

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, AUGUST 20, 2019
9:00 A.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 THE LEASING OF 296± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPLICATION FOR A SPECIAL EVENTS PERMIT (MUD-BOG), TO BE HELD ON SEPTEMBER 12-15, 2019 AND OCTOBER 17-20, 2019, 7:00 A.M. TO 7:00 P.M., AS SUBMITTED BY IRON HORSE MUD RANCH.

6. THE BOARD TO CONTINUE A PUBLIC HEARING, SET FOR THIS DATE AT 9:10 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER ADOPTION OF A RESOLUTION FOR RIGHT-OF-WAY ABANDONMENT, AS REQUESTED BY JOE H. ANDERSON, III, FOR PORTIONS OF 1ST. AVE NW, 2ND. AVE NW, 3RD. AVE NW AND 4TH. STREET NW, LOCATED IN STEINHATCHEE, FLORIDA.

CONSENT ITEMS:

7. EXAMINATION AND APPROVAL OF INVOICES
8. THE BOARD TO CONSIDER APPROVAL OF A BUDGET TRANSFER, IN THE AMOUNT OF \$9,549, FROM GENERAL FUND "RESERVE FOR CONTINGENCY" TO COVER THE INCREASE IN MEDICAID REIMBURSEMENT FOR THE MONTH OF SEPTEMBER, 2019, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
9. THE BOARD TO CONSIDER ADVERTISING FOR REQUEST FOR PROPOSALS (RFPS) FOR THE TAYLOR COUNTY CLOSED LANDFILL MOWING & FERTILIZING SERVICES, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
10. THE BOARD TO CONSIDER ADVERTISING FOR REQUEST FOR QUALIFICATIONS (RFQS) FOR PROFESSIONAL ENGINEERING SERVICES, AS AGENDAED BY THE COUNTY ENGINEER.
11. THE BOARD TO CONSIDER ADVERTISING FOR RFQS FOR PROFESSIONAL CONSTRUCTION ENGINEERING & INSPECTION SERVICES, AS AGENDAED BY THE COUNTY ENGINEER.
12. THE BOARD TO CONSIDER ACCEPTANCE OF THE ELLISON FRITH ROAD SURVEYING PROPOSAL, AS RECEIVED FROM CHW, INC., IN THE AMOUNT OF \$10,700, AS AGENDAED BY THE COUNTY ENGINEER.
13. THE BOARD TO CONSIDER APPROVAL OF PORTABLE TOILET CONTRACT WITH B&B PORTA TOILETS, INC. (\$9,126 ANNUALLY), AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
14. THE BOARD TO CONSIDER APPROVAL TO REMOVE OLD COUNTY HOSPITAL (ASSET #9014) FROM COUNTY INVENTORY, AS AGENDAED BY THERESA COPELAND, INFORMATION TECHNOLOGY (IT) DIRECTOR.

15. THE BOARD TO CONSIDER APPROVAL TO EXECUTE COUNTY DEED FOR THE DONATION OF COUNTY PROPERTY TO HABITAT FOR HUMANITY, INC., AS AGENDAED BY THE COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

16. MARK REBLIN, GENERAL MANAGER, BIG BEND WATER AUTHORITY, TO APPEAR TO PRESENT 2019/2020 BUDGET.
17. THE BOARD TO CONSIDER APPOINTING TWO (2) TOURISM DEVELOPMENT COUNCIL BOARD MEMBERS, AS AGENDAED BY DAWN TAYLOR, TOURISM DEVELOPMENT DIRECTOR.

COUNTY STAFF ITEMS:

18. THE BOARD TO CONSIDER APPROVAL OF STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) ANNUAL REPORTS FOR 2016/2017, 2017/2018, 2018/2019 AND THE LOCAL HOUSING INCENTIVES CERTIFICATE, AS AGENDAED BY JAMI BOOTHBY, GRANTS COORDINATOR.

GENERAL BUSINESS:

19. THE BOARD TO CONSIDER AN AD VALOREM PROPERTY TAX EXEMPTION APPLICATION FOR REGENT MEDICAL AND AESTHETICS CLINIC, AS AGENDAED BY THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA).

COUNTY ADMINISTRATOR ITEMS:

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider an application for a Mud Bog Special Event at the Iron Horse Mud Bog site for September 12th–15th, and October 17th – 20th with attendance expected to be greater than 1,000.

MEETING DATE REQUESTED:

August 20, 2019

Statement of Issue: Mud Bog Special Event for more than 1,000 attendees.

Recommendation: Consider for approval

Fiscal Impact: Potential increase in tourist related purchases

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A Mud Bog Special Event application was submitted to the planning department on 7/23/19 to hold Mud Bog Special Events at the Iron Horse Mud Bog site located at 8999 S US 19. The application states that the expected attendance will be greater than 1,000, which, requires a public hearing pursuant to Section 10-65 of the Code of Ordinances. The checklist included was last updated on Monday, 8/12/19.

Options:

1. Approve the application.
2. Deny the application.

Attachments:

1. Copy of application
2. Supporting documents
3. Checklist

MALCOLM PAGE District 1	JIM MOODY District 2	SEAN MURPHY District 3	PAM FEAGLE District 4	THOMAS DEMPS District 5
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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P. O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

APPLICATION FOR SPECIAL EVENT PERMIT

FEE: **\$250.00**

PERMIT TYPE: MUD BOG DATE: 7/23/19

APPLICANT NAME: 3 Ponds, LLC, DBA Iron Horse Mud Ranch

MAILING ADDRESS: P. O. Box 22, Perry, Florida 32348

PROPERTY OWNER: Big Ponds, LLC

PROPERTY ADDRESS: 8999 S US 19

PHONE#: 813-909-3288 PARCEL #: 08744-200 and 08743-000

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- | | |
|---------------------------------|--------------------------|
| 1. <u>Big Ponds, LLC</u> | 2. <u>Jack Fernandez</u> |
| 3. <u>Sandra Laura Lee</u> | 4. <u>Andyland, LLC</u> |
| 5. <u>Martin Ellison Estate</u> | 6. _____ |
| 7. _____ | 8. _____ |

EVENT DATE(S): START: 9/12 – 9/15, 2019 END: 10/17 – 10/20, 2019

HOURS OF OPERATION: START: 7:00 a.m. END: 7:00 p.m.

EXPECTED ATTENDANCE: 1,000+ MAXIMUM ATTENDANCE: No way to determine

SECURITY PROVIDER: SHERIFFS OFFICE * PRIVATE SECURITY *
(Attach statement from provider)

SANITARY FACILITIES PROVIDER: Murray's Septic 850-672-0103

SOLID WASTE CONTRACTOR: Waste Pro 352-463-6200

ATTACH THE FOLLOWING

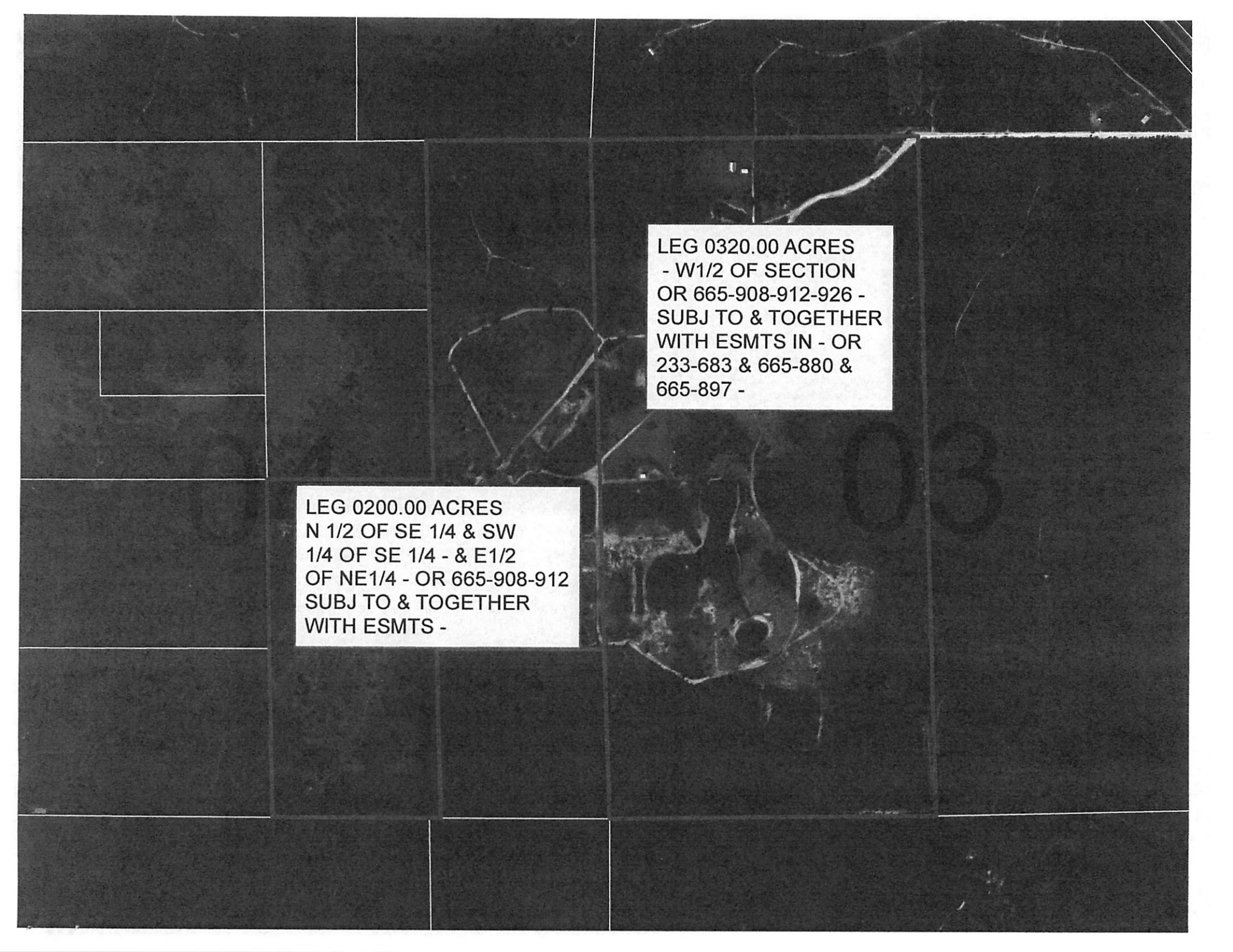
1. Exact location, legal description, area and shape of all lands used for parking or other incidental uses.
2. Exact location, legal description, area and shape of the land on which the event will take place.
3. Sworn statement from security provided, if other than Taylor County Sheriff's Department.
4. Statement as to what medical / ambulance services will be provided. (Agreement with DMH-EMS must contain signature of hospital CEO).
5. Copy of, or Statement of intent to issue, \$1,000,000.00 Insurance Policy.
6. Copy of Contract for Solid Waste Disposal.
7. Copy of Contract for Sanitary Waste Disposal.
8. Entry Consent, Adjoining Property Owner, and Hold Harmless agreements signed and notarized.
9. A map drawn to scale of at least 1" = 400', showing:
 - a. Property location;
 - b. Location of highways, roads, lots and lands within 660 feet activity;
 - c. Location of parking area and all incidental uses;
 - d. All interior access ways;
 - e. Access to the property;
 - f. Location of toilet, medical, and drinking facilities.
10. Proof of ownership of the property, or an agreement signed by the property owner permitting such use of the property.
11. Signed waiver from all property owners within 660 feet of the activity.
12. Signed statement from County Fire Chief that adequate fire protection provisions will be provided.

MUD BOG CHECKLIST

EVENT NAME: IRON HORSE MUD RANCH

1.	APPLICANTS NAME	X
2.	OWNERS NAME	X
3.	PHYSICAL LOCATION	X
4.	LEGAL DESCRIPTION	X
5.	WAIVER FROM ADJOINING PROPERTY OWNERS	X
6.	DATE & HOURS OF EVENT	X
7.	MAXIMUM ATTENDANCE *states cannot be determined	X*
8.	SECURITY STATEMENT	X
9.	AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature)	X
10.	MAP OF PROPERTY	X
11.	PROPERTY WITHIN 660 FEET OF EVENT	X
12.	LOCATION OF PARKING	X
13.	LIST OF OWNERS WITHIN 660 FEET	X
14.	ENTRY CONSENT STATEMENT	X
15.	HOLD HARMLES STATEMENT	X
16.	ADJOINING PROPERTY OWNER STATEMENT	X
17.	WASTE HAULER STATEMENT	X
18.	INSURANCE STATEMENT	X
19.	SANITARY FACILITY PROVIDER STATEMENT	X
20.	FIRE PROTECTION STATEMENT (signed by Fire Chief)	X

COMPLETED BY: William D. (Danny) Griner DATE: _____



LEG 0320.00 ACRES
- W1/2 OF SECTION
OR 665-908-912-926 -
SUBJ TO & TOGETHER
WITH ESMTS IN - OR
233-683 & 665-880 &
665-897 -

LEG 0200.00 ACRES
N 1/2 OF SE 1/4 & SW
1/4 OF SE 1/4 - & E1/2
OF NE1/4 - OR 665-908-912
SUBJ TO & TOGETHER
WITH ESMTS -

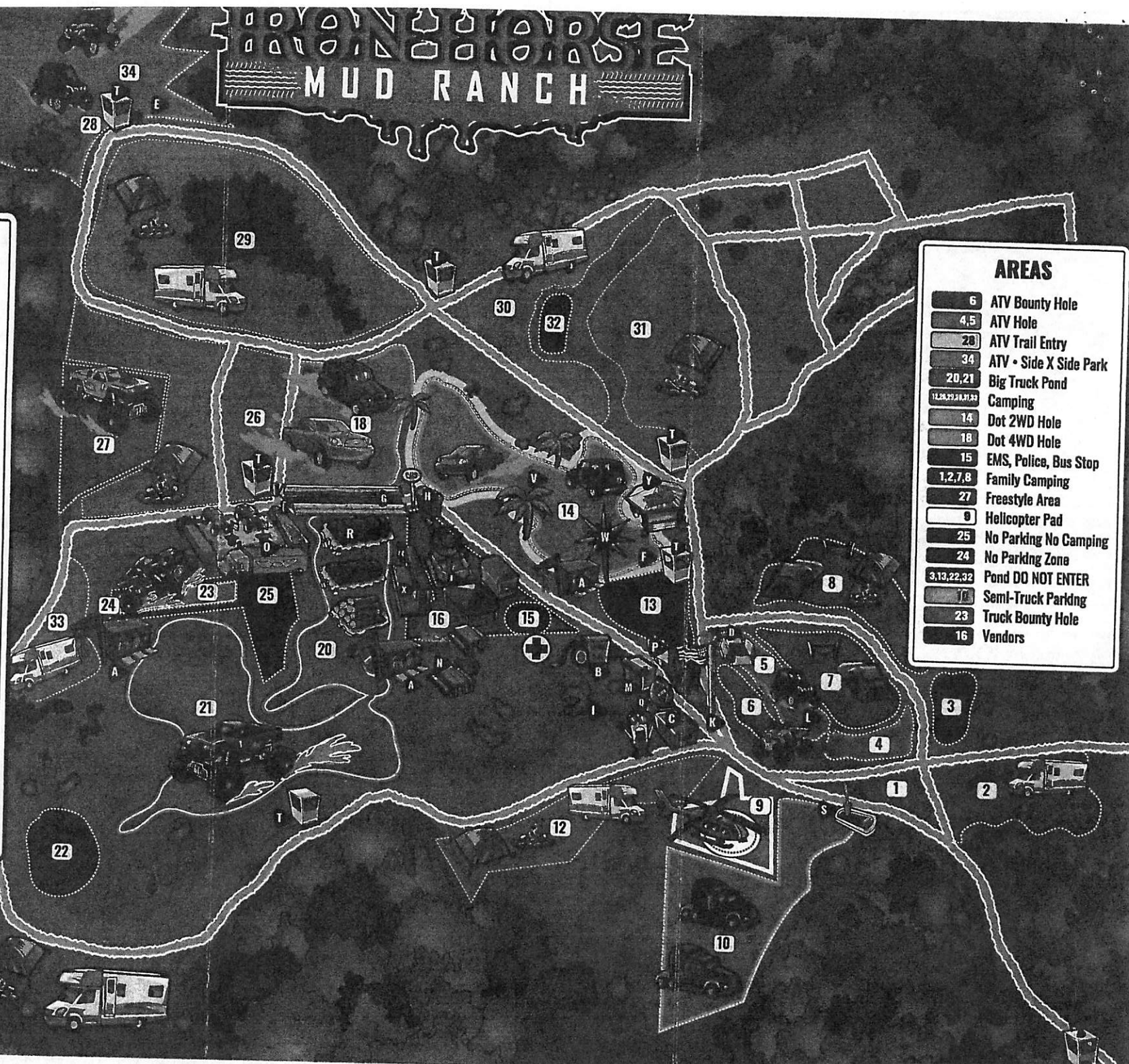
IRON HORSE MUD RANCH

ATTRACTIONS

- A** 3x Shower Stations/truck Wash
- B** Air Water Station
- C** Iron Horse Merchandise
- D** Atv Wash Station
- E** Back ATV Area
- F** Beach
- G** Bridge
- H** Bus Stop
- I** Compound Area(Off Limits)
- J** Death Ball
- K** Flag Pole
- L** Front ATV Area
- M** Fuel Station
- N** Henry's Hideaway
- O** Horsapower Village
- P** Kids Village
- Q** Media Center/atm
- R** Obstacle Course
- S** Rv Dump Station
- T** Security Booths
- U** Security Command Center
- V** Small Truck Pit
- W** Star
- X** Stage - Tug Pad
- Y** Tld Hut

AREAS

- 6** ATV Bounty Hole
- 4,5** ATV Hole
- 20** ATV Trail Entry
- 34** ATV - Side X Side Park
- 20,21** Big Truck Pond
- 13,20,29,30,31,32** Camping
- 14** Dot 2WD Hole
- 18** Dot 4WD Hole
- 15** EMS, Police, Bus Stop
- 1,2,7,8** Family Camping
- 27** Freestyle Area
- 9** Helicopter Pad
- 25** No Parking No Camping
- 24** No Parking Zone
- 3,13,22,32** Pond DO NOT ENTER
- 10** Semi-Truck Parking
- 23** Truck Bounty Hole
- 16** Vendors



Sheriff



WAYNE PADGETT – TAYLOR COUNTY

108 N. Jefferson Street, Suite 103 • Perry, Florida 32347
850-584-4225 • 1-800-800-4740
Dispatch 1-800-669-7123

February 12th, 2019

To Whom It May Concern:

The Taylor County Sheriff's Office will provide deputies for security on September 12th thru the 15th, 2019 and October 17th thru the 20th, 2019 as requested by Trey Howard, for the Iron Horse Mud Ranch Mud Bog.

Any Additional security needed must be provided by private security.

Thank you,

A handwritten signature in black ink, appearing to read "Marty Tompkins". The signature is fluid and cursive, with a large loop at the end.

Marty Tompkins

Chief Deputy

Taylor County Sheriff's Office



A partnership with Tallahassee Memorial HealthCare



Date: 04/11/2019

Ref: Iron Horse Mud Ranch Mud Bogs

This letter is to verify that Doctor's Memorial Hospital EMS will provide Advanced Life Support ambulance coverage to Iron Horse Mud Ranch Mud Bogs on the following dates :

September 12th

September 13th

September 14th

September 15th

This coverage will include a dedicated ALS unit for the duration of each event.

Please feel free to contact me for more information.

Sincerely,

Zach Hale
EMS Director
Doctors Memorial Hospital

(850) 584-2227



A partnership with Tallahassee Memorial HealthCare



Date: 04/11/2019

Ref: Iron Horse Mud Ranch Mud Bogs

This letter is to verify that Doctor's Memorial Hospital EMS will provide Advanced Life Support ambulance coverage to Iron Horse Mud Ranch Mud Bogs on the following dates :

October 17th

October 18th

October 19th

October 20th

This coverage will include a dedicated ALS unit for the duration of each event.

Please feel free to contact me for more information.

Sincerely,

Zach Hale
EMS Director
Doctors Memorial Hospital

(850) 584-2227



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/22/2019

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Swann Insurance Agency Inc
105 1/2 N. Jefferson St
Perry, FL 32347

CONTACT

NAME: Leslie Anderson

PHONE (A/C No, Ext): 850-684-6800

FAX (A/C No):

E-MAIL: swanninsurance@fairpoint.net

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Mid Continent Excess & Surplus Ins Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

3 Ponds LLC- DBA Iron Horse Mud Ranch
8999 US Highway 19 South
Perry, FL 32348

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	ADDITIONAL INSURER (INSR) / ENDORSEMENT (END)	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		09-SL-000014026	10/31/2018	10/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED: RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

Taylor County Board of County Commissioners
201 E. Green St
Perry, FL 32347

CANCELLATION

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

Leslie Anderson (A313647)

F.W. Murray's Septic
P.O. Box 1328
Perry, Florida 32348

April 11, 2019

To Whom It May Concern:

We propose to provide any and all sanitation needs for the Iron Horse Mud Ranch located on South Highway 19 during the following dates: September 12-15 and October 17-20.

If you have any questions feel free to contact me directly.

Sincerely,
F.W. Murray
Owner

ENTRY CONSENT AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the board of county commissioners, county manager, county engineer, county forester or county fire chief or state fire marshal, sheriff, county health officer and any other county officer or state officer in the performance of his or her duties.

KARI LARSON
Print Name

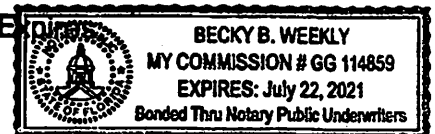
[Signature]
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Kari Larson, personally known to me (✓) produced identification () 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 11th day of May, 2018.

Becky B. Weekly
NOTARY PUBLIC

My Commission Expires



PLACE BUSINESS CARD HERE



Service Agreement

A. CUSTOMER SITE INFORMATION

Site Name: Iron Horse Ranch Sept. 13 - 15	Customer Class: roll off	Effective Date:	Account #:
Service Address: 8999 US Hwy S.	Service Area: Taylor county	Salesperson: Joel Thornton	
City/State: Perry, FL	Zip Code: 32348	Contact Name: Henry Lee	
Email: kari@toddspecializedrigging.com	Telephone: 319-283-4943	Fax:	Mobile: 843-4246

B. BILLING INFORMATION

Billing Name: Todd's Specialized Rigging	P.O. # Required? Y / N <input type="checkbox"/> <input type="checkbox"/>
Billing Address: 1520 Rock Island Rd.	Billing Cycle:
City/State: Oelwein, IA	Zip Code: 50662
Contact Name: Kari Larson	
Email:	Telephone:
Fax:	Mobile:

C. EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule
3	ro	msw	20 or 30	on call	<input type="checkbox"/> <input type="checkbox"/>				Month Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					<input type="checkbox"/> <input type="checkbox"/>				Month Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					<input type="checkbox"/> <input type="checkbox"/>				Month Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					<input type="checkbox"/> <input type="checkbox"/>				Month Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

D. ADDITIONAL FEES

Delivery:	Removal:	Locks/Castors:
Container Rental:		Franchise Fee:
Disposal:		Fuel/Environmental:
Extra Pickup:		*A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice.
Special Services:		

Other Instructions: \$285 delivery each, \$250 pulls, \$70 per ton, 2 ton minimums, \$100 monthly rent each, prorated.
Deliver just before Sept. 13. Final just after September 15.

Special Service:

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER

963333982BC04A3...
Customer Signature

Date

8/7/19

Waste Pro Representative

Date

8/7/19

Print Name

TERMS & CONDITIONS ON THE REVERSE

PLACE BUSINESS CARD HERE



Service Agreement

A. CUSTOMER SITE INFORMATION

Site Name: Iron Horse Ranch Oct. 17 - 21, 2019		Customer Class: roll off	Effective Date:	Account #:
Service Address: 8999 US Hwy S.		Service Area: Taylor county	Salesperson: Joel Thornton	
City/State: Perry, FL	Zip Code: 32348	Contact Name: Henry Lee		
Email: kari@toddspecializedrigging.com	Telephone: 319-283-4943	Fax:	Mobile:	

B. BILLING INFORMATION

Billing Name: Todd's Specialized Rigging		P.O. # Required? Y / N <input type="checkbox"/> <input type="checkbox"/>		
Billing Address: 1520 Rock Island Rd.		Billing Cycle:	Customer Deposit:	
City/State: Oelwein, IA	Zip Code: 50662	Contact Name: Kari Larson		
Email:	Telephone:	Fax:	Mobile:	

C. EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule
6	ro	msw	20 or 30	on call	<input type="checkbox"/> <input type="checkbox"/>				Month Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					<input type="checkbox"/> <input type="checkbox"/>				Month Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					<input type="checkbox"/> <input type="checkbox"/>				Month Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
					<input type="checkbox"/> <input type="checkbox"/>				Month Haul	S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

D. ADDITIONAL FEES

Delivery:	Removal:	Locks/Castors:
Container Rental:		Franchise Fee:
Disposal:		Fuel/Environmental:
Extra Pickup:	*A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice.	
Special Services:		

Other Instructions: \$285 delivery each; \$250 pulls, \$70 per ton disposal, a 2 ton minimum; \$100 monthly rent prorated.

Deliver just before October 17 and final just after October 21.

Special Service: _____

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER


Customer Signature

Date

Waste Pro Representative

Date

Print Name

TERMS & CONDITIONS ON THE REVERSE



Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348

(850) 838-3522

Fax (850)838-3524

8/12/2019

To whom it may concern,

Taylor County Fire Rescue will provide fire stand-by for the mud bog event scheduled September 13th -15th. A single fire fighter equipped with a radio, bunker gear, fire extinguisher(s), and basic medical response equipment. This person will provide initial response to any small incidents and make contact to request additional crews if needed.

The event will be staffed during normal operating hours. After event hours the event staff will be equipped with fire extinguishers and contact fire rescue by utilizing 911 for any incidents.

If you have any question please contact me at your convenience.

A handwritten signature in black ink, appearing to read "Dan Cassel".

Dan Cassel
Fire Chief



Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348

(850) 838-3522

Fax (850)838-3524

8/12/2019

To whom it may concern,

Taylor County Fire Rescue will provide fire stand-by for the mud bog event scheduled October 17th – 20th. Stand-by will included two fire fighters and one apparatus with equipment to respond to emergency incidents. The event will be staffed Thursday (17th), Friday (18th), and Saturday (19th) during operating hours. On Sunday the (20th) after event hours the event staff will be equipped with fire extinguishers and contact fire rescue by utilizing 911 for any incidents.

If you have any question please contact me at your convenience.

A handwritten signature in dark ink, appearing to read "D-C", is written above the printed name and title.

Dan Cassel
Fire Chief

ADJOINING PROPERTY OWNER AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held

KARI LARSON
Print Name

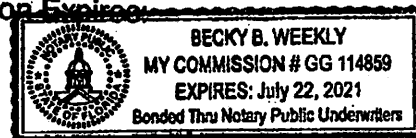
[Signature]
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Kari Larson, personally known to me (✓) produced identification () 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 11th day of May, 2018.

Becky B. Weekly
NOTARY PUBLIC

My Commission Expires



HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby agree to indemnify, hold harmless and defend the county and the sheriff, as well as the board of county commissioners, all county employees, agents, appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event.
2. I hereby agree 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.

KARI LARSON
Print Name

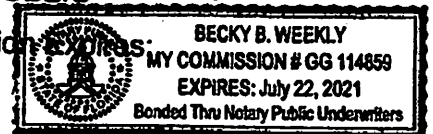
[Signature]
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Kari Larson, personally known to me (☒) produced identification () 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 11th day of May, 2018.

Becky B. Weekly
NOTARY PUBLIC

My Commission Expires:





Overview



Legend

- ☐ Parcels
- ☐ Parcel Numbers
- ☐ Highway
- ☐ City Streets
- ☐ Graded
- ☐ Roads
- ☐ Tram
- ☐ State Outlines

Parcel ID 08743-000
Sec/Twp/Rng 03-06-08
Property Address 9001 US 19 S
CO

Alternate ID n/a
Class Improved
Acreage 320

Owner Address BIG PONDS LLC
1520 ROCK ISLAND RD
OELWEIN IA 50662

District CO

Brief Tax Description LEG 0320.00 ACRES - W1/2 OF SECTION - OR 665-908-912-926 - SUBJ TO & TOGETHER WITH ESMTS IN - OR 233-683 & 665-880 & 665-897 - OR 775-63 OR 778-155
(Note: Not to be used on legal documents)

Date created: 1/22/2019
Last Data Uploaded: 1/21/2019 9:28:45 PM

Developed by **Schneider**
GEOSPATIAL

SPECIAL EVENT WAIVER

DATE: 3/6/19

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

DIANNA HATHCOCK
Print Name

Danna Hathcock
Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Print Name

Signature

ATTENTION GARY WELLS

SPECIAL EVENT WAIVER
DATE: 3/9/2011
Event must be a mini of 450 feet. (Four hundred fifty feet) away from my property.

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.
Andrew KOTSAFIS
Print Name
Andy Landy, Jr.
Signature

SPECIAL EVENT WAIVER
DATE: _____
I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER
DATE: _____
I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER
DATE: _____
I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

606 9280093³

SPECIAL EVENT WAIVER

DATE: October 3, 2018

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

The Jacinto J. Fernandez Grandchildren's
Irrevocable Trust

By: Vincent Fernandez, Trustee
Print Name

[Signature]
Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Alfred Proberts
Print Name

[Signature]
Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Sandra Lauder
Print Name

[Signature]
Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

NOTICE OF PUBLIC HEARING

PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES

(ORDINANCE NO. 2001-12)

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Tuesday, August 20, 2019 at 9:10 a.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on September 12th - September 15th, and October 17th - October 20th, 2019 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

The application is available to the public and may be inspected at the

(Continued from page 10)

Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing 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.

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

8/7

6

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to continue a public hearing to consider adoption of a resolution to abandon portions of 1st Ave NW, 2nd Ave NW, 3rd Ave NW and 4th St NW, located in Steinhatchee.

MEETING DATE REQUESTED:

August 20, 2019

Statement of Issue: Public hearing for right-of-way abandonment

Fiscal Impact: Property added to tax roll

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Joe H. Anderson III

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Planning Department received a right of way abandonment application from Joe H. Anderson III, to abandon portions of 1st Ave NW, 2nd Ave NW, 3rd Ave NW and 4th St NW, West of the Gulf Breeze Condominiums in Steinhatchee. A notice for the required public hearing was ran in the newspaper on July 3rd and notice was sent to all property owners within 500 feet from the subject areas as required by the Land Development Code. A second newspaper notice was run on August 2nd for the continued hearing.

At the time the agenda packet was prepared, the application did not contain signatures from adjacent property owners that would be impacted by the closing. Staff received an email from one property owner at the end of 1st Ave NW that opposes the abandonment (see attached) and a second letter from Mrs. Ethel Chastain who has reservations about the abandonment.

A public hearing was scheduled for July 23rd and the County Commission continued the hearing until August 20th at the request of the attorney representing the applicant.

Staff respectfully requests that the board hold the public hearing and consider adoption of the resolution to close portions of the right-of-ways.

RESOLUTION

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA:

1. That, pursuant to the Notice of Proceedings for Closing of Streets duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 9:05 o'clock a.m. on the 20th day of August, A.D. 2019, to consider and determine whether or not the County would vacate, abandon, discontinue, and close certain roads in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing certain roads herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain roads herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in the certain roads in Taylor County, Florida, more particularly described as:

DESCRIPTION: Parcel 1 (Third Avenue North)

That part of Third Avenue North that lies between Block 140 and 139 of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27, being more particularly described as follows:

Begin at the Northeast corner of Lot 8, Block 139, of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27 and run West along the south right of way line of Third Avenue North, a distance of 498 feet to the west boundary Section 22, Township 9 South, Range 9 East; thence run North along the west boundary of said Steinhatchee Subdivision, a distance of 70 feet to the north right of way

line of Third Avenue North; thence run East along said right of way line, a distance of 498 feet to the Southeast corner of Lot 9, Block 140; thence run South along the west right of way line of Fourth Street West , a distance of 70 feet to the Point of Beginning.

DESCRIPTION: Parcel 2 (Second Avenue North)

That part of Second Avenue North that lies between Block 139 and 138 of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27, being more particularly described as follows:

Begin at the Northeast corner of Lot 8, Block 138, of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27 and run West along the south right of way line of Second Avenue North, a distance of 500 feet to the west boundary Section 22, Township 9 South, Range 9 East; thence run North along the west boundary of said Steinhatchee Subdivision, a distance of 100 feet to the north right of way line of Second Avenue North; thence run East along said right of way line, a distance of 500 feet to the Southeast corner of Lot 9, Block 139; thence run South along the west right of way line of Fourth Street West , a distance of 100 feet to the Point of Beginning.

DESCRIPTION: Parcel 3 (First Avenue North)

That part of First Avenue North that lies between Block 138 and 137 of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27, being more particularly described as follows:

BEGIN at the Northeast corner of Lot 8, Block 137, of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27 and run West along the south right of way line of First Avenue North, a distance of 495 feet to the west boundary Section 22, Township 9 South, Range 9 East; thence run North along the west boundary of said Steinhatchee Subdivision, a distance of 70 feet to the north right of way line of First Avenue North; thence run East along said right of way line, a distance of 495 feet to the Southeast corner of Lot 9, Block 138; thence run South along the west right of way line of Fourth Street West, a distance of 70 feet to the Point of Beginning.

DESCRIPTION: Parcel 4 (Fourth Street West)

That part of Fourth Street West that lies between Blocks 138 and Block 137 and Block 136 of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27, being more particularly described as follows:

Begin at the Northeast corner of Lot 8, Block 138, of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27 and thence run East, a distance of 70 feet to the Northwest corner of Lot 1, Block 136; thence run South along the east right of way line of Fourth Street West, a distance of 655 feet more or less to the bank of the Steinhatchee River; thence run Southwesterly direction along the bank of said river, a distance of 72 feet, more or less to the west right of way line of Fourth Street West; thence run North along said right of way line, a distance of 670 feet, more or less to the Point of Beginning.

DULY ADOPTED in regular session, this 20th day of August, A.D., 2019.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

(Seal)

By: _____
Pam Feagle, Chairperson

ATTEST:

Annie Mae Murphy, Clerk

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

RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00

DATE: 6.25.19

RECEIPT #: 1895

ROAD NAME: 1st AVE NW, 2nd AVE NW & 3rd Ave NW & 4th Street NW

PHYSICAL LOCATION: Steinhatchee Subdivision

APPLICANT: Joe H. Anderson III

ADDRESS: P. O. Box 346; Old Town Florida 32680

PHONE #: 1-386-397-3757 (agent)

ADJOINING PROPERTY OWNER(S)

NAME: Wood Marina, LLC

SIGNATURE: _____

ADDRESS: P. O. Box 213; Steinhatchee, FL 32359

PHONE: _____

NAME: ELIZABETH O. SLATER

SIGNATURE: _____

ADDRESS: 2406 CREST ST. ALEXANDERIA VA 22302

PHONE: _____

NAME: Gulf Breeze Condo.

SIGNATURE: _____

ADDRESS: 324/326 2nd Ave N. Steinhatchee, FL 32359

PHONE: _____

NAME: _____

SIGNATURE: _____

ADDRESS: _____

PHONE: _____

PETITION TYPE

Plat: _____ Portion of plat: _____ Right-of-way: X Public easement: _____

Public interest in private right-of-way: _____

ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED.

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER.

ATTACH MINIMUM 8" X 11" OR 11" X 17" DRAWING CLEARLY SHOWING THE LOCATION OF THE PETITION SITE IN RELATION TO THE NEAREST PUBLIC RIGHT-OF-WAY AND AFFECTED PROPERTIES.

ATTACH A STATEMENT DETAILING THE RELEVANT REASONS IN SUPPORT OF THE REQUEST AND GRANTING OF THE PETITION.

STATEMENT

To the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other property in the area or subdivision:

SIGNATURE: _____

NOTE

ACCESS TO WATER: no right-of-way, road, street or public accessway giving access to any publicly accessible waters in the County shall be closed, vacated or abandoned, except in those instances wherein the:

1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
2. Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the direction of the Board of County Commissioners.

SUBMITTED BY: Charles Farmer, owner's agent
Print Name

SIGNATURE: _____

DEED INFORMATION

Please provide the name(s) and relationship (husband, wife, etc.) of the applicant and adjoining property owners as they should appear on the deeds transferring ownership from the County. The County shall not be responsible for verifying the information provided through title search or other means.

APPLICANT:	<u>Joe Hill Anderson III</u>	Relationship
	<u>P. O. Box 346</u>	<u>Owner</u>
	<u>Old Town, FL 32680</u>	<u></u>
	<u></u>	<u></u>
ADJOINING PROPERTY OWNER:	<u>Wood's Marina LLC</u>	Relationship
	<u>P. O. Box 213</u>	<u>Owner</u>
	<u>Steinhatchee, FL 32359</u>	<u></u>
	<u></u>	<u></u>
ADJOINING PROPERTY OWNER:	<u>ELIABETH O. SLATER</u>	Relationship
	<u>2406 CREST ST</u>	<u>OWNER</u>
	<u>ALEXANDRIA VA. 22302</u>	<u></u>
	<u></u>	<u></u>
ADJOINING PROPERTY OWNER:	<u>Gulf Breeze Condominium Assoc.</u>	Relationship
	<u>324/326 2nd Avenue North</u>	<u>Owner</u>
	<u>Steinhatchee, FL 32359</u>	<u></u>
	<u></u>	<u></u>

Steinhatchee

Gulf Breeze Condo's

5TH ST NW

4TH ST W

STEPHENS ST

3RD ST NW

3RD AVEN

2ND AVE NW

SECOND AVE N

361

1ST AVE NW

BEACH ROAD

4TH AVEN

4TH AVEN

1ST ST W

1ST ST W

1ST ST W

1ST ST W

Sketch of Description Lying in Sections 23 & 26, Township 09 South, Range 09 East, Taylor County, Florida



LEGEND:

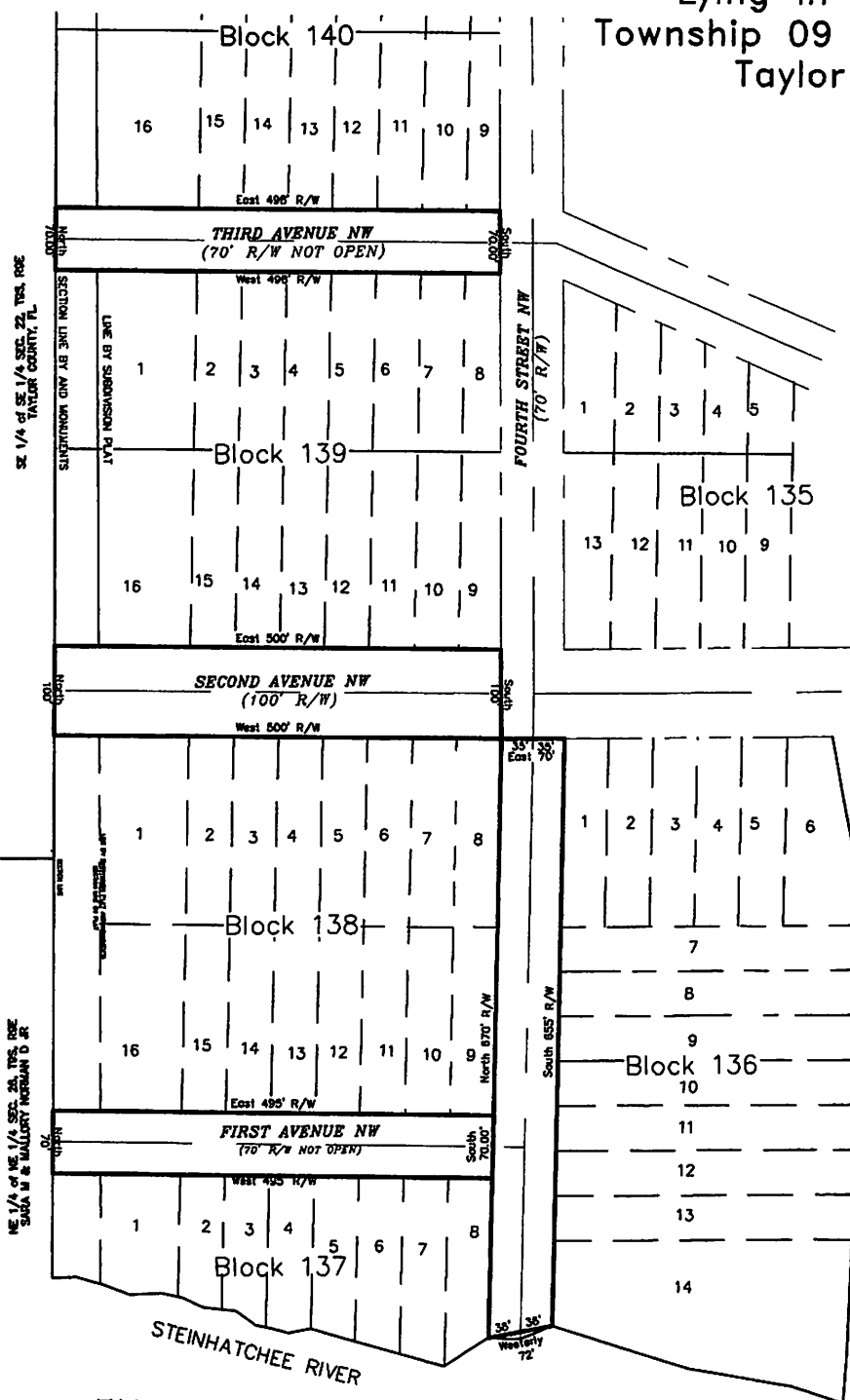
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.U.E. = PUBLIC UTILITIES EASEMENT
LB = LICENSED BUSINESS
PSM = PROFESSIONAL SURVEYOR
& MAPPER

CERTIFICATION:

I hereby certify that in my opinion this is a true representation of the property shown hereon. I further certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.

Lawrence D. Rowell P.S.M.
Professional Surveyor and Mapper
F.R.C. #3223 - L.B. #7739

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper



This is page 1 of 7
None is to be considered complete
without all of the others.

Scale: 1" = 200'

Job No: 19-153-41

Dwg. No: 06052019

Survey date: N/A

FB No: N/A

Pages: N/A



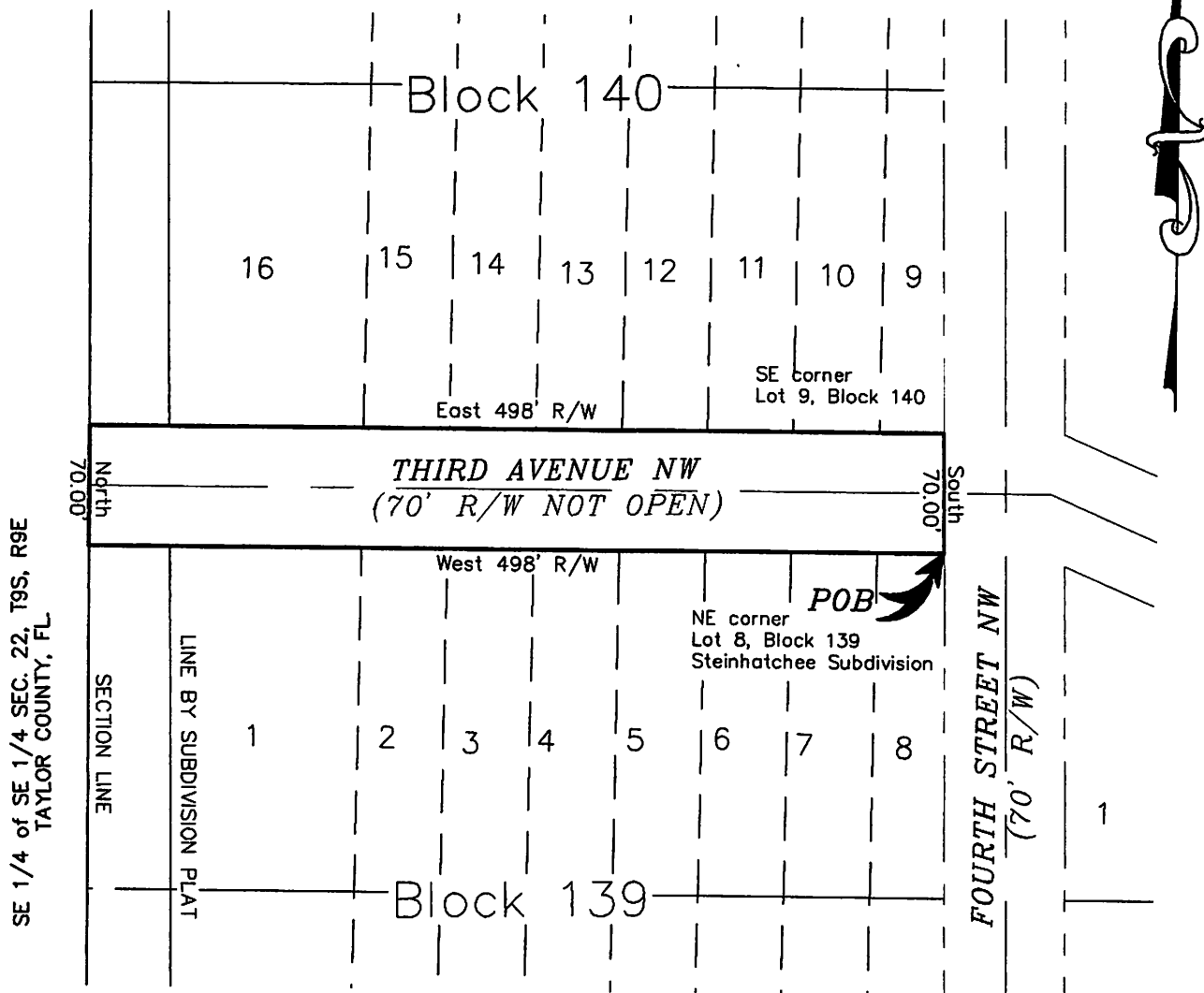
DELTA PROFESSIONAL LAND SERVICES, LLC.

4510 MAY POP ROAD GREENVILLE, FL 32331
NORTH FLORIDA SOUTH GEORGIA
PHONE (850)584-2849 ldrdelta@fairpoint.net

CERTIFICATE OF AUTHORIZATION NUMBER LB 7739

Sketch of Description

Lying in Sections 23 & 26,
Township 09 South, Range 09 East,
Taylor County, Florida



DESCRIPTION: Parcel 1 (Third Avenue NW)
That part of Third Avenue NW that lies between Block 140 and 139 of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27, being more particularly described as follows:

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This is page 2 of 7
None is to be considered complete
without all of the others.

Scale: 1" = 100'

Job No: 19-153-41

Dwg. No: 06062019

Survey date: N/A

FB No: FILE

Pages: FILE

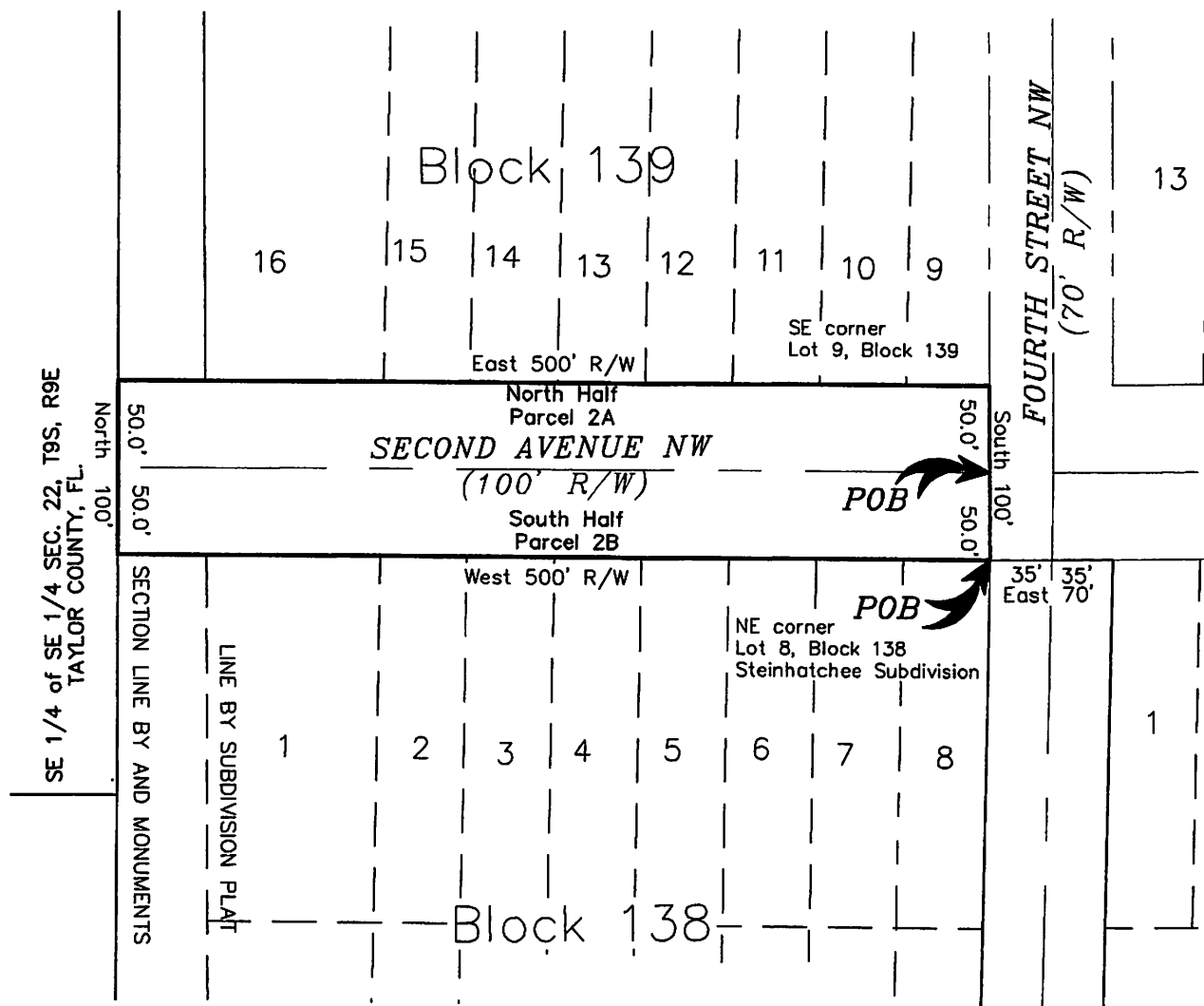
CERTIFICATE OF AUTHORIZATION NUMBER LB 7739



DELTA PROFESSIONAL LAND
SERVICES, LLC.

4510 MAY POP ROAD GREENVILLE, FL 32331
NORTH FLORIDA SOUTH GEORGIA
PHONE (850)584-2849 ldrdelta@fairpoint.net

Sketch of Description
Lying in Sections 23 & 26,
Township 09 South, Range 09 East,
Taylor County, Florida



DESCRIPTION: Parcel 2 (Second Avenue NW)
That part of Second Avenue NW that lies between Block 139 and 138 of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27, being more particularly described as follows:

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This is page 3 of 7
None is to be considered complete
without all of the others.

Scale: 1" = 100'

Job No: 19-153-41

Dwg. No: 06062019

Survey date: N/A

FB No: FILE

Pages: FILE

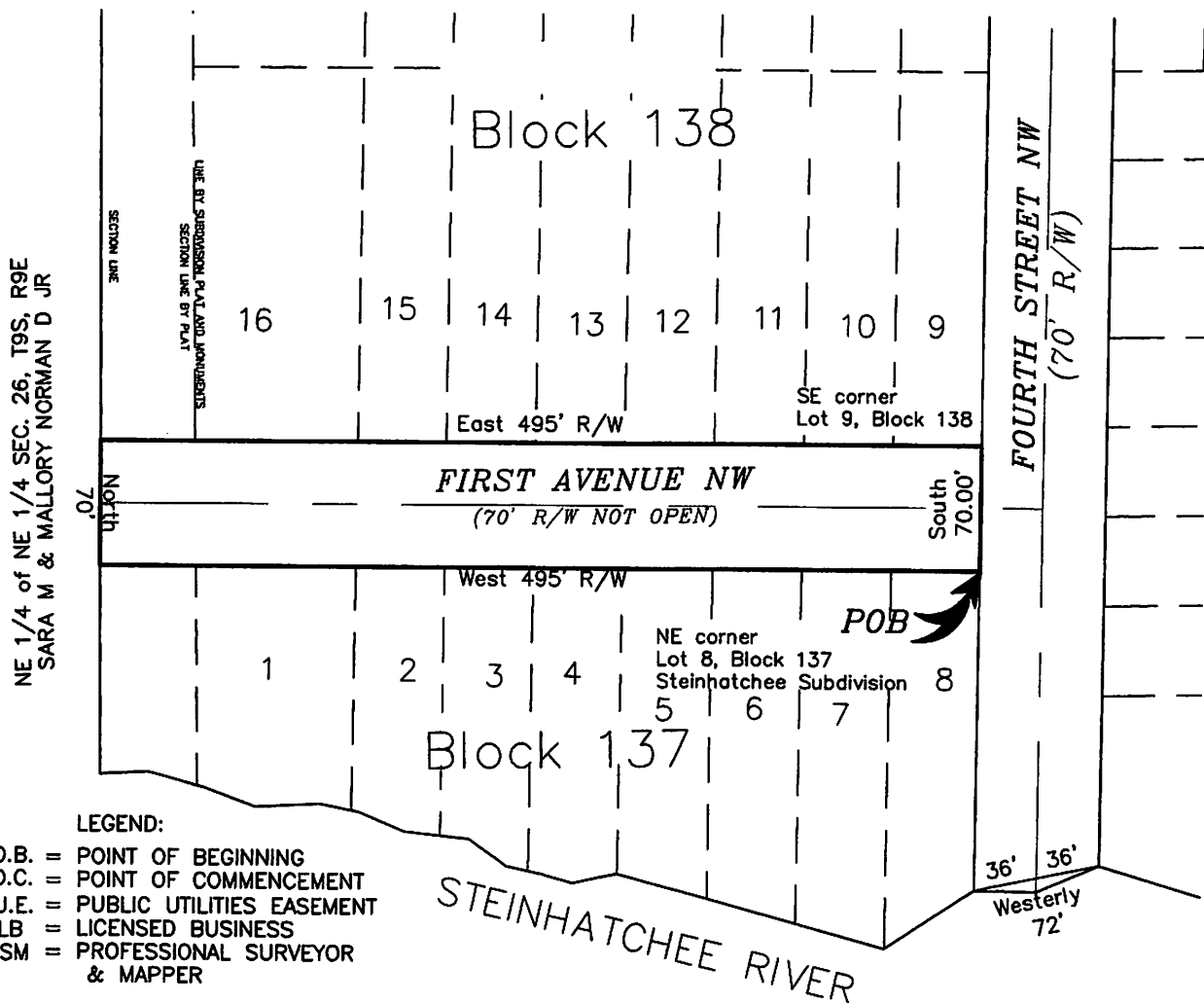
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NORTH FLORIDA SOUTH GEORGIA
PHONE (850)584-2849 lddelta@fairpoint.net

Sketch of Description
Lying in Sections 23 & 26,
Township 09 South, Range 09 East,
Taylor County, Florida



DESCRIPTION: Parcel 3 (First Avenue NW)

That part of First Avenue NW that lies between Block 138 and 137 of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27, being more particularly described as follows:

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This is page 4 of 7
None is to be considered complete
without all of the others.

Scale: 1" = 100'

Job No: 19-153-41

Dwg. No: 06062019

Survey date: N/A

FB No: FILE

Pages: FILE

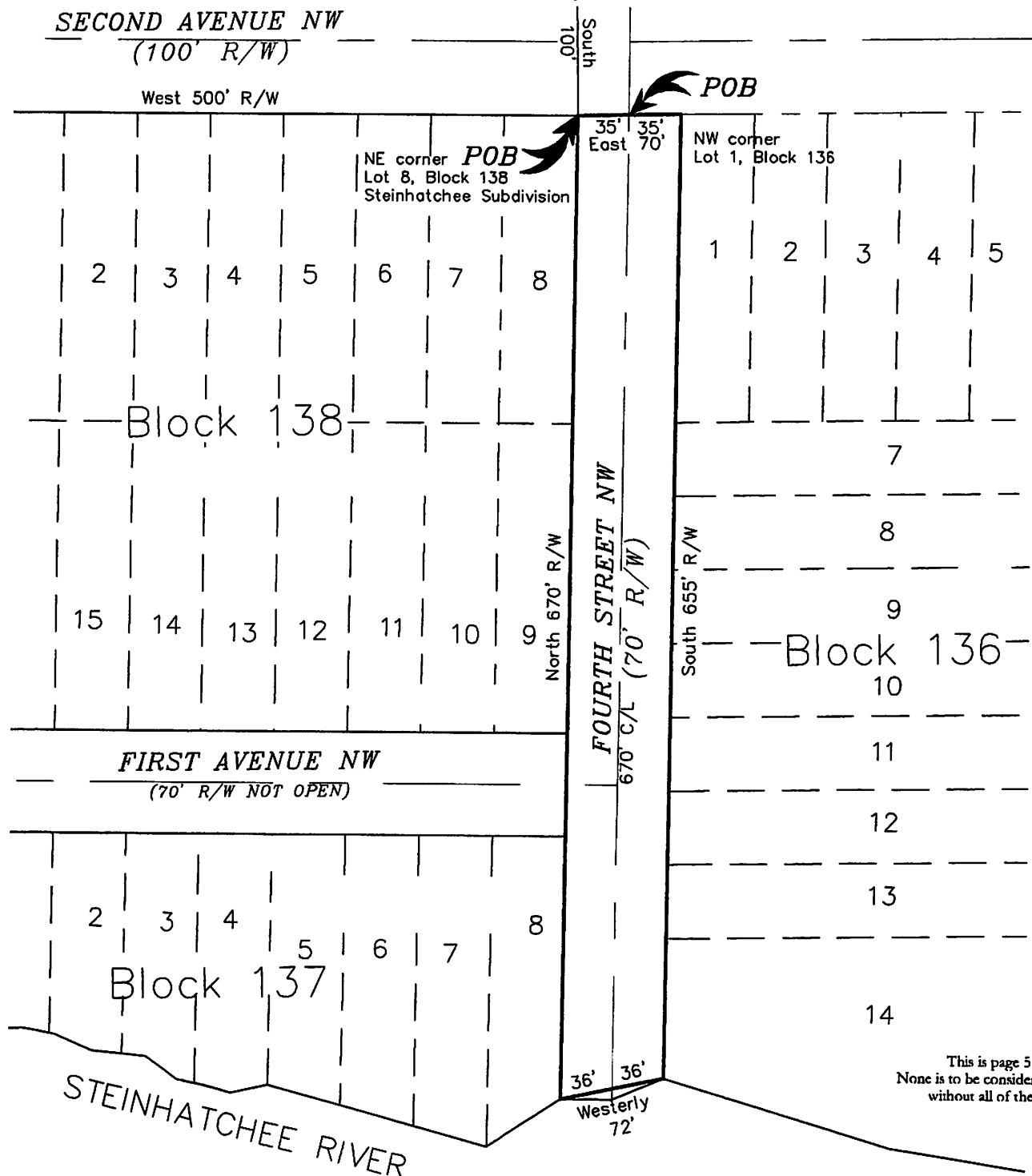
CERTIFICATE OF AUTHORIZATION NUMBER LB 7739



DELTA PROFESSIONAL LAND
SERVICES, LLC.

4510 MAY POP ROAD GREENVILLE, FL 32331
NORTH FLORIDA SOUTH GEORGIA
PHONE (850)584-2849 ldrdelta@fairpoint.net

Sketch of Description
 Lying in Sections 23 & 26,
 Township 09 South, Range 09 East,
 Taylor County, Florida



This is page 5 of 7
 None is to be considered complete
 without all of the others.

Scale: 1" = 100'

Job No: 19-153-41

Dwg. No: 06062019

Survey date: N/A

FB No: FILE

Pages: FILE

CERTIFICATE OF AUTHORIZATION NUMBER LB 7739



DELTA PROFESSIONAL LAND
 SERVICES, LLC.

4510 MAY POP ROAD GREENVILLE, FL 32331
 NORTH FLORIDA SOUTH GEORGIA
 PHONE (850)584-2849 ldrdelta@fairpoint.net

Danny Griner

From: Norman Mallory <ndmjr@usa.net>
Sent: Monday, July 15, 2019 9:28 PM
To: Danny Griner; Main Identity
Subject: Re: Proposed road closure
Attachments: Steinhatchee property 7-15-19.pdf

Dear William Griner;

I received the attached letter and map dated on July 8 on July 11 proposing the closure and abandon of portions of 4th St NW, 1st Ave NW, 2nd Ave NW and 3rd Ave NW. We spoke by phone on 7-15-19 concerning this issue. My sister Sara M. Foreman & myself Norman D. Mallory Jr. own Parcel ID: 10071-000 directly to the west of Fourth Street W and First Avenue. This parcel has been in my family for over 100 years. Closing those streets would remove the eastern access to our property. I object in the strongest possible manner to closing the streets and in denying us ready access. I am not familiar with the abandonment process. Please advise me if I need to engage counsel.

Thank you for your consideration in this matter.

Norman D. Mallory Jr.

813-988-4985

12602 N. 51st St

Temple Terrace, FL 33617

Dear Commissioner

Am 86+ years old - cannot
drive to attend. Do NOT agree -
Do NOT close STREET - 'Vs' old
folks like to walk around Block
won't be able to if you close
it If you want close from
2nd Ave NW / r corner of 4th Street
going south - go for it

NOT from 4th Avenue to
2nd Avenue - 4th Street W should
STAY OPEN to square Block back
to my home - All neighbors
White / Sother - agree Thank you
Ethel Choate

LEGALS

NOTICE OF PROCEDURES FOR THE CLOSING OF STREETS, THOROUGHFARES AND ALLEYS

TO WHOM IT MAY CONCERN:

You will take notice that the Board of County Commissioners of Taylor County, Florida, upon the petition of certain of the adjacent landowners to hereinafter described property, will at 9:05 a.m. on the 20th day of August, 2019, at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida, 32347, continue a public hearing to consider and determine whether the County will vacate, abandon, close and will renounce and disclaim any and all right of the County and public in and to all street, thoroughfares and alleys which run over, upon or through the following described lots, blocks, pieces or parcels of land, lying and being in Taylor County, Florida, and described as follows:

DESCRIPTION: Parcel 1 (Third Avenue North)

That part of Third Avenue North that

lies between Block 140 and 139 of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27, being more particularly described as follows:

Begin at the Northeast corner of Lot 8, Block 139, of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27 and run West along the south right of way line of Third Avenue North, a distance of 498 feet to the west boundary Section 22, Township 9 South, Range 9 East; thence run North along the west boundary of said Steinhatchee Subdivision, a distance of 70 feet to the north right of way line of Third Avenue North; thence run East along said right of way line, a distance of 498 feet to the Southeast corner of Lot 9, Block 140; thence run South along the west right of way line of Fourth Street West, a distance of 70 feet to the Point of Beginning.

DESCRIPTION: Parcel 2 (Second Avenue North)

That part of Second Avenue North that lies between Block 139 and 138 of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27, being more particularly described as follows:

Begin at the Northeast corner of Lot 8, Block 138, of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27 and run West along the south right of way line of Second Avenue North, a distance of 500 feet to the west boundary Section 22, Township 9 South, Range 9 East; thence run North along the west boundary of said Steinhatchee Subdivision, a distance of 100 feet to the north right of way line of Second Avenue

North; thence run East along said right of way line, a distance of 500 feet to the Southeast corner of Lot 9, Block 139; thence run South along the west right of way line of Fourth Street West, a distance of 100 feet to the Point of Beginning.

DESCRIPTION: Parcel 3 (First Avenue North)

That part of First Avenue North that lies between Block 138 and 137 of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27, being more particularly described as follows:

BEGIN at the Northeast corner of Lot 8, Block 137, of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27 and run West along the south right of way line of First Avenue North, a distance of 495 feet to the west boundary Section 22, Township 9 South, Range 9 East; thence run North along the west boundary of said Steinhatchee Subdivision, a distance of 70 feet to the north right of way line of First Avenue North; thence run East along said right of way line, a distance of 495 feet to the Southeast corner of Lot 9, Block 138; thence run South along the west right of way line of Fourth Street West, a distance of 70 feet to the Point of Beginning.

DESCRIPTION: Parcel 4 (Fourth Street West)

That part of Fourth Street West that lies between Blocks 138 and 137 and Block 136 of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County Florida in Plat Book 1, Pages 26 and 27, being more particularly described as follows:

Begin at the Northeast corner of Lot 8, Block 138, of the STEINHATCHEE SUBDIVISION, as per the Plat of Subdivision recorded in the Office of The Circuit Court of Taylor County

Florida in Plat Book 1, Pages 26 and 27 and thence run East, a distance of 70 feet to the Northwest corner of Lot 1, Block 136; thence run South along the east right of way line of Fourth Street West, a distance of 655 feet more or less to the bank of the Steinhatchee River; thence run Southwesterly direction along the bank of said river, a distance of 72 feet, more or less to the west right of way line of Fourth Street West; thence run North along said right of way line, a distance of 670 feet, more or less to the Point of Beginning.

A copy of the petition is available to the public at the Planning Department of Taylor County during regular business hours.

Notice is also given pursuant to Florida Statute 286.105, that any persons deciding to appeal any matter considered at this public hearing 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.

This hearing may be continued from time to time as may be necessary.

This Notice shall be mailed to property owners within 500 feet of the property directly affected and whose address is known by reference to the latest approved ad valorem tax roll.

Dated this 31st day of July, 2019.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: Monthly Medicaid Reimbursement



MEETING DATE REQUESTED: 08/20/2019

Statement of Issue: 2018/2019 FY
The Board to consider approval of a budget transfer for \$9,549 from the General Fund "Reserve for Contingency" to cover the increase in Medicaid Reimbursement for the month of September 2019.

Recommended Action: Approval of a Budget Transfer from Contingency for \$9,549

Fiscal Impact: \$9,549 – there was an increase in Medicaid that began July 2019; this increase amount was unknown when the budget was prepared, therefore it was not budgeted; contingency funds will be reduced by \$9,549 to cover the difference in the September Medicaid Reimbursement payment and the budget.

Budgeted Expense: No

Submitted By: Dannielle Welch, County Finance Director

Contact: 838-3506, ext. 122
dwelch@taylorclerk.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: n/a

Options: Approve Budget Transfer

Attachments: Expenditure Audit Trail; Emailed Notice of Payment Increase

SUNGARD PENTAMATION, INC.
DATE: 08/12/2019
TIME: 11:01:13

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT21

SELECTION CRITERIA: expledgr.key_orgn='0420' and expledgr.account='53003'
ACCOUNTING PERIODS: 1/19 THRU 11/19

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0420 - SOCIAL SERVICES

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	CUMULATIVE BALANCE
001-560-564-0420-0420 - SOCIAL SERVICES								
53003	COUNTY-SHARE	MEDICAID			.00	.00	.00 BEGINNING BALANCE	
10/01/18	11-1				376,794.00		POSTED FROM BUDGET SYSTEM	
10/05/18	19-1		20190036			31,399.43	10/18 MEDICAID PYMT	
11/05/18	19-2		20190083			31,399.43	MEDICAID PYMT 11/18	
12/05/18	19-3		20190163			31,399.43	MEDICAID PAYMENT 12/18	
01/04/19	19-4		20190215			31,399.43	MEDICAID PYMT 01/19	
02/05/19	19-5		20190216			31,399.43	MEDICAID PYMT 02/19	
03/05/19	19-6		20190298			31,399.43	03/19 MEDICAID PAYMENT	
04/04/19	19-7		20190358			31,399.43	MEDICAID PAYMENT	
05/06/19	19-8		20190412			31,399.43	MEDICAID PAYMENT	
06/05/19	19-9		20190495			31,399.43	MEDICAID PYMT 06/19	
07/05/19	19-10		20190520			34,582.66	MEDICAID PYMT 07/19	
08/02/19	19-11		20190572			34,582.66	MEDICAID PYMT 08/19	
TOTAL	COUNTY-SHARE	MEDICAID			376,794.00	351,760.19	.00	25,033.81
TOTAL TOTL/DEPT - SOCIAL SERVICES					376,794.00	351,760.19	.00	25,033.81
TOTAL FUND - GENERAL FUND					376,794.00	351,760.19	.00	25,033.81
TOTAL REPORT					376,794.00	351,760.19	.00	25,033.81

Amount increased July, 1, 2019
to \$414,991.92 / annually
\$34,582.66 / monthly

34,582.66
25,033.81
000
9,548.85 *

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

need \$9,549 for
September Pymt Dweebh

Dannielle Welch

From: Marsha Revell <Marsha.Revell@floridarevenue.com>
Sent: Friday, May 17, 2019 7:37 AM
To: ttaylor@taylorclerk.com
Subject: FY19-20 Medicaid Remittance of County Share of Matching Funds - Effective July 1, 2019

Medicaid Program
Remittance of County Share of Matching Funds
Effective July 1, 2019

Per Section 409.915, Florida Statutes, the Department of Revenue is responsible for collecting the county share of costs for Medicaid recipients. Although the State is responsible for the full portion of the state share of the matching funds required for the Medicaid program, the state is required to charge the counties an annual contribution in order to acquire a certain portion of these funds.

For the 2019/20 state fiscal year, the total amount of the counties annual contribution is \$302,100,000. Taylor County's annual contribution is \$414,991.92, with a monthly allocation of \$34,582.66, which is due to the Department of Revenue by the 5th day of each month. Please use the new monthly amount beginning July 2019. If the county fails to remit the payment, the Department will reduce the monthly distribution to the county pursuant to Section 218.61, Florida Statutes, (Half-Cent); and if necessary, the distribution to the county pursuant to Section 218.26, Florida Statutes, (Revenue Sharing).

Payments should be submitted on or before 5:00 p.m., ET, on the business day prior to the 5th of each month. A calendar of remittance dates containing deadlines will be provided as soon as it is available. Please immediately report any problems with the remittance system to Marsha Revell at Marsha.Revell@FloridaRevenue.com or (850) 717-7254.

If you have any questions or need assistance, please do not hesitate to contact us.




Marsha Revell
Tax Law Specialist
Revenue Accounting
Florida Department of Revenue
(850) 717-7254
Marsha.Revell@floridarevenue.com

*Increase to
\$3,183.23
Beginning July 1st
TDW*

NOTIFICATION TO RECIPIENTS: The subject line of this email may indicate that this email has been sent unsecure. This is a default setting which in no way indicates that this communication is unsafe, but rather that the email has been sent unencrypted in clear text form. Revenue does provide secure email exchange. Please

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: 	BOARD TO CONSIDER APPROVAL TO ADVERTISE PROPOSED REQUEST FOR PROPOSALS FOR THE TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES.
MEETING DATE REQUESTED:	August 20, 2019

Statement of Issue:

As part of its long-term care requirements for the Taylor County Closed Landfill, the Board of County Commissioners periodically enters into a contract for mowing and fertilizing the maintained areas of the landfill site. This maintenance activity ensures that a healthy vegetative protective cover will be continue to be available throughout the life of the facility.

Recommended Action: The Board should approve advertisement of the proposed Request for Proposals for the Taylor County Closed Landfill Mowing and Fertilizing Services.

Fiscal Impact: FISCAL YR 2019/20 - \$8,600

Budgeted Expense: YES

Submitted By: ENGINEERING DEPARTMENT **Contact:** COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The FDEP issued Permit Number 0013295-003-SF that required continuous monitoring and maintenance of the Taylor County Closed Landfill for a twenty (20)-year long-term care period that began on April 11, 1996. Although long-term monitoring ended April 2016, Taylor County continues to maintain the vegetative cover to ensure the longevity of the site. As part of that maintenance, Taylor County contracts mowing and fertilizing the collection and monitoring areas of the landfill property. The current contract expires September 2019. This Agenda item addresses replacement of that contract.

Staff has prepared the attached request for proposals (RFP) to solicit up to a three-year proposal to mow and fertilize the maintained areas of the landfill property. The term of the proposed contract is a two-year original term with a single year renewal provision. Under the terms of the contract, the Landfill will be mowed on May 1, July 1, August 15 and September 15 of a given year. Fertilizing will occur during May and September mowing cycles.

Staff recommends that the Board approve the proposed Request for Proposals for the Taylor County Closed Landfill Mowing and Fertilizing Services.

Options:

- 1) Approve the proposed scope of work for advertisement to solicit RFPs.
- 2) Revise the proposed scope of work prior to advertising for RFPs.
- 3) Reject the proposed scope of work, state reasons for denial and discontinue the project.

Attachments:

Proposed Request for Proposal package

BID DOCUMENTS

Taylor County Landfill Mowing and Fertilizing

**Taylor County, Florida
2019-011-ENG**

August 2019

Prepared for:

**Taylor County Board of County Commissioners
108 N. Jefferson St.
Perry, Florida 32347**

Prepared by:

**Taylor County Engineering
201 East Green St.
Perry, Florida 32347
850.838.3500**

MALCOLM PAGE
District 1JIM MOODY
District 2SEAN MURPHY
District 3PAM FEAGLE
District 4THOMAS 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

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for **Taylor County Closed Landfill Mowing and Fertilizing** services.

Qualified firms or individuals desiring to provide the required products or services must submit **five (5)** packages in a sealed envelope or similar package marked "**Sealed Proposal for Taylor County Closed Landfill Mowing and Fertilizing**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida, to arrive no later than **4:00 P.M.**, local time, on **September 13, 2019**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at **9:xx A.M.**, local time, or as soon thereafter as practical, on **September 17, 2019**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information may be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506 or downloaded on-line at http://www.taylorcountygov.com/government/county_bids/index.php.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal 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 an amount of five (5) percent of the proposal price pursuant to Taylor County Ordinance No. 2003-12. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Taylor County Engineering
201 East Green Street
Perry, FL 32347
(850) 838-3500

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

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this project will be the *Taylor County Clerk of Courts located at 1st Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL*. Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St, Perry, FL*.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Notice of Award, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business/Contractor Licensing/Registration Information]

[B. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information]

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.02 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

E. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held for this project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising during the advertisement period. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

6.01 If the Bid Form or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

6.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement.

6.03 The Successful Bidder shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

6.04 The Successful Bidder shall not award work to Subcontractor(s) in excess of the limits stated.

6.05 Any proposed Subcontractors shall provide proof of current licensure in the related trade category for the work they will be performing. Further, all proposed Subcontractors shall be required to meet the same insurance requirements as that required for the Bidder either through an employee relationship or separate coverage. Failure to provide proof of current licensure and/or insurance will be considered a violation of contract terms and conditions and result in termination of award.

ARTICLE 7 - PREPARATION OF BID

7.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or the Issuing Office.

7.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

7.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

7.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

7.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

7.06 A Bid by an individual shall show the Bidder's name and official address.

7.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

7.08 All names shall be typed or printed in ink below the signatures.

7.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

7.10 The address and telephone number for communications regarding the Bid shall be shown.

7.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 8 - BASIS OF BID; COMPARISON OF BIDS

8.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 9 - SUBMITTAL OF BID

9.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following data:

- [A. Certificates of Liability Insurance or Agency Statement]

- [B. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]
- [D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]
- [E. Non-Collusion Affidavit]
- [F. Valid Business/Contractor Licensing/Registration Information]
- [G. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information]
- [H. List of Proposed Subcontractors and portion of work provided (Include: Contact Info, Scope of proposed work, Value of work, % of total)]
- [I. List of Proposed Suppliers (Include: Contact Info, List of proposed supplies, Value of supplies, % of total)]
- [J. List of Project References (Include: Project Cost, Description, Owner Contact information, etc.)]

9.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "*Taylor County Closed Landfill Mowing And Fertilizing.*" Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

9.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

9.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

9.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

ARTICLE 10 - MODIFICATION AND WITHDRAWAL OF BID

10.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

10.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

ARTICLE 11 - OPENING OF BIDS AND ACCEPTANCE

11.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

11.02 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 12 – EVALUATION OF BIDS AND AWARD OF CONTRACT

12.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

12.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

12.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

12.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

12.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

12.06 Owner may conduct such investigations as Owner deems necessary to establish the capability, responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

12.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 13 - INSURANCE

13.01 All Proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing the coverage(s) required, listing Taylor County as an additional insured, or a 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 lowest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.

1. *Workers' Compensation, and related coverages:*
 - a. *State* *Statutory*
 - b. *Applicable Federal (e.g., Longshoreman's)* *Statutory*
 - c. *Employer's Liability* *\$100,000*

2. *General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:*
 - a. *General Aggregate* *\$1,000,000*
 - b. *Products – Completed Operations Aggregate* *\$1,000,000*
 - c. *Personal and Advertising Injury* *\$1,000,000*
 - d. *Each Occurrence (Bodily Injury and Property Damage)* *\$1,000,000*
 - e. *Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.*
 - f. *Excess or Umbrella Liability*
 - 1) *General Aggregate* *\$1,000,000*
 - 2) *Each Occurrence* *\$1,000,000*

3. *Automobile Liability:*
 - a. *Bodily Injury:*
 - 1) *Each person* *\$1,000,000*
 - 2) *Each Accident* *\$1,000,000*
 - b. *Property Damage:*
 - 1) *Each Accident* *\$ 500,000*
 - c. *Combined Single Limit of* *\$1,000,000*

4. *The Contractual Liability coverage shall provide coverage for not less than the following amounts:*
 - a. *Bodily Injury:*
 - 1) *Each Accident* *\$1,000,000*
 - 2) *Annual Aggregate* *\$1,000,000*
 - b. *Property Damage:*
 - 1) *Each Accident* *\$1,000,000*
 - 2) *Annual Aggregate* *\$1,000,000*

ARTICLE 14 - SIGNING OF AGREEMENT

14.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 15 - CONTRACTS TO BE ASSIGNED

15.01 Owner as "buyer" will execute a contract with the successful Bidder as "seller" for the procurement of goods and/or special services for Taylor County Closed Landfill Mowing And Fertilizing. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in

the Agreement. Contractor will accept the assignment and assume responsibility for the “seller”, who will become a Subcontractor to Contractor.

15.02 Bidders may examine the contract documents for the procurement of goods and special services for Project at the Issuing Office.

TECHNICAL SPECIFICATIONS

I. SUMMARY

The work shall consist of furnishing all labor and equipment required to cut and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos), and water retention areas. Additionally, the access road ditch lines, shoulders, and black slopes, and water retention basins shall also be mowed and fertilized to the limits indicated.

II. GENERAL CONDITIONS

1. The Bidder must make a personal inspection of the entire site prior to the submittal of his/her bid to verify dimensions and conditions. The Taylor County Engineering Department will be available to visit the site with any, and all, bidders upon request. Please call (850) 838-3500, Ext. 104 to arrange an appointment for a site visit. Failure to inspect site will not serve as just cause for changes due to unknown conditions.
2. The Bidder's proposal shall include the total cost of all necessary labor, materials and equipment required to accomplish this project, within the time specified and at the price stated in the bid proposal. Omission of any excluded cost will not serve as justification for a future change order request.
3. All requests for payment shall be reviewed for approval upon receipt of an original invoice on company letterhead. Faxed invoices will not be accepted. All work must be inspected for satisfactory completion prior to processing requests for payment. Any work or portion of the work found to be unsatisfactory and not meeting the terms of the agreement will be noted for correction within 10 days of the date the work was due to be completed. Work found to be unsatisfactory more than once per cycle may serve as grounds for termination of the agreement.
4. The Taylor County Finance Department will only process invoices two (2) times per month. Invoices must be submitted to Finance on or before the Monday of the week prior to the upcoming Board of County Commissioners meetings.
5. An Application for Payment with Engineer's recommendations will be presented to the County for consideration at one of the bi-monthly meetings. If the County finds the Application for Payment acceptable, the recommended amount less any reduction determined necessary by the Board will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.
6. The Bidder's proposal shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.
7. The County will provide Project Representative Services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays.
8. The authorized representative shall be given no less than 48 hours prior notice of the actual starting time and date of each mowing/trimming operation and fertilizing.
9. The following individuals, in the listed order, will be the responsible agent(s) for the County:

Kenneth Dudley, County Engineer
Gary Wambolt, Environmental Services
Hank Evans, Public Works Director
LaWanda Pemberton, County Administrator

10. The Contract awarded as a result of this solicitation shall run from October 1, 2019, through September 30, 2021. Such contract may be extended at the County's option one additional year, through September 30, 2022.

III. PROJECT SPECIFICATIONS

1. The work shall consist of furnishing all labor, equipment and supplies required to cut and fertilize all grassed areas depicted on the attached drawing, including the three closed landfill cells, (Class I/III, Liquid, and Asbestos), as shown including tops of the cells, slopes of cells, and storm water retention areas. Additionally, the access road ditch lines, shoulders, and black slopes, and storm water retention basins shall be mowed and fertilized to the designated limits. (See attached drawing.)
2. The tops of the cells contain a liner below the surfaces. Therefore, the Contractor must not use any equipment that will damage the finished grade of the tops of these cells. Any damage caused to the cells, gas vents, or the liners under the surface of the tops of the cells will be repaired at the Contractor's expense.
3. No open fire or smoking will be allowed on or around the cells containing the gas vents.
4. The Contractor shall use caution when mowing or fertilizing so as not to damage any areas due to excessive ground wetness and/or standing water. Contractor shall notify the Engineering Department when such conditions exist such that the work may be rescheduled. No additional cost will be allowed for rescheduling.
5. All mowed areas shall be completed to a cut height of no greater than 4 inches. The area to be mowed/trimmed is approximately 22.89 acres.
6. The Contractor shall use a plastic-string weed-eater when trimming along the filter-point mats in the storm water swales and around all gas vents on the tops of the Class I/III and Liquid cells to protect the structures from damage by mowing equipment used during the grass cutting. To avoid potential damage, Contractor shall maintain a 24" riding equipment/tractor clear zone around each gas vent.
7. The Contractor shall use a broadcast spreader to distribute a 10-10-10 (Nitrogen-Phosphorous-Potassium) pellet fertilizer at a rate of 250 lb/acre during the May mowing cycle and a 5-10-15 pellet fertilizer at a rate of 200 lb/acre during the September mowing cycle. Contractor shall submit proposed fertilizer for approval prior to application and must provide product purchase information (sales receipt indicating amount and type of fertilizer purchased) and one package label to the Engineering Department with invoicing after completing these cycles as proof of proper material and usage. Non-homogenous fertilizer is acceptable.
8. Non-grassed retention pond bottoms, concrete filter point mats and limerock roadways shall not be included in the fertilizing operation. All other areas shall be fertilized at the specified rates. The area to be fertilized is approximately 21.61 acres.
9. The Contractor shall mow and trim the entire designated area within 10 days of the dates listed below:

Year 1:	May 1, July 1, August 15, and September 15, 2020
Year 2:	May 1, July 1, August 15, and September 15, 2021
Year 3:	May 1, July 1, August 15, and September 15, 2022; if renewed

However, the County reserves the right to increase the number of cutting cycles to as many as six (6) per year. Any additional cuttings will be as directed, in writing, by the County.

IV. JOB SITE CONDITIONS

1. Contractor shall be responsible for cleaning and removing any trash left by the Contractor at the job site at the conclusion of each mowing/fertilizing cycle and upon request of a County representative based on accumulated debris. Contractor is responsible for a clean job-site upon completion.

BID FORM

Taylor County Closed Landfill Mowing And Fertilizing

2019-011-ENG

TABLE OF ARTICLES

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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 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.
- E. 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.
- F. 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.

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):

MOWING / TRIMMING

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Mowing/Trimming (May 1)	22.89	\$_____	\$_____
2	Cycle 2 Mowing/Trimming (July 1)	22.89	\$_____	\$_____
3	Cycle 3 Mowing/Trimming (August 15)	22.89	\$_____	\$_____
4	Cycle 4 Mowing/Trimming (September 15)	22.89	\$_____	\$_____
5	Total Annual Cost			\$_____
6	Extra Cycle – Mowing/Trimming	22.89	\$_____	\$_____

FERTILIZING

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Fertilizing (May 1 w/ 10-10-10)	21.61	\$_____	\$_____
2	Cycle 2 Fertilizing (September 15 w/ 5-10-15)	21.61	\$_____	\$_____
3	Total Annual Cost			\$_____

EXTRA CYCLE MOWING/TRIMMING: Owner reserves the right to request up to two (2) additional mowing and trimming cycles during the term of the contract due to excessive grass and/or weed growth. Provide cost for completing each extra cycle in the designated space above.

Bidder acknowledges that payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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 on or before the dates specified 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.
- 6.03** Bidder accepts that the Term of this project will be from October 1, 2019, through September 30, 2021. This project will allow for a one-year renewal based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01** The following documents are attached to and made a condition of this Bid:
- A. Certificate of Liability Insurance or Agency Statement
 - B. Declaration Page from Workers' Compensation Insurance or Exemption Issued by the State of Florida
 - C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)

- D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- E. Affidavit of Non-Collusion
- F. Valid Business/Contractor Licensing/Registration Information
- G. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information
- H. List of Proposed Subcontractors and portion of work provided (Include: Contact Info, Scope of proposed work, Value of work, % of total)
- I. List of Proposed Suppliers (Include: Contact Info, List of proposed supplies, Value of supplies, % of total)
- J. List of Project References (Include: Project Cost, Description, 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. Any remaining terms not identified will have the have the meanings stated in the General Conditions; *EJCDC C-700 Standard General Conditions of the Construction Contract*.

ARTICLE 9 – BID SUBMITTAL

- 9.01** This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in FLORIDA is ____/____/____.**A Joint Venture**

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

(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 _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____ (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:

*Taylor County Closed Landfill Mowing and Fertilizing
Taylor County, Florida*

Taylor County Closed Landfill Mowing and Fertilizing Contract: The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.

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 _____, 20____

WITNESS:

STATE OF _____
COUNTY OF _____

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 _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this _____ day of _____, 20____

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. _____
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 the 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
name 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 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)

_____ 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)

(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: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ 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:

_____	By: _____
Witness	Signature
_____	_____
Witness	Print Name and Title

STATE OF _____, COUNTY OF _____)

On this the _____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of _____, personally appeared (Name(s) of individual(s) who appeared before notary) _____ 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

NOTARY PUBLIC:

SEAL OF OFFICE:

(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

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
(STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners

(Owner) and _____

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

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

The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.

ARTICLE 2 - THE PROJECT

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

This project is to be bid as a lump sum project, with per cycle mowing and fertilizing items priced seperately as specified on the Bid Proposal.

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

Taylor County Engineering
201 East Green St.
Perry, FL 32347
Phone: 850.838.3500 Fax: 850.838.3501

3.02 The Project will be administered by:

Taylor County Engineering
201 East Green Street
Perry, FL 32347

(Engineer and Project Administrator), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work shall be ready for final payment within 10 days of the day(s) specified within the contract documents.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time(s) specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 The Term of this project will be from October 1, 2019, through September 30, 2021. A one-year renewal provision may be available based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

ARTICLE 5 - CONTRACT PRICE

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

A. For all Work other than Unit Price Work, a Lump Sum (excluding extra mowing cycles) of:

	(\$ <u> </u>)
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of EJCDC C-700, 2002 Edition.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of EJCDC C-700, 2002 Edition. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and

6.02.A.2 below. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due shall bear interest at the rate of One percent (1%) per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

E. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
3. General Conditions.
4. Scope of Work.
6. Drawings consisting of 1 sheet(s) with each sheet bearing the following general title: Taylor County Closed Landfill Mowing And Fertilizing [or] the Drawings listed on attached sheet index.
7. Addenda (numbers ___ to ___, inclusive).
8. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages ___ to ___, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. .
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).¹
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- E. The Requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by a Field Order, Engineer's approval of a Shop Drawing or Sample or a written clarification or interpretation.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Termination

A. Either party, upon thirty (30) days written notice hereunder, may terminate services under this Contract in the event of substantial failure by the other party. In the event of any termination, the Contractor shall be paid for services performed prior to such date of the notice of termination. Notwithstanding anything herein to the Contract, either party shall have the right and without cause to terminate this Contract by giving the other party sixty (60) days notice of such termination. Upon such termination, the Contractor shall be paid for all services performed prior to the date of such termination.

10.06 Other Provisions

A. Venue for all disputes arising from this contract shall be Taylor County, Florida.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

Taylor County Board of County Commissioners

By: LaWanda Pemberton

Title: County Administrator

[COUNTY SEAL]

Attest: Annie Mae Murphy

Title: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service or process: _____

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

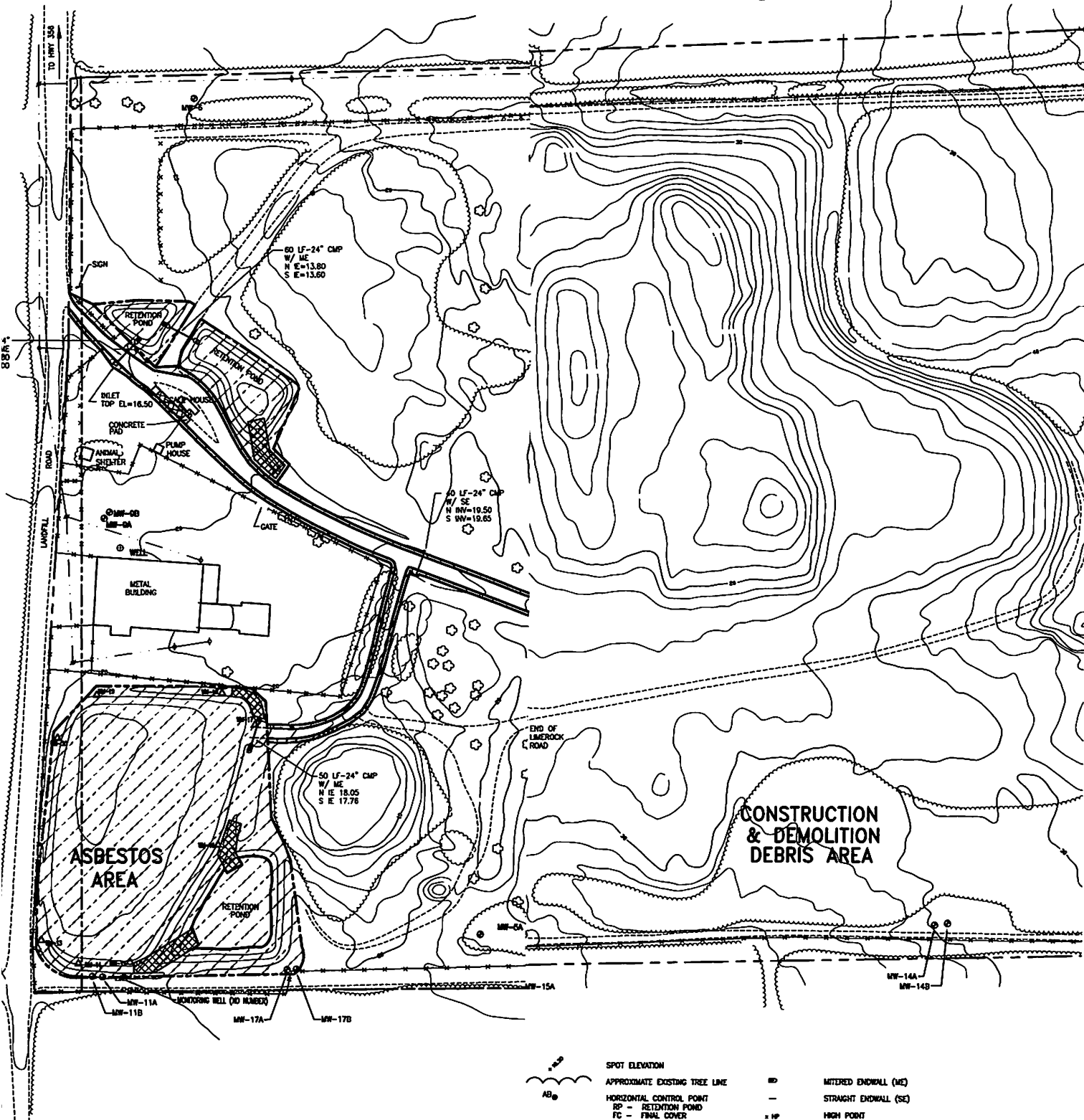
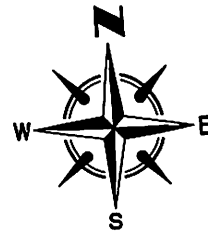
TAYLOR COUNTY LANDFILL

MOWING AND FERTILIZER LIMITS

Sections 22 & 23

Township 5 South, Range 6 East

Taylor County, Florida



- | | | | |
|---|---|---|---|
| <p>AB</p> <p>○</p> <p>■</p> <p>△</p> <p>□</p> | <p>SPOT ELEVATION</p> <p>APPROXIMATE EXISTING TREE LINE</p> <p>HORIZONTAL CONTROL POINT</p> <p>RP - RETENTION POND</p> <p>FC - FINAL COVER</p> <p>FFM - FILTER POINT MAT</p> <p>GED - GEOMEMBRANE</p> <p>EXISTING GAS VENT</p> <p>CONCRETE MONUMENT</p> <p>WASTE MARKERS</p> <p>CATCH INLET</p> | <p>MD</p> <p>—</p> <p>± HP</p> <p>—</p> <p>◇</p> <p>—</p> | <p>MITERED ENDWALL (ME)</p> <p>STRAIGHT ENDWALL (SE)</p> <p>HIGH POINT</p> <p>GAS VENT TRENCH</p> <p>EXISTING ROAD</p> <p>POWER POLES</p> <p>OVERHEAD POWERLINE</p> |
|---|---|---|---|

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO CONSIDER APPROVAL TO ADVERTISE PROPOSED REQUEST FOR QUALIFICATIONS SOLICITATION FOR PROFESSIONAL ENGINEERING SERVICES UNDER THE TERMS OF A CONTINUING CONTRACT.

MEETING DATE REQUESTED:

August 20, 2019

Statement of Issue:

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Engineering Services be solicited as a Request for Qualifications for continuing contracts and for those projects that will meet or exceed specified thresholds within the statute.

Recommended Action: The Board should approve advertisement of the proposed Request for Qualifications solicitation for Professional Engineering Services.

Fiscal Impact: EXPECTED TO BE 6~10% OF PROJECT COST BASIS

Budgeted Expense: YES

Submitted By: ENGINEERING DEPARTMENT **Contact:** COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**History, Facts & Issues:**

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Engineering Services be solicited as a Request for Qualifications for continuing contracts and for those projects that will meet or exceed specified thresholds within the statute. In accordance with this requirement, the Board originally advertised a Request for Qualifications for Engineering Services in 2009 that resulted in a contractual relationship with CHW, Inc. and Dewberry|Preble Rish. Those contracts were for a five-year term and are due to expire September 2019. Both of these consultant firms are used to supplement in-house design efforts, predominately addressing Florida Department of Transportation Small County Road Assistance Program and Small County Outreach Program projects.

The included solicitation package identifies the submission criteria, evaluation criteria and a sample contract for the successful firm(s) for the Boards review. Staff recommends that the Board approve the proposed solicitation to provide Professional Engineering Services.

Options:

- 1) Approve the proposed Request For Qualifications solicitation.
- 2) Revise the proposed Request For Qualifications solicitation.
- 3) Reject the proposed Request For Qualifications solicitation, state reasons for denial.

Attachments:

Proposed Request for Qualifications package



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

NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes §287.055, et seq. and the policies and procedures of Taylor County is soliciting sealed statements of qualifications from qualified professional engineering firms that are interested in providing general engineering services for various planning, grants and public works projects that require studies, design, plan production, and construction inspection/management services.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "***Sealed SOQ for Taylor County, Florida, Continuing Contract for Engineering Services***" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on September 13, 2019. **All SOQs MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** SOQs will be opened and respondents announced at 9:xx P.M. local time, or as soon thereafter as practical, on September 17, 2019, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

SOQ information may be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506 or downloaded from the Taylor County web site: http://www.taylorcountygov.com/government/county_bids/index.php.

The County reserves the right, in its sole and absolute discretion, to reject any or all SOQs, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFQ process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed SOQs will be accepted.**

Additional information may be obtained from:

Taylor County Engineering Department
201 East Green Street
Perry, FL 32347
(850) 838-3500, Ext 4.

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



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

GENERAL CONSIDERATIONS

1. Statements of Qualifications must be submitted by mail or in person to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
2. Responders, who elect to send sealed Statements of Qualifications via overnight express, must send them to the physical address of: Clerk of Court, 1st floor Courthouse, Suite 102, 108 North Jefferson Street, Perry, Florida 32347.
3. Statements of Qualifications 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.
4. Once opened no Statement of Qualification may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
5. It is the responsibility of the Responders to fully understand and follow all conditions and specifications contained in this request.
6. The Respondent shall be licensed to work in Taylor County, Florida on all areas of work outlined in this proposal.
7. Statements of Qualifications must include a completed Florida Public Entity Crimes Statement as required by F.S. §287.133 (3) (a).
 - a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
8. Statements of Qualifications must include a completed Drug Free Work Place Statement as outlined by F.S. §287.087.

9. Statements of Qualifications must include a completed Truth-In-Negotiation Certificate as outlined by F.S. §287.055.
10. All Statements of Qualifications require a current Certificate of Insurance listing Taylor County as an “Additional Insured” and the following coverages on the respondent: \$1,000,000 Errors and Omissions, \$1,000,000 General Liability and Workers’ Compensation Insurance. Alternatively, Respondents may provide a sworn statement from an insurance agent, verifying that if the Respondent is awarded the bid, Certificates of Insurance will be issued to the Respondent in the amounts required within thirty (30) days of the acceptance of the proposal. Additionally, all proposed subcontractors shall be insured under the Respondent’s policies. All coverages for subcontractors shall be the same as the requirements stated herein.
11. Responders shall include certification information showing Workers’ Compensation Insurance/Exemption on all employees working on the project. Workers’ Compensation exemptions will be accepted upon providing a current exemption certificate, Articles of Incorporation, and a signed Taylor County Workers’ Compensation Hold Harmless Agreement.
12. Any Respondent, who does not furnish the required insurance documents within thirty (30) days after acceptance of the proposal, is hereby advised that the award will be rescinded and offered to the next highest ranked Respondent who meets all proposal specifications.
13. The County encourages DBE and small business firms to compete for professional services projects, and also encourages all other firms to use DBE and small business consultants as subconsultants. However, use of DBE and small business subconsultants is not mandatory and no preference points will be given during the selection process for DBE and/or small business participation.
14. Typical Scope of Services: The scope of work to be performed under Task Work Orders may consist of, but will not necessarily be limited to:
 - a. **Transportation**
 - i. Rural Roadway Planning and Design
 - ii. Urban Roadway Planning and Design
 - iii. Intersection Planning and Design
 1. Conduct and analyze signal warrant analysis
 2. Conduct and analyze roundabout justification studies
 3. Structural design for traffic signals
 4. Conduct, review and analyze transportation and traffic studies
 5. Conduct transportation network analysis
 6. Assist in transportation network concurrency management
 - b. **Surveying**
 - i. Control Surveying
 - ii. Design, Right of Way and Construction Surveying
 - iii. Right-of-Way Mapping
 - c. **Stormwater Management**
 - i. Stormwater management facility design
 - ii. Conduct, review and analyze drainage studies

iii. Stormwater permitting

d. **Planning, Design and Engineering Studies**

i. Evaluation, Permitting, siting, layout and design of County projects

e. **Developments of Regional Impact**

i. Review and analyze Development of Regional Impact submittals

Such services may be for Taylor County in-house projects, Consultant designed projects, and County Commission directed Task Work Orders or any combination thereof.

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____ (Engineer), 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 Workers' Compensation exemption and Owner having agreed for Engineer to proceed with the following project, to-wit:

*Professional Engineering Services
Taylor County, Florida*

*For a term
through September 30, 2024 (if fully renewed)*

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

4. Engineer 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. Engineer 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 _____

COUNTY OF _____

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 _____.

TRUTH-IN-NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Taylor County Board of County Commissioners (COUNTY) requests that the CONSULTANT execute this certificate and include it with the submittal of the Respondent's Proposal, or as prescribed in the contract advertisement.

The CONSULTANT hereby certifies, covenants, and warrants that wage rates and other factual unit cost supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONSULTANT further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the COUNTY, whichever is later.

Respondents Signature

Respondents Printed Name

Respondents Title

Date

DRUG FREE WORKPLACE FORM

The undersigned in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Individual/Business/Consultant)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Individual/Business/Consultant complies fully with the above requirements.

Respondents Signature

Respondents Printed Name

Respondents Title

Date

**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 the 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
name 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 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)

_____ 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)

(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: _____

GENERAL ENGINEERING SERVICES

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes § 287.055, et seq. and the policies and procedures of Taylor County, is soliciting sealed statements of qualifications from qualified professional engineering firms that are interested in providing general engineering services for various planning, grants and public works projects that require studies, design, plan production, cost estimation, and construction inspection/management services.

The scope of work to be performed under Task Work Orders issued pursuant to a continuing services contract may consist of, but will not necessarily be limited to; data collection, planning and engineering studies, surveying, design, cost estimation, permitting, preparation of construction plans, specifications and special provisions for projects that may include but are not limited to: community parks, roadways, various trails, site development, recreational facilities, utilities, parcel issues, acquisition and disposal, etc. Interested firms must be experienced in providing engineering services for projects of a scope and nature comparable to these and other types of past and present County projects.

Contract Award:

In its sole and absolute discretion, the County may consider awarding continuing service contracts for General Engineering Services to up to three (3) firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the County shall consider such factors as the abilities of professional personnel, past performance, willingness to meet time and budget requirements, location, recent, current, and projected workloads of the firms, and the volume of work previously awarded to each firm by the County or other Counties, with the objective of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

Contract Term:

The contract for the requested services shall be a continuing service contract for Professional Engineering Services as defined in Section 287.055(2)(9), Florida Statutes. The contract will commence on the date of execution, shall remain binding for a maximum of five years, and end no later than September 30, 2024, or until such time it is terminated. No extensions beyond this term will be approved without written consent/approval of the County.

Task Work Order Assignment Procedure:

Firms selected by the County will be given an opportunity to provide engineering services to the County on an as-needed basis in accordance with Task Work Orders issued by the County Engineering Department. Task Work Orders will include a brief description of the required task and project schedule. Each firm will be requested to provide a cost proposal and projected timeline for such Task Work Orders for consideration.

By the end of five (5) work days of the request receipt, each firm shall e-mail (followed by mailing of the original) a proposal for requested work to the County Engineer. The County Administrator and/or a designee and the County Engineer will select the successful proposal and issue a purchase order to the selected firm for the work. The selection criteria will consider the proposal amount, project schedules, firm's capability in the type of service requested, and past performance. The County reserves the right in its sole and absolute discretion to award a task to a firm that submits other than the lowest proposal amount for performing the task when deemed to be in the best interest of the County.

Construction Process for Assigned Projects:

The County may wish to evaluate cost saving options for using County labor forces and equipment, a General Contractor, or a Construction Management firm to construct assigned projects. For those projects, the Consultant will be required to discuss the benefits/difficulties relative to cost with each option or a combination of these options. For each of these options, the selected firm should be prepared to provide construction administration and oversight services reviewing change orders, shop drawings and submittals for each proposed phase of construction.

Licensure and Credentials:

Firms selected by the County shall be a licensed Professional Engineering business in accordance with Florida State law and be familiar, at a minimum, with applicable State of Florida, Suwannee River Water Management District, Florida Department of Transportation, Florida Department of Environmental Protection, United States Army Corp of Engineers and Taylor County Code of Ordinances, regulations and laws. Use of insured and qualified sub-consultants for specialty work is acceptable.

QUALIFICATION QUESTIONNAIRE

Responses to each of the following topics must be limited to a maximum of one page (12 pt type). However, should further clarification of examples be necessary, an appendix may be added to the back of the proposal provided it is properly referenced within the one-page description. Unreferenced or poorly organized appendices will not be considered. A Current Standard Form 330 may be used to provide the respective information

1. **PROJECT UNDERSTANDING:** Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed.
2. **PROJECT TEAM:** List in detail the members of your project team and the expertise each will bring to the project. Include all current licensure and that of any proposed specialty work sub-consultant(s). If applicable, include State of Florida Minority Business Enterprise Certification(s) as defined by the Florida Statutes and Minority Business Assistance Act of 1985. More than one page will be allowed for response to this question.
3. **TAYLOR COUNTY WORK:** List any and all projects that your firm has completed, or that are in progress at the present time, for Taylor County within the last five (5) years. This project history should include projects in which your firm was the prime consultant, a joint consultant or a sub-consultant.
4. **PAST EXPERIENCE:** Summarize previous projects your firm has completed that are similar in nature and scope to the proposed scope of services and the outcome of the planning, design, management, etc. you provided. Please be specific as to whether the projects were expansion or stand-alone construction projects and how they were constructed (Design-Build, Construction Management, Straight Bid). Include the relationship of cost estimates or time projections prepared by your firm to actual timeline and costs of completion.
5. **LOCATION:** Describe how the location of your project team may benefit the County as it specifically relates to the completion of the scope of services.
6. **QUALITY/COST CONTROLS:** Describe how you would propose to control the quality and cost of a comparable to those types listed within the scope of services. In the event of an undesirable or unacceptable work product, what actions would you take to remedy these conditions in a timely manner? What steps will your firm take to ensure that a project is completed in a timely manner?
7. **WORKLOAD:** Comment on your firm's current workload and how it will or will not affect potential project Task Work Orders.
8. **QUALIFICATION SUMMARY:** Summarize what you consider are the qualifications of your firm and/or team that make you the most qualified firm to provide Taylor County General Engineering Services as described within this solicitation. Consider those areas addressed within the Evaluation / Selection criteria. Disclose any potential conflict of interest that your firm may have due to other clients, contracts or property interests in providing General Engineering Services to the County.

EVALUATION / SELECTION OF PROPOSALS

A Selection Review Committee will evaluate all proposals received and;

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with up to three firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation Certificate as defined in Florida Statutes, 287.055. Selection as best qualified will be based on the following considerations:

No.	Evaluation Criteria	Points
1	Did the firm follow submittal requirements and clearly demonstrate an understanding of the purpose for the Request for Qualifications	10
2	Qualifications of personnel assigned	10
3	Women and minority participation	
4	Geographic location of the firm, including permanent office of designing engineer and project management team	
5	Current workload and potential effect on project schedule/deliverables	10
6	Past record of professional accomplishments	25
7	Financial viability and responsibility	
8	Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects	
9	Familiarity with anticipated project areas/scope of work required	20
10	Previous project experience with programs similar in size and scope	
11	Firm's capability to meet project/deliverable schedules and timing	15
12	Willingness to meet budget requirements	
13	Ability to observe and advise whether construction complies with plans and specifications	10
14	Demonstrated expertise and experience in project management, coordination and utilizing various design software	
15	Total	100

2. Review of all responses to the Request for Qualifications received will proceed as follows:
 - 2.1. The Review Committee will review all written documents submitted.
 - 2.2. The Review Committee's ranking of prospective Consultants shall be based on the Evaluation / Selection criteria listed above.
 - 2.3. The Review Committee may request oral presentations from the prospective Consultant when establishing the recommended priority or short list. Consultants will be notified of dates and times of any interviews.
 - 2.3.1. Presentations shall be specific to the possible scope of work and shall demonstrate an awareness of typical issues, explanation of the project approach, and plans of team staffing. A maximum time limit of 15 minutes

shall be allowed for the oral presentation. An additional maximum time limit of 30 minutes shall be allowed for Q&A following the oral presentation. Approximately 5 minutes each is allowed for set-up and breakdown. Set-up and breakdown are not included in the time limit for oral presentation for Q&A. Questions can both be standard (asked of all Consultants) and clarifying (related to a point addressed by a Consultant in their oral presentation).

2.3.2. Attendance at the oral presentation by the Consultant's proposed project manager is strongly recommended. Inclusion of lead personnel proposed for the team is also encouraged. Each Consultant is limited to a maximum of 5 representatives in attendance including both the Consultant and Sub-Consultant team members. Switching of participants in the oral presentation room is not permitted. The County representatives in attendance will at a minimum be the members of the Review Committee and a possible oral presentation facilitator.

2.3.3. Shortlisted Consultants will be instructed that any handouts to be submitted at the oral presentation (leave-behinds) will be restricted to copies of slides from the PowerPoint presentation. The number of slides to be included in the PowerPoint presentation is limited to 25. Shortlisted firms should number the slides included in the presentation. The leave-behinds shall not include any additional documentation other than the slides to be presented in the actual oral presentation. The leave behind slide presentation will be limited in size to 8.5" x 11". Consultants shall also leave behind one USB Flash drive containing the PowerPoint slides. Consultants will be assessed/scored based on the information verbally communicated in the oral presentation. The Review Committee is not obligated to review slides after an oral presentation has occurred.

2.3.4. Unless otherwise approved by the County or their designee, the Consultants are advised that videos and computer animations may not be used in the oral presentation. However, any other media may be used.

2.3.5. Consultants are permitted to refer to paper notepads or index cards with notes during their oral presentations. The notes will not be reviewed or evaluated by the Review Committee.

3. Negotiations between the County and the priority Consultants (the Consultants ranked highest on the Board approved short list) will proceed as follows:

3.1. Negotiations may be conducted by the Board of County Commissioners or at the pleasure of the Board, by the County Administrator, the County Engineer and the County Attorney (Review Committee)

3.2. Negotiations will be held with the first Consultant on the priority list

3.3. If no tentative agreement can be reached with the first Consultant, then negotiations

will commence with the second vendor on the short list

- 3.4. If no tentative agreement can be reached with the second Consultant, then negotiations will commence with the third Consultant
- 3.5. If no tentative agreement is reached with the third Consultant, then the County shall consider establishing a new short list from among the other proposals submitted
- 3.6. Taylor County reserves the right to negotiate with one or more Consultants for these services
4. The Board shall approve the terms, conditions and costs associated with a Task Work Order and/or the overall contract for services. Upon the successful negotiation of an agreement, a formal contract will be prepared and submitted to the County Commission for approval, and executed by both parties. A sample contract for the requested services is included in the solicitation.
5. Any cost to prepare a response to this solicitation and any subsequent presentation/interviews are solely that of the consultant and the County assumes no responsibility for such cost incurred by the Respondent.
6. Direct one-on-one contact with any of the Board of County Commissioners members, the County Administrator, the County Engineer, or the County Attorney is not allowed during the short listing process unless initiated by the County to request specific information that will assist in understanding information submitted in a proposal.
7. The County reserves the right to accept or reject any or all submittals that it may, in its sole and absolute discretion, deem unresponsive, or waive technicalities which best serves the overall interests of the County. The County Commission's decision on these matters shall be final.
8. The County reserves the right, before awarding a contract, to require a Respondent to submit such evidence of its qualifications, as it may deem necessary. The County shall be the sole judge of the competency of Respondents.

SAMPLE CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This CONTRACT made and entered into this ____ day of _____, _____, by and between TAYLOR COUNTY, hereinafter referred to as the "COUNTY" and _____, a Florida _____, whose mailing address is _____ (herein referred to as "CONSULTANT").

RECITALS

The COUNTY desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The PROFESSIONAL SERVICES will include:

Highway and Bridge/Structural Design Services as more thoroughly described in Exhibit A.

The COUNTY has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the COUNTY has selected the CONSULTANT to provide consulting services, when and as-needed, and when as requested by the COUNTY, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the CONSULTANT shall perform services with respect to projects only when, requested and authorized in writing by the COUNTY and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the CONSULTANT for each separate project to be negotiated between the COUNTY and the CONSULTANT and be defined and embodied in a separate Task Work Order to be sequentially numbered beginning with Task Work Order _____. Each Task Work Order shall include and shall incorporate in it all of the general provisions of the CONTRACT, together with such items and provision as may be mutually agreed upon by the parties as to each Task Work Order.

The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform professional services to the COUNTY when and as needed, but is subject to being terminated as provided for in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:

- 2.1. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be dully authorized to act on the COUNTY's behalf relative to this Contract.
- 2.2. **"CONSULTANT"** means the firm of _____, which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Work Order.
- 2.3. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the CONSULTANT and its employees, and any and all sub-Consultants that the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Work Orders thereto.
- 2.4. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the CONSULTANT or sub-Consultant in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Work Orders thereto. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the CONSULTANT and any sub-Consultant.
- 2.5. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the CONSULTANT:** The COUNTY hereby engages the CONSULTANT to provide the COUNTY with professional services with respect to any County Project, which from time to time, the COUNTY may request the CONSULTANT to perform.
4. **Professional Services:** The CONSULTANT agrees to and shall render and perform such professional services as more fully detailed in Exhibit A to this Agreement, in accordance with the terms and conditions of the Contract and any and all Tasks Work Orders when and as requested by the COUNTY.
5. **Request for Specific Services:** The CONSULTANT shall perform no services to the COUNTY until specifically requested to do so by the COUNTY. Each request for services to be rendered and performed by the CONSULTANT shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONSULTANT for such separate project to be negotiated and agreed upon between the COUNTY and the CONSULTANT and defined by and embodied in a separate Task Work Order. Each Task Work Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the COUNTY and the CONSULTANT.

6. **Compensation and Method of Payment:** The COUNTY agrees to pay the CONSULTANT compensation for its services rendered to the COUNTY for each specific services requested by the COUNTY in an amount and method negotiated between the COUNTY and the CONSULTANT, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated _____) or any other method as provided for in each Task Work Order. The contract will have a cumulative amount limit of \$1.5 million.
7. **Insurance:** The CONSULTANT agrees to and shall procure and maintain insurance during the term of the CONTRACT as follows:
 - 7.1. Comprehensive General Liability insurance covering as insured the CONSULTANT and the COUNTY with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
 - 7.2. Workers' Compensation insurance for the benefit of the employees of the CONSULTANT, as required by the laws of the State of Florida;
 - 7.3. Professional Liability insurance for "Errors and Omissions" covering as insured the CONSULTANT with not less than a \$1,000,000.00 limit of liability.
 - 7.4. Before commencing any work under this Contract, or any Task Work Order, the CONSULTANT shall furnish to the COUNTY a certificate or certificates in a form satisfactory to the COUNTY showing that the CONSULTANT has complied with the requirements of insurance under this Section. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the COUNTY.
8. **Indemnity:** The CONSULTANT agrees to and shall indemnify, and hold harmless the COUNTY and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the CONSULTANT or its agents, employees, or sub-contractors. The CONSULTANT is not required hereunder to indemnify and hold harmless the COUNTY, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in this Contract.
9. **Liability:** The CONSULTANT shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the COUNTY caused by the errors, omissions or negligence of the CONSULTANT, or by any sub-Consultant engaged by the CONSULTANT in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Work Orders thereto, and for any and all

damages, losses, and expenses to the COUNTY arising out of the CONSULTANT's negligent performance of any of its obligations contained in this Contract and any and all Task Work Orders thereto. The CONSULTANT shall be liable and agrees to be liable for an shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the CONSULTANT's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the CONSULTANT during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Work Orders thereto. Nothing in this agreement shall be construed as a waiver of the COUNTY's sovereign immunity as provided for under Chapter 768 Florida Statutes.

10. **Licenses:** The CONSULTANT agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to the Contract and any and all Task Work Orders thereto.
11. **Personnel:** The CONSULTANT agrees that when the services to be provided under this Contract, or any Task Work Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the CONSULTANT will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Work Orders thereto.
12. **Timely Accomplishment of Services:** The CONSULTANT agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Work Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
13. **Standards of Professional Service:** The CONSULTANT agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Work Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the COUNTY, and by any sub-Consultant engaged by the CONSULTANT.
14. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to this Contract and all Task Work Orders that each and every provision of law required to be inserted in this Contract and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Contract shall, upon

application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

15. **Independent Contractor:** It is understood and agreed that the CONSULTANT is an independent contractor with no express or implied authority to act for or to obligate the COUNTY, except as specifically provided for in the Contract.
16. **Documents:** Original project documents prepared by the CONSULTANT under this Contract and all Task Work Orders are, and shall remain, the property of the COUNTY, and shall be delivered to the COUNTY upon final completion or termination of the project covered by any specific Task Work Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the CONSULTANT pursuant to this Contract and any specific Task Work Orders are instruments of service in respect to the project and the COUNTY shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the CONSULTANT. Any reuse will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT.
17. **Approval of Plans and Documents by the COUNTY Not Deemed Release:** Approval of the COUNTY of any plans, drawings, documents, specifications, or work prepared or provided by the CONSULTANT under this Contract and any specific Task Work Order shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the COUNTY for any error or omission in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, its employees, agents, sub-Consultants.
18. **Effective and Binding:** The Contract shall not become effective or binding upon the COUNTY unless and until the COUNTY Commission shall have authorized its execution and any subsequent Task Work Order(s).
19. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the COUNTY and the CONSULTANT arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
20. **Public Entity Crimes:** CONSULTANT and any affiliate person must notify the COUNTY within 30 days after a conviction of a public entity crime applicable to CONSULTANT, its employees, agents, sub-Consultants or an affiliate. The COUNTY shall transmit all information relating to a person having been convicted of a public entity crime to the Florida Department of Management Services in writing within 10 days.

21. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the Contract, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
22. **Grant Funds:** It is anticipated that the COUNTY may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The CONSULTANT agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the COUNTY.
23. **Non-Exclusive Contract:** The parties hereto agree that this Contract is non-exclusive and the COUNTY has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the COUNTY and the CONSULTANT are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
24. **Successors and Assigns:** Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder. Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. It is understood and agreed that the COUNTY shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.
25. **Special Provisions:** It is further mutually agreed by the parties hereto that the CONSULTANT shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Contract, after Notice to Proceed has been given by the COUNTY to commence services on any County Project identified in any Task Work Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21

of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The CONSULTANT agrees that the COUNTY and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to any specific grant program or specific project under any Task Work Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the COUNTY makes final payment and all other pending matters are closed. The CONSULTANT has a "drug-free workplace" program, which will remain in effect.

26. **Term of Contract:** This Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform services to the COUNTY when and as needed and requested by the COUNTY and shall commence on the date of execution, shall remain binding for a maximum of five years, and end no later than September 30, 2024, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the COUNTY.
27. **Termination:** The failure of either party to comply with any provision of the CONTRACT shall place that party in default. Prior to terminating the CONTRACT, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
 - 27.1. The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the COUNTY to the CONSULTANT.
 - 27.2. The COUNTY may terminate a Task Work Order or the CONTRACT without cause by first providing at least thirty (30) days written notice to the CONSULTANT prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.
 - 27.3. In the event funds to finance a Task Work Order or the CONTRACT become unavailable, the COUNTY may terminate the Task Work Order or CONTRACT with no less than twenty-four hours notice in writing to the CONSULTANT. The

COUNTY shall be the final authority as to the availability of funds. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.

- 27.4. After receipt of a termination notice from COUNTY and except as otherwise directed by the COUNTY, the CONSULTANT shall:

27.4.1. Stop work on the date and to the extent specified.

27.4.2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

27.4.3. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY and it shall be the sole property of the COUNTY.

27.4.4. Continue and complete all parts of the work that have not been terminated.

28. **Entire Agreement:** The CONTRACT constitutes the entire agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

29. **Parties Bound:** The CONTRACT shall be binding upon and shall inure to the benefit of the COUNTY and Consultant, their successors and assigns.

30. **E-Verify System – U.S. Division of Homeland Security:**

30.1. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the CONSULTANT during the term of the CONTRACT; and

30.2. CONSULTANT shall expressly require any subcontractors performing work or providing services pursuant to the state contract likewise utilize the U.S. Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract.

31. **Federal Requirements:**

The following terms apply to this Agreement for any such Project or Task Work Order(s) which involves the expenditure of federal funds:

- 31.1. It is understood and agreed that all rights of the COUNTY and the Florida Department of Transportation (FDOT), when applicable, relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

- 31.2.** It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- 31.3.** Certification of Eligibility: The CONSULTANT's participating in COUNTY projects are required to indicate their eligibility by certifying that CONSULTANT, nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or Agency by completing FDOT Form No. 375-030-32 and subsequently submitting through FDOT's LAPIT system.
- 31.4.** Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the CONTRACT.
- 31.5.** Nondiscrimination: The CONSULTANT, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, gender, age, disability, religion or family status in the selection and retention of SUB-CONSULTANTS, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations.
- 31.6.** Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, gender, age, disability, religion or family status.
- 31.7.** Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, FDOT, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the COUNTY, FDOT, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- 31.8. Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the COUNTY and/or FDOT shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
- 31.8.1.** withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
 - 31.8.2.** cancellation, termination or suspension of the contract, in whole or in part.
- 31.9. Incorporation of Provisions:** The CONSULTANT will include the provisions of Sections 31.4 through 31.8 in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the COUNTY, FDOT, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUB-CONSULTANT or supplier as a result of such direction, the CONSULTANT may request the COUNTY and the FDOT to enter into such litigation to protect the interests of the COUNTY and FDOT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- 31.10. Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- 31.11. Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- 31.12. Certification For Disclosure of Lobbying Activities:** CONSULTANTS participating in COUNTY projects are required to indicate their compliance with the provisions and restrictions concerning Lobbying Activities on Federal-Aid Contracts by completing both FDOT Form No. 375-030-33 and Form No. 375-030-34 and subsequently submitting through FDOT's LAPIT system.
- 31.13. Participation by Disadvantaged Business Enterprises:** The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall

be included in all subsequent agreements between the CONSULTANT and any SUB-CONSULTANT or contractor.

- 31.13.1.** The CONSULTANT, SUB-CONSULTANT, or sub-recipient shall not be discriminated on the basis of race, color, gender, religion, age, disability, marital status or national origin in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 31.13.2.** CONSULTANTs participating in COUNTY projects are required to indicate their intention regarding DBE and non-DBE small business participation by way of FDOT Form No. 375-030-83. The completed form shall note the expected percentage of contract fees to be utilized by “DBE’s” and “non-DBE small businesses”. The “DBE” and “non-DBE small business” SUB-CONSULTANT and their respective types of work shall be provided on this form.
- 31.13.3.** Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the FDOT in this endeavor, CONSULTANT should have already submitted their Bid Opportunity List through the FDOT’s Equal Opportunity Compliance System found at the following link (<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>). If you have not yet completed your bid opportunity list through this online application, please do so at this time. Prime Consultants can obtain access to the new EOC system by filling out the Contractors and Consultants New Users Access Form. Please complete the form and submit it to EOOHelp@dot.state.fl.us.
- 31.13.4.** CONSULTANT must enter project DBE commitments in the Equal Opportunity Compliance System after contract execution. Also, if supplemental agreements are awarded as part of the project, DBE commitments must also be reported for those agreements.
- 31.14.** It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- 31.15.** It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the COUNTY in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed

circumstances, the CONSULTANT shall provide immediate written notice to the COUNTY. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

31.16. The COUNTY hereby certifies that neither the CCONSULTANT nor the CONSULTANT's representative has been required by the COUNTY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

31.16.1. employ or retain, or agree to employ or retain, any firm or person, or

31.16.2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

31.17. The CONSULTANT hereby certifies that it has not:

31.17.1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract;

31.17.2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

31.17.3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

31.18. The CONSULTANT further acknowledges that this agreement will be furnished to the COUNTY, the FDOT and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

32. Public Records

32.1. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is acting on behalf of a public agency the CONSULTANT shall:

32.1.1. Keep and maintain public records that ordinarily would be required by the COUNTY in order to perform the services being performed by the

CONSULTANT. Records must be maintained for no less than five years after the latter of the expiration or termination of this CONTRACT or the date of final payment for a specific TWO agreement.

- 32.1.2.** Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 32.1.3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 32.1.4.** Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.
- 32.1.5.** Failure by the CONSULTANT to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement by the COUNTY. The CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COUNTY a copy of the CONSULTANT's response to each such request.
- 32.1.6.** If CONSULTANT fails to provide public records to the COUNTY within a reasonable amount of time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TAYLOR COUNTY, FLORIDA

Witness

By: _____
PAM FEAGLE,
Chairperson

Print

ATTEST:

ANNIE MAE MURPHY, Clerk

Signed, sealed and delivered
In the presence of:

Witness

By: _____

Print

Print

Witness

(SEAL)

Print

EXHIBIT "A"

HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

SCOPE OF SERVICES

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

1.0 PURPOSE:

This scope of services describes and defines the Highway and Bridge/Structural Design services which are required in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein. The services to be provided under this agreement will be provided on an as needed basis using Task Work Order issued by the Department. The Task Work Order (TWO) will identify the project on which the services are to be provided and the authorized date for the services to begin.

2.0 SCOPE:

Provide services as defined in this Scope of Services, subsequent TWOs, and COUNTY contract documents. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

2.1 FDOT Work Classifications:

Major work groups include: ***3.1 Minor Highway Design***
 4.1.1, 4.1.2 Structure & Bridge Design

Minor work groups include: ***6.1, 7, 7.1, 7.2, 7.3, 8.1, 8.2 and 8.4***

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with the policies, procedures and requirements of the of the COUNTY, FDOT as may be required. It should be noted that the COUNTY processes may differ from that of the CONSULTANT. Contract documents prepared by CONSULTANT will be used by the COUNTY to bid the project and the CONTRACTOR to build the project. Additionally, these Contract documents will be used by the COUNTY or its Construction Engineering & Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work in the Florida Green Book, FDOT Plans Preparation Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of the CONSULTANT and/or the COUNTY.

The CONSULTANT shall be aware that as a project is developed, certain minor modifications and/or minor improvements to the original concepts not materially impacting the CONSULTANT's cost of performance may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY, the Florida Department of

Transportation and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project, a contract file in accordance with COUNTY procedures. CONSULTANT is expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this agreement to COUNTY standards and procedures. CONSULTANT shall minimize to the maximum extent possible the COUNTY's need to apply its own resources to assignments authorized by the COUNTY.

The COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The COUNTY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide job-specific information and/or functions as outlined in this contract, if favorable.

3.0 DEFINITIONS:

- A. Agreement: The Professional Services Agreement between the COUNTY and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the COUNTY for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. CONSULTANT: The Consulting firm under contract to the COUNTY for administration of Design, Specification and Plan Preparation services.
- E. Engineer of Record: The Engineer noted on the Construction plans as the person in responsible charge for the design and preparation of the plans.

4.0 PROJECT DESCRIPTION:

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. Each project description will be defined in each individual Task Work Order (TWO).

5.0 PROJECT COMMON AND PROJECT GENERAL TASKS:

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Project Sequencing: Project deliverables will generally adhere to a phased submittal. Phase I (30%), Phase II (60%), Phase III (90%), and Phase IV (100% Final)

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans and completion of quantities, any estimating process such as a spreadsheet may be used to produce a conceptual estimate. The quantities will be developed (beginning at 60% plans and no later than 90% plans). A Summary of Pay Items sheet shall be prepared with all required phase submittals. The number of phase submittals will vary by project and will be determined by the COUNTY at each project kick-off.

In providing estimates of construction cost, the COUNTY understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the method of pricing of bidders or proposers, and that the CONSULTANT's estimates are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the construction will not vary from the CONSULTANT's estimate of probable construction cost.

The CONSULTANT shall contact the COUNTY for details of the current format to be used before starting preparations of the specification package and any applicable Technical Special Provisions.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with the COUNTY, Local Agencies, FDOT, between disciplines and subconsultants, such as access management meetings, pavement design meetings, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the COUNTY for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

Surveying: The CONSULTANT shall perform required surveying tasks in accordance with all applicable Statutes, manuals, guidelines standards, handbooks, procedures, current design memoranda, and specific project requirements.

Quality Assurance/Quality Control: It is the intention of the COUNTY that CONSULTANT, including their subconsultant(s), is held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined by the COUNTY as applicable, that state and federal design criteria are followed as applicable, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the COUNTY.

It is the CONSULTANT's responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the COUNTY to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this contract, or it may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for each project. The CONSULTANT shall submit a Quality Control Plan for approval within twenty (20) business days of the written Task Work Order and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the COUNTY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: When directed by the COUNTY, a subconsultant may perform Independent Peer Reviews.

Independent Peer Review and a Constructability/Bidability Review for design Phase Plans document submittals are required on each project. These separate reviews shall be completed by someone who has not worked on the plan component that is being reviewed. These could include, but are not limited to a separate office under the Prime's umbrella, a subconsultant that is qualified in the work group being reviewed, or a CEI. It does not include persons who have knowledge of the day to day design efforts. The Constructability/Bidability Review shall be performed by a person with experience working on COUNTY and or federal aid construction projects (CEI, Contractor, etc.)

The Independent Peer Review for design Phase Plans submittals shall ensure the plans meet COUNTY requirements, the Florida Green Book, PPM (when applicable) and Design Standards. The Constructability/Bidability Review shall ensure the project can be constructed and paid for as designed. If requested for review, the CONSULTANT shall submit the "marked-up" set of plans from this review along with the review comments and comment responses from any previous Constructability/Bidability reviews.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

5.1 Specifications Package and Construction Checklist Preparation: The CONSULTANT shall prepare and provide a specifications package prepared in accordance with the COUNTY's specifications guidance. The Specifications Package shall be prepared using the COUNTY's specification development methodology or the FDOT's Specs on the Web application as agreed upon in each TWO. The CONSULTANT shall be able to document that the procedure defined by the COUNTY or in the FDOT Handbook for the Preparation

of Specifications Packages is followed, which includes the quality assurance/quality control procedures. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions.

The specifications package must be submitted for review to the COUNTY at least 30 days prior to the planned construction advertisement date, or sooner if required. This submittal does not require signing and sealing and shall be coordinated through the COUNTY. The CONSULTANT shall coordinate with the COUNTY on the submittal requirements, but at a minimum shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to prepare the package and, (3) final project plans.

Final submittal of the specifications package must occur at least 14 working days prior to the planned construction advertisement date. This submittal shall be electronically/digitally signed, dated, and sealed in accordance with applicable Florida Statutes.

- 5.2 Post Design Services:** Post Design Services may include, but not be limited to, meetings, construction assistance, plan revisions, shop drawing review, survey services and load ratings. Specific services will be negotiated initially and as a contract amendment when necessary.

Post Design Services are not intended for instances of CONSULTANT errors and/or omissions.

- 5.3 Electronic/Digital Delivery:** The CONSULTANT shall deliver final contract documents in electronic/digital format including submitting documents through FDOT's LAPIT system, when applicable. The final contract documents shall be signed and sealed in accordance with applicable Florida Statutes.

6.0 ROADWAY ANALYSIS:

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all COUNTY and applicable FDOT manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- 6.1 Traffic Control Analysis:** The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction unless the COUNTY determines that the Traffic Control Plan will be furnished by the Contractor. When the design is provided by the CONSULTANT, the design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed

FDOT required training. Before proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the COUNTY to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the COUNTY Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the COUNTY unless the road is on the State or National Highway system, in which case approval must be obtained from the Department. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

- 6.2 Traffic Control Plan Design Files:** The CONSULTANT shall develop master Traffic Control Plan files showing each phase of the Traffic Control Plan.
- 6.3 Design Variations and Exceptions:** If available, the COUNTY shall furnish the Variation/Exception Report. The CONSULTANT shall prepare the documentation necessary to gain COUNTY approval and FDOT concurrence (when applicable) of all appropriate Design Variations and/or Design Exceptions before the Phase 1 submittal. All documentation associated with Exceptions and Variations shall be reviewed by the COUNTY prior to submittal to the FDOT for approval or concurrence when required.
- 6.4 Design Report:** The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope. Once prepared, the CONSULTANT shall submit to the COUNTY design notes, data, and calculations to document the design conclusions reached during the development of the contract plans as requested by the COUNTY. Such design notes, data, and computations shall be scanned and delivered electronically in a format specified by COUNTY, fully titled, numbered, dated, indexed and signed by the designer and the checker.
- 6.5 Quantities:** The CONSULTANT shall prepare all required summary of quantities sheets. This includes all efforts required to develop accurate quantities and the supporting documentation, including construction days when required.

7.0 ROADWAY PLANS:

The CONSULTANT shall prepare the plan sheets necessary to convey the intent and scope of the project for the purposes of construction in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The determination of the necessary plans sheets shall be by the COUNTY.

- 7.1 Environmental Detail Sheets:** Preparation of detail sheets for potential environmental issues such as, underground fuel tanks and monitoring wells, septic tanks within the proposed right of way. All piping and pumps in association with the above referenced issues shall also be located and identified by the survey. The CONSULTANT shall relay to the COUNTY and relevant Regulatory Agencies any findings of contaminated soil, monitoring wells, or any features (particularly springs or sinks) relating to contamination

or hazardous material.

8.0 DRAINAGE ANALYSIS:

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable COUNTY, State and Federal manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT shall concurrently fully coordinate with the appropriate permitting agencies and the COUNTY.

9.0 UTILITIES:

Utility coordination will be addressed by the CONSULTANT unless otherwise stated.

10.0 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES:

The CONSULTANT shall notify the COUNTY and other appropriate personnel in advance of all scheduled permit related meetings with any regulatory agency to allow the COUNTY representative to attend. Notification shall include copying the COUNTY on all related correspondence.

10.1 Preliminary Project Research: The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

10.2 Complete and Submit All Required Permit Applications: The CONSULTANT shall prepare permit packages as required by the COUNTY and applicable permitting agencies.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project. The CONSULTANT will complete field survey or agency required forms (such as SRWMD ERP application, the US Army Corps of Engineers (USACE) "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Approved Jurisdictional Determination Form"; UMAMs, Biodiversity Matrix review, Cultural Resource Assessment and/or project specific data forms, as required) for use in Permit Applications.

The CONSULTANT shall prepare each permit application for COUNTY approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

The CONSULTANT will submit all permit applications, as directed by the COUNTY with the COUNTY responsible for payment of all permit fees.

10.3 Contamination Impact Analysis: The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for any changes to the project and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

11.0 STRUCTURES-SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS:

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions of each TWO.

The CONSULTANT shall provide Design Documentation to the COUNTY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements and be neatly and logically presented at the COUNTY's request. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

In accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, CONSULTANT shall analyze and prepare plans for the following:

STRUCTURES - MISCELLANEOUS
SIGNING AND PAVEMENT MARKING
SIGNALIZATION
LIGHTING

12.0 PROJECT REQUIREMENTS:

- 12.1 Key Personnel:** The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.
- 12.2 Progress Reporting:** The CONSULTANT shall meet with the COUNTY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the COUNTY approves the monthly progress report and the payout curve or with earned value analysis. The COUNTY will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.
- 12.3 Professional Endorsement:** The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, technical special provisions, and plans as required by the COUNTY and/or the State of Florida standards as applicable. CONSULTANT shall clearly identify the Engineer of Record in responsible charge of each TWO.
- 12.4 Coordination with Other Consultants:** The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

13.0 INVOICING INSTRUCTIONS:

- 13.1** Payment for the work accomplished shall be in accordance with the TWO. The COUNTY and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished

and accepted by the COUNTY.

- 13.2** Monthly invoices shall be submitted to the COUNTY in a format and distribution schedule defined by the COUNTY, no later than the 20th day of the following month. Invoicing shall include project reference information, itemized tasks and charges and dates of service.
- 13.3** If the monthly invoice cannot be submitted on time, notify the COUNTY prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the CONSULTANT Project Principal or Senior Project Engineer shall notify the COUNTY via e-mail of the total delay in calendar days and the reason(s) for the delay(s).
- 13.4** All invoices shall be submitted in both electronic and hard copy versions in the format acceptable to the COUNTY. The COUNTY's must receive hard copy original documentation for final payment approval, electronic formats will be not be solely acceptable for invoicing.
- 13.5** All charges to the individual project will end no later than ten (10) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the COUNTY. A Final Invoice will be submitted to the COUNTY no later than the 30th day following Final Acceptance of the individual project or as requested by the COUNTY.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL TO ADVERTISE PROPOSED REQUEST FOR QUALIFICATIONS SOLICITATION FOR PROFESSIONAL CONSTRUCTION ENGINEERING & INSPECTION SERVICES UNDER THE TERMS OF A CONTINUING CONTRACT.

MEETING DATE REQUESTED:

August 20, 2019

Statement of Issue:

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Engineering Services be solicited as a Request for Qualifications for continuing contracts and for those projects that will meet or exceed specified thresholds within the statute.

Recommended Action: The Board should approve advertisement of the proposed Request for Qualifications solicitation for Professional Construction Engineering & Inspection Services.

Fiscal Impact: EXPECTED TO BE 4~8% OF PROJECT COST BASIS

Budgeted Expense: YES

Submitted By: ENGINEERING DEPARTMENT **Contact:** COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Engineering Services be solicited as a Request for Qualifications for continuing contracts and for those projects that will meet or exceed specified thresholds within the statute. In accordance with this requirement, the Board originally advertised a Request for Qualifications for Engineering Services in 2009 that resulted in a contractual relationship with CHW, Inc. and Dewberry|Preble Rish. Those contracts included provisions to provide both General Engineering and Construction Engineering & Inspection services. The five-year term contracts are due to expire September 2019. During that term, Staff utilized both CHW and Dewberry to perform Construction Engineering & Inspection services on Florida Department of Transportation Small County Road Assistance Program and Small County Outreach Program projects.

The included solicitation package identifies the submission criteria, evaluation criteria and a sample contract for the successful firm(s) for the Boards review. Staff recommends that the Board approve the proposed solicitation to provide Professional Engineering Services.

Options:

- 1) Approve the proposed Request For Qualifications solicitation.
- 2) Revise the proposed Request For Qualifications solicitation.
- 3) Reject the proposed Request For Qualifications solicitation, state reasons for denial.

Attachments:

Proposed Request for Qualifications package



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

GENERAL CONSIDERATIONS

1. Statements of Qualifications must be submitted by mail or in person to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
2. Responders, who elect to send sealed Statements of Qualifications via overnight express, must send them to the physical address of: Clerk of Court, 1st floor Courthouse, Suite 102, 108 North Jefferson Street, Perry, Florida 32347.
3. Statements of Qualifications 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.
4. Once opened no Statement of Qualification may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
5. It is the responsibility of the Responders to fully understand and follow all conditions and specifications contained in this request.
6. The Respondent shall be licensed to work in Taylor County, Florida on all areas of work outlined in this proposal.
7. Statements of Qualifications must include a completed Florida Public Entity Crimes Statement as required by F.S. §287.133 (3) (a).
 - a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
8. Statements of Qualifications must include a completed Drug Free Work Place Statement as outlined by F.S. §287.087.

9. Statements of Qualifications must include a completed Truth-In-Negotiation Certificate as outlined by F.S. §287.055.
10. All Statements of Qualifications require a current Certificate of Insurance listing Taylor County as an “Additional Insured” and the following coverages on the respondent: \$1,000,000 Errors and Omissions, \$1,000,000 General Liability and Workers’ Compensation Insurance. Alternatively, Respondents may provide a sworn statement from an insurance agent, verifying that if the Respondent is awarded the bid, Certificates of Insurance will be issued to the Respondent in the amounts required within thirty (30) days of the acceptance of the proposal. Additionally, all proposed subcontractors shall be insured under the Respondent’s policies. All coverages for subcontractors shall be the same as the requirements stated herein.
11. Responders shall include certification information showing Workers’ Compensation Insurance/Exemption on all employees working on the project. Workers’ Compensation exemptions will be accepted upon providing a current exemption certificate, Articles of Incorporation, and a signed Taylor County Workers’ Compensation Hold Harmless Agreement.
12. Any Respondent, who does not furnish the required insurance documents within thirty (30) days after acceptance of the proposal, is hereby advised that the award will be rescinded and offered to the next highest ranked Respondent who meets all proposal specifications.
13. The County encourages DBE and small business firms to compete for professional services projects, and also encourages all other firms to use DBE and small business consultants as subconsultants. However, use of DBE and small business subconsultants is not mandatory and no preference points will be given during the selection process for DBE and/or small business participation.
14. Typical Scope of Services: The types of projects for which CEI Task Work Orders may consist of, but will not necessarily be limited to, Construction of Roadways, Bridges and related components, Site Development, Recreational Facilities, and any combination thereof. Such services may be for Taylor County in-house projects and/or Consultant designed projects.

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____ (Engineer), 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 Workers' Compensation exemption and Owner having agreed for Engineer to proceed with the following project, to-wit:

*Construction Engineering & Inspection Services
Taylor County, Florida*

*For a term
through September 30, 2024 (if fully renewed)*

The term Engineer 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, its directors, employees, attorney(s), and designated representatives

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

4. Engineer 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.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 584-2433 Fax

NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes §287.055, et seq. and the policies and procedures of Taylor County is soliciting sealed statements of qualifications from qualified professional engineering firms that are interested in providing construction engineering & Inspection services for various planning, grants and public works projects that require studies, design, plan production, and construction inspection/management services.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "***Sealed SOQ for Taylor County, Florida, Continuing Contract for Construction Engineering & Inspection Services***" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on September 13, 2019. **All SOQs MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** SOQs will be opened and respondents announced at 9:xx P.M. local time, or as soon thereafter as practical, on September 17, 2019, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

SOQ information may be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506 or downloaded from the Taylor County web site: http://www.taylorcountygov.com/government/county_bids/index.php.

The County reserves the right, in its sole and absolute discretion, to reject any or all SOQs, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFQ process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed SOQs will be accepted.**

Additional information may be obtained from:

Taylor County Engineering Department
201 East Green Street
Perry, FL 32347
(850) 838-3500, Ext 4.

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

5. Engineer 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 _____

COUNTY OF _____

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 _____.

TRUTH-IN-NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Taylor County Board of County Commissioners (COUNTY) requests that the CONSULTANT execute this certificate and include it with the submittal of the Respondent's Proposal, or as prescribed in the contract advertisement.

The CONSULTANT hereby certifies, covenants, and warrants that wage rates and other factual unit cost supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONSULTANT further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the COUNTY, whichever is later.

Respondents Signature

Respondents Printed Name

Respondents Title

Date

DRUG FREE WORKPLACE FORM

The undersigned in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Individual/Business/Consultant)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Individual/Business/Consultant complies fully with the above requirements.

Respondents Signature

Respondents Printed Name

Respondents Title

Date

**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 the 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
name 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 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)

_____ 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)

(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: _____

CONSTRUCTION ENGINEERING & INSPECTION SERVICES

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes § 287.055, et seq. and the policies and procedures of Taylor County, is soliciting sealed statements of qualifications from qualified professional engineering firms that are interested in providing Construction Engineering & Inspection (CEI) services.

The scope of work to be performed under Task Work Orders issued pursuant to a continuing services contract will consist of CEI services for projects that may include, but are not limited to, community parks, roadways, various trails, site development, recreational facilities, utility work, etc. Interested firms must be experienced in providing CEI services for projects of a scope and nature comparable to these and other types of past and present County projects.

1. **Contract Award:** In its sole and absolute discretion, the County may consider awarding continuing service contracts for General Engineering Services to up to three (3) firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the County shall consider such factors as the abilities of professional personnel, past performance, willingness to meet time and budget requirements, location, recent, current, and projected workloads of the firms, and the volume of work previously awarded to each firm by the County or other Counties, with the objective of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.
2. **Contract Term:** The contract for the requested services shall be a continuing service contract for CEI Services as defined in Section 287.055(2)(9), Florida Statutes. The contract will commence on the date of execution, shall remain binding for a maximum of five years, and end no later than September 30, 2024, or until such time it is terminated. No extensions beyond this term will be approved without written consent/approval of the County.
3. **Task Work Order Assignment Procedure:** Firms selected by the County will be given an opportunity to provide engineering services to the County on an as-needed basis in accordance with Task Work Orders issued by the County Engineering Department. Task Work Orders will include a brief description of the required task and project schedule. Each firm will be requested to provide a cost proposal and projected timeline for such Task Work Orders for consideration.
 - 3.1. By the end of five (5) work days of the request receipt, each firm shall e-mail (followed by mailing of the original) a proposal for requested work to the County Engineer. The County Administrator and/or a designee and the County Engineer will select the successful proposal and issue a purchase order to the selected firm for the work. The selection criteria will consider the proposal amount, project schedules, firm's capability in the type of service requested, and past performance. The County reserves the right in its sole and absolute discretion to award a task to

a firm that submits other than the lowest proposal amount for performing the task when deemed to be in the best interest of the County.

4. **Construction Process for Assigned Projects:** The County may wish to evaluate cost saving options for using County labor forces and equipment, a General Contractor, or a Construction Management firm to construct certain projects. For those projects, the Consultant will be required to discuss the benefits/difficulties relative to cost with each option or a combination of these options. For each of these options, the selected firm should be prepared to provide construction administration and oversight services reviewing change orders, shop drawings and submittals for each proposed phase of construction.
5. **Licensure and Credentials:** Firms selected by the County shall be a licensed Professional Engineering business in accordance with Florida State law and be familiar, at a minimum, with applicable State of Florida, Suwannee River Water Management District, Florida Department of Transportation, Florida Department of Environmental Protection, United States Army Corp of Engineers and Taylor County Code of Ordinances, regulations and laws. Use of insured and qualified sub-consultants for specialty work is acceptable.
6. **Construction Engineering & Inspection Services:** CEI services will require the following minimum requirements and Florida Department of Transportation, Construction Training Qualification Program certifications. A higher qualified individual may be substituted, at no additional cost to the County. Where possible, inspection events that include inspection of more than one type of construction activity shall utilize an inspector that is competent in all areas to eliminate the need for additional staff on-site.
 - 6.1. **Asphalt Paving Level II Inspector** shall perform Verification tests, measurements and inspections as an authorized representative of the County. This individual is responsible for performing analysis and control of the quality of the product, can determine the coordination of production/paving operations, quality pay factors and understands the intent of statistically based quality control specifications (consistency, variability, data interpretation and random sampling). It shall be the Verification Technician's responsibility to notify the County before paving activities begin. The County will generate the Random Numbers Sampling Plan and forward the Random Numbers Sampling Plan to the Verification Technician. The Verification Technician will then be responsible for communication with the Plant QC Technician regarding the Random Numbers Sampling Plan. The VT shall perform testing and inspection as directed in Section 330, 334, 337 and other applicable asphalt specifications of the FDOT Standard Specifications for Road and Bridge Construction within the allotted timeframe. An Asphalt Paving Level I Inspector, under the supervision of an Asphalt Paving Level II Inspector, may be utilized to perform testing.
 - 6.2. **Certified Intermediate Maintenance of Traffic Person** shall oversee and verify the Construction Contractor's proper use and setup of the necessary maintenance of traffic items as indicated in the respective FDOT Standard Index. This person will document and report all findings to the Project Engineer.
 - 6.3. **Concrete Field Level I Inspector** competent in interpreting plans and

specifications for the inspection of concrete structures. Inspector shall verify all structures are constructed per project construction plans, FDOT Index and that all measurements are within tolerance as specified in the FDOT Standard Specifications for Road and Bridge Construction, and all applicable Supplemental Specifications and/or Technical Special Provisions prior to any concrete placement.

- 6.4. **Earthwork Level II Inspector** shall perform Subgrade and Base Inspections. Qualified personnel shall oversee Contractor's required testing; have knowledge of the density theory, road preparation, and the FDOT Standard Specifications for Road and Bridge Construction. The inspector shall verify that the width and depth of each course are constructed per the construction plans and that the measurements are within the tolerances specified. When required by the plans, verify vertical grade a minimum of every 50 feet in typical crown sections and every 25 feet in curves, super elevations or transition sections. Grades shall be within the tolerances specified by the FDOT Standard Specifications for Road and Bridge Construction. An Earthwork Level I Inspector, under the supervision of an Earthwork Level II Inspector, may be utilized to perform testing.
- 6.5. **Asphalt Paving Level II Inspector** shall perform all inspections and oversight during the milling and paving operations. Qualified personnel shall inspect the milling and asphalt pavement construction (paving and compaction) to ensure that the Construction Contractor follows the construction plans, project specification requirements, good construction practices and proper equipment operation necessary to mill, place and compact a Superpave mixture which will meet requirements for smoothness, uniformity, density, cross slope, temperature, and mix spread rate.
- 6.6. **Reporting:** Inspector(s) shall be required to submit weekly reports to the County no later than the Tuesday following the weekly oversight and inspections. The weekly reports will include but are not limited to:
- 6.6.1. Daily Construction and Inspection Activities Reports/Logs
 - 6.6.2. Provide stationing of Project where the Construction Contractor is actively working
 - 6.6.3. Provide % Project Completion
 - 6.6.4. Provide MOT and Erosion Control Review
 - 6.6.5. Report all deficiencies and areas of concern along with the Corrective Actions taken to resolve deficiencies

QUALIFICATION QUESTIONNAIRE

Responses to each of the following topics must be limited to a maximum of one page (12 pt type). However, should further clarification of examples be necessary, an appendix may be added to the back of the proposal provided it is properly referenced within the one-page description. Unreferenced or poorly organized appendices will not be considered. A Current Standard Form 330 may be used to provide the respective information

1. **Project Understanding:** Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed.
2. **Project Team:** List in detail the members of your project team and the expertise each will bring to the project. Include all current licensure and that of any proposed specialty work sub-consultant(s). If applicable, include State of Florida Minority Business Enterprise Certification(s) as defined by the Florida Statutes and Minority Business Assistance Act of 1985. More than one page will be allowed for response to this question.
3. **Taylor County Work:** List any and all projects that your firm has completed, or that are in progress at the present time, for Taylor County within the last five (5) years. This project history should include projects in which your firm was the prime consultant, a joint consultant or a sub-consultant.
4. **Past Experience:** Summarize previous projects your firm has completed that are similar in nature and scope to the proposed scope of services. Specify your firm's role, responsibilities, and the outcome of the CEI services you provided. Include discussion regarding any issues and how your firm addressed/resolved them.
5. **Location:** Describe how the location of your project team may benefit the County as it specifically relates to the completion of the scope of services.
6. **Quality/Cost Controls:** Describe how you would propose to control the quality and cost of a comparable to those types listed within the scope of services. In the event of an undesirable or unacceptable work product, what actions would you take to remedy these conditions in a timely manner? What steps will your firm take to ensure that a project is completed in a timely manner?
7. **Workload:** Comment on your firm's current workload and how it will or will not affect potential project Task Work Orders.
8. **Qualification Summary:** Summarize what you consider are the qualifications of your firm and/or team that make you the most qualified firm to provide Taylor County CEI Services as described within this solicitation. Consider those areas addressed within the Evaluation/Selection criteria. Disclose any potential conflict of interest that your firm may have due to other clients, contracts or property interests in providing CEI Services to the County.

EVALUATION / SELECTION OF PROPOSALS

A Selection Review Committee will evaluate all proposals received and;

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with up to three firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation Certificate as defined in Florida Statutes, 287.055. Selection as best qualified will be based on the following considerations:

No.	Evaluation Criteria	Points
1	Did the firm follow submittal requirements and clearly demonstrate an understanding of the purpose for the Request for Qualifications	10
2	Qualifications of personnel assigned	10
3	Women and minority participation	
4	Geographic location of the firm, including permanent office of designing engineer and project management team	
5	Current workload and potential effect on project schedule/deliverables	10
6	Past record of professional accomplishments	25
7	Financial viability and responsibility	
8	Firm's reputation and competence, including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects	
9	Familiarity with anticipated project areas/scope of work required	20
10	Previous project experience with programs similar in size and scope	15
11	Firm's capability to meet project/deliverable schedules and timing	
12	Willingness to meet budget requirements	10
13	Ability to observe and advise whether construction complies with plans and specifications	
14	Demonstrated expertise and experience in project management, coordination and utilizing various design software	
15	Total	100

2. Review of all responses to the Request for Qualifications received will proceed as follows:
 - 2.1. The Review Committee will review all written documents submitted.
 - 2.2. The Review Committee's ranking of prospective Consultants shall be based on the Evaluation / Selection criteria listed above.
 - 2.3. The Review Committee may request oral presentations from the prospective Consultant when establishing the recommended priority or short list. Consultants will be notified of dates and times of any interviews.
 - 2.3.1. Presentations shall be specific to the possible scope of work and shall demonstrate an awareness of typical issues, explanation of the project approach, and plans of team staffing. A maximum time limit of 15 minutes

shall be allowed for the oral presentation. An additional maximum time limit of 30 minutes shall be allowed for Q&A following the oral presentation. Approximately 5 minutes each is allowed for set-up and breakdown. Set-up and breakdown are not included in the time limit for oral presentation for Q&A. Questions can both be standard (asked of all Consultants) and clarifying (related to a point addressed by a Consultant in their oral presentation).

2.3.2. Attendance at the oral presentation by the Consultant's proposed project manager is strongly recommended. Inclusion of lead personnel proposed for the team is also encouraged. Each Consultant is limited to a maximum of 5 representatives in attendance including both the Consultant and Sub-Consultant team members. Switching of participants in the oral presentation room is not permitted. The County representatives in attendance will at a minimum be the members of the Review Committee and a possible oral presentation facilitator.

2.3.3. Shortlisted Consultants will be instructed that any handouts to be submitted at the oral presentation (leave-behinds) will be restricted to copies of slides from the PowerPoint presentation. The number of slides to be included in the PowerPoint presentation is limited to 25. Shortlisted firms should number the slides included in the presentation. The leave-behinds shall not include any additional documentation other than the slides to be presented in the actual oral presentation. The leave behind slide presentation will be limited in size to 8.5" x 11". Consultants shall also leave behind one USB Flash drive containing the PowerPoint slides. Consultants will be assessed/scored based on the information verbally communicated in the oral presentation. The Review Committee is not obligated to review slides after an oral presentation has occurred.

2.3.4. Unless otherwise approved by the County or their designee, the Consultants are advised that videos and computer animations may not be used in the oral presentation. However, any other media may be used.

2.3.5. Consultants are permitted to refer to paper notepads or index cards with notes during their oral presentations. The notes will not be reviewed or evaluated by the Review Committee.

3. Negotiations between the County and the priority Consultants (the Consultants ranked highest on the Board approved short list) will proceed as follows:

3.1. Negotiations may be conducted by the Board of County Commissioners or at the pleasure of the Board, by the County Administrator, the County Engineer and the County Attorney (Review Committee)

3.2. Negotiations will be held with the first Consultant on the priority list

3.3. If no tentative agreement can be reached with the first Consultant, then negotiations

will commence with the second vendor on the short list

- 3.4. If no tentative agreement can be reached with the second Consultant, then negotiations will commence with the third Consultant
- 3.5. If no tentative agreement is reached with the third Consultant, then the County shall consider establishing a new short list from among the other proposals submitted
- 3.6. Taylor County reserves the right to negotiate with one or more Consultants for these services
4. The Board shall approve the terms, conditions and costs associated with a Task Work Order and/or the overall contract for services. Upon the successful negotiation of an agreement, a formal contract will be prepared and submitted to the County Commission for approval, and executed by both parties. A sample contract for the requested services is included in the solicitation.
5. Any cost to prepare a response to this solicitation and any subsequent presentation/interviews are solely that of the consultant and the County assumes no responsibility for such cost incurred by the Respondent.
6. Direct one-on-one contact with any of the Board of County Commissioners members, the County Administrator, the County Engineer, or the County Attorney is not allowed during the short listing process unless initiated by the County to request specific information that will assist in understanding information submitted in a proposal.
7. The County reserves the right to accept or reject any or all submittals that it may, in its sole and absolute discretion, deem unresponsive, or waive technicalities which best serves the overall interests of the County. The County Commission's decision on these matters shall be final.
8. The County reserves the right, before awarding a contract, to require a Respondent to submit such evidence of its qualifications, as it may deem necessary. The County shall be the sole judge of the competency of Respondents.

SAMPLE CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This CONTRACT made and entered into this ____ day of _____, _____, by and between TAYLOR COUNTY, hereinafter referred to as the "COUNTY" and _____, a Florida _____, whose mailing address is _____ (herein referred to as "CONSULTANT").

RECITALS

The COUNTY desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The PROFESSIONAL SERVICES will include:

Construction Engineering & Inspection Services as more thoroughly described in Exhibit A.

The COUNTY has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the COUNTY has selected the CONSULTANT to provide consulting services, when and as-needed, and when as requested by the COUNTY, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the CONSULTANT shall perform services with respect to projects only when, requested and authorized in writing by the COUNTY and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the CONSULTANT for each separate project to be negotiated between the COUNTY and the CONSULTANT and be defined and embodied in a separate Task Work Order to be sequentially numbered beginning with Task Work Order _____. Each Task Work Order shall include and shall incorporate in it all of the general provisions of the CONTRACT, together with such items and provision as may be mutually agreed upon by the parties as to each Task Work Order.

The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform professional services to the COUNTY when and as needed, but is subject to being terminated as provided for in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:

- 2.1. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be dully authorized to act on the COUNTY's behalf relative to this Contract.
- 2.2. **"CONSULTANT"** means the firm of _____, which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Work Order.
- 2.3. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the CONSULTANT and its employees, and any and all sub-Consultants that the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Work Orders thereto.
- 2.4. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the CONSULTANT or sub-Consultant in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Work Orders thereto. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the CONSULTANT and any sub-Consultant.
- 2.5. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the CONSULTANT:** The COUNTY hereby engages the CONSULTANT to provide the COUNTY with professional services with respect to any County Project, which from time to time, the COUNTY may request the CONSULTANT to perform.
4. **Professional Services:** The CONSULTANT agrees to and shall render and perform such professional services as more fully detailed in Exhibit A to this Agreement, in accordance with the terms and conditions of the Contract and any and all Tasks Work Orders when and as requested by the COUNTY.
5. **Request for Specific Services:** The CONSULTANT shall perform no services to the COUNTY until specifically requested to do so by the COUNTY. Each request for services to be rendered and performed by the CONSULTANT shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONSULTANT for such separate project to be negotiated and agreed upon between the COUNTY and the CONSULTANT and defined by and embodied in a separate Task Work Order. Each Task Work Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the COUNTY and the CONSULTANT.

6. **Compensation and Method of Payment:** The COUNTY agrees to pay the CONSULTANT compensation for its services rendered to the COUNTY for each specific services requested by the COUNTY in an amount and method negotiated between the COUNTY and the CONSULTANT, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated _____) or any other method as provided for in each Task Work Order. The contract will have a cumulative amount limit of \$1.5 million.
7. **Insurance:** The CONSULTANT agrees to and shall procure and maintain insurance during the term of the CONTRACT as follows:
 - 7.1. Comprehensive General Liability insurance covering as insured the CONSULTANT and the COUNTY with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
 - 7.2. Workers' Compensation insurance for the benefit of the employees of the CONSULTANT, as required by the laws of the State of Florida;
 - 7.3. Professional Liability insurance for "Errors and Omissions" covering as insured the CONSULTANT with not less than a \$1,000,000.00 limit of liability.
 - 7.4. Before commencing any work under this Contract, or any Task Work Order, the CONSULTANT shall furnish to the COUNTY a certificate or certificates in a form satisfactory to the COUNTY showing that the CONSULTANT has complied with the requirements of insurance under this Section. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the COUNTY.
8. **Indemnity:** The CONSULTANT agrees to and shall indemnify, and hold harmless the COUNTY and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the CONSULTANT or its agents, employees, or sub-contractors. The CONSULTANT is not required hereunder to indemnify and hold harmless the COUNTY, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in the CONTRACT.
9. **Liability:** The CONSULTANT shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the COUNTY caused by the errors, omissions or negligence of the CONSULTANT, or by any sub-Consultant engaged by the CONSULTANT in providing, performing and furnishing services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto, and for any and

all damages, losses, and expenses to the COUNTY arising out of the CONSULTANT's negligent performance of any of its obligations contained in the CONTRACT and any and all Task Work Orders thereto. The CONSULTANT shall be liable and agrees to be liable for an shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the CONSULTANT's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the CONSULTANT during the providing, performing and furnishing of services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto. Nothing in this agreement shall be construed as a waiver of the COUNTY's sovereign immunity as provided for under Chapter 768 Florida Statutes.

10. **Licenses:** The CONSULTANT agrees to and shall obtain and maintain throughout the period that the CONTRACT is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to the CONTRACT and any and all Task Work Orders thereto.
11. **Personnel:** The CONSULTANT agrees that when the services to be provided under this Contract, or any Task Work Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the CONSULTANT will employ and retain the services of such qualified persons to render the services to be provided pursuant to the CONTRACT and/or all Task Work Orders thereto.
12. **Timely Accomplishment of Services:** The CONSULTANT agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of the CONTRACT so that all professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
13. **Standards of Professional Service:** The CONSULTANT agrees to provide and perform the professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the COUNTY, and by any sub-Consultant engaged by the CONSULTANT.
14. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to the CONTRACT and all Task Work Orders that each and every provision of law required to be inserted in the CONTRACT and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then the CONTRACT shall,

upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

15. **Independent Contractor:** It is understood and agreed that the CONSULTANT is an independent contractor with no express or implied authority to act for or to obligate the COUNTY, except as specifically provided for in the CONTRACT.
16. **Documents:** Original project documents prepared by the CONSULTANT under the CONTRACT and all Task Work Orders are, and shall remain, the property of the COUNTY, and shall be delivered to the COUNTY upon final completion or termination of the project covered by any specific Task Work Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the CONSULTANT pursuant to this Contract and any specific Task Work Orders are instruments of service in respect to the project and the COUNTY shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the CONSULTANT. Any reuse will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT.
17. **Approval of Plans and Documents by the COUNTY Not Deemed Release:** Approval of the COUNTY of any plans, drawings, documents, specifications, or work prepared or provided by the CONSULTANT under the CONTRACT and any specific Task Work Order shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the COUNTY for any error or omission in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, its employees, agents, SUB-CONSULTANTS.
18. **Effective and Binding:** The CONTRACT shall not become effective or binding upon the COUNTY unless and until the COUNTY Commission shall have authorized its execution and any subsequent Task Work Order(s).
19. **Controlling Law:** The CONTRACT is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the COUNTY and the CONSULTANT arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
20. **Public Entity Crimes:** CONSULTANT and any affiliate person must notify the COUNTY within 30 days after a conviction of a public entity crime applicable to CONSULTANT, its employees, agents, sub-Consultants or an affiliate. The COUNTY shall transmit all information relating to a person having been convicted of a public entity crime to the Florida Department of Management Services in writing within 10 days.

21. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the CONTRACT, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
22. **Grant Funds:** It is anticipated that the COUNTY may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The CONSULTANT agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the COUNTY.
23. **Non-Exclusive Contract:** The parties hereto agree that the CONTRACT is non-exclusive and the COUNTY has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the COUNTY and the CONSULTANT are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
24. **Successors and Assigns:** Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) the CONTRACT with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder. Nothing under the CONTRACT shall be construed to give any rights or benefits in the CONTRACT to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. It is understood and agreed that the COUNTY shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.
25. **Special Provisions:** It is further mutually agreed by the parties hereto that the CONSULTANT shall proceed to furnish services in any phase of the project under the terms heretofore provided in the CONTRACT, after Notice to Proceed has been given by the COUNTY to commence services on any County Project identified in any Task Work Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The CONSULTANT agrees that the COUNTY and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to any specific grant program or specific project under any Task Work Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the COUNTY makes final payment and all other pending matters are closed. The CONSULTANT has a "drug-free workplace" program, which will remain in effect.

26. **Term of Contract:** The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform services to the COUNTY when and as needed and requested by the COUNTY and shall commence on the date of execution, shall remain binding for a maximum of five years, and end no later than September 30, 2024, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the COUNTY.
27. **Termination:** The failure of either party to comply with any provision of the CONTRACT shall place that party in default. Prior to terminating the CONTRACT, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
 - 27.1. The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the COUNTY to the CONSULTANT.
 - 27.2. The COUNTY may terminate a Task Work Order or the CONTRACT without cause by first providing at least thirty (30) days written notice to the CONSULTANT prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.

- 27.3. In the event funds to finance a Task Work Order or the CONTRACT become unavailable, the COUNTY may terminate the Task Work Order or CONTRACT with no less than twenty-four hours notice in writing to the CONSULTANT. The COUNTY shall be the final authority as to the availability of funds. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.
- 27.4. After receipt of a termination notice from COUNTY and except as otherwise directed by the COUNTY, the CONSULTANT shall:
- 27.4.1. Stop work on the date and to the extent specified.
- 27.4.2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 27.4.3. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY and it shall be the sole property of the COUNTY.
- 27.4.4. Continue and complete all parts of the work that have not been terminated.
28. **Entire Agreement:** The CONTRACT constitutes the entire agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
29. **Parties Bound:** The CONTRACT shall be binding upon and shall inure to the benefit of the COUNTY and Consultant, their successors and assigns.
30. **E-Verify System – U.S. Division of Homeland Security:**
- 30.1. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the CONSULTANT during the term of the CONTRACT; and
- 30.2. CONSULTANT shall expressly require any subcontractors performing work or providing services pursuant to the state contract likewise utilize the U.S. Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract.
31. **Federal Requirements:**
- The following terms apply to this Agreement for any such Project or Task Work Order(s) which involves the expenditure of federal funds:
- 31.1. It is understood and agreed that all rights of the COUNTY and the Florida Department of Transportation (FDOT), when applicable, relating to inspection, review, approval,

patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

- 31.2.** It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- 31.3.** Certification of Eligibility: The CONSULTANT's participating in COUNTY projects are required to indicate their eligibility by certifying that CONSULTANT, nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or Agency by completing FDOT Form No. 375-030-32 and subsequently submitting through FDOT's LAPIT system.
- 31.4.** Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the CONTRACT.
- 31.5.** Nondiscrimination: The CONSULTANT, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, gender, age, disability, religion or family status in the selection and retention of SUB-CONSULTANTS, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations.
- 31.6.** Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, gender, age, disability, religion or family status.
- 31.7.** Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, FDOT, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the COUNTY,

FDOT, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- 31.8. Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the COUNTY and/or FDOT shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

31.8.1. withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

31.8.2. cancellation, termination or suspension of the contract, in whole or in part.

- 31.9. Incorporation of Provisions:** The CONSULTANT will include the provisions of Sections 31.4 through 31.8 in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the COUNTY, FDOT, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUB-CONSULTANT or supplier as a result of such direction, the CONSULTANT may request the COUNTY and the FDOT to enter into such litigation to protect the interests of the COUNTY and FDOT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- 31.10. Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

- 31.11. Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- 31.12. Certification For Disclosure of Lobbying Activities:** CONSULTANTS participating in COUNTY projects are required to indicate their compliance with the provisions and restrictions concerning Lobbying Activities on Federal-Aid Contracts by completing both FDOT Form No. 375-030-33 and Form No. 375-030-34 and subsequently submitting through FDOT's LAPIT system.

31.13. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the CONSULTANT and any SUB-CONSULTANT or contractor.

31.13.1. The CONSULTANT, SUB-CONSULTANT, or sub-recipient shall not be discriminated on the basis of race, color, gender, religion, age, disability, marital status or national origin in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

31.13.2. CONSULTANTS participating in COUNTY projects are required to indicate their intention regarding DBE and non-DBE small business participation by way of FDOT Form No. 375-030-83. The completed form shall note the expected percentage of contract fees to be utilized by “DBE’s” and “non-DBE small businesses”. The “DBE” and “non-DBE small business” SUB-CONSULTANT and their respective types of work shall be provided on this form.

31.13.3. Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the FDOT in this endeavor, CONSULTANT should have already submitted their Bid Opportunity List through the FDOT’s Equal Opportunity Compliance System found at the following link (<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>). If you have not yet completed your bid opportunity list through this online application, please do so at this time. Prime Consultants can obtain access to the new EOC system by filling out the Contractors and Consultants New Users Access Form. Please complete the form and submit it to EOOHelp@dot.state.fl.us.

31.13.4. CONSULTANT must enter project DBE commitments in the Equal Opportunity Compliance System after contract execution. Also, if supplemental agreements are awarded as part of the project, DBE commitments must also be reported for those agreements.

31.14. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

31.15. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the COUNTY in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the COUNTY. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

31.16. The COUNTY hereby certifies that neither the CCONSULTANT nor the CONSULTANT's representative has been required by the COUNTY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

31.16.1. employ or retain, or agree to employ or retain, any firm or person, or

31.16.2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

31.17. The CONSULTANT hereby certifies that it has not:

31.17.1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract;

31.17.2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

31.17.3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

31.18. The CONSULTANT further acknowledges that this agreement will be furnished to the COUNTY, the FDOT and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

32. Public Records

32.1. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is acting on behalf of a public agency the CONSULTANT shall:

- 32.1.1.** Keep and maintain public records that ordinarily would be required by the COUNTY in order to perform the services being performed by the CONSULTANT. Records must be maintained for no less than five years after the latter of the expiration or termination of this CONTRACT or the date of final payment for a specific TWO agreement.
- 32.1.2.** Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 32.1.3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 32.1.4.** Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.
- 32.1.5.** Failure by the CONSULTANT to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement by the COUNTY. The CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COUNTY a copy of the CONSULTANT's response to each such request.
- 32.1.6.** If CONSULTANT fails to provide public records to the COUNTY within a reasonable amount of time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TAYLOR COUNTY, FLORIDA

Witness

By: _____

PAM FEAGLE,
Chairperson

Print

ATTEST:

ANNIE MAE MURPHY, Clerk

Signed, sealed and delivered
In the presence of:

Witness

By: _____

Print

Print

Witness

(SEAL)

Print

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

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1.0 PURPOSE:

2.0 SCOPE:

2.1 FDOT Work Classifications:

3.0 LENGTH OF SERVICE:

3.4 The anticipated letting schedules and construction times for the projects will be determined as projects are identified.

4.0 DEFINITIONS:

- 4.1 **Agreement:** The Professional Services Agreement between the COUNTY and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- 4.2 **Contractor:** The individual, firm, or company contracting with the COUNTY for performance of work or furnishing of materials.
- 4.3 **Construction Contract:** The written agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- 4.4 **CONSULTANT:** The Consulting firm under contract to the COUNTY for administration of Design, Specification and Plan Preparation services.

5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:

- 5.1 The COUNTY, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 5.1.1 Construction Plans,
 - 5.1.2 Specification Package,
 - 5.1.3 Copy of the Executed Construction Contract,
 - 5.1.4 Copy of the Executed Program Agreement, and

6.0 ITEMS TO BE FURNISHED BY THE CONSULTANT:

- 6.1 **COUNTY Documents:** All applicable COUNTY documents referenced herein shall be a condition of this Agreement. All documents, directives, procedures, and standard forms are available from the COUNTY or through the FDOT's Internet website, <http://www.dot.state.fl.us/construction/>.
- 6.2 **Office Automation:** Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.
 - 6.2.1 All computer coding shall be input by CONSULTANT personnel using equipment furnished by them.
 - 6.2.2 Ownership and possession of computer equipment and related software, which is provided by the CONSULTANT, shall remain at all times with the CONSULTANT. The CONSULTANT shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.
- 6.3 **Vehicles:** Vehicles shall be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the

CONSULTANT name clearly identified and prominently displayed.

- 6.4 Field Equipment:** Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

6.4.1 Hard hats shall have the name of the consulting firm visibly displayed.

6.4.2 Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

6.4.3 Handling of nuclear density gauges shall be in compliance with their license.

6.4.4 Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.4.5 Licensing for Equipment Operations: Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Department, upon request.

6.4.5.1 Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

7.1 For the duration of the Agreement, keep the COUNTY informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

7.2 Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

7.3 Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, Change Orders and Supplemental Amendments to the COUNTY for review and approval.

7.4 Any major change in the plans and contract provisions must have formal approval from the COUNTY in advance of their effective date. When an emergency or unusual conditions justify, the COUNTY may give tentative verbal approval in advance to such changes or extra work and ratify such approval with formal approval as soon after as practicable.

8.0 PERFORMANCE OF THE CONSULTANT:

8.1 During the term of this Agreement and all Supplemental Amendments thereof, the COUNTY or its designee or auditing agency such as the Federal Highway Administration (FHWA) may review various phases of CONSULTANT operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine

compliance with this Agreement and associated TWOs. Cooperate and assist COUNTY representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. COUNTY recommendations and CONSULTANT responses/actions are to be properly documented by the CONSULTANT. No additional compensation shall be allowed for remedial action taken by the CONSULTANT to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- 8.1.1 Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- 8.1.2 Immediately replace personnel whose performance has been determined by the Consultant, Local Agency Project Manager or the Department to be inadequate. The Consultant Action Request form for personnel approval shall be submitted to the Local Agency Project Manager and Department Program/Project Manager at least two weeks prior to the date an individual is to report to work.
- 8.1.3 Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- 8.1.4 Increase the scope and frequency of training of the Consultant personnel.

9.0 **REQUIREMENTS OF THE CONSULTANT:**

- 9.1 **General:** It shall be the responsibility of the CONSULTANT to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the Construction Contract. It shall be the responsibility of the CONSULTANT staff to monitor the Contractor's performance during the Construction Contract for compliance with all requirements of the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes.
 - 9.1.1 Observe the Contractor's reporting activities for contract compliance. Identify discrepancies, report significant discrepancies to the COUNTY, and direct the Contractor to correct discrepancies.
 - 9.1.2 Inform the COUNTY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.
- 9.2 **Contract Support:** Assist in coordinating the Construction Contract administrative activities of all parties involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the Department for failure of such parties to follow written direction issued by the Consultant.
 - 9.2.1 Services shall include maintaining the required level of review of the Contractor compliance activities to assure compliance with the specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all compliance activities and events relating to the project performance and

properly document all deficiencies. These services will include but are not limited to the following:

9.2.1.1 Attend a pre-service meeting for the Agreement and each TWO. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting request access to any needed systems.

9.2.1.2 Coordinate the EEO monitoring documentation as required (i.e. Labor Interviews)

9.2.1.3 Coordinate and facilitate effective communication with key COUNTY, Contractor, and Utility personnel

The level of review required will be determined by the COUNTY during the project kick-off meeting.

9.3 Survey Control: Check/Verify or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) ensure the Contractor can sufficiently make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

9.4 On-site Inspection: Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

9.5 Traffic Control: Monitor and inspect the project Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the COUNTY's procedure. CONSULTANT employees performing such services shall be qualified in accordance with the applicable procedures.

9.6 Sampling and Testing: Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. Provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

9.6.1 Determine the acceptability of all materials and completed work items on the basis of either test results, verification of a certification or applicable quality assurance reviews.

9.6.2 Sampling, testing and laboratory methods shall be as required by the COUNTY's Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

9.6.3 Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

- 9.6.4 Transport samples to be tested to the appropriate laboratory or appropriate COUNTY facility.
- 9.6.5 Input verification testing information and data into the COUNTY's database or the Florida Department of Transportation's database (LIMS or other system specified by the COUNTY) using instructions provided by the COUNTY.
- 9.7 **Engineering Services:** Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the CONSULTANT is not liable to the COUNTY for failure of such parties to follow written direction issued by the Consultant.
 - 9.7.1 Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:
 - 9.7.1.1 Attend a pre-service meeting for the Agreement. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting request access to any required systems.
 - 9.7.1.2 Schedule and attend a project close out meeting with the COUNTY. Provide appropriate staff to attend and participate in this meeting.
 - 9.7.1.3 Schedule and attend a meeting with the COUNTY prior to the Pre-construction Conference. Provide personnel proficient in the use of computers and scanner operation to obtain, record and document construction project information.
 - 9.7.1.4 Schedule and conduct a meeting with the COUNTY prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
 - 9.7.1.5 Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The CONSULTANT's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
 - 9.7.1.6 Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications.

Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

- 9.7.1.7** Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- 9.7.1.8** Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, Department's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including COUNTY owned facilities.
 - 9.7.1.8.1** Identify, review, and track progress of any COUNTY and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.
- 9.7.1.9** Produce reports, verify quantity calculations and field measurements for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the COUNTY to make timely payment to the Contractor.
- 9.7.1.10** Prepare and make presentations for meetings and hearings before the COUNTY's Dispute Review Board(s) or other dispute resolution entity designated by the COUNTY if the Construction contract calls for a Dispute Review Board or other dispute resolution body.
- 9.7.1.11** Prepare and make presentations for meetings and hearings before the COUNTY's Dispute Review Board(s) or other dispute resolution entity designated by the COUNTY if the Construction contract calls for a Dispute Review Board or other dispute resolution body.
- 9.7.1.12** Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with COUNTY procedures.
- 9.7.1.13** CONSULTANT shall provide appropriate personnel for surveillance of the Contractor's compliance with Construction Contract requirements. Such personnel is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. All related documents and correspondence must be accurate and kept up to date; all compliance reviews must be attended, the complete project files must be

furnished for review and assist the COUNTY as requested.

9.7.1.13.1 The CONSULTANT shall perform the field interviews, provide work space and supplies for project compliance files.

9.7.1.14 The COUNTY will provide Public Information Services.

9.7.1.15 Prepare and submit to the COUNTY monthly in an acceptable reporting format.

9.7.1.16 Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

10.0 PERSONNEL:

10.1 General Requirements: Provide qualified personnel necessary to efficiently and effectively carry out the responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the Department, the Department will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions. During the period of this Agreement, the Department or Local Agency may determine that additional staff is needed beyond the positions shown below. The qualifications and education of the additional positions will be determined as the need for the positions arise.

10.2 Personnel Qualifications: Provide competent personnel qualified by experience and education. Submit in writing to the COUNTY the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The FDOT Consultant Action Request form may be used for personnel approval requests and shall be submitted to the COUNTY at least two weeks prior to the date an individual is to report to work.

Personnel identified in the CONSULTANT technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the COUNTY. Staff that has been removed shall be replaced by the CONSULTANT within two week of COUNTY notification. Before the project begins, all project staff shall have all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the CONSULTANT's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the COUNTY and should occur as workload permits. Visit the training page on the FDOT State Construction Office website for training dates.

Minimum qualifications for the CONSULTANT personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and

the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the COUNTY's, FDOT's procedures, Specifications and Design Standards will be obtained. The County Engineer or designee will have the final approval authority on such exceptions.

Complex Category Two (CC2) Bridge Structures: Bridge structures that are complex and require advanced designs and construction engineering and inspection. The following structures are classified as CC2 bridge structures:

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)
- Post-tensioned Substructures (PTS)

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with COUNTY standards. Also must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:

None

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain

registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope or for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Post-tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

CTQP Final Estimates Level II

CERTIFICATIONS:

None

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering & inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN - High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

FDOT Intermediate MOT

CTQP Final Estimates Level I

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

FDOT Intermediate MOT

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

CEI INSTRUMENT PERSON - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

CEI ROD-MAN/CHAIN PERSON - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

CEI SECRETARY/CLERK TYPIST- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise

independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

- 10.3 Staffing:** Once authorized, the CONSULTANT shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the COUNTY has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the CONSULTANT while the Contractor is working. If Contractor operations are substantially reduced or suspended, the CONSULTANT will reduce its staff appropriately after notifying and receiving approval of COUNTY.

In the event that the suspension of Contractor operations requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

- 11.1 Quality Assurance Plan:** Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the COUNTY. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the CONSULTANT's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the COUNTY approves the CONSULTANT QA Plan.

- 11.1.1** Significant changes to the work requirements may require the CONSULTANT to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

11.1.1.1 Organization: A description is required of the CONSULTANT QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

11.1.1.2 Quality Assurance Reviews: Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

11.1.1.3 Quality Assurance Records: Outline the types of records which will be generated and maintained during the execution of the QA program.

11.1.1.4 Control of Subconsultants and Vendors: Detail the methods used to control subconsultant and vendor quality.

11.1.1.5 Quality Assurance Certification: An officer of the CONSULTANT firm shall certify that the inspection and documentation was done in accordance with the project specifications, plans, standard indexes, and

COUNTY procedures.

11.2 Quality Assurance Reviews: Conduct Quality Assurance Reviews every six months to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The reviews shall be submitted to the COUNTY in written form no later than one (1) month after the review.

11.2.1 On short duration CEI projects (nine (9) months or less), CONSULTANT shall perform an initial QA review within the first two (2) months of the start of construction.

11.2.2 On asphalt projects, CONSULTANT shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CONSULTANT staff.

11.2.3 The findings from the reviews may require more frequent reviews than those specified in this Agreement.

11.3 Quality Records: Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 PROJECT CLOSEOUT:

12.1 Prepare a Project/TWO Close Out package. If required, the COUNTY shall be responsible for forwarding the Local Agency Program Close Out package to FDOT.

13.0 AGREEMENT MANAGEMENT:

13.1 With each monthly invoice submittal, the CONSULTANT will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the CONSULTANT funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The CONSULTANT will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

13.2 When the CONSULTANT identifies a condition that will require an amendment to the Agreement, the CONSULTANT will communicate this need to the COUNTY for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the COUNTY for approval and further processing. The AR is to be submitted at such time to allow the COUNTY 12 weeks to process, approve,

and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions provided by the COUNTY.

- 13.3** The CONSULTANT is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the COUNTY.

14.0 INVOICING INSTRUCTIONS:

- 14.1** Payment for the work accomplished shall be in accordance with the TWO. The COUNTY and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.
- 14.2** Monthly invoices shall be submitted to the COUNTY in a format and distribution schedule defined by the COUNTY, no later than the 20th day of the following month. Invoicing shall include project reference information, itemized tasks and charges and dates of service.
- 14.3** If the monthly invoice cannot be submitted on time, notify the COUNTY prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the CONSULTANT Project Principal or Senior Project Engineer shall notify the COUNTY via e-mail of the total delay in calendar days and the reason(s) for the delay(s).
- 14.4** All invoices shall be submitted in both electronic and hard copy versions in the format acceptable to the COUNTY. The COUNTY's must receive hard copy original documentation for final payment approval, electronic formats will be not be solely acceptable for invoicing.
- 14.5** All charges to the individual project will end no later than ten (10) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the COUNTY.
- 14.6** A Final Invoice will be submitted to the COUNTY no later than the 30th day following Final Acceptance of the individual project or as requested by the COUNTY.

15.0 OTHER SERVICES:

- 15.1** Upon written authorization by the COUNTY's, the CONSULTANT will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the COUNTY to supplement the CONSULTANT services under this Agreement.
- 15.2** Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- 15.3** Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

15.4 Provide inspection services in addition to those provided for in this Agreement.

16.0 POST CONSTRUCTION CLAIMS REVIEW:

16.1 In the event the Contractor submits a claim for additional compensation and/or time after the CONSULTANT has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

17.0 CONTRADICTIONS:

17.1 In the event of a contradiction between the provisions of this Scope of Services and the CONSULTANT's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

18.0 THIRD PARTY BENEFICIARY:

18.1 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

19.0 AUTHORITY:

19.1 The COUNTY shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the CONSULTANT.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL OF THE ELLISON FRITH ROAD SURVEYING PROPOSAL RECEIVED FROM CHW, INC.

MEETING DATE REQUESTED:

August 20, 2019

Statement of Issue:

The Improvement of Ellison Frith Road as part of the Secondary Road Improvement Program.

Recommended Action: The Board should approve the Ellison Frith Road Surveying proposal received from CHW, Inc.

Fiscal Impact: FY 19/20 - \$10,700.00

Budgeted Expense: YES

Submitted By: ENGINEERING DEPARTMENT **Contact:** COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On April 6, 2015, The Board of County Commissioners approved allocating funding to improve Ellison Frith Road at the same time the adjacent road is being improved, namely San Pedro Road. The San Pedro Widening/Resurfacing project is about to commence and to that extent Staff is ready to prepare the construction plans for Ellison Frith Road. To begin that process, Staff requested and received the attached surveying proposal from CHW, Inc. under the terms of their continuing services contract. Once approved, Staff will prepare a Task Order for the County Administrator's signature.

Options:

- 1) Approve the Ellison Frith Road Surveying proposal from CHW, Inc.
- 2) Reject the Ellison Frith Road Surveying proposal from CHW, Inc. and state reasons for denial.

Attachments:

CHW Surveying Proposal

August 8, 2019

Kenneth Dudley, PE
County Engineer
Taylor County Board of County Commissioners
201 East Green St.
Perry, FL 32347

RE: Ellison Frith Road
Perry, Taylor County, Florida

Dear Kenneth:

The you for considering CHW for professional land surveying services. We submit this proposal is pursuant to your request for proposal to assist with the paving of Ellison Frith Road. The following is our understanding of the requested scope of services:

Topographic Route Survey:

CHW will prepare a Topographic Route Survey comprising of approximately 1,300 Linear Feet, as highlighted in yellow and shown on the attached map.

We will obtain sufficient spot elevations within the defined areas to identify grade breaks and generate a one (1) foot interval contour map. Spot elevations will be depicted on impervious surfaces to the nearest one-hundredth of a foot and collected at 50' intervals. With detailed pavement elevation information, CHW can calculate existing cross slopes. The survey will include the locations of all visible improvements such as roadway, driveways, fencing, etc.; the locations of all visible utility structures such as, utility poles & drainage structures, including elevations of their tops and inverts where accessible; and the location of any other significant features within the right-of-way. Underground utilities will be located based on visible evidence, available utility maps, and in conjunction with electromagnetic locations by this office.

The Right of Way lines will be mapped based on existing monumentation and will be tied to State Plane Florida North Zone (NAD 83) coordinates. The Vertical control will be based on NAVD 88 datum. An alignment will be created along the Right of Way Centerline. Project controls will be established at approximate 500 foot intervals and will be tied to the alignment by Station & Offset.

Note: This fee proposal does not include the excavation of underground utilities. During the design phase, should the team identify areas where utilities need to be excavated, we will provide a separate proposal for the service.

The above described survey will be provided for a lump sum fee of **\$10,700.00**. This fee is based on the follow breakdown.

	CHW Surveying							Total
	PA	CAD	PSM	Field Crew	Director / PSM	Subtotal	Subtotal	
	\$50	\$80	\$120	\$120	\$155	Hours	Cost	
Professional Services								
A1. Field Work:								
Establishing horizontal and vertical control				8		8	\$960.00	\$960.00
Spot observations (topography)				32		32	\$3,840.00	\$3,840.00
Placement of permanent site control				4		4	\$960.00	\$960.00
Subtotal								\$5,760.00
A2. Office: Mapping and Review:								
Research	2		2			4	\$340.00	\$340.00
Data manipulation			4			4	\$480.00	\$480.00
Data process (mapping)		24				24	\$1,920.00	\$1,920.00
QC Mapping/PSM Review			8			8	\$960.00	\$960.00
QC site walk through/Final PSM Review					8	8	\$1,240.00	\$1,240.00
Subtotal								\$4,940.00
Subtotal	2	24	14	44	8	92	\$10,700.00	
Total Lump Sum								
								\$10,700.00

We will certify the surveys to those you designate. We will deliver five (5) certified copies of the Survey as well as a digital copy in PDF and AutoCad formats.

We trust you find our scope and fee acceptable; otherwise, please do not hesitate to call should you have any questions or comments. We look forward to receipt of a Purchase Order as it will be our Notice to Proceed.

Sincerely,
CHW




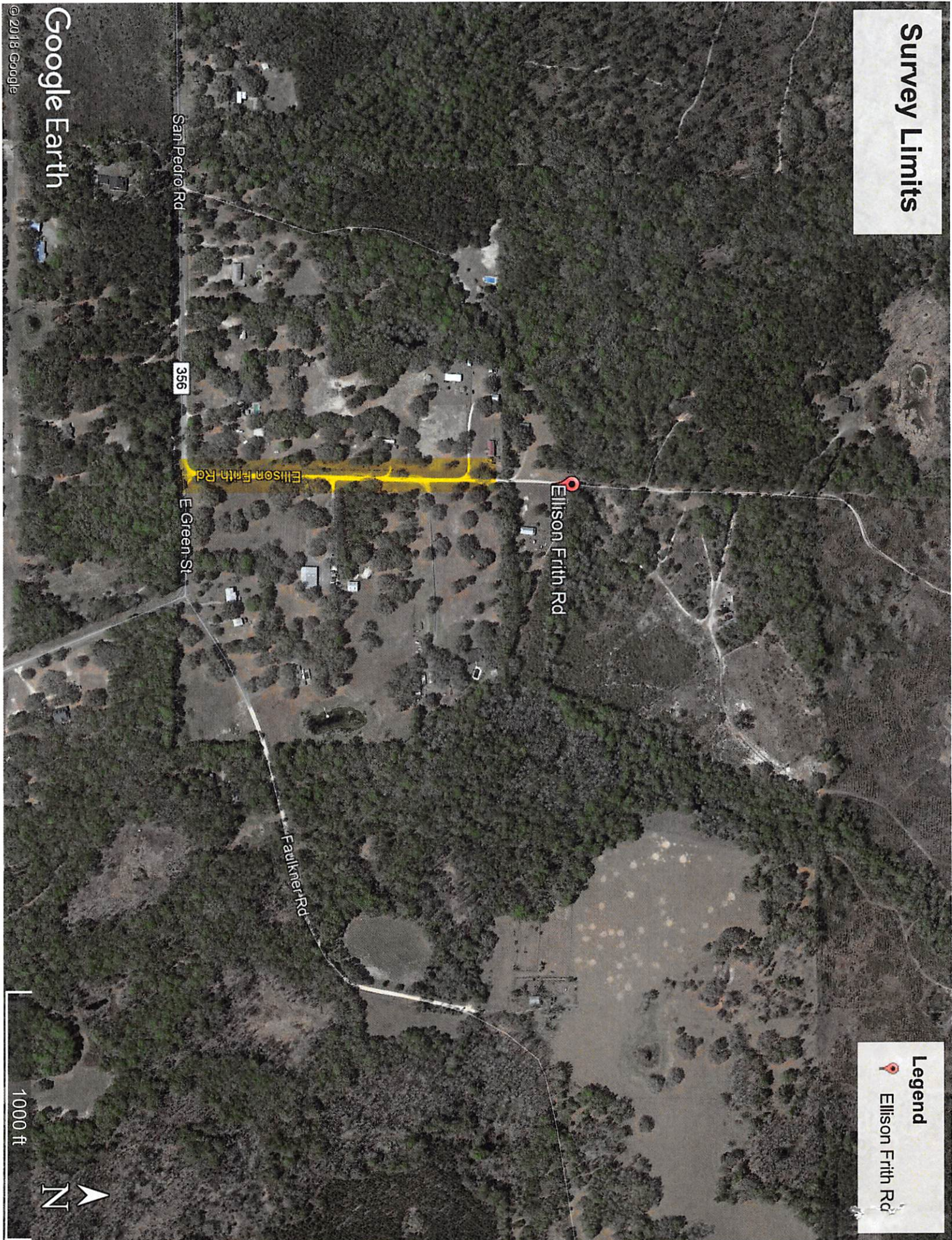
Aaron H. Hickman, PSM
Director of Surveying

H:\Proposals-ALTA Standards\Taylor County_Ellison Frith Road_Topo Route Survey_190807.docx

Survey Limits

Legend

 Ellison Frith Rd



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF PORTABLE TOILET CONTRACT, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

MEETING DATE REQUESTED:

8/20/2019

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF PORTABLE TOILET CONTRACT

Recommended Action: APPROVE

Fiscal Impact: THERE WILL BE NO FISCAL IMPACT AS OUR COST WILL REMAIN THE SAME

Budgeted Expense: \$9,126.00 ANNUALLY

Submitted By: GARY WAMBOLT, ES DIRECTOR

Contact: 838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: WE HAVE BEEN USING B&B TOILETS FOR SOME TIME NOW. THEY ARE THE ONLY BID WE RECEIVED. ONE DID NOT RESPOND AT ALL TO OUR BID REQUEST AND THE OTHER SENT A LETTER DECLINING TO BID.

Options: APPROVE/NOT APPROVE

Attachments: FAX COVER SHEET, LETTER REQUESTING BIDS, QUOTE SHEET FROM B&B AND LETTER TO DECLINE

FAX COVER SHEET

TO	GAry Wambolt
COMPANY	Taylor Environmental
FAX NUMBER	18508383538
FROM	B&B Porta Toilets, Inc
DATE	2019-06-14 16:14:56 GMT
RE	Portable Restroom Quote

COVER MESSAGE

Please let me know if you have any questions

MALCOLM PAGE
District 1JIM MOODY
District 2SEAN MURPHY
District 3PAM FEAGLE
District 4THOMAS DEMPS
District 6**ENVIROMENTAL SERVICES DEPARTMENT**
(Solid Waste, Recycling, Mosquito Control, Animal Control)**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**
3750 Hwy 98 WEST
PERRY, FL 32347ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 FaxTed Lakey, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 FaxCONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Gary Wambolt, Director**(850)838-3533**

TO: All Prospective Bidders

FROM: Gary Wambolt, Environmental Services Director

SUBJECT: Portable Toilet Services

DATE: June 13, 2019

Taylor County Environmental Services Department is seeking quotes for **NINE (9) PORTABLE TOILETS, WITH SERVICE, MAINTENANCE AND REPAIR**. The locations and specifications are included in the attached Exhibit A.

Quotes should be submitted as unit cost (per toilet, per billing period) and should also include fuel surcharges (if any). There are 13 billing periods per calendar year. Any questions may be directed to me at (850)838-3533.

Please return quotes via FAX no later than July 12, 2019. The primary FAX number is (850)838-3538. Should you have any problems with that number, you can send it to the Purchasing Department at (850)838-3547 or drop it off at the Office at 3750 US Hwy 98 West.

Thank you,

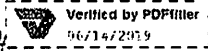
Gary Wambolt
Environmental Services Director

EXHIBIT "A"**BID SPECIFICATIONS FOR NINE (9) PORTABLE TOILETS WITH SERVICE, MAINTENANCE AND REPAIR.**

1. Two year rental agreement for nine (9) portable toilets for the nine (9) Solid Waste collection sites at the following locations:
 - a. Carlton Cemetery Rd.
 - b. Blue Springs Lake Rd. (Keaton Beach area)
 - c. Steinhatchee (CR361)
 - d. Hwy 98 & 14 (Aucilla area)
 - e. Salem (off Hwy 19 S)
 - f. Shady Grove (Hwy 14A)
 - g. Bernard Johnson Rd.
 - h. Harrison Blue Rd.
 - i. Eridu (Pleasant Grove Rd.)
2. The County will, on occasion, have need for additional toilets on a limited term basis for special projects. The CONTRACTOR agrees to furnish additional toilets to the County at the same rate as quoted in the contract documents.
3. CONTRACTOR shall be responsible for the following:
 - a. Set-up of each unit (each set-up must be clean, in good repair and approved by the ES Director)
 - b. Maintenance of each unit
 - c. Repair of each unit (in the event the Unit cannot be repaired then replacement of said unit)
 - d. Weekly pumping service of each unit
 - e. Upkeep and supplies to include chemicals, deodorizers and paper
 - f. Keeping a record of each service to include date, time, condition of said unit and initials of servicing operator posted on the inside door of each unit
4. Units will be checked by Solid Waste employees weekly for compliance. Upon completion of the contract, it will be the responsibility of the CONTRACTOR to remove the units. Units shall be picked up, delivered or moved as needs of the Solid Waste Department change. Payment will be made monthly.
5. CONTRACTOR shall maintain General Liability Insurance specified in and according to the contract, holding the COUNTY harmless for the CONTRACTOR'S negligence and listing the COUNTY as additionally insured under the CONTRACTOR'S coverage.

Thank you for your interest in this project.

QUOTE SHEET

Price per Unit: \$72.00Fuel Surcharge: 6.00Total Bid Price (per billing period for 9 units: 78.00 x 9 x 13 = \$9,126.00 AnnuallyCompany Name: B&B Porta Toilets, Inc Perry, FL 32348Authorized Representative: Christina E Craft Corp Sec
(Print name)Signature: Christina E Craft

Heather Jensen


From: kevin@howdysrentatoilet.com
Sent: Monday, June 17, 2019 10:18 AM
To: Heather Jensen
Subject: quote

Thank you for the opportunity to bid. At this time the locations specified are out of our service area. We respectfully decline to bid on these projects.

Thank You,

Kevin Jenkins
Howdys Rent A Toilet
(850) 656-8633 office
(850) 933-4985 cell

www.howdysrentatoilet.com

 [Facebook](#)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE THE REMOVAL OF OLD HOSPITAL, AS
AGENDED BY THERESA COPELAND, TECHNOLOGY DIRECTOR

Meeting Date:

AUGUST 20 ,2019

Statement of Issue: THE BOARD TO APPROVE TO REMOVAL OF COUNTY ASSET #9014

Recommendation: APPROVAL OF REMOVAL ON ITEM LISTED IN THIS REPORT

Fiscal Impact: \$ 0 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: THERESA COPELAND

Contact: 838-3500 X 108

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

THE REMOVAL OF OLD COUNTY HOSPITAL, ASSET #9014 FROM COUNTY INVENTORY


THE RETIRED BUILDING HAS BEEN SOLD.

Options: 1. APPROVE OF REMOVAL OF ASSET

2. DISAPPROVE OF REMOVAL OF ASSET

Attachments: 1. DISPOSITION REPORT

2. SPECIAL WARRENTY DEED


Fixed Assets Manager

SPECIAL WARRANTY DEED

THIS INDENTURE, Made this 2nd day of May, 1967,
between TAYLOR COUNTY HOSPITAL, a non-profit corporation
organized and existing under the laws of the State of
Florida, having its principal place of business in the
County of Taylor and State of Florida, party of the first
part, and the BOARD OF COUNTY COMMISSIONERS of Taylor
County, Florida, a political subdivision of the County of
Taylor and State of Florida, party of the second part,

WITNESSETH: That the said party of the first
part, for and in consideration of the sum of Ten Dollars
(\$10.00) and other good and valuable considerations to
it in hand paid, the receipt whereof is hereby acknow-
ledged, has bargained, sold and transferred, and by these
presents does bargain, sell and transfer unto the said
party of the second part and its successors and assigns,
forever, all that certain parcel of land lying and being
in the County of Taylor and State of Florida, and more par-
ticularly described as follows:

Begin at the Northwest corner of Block 5 of
PEACOCK-HIGHLAND SUBDIVISION to the Town of
Perry, Florida, thence run South along a pro-
jection of the West boundary of Block 5 to the
Southwest corner of Block 6 in said Subdivision,
thence run East along a projection of the South
boundary of Block 6 to the Southeast corner of
Block 8 in said Subdivision, thence run North
along a projection of the East boundary of
Block 8 to the Northeast corner of Block 3,
thence run West along a projection of the
North boundary line of Block 3 back to the
point of beginning, all lying and being in
the PEACOCK-HIGHLAND SUBDIVISION to the Town
of Perry, Florida, according to a map or plat
of said Subdivision on record in the office of
the Clerk of the Circuit Court of Taylor County,
Florida. LESS: Land on the North and East sides
thereof conveyed for street right of way,

together with all the tenements, hereditaments and appurtenances,

with every privilege, right, title, interest and estate,
dower and right of dower, reversion, remainder and ease-
ment thereto belonging or in any wise appertaining: TO
HAVE AND TO HOLD the same in fee simple, forever.

And the said party of the first part does hereby
fully warrant the title to the above described land, and
will defend the same against the lawful claims of all per-
sons whomsoever claiming or to claim by, through, or under
the party of the first part.

IN WITNESS WHEREOF, the said party of the first
part has caused these presents to be executed in its corporate
name by its President, and its corporate seal to be affixed,
attested by its Secretary, the day and year above written.

(CORPORATE SEAL)

TAYLOR COUNTY HOSPITAL

Attest:

[Signature]
Secretary

By

[Signature]
President

Signed, sealed and delivered
in the presence of:

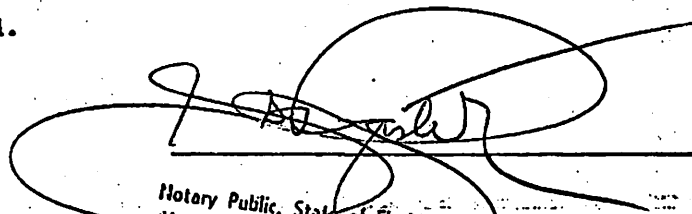
[Signature]
[Signature]



STATE OF FLORIDA,
COUNTY OF TAYLOR,

by I HEREBY CERTIFY that on this 18 day of May, 1967, before me personally appeared P.K. HONEY and J.C. YARBROUGH, JR., respectively President and Secretary of TAYLOR COUNTY HOSPITAL, a non-profit corporation organized and existing under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing conveyance, and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

WITNESS my signature and official seal at Perry, in the County of Taylor and State of Florida, the day and year last aforesaid.


Notary Public, State of Florida at Large
My Commission Expires July 30, 1970
Bonded By American Fire & Casualty Co.



FILED FOR RECORD
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

MAY 19 1967
4:05 P.M.
RECORDED IN OFFICIAL
RECORD 66 PAGE 675-677
CHARLES RALPH CARLTON, CLERK

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of request to execute the county deed for the donation of county property to Habitat for Humanity.



MEETING DATE REQUESTED:

August 20, 2019

Statement of Issue:

For the donation of property to Habitat for Humanity for the construction of a family home.

Recommended Action:

Fiscal Impact:

Potential ad valorem tax revenue

Budgeted Expense:

N/A

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners approved the donation of county property to Habitat for Humanity during the May 21, 2019 board meeting. The County Attorney has prepared the attached deed for execution and signature of the Chairman.

Options:

Attachments:

County Deed
Letter from County Attorney

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

August 12, 2019

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

Ms. Lawanda Pemberton
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: County Deed

Dear Lawanda:

Enclosed please find a County Deed for Hon. Pam Feagle to sign to deed the lot to Habitat.

Once she signs the Deed get it to me and I will send it on the attorney Angela Ball.

If you have a question, please let me know.

Thank you very much and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)
Ms. Angela (via e-mail)

COUNTY DEED

LAND DESCRIPTION FURNISHED BY GRANTOR.

THIS DEED, made this ____ day of _____, 2019, by TAYLOR COUNTY, FLORIDA, party of the first part, and TAYLOR COUNTY FLORIDA HABITAT FOR HUMANITY, INC., Florida Not for Profit Corporation, whose address is Post Office Box 1416, Perry, Florida 32348, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Taylor County, Florida:

Lot Eleven (11) of Block 55 of Steinhatchee, a subdivision located in the southern part of Taylor County, Florida.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said board, the day and year aforesaid.

TAYLOR COUNTY, FLORIDA
By its Board of County Commissioners

BY: _____
Printed Name: PAM FEAGLE
Chairperson


(OFFICIAL SEAL)

ATTEST: _____
Printed Name: ANNIE MAE MURPHY
Clerk/Deputy Clerk of the
Circuit Court

THIS INSTRUMENT PREPARED BY:

Conrad C. Bishop, Jr.
Attorney at Law
P. O. Box 167
Perry, Florida 32348
Bar Number: 126073

Description furnished and
title thereto neither
examined or approved by
the above attorney

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
	SUBJECT/TITLE: BIG BEND WATER AUTHORITY P O BOX 670 1313 1 ST AVE SE STEINHATCHEE, FL 32359
	Meeting Date: AUGUST 20, 2019

Statement of Issue: PRESENT 2019-2019 BUDGET FOR BIG BEND WATER AUTHORITY

Recommendation: TO APPROVE THE FINAL 2019-2020 BUDGET FOR BBWA

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

Submitted By: MARK REBLIN – 352-356-1342

Contact: CINDY WOOD – OFFICE 352-498-3576

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: _____

Options: 1. _____
2. _____

Attachments: 1. _____
2. _____

**BUDGET
2019-2020**

	A	B	C
1		CURRENT BUDGET	FINAL BUDGET
2		2018-2019	2019-2020
3	Water - Residential	\$ 750,846.00	\$ 750,846.00
4	Water - Commerical	\$ 81,711.00	\$ 81,711.00
5	WW - Residential	\$ 254,499.00	\$ 254,499.00
6	WW - Commerical	\$ 45,000.00	\$ 45,000.00
7	Non / Payment Fees	\$ -	\$ -
8	Late Fees (W)	\$ 9,188.00	\$ 9,188.00
9	late Fees (W W)	\$ 1,260.00	\$ 1,260.00
10	New Installation (W)	\$ 10,400.00	\$ 10,400.00
11	New Installation (WW)	\$ 78,000.00	\$ 78,000.00
12	Pipeline Reserve	\$ 34,000.00	\$ 34,000.00
13	AMR	\$ 6,400.00	\$ 6,400.00
14	Reconnects	\$ 21,600.00	\$ 21,600.00
15	Upgrade Water meter		
16	TOTAL CHARGES FOR SERVICES	\$ 1,292,904.00	\$ 1,292,904.00
17			
18	NSF FEES	\$ 263.00	\$ 263.00
19	Credit Card Fees	\$ 1,838.00	\$ 1,838.00
20	Interest Income	\$ 1,000.00	\$ 1,000.00
21	Miscellaneous Income	\$ 2,625.00	\$ 2,625.00
22			
23	TOTAL OTHER OPERATING REVENUE	\$ 5,726.00	\$ 5,726.00
24			
25			
26			
27			
28	TOTAL OPERATING REVENUE	\$ 1,298,630.00	\$ 1,298,630.00
29			
30	"THE PROPOSED RATES ARE UNCHANGED FROM THE PRIOR YEAR'S BUDGET."		
31			
32			

**BUDGET
2019-2020**

	A	B	C
33			
34		CURRENT BUDGET	FINAL BUDGET
35		2018-2019	2019-2020
36	PERSONAL SERVICES		
37	Salary - General Manager	\$ 71,500.00	\$ 71,500.00
38	Salary - Accounting	\$ 48,510.00	\$ 48,510.00
39	Salary - Clerical	\$ 28,875.00	\$ 28,875.00
40	Salary - Operators	\$ 83,160.00	\$ 83,160.00
41	Salary - Field	\$ 67,000.00	\$ 67,000.00
42	Salary - Overtime/ etc	\$ 8,400.00	\$ 8,400.00
43	Gen Manager Travel	\$ 8,580.00	\$ 8,580.00
44	FICA Taxes	\$ 24,176.00	\$ 24,176.00
45	State Unemployment Taxes	\$ 3,668.00	\$ 3,668.00
46	Workers Comp Insurance	\$ 11,025.00	\$ 11,025.00
47	Employee Health & Life	\$ 44,352.00	\$ 44,352.00
48	Retirement	\$ 24,350.00	\$ 24,350.00
49	TOTAL PERSONAL SERVICES	\$ 423,596.00	\$ 423,596.00
50			
51	DIRECT OPERATING EXPENSE		
52	Plant Chemicals (W)	\$ 23,500.00	\$ 23,500.00
53	Plant Chemicals (WW)	\$ 4,165.00	\$ 4,165.00
54	Plant Supplies	\$ 4,000.00	\$ 4,000.00
55	Repair/Maintenance Plant (W)	\$ 40,000.00	\$ 40,000.00
56	Repair/Maintenance Plant (WW)	\$ 40,000.00	\$ 40,000.00
57	Capital Improve-Water/Wastewater-Contract	\$ 50,000.00	\$ 50,000.00
58	Utilities - Plant	\$ 42,735.00	\$ 42,735.00
59	Utilities - Waste Water Plant	\$ 15,015.00	\$ 15,015.00
60	Utilities - Lift Stations	\$ 9,240.00	\$ 9,240.00
61	Water / Sewer Testing	\$ 14,170.00	\$ 14,170.00
62	TOTAL DIRECT OPERATING EXPENSE	\$ 242,825.00	\$ 242,825.00
63			
64		CURRENT BUDGET	FINAL BUDGET
65		2018-2019	2019-2020

**BUDGET
2019-2020**

	A	B	C
66	INDIRECT OPERATING EXPENSE		
67	Advertising	\$ 1,575.00	\$ 1,575.00
68	Audit	\$ 25,410.00	\$ 25,410.00
69	Legal	\$ 23,760.00	\$ 23,760.00
70	Bad Debt / Write off Uncollectible)	\$ 2,310.00	\$ 2,310.00
71	Auto	\$ 9,818.00	\$ 9,818.00
72	Bank Service Charges	\$ 420.00	\$ 420.00
73	Computer Support	\$ 6,825.00	\$ 6,825.00
74	Credit Card Services	\$ 6,300.00	\$ 6,300.00
75	Dues & Subscriptions	\$ 210.00	\$ 210.00
76	Contract Labor - WP/WWP Part Time help	\$ 12,000.00	\$ 12,000.00
77	Education	\$ 100.00	\$ 100.00
78	Garbage Collection	\$ 1,100.00	\$ 1,100.00
79	Generator Diesel	\$ 2,310.00	\$ 2,310.00
80	General Liability Insurance	\$ 47,250.00	\$ 47,250.00
81	Office/Computer Supplies	\$ 5,085.00	\$ 5,085.00
82	Computer Supplies	\$ -	\$ -
83	License/Fees	\$ 1,000.00	\$ 1,000.00
84	Photocopy	\$ 3,465.00	\$ 3,465.00
85	Postage	\$ 7,875.00	\$ 7,875.00
86	Telephone	\$ 5,775.00	\$ 5,775.00
87	Cell	\$ 2,625.00	\$ 2,625.00
88	Utility Locate	\$ 578.00	\$ 578.00
89	Travel	\$ 1,155.00	\$ 1,155.00
90	Miscellaneous	\$ 1,155.00	\$ 1,155.00
91			
92	TOTAL INDIRECT OPERATING EXPENSE	\$ 168,101.00	\$ 168,101.00
93			
94	TOTAL OPERATING EXPENSE	\$ 834,522.00	\$ 834,522.00
95			
96	OPERATING INCOME/LOSS	\$ 464,108.00	\$ 464,108.00
97		CURRENT BUDGET	FINAL BUDGET
98		2018-2019	2019-2020

**BUDGET
2019-2020**

	A	B	C
99	NON/OPERATING INCOME & EXPENSE		
100	Accrual Interest	\$ (75,000.00)	\$ (75,000.00)
101	Grant Income		
102	Capital Improvement Water		
103	Capital Improvement WW Existing Line		
104	Grant Expense		
105	Note Principal Reduction	\$ (108,234.00)	\$ (108,234.00)
106	Service Fees		
107	TOTAL NON/OPERATING EXPENSE	\$ (183,234.00)	\$ (183,234.00)
108			
109			
110			
111	CASH TO ACCRUAL ADJUSTMENT		
112	Depreciation Expense Water	\$ (233,465.00)	\$ (233,465.00)
113	Depreciation Expense WasteWater	\$ (155,643.00)	\$ (155,643.00)
114	Principal Reduction	\$ 108,234.00	\$ 108,234.00
115			
116	TOTAL ACCRUAL ADJUSTMENT	\$ (280,874.00)	\$ (280,874.00)
117			
118			
119	TOTAL GAIN/LOSS	\$ -	\$ -
120			
121			
122	"THE PROPOSED RATES ARE UNCHANGED FROM THE PRIOR YEAR'S BUDGET."		

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Tourism Development Council

Dawn Taylor

PO Box 892

Perry, FL 32348

MEETING DATE REQUESTED:

August 20, 2019

Statement of Issue: TDC

Recommended Action: Appoint new TDC Board Members

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Dawn V. Taylor

Contact: Dawn V. Taylor

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: None

Options: N/A

Attachments: Letter of recommendation, applications, and advertisement



July 22, 2019

Taylor County Board of County Commission
Attention: Chairperson Pam Feagle
PO Box 620
Perry, FL 32348

Chairperson Feagle:

On behalf of the Tourism Development Council Board of Directors, we have two TDC Board positions open and available. I would like to submit the following names for consideration by the board to fill these positions:

- Mr. Todd Larson
- Ms. Sue Ellen Weaver

Thank you for your consideration of appointing these individuals to serve on the TDC Board. These are the only individuals that submitted their names to be considered at this time. This position was advertised for the required time in the Perry News Herald and the TACO Times.

If you have any questions in regards to these individual, please contact the Tourism Development Office at 584-5366. Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dawn Taylor".

Dawn V. Taylor
Tourism Development Director

"share the real Florida adventure"

Taylor County Tourism Development Council

P.O. Box 892 • Perry, Florida 32348

Office 850-584-5366 • Fax 850-584-8030 • For Tourist Information Call 1-800-257-8881



Application for TDC Board of Directors

1. Are you 18 years old or older? ☒ Yes ☐ No
 2. Are you a resident of Taylor County ☒ Yes ☐ No
 3. Why do you wish to serve on the board Help the
Community.
 4. Are you willing to spend up to two hours per month for meetings and workshops? ☒ Yes ☐ No
 5. Are you willing to attend all Board Meetings (emergencies excluded) ☒ Yes ☐ No
 6. Are you in the tourism industry or a motel owner? ☒ Yes ☐ No
- Please explain: IRON HORSE MUD RANCH

Applicant Signature

Todd Larson

Print Name

Name: Todd Larson

Address: 8999 US 19 South Perry FL 32348

Phone; Home: 319-290-1323 Work: _____ Fax: _____

Email: todd @ toddsspecial Rigging. com

Please return to TDC OFFICE PO BOX 892 Perry, FL 32348

Applicant unavailable for signature — Dan Taylor



Application for TDC Board of Directors

1. Are you 18 years old or older? ☒ Yes ☐ No

2. Are you a resident of Taylor County ☒ Yes ☐ No

3. Why do you wish to serve on the board I have

Compassion to serve our county.

4. Are you willing to spend up to two hours per month for meetings and workshops? ☒ Yes ☐ No

5. Are you willing to attend all Board Meetings (emergencies excluded) ☒ Yes ☐ No

6. Are you in the tourism industry or a motel owner? ☒ Yes ☒ No

Please explain: owner of Angler Mgmt.

Sue- Ellen Weaver

Applicant Signature

Sue- Ellen Weaver

Print Name

Name: Sue- Ellen Weaver

Address: 15655 Bonita Blvd

352-603-8591

Phone; Home: _____ Work: _____ Fax: _____

Email: SueEllenKenny@yahoo.com

Please return to TDC OFFICE PO BOX 892 Perry, FL 32348

roads and begins to commit \$35 to \$45 million next fiscal year for roads that likely will not be constructed for at least 10 years.

The plan seeks to extend the Suncoast Parkway 150 miles from the Tampa Bay area to the Georgia border, extend the Florida Turnpike west to connect with the Suncoast Parkway and create a new transportation

starting by 2022. The roads are expected to open by the end of 2030.

"Reaction around here is mixed," Taylor County Commissioner Malcolm Page was quoted in a *Daytona Beach News-Journal* article on April 7. "There are some people who see it could be an economic boon, including me."

"And there are others who are following the conspiracy that this is all about helping people who own land, especially here in Taylor County," Page added.

Florida Trend and the Florida Phoenix have posted articles claiming that billionaire Thomas Peterffy, a Palm Beach resident, Republican donor and member of President Donald Trump's Mar-a-Lago club, who owns 561,000 acres of timber land across five North Florida counties, would benefit from owning property ripe for development when the road is constructed.

The bill has received backing from the Florida Chamber of Commerce, the Florida Ports Council, the Florida Trucking Association and the Asphalt Contractors Association of Florida.

Most environmental groups, including the Sierra Club, Florida Conservation Voters and 1,000 Friends of Florida, have voiced

concerns that the infrastructure is already at peak, and because of the geography of the state, visitors coming from points north or the west have only a few routes to get to our urban areas," said Ananth Prasad, president of the Florida Transportation Builders Association, which represents the road construction industry.

Galvano has pushed for the road extension in response to projections that another 5 million residents and a growing tourist population will gridlock the state's current road corridors over the next decade.

"We are setting out a platform, a way forward, on three new corridors that we have adequate hurricane-evacuation routes, that we have adequate trade and logistics, and that we're able to absorb the vast number of people that are moving to our state," said Rep. Jay Trumbull, a Panama City Republican who handled the bill in the House.

The task forces would be comprised of state officials, local government and planning officials and a few representatives from environmental groups. They are expected to complete their work by Oct. 1, 2020.

The plan calls for construction to begin by the end of 2022 and the roads to open to traffic before Dec. 31, 2030.

ROOF
ANCE FOR UP TO 18 MO.
G FOR UP TO 144 MO.
\$79 NO.
as
1500
FE
0-2616
LIC#CC057111

County Commissioners Applications for

CREATION ADVISORY (AB) MEMBER

teer position that meets
erations of the Taylor
TCRAB consists of 7
n must be a registered
as well as being a
County. Appointees are
rts played at the County
ng, but not limited to,
ll, softball, basketball,
rail.

, or to request an
e by the Taylor County
located at 201 East
taylorcountygov.com.

on of applications is
at 5 p.m. Applications
County Administrator's
n Street. Applications,
8-3501 or emailed to
tygov.com.

Taylor County
Sustained to Every Naturally

**The Tourism Development Council
Is seeking a
motel/hotel owner/manager
to serve on the
Tourism Development Council.**

**If interested please call the
Chamber of Commerce office at
(850) 584-5366 and ask for Dawn Taylor.**

- Sandy Beach – Motel/Hotel - Term Ends 12-19
- Aaron Portwood – Interested party - Term Ends 12-19
- Jaimie Lynch – Motel/Hotel - Term Ends 12-24
- Ben Sessions – Interested party Term Ends 12-24
- Jim Hunt – Hotel/Motel - Term Ends 12-19
- City Appointed – Ward Ketrang
- City Appointed – Alan Hall
- County Appointed – Sean Murphy

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve the State Housing Initiative Partnership (SHIP) Annual Reports for 2016/2017, 2017/2018, 2018/2019, and the Annual Report and Local Housing Incentives Certification.

MEETING DATE REQUESTED:

August 20, 2019

Statement of Issue: Board to approve the SHIP Annual Reports, and the Annual Report and Local Housing Incentives Certification.

Recommended Action: Approve the SHIP Annual Reports and Certification.

Fiscal Impact: The Annual Reports and Certification are a requirement to be eligible for SHIP funding. The County is being awarded \$350,000 in 2019/2020 SHIP funds. The County should be receiving those funds in October 2019. There is no match required from the County.

Submitted By: Jami Boothby, Grants Coordinator

Contact: Jami Boothby

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is required to submit Annual Reports, and Certifications on all open SHIP grants. The 2016/2017 Annual Report closes out that grant. The SHIP Program provides assistance to qualified homeowners for the rehabilitation of their homes, demolition and reconstruction of an existing home if the house is in 51% or more disrepair, and First Time Home Buyers Down Payment Assistance. Rental property or mobile homes are not eligible for assistance. The County currently provides a maximum of \$25,000 for rehabilitation assistance, \$75,000 for demolition and new construction, and a maximum of \$10,000 for qualified First Time Homebuyers.

Attachments: SHIP Annual Reports for 2016/2017, 2017/2018, 2018/2019 and the Annual Report and Local Housing Incentives Certification.

Title: SHIP Annual Report
Taylor County FY 2016/2017 Closeout

Report Status: Submitted

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Purchase Assistance	\$10,000.00	1				
4	Demolition / Reconstruction	\$315,457.10	4				
Homeownership Totals:		\$325,457.10	5				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							

Subtotals: \$325,457.10 5

Additional Use of Funds

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

Totals: \$360,457.10 5 \$0.00 \$0.00

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

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$908.22
Program Income (Payments)	\$0.00
Recaptured Funds	\$0.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$536.40
Total:	\$351,444.62

* Carry Forward to Next Year: -\$9,012.48

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

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	301	353	510	629	702
VLI	423	454	545	629	702
LOW	677	726	871	1,006	1,122
MOD	1,017	1,090	1,308	1,510	1,686
Up to 140%	1,186	1,272	1,526	1,762	1,967

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$325,457.10	81.68%
Public Moneys Expended	\$0.00	.00%
Private Funds Expended	\$73,000.00	18.32%
Owner Contribution		.00%
Total Value of All Units	\$398,457.10	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$325,457.10	\$350,000.00	92.99%	65%
Construction / Rehabilitation	\$315,457.10	\$350,000.00	90.13%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	Total Available Funds % *
Extremely Low	\$160,471.30	45.66%
Very Low	\$71,810.10	20.43%
Low	\$93,175.70	26.51%
Moderate		.00%
Over 120%-140%		.00%
Totals:	\$325,457.10	92.61%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$160,471.30	2		0	\$160,471.30	2
Very Low	\$71,810.10	1		0	\$71,810.10	1
Low	\$93,175.70	2		0	\$93,175.70	2
Moderate		0		0	\$.00	0
Over 120%-140%		0		0	\$.00	0
Totals:	\$325,457.10	5	\$.00	0	\$325,457.10	5

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Demolition / Reconstruction	Unincorporated		1				1
Demolition / Reconstruction	Perry	2		1			3
Purchase Assistance	Unincorporated			1			1
Totals:		2	1	2			5

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Demolition / Reconstruction	Unincorporated			1		1
Demolition / Reconstruction	Perry			1	2	3
Purchase Assistance	Unincorporated		1			1
Totals:			1	2	2	5

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Demolition / Reconstruction	Unincorporated	1			1
Demolition / Reconstruction	Perry	3			3
Purchase Assistance	Unincorporated		1		1
Totals:		4	1		5

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Demolition / Reconstruction	Unincorporated	1						1
Demolition / Reconstruction	Perry		3					3
Purchase Assistance	Unincorporated	1						1
Totals:		2	3					5

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Demolition / Reconstruction	Unincorporated				0
Demolition / Reconstruction	Perry			2	2
Purchase Assistance	Unincorporated				0
Totals:				2	2

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

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

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		Required	Implemented, in LHAP	2009
Ongoing review process		Required	Implemented, in LHAP	2009

Support Services

Homeownership Counseling- an 8 hour workshop is offered to those whom apply for the Homebuyer Assistance strategy. The workshop covers budgeting, home maintenance, credit reporting, the importance of using a home inspector when purchasing an existing home, using a realtor, finding a lender and the application and closing process.

Other Accomplishments

N/A

Availability for Public Inspection and Comments

A legal advertisement ran in the local newspaper to inform the public that Taylor County's SHIP Annual Report is available for review upon request from the County's local Grants Office.

Life-to-Date Homeownership Default and Foreclosure

Mortgage Foreclosures

A. Very low income households in foreclosure: 0
B. Low income households in foreclosure: 0
C. Moderate households in foreclosure: 0
Foreclosed Loans Life-to-date: 0
SHIP Program Foreclosure Percentage Rate Life to Date: 0

Mortgage Defaults

A. Very low income households in default: 3
B. Low income households in default: 0
C. Moderate households in default: 0
Defaulted Loans Life-to-date: 3
SHIP Program Default Percentage Rate Life to Date: 12

Strategies and Production Costs

Strategy	Average Cost
Demolition/Reconstruction	\$78,864.28
Purchase Assistance	\$10,000.00

Expended Funds

Total Unit Count: 5 Total Expended Amount: \$325,457.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Demolition/Reconstruction	Kimberly Sparks	6910 Puckett Rd.	Perry	32347	\$71,810.10	
Demolition/Reconstruction	Annie Blalock	704 S. Schwartz St.	Perry	32347	\$80,200.15	
Demolition/Reconstruction	Isaac Ware	1112 E. Main St.	Perry	32347	\$83,175.70	
Demolition/Reconstruction	Vernon Faulk	710 W. Spring Pl.	Perry	32347	\$80,271.15	
Purchase Assistance	Tara Murphy	2589 Wood Creek Rd.	Perry	32348	\$10,000.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Government Services Group, Inc.	Consultant	All	Administration, Work Write Ups, Inspections	\$35,000.00

Program Income

Program Income Funds	
Loan Repayment:	
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	\$908.22
Total:	\$908.22

Explanation of Recaptured funds

Description	Amount
	\$0.00
	\$0.00
	\$0.00
Total:	\$0.00

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units:

83,000.00

Or

Not Applicable

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
4	Demolition/Reconstruction	\$71,810.10	1		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(4) Demolition/Reconstruction	Receiving Supplemental Security Income	\$71,810.10	1		

Provide a description of efforts to reduce homelessness:

Taylor County will provide Down Payment Assistance to all eligible applicants as long as funds are available.

Interim Year Data

Interim Year Data

Interim Year 1	
State Annual Distribution	\$350,000.00
Program Funds Expended	\$206,857.15
Program Funds Encumbered	\$128,544.65
Total Administration Funds Expended	\$35,000.00
Total Administration Funds Encumbered	\$0.00
Homeownership Counseling	\$0.00
65% Homeownership Requirement	
75% Homeownership Requirement	\$321,401.80
30% Very & Extremely Low Income Requirement	\$25,191.00
30% Low Income Requirement	\$174,857.15
20% Special Needs Requirement	\$102,359.45
Carry Forward to Next Year	

Interim Year 2	
State Annual Distribution	\$350,000.00
Program Funds Expended	
Program Funds Encumbered	\$261,189.00

LG Submitted Comments:

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Taylor County (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2016-2017 and interim years 2017-2018 and 2018-2019
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
 - a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
 - b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$ 0.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be \$ 0.00.

Staff Member responsible for submitting annual report to FHFC: Melody Cox

Witness Signature

Date

Chief Elected Official or Designee Signature

Date

Witness Printed Name

Pam Feagle, Chair

Chief Elected Official or Designee Printed Name

Witness Signature

Date

Witness Printed Name

or

ATTEST (Seal)

Signature

Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee**. Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER AND REVIEW AN AD VALOREM PROPERTY TAX EXEMPTION APPLICATION FOR REGENT MEDICAL AND AESTHETICS CLINIC.



MEETING DATE REQUESTED:

AUGUST 20, 2019

Statement of Issue:

THE TCDA BOARD OF DIRECTOR'S MET ON JULY 18, 2019 AND REVIEWED AN AD VALOREM PROPERTY TAX EXEMPTION APPLICATION FROM REGENT MEDICAL AND AESTHETICS CLINIC. THE TCDA BOARD HAS FORWARDED THE APPLICATION AND THEIR RECOMMENDATION.

Recommended Action:

Fiscal Impact:

\$5,460.55 IN TAX SAVINGS TO APPLICANT

Budgeted Expense:

Submitted By:

TAYLOR COUNTY DEVELOPMENT AUTHORITY

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

APPROVE/NOT APPROVE

Attachments:

APPLICATION
LETTER FROM TCDA
DR-418



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

July 31st, 2019

Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347
tcbcc@taylorcountygov.com

Economic Development

Ad Valorem Property Tax Exemption Application

Dear Board Members,

Regent Medical and Aesthetics Clinic has submitted an application for an Economic Development Ad Valorem Property Tax Exemption, form DR-418, to the Taylor County Development Authority, dated July 8th, 2019 and attached hereto, requesting abatement of Ad Valorem Taxes related to certain tangible personal property in Taylor County. TCDA has reviewed the application and found that it is complete, and that Regent Medical and Aesthetics Clinic is eligible for the requested exemption.

The economic impact of said exemption, if granted as requested by Regent Medical and Aesthetics Clinic, is as follows:

Full time jobs added:	3-5 then 6-10
Part time jobs added:	0
Temporary jobs added:	0
Increase in annual tax revenue before exemption applied:	
\$869.11 in year one, decreasing after that due to depreciation of taxable asset, and being \$223.00 in year ten.	
Estimated annual tax exemption amount:	
\$869.11 in year one, decreasing after that due to depreciation of taxable asset, and being \$223.00 in year ten.	
Net increase in annual tax revenue after exemption applied:	\$0.00

TAYLOR COUNTY DEVELOPMENT AUTHORITY

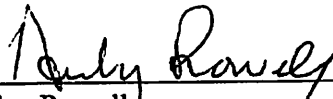
103 E. Ellis St., Perry, FL 32348 | floridarisingstar.com | 850.584.5627

Duration of tax abatement in years: 10
Increase in tax revenue over tax exemption period, before exemption applied: \$5,460.55
Increase in tax revenue over tax exemption period, after exemption applied: \$0.00
Total tax savings to applicant over tax exemption period: \$5,460.55

The TCDA Board hereby recommends that the County Commission take the following action:

1. Pass an ordinance granting a tax exemption of (an amount of up to 100%) for a period of (up to 10 years), if deemed appropriate in the discretion of the Board of County Commissioners.

The TCDA appreciates the opportunity to assist the County Commission in this matter, and looks forward to continued economic development success to come.



Auley Rowell
Chairman
Taylor County Development Authority

Print Form

ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION Chapter 196 1995, Florida Statutes

DR-418
R 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both,
no later than March 1 of the year the exemption is desired to take effect.

1 Business name: REGENT MEDICAL AND AESTHETICS CLINIC		Mailing address: 1208 NORTH CENTER STREET			
2 Please give name and telephone number of owner or person in charge of this business. Name: DULCIE YELVERTON 850-843-1834		Telephone number: 850-843-1834			
3 Exact Location (Legal Description and Street Address) of Property for which this return is filed 1208 NORTH CENTER STREET		4 Date you began, or will begin, business at the facility: 08/2018			
5 Description of the improvements to real property for which this exemption is requested UPDATING/UPGRADING INTERIOR		Date of commencement of construction of improvements: 08/13/2018			
6 Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased:			APPRaiser's USE ONLY		
Class or Item	Age	Date of Purchase	Original Cost	Taxpayer's Estimate of Cond* Fair Market Rent	Cond*
LASER	0	N/A	\$ 100,000	good	\$
MEDICAL OFFICE DESK, COMPUTERS, EQUIP	1		\$ 20,000	good	\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
Average value of inventory on hand: 20,000			*Condition: good, avg (average) or poor		
Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.					
7 Do you desire exemption as a <input checked="" type="checkbox"/> new business or <input type="checkbox"/> expansion of an existing business?			8 Trade levels (check as many as apply): <input checked="" type="checkbox"/> Retail <input checked="" type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Manufacturing <input checked="" type="checkbox"/> Professional <input checked="" type="checkbox"/> Service <input checked="" type="checkbox"/> Office <input checked="" type="checkbox"/> Other, specify		
8 Describe type or nature of your business: FAMILY MEDICAL AND AESTHETICS WITH WELLNESS					
10 Number of full-time employees to be employed in Florida:					
If an expansion of an existing business		Net increase in employment	% increase in productive output resulting from this expansion		
11 Sales factor for the facility requesting exemption:					
Total sales in Florida from this facility-one (1) location only		divided by	Total sales everywhere from this facility-one (1) location only	=	%
12 For office space owned and used by a corporation newly domiciled in Florida		Date of incorporation in Florida	Number of full-time employees at this location		
I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196 1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)					
Date: 07/03/2018		Signature, preparer			
Signature, taxpayer: <i>Dulcie Yelverton</i>		Preparer's address			
Title: OWNER		Preparer's telephone number			
Property Appraiser's Use Only					
I Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources		\$ 10,224,510			
II Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section		\$ 0			
III Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation		\$ 619			
IV Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted		Personal property \$ 110,400 for year one			
V I have determined that the property listed above meets the definition, as defined by Section 196 012(15) or (16), Florida Statutes, as a		<input checked="" type="checkbox"/> new business <input type="checkbox"/> expansion of an existing business <input type="checkbox"/> neither			
VI Last year for which exemption may be applied		2018			

Application to be filed not later than March 1

Date: **08/05/2019**Signature, Property Appraiser: *[Signature]*



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

Revised July 25, 2018

To:
Applicant for Economic Development
Ad Valorem Property Tax Exemption

Re: Economic Development Ad Valorem Property Tax Exemption Process

Dear Applicant,

We understand that you wish to apply for an Economic Development Ad Valorem Property Tax Exemption.

This memorandum is intended to assist you in that process, but is not intended to be relied upon as legal advice. Although not required, you may wish to seek legal Counsel to assist you in applying for an Economic Development Ad Valorem Property Tax Exemption.

.....

In order to apply for an Economic Development Ad Valorem Exemption, the following steps are prescribed by the Florida Statutes and local County Ordinance:

(In the event of direct conflict between the Florida Statutes and the Taylor County Code of Ordinances, the Florida Statutes should be deemed to supersede the Taylor County Code of Ordinances.)

1. Any person, firm, or corporation which desires an economic development ad valorem tax exemption shall, in the year the exemption is desired to take effect, file a written application on a form prescribed by the department (attached hereto). *FLORIDA STATUTES 196.1995(8)*.

2. The Taylor County Board of County Commissioners (hereinafter “BOCC”) has ordained that the application must be delivered instead to its designee, the Taylor County Development Authority (hereinafter “TCDA”). *Taylor County Ordinance 70-38*.
3. The application must be submitted to the TCDA on or before March 1 of the year in which the exemption is being requested. *Taylor County Ordinance 70-38*.
4. The following are eligible for consideration of an economic development ad valorem tax exemption, pursuant to FLORIDA STATUTES 196.1995 and FLORIDA STATUTES 196.012(14) and (15):
 - a. A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any one or more of the following operations:
 - i. Manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
 - ii. Is a target industry business as defined in s. 288.106(2)(q);
 - b. A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or
 - i. An office space in this state owned and used by a business or organization newly domiciled in this state; provided such office space houses 50 or more full-time employees of such business or organization; provided that such business or organization office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
 - ii. Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
 - c. A business or organization that is situated on property annexed into a municipality and that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.
 - d. A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any of the operations referred to in subparagraph (14)(a)1.; or A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases

- operations on a site located within the same county, municipality, or both colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.
- e. Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that increases operations on a site located within the same zone or area colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.
5. The following are eligible for consideration of an economic development ad valorem tax exemption, pursuant to *Taylor County Ordinance 70-35*:
- a. A business establishing ten or more quality jobs to employ ten or more full-time employees in Taylor County, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
 - b. A business establishing 25 or more quality jobs to employ 25 or more full-time employees in Taylor County, the sales factor of which, as defined by FLORIDA STATUTES § 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or
 - c. An office space in Taylor County owned and used by a business newly domiciled in Taylor County; provided such office space houses 50 or more full-time employees of such business; provided that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.
 - d. Any business located in an enterprise zone that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.
6. The application shall request the adoption of an ordinance granting the applicant an exemption pursuant to FLORIDA STATUTES 196.1995 and shall include the following information:
- a. The name and location of the new business or the expansion of an existing business; *See FLORIDA STATUTES 196.1995(8) and Taylor County Ordinance 70-38.*
 - b. A description of the improvements to real property for which an exemption is requested and the date of commencement of construction of such improvements; *See FLORIDA STATUTES 196.1995(8) and Taylor County Ordinance 70-38.*
 - c. A description of the tangible personal property for which an exemption is requested and the dates when such property was or is to be purchased; *See FLORIDA STATUTES 196.1995(8) and Taylor County Ordinance 70-38.*

- d. Proof, to the satisfaction of the board of county commissioners or the governing authority of the municipality, that the applicant is a new business or an expansion of an existing business, as defined in s. 196.012, Florida Statutes, and as defined in Taylor County Ordinance 70-35; *See FLORIDA STATUTES 196.1995(8) and Taylor County Ordinance 70-38.*
 - e. The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time; *See FLORIDA STATUTES 196.1995(8.)*
 - f. The expected time schedule for job creation; *See FLORIDA STATUTES 196.1995(8.)*
 - g. Other information deemed necessary or appropriate by the department, county, or municipality. *See FLORIDA STATUTES 196.1995(8.)*
 - h. The anticipated number of employees of the business; *See Taylor County Ordinance 70-38.*
 - i. The expected numbers of employees of the business who will reside in Taylor County; *See Taylor County Ordinance 70-38.*
 - j. The average wage of the employees of the business; *See Taylor County Ordinance 70-38.*
 - k. The type of industry or business; *See Taylor County Ordinance 70-38.*
 - l. The environmental impact of the business; *See Taylor County Ordinance 70-38.*
 - m. The anticipated volume of business or production; *See Taylor County Ordinance 70-38.*
 - n. Whether relocation or expansion of the business would occur without the exemption; *See Taylor County Ordinance 70-38.*
 - o. Whether the business is/or will be located within an enterprise zone or redevelopment area; *See Taylor County Ordinance 70-38.*
 - p. The cost and demand for services or product produced by the business; *See Taylor County Ordinance 70-38.*
 - q. The source of supplies of the business and whether other businesses in the county will be used to meet the supply demands of the business. *See Taylor County Ordinance 70-38.*
7. Taylor County historically has required the submission of Form DR-418 (attached hereto), along with an application.
 8. The application must be submitted to the BOCC's designee, the TCDA, at 103 East Ellis Street, Perry, Florida 32347, or to the TCDA Attorney, Ray Curtis, at 103 North Jefferson Street, Perry, Florida 32347.
 9. The TCDA Director or his designee shall review the application within 10 days of submission to determine whether the application meets the requirements of *Taylor County Ordinance 70-38. Taylor County Ordinance 70-38.*

10. Once the TCDA Director or his designee determines that the application is complete, the TCDA Director shall schedule a meeting of the TCDA Board of Directors (hereinafter "BOD"). This meeting shall be held within 30 days of determining the application is complete. *Taylor County Ordinance 70-38.*
11. No later than 10 days before the TCDA BOD meeting, the TCDA Director shall prepare, in writing, a recommendation of the applicant's eligibility for an exemption and prepare an economic impact analysis of the application. The recommendation and analysis shall be forwarded to the TCDA BOD immediately upon completion. *Taylor County Ordinance 70-38.*
12. The TCDA BOD shall review the application and the TCDA Director's recommendation and analysis to determine whether the applicant is eligible for an exemption. *Taylor County Ordinance 70-38.*
13. The TCDA BOD shall recommend to the BOCC that the BOCC approve or deny the application (with or without conditions), and the degree and length of the exemption if approval is recommended. *Taylor County Ordinance 70-38.*
14. Before it takes action on the application, the BOCC shall deliver a copy of the application to the property appraiser of the county. *FLORIDA STATUTES 196.1995(9).*
15. Pursuant to *FLORIDA STATUTES 196.1995(9)*, the property appraiser shall report the following information to the BOCC:
 - a. The total revenue available to the county for the current fiscal year from ad valorem tax sources, or an estimate of such revenue if the actual total revenue available cannot be determined;
 - b. Any revenue lost to the county for the current fiscal year by virtue of exemptions previously granted under this section, or an estimate of such revenue if the actual revenue lost cannot be determined;
 - c. An estimate of the revenue which would be lost to the county during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation; and
 - d. A determination as to whether the property for which an exemption is requested is to be incorporated into a new business or the expansion of an existing business, as defined in s. 196.012, Florida Statutes, or into neither, which determination the property appraiser shall also affix to the face of the application. Upon the request of the property appraiser, the County staff shall provide to him or her such information as it may have available to assist in making such determination.
16. Upon receipt of the property appraiser's report, the BOCC shall, pursuant to *FLORIDA STATUTES 196.1995(10)*, consider the application, and must take into account the following:

- a. The total number of net new jobs to be created by the applicant;
- b. The average wage of the new jobs;
- c. The capital investment to be made by the applicant;
- d. The type of business or operation and whether it qualifies as a targeted industry as may be identified from time to time by the BOCC;
- e. The environmental impact of the proposed business or operation;
- f. The extent to which the applicant intends to source its supplies and materials within the applicable jurisdiction; and
- g. Any other economic-related characteristics or criteria deemed necessary by the BOCC.

17. If the BOCC chooses to grant an economic development ad valorem tax exemption, it must, pursuant to *FLORIDA STATUTES 196.1995(11)*, adopt an ordinance which must include the following:

- a. The name and address of the new business or expansion of an existing business to which the exemption is granted;
- b. The total amount of revenue available to the county from ad valorem tax sources for the current fiscal year, the total amount of revenue lost to the county for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect, and the estimated revenue loss to the county for the current fiscal year attributable to the exemption of the business named in the ordinance;
- c. The period of time for which the exemption will remain in effect and the expiration date of the exemption, which may be any period of time up to 10 years, or up to 20 years for a data center; and
- d. A finding that the business named in the ordinance meets the requirements of s. 196.012(14) or (15), Florida Statutes.

18. Pursuant to *FLORIDA STATUTES 196.1995(12)*, upon approval of an application for a tax exemption under this section, the BOCC and the applicant may enter into a written tax exemption agreement, which may include performance criteria and must be consistent with the requirements of this section or other applicable laws. The agreement must require the applicant to report at a specific time before the expiration of the exemption the actual number of new, full-time jobs created and their actual average wage. The agreement may provide the BOCC with authority to revoke, in whole or in part, the exemption if the applicant fails to meet the expectations and representations described in subsection (8).

/s/Ray Curtis
Board Attorney
Taylor County Development Authority



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

Application for Economic Development Ad Valorem Tax Exemption

Taylor County, Florida

Applicant: REGENT MEDICAL AND AESTHETICS CLINIC

Address: 1209 NORTH CENTER STREET

PERRY FLORIDA 32347

Phone: 850-843-1834-CELL

Fax: _____

Contact Person: DULCIE YELVERTON

Applicant is (check all that apply, but at least one, and describe below how Applicant meets the checked criteria):

☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any one or more of the following operations:

☐ Manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or

☒ Is a target industry business as defined in s. 288.106(2)(q);

☐ A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the

(Attach additional pages and documents as you deem necessary)

facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

☐ An office space in this state owned and used by a business or organization newly domiciled in this state; provided such office space houses 50 or more full-time employees of such business or organization; provided that such business or organization office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.

☐ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.

☐ A business or organization that is situated on property annexed into a municipality and that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.

☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any of the operations referred to in subparagraph (14)(a)1.; or A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operations on a site located within the same county, municipality, or both colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.

☐ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that increases operations on a site located within the same zone or area colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.

Applicant requests the adoption of an ordinance granting an Economic Development Ad Valorem Property Tax Exemption.

The name and location of the new business or the expansion of an existing business is:

REGENT MEDICAL AND AESTHETICS CLINIC, 1209 NORTH CENTER ST
PERRY FL 32347

The improvements to real property for which an exemption is requested are described as, and the date of commencement of construction of such improvements are:

INTERIOR UPDATING AND UPGRADING START DATE OF JUNE 13,2019, CLEANING LANDSCAPE

The tangible personal property for which an exemption is requested is described as, and the dates when such property was or is to be purchased is:

DESKS, COMPUTERS, CHAIRS, LASERS, LAB CENTRIFUGE, INTRAVENIOUS INFUSION EQUIPMENT,
MEDICAL TABLES, MEDICAL LIGHTS, MASSAGE CHAIRS, AESTHETICS CHAIRS AND EQUIPMENT

The following can serve as proof that the Applicant is a new business or an expansion of an existing business:

AWAITING LICENSING, LLC NUMBER L18000260572

The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time:

BEGINNING APPROX 3 TO 5 WAGE RANGE \$10.00 TO 20.00 PER HOUR FULL TIME,

WHEN INCOME IS STEADY WILL INCREASE TO 6 TO 10, BUY AJOINING PROPERTY AND ADD
SECOND BUILDING

The expected time schedule for job creation is:
AS SOON AS BUILD OUT IS COMPLETE AND EQUIPMENT IS IN PLACE

The anticipated number of employees of the business is:
3 TO 10

The expected numbers of employees of the business who will reside in Taylor County is:
ALL

The average wage of the employees of the business is or will be:
15.00\$ PER HOUR

The type of industry or business is or will be:

FAMILY MEDICAL,IV NUTRITION,MEDICAL WEIGHT LOSS, BOTOX, FILLERS, BODY CONTOURING

The environmental impact of the business is or is expected to be:

NONE

The anticipated volume of business or production is:

20 PATIENTS A DAY 5 DAYS A WEEK

Would relocation or expansion of the business occur or have occurred without the exemption?

NEED THE EXEMPTION TO GET UP AND RUNNING

Is (or will it be) the business located within an enterprise zone or redevelopment area?

YES

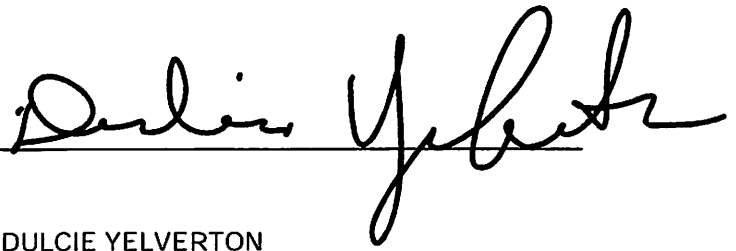
What is the cost and demand for services or product produced by the business?

NO ONE IS DOING ALL I AM OFFERING IN THIS COUNTY

What is (or will be) the source of supplies of the business and will other businesses in the county will be used to meet the supply demands of the business?

CLEANING SERVICES, CLERICAL SUPPLIES, PAPER SUPPLIES, CITY W
AND UTILITIES, LOCAL INTERNET AND PHONE SERVICE, LOCAL PHAR
FOR MEDICAL SUPPLIES AND MEDICATIONS

Signature: _____



Printed Name: _____

DULCIE YELVERTON

On behalf of: _____

Date: _____

07/03/2019

CERTIFICATION

I hereby certify that the foregoing Application for Economic Development Ad Valorem Property Tax Exemption was submitted to the Taylor County Development Authority on the date below.

Signature: _____



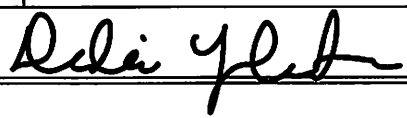
Date Submitted: _____

7/3/19

ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION
Chapter 196.1995, Florida Statutes

DR-418
R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both,
no later than March 1 of the year the exemption is desired to take effect.

1 Business name REGENT MEDICAL AND AESTHETICS CLINIC		Mailing address 1209 NORTH CENTER STREET																																																	
2 Please give name and telephone number of owner or person in charge of this business.		PERRY FL 32347																																																	
Name DULCIE YELVERTON 850-843-1834		Telephone number 8508431834																																																	
3 Exact Location (Legal Description and Street Address) of Property for which this return is filed 1209 NORTH CENTER STREET			4 Date you began, or will begin, business at this facility 08/2019																																																
5 Description of the improvements to real property for which this exemption is requested UPDATING/UPGRADING INTERIOR			Date of commencement of construction of improvements 06/13/2019																																																
6 Description of the tangible personal property for which this exemption is requested and date when property was, or is to be purchased			APPRAISER'S USE ONLY																																																
Class or Item	Age	Date of Purchase	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th align="center" colspan="3">Taxpayer's Estimate of</th> </tr> <tr> <th align="center">Original Cost</th> <th align="center">Cond*</th> <th align="center">Fair Market Rent</th> </tr> <tr> <td>LASER</td> <td>0</td> <td>N/A</td> </tr> <tr> <td>MEDICAL OFFICE DESK, COMPUTERS, EQUIP</td> <td>1</td> <td></td> </tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	Taxpayer's Estimate of			Original Cost	Cond*	Fair Market Rent	LASER	0	N/A	MEDICAL OFFICE DESK, COMPUTERS, EQUIP	1																																					
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Original Cost	Cond*	Fair Market Rent																																																	
LASER	0	N/A																																																	
MEDICAL OFFICE DESK, COMPUTERS, EQUIP	1																																																		
Average value of inventory on hand: 20,000			*Condition: good, avg (average), or poor																																																
Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.																																																			
7 Do you desire exemption as a <input checked="" type="checkbox"/> new business or <input type="checkbox"/> expansion of an existing business		9 Trade levels (check as many as apply)																																																	
8 Describe type or nature of your business FAMILY MEDICAL AND AESTHETICS WITH WELLNESS		<input checked="" type="checkbox"/> Retail <input checked="" type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Manufacturing <input checked="" type="checkbox"/> Professional <input checked="" type="checkbox"/> Service <input checked="" type="checkbox"/> Office <input checked="" type="checkbox"/> Other, specify:																																																	
10 Number of full-time employees to be employed in Florida																																																			
If an expansion of an existing business:		Net increase in employment	% Increase in productive output resulting from this expansion																																																
11 Sales factor for the facility requesting exemption:																																																			
Total sales in Florida from this facility-one (1) location only		divided by	Total sales everywhere from this facility-one (1) location only																																																
			=																																																
12 For office space owned and used by a corporation newly domiciled in Florida		Date of incorporation in Florida	Number of full-time employees at this location																																																
I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)																																																			
Date 07/03/2019		Signature, preparer																																																	
Signature, taxpayer 		Preparer's address																																																	
Title OWNER		Preparer's telephone number																																																	

Property Appraiser's Use Only		
I	Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources	\$
II	Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section	\$
III	Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation	\$
IV	Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted	
	Improvements to real property \$	Personal property \$
V	I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a	
	<input type="checkbox"/> new business <input type="checkbox"/> expansion of an existing business <input type="checkbox"/> neither	
VI	Last year for which exemption may be applied	

Application to be filed not later than March 1

Date

Signature, Property Appraiser

General Information

Ad Valorem property tax exemptions can be granted to new and expanding businesses only after the voters of a city and/or county vote in a referendum to allow that city or county to grant exemptions. Section 196.1995, Florida Statutes, requires that a referendum be held if: (1) The Board of County Commissioners or governing authority of a municipality (city or county commission) votes to hold such a referendum, or (2) if the county or city commission receives a petition signed by ten percent of the registered voters of the county or city. This referendum question can then be placed before the voters of a city or county at any regular election or special election called for voting on the tax incentive referendum or for any other purpose.

If the voters authorize exemptions, a company must first meet the definitions of a new or expanding business as stated in s. 196.012 (15) and (16), F.S.

The expansion must be on the same or a collocated site of the business current operations.

If a business meets one of the above definitions as a new or expanding business, it must then file this application with the county or city commission or both.

After the city or county commission receives this application, it must submit the application to the county property appraiser for review. After the property appraiser makes the report as to the fiscal impact of granting the exemption, the county or city commission shall then adopt an ordinance in the usual manner-granting the exemption, if it chooses to do so.

A business cannot receive exemption from school taxes or water management district taxes. Also a business must pay taxes that were voted by the voters of a city or county to pay for bond issues and other special tax levies authorized by the voters of a city or county.

The exemption can only be for the improvements to the real property and for tangible personal property. The land on which the new or expanding business is to be located will still be taxed and taxes must be paid on it.

The action taken by a city or county commission can only exempt the taxes paid to that governmental body. A city can only exempt its taxes; a county can only exempt its taxes. All other taxes must be paid.

Statutory Definitions

Section 196.011 Annual application required for exemption. —

(1)(a) Every person or organization who, on January 1, has the legal title to real or personal property, except inventory, which is entitled by law to exemption from taxation as a result of its ownership and use shall, on or before March 1 of each year, file an application for exemption with the county property appraiser, listing and describing the property for which exemption is claimed and certifying its ownership and use. The Department of Revenue shall prescribe the forms upon which the application is made. Failure to make application, when required, on or before March 1 of any year shall constitute a waiver of the exemption privilege for that year, except as provided in subsection (7) or subsection (8).

Section 196.012(15) and (16), Florida Statutes

(15) "New business" means:

(a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant;

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s.220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

3. An office space in this state owned and used by a corporation newly domiciled in this state; provided such office space houses 50 or more full-time employees of such corporation; provided that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

(b) Any business located in an enterprise zone that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

(c) A new business that is situated on property annexed into a municipality and that, at the time of annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.

(16) "Expansion of an existing business" means:

(a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible

personal property at a fixed location and which comprises an industrial or manufacturing plant; or

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operation on a site collocated with a commercial or industrial operation owned by the same business, resulting in a net increase in employment of not less than 10 percent or an increase in productive output of not less than 10 percent.

(b) Any business located in an enterprise zone that increases operations on a site collocated with a commercial or industrial operation owned by the same business.

Section 196.1995 Economic development ad valorem tax exemption.-

(6) With respect to a new business as defined by s. 196.012(15)(c), the municipality annexing the property on which the business is situated may grant an economic development ad valorem tax exemption under this section to that business for a period that will expire upon the expiration of the exemption granted by the county. If the county renews the exemption under subsection (7), the municipality may also extend its exemption. A municipal economic development ad valorem tax exemption granted under this subsection may not extend beyond the duration of the county exemption.

Section 220.15(5), Florida Statutes.

(5) The sales factor is a fraction the numerator of which is the total sales of the taxpayer in this state during the taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period.

(a) As used in this subsection, the term "sales" means all gross receipts of the taxpayer except interest, dividends, rents, royalties, and gross receipts from the sale, exchange, maturity, redemption, or other disposition of securities. However:

1. Rental income is included in the term if a significant portion of the taxpayer's business consists of leasing or renting real or tangible personal property; and

2. Royalty income is included in the term if a significant portion of the taxpayer's business consists of dealing in or with the production, exploration, or development of minerals.

(b)1. Sales of tangible personal property occur in this state if the property is delivered or shipped to a purchaser within this state, regardless of the f.o.b. point, other conditions of the sale, or ultimate destination of the property, unless shipment is made via a common or contract carrier.

2. When citrus fruit is delivered by a cooperative for a grower-member, by a grower-member to a cooperative, or by a grower-participant to a Florida processor, the sales factor for the growers for such citrus fruit delivered to such processor shall be the same as the sales factor for the most recent taxable year of that processor. That sales factor, expressed only as a percentage and not in terms of the dollar volume of sales, so as to protect the confidentiality of the sales of the processor, shall be furnished on the request of such a grower promptly after it has been determined for that taxable year.

3. Reimbursement of expenses under an agency contract between a cooperative, a grower-member of a cooperative, or a grower and a processor is not a sale within this state.

(c) Sales of a financial organization, including, but not limited to, banking and savings institutions, investment companies, real estate investment trust, and brokerage companies, occur in this state if derived from:

1. Fees, commissions, or other compensation for financial services rendered within this state;

2. Gross profits from trading in stocks, bonds, or other securities managed within this state;

3. Interest received within this state, other than interest from loans secured by mortgages, deeds of trust, or other liens upon real or tangible personal property located in this state, and dividends received within this state;

4. Interest charged to customers at places of business maintained within this state for carrying debit balances of margin accounts, without deduction of any costs incurred in carrying such accounts;

5. Interest, fees, commissions, or other charges or gains from loans secured by mortgages, deeds of trust or other liens upon real or tangible personal property located in this state or from installment sale agreements originally executed by a taxpayer or the taxpayer's agent to sell real or tangible personal property located in this state;

6. Rents from real or tangible personal property located in this state; or

7. Any other gross income, including other interest, resulting from the operation as a financial organization within this state.

In computing the amounts under this paragraph, any amount received by a member of an affiliated group (determined under s. 1504(a) of the Internal Revenue code, but without reference to whether any such corporation is an "includable corporation" under s. 1504(b) of the Internal Revenue code) from another member of such group shall be included only to the extent such amount exceeds expenses of the recipient directly related thereto.