litigation arises out of the contract and/or award, venue of all such cases shall be in Taylor County, Florida and the prevailing party is entitled to reasonable attorney fees and costs.
9. Communications concerning this Bid shall be addressed to:

WARD KETRING (850)838-3519
airport@taylorcountygov.com
Perry – Foley Airport
511 Industrial Park Drive
Perry, Florida 32348

10. **BIDDER AGREES TO LEASE .406 ± ACRES AS FOLLOWS:**

Years 2020 and 2021 will be leased at \$_____per acre for an annual payment of \$_____due by September 30 of year year.

Year 2022 will be leased at \$_____per acre for an annual payment of \$_____due September 30, 2022.

Year 2023 will be leased at \$_____per acre for an annual payment of \$_____due by September 30, 2023.

Year 2024 will be leased at \$_____ per acre for an annual payment of \$_____due by September 30, 2024.

(This **MUST** be filled out by BIDDER.)

SUBMITTED on _____, 20____

IF BIDDER IS:

AN INDIVIDUAL:

By _____ (seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.: _____

A PARTNESHIP:

By: _____ (seal)
Firm Name

General Partner: _____

Business Address: _____

Telephone No.: _____

A CORPORATION:

By: _____ (seal)

State of Incorporation: _____

By: _____ (seal)
Name of Person Authorized to Sign

(Corporate Seal) _____
Title

Attest: _____ As Secretary

Business Address: _____

Telephone No.: _____

Date of Qualification To Do Business Is: _____

BID CHECKLIST

Check Items Included:

- _____ 1, Required proposal/bid information referenced in Bid Form and Bidder Information.
- _____ 2. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations **(MUST BE INCLUDED)**.
- _____ 3. Declaration Page from Workmen's Compensation Insurance OR a Florida Worker's Compensation Exemption Certificate with an executed Hold Harmless Release and Indemnity Agreement.
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED)**.

Checklist must be included with the bid.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)
3. My name is _____ and my relationship to the entity
named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,
means a violation of any state or federal law by a person with respect to and directly related to the
transaction of business with any public entity or with an agency or political subdivision of any other
state or with the United States, including, but not limited to, any bid or contract for goods or services to
be provided to any public entity or an agency or political subdivision of any other state or of the United
States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes,
means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of
guilt, in any federal or state trial court or record relating to charges brought by indictment or
information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a
plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime: or
 - B. An entity under the control of any natural person who is active in the management of the
entity and who has been convicted of a public entity crime. The term "affiliate" includes those
officers, directors, executives, partners, shareholders, employees, members, and agents who
are in the management of an affiliate. The ownership by one person of shares constituting a
controlling interest in another person, or a pooling of equipment or income among persons
when not for fair another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36
months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any
natural person or entity organized under the laws of any state or the United States with the legal power
to enter into a binding contract and which bids or applies to bid on contracts for the provisions of
goods or services let by a public entity, or which otherwise transacts or applies to transact business
with a public entity. The term "person" includes those officers, directors, executives, partners,
shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- _____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)
- _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____

day of _____, _____.

NOTARY PUBLIC

My commission expires: _____



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
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CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for **THE LEASING OF FOUR HUNDRED AND SIX (406) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT, PERRY FLORIDA.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked **“Sealed bids for ‘THE LEASING OF 406 ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT, PERRY FLORIDA.’”** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than 4:00 PM, local time, on February 14, 2020. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at 9:00 AM local time, or as soon thereafter as practical, on February 18, 2020 at Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based solely on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **No faxed bids will be accepted.**

For additional information and a bid package contact

Ward Ketring
Airport Manager
401 Industrial Park Drive
Perry, FL 32348
(850)838-3519
airport@taylorcountygov.com

Bid packages may also be obtained from **www.taylorcountygov.com**

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County Florida

16

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO CONSIDER AWARD OF THE FOLEY CUT-OFF ROAD WIDENING AND RESURFACING PROJECT

MEETING DATE REQUESTED:

January 6, 2020

Statement of Issue:

The Board opened and received proposals for the widening and resurfacing of Foley Cut-Off Road on November 19, 2019. The Board appointed Hank Evans, Scott Knight and Kenneth Dudley as the Bid Review Committee.

Bids received for the Project are as follows:

Anderson Columbia Co., Inc.	\$1,331,595.29
Capital Asphalt, Inc.	\$2,343,287.70
Curt's Construction, Inc.	\$1,577,387.18
Peavy & Son Construction Co., Inc.	\$2,319,000.00
Pigott Asphalt and Sitework, LLC	\$1,023,000.00

Recommended Action:

Staff recommends that the Board award the Foley Cut-Off Road widening and resurfacing project to Pigott Asphalt & Sitework, LLC as the lowest responsive bidder.

Fiscal Impact: FISCAL YR 2019/20 - \$710,489.70 SCRAP Funding Remaining

Budgeted Expense: PARTIAL FUNDING AVAILABLE

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board requested and received bids on November 15, 2019 for the widening and resurfacing of Foley Cut-Off Road from Foley Road (CR 30) to US HWY 27, approximately 1.5 miles. On November 19, 2019, the five bids received were opened and distributed to the Bid Committee for review. These bids were reviewed and the results of that review area as follows:

Required Items	Company Name				
	Anderson Columbia Co., Inc.	Capital Asphalt, Inc.	Curt's Construction, Inc.	Peavy & Son Construction Co., Inc.	Pigott Asphalt and Sitework, LLC
Bid Bond	✓, 5%	✓, 5%	✓, 5%	✓, 5%	✓, 5%
Insurance - Liability /Workers Compensation	✓, Expires 5/1/2020	✓, Expires 8/17/2020	✓, Expires 10/1/2020	✓, Expires 7/1/2020	✓, Expires 2/26/2020
Workers' Compensation Hold Harmless	N/A	✓	N/A	N/A	N/A
Public Entity Crimes Affidavit	✓	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓	✓
Valid Business Contractor License/ FDOT PreQualified	✓	✓	✓	✓	✓
E-Verify Registration	✓	✓	✓	✓	✓
Proposed Subcontractors & Suppliers	✓	✓	✓	✓	✓
Project References	✓	✓	✓	✓	✓
Proposal Amount	\$1,331,595.29	\$2,343,287.70	\$1,577,387.18	\$2,319,000.00	\$1,023,000.00

After reviewing each of the submissions, the Bid Committee recommends Pigott Asphalt and Sitework, LLC as the lowest responsive bidder and recommends awarding Pigott the Foley Cut-Off Road widening and resurfacing project.

It is important to note that subsequent contract execution for this project will be contingent on securing sufficient funding. Staff has discussed the funding issue with FDOT but was unfortunately informed that funding for supplemental agreements is largely unavailable this fiscal year and that they did not expect to be able to offer any additional funds for this project. With \$710,489.70 of the original SCRAP agreement remaining and an expected CEI expense of \$145,000, accepting the lowest bid of \$1,023,000 necessitates no less than \$464,000. With a current balance of \$2.2 million, Staff recommends that the Board consider funding this shortfall using Secondary Road Paving Common Account funding. Foley Cut-Off road is a major collector with a current traffic volume of over 1,000 vehicles a day (AADT) and connects another major collector with US HWY 27. Absent this funding, the Board will necessarily have to consider reducing the scope of the project in some fashion. Nonetheless, the project will not commence until all funding is resolved.

Lastly and assuming the funding issue will be resolved in some manner, Staff is working with the recent Request for Qualifications solicitation to complete the contractual negotiations with the three short-listed CEI firms. Once those negotiations are complete, Staff will also present a CEI

Task order for this project to the Board for approval. Once that final aspect of the project is resolved, construction will commence.


Options:


- 1) Award the Pinecrest Street bid to Pigott Asphalt and Sitework as the lowest repsonive bidder.
- 2) Reject Pigott Asphalt and Sitework as the lowest repsonive bidder stating reasons for such denial.
- 3) Consider an overall proposal that represents Taylor County's best interest as determined by the Board of County Commisisoners.

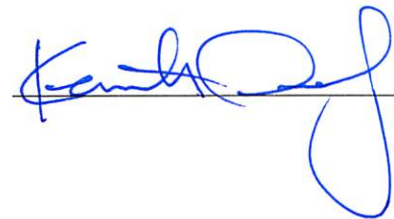
Attachments:

Pigott Asphalt and Sitework, LLC Bid

Review Committee:

 Hank Evans, Public Works Director

 Scott Knight, Public Works Superintendent

 Kenneth Dudley, County Engineer

COPY

BID FORM**Foley Cut-Off Road Widening/Resurfacing****2014-005-ENG****TABLE OF ARTICLES**

<u>Article</u>	<u>Article No.</u>
ARTICLE 1 – BID RECIPIENT	1
ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS	1
ARTICLE 3 – BIDDER'S REPRESENTATIONS	1
ARTICLE 4 – FURTHER REPRESENTATIONS	2
ARTICLE 5 – BASIS OF BID	3
ARTICLE 6 – TIME OF COMPLETION	3
ARTICLE 7 – ATTACHMENTS TO THIS BID	3
ARTICLE 8 – DEFINED TERMS	4
ARTICLE 9 – BID SUBMITTAL	4

ARTICLE 1 – BID RECIPIENT**1.01** This Bid is submitted to:

*Taylor County Board of County Commissioners
Clerk of Court
1st Floor Courthouse, Suite 102
108 North Jefferson St.
Perry, Florida 32347*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS**3.01** In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____

- B. Bidder 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. Bidder 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. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

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

Foley Cut-Off Road Widening/Resurfacing Project

Total Lump Sum Bid Price One million, twenty three thousand \$1,023,000.00
145 Days (words) and zero cents (numerals)

Any and all specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder also acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions as more specifically detailed within these specifications.

ARTICLE 6 – TIME OF COMPLETION

- 6.01** Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of 5%
- B. Certificate of Liability Insurance or Agency Statement
- C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
- D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
- E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- F. Non-Collusion Affidavit
- G. Valid Business/Contractor Licensing/Registration Information
- H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.

- I. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.
- J. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- K. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- L. List of Project References (Include: Project Cost, Completion date, Owner Contact information, etc.)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by: **Pigott Asphalt and Sitework, LLC**

If Bidder is:

An Individual

Name (typed or printed): NA

By: NA (SEAL)
(Individual's signature)

Doing business as: NA

A Partnership

Partnership Name: NA (SEAL)

By: NA
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): NA

A Corporation

Corporation Name: Pigott Asphalt and Sitework, LLC (SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): Limited Liability

By: 
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Holly Dugger

Title: OFFICER

(CORPORATE SEAL)

Attest Elizabeth S. SikeDate of Authorization to do business in FLORIDA is 12 / 01 / 2010.A Joint VentureName of Joint Venture: NAFirst Joint Venturer Name: NA (SEAL)By: NA
(Signature of first joint venture partner -- attach evidence of authority to sign)Name (typed or printed): NATitle: NASecond Joint Venturer Name: NA (SEAL)By: NA
(Signature of second joint venture partner -- attach evidence of authority to sign)Name (typed or printed): NATitle: NA

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address PO Box 579, Crawfordville, FL 32326Phone No. 850-459-0434 Fax No. NASUBMITTED on 11/15, 2019.State Contractor License No. RG291103940 (If applicable)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

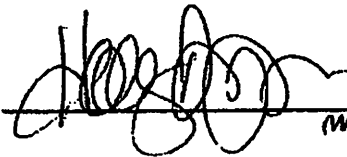
KNOW ALL MEN BY THESE PRESENTS, THAT WE Pigott Asphalt and Sitework LLC
3295 Crawfordville Highway C-2 Crawfordville FL 32327
as Principal, hereinafter called the Principal, and Westfield Insurance Company
3375-B Capital Circle, NE Tallahassee FL 32308
a corporation duly organized under the laws of the State of OH
as Surety, hereinafter called the Surety, are held and firmly bound unto Taylor County Board of County Commissioners
108 North Jefferson St., Suite 102 Perry FL 32347
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

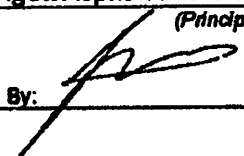
WHEREAS, the Principal has submitted a bid for FDOT SCRAP: Foley Cut-OFF Road Widening/Resurfacing
2014-005-ENG

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

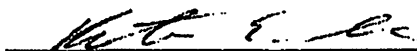
Signed and sealed this 15th day of November, 2019

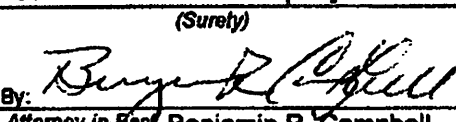
Pigott Asphalt and Sitework LLC


(Witness)

(Principal) (Seal)
By: 
(Title)

Westfield Insurance Company


Kristie E. Shaw (Witness)

(Surety) (Seal)
By: 
Attorney-in-Fact Benjamin R. Campbell (Title)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/06/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0997622 00

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
BENJAMIN R. CAMPBELL, WILLIAM R. VAN LANDINGHAM, JOINTLY OR SEVERALLY

of TALLAHASSEE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 05th day of SEPTEMBER A.D., 2018.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina

ss.:

On this 05th day of SEPTEMBER A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina

ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of November A.D., 2019.



Frank A. Carrino
Frank A. Carrino, Secretary

Pigott Asphalt and Sitework, LLC
PO Box 579 Crawfordville, FL
Ph: 850-459-0434
Holly_D@pigottasphalt.com
Liz_S@pigottasphalt.com
License # RG291103940



Proposed Suppliers

The proposed suppliers for the FDOT SCOP: Foley Cut-Off Road Widening/Resurfacing job are as follow:

- Anderson Columbia, asphalt, value \$225,000
- Conrad Yelvington, Lime Rock, value \$40,000

Pigott Asphalt and Sitework, LLC
PO Box 579 Crawfordville, FL
Ph: 850-459-0434
Holly_D@pigottasphalt.com
Liz_S@pigottasphalt.com
License # RG291103940



Proposed Subcontractors

Proposed subcontractors for the FDOT SCRAP Foley Cut-Off Road Widening/Resurfacing job is as follows:

- **Emerald Coast Striping** **Less than 5 percent of bid value**
- **Back Rock Milling** **Less than 5 percent of bid value**

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, NA (Contractor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Worker's Compensation exemption and Owner having agreed for Contractor to proceed with the following project, to-wit:

*Foley Cut-Off Road Widening/Resurfacing
Taylor County, Florida*

Contract: The intent of this contract is to secure all labor and equipment required for the Foley Cut-Off Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, concrete work, stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

The term **Contractor** is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term **Owner** is hereby defined to include Taylor County Board of County Commissioners, it directors, employees, attorney(s), and designated representatives.

1. Contractor hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Contractor hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this ____ day of _____, ____.

WITNESS:

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, ____.

NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this ____ day of _____, ____

by _____.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 2014-005-ENG
for Foley Cut-Off Road Widening/Resurfacing

2. This sworn statement is submitted by Pigott Asphalt and Sitework, LLC
(Name of entity submitting sworn statement)

Whose business address is PO Box 579, Crawfordville, FL 32326

NA and

(if applicable) its Federal Employer Identification Number (FEIN) is 274113616,

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: NA.)

3. My name is Holly Dugger and my relationship to the entity
name above is Officer.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
(Signature)

11/14/19
(Date)

STATE OF Florida

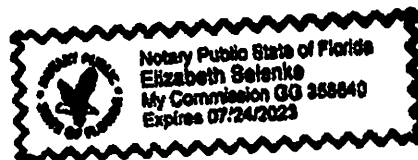
COUNTY OF Wakulla

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Holly Duager,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 14th day
of November, 2019.

Elizabeth Sulek
NOTARY PUBLIC

My commission expires: _____



NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

Holly Dugger being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Officer of
(Owner, Partner, Officer, Representative or Agent)
Pigott Asphalt and Sitework, LLC, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

~~Witness~~

Witness

By _____

Signature _____

Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the 14th day of November, 2019, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s)) of individual(s) who appeared before notary) Holly Budget and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

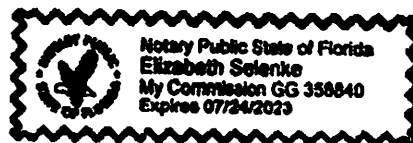
WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

Elizabeth Seienke
(Name of Notary Public: Print, Stamp or type as commissioned)



X Personally known to me. or

Did take an oath, or

Personal identification:

✓ Did Not take an oath.

Type of Identification Produced

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 3375-B Capital Circle, NE PO Box 14099 Tallahassee, FL 32317		CONTACT NAME: Kristie E. Shaw PHONE (A/C, No, Ext): 850 386-2143 FAX (A/C, No): 8883281326 E-MAIL ADDRESS: keshaw@mcgriffinsurance.com															
INSURED Pigott Asphalt and Sitework, LLC PO Box 579 Crawfordville, FL 32326		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Insurance Co</td> <td>36161</td> </tr> <tr> <td>INSURER C: Bridgefield Casualty Insurance Company</td> <td>10335</td> </tr> <tr> <td>INSURER D: Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: Travelers Property Casualty Insurance Co	36161	INSURER C: Bridgefield Casualty Insurance Company	10335	INSURER D: Travelers Property Casualty Co of Amer	25674	INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CO1N974943	02/26/2019	02/26/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	8101N903077	02/26/2019	02/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	X	X	CUP2N664533	02/26/2019	02/26/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	19648380	02/26/2019	02/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Leased/Rented Equipment			QT6602N945042TIL19	02/26/2019	02/26/2020	25,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured including Completed Operations, Blanket Waiver of Subrogation, Per Project Aggregate, and Primary NonContributory Wording applies in regards to liability, when required by written contract.

RE FDOT SCRAP: Foley Cut-OFF Road Widening/Resurfacing 2014-005-ENG
 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Taylor County Board of County Commissioners Clerk of Court 1st Floor Courthouse Ste 102 108 N Jefferson St. Perry, FL 32347-3231	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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DESCRIPTIONS (Continued from Page 1)

Taylor County Board of County Commissioners is listed as additional insured with reagrds to liability when required by written contract, subject to the conditions of the additional insured Owners, Lessees or Contractors.

2019 FLORIDA LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

DOCUMENT# L10000124056

Entity Name: PIGOTT ASPHALT AND SITEWORK LLC

Current Principal Place of Business:3295 CRAWFORDVILLE HWY
C-2
CRAWFORDVILLE, FL 32327**FILED**
Jul 09, 2019
Secretary of State
9824414168CC**Current Mailing Address:**PO BOX 579
CRAWFORDVILLE, FL 32326 US

FEI Number: 27-4113616

Certificate of Status Desired: No

Name and Address of Current Registered Agent:PIGOTT, RALPH F III
126 PIGOTT WOODS RD
CRAWFORDVILLE, FL 32327 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: RALPH F PIGOTT III

07/09/2019

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	PRESIDENT
Name	PIGOTT, RALPH F III
Address	126 PIGOTT WOODS RD
City-State-Zip:	CRAWFORDVILLE FL 32327

Title	MANAGER
Name	PIGOTT, RALPH F SR.
Address	138 PIGOTT WOODS ROAD
City-State-Zip:	CRAWFORDVILLE FL 32327

Title	VP, AUTHORIZED REPRESENTATIVE, AUTHORIZED MEMBER, OTHER
Name	DUGGER, HOLLY D
Address	PO BOX 579
City-State-Zip:	CRAWFORDVILLE FL 32326

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RALPH PIGOTT, III

PRESIDENT

07/09/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

June 17, 2019

PIGOTT ASPHALT AND SITEWORK LLC
3295 CRAWFORDVILLE HWY C-2
CRAWFORDVILLE, FLORIDA 32327

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 6/30/2020.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

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

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

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

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

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

PIGOTT FREEMAN

PIGOTT ASPHALT AND SITEWORK LLC
PO BOX 579
CRAWFORDVILLE FL 32326

LICENSE NUMBER: RG291103940

EXPIRATION DATE: AUGUST 31, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Pigott Asphalt and Sitework, LLC
 PO Box 579 850-459-0434
 Crawfordville, FL 32326



Completed Projects

Company	Contact	Contracted Amount	Description	Contract Date	Completed
CR2M, LLC 266 Rosehill Drive North Tallahassee, FL 32326	Harold Feener 615-878-5893 Haroldfeener@gmail.com	\$ 371,280.00	Hauling and paving 2500 tons of asphalt on roadway	12/2017	5/19/2018
City of Perry 224 South Jefferson St. Perry, FL 32347	Bobby Counce 850-584-7161 bcounce@cityofperry.net	\$ 486,518.40	Hauling, street resurfacing, stormwater	3/2018	8/2018
Franklin County BOCC 33 Market St., Ste 203 Apalachicola, FL 32320	Clay Kennedy 850-571-1213 Ckennedy@dewberry.com	\$ 164,573.50	Hauling, new road construction, paving and stormwater	11/2018	3/2019
Omni Consulting 2108 Delta Way Tallahassee, FL 32303	Tom Daniels 850-294-2501 tdaniel@omni-consulting.net	\$ 218,462.00	Demolition, hauling, sitework, paving, stormwater	4/2018	10/2018
CSI Contracting 1131 Dade St. Quincy, FL 32351	Hayes Woodward 850-875-1471 hw@csi-contracting.com	\$ 405,613.00	Hauling, sitework, stormwater, paving, concrete walls	4/2018	4/2019
FDOT 1723 Sunrise Cir Ponce, de Leon, FL 32455	Troy Byers 850.836.5749 troy.byers@dot.state.fl.us	\$188,488.90	Grading, drainage, flexible paving, road construction	2/1/2019	4/25/2019

Primary Industry Type	Employer	Doing Business As	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
CONSTRUCTION (23)	Pigott Asphalt and Sitework, LLC	Pigott Asphalt and Sitework, LLC	10 to 19	1	FL

Showing 1 to 1 of 1 entries. [CSV](#)

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Last Updated Date: 10/01/2019

E-Verify

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



COMMISSIONERS TO CONSIDER AWARD OF THE PINECREST STREET RESURFACING PROJECT

MEETING DATE REQUESTED:

January 6, 2020

Statement of Issue:

The Board opened and received proposals for the resurfacing of Pinecrest Street on November 19, 2019. The Board appointed Hank Evans, Scott Knight and Kenneth Dudley as the Bid Review Committee.

Bids received for the Project are as follows:

Anderson Columbia Co., Inc.	\$491,773.93
Capital Asphalt, Inc.	\$438,381.20
Peavy & Son Construction Co., Inc.	\$493,000.00
Pigott Asphalt and Sitework, LLC	\$365,000.00

Recommended Action:

Staff recommends that the Board award the Pinecrest Street resurfacing project to Pigott Asphalt & Sitework, LLC as the lowest responsive bidder.

Fiscal Impact: FISCAL YR 2019/20 - \$249,625.00 SCRAP Funding Remaining

Budgeted Expense: PARTIAL FUNDING AVAILABLE

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board requested and received bids on November 15, 2019 for the resurfacing of Pinecrest Street from Johnson Stripling Road to North Ellison Road, approximately 1 mile. On November 19, 2019, the four bids received were opened and distributed to the Bid Committee for review. These bids were reviewed and the results of that review area as follows:

Required Items	Company Name			
	Anderson Columbia Co., Inc.	Capital Asphalt, Inc.	Peavy & Son Construction Co., Inc.	Pigott Asphalt and Sitework, LLC
Bid Bond	✓, 5%	✓, 5%	✓, 5%	✓, 5%
Project Addenda	✓	X	✓	✓
Insurance - Liability /Workers Compensation	✓, Expires 5/1/2020	✓, Expires 8/17/2020	✓, Expires 7/1/2020	✓, Expires 2/26/2020
Workers' Compensation Hold Harmless	N/A	✓	N/A	N/A
Public Entity Crimes Affidavit	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓
Valid Business Contractor License/ FDOT PreQualified	✓	✓	✓	✓
E-Verify Registration	✓	✓	✓	✓
Proposed Subcontractors & Suppliers	✓	✓	✓	✓
Project References	✓	✓	✓	✓
Proposal Amount	\$491,773.93	\$438,381.20	\$493,000.00	\$365,000.00

After reviewing each of the submissions, the Bid Committee recommends Pigott Asphalt and Sitework, LLC as the lowest responsive bidder and recommends awarding Pigott the Pinecrest Street Resurfacing project.

It is important to note that subsequent contract execution for this project will be contingent on securing sufficient funding. Staff has discussed the funding issue with FDOT and is working to acquire supplemental monies. It appears there is a chance Taylor County will potentially receive a Supplemental Funding agreement in the amount of \$200,000. This funding is expected to be very close to sufficient for the project after accounting for the probable cost of Construction Engineering and Inspections. What little bit would be covered could be manageably addressed using Secondary Road Paving monies. Nonetheless, the project will not commence until the agreement is received and presented to the Board for approval and all funding allocated.

Lastly, Staff is working with the recent Request for Qualifications solicitation to complete the contractual negotiations with the three short-listed CEI firms. Once those negotiations are complete, Staff will also present a CEI Task order for this project to the Board for approval. Once that final aspect of the project is resolved, construction will commence.

Options:

- 1) Award the Pinecrest Street bid to Pigott Asphalt and Sitework as the lowest responsive bidder.

- 2) Reject Pigott Asphalt and Sitework as the lowest responsive bidder stating reasons for such denial.
- 3) Consider an overall proposal that represents Taylor County's best interest as determined by the Board of County Commissioners.

Attachments:

Pigott Asphalt and Sitework, LLC Bid

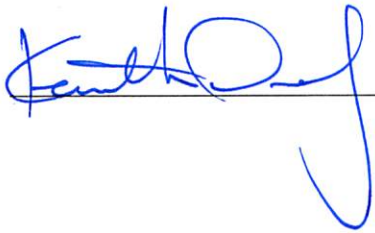
Review Committee:



Hank Evans, Public Works Director



Scott Knight, Public Works Superintendent



Kenneth Dudley, County Engineer

BID FORM**Pinecrest Street Resurfacing****2016-001-ENG****TABLE OF ARTICLES**

<u>Article</u>	<u>Article No.</u>
ARTICLE 1 – BID RECIPIENT	1
ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS	1
ARTICLE 3 – BIDDER'S REPRESENTATIONS	1
ARTICLE 4 – FURTHER REPRESENTATIONS	2
ARTICLE 5 – BASIS OF BID	3
ARTICLE 6 – TIME OF COMPLETION	3
ARTICLE 7 – ATTACHMENTS TO THIS BID	3
ARTICLE 8 – DEFINED TERMS	4
ARTICLE 9 – BID SUBMITTAL	4

ARTICLE 1 – BID RECIPIENT**1.01** This Bid is submitted to:

***Taylor County Board of County Commissioners
Clerk of Court
1st Floor Courthouse, Suite 102
108 North Jefferson St.
Perry, Florida 32347***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS**3.01** In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.Addendum Date111/1/19

- B. Bidder 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. Bidder 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. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

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

Pinecrest Street Resurfacing Project

Total Lump Sum Bid Price Three Hundred Sixty Five Thousand Dollars \$365,000.00
90 Days (words) and zero cents (numerals)

Any and all specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder also acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions as more specifically detailed within these specifications.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of 5%
- B. Certificate of Liability Insurance or Agency Statement
- C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
- D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
- E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- F. Non-Collusion Affidavit
- G. Valid Business/Contractor Licensing/Registration Information
- H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.

- I. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.
- J. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- K. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- L. List of Project References (Include: Project Cost, Completion date, Owner Contact information, etc.)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by: **Pigott Asphalt and Sitework, LLC**

If Bidder is:

An Individual

Name (typed or printed): NA

By: NA (SEAL)
(Individual's signature)

Doing business as: NA

A Partnership

Partnership Name: NA (SEAL)

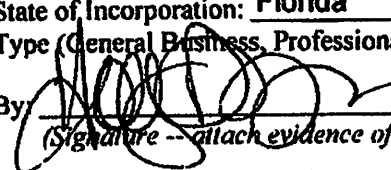
By: NA
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): NA

A Corporation

Corporation Name: Pigott Asphalt and Sitework, LLC (SEAL)

State of Incorporation: Florida
Type (General Business, Professional, Service, Limited Liability): Limited Liability

By:  (Signature -- attach evidence of authority to sign)

Name (typed or printed): Holly Dugger

Title: Authorized officer

(CORPORATE SEAL)

Attest Elizabeth Sunkel

Date of Authorization to do business in FLORIDA is 12/01/2010.

A Joint Venture

Name of Joint Venture: NA

First Joint Venturer Name: NA (SEAL)

By: NA
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): NA

Title: NA

Second Joint Venturer Name: NA (SEAL)

By: NA
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): NA

Title: NA

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address PO Box 579, Crawfordville, FL 32326

Phone No. 850-459-0434 Fax No. NA

SUBMITTED on 11/15, 2019

State Contractor License No. RG291103940 (If applicable)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 2016-001-ENG
for Pinecrest Street Resurfacing

2. This sworn statement is submitted by Pigott Asphalt and Sitework, LLC
(Name of entity submitting sworn statement)

Whose business address is PO Box 579, Crawfordville, FL 32326

NA and

(if applicable) its Federal Employer Identification Number (FEIN) is 274113616,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: NA.)

3. My name is Holly Dugger and my relationship to the entity
name above is Authorized Officer.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
(Signature)

11/14/19
(Date)

STATE OF Florida

COUNTY OF Wakulla

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Holly Dugger,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 14th day
of November, 2019.

Elizabeth Sienke
NOTARY PUBLIC

My commission expires: _____



HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, NA (Contractor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Worker's Compensation exemption and Owner having agreed for Contractor to proceed with the following project, to-wit:

Pinecrest Street Resurfacing Taylor County, Florida

Contract: The intent of this contract is to secure all labor and equipment required for the Pinecrest Street Resurfacing project in Taylor County, Florida. This project consists of resurfacing an existing approximately 20 ft wide paved roadway. This work effort will include milling, installing overbuild, and resurfacing the roadway. The project will also include shoulder work, signage and pavement markings, as more fully detailed in the project plans and specifications.

The term **Contractor** is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term **Owner** is hereby defined to include Taylor County Board of County Commissioners, it directors, employees, attorney(s), and designated representatives.

1. Contractor hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Contractor hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this ____ day of _____, _____

WITNESS:

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this ____ day of _____, _____.

by _____.

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

Holly Dugger being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Officer of
(Owner, Partner, Officer, Representative or Agent)
Pigott Asphalt and Sitework, LLC, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Elizabeth Selenke

Witness

[Signature]
Witness

By: [Signature]
Signature
Holly Dugger Officer
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the 14th day of November, 2024, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Holly Dugger and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Elizabeth Selenke
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

Elizabeth Selenke

(Name of Notary Public: Print, Stamp or type as commissioned)



☒ Personally known to me, or

☐ Did take an oath, or

☐ Personal identification:

☒ Did Not take an oath.

Type of Identification Produced

Pigott Asphalt and Sitework, LLC
PO Box 579 Crawfordville, FL
Ph: 850-459-0434
Holly_D@pigottasphalt.com
Liz_S@pigottasphalt.com
License # RG291103940



Proposed Suppliers

The proposed suppliers for the FDOT SCOP: Pinecrest Street Resurfacing job are as follow:

- **Anderson Columbia, asphalt, value \$225,000**
- **Conrad Yelvington, Lime Rock, value \$40,000**

Pigott Asphalt and Sitework, LLC
PO Box 579 Crawfordville, FL
Ph: 850-459-0434
Holly D@pigottasphalt.com
Liz_S@pigottasphalt.com
License # RG291103940



Proposed Subcontractors

Proposed subcontractors for the FDOT SCOP: Pinecrest Street Resurfacing job is as follows:

- **Emerald Coast Striping** **Less than 5 percent of bid value**
- **Back Rock Milling** **Less than 5 percent of bid value**

THE AMERICAN INSTITUTE OF ARCHITECTS

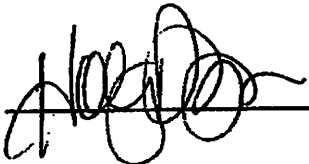
AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Pigott Asphalt and Sitework LLC
3295 Crawfordville Highway C-2 Crawfordville FL 32327
as Principal, hereinafter called the Principal, and Westfield Insurance Company
3375-B Capital Circle, NE Tallahassee FL 32308
a corporation duly organized under the laws of the State of OH
as Surety, hereinafter called the Surety, are held and firmly bound unto Taylor County Board of County Commissioners
108 North Jefferson St., Suite 102 Perry FL 32347
as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for FDOT SCOP: Pinecrest Street Resurfacing 2016-001-ENG

NOW, THEREFORE, If the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, If the Principal shall pay to the Obligor the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 15th day of November, 2019


(Witness)

Pigott Asphalt and Sitework LLC

(Principal)

(Seal)

By: 

(Title)

Westfield Insurance Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Benjamin R. Campbell

(Title)

Kristie E. Shaw

(Witness)

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

BENJAMIN R. CAMPBELL, WILLIAM R. VAN LANDINGHAM, JOINTLY OR SEVERALLY

of TALLAHASSEE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 05th day of SEPTEMBER A.D., 2018.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Dennis P. Baus

By: **Dennis P. Baus, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 05th day of SEPTEMBER A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of November A.D., 2019.



Frank A. Carrino
Frank A. Carrino, Secretary

2019 FLORIDA LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

DOCUMENT# L10000124056

Entity Name: PIGOTT ASPHALT AND SITEWORK LLC

Current Principal Place of Business:

3295 CRAWFORDVILLE HWY
C-2

CRAWFORDVILLE, FL 32327

Current Mailing Address:

PO BOX 579
CRAWFORDVILLE, FL 32326 US

FBI Number: 27-4113616

Name and Address of Current Registered Agent:

PIGOTT, RALPH F III
126 PIGOTT WOODS RD
CRAWFORDVILLE, FL 32327 US

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: RALPH F PIGOTT III

07/09/2019

Date

Electronic Signature of Registered Agent

Authorized Person(s) Detail :

Title	PRESIDENT	Title	MANAGER
Name	PIGOTT, RALPH F III	Name	PIGOTT, RALPH F SR.
Address	126 PIGOTT WOODS RD	Address	138 PIGOTT WOODS ROAD
City-State-Zip:	CRAWFORDVILLE FL 32327	City-State-Zip:	CRAWFORDVILLE FL 32327
Title	VP, AUTHORIZED REPRESENTATIVE, AUTHORIZED MEMBER, OTHER		
Name	DUGGER, HOLLY D		
Address	PO BOX 579		
City-State-Zip:	CRAWFORDVILLE FL 32326		

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes, and that my name appears above or on an attachment with all other: (a) empowered.

SIGNATURE: RALPH PIGOTT, III

PRESIDENT

07/09/2019

Date

Electronic Signature of Signing Authorized Person(s) Detail

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 3375-B Capital Circle, NE PO Box 14099 Tallahassee, FL 32317	CONTACT NAME: Kristle E. Shaw PHONE (A/C, No, Ext): 850 386-2143 FAX (A/C, No): 8883281326 E-MAIL ADDRESS: keshaw@mcgriffinsurance.com														
INSURED Pigott Asphalt and Sitework, LLC PO Box 579 Crawfordville, FL 32326	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Company</td> <td>25858</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Insurance Co</td> <td>36161</td> </tr> <tr> <td>INSURER C: Bridgefield Casualty Insurance Company</td> <td>10335</td> </tr> <tr> <td>INSURER D: Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company	25858	INSURER B: Travelers Property Casualty Insurance Co	36161	INSURER C: Bridgefield Casualty Insurance Company	10335	INSURER D: Travelers Property Casualty Co of Amer	25674	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CO1N974943	02/26/2019	02/26/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	8101N903077	02/26/2019	02/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE QED RETENTION \$	X	X	CUP2N664533	02/26/2019	02/26/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	19648380	02/26/2019	02/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Leased/Rented Equipment			QT6602N945042TIL19	02/26/2019	02/26/2020	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured including Completed Operations, Blanket Waiver of Subrogation, Per Project Aggregate, and Primary NonContributory Wording applies in regards to liability, when required by written contract.

RE FDOT SCOP: Pinecrest Street Resurfacing 2016-001-ENG

Taylor County Board of County Commissioners is listed as additional insured with reagrds to liability when (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Taylor County Board of County Commissioners
 Clerk of Court 1st Floor
 Courthouse Ste 102 108 N
 Jefferson St.
 Perry, FL 32347-3231

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Deb Shaw

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DESCRIPTIONS (Continued from Page 1)

required by written contract, subject to the conditions of the additional insured Owners, Lessees or Contractors.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

June 17, 2019

PIGOTT ASPHALT AND SITEWORK LLC
3298 CRAWFORDVILLE HWY C-2
CRAWFORDVILLE, FLORIDA 32837

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

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

FDOT APPROVED WORK CLASSES:

SEALING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.004(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Amery, Manager
Contracts Administration Office

AA:CSJ

Pigott Asphalt and Sitework, LLC
 PO Box 579 850-459-0434
 Crawfordville, FL 32326



Completed Projects

Company	Contact	Contracted Amount	Description	Contract Date	Completed
CR2M, LLC 266 Rosehill Drive North Tallahassee, FL 32326	Harold Feener 615-878-5893 Haroldfeener@gmail.com	\$ 371,280.00	Hauling and paving 2500 tons of asphalt on roadway	12/2017	5/19/2018
City of Perry 224 South Jefferson St. Perry, FL 32347	Bobby Counce 850-584-7161 bcounce@cityofperry.net	\$ 486,518.40	Hauling, street resurfacing, stormwater	3/2018	8/2018
Franklin County BOCC 33 Market St., Ste 203 Apalachicola, FL 32320	Clay Kennedy 850-571-1213 Ckennedy@dewberry.com	\$ 164,573.50	Hauling, new road contruction, paving and stormwater	11/2018	3/2019
Omni Consulting 2108 Delta Way Tallahassee, FL 32303	Tom Daniels 850-294-2501 tdaniel@omni-consulting.net	\$ 218,462.00	Demolition, hauling, sitework, paving, stormwater	4/2018	10/2018
CSI Contracting 1131 Dade St. Quincy, FL 32351	Hayes Woodward 850-875-1471 hw@csi-contracting.com	\$ 405,613.00	Hauling, sitework, stormwater, paving, concrete walls	4/2018	4/2019
FDOT 1723 Sunrise Cir Ponce, de Leon, FL 32455	Troy Byers 850.836.5749 troy.byers@dot.state.fl.us	\$ 188,488.90	Grading, drainage, flexible paving, road construction	2/1/2019	4/25/2019



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

PIGOTT, FREEMAN

PIGOTT ASPHALT AND SITEWORK LLC
PO BOX 579
CRAWFORDVILLE FL 32326

LICENSE NUMBER: RG291103940

EXPIRATION DATE: AUGUST 31, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ADDENDA

TAYLOR COUNTY BOCC

To: ALL RESPONDENTS

From: Kenneth Dudley, Taylor County Engineering Department

Date: November 1, 2019

Re: Pinecrest Street Resurfacing Project
Addendum No. 1

This memorandum is to serve as an Addendum to the **Pinecrest Street Resurfacing Project** solicitation package to be received in the Clerk's Office by 4:00 pm on Friday, November 15, 2019, and to be opened and read aloud by the Board of County Commissioners on November 19, 2019.

These responses are to be considered as if originally incorporated into the Solicitation Documents:

1. Updated Construction Plans. (Plans e-mailed to bidders of record)

- A. The Signing and Pavement Marking Plans were inadvertently omitted from the Plan set. Sheets S-1 ~ S-13 attached.


I hereby acknowledge receipt of Addendum No. 1:

Name: Holly Dugger

Company: Pigott Asphalt and Sitework, LLC

Date: 11/1/19

Primary Industry Type	Employer ▲	Doing Business As	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
CONSTRUCTION (23)	Pigott Asphalt and Sitework, LLC	Pigott Asphalt and Sitework, LLC	10 to 19	1	FL

Showing 1 to 1 of 1 entries.  [CSV](#)

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[E-Verify ENROLLMENT](#)

Last Updated Date: 10/01/2019

E-Verify

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



**TAYLOR COASTAL WATER AND SEWER DISTRICT'S INABILITY TO
SERVICE CERTAIN LANDOWNERS**

Meeting Date:

Statement of Issue:

Certain property owners within the Taylor Coastal Water and Sewer District ("TCWSD") are being denied connection for services due to conditions in a USDA construction loan that was obtained in order to construct the TCWSD water and sewer plant.

Recommendation: Amend Taylor County Code §66-150 to exempt property owners who are precluded from obtaining water and sewerage services from the TCWSD.

Fiscal Impact: \$ 0.00 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: Ray Curtis, Attorney for JKSW Investments, LLC

Contact: Ray Curtis
103 N. Jefferson Street
Perry, FL 32347
ray@thecurtislawfirm.com
850-584-5299

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

I represent George and Stephanie Weldon. They own JKSW Investments, LLC, which in turn owns 28 acres located at 18835 Beach Road, Perry, Florida 32348, Parcel ID number 06643-000.

They are interested in, assuming they can meet all other requirements under the law, creating a RV park at that location.

I started by speaking with the Taylor County Health Department. It advised that if TCWSD was unable to provide a hookup for the same, that JKSW should seek a "waiver" by TCWSD. Once JKSW obtained such a waiver, then JKSW could apply for sewerage and water through the governmental agencies that would otherwise be responsible for the same (i.e. Taylor County Health Department, Suwannee River Water Management District, and the Florida Department of Environmental Protection).

I appeared before the TCWSD Board on October 22nd, 2019 in order to determine if JKSW could connect such an RV park project to TCWSD, or in the alternative, if JKSW could obtain such a waiver.

At that meeting, I was advised that the TCWSD was unable to offer connectivity to such a project due in part to restrictions on their USDA loan that was utilized to construct the water and sewer treatment plant. However, I was also advised at that meeting that the TCWSD could not or would not issue a "waiver" as it had been termed by the Taylor County Health Department.

I submitted a public records request to the TCWSD and asked it to provide documents and maps that supported its assertion at the October 22nd, 2019 meeting.

TCWSD has advised that, due to restrictions on its USDA funding, it can "...only serve development that was in existence (including platted areas) at that time." *See October 30th, 2019 Email from Mary Gavin (of the Southeast Rural Community Assistance Project, Inc.) to the TCWSD Director, Lynn Senter, quoting USDA's Program Director.*

A map of the TCWSD's service area is attached hereto as "Exhibit A". Within that service area however, only a portion of the properties were on the list incorporated into the USDA loan, as those were the only ones developed and in need of services at that time.

However, since Taylor County Code §66-150 requires "...the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter," certain people within the service area that can't connect to TCWSD also are prohibited from looking at options other than TCWSD.

According to TCWSD Director Lynn Senter's October 23rd, 2019 email to Mary Gavin, there are at least 20 more people, in addition to JKSW, with pending applications for water and sewer connections that have been denied for this same reason.

It would seem that if TCWSD cannot provide water and sewer services to a large portion of the property owners in their service area, then other methods of liquid waste disposal and potable water should be available to those property owners. Otherwise, the lack of the property owner to meaningfully utilize his/her/its property would likely constitute a government taking, not to mention it would cause uproar from a lot of property owners.

I have reached out to the attorney for TCWSD to see if TCWSD would be willing to have a conference call or meeting with the USDA, TCWSD, and JKSW, to discuss the possibility of amending the USDA loan terms to address this dilemma.

The TCWSD attorney has advised that he has advised TCWSD "not to become engaged with your client's endeavor to seek an amendment to the District's contractual obligations to the USDA and other parties."

As such, JKSW, likely with the implicit support of at least 20 other similarly situated people, comes to the Board of County Commissioners seeking relief, so that they can have meaningful access to sewer and water.

Options:

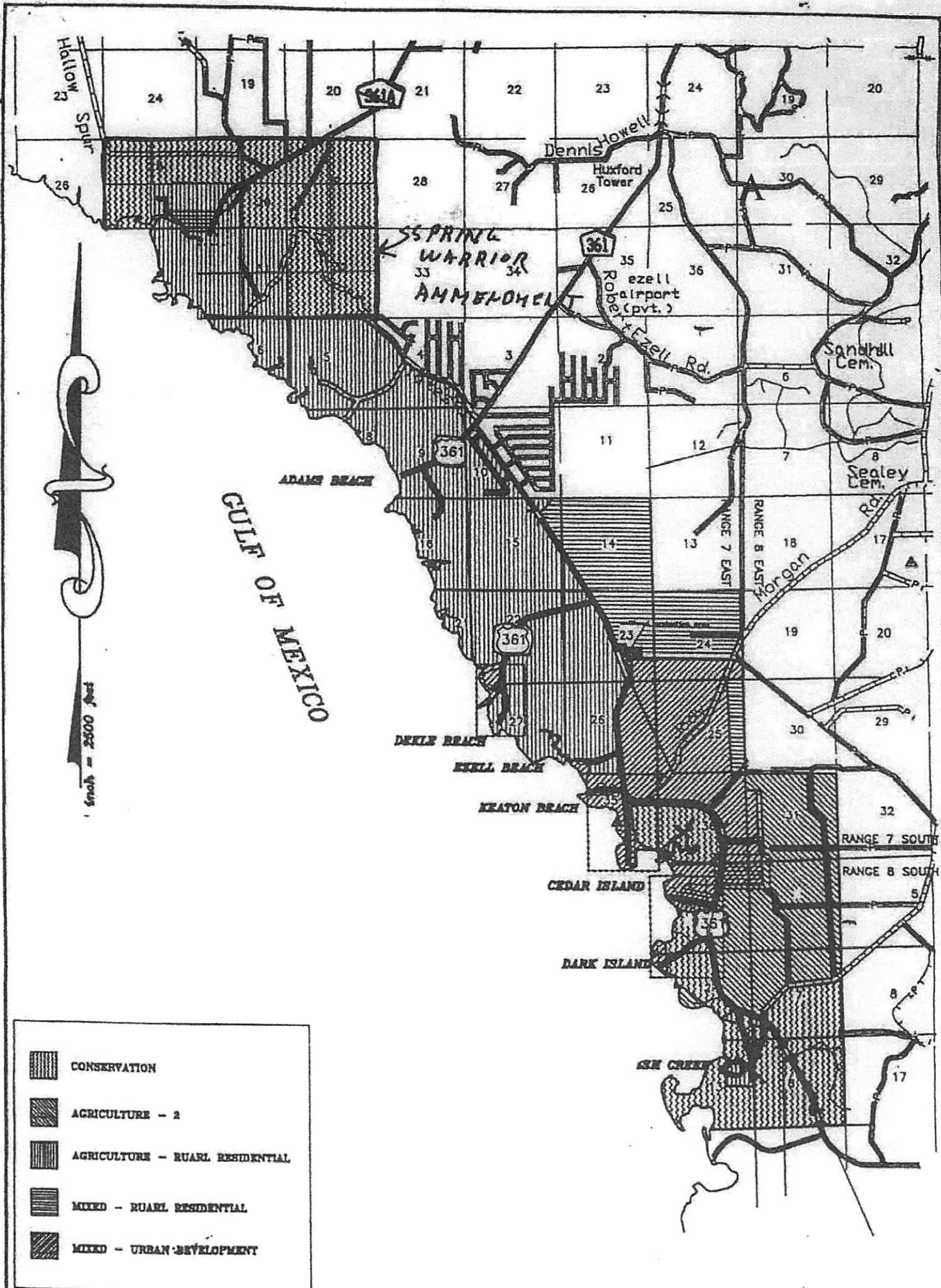
1. Amend Taylor County Code §66-150.

2. Take no action.

Attachments:

1. Map of TCSWD service area.

2.



Sec. 66-150. - Connection with sewer system.

Upon the construction of sewerage facilities under the provisions of this article, the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter. All such connections shall be made in accordance with rules and regulations and may provide for a charge for making any such connection in such reasonable amount as the board may fix and establish. This article being necessary for the welfare of the inhabitants of the district shall be liberally construed to effect the purpose thereof.

(Ord. No. 2005-3, § 10, 4-19-2005)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF DRAFT TRAFFIC SIGNAL AND FLASHING BEACON MAINTENANCE RESOLUTION.

MEETING DATE REQUESTED:

JANUARY 6, 2020

Statement of Issue:

The Florida Department of Transportation requested a new resolution to accompany the Traffic Signal Maintenance Agreement Amendment that was approved on 09/17/2019.

Recommended Action: Approve/Adopt

Fiscal Impact:

Budgeted Expense:

Submitted By: HANK EVANS

Contact: 850-838-3528

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Florida Department of Transportation (FDOT) requested a new resolution to accompany the Traffic Signal Maintenance Agreement Amendment approved on 09/17/2019.

Options: APPROVE/DENY

Attachments: AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT.

RESOLUTION _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A TRAFFIC SIGNAL AND FLASHING BEACON MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND TAYLOR COUNTY.

Upon a motion of Commissioner _____ and second by Commissioner _____, the following resolution was adopted.

WHEREAS, Taylor County Board of County Commissioners deems it in the public interest to provide for the maintenance and operation of certain traffic signals and flashing beacons along the State Highway System within Taylor County, and to enter into the attached agreement with the State of Florida Department of Transportation.

NOW THEREFORE BE IT RESOLVED THAT THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS:

1. Concurs in the provisions of that certain agreement pertaining to the design, installation, maintenance and operation of traffic signals, flashing beacons, or signal systems along the State Highway System as identified in the approved "request order" as provided under the agreement.
2. Authorizes the Chairperson of the Board to legally acknowledge and approve for the Maintaining Agency lists of signalized intersections and equipment which are contained in any "request orders" from the Department of Transportation as provided for under this agreement.
3. Authorizes the said agreement to be executed by a legally designated officer of the Maintaining Agency.

DULY ADOPTED in regular session this 6th day of January, 2020.

SEAL

Pam Feagle
Chair, Board of County Commissioners
Taylor County, Florida

ATTEST:

Annie Mae Murphy, Clerk
Taylor County, Florida

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARV42
FINANCIAL PROJECT NO. 41352818805
F.E.I.D. NO. F598000879004
AMENDMENT NO. 4

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Taylor County, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

By Taylor County, Florida
(Maintaining Agency)
By Don Taylor
(Authorized Signature)

Print/Type Name: Pam Feagle

Title: Chairman

Attorney: Carl G. [Signature] Date: 9/20/19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: Jerry Ausher

Title: District Traffic Operations Engineer

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
 TRAFFIC OPERATIONS
 08/18

Reimbursement for Maintenance and Operation

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY 2020										
Effective Date: from 07/01/2019 to 06/30/2020										
TAYLOR COUNTY										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR55, (US19) at SR51			\$850							\$850
SR55, (US19/98/27A) at C-361			\$850							\$850
SR55/30, (US19/27/98) at CR30	\$3,393									\$3,393
SR20/30, (US 19/27) at CR 359A WRIGHT/SLAUGHTER ROAD			\$850							\$850
SR55, (US 221) at SR359A WRIGHT ROAD			\$850							\$850
SR55, (US221) at CR14			\$850							\$850

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY
2020****Effective Date: from 07/01/2019 to 06/30/2020
TAYLOR COUNTY**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR30 at 180' WEST OF AUCILLA LANDING RD.							\$341			\$341
SR30 at 270' EAST OF AUCILLA LANDING RD.							\$341			\$341
SR30 at 1800' EAST OF AUCILLA LANDING RD.							\$341			\$341
SR30 at WEST SIDE OF AUCILLA BRIDGE							\$341			\$341
							Total Lump Sum Amount*			\$9,007.00

* Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY
2020Effective Date: from 07/01/2019 to 06/30/2020
TAYLOR COUNTY

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$9,007.00


Maintaining Agency9/17/19
Date_____
District Traffic Operations Engineer_____
Date



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:	Title:	Effective Date:
2.07	Signature Authority of the County Administrator	08/04/14

PURPOSE

To provide guidance and instruction for the delegation of authority for the County Administrator to sign documents on behalf of the Board of County Commissioners.

REFERENCE

Florida Statute Chapter 125.74

POLICY

- (1) Under the Administrative form of government, the Board recognizes that the County Administrator is delegated the authority to ensure the proper administration of all affairs under the jurisdiction of the Board. From time to time, the County Administrator will be required to sign documents on behalf of or as a representative of the Board. Pursuant to Florida Statute Chapter 125.74, the County Administrator is authorized to sign on behalf of the Board those documents that are administrative or ministerial in nature. Examples include:
 - (a) Grant documents for grants approved by the Board.
 - (b) Contract documents, including contracts, task orders, and reports, for projects approved by the Board and procured pursuant to the Board's Purchasing Policy and Florida Statutes.
 - (c) Change orders for projects approved by the Board and there is no change in the project budget.
 - (d) Documentation required from state or federal agencies for projects or services approved by the Board.
- (2) Any document signed by the County Administrator pursuant to this policy shall be placed on the regular agenda for ratification by the Board as soon as practicable.
- (3) The above specific power is to be construed as administrative in nature, and in any exercise of governmental power the administrator shall only be performing the duty of advising the board of county commissioners in its role as the policy-setting governing body of the county.

RESPONSIBLE DEPARTMENT

Office of the County Administrator

Revision Date(s):

20

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF DRAFT
RESOLUTION DECLARING TAYLOR COUNTY A SECOND
AMENDMENT SANCTUARY.

MEETING DATE REQUESTED:

JANUARY 6, 2020

Statement of Issue: TO AFFIRM A COMMITMENT TO THE CONSTITUTION OF
THE UNITED STATES OF AMERICA AS RESPECTS THE
PROTECTION PROVIDED BY THE SECOND AMENDMENT.

Recommended Action:

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: SEVERAL FLORIDA COUNTIES HAVE RECENTLY BECOME
SECOND AMENDMENT SANCTUARIES. COMMISSIONERS JIM MOODY AND PAM
FEAGLE HAVE REQUESTED, ON BEHALF OF THEIR CONSTITUENTS,
CONSIDERATION FROM THE BOARD TO APPROVE A LIKE RESOLUTION FOR
TAYLOR COUNTY.

Options: APPROVE/NOT APPROVE DRAFT RESOLUTION
REQUEST COUNTY ATTORNEY TO DRAFT RESOLUTION

Attachments: MATERIALS FROM CITIZEN TOM FERGUSON
DRAFT RESOLUTION

December 5, 2019

Tom Ferguson
3788 Strickland Landing Drive
Perry, FL 32348
850 838 2393
tefergu@aol.com

Lawanda Pemberton, County Administrator
201 East Green Street
Perry FL 32347

Re: Second Amendment Sanctuary Resolution

Dear Ms Pemberton

Thank you for your help in our conversation this date. Enclosed is a copy of my letter to Commissioner Moody along with the attachments.

I will try to come by your office with a digital copy of the resolution amended to Taylor County.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Ferguson", written over the word "Sincerely,".

Tom Ferguson

Att: Copy of email on the Lake County Resolution
Copy of Lake County Resolution
Copy of the resolution substituting Taylor County for Lake
Copy of a local news article on the event



December 5, 2019

Tom Ferguson
3788 Strickland Landing Drive
Perry, FL 32348
850 838 2393
tefergu@aol.com

The Honorable Jim Moody, Commissioner
Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347

Re: Resolution declaring Taylor County a Second Amendment Sanctuary

Dear Mr. Moody,

Recently Lake County became the first county in Florida to become a Second Amendment Sanctuary. Enclosed are a number of documents relating to this event.

I would like to request that you, as my area representative on the commission, introduce such a resolution for Taylor County for consideration by the Commission.

It would serve the citizens of Taylor County well for the Commission to affirm a commitment to the Constitution of the United States of America as respects the protection provided by the Second Amendment.

Copies of all of the information provided herein have also been given to the County Administrator, Lawanda Pemberton.

Thank you for your consideration on this matter.

Sincerely,

Tom Ferguson

Att: Copy of email on the Lake County Resolution
Copy of the Lake County Resolution
Copy of the Resolution substituting Taylor County for Lake
Copy of a local news article on the event

Cc: Lawanda Pemberton with all attachments

From: USFinfo <USFinfo@unifiedsportsmenfl.org>

To: tefergu <tefergu@aol.com>

Subject: ALERT ! Lake County is Florida's 1st Second Amendment Sanctuary County

Date: Wed, Nov 6, 2019 11:44 am

ALERT ! Lake County is Florida's 1st Second Amendment Sanctuary County

DATE: November 6, 2019

TO: USF & NRA Members and Friends

FROM: Marion P. Hammer

USF Executive Director

NRA Past President

With the blessing and support of Sheriff Payton Grinnell, Lake County Commissioner Josh Blake introduced a resolution declaring Lake County, Florida, to be a Second Amendment Sanctuary County.

By a vote of 4-0 the Lake County Commission adopted the resolution and became Florida's 1st Second Amendment Sanctuary County.

Gun Control activists have been put on notice that Lake County intends to protect the rights, freedom, and liberty guaranteed by The Constitution of the United States of America.

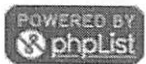
Click here to read the Resolution:

<https://lakecountyfl.civicclerk.com/Web/GenFile.aspx?ad=16508>

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This email was sent to tefergu@aol.com

TO UNSUBSCRIBE - To be removed from Unified Sportsmen of Florida's Information and Alert list, please notify us by email to USFINFO@aol.com and type REMOVE in the subject line.



RESOLUTION 2019-__

A RESOLUTION OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS DECLARING LAKE COUNTY A SECOND AMENDMENT SANCTUARY.

WHEREAS, the Constitution of the United States is the supreme law of our nation; and

WHEREAS, the Second Amendment to the Constitution states, “a well-regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed;” and

WHEREAS, the U.S. Supreme Court found in *Miranda v. Arizona*, 384 U.S. 436 (1966), that, “where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them;” and

WHEREAS, the U.S. Supreme Court in the *District of Columbia v. Heller*, 554 U.S. 570 (2008), affirmed that the Second Amendment right to keep and bear arms is not connected in any way to service in a militia; and

WHEREAS, the U.S. Supreme Court in *United States v. Miller*, 307 U.S. 174 (1939), stated that firearms that are part of ordinary military equipment with use that could contribute to the common defense are protected by the Second Amendment; and

WHEREAS, the Fourteenth Amendment to the Constitution states, “no State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws;” and

WHEREAS, the U.S. Supreme Court in *McDonald v. City of Chicago*, 561 U.S. 742 (2010), affirmed that a person’s Second Amendment right to “keep and bear arms” is further secured by the “due process” and the “privileges and immunities” clauses of the Fourteenth Amendment. This decision also protects rights closely related to the Second Amendment, namely the right to manufacture, transfer, purchase, and sell firearms, accessories, and ammunition; and

WHEREAS, the Tenth Amendment to the Constitution states, “the powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the People;” and

WHEREAS, the U.S. Supreme Court found in *Printz v. United States*, 521 U.S. 898 (1997), that the Federal government cannot compel law enforcement officers of the States to enforce federal laws as it would increase the power of the Federal government far beyond that which the Constitution intended; and

WHEREAS, Article I, Section 8, of the Florida Constitution states that, “the right of the people to keep and bear arms in defense of themselves and of the lawful authority of the state shall not be infringed, except that the manner of bearing arms may be regulated by law;” and

WHEREAS, due to dual sovereignty of the U.S. Constitution, the Federal government has no authority to enforce state laws and States cannot be compelled to enforce Federal laws; and

WHEREAS, the last protectors of the U.S. Constitution are the County Sheriffs and “we the people of the United States of America” and our ability to fulfill that role successfully rests on our Second Amendment rights.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida, as follows:

Section 1. The above recitals are true and correct and incorporated in this Resolution.

Section 2. The Lake County Board of County Commissioners hereby declares Lake County as a Second Amendment Sanctuary in order to preserve for the People of, on, and in Lake County, their rights guaranteed by the Constitution of the United States of America.

Section 3 We the People of Lake County, Florida, through this resolution hereby declare our rights, our freedom and our liberty as guaranteed by the Constitution of the United States of America.

Section 4. A copy of this Resolution shall be spread upon the Minutes of this meeting.

Section 5. This Resolution shall become effective upon adoption.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida in regular session this ____ day of _____, 2019.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Leslie Campione, Chairman

This ____ day of _____, 2019.

Approved as to form and legality:

Melanie Marsh, County Attorney

RESOLUTION 2020-__

A RESOLUTION OF THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS DECLARING TAYLOR COUNTY A SECOND AMENDMENT SANCTUARY.

WHEREAS, the Constitution of the United States is the supreme law of our nation, and

WHEREAS, the Second Amendment to the Constitution states, “a well regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed;” and

WHEREAS, the U.S. Supreme Court found in *Miranda v. Arizona*, 384 U.S. 436 (1966), that, “where rights are secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them;” and

WHEREAS, the U.S. Supreme Court in *District of Columbia v. Heller*, 554 U.S. 570 (2008), affirmed that the Second Amendment right to keep and bear arms is not connected in any way to service in a militia; and

WHEREAS, the U.S. Supreme Court in *United States v. Miller*, 307 U.S. 174 (1939), stated that Firearms that are part or ordinary military equipment with use that could contribute to the common defense are protected by the Second Amendment; and

WHEREAS, the Fourteenth Amendment to the Constitution states, “no State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States, nor shall any State deprive any person of life, liberty, or property, without process of law; nor deny to any person within its jurisdiction the equal protection of the laws;” and

WHEREAS, the U.S. Supreme Court in *McDonald v. City of Chicago*, 561 U.S. 742 (2010), affirmed that a person’s Second Amendment right “to keep and bear arms” is further secured by the “due process” and the “privileges and immunities” clauses of the Fourteenth Amendment. This decision also protects rights closely related to the Second Amendment, namely the right to manufacture, transfer, purchase, and sell firearms, accessories, and ammunition; and

WHEREAS, the Tenth Amendment to the Constitution states, “the powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the People;” and

WHEREAS, the U.S. Supreme Court found in *Printz v. United States*, 521 U.S. 898 (1997), that the Federal government cannot compel law enforcement officers of the States to enforce federal laws as it would increase the power of the Federal government far beyond that which the Constitution intended; and

WHEREAS, Article I, Section 8, of the Florida Constitution states that, “the right of the people to keep and bear arms in defense of themselves and of the lawful authority of the state shall not be infringed, except that the manner of bearing arms may be regulated by law;” and

WHEREAS, due to the dual sovereignty of the U.S. Constitution, the Federal government has no authority to enforce state laws and the States cannot be compelled to enforce Federal laws; and

WHEREAS, the last protectors of the U.S. Constitution are the County Sheriffs and "we the people of the United States of America" and our ability to fulfill that role successfully rests on our Second Amendment right.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, as follows:

Section 1. The above recitals are true and correct and incorporated in this Resolution.

Section 2. The Taylor County Board of County Commissioners hereby declares Taylor County as a Second Amendment Sanctuary in order to preserve for the People of, on and in Taylor County, their rights guaranteed by the Constitution of the United States of America.

Section 3. We the People of Taylor County, Florida, through this resolution hereby declare our rights, our freedom and our liberty as guaranteed by the Constitution of the United States of America.

Section 4. A copy of this Resolution shall be spread upon the Minutes of this meeting.

Section 5. This Resolution shall become effective upon adoption.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida in regular session this ____ day of _____, 2020 .

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA**

, Clerk
Board of County Commissioners
of Taylor County, Florida

, Chairman

This ____ day of _____, 2020

Approved as to form and legality:

, County Attorney



(ArtWell / Shutterstock)

Published by Jack Davis, November 11, 2019,
westernjournalism.com

A Florida county has joined the nationwide trend of pushing back against the attack on gun rights by declaring itself a "Second Amendment Sanctuary."

Last week's action by Lake County made it the first Florida county to act, according to the Orlando Sentinel.

The resolution "declares Lake County as a Second Amendment Sanctuary in order to preserve for the People of, on, and in Lake County, their rights guaranteed by the Constitution of the United States of America."

Commissioner Josh Blake said the resolution came in response to gun-grabbing proposals offered by Democratic presidential candidates.

"This draws a line in the sand," Blake said. "It doesn't mince words. And I hope it sends a message to what can be described as the authoritarian control freaks."

The movement to declare counties as Second Amendment sanctuaries began in southern Illinois as counties pushed back against anti-gun resolutions at the state level. It has since spread across the country. In Arizona last week, for example, Mohave County adopted a Second Amendment Sanctuary resolution, according to KNXV.

The Florida resolution seeks to underscore the goals of the Second Amendment and the Florida Constitution to protect the rights of Lake County citizens.

"(D)ue to dual sovereignty of the U.S. Constitution, the Federal government has no authority to enforce state laws and States cannot be compelled to enforce Federal laws," the resolution reads in part.

Blake singled out former candidate and ex-congressman Beto O'Rourke of Texas who had championed mandatory buybacks of AR-15 and AK-47 rifles as well as Sens. Cory Booker of New Jersey and Kamala Harris of California.

Democrats "see it as their job to forcibly disarm their fellow citizens, and with all due respect that simply won't be happening in Lake County," he said, according to the Sentinel.

Citizens need the right to protect themselves, Blake said.

"There have been very terrible crimes that have been committed by very terrible people, as we're all aware. I think it's kind of compounded the tragedy that many of these crimes have taken place in gun-free zones where people were not legally allowed or able to defend themselves with force," Blake said, according to WOGX.

"Unfortunately, one of the primary reactions nationally to these criminal acts has been to penalize law-abiding citizens who make up the vast majority of gun owners in this country," he said.

Lake County Sheriff Peyton Grinnell signed on to the proposal.

According to the Sentinel, Commissioner Sean Parks noted the resolution's language that "the last protectors of the U.S. Constitution are the County Sheriffs ..."

"This is not knee jerk," Parks said. "It's a problem across the country, and it's very concerning about what could happen in the future."

ADDITIONS TO THE AGENDA

January 6, 2020

Consent Items:

Table

- 14.** THE BOARD TO CONSIDER ACCEPTANCE OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) GRANT FOR TAYLOR COUNTY ARTIFICIAL REEF MONITORING FY 2019-2020, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

General Business:

Add

- 20-A.** THE BOARD TO DISCUSS PROPOSED CONTRACT CHANGES BY WASTE PRO OF FLORIDA FOR COMMERCIAL REFUSE COLLECTION.