

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

MONDAY, NOVEMBER 2, 2020  
6:00 P.M.

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

IN AN EFFORT TO PROTECT THE PUBLIC AND THE BOARD OF COUNTY  
COMMISSIONERS, A CONFERENCE LINE HAS BEEN SET UP TO  
ACCOMMODATE COMMUNITY ACCESS TO THE MEETING.

CONFERENCE LINE: 1-917-900-1022  
ACCESS CODE: 32347#

THIS IS NOT A TOLL-FREE NUMBER AND YOU MAY BE SUBJECT TO  
LONG DISTANCE CHARGES, ACCORDING TO YOUR LONG  
DISTANCE PLAN.

When the chairperson opens the meeting for public comment, please follow the below  
instructions:

If you wish to speak please dial \*5. The moderator will unmute your line when it is your turn to  
speak, and notify you by announcing the last 4 digits of your telephone number. Please  
announce your name and address. You will be allowed to speak for 3 minutes.

THIS MEETING WILL ALSO BE LIVE STREAMED ON THE TAYLOR  
COUNTY BOARD OF COUNTY COMMISSIONERS FACEBOOK PAGE  
<https://www.facebook.com/taylor.bocc>

If you wish to view the meeting on Facebook you must have a Facebook profile. Search under  
Taylor Bocc and you can view the meeting at 6:00 pm. The Facebook livestream will not be  
monitored for questions or comments, please call the conference call number if you wish to  
speak.

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 STATEMENTS OF QUALIFICATIONS (SOQS) FROM QUALIFIED PROFESSIONAL ENGINEERING FIRMS TO PROVIDE ENGINEERING SERVICES FOR COASTAL DREDGING PROJECTS THAT REQUIRE STUDIES, DESIGN, PLAN PRODUCTION AND CONSTRUCTION INSPECTION/MANAGEMENT SERVICES, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE WHICH AMENDS ORDINANCE NO. 2017-07, TO PROVIDE THAT SECTION 4, USE OF FUNDS, BE AMENDED.

AWARDS/RECOGNITION:

6. CHAIRPERSON FEAGLE, ON BEHALF OF THE ENTIRE BOARD, TO PRESENT A PLAQUE TO COMMISSIONER MURPHY, IN APPRECIATION OF HIS SERVICE TO TAYLOR COUNTY WHILE SERVING AS COMMISSIONER OF DISTRICT 3.
7. CHAIRPERSON FEAGLE, ON BEHALF OF THE ENTIRE BOARD, TO PRESENT A PLAQUE TO COMMISSIONER PAGE, IN APPRECIATION OF HIS SERVICE TO TAYLOR COUNTY WHILE SERVING AS COMMISSIONER OF DISTRICT 1.

**CONSENT ITEMS:**

8. EXAMINATION AND APPROVAL OF INVOICES FROM OCTOBER 20, 2020 AND NOVEMBER 2, 2020.
9. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE SCOP ROAD PROJECT (EAST ELLISON ROAD) FUND, SCRAP ROAD PROJECT (NORTH ELLISON ROAD) FUND, SCRAP ROAD PROJECT (EAST ELLISON ROAD) FUND AND THE GENERAL FUND, AS SUBMITTED BY DANNIELLE WELCH, FINANCE DIRECTOR.
10. THE BOARD TO CONSIDER APPROVAL OF 2020 NG911 GRANT AGREEMENT, AS AGENDAED BY KATIE MORRISON, 911 COORDINATOR.
11. THE BOARD TO CONSIDER APPROVAL TO AWARD GOVERNMENT SERVICES GROUP (GSG) BID FOR PROVIDING PROGRAM ADMINISTRATION, MANAGEMENT AND PROJECT DELIVERY SERVICES FOR THE FY 2021-2023 STATE HOUSING INITIATIVE PROGRAM (SHIP) AND TO APPROVE THE EXECUTION OF A CONTRACT WITH GSG, AS AGENDAED BY MELODY COX, GRANTS WRITER.
12. THE BOARD TO CONSIDER APPROVAL OF AWARD OF THE NORTH AND EAST ELLISON ROAD WIDENING/RESURFACING PROJECT, UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY ROAD ASSISTANCE AND SMALL COUNTY OUTREACH PROGRAMS, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
13. THE BOARD TO CONSIDER APPROVAL OF AWARD OF THE HINGSON TANNER AND ELLISON FRITH ROAD SECONDARY ROAD IMPROVEMENT PROJECTS, AS AGENDAED BY THE COUNTY ENGINEER.
14. THE BOARD TO CONSIDER APPROVAL OF EXTENSION OF CONTRACT WITH EAST COAST COURT SERVICES, LLC FOR MISDEMEANANT OFFENDER SUPERVISION SERVICES, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
15. THE BOARD TO CONSIDER REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE SUBMITTED CARES ACT SPENDING PLAN, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

16. THE BOARD TO CONSIDER APPROVAL OF DRAFT INTERLOCAL AGREEMENTS WITH TAX COLLECTOR, THE CLERK OF COURTS AND THE DEPARTMENT OF HEALTH, FOR CARES ACT EXPENDITURES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
17. THE BOARD TO CONSIDER APPROVAL OF REVISED CONTRACT WITH COLLINS LAND CLEARING SERVICES, FOR OBSTRUCTION TREE REMOVAL AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
18. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ERECT GATES AT THE END OF THE ROADS LEADING TO THE STEINHATCHEE AND BLUE SPRINGS ROLL-OFF SITES, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

PUBLIC REQUESTS:

19. JACK SMITH, FLORIDA FOREST SERVICE AREA SUPERVISOR, AND JARED BEAUCHAMP, FLORIDA FOREST SERVICE SENIOR FORESTER, TO APPEAR TO PRESENT THE ANNUAL REPORT ON COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAMS.
20. ROSEMARY WOODS, ATKINS GLOBAL, TO APPEAR TO PROVIDE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) M-CORES PROGRAM UPDATE.

COUNTY STAFF ITEMS:

21. THE BOARD TO CONSIDER APPROVAL OF GRANT SUBMISSION TO THE FISCAL YEAR 2027 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ALTERNATIVES PROGRAM, FOR THE CONTINUATION OF SIDEWALK ON FIRST AVENUE IN STEINHATCHEE, AS AGENDAED BY THE GRANTS WRITER.

COUNTY ATTORNEY ITEMS:

22. THE COUNTY ATTORNEY TO DISCUSS PROPOSED ORDINANCE/NOTICE TO AMEND COUNTY ORDINANCE NO. 2020-02.



COUNTY ADMINISTRATOR ITEMS:

23. THE BOARD TO CONTINUE DISCUSSION ON NEW LEASING AGREEMENT WITH LEASING 2, TO REFINANCE LEASE/PURCHASE FOR TWO (2) DUMP TRUCKS AND 2 ROLL-OFF SITE TRUCKS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
24. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
25. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
26. 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](http://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.

9

(5)

*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

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

October 6, 2020

VIA E-MAIL AND REGULAR MAIL

Hon. Annie Mae Murphy  
Clerk of Court  
Post Office Box 620  
Perry, Florida 32348

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

Re: Ordinance Amending Ordinance No. 2017-07

Dear Annie Mae and LaWanda:

Pursuant to the Board's instructions, please find enclosed the revised Ordinance and Notice Amending Ordinance No. 2017-07.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

enclosures

**ORDINANCE NO.:**\_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PURSUANT TO CHAPTER 212.055(3) FLORIDA STATUTES TITLED SMALL COUNTY SURTAX WHICH AMENDS ORDINANCE NO. 2017-07 TO PROVIDE THAT SECTION 4 USE OF FUNDS OF SAID ORDINANCE IS AMENDED TO READ "THE PROCEEDS OF THE SURTAX LEVIED AND ANY INTEREST ACCRUED THERETO SHALL BE USED (1) FUNDING FOR CAPITAL IMPROVEMENTS AND ALSO EMERGENCY MEDICAL SERVICES OPERATIONAL EXPENSES OF THE COUNTY"; PROVIDING SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 212.055(3) Florida Statutes the Board of County Commissioners passed Ordinance No. 2017-07, and

**WHEREAS**, the Board has determined that said Ordinance No. 2017-07 needs to be amended to provide that the said proceeds and interest should also be used for emergency medical services operational expenses, and

**WHEREAS**, the Board of County Commissioners of Taylor County have voted by extraordinary vote to amend Ordinance No. 2017-07.

**THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA AFTER HAVING DULY ADVERTISED AND HELD IN REGULAR SESSION BY EXTRAORDINARY VOTE:**

**Section 1.**

That Section 4 Use of Funds in Ordinance No. 2017-07 is amended to read,

**"Section 4. Use of Funds.** The proceeds of the surtax levied and any interest accrued thereto shall be used for the following:

- (1) Funding for capital improvements and also emergency medical services operational expenses of the County."

**Section 2.**

In all other respects Ordinance No. 2017-07 shall remain the same.

**Section 3. Severability.** If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion.

**Section 4. Effective Date.** This Ordinance shall be effective as provided by law.

**PASSED and ADOPTED** in regular session by the Board of County Commissioners of Taylor County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
PAM FEAGLE, Chairperson

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

NOTICE (PURSUANT TO FLORIDA  
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance which amends Ordinance No. 2017-07 to provide that Section 4 of said Ordinance be amended, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on \_\_\_\_\_, 2020, at \_\_\_\_\_. The title of the proposed ordinance is:

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PURSUANT TO CHAPTER 212.055(3) FLORIDA STATUTES TITLED SMALL COUNTY SURTAX WHICH AMENDS ORDINANCE NO. 2017-07 TO PROVIDE THAT SECTION 4 USE OF FUNDS OF SAID ORDINANCE IS AMENDED TO READ "THE PROCEEDS OF THE SURTAX LEVIED AND ANY INTEREST ACCRUED THERETO SHALL BE USED (1) FUNDING FOR CAPITAL IMPROVEMENTS AND ALSO EMERGENCY MEDICAL SERVICES OPERATIONAL EXPENSES OF THE COUNTY"; PROVIDING SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public 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.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (East Ellison Road) FUND** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

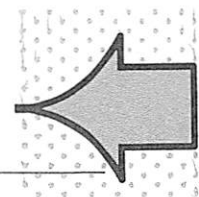
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$73,569	172-3344905	SCOP Grant - Revenue
\$73,569	0334-53101	SCOP East Ellison Road Professional Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 2nd day of November, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman



Balance of Grant Funding at 2020 FYE not included in the 2021 FY Budget

✓

East Ellison Road (SCOP) Dept 0334 / Fund 172

BEGINNING BALANCE 10/1/19 \$ 254,598.67

REVENUE \$ -  
received \$ -

EXPENDITURES \$ (54.48)

ENDING BALANCE 9/30/20 \$ 254,544.19



Actual CF Balance @ 9/30/20

Budgeted CF Balance @ 10/1/20 =  
\$ 180,975

Need to amend Budget  
By \$ 73,569

*DMW*

SCOP E Ellison (10/27/20 dmw)

O.C.

254,544.19 +  
180,975.00 -  
000  
73,569.19 \*

SUNGARD PENTAMATION, INC.  
DATE: 10/27/2020  
TIME: 17:58:09

TAYLOR COUNTY BOARD OF COMMISSIONERS  
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTAI1

SELECTION CRITERIA: expldgr.key\_orgn='0334'  
ACCOUNTING PERIOD: 1/21

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

FUND-172 SCOP/EAST ELLISON ROAD  
FUNCTION-540 TRANSPORTATION  
ACTIVITY-541 ROAD & STREET FACILITIES  
TOTL/DEPT-0334 SCOP/EAST ELLISON ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	40,992.00	40,992.00	.00	.00	40,992.00	.00
53401	CONTRACTUAL SERVICES	139,983.00	139,983.00	.00	.00	139,983.00	.00
	TOTAL SCOP/EAST ELLISON ROAD	180,975.00	180,975.00	.00	.00	180,975.00	.00
	TOTAL SCOP/EAST ELLISON ROAD	180,975.00	180,975.00	.00	.00	180,975.00	.00
TOTAL REPORT		<u>180,975.00</u>	180,975.00	.00	.00	180,975.00	.00

1  
Amt Budgeted  
@ 10/1/20

Per Kenneth put  
in 0334-53101



SUNGARD PENTAMATION, INC.  
DATE: 10/27/2020  
TIME: 17:58:24

TAYLOR COUNTY BOARD OF COMMISSIONERS  
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTAll

SELECTION CRITERIA: expledgr.key\_orgn='0334'  
ACCOUNTING PERIOD: 13/20

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

FUND-172 SCOP/EAST ELLISON ROAD  
FUNCTION-540 TRANSPORTATION  
ACTIVITY-541 ROAD & STREET FACILITIES  
TOTL/DEPT-0334 SCOP/EAST ELLISON ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	35,136.00	58,560.00	23,424.00	.00	58,560.00	.00
53401	CONTRACTUAL SERVICES	123,499.00	195,984.52	72,485.52	.00	195,984.52	.00
54902	LEGAL ADVERTISING	.00	54.48	54.48	54.48	.00	100.00
	TOTAL SCOP/EAST ELLISON ROAD	158,635.00	254,599.00	95,964.00	54.48	254,544.52	.02
	TOTAL SCOP/EAST ELLISON ROAD	158,635.00	254,599.00	95,964.00	54.48	254,544.52	.02
	TOTAL REPORT	158,635.00	254,599.00	95,964.00	54.48	254,544.52	.02

ending Balance  
@ 9/30/20

DWelch  
10/27/20

## RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCRAP ROAD PROJECT (North Ellison Road) FUND** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

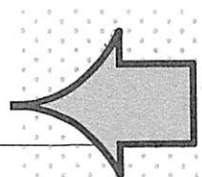
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$60,188	171-3344906	SCRAP Grant - Revenue
		SCRAP North Ellison Road
\$60,188	0333-53101	Professional Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 2nd day of November, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman



Balance of Grant Funding at 2020 FYE not included in the 2021 FY Budget

SIGN  
& DATE

✓

North Ellison Road (SCRAP) Dept 0333 / Fund 171

BEGINNING BALANCE 10/1/19 \$ 233,014.34

REVENUE \$ -  
received \$ -

EXPENDITURES \$ (56.42)

ENDING BALANCE 9/30/20 \$ 232,957.92

↓  
actual CF Balance @ 9/30/20  
Budgeted CF @ 10/1/20 \$ 172,770

need to amend Budget  
by \$ 60,188

SCRAP North Ellison Rd Dept 0333 (10/27/20 dmw)

DW

232,957.92 \*  
172,770.00 -  
000  
60,187.92 \*

SUNGARD PENTAMATION, INC.  
DATE: 10/27/2020  
TIME: 17:50:40

TAYLOR COUNTY BOARD OF COMMISSIONERS  
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA11

SELECTION CRITERIA: expledgr.key\_orgn='0333'  
ACCOUNTING PERIOD: 1/21

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

FUND-171 SCRAP PROJ/ N. ELLISON RD  
FUNCTION-540 TRANSPORTATION  
ACTIVITY-541 ROAD & STREET FACILITIES  
TOTL/DEPT-0333 SCRAP/ N. ELLISON RD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	50,400.00	50,400.00	.00	.00	50,400.00	.00
53401	CONTRACTUAL SERVICES	122,370.00	122,370.00	.00	.00	122,370.00	.00
	TOTAL SCRAP/ N. ELLISON RD	172,770.00	172,770.00	.00	.00	172,770.00	.00
	TOTAL SCRAP PROJ/ N. ELLISON	172,770.00	172,770.00	.00	.00	172,770.00	.00
TOTAL REPORT		<u>172,770.00</u>	172,770.00	.00	.00	<u>172,770.00</u>	.00

Budgeted amt  
@ 10/1/20

Need to amend Budget  
By \$ 60,188

Per Kenneth put in  
0333-53101

DWELCH  
10/27/20

SUNGARD PENTAMATION, INC.  
DATE: 10/27/2020  
TIME: 17:47:05

TAYLOR COUNTY BOARD OF COMMISSIONERS  
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTall

SELECTION CRITERIA: expledgr.key\_orgn='0333'  
ACCOUNTING PERIOD: 13/20

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

FUND-171 SCRAP PROJ/ N. ELLISON RD  
FUNCTION-540 TRANSPORTATION  
ACTIVITY-541 ROAD & STREET FACILITIES  
TOTL/DEPT-0333 SCRAP/ N. ELLISON RD

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	43,200.00	72,000.00	28,800.00	.00	72,000.00	.00
53401	CONTRACTUAL SERVICES	109,209.00	160,957.58	51,748.58	.00	160,957.58	.00
54902	LEGAL ADVERTISING	.00	56.42	56.42	56.42	.00	100.00
	TOTAL SCRAP/ N. ELLISON RD	152,409.00	233,014.00	80,605.00	56.42	232,957.58	.02
	TOTAL SCRAP PROJ/ N. ELLISON	152,409.00	233,014.00	80,605.00	56.42	232,957.58	.02
	TOTAL REPORT	152,409.00	233,014.00	80,605.00	56.42	232,957.58	.02

Balance @ 9/30/20

Dwelch  
10/27/20

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCRAP ROAD PROJECT (East Ellison Road) FUND** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

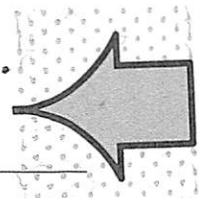
BE IT RESOLVED that the listed receipts and appropriations be transferred from the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$43,309	170-3344906	SCRAP Grant - Revenue
\$43,309	0332-53101	SCRAP Project/E. Ellison Road Professional Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 2nd day of November, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman



**SIGN  
& DATE**

Balance of Grant Funding at 2020 FYE not included in the 2021 FY Budget

East Ellison Road (SCRAP) Dept 0332 / Fund 170

BEGINNING BALANCE 10/1/19 \$ 155,796.99

REVENUE

received \$ -

EXPENDITURES \$ (35.04)

ENDING BALANCE 9/30/20 \$ 155,761.95



Actual CF @ 9/30/20

Budgeted CF @ 10/1/20 = 112,453

Need to Amend budget  
by \$ 43,309

SCRAP E Ellison Rd Dept 0332 (10/27/20 dmw)

*DMW*

000

155,761.95	+
112,453.00	-
43,308.95	*

SUNGARD PENTAMATION, INC.  
DATE: 10/27/2020  
TIME: 17:32:13

TAYLOR COUNTY BOARD OF COMMISSIONERS  
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA11

SELECTION CRITERIA: expdgr.key\_orgn='0332'  
ACCOUNTING PERIOD: 1/21

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

FUND-170 SCRAP PROJ/E. ELLISON RD  
FUNCTION-540 TRANSPORTATION  
ACTIVITY-541 ROAD & STREET FACILITIES  
TOTL/DEPT-0332 SCRAP/ E. ELLISON RD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	26,208.00	26,208.00	.00	.00	26,208.00	.00
53401	CONTRACTUAL SERVICES	86,245.00	86,245.00	.00	.00	86,245.00	.00
	TOTAL SCRAP/ E. ELLISON RD	112,453.00	112,453.00	.00	.00	112,453.00	.00
	TOTAL SCRAP PROJ/E. ELLISON R	112,453.00	112,453.00	.00	.00	112,453.00	.00
TOTAL REPORT		112,453.00	112,453.00	.00	.00	112,453.00	.00



Actual CF = 155,762  
Need to amend  
budget by \$ 43,309

Per Kenneth put in  
0332-53101



SUNGARD PENTAMATION, INC.  
DATE: 10/27/2020  
TIME: 17:29:45

TAYLOR COUNTY BOARD OF COMMISSIONERS  
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPST11

SELECTION CRITERIA: expledgr.key\_orgn='0332'  
ACCOUNTING PERIOD: 13/20

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

FUND-170 SCRAP PROJ/E. ELLISON RD  
FUNCTION-540 TRANSPORTATION  
ACTIVITY-541 ROAD & STREET FACILITIES  
TOTL/DEPT-0332 SCRAP/ E. ELLISON RD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	22,464.00	22,464.00	.00	.00	22,464.00	.00
53401	CONTRACTUAL SERVICES	76,171.00	133,296.96	57,125.96	.00	133,296.96	.00
54902	LEGAL ADVERTISING	.00	35.04	35.04	35.04	.00	100.00
	TOTAL SCRAP/ E. ELLISON RD	98,635.00	155,796.00	57,161.00	35.04	155,760.96	.02
	TOTAL SCRAP PROJ/E. ELLISON R	98,635.00	155,796.00	57,161.00	35.04	155,760.96	.02
TOTAL REPORT		98,635.00	155,796.00	57,161.00	35.04	155,760.96	02

#155,762

Bal@ 9/30/20

## R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2021, to be in excess of the advertised budget.

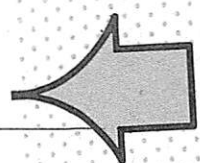
**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2021.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$1,688	001-3899010	General Fund - Cash Brought Forward
\$1,688	0473-55220	Sports Complex/Operational - Tools & Implements

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 2nd day of November, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2021 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman



**SIGN  
& DATE**

**Represents CARRY FORWARD of Insurance Reimbursement for Sports Complex not expended in FY20**

SUNGARD PENTAMATION, INC.  
DATE: 10/12/2020  
TIME: 15:18:58

TAYLOR COUNTY BOARD OF COM  
EXPENDITURE AUDIT TF

PAGE NUMBER: 1  
AUDIT21

SELECTION CRITERIA: expledgr.key\_orgn='0473' and expledgr.account='55220'  
ACCOUNTING PERIODS: 1/20 THRU 13/20

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 - 0473 - SPORTS COMPLEX/OPERATIONL

not  
expended  
Before  
FYE  
10/04

699.00 -  
179.00 -  
559.98 -  
249.99 -  
1,687.97 \*

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	DESCRIPTION	CUMULATIVE BALANCE
001-570-572-0473-0473 - SPORTS COMPLEX/OPERATIONL								
55220	TOOLS & IMPLEMENTS					.00	.00	.00 BEGINNING BALANCE
	10/01/19	11-1				500.00		POSTED FROM BUDGET SYSTEM
	06/15/20	17-9	20201429-01		000082 PERRY AUTO SUPPL		500.00	BLANKET
	06/23/20	24-9		2020-687	P148 FLORIDA MUNICIPA	-7,707.03		INSURANCE CK INLAND MARIN
	06/30/20	17-9	20201512-01		7407 SILAS TURNER, LL		1,658.80	FS 131R TRIMMER
	06/30/20	17-9	20201512-02		7407 SILAS TURNER, LL		552.92	FC 91 EDGER
	06/30/20	17-9	20201512-03		7407 SILAS TURNER, LL		868.92	BR 700 BLOER
	06/30/20	17-9	20201512-04		7407 SILAS TURNER, LL		473.96	HT 103 POLE SAW
	06/30/20	17-9	20201512-05		7407 SILAS TURNER, LL		434.46	HL 94 HEDGER
	06/30/20	17-9	20201512-06		7407 SILAS TURNER, LL		157.96	MS 180 CHAIN SAW
	06/30/20	17-9	20201512-07		7407 SILAS TURNER, LL		276.46	MS 250 CHAIN SAW
	07/21/20	21-10	20201429-01	63244	000082 PERRY AUTO SUPPL	339.00	-339.00	BLANKET
	07/21/20	21-10	20201429-01	63244	000082 PERRY AUTO SUPPL	6.32	-161.00	BLANKET
	07/21/20	21-10	20201512-01	63261	7407 SILAS TURNER, LL	1,658.80	-1,658.80	FS 131R TRIMMER
	07/21/20	21-10	20201512-02	63261	7407 SILAS TURNER, LL	552.92	-552.92	FC 91 EDGER
	07/21/20	21-10	20201512-03	63261	7407 SILAS TURNER, LL	868.92	-868.92	BR 700 BLOER
	07/21/20	21-10	20201512-04	63261	7407 SILAS TURNER, LL	473.96	-473.96	HT 103 POLE SAW
	07/21/20	21-10	20201512-05	63261	7407 SILAS TURNER, LL	434.46	-434.46	HL 94 HEDGER
	07/21/20	21-10	20201512-06	63261	7407 SILAS TURNER, LL	157.96	-157.96	MS 180 CHAIN SAW
	07/21/20	21-10	20201512-07	63261	7407 SILAS TURNER, LL	276.46	-276.46	MS 250 CHAIN SAW
	08/31/20	17-11	20201783-01		7407 SILAS TURNER, LL		663.52	FS 131R TRIMMER
	09/02/20	17-12	20201836-01		7407 SILAS TURNER, LL		200.00	SEPTEMBER BLANKET
	09/03/20	17-12	20201845-01		000116 CASHWAY BLDG.PRO		699.00	M-18 TOOL CORDLESS KIT/ P
	09/03/20	17-12	20201845-02		000116 CASHWAY BLDG.PRO		179.00	M-18 CORDLESS GREASE GUN
	09/03/20	17-12	20201845-03		000116 CASHWAY BLDG.PRO		559.98	TWO PUSH MOWERS
	09/03/20	17-12	20201845-04		000116 CASHWAY BLDG.PRO		249.99	M18 1/2 IMP WRENCH
	09/22/20	21-12	20201783-01	63638	7407 SILAS TURNER, LL	663.52	-663.52	FS 131R TRIMMER
	10/05/20	21-13	20201836-01	63768	7407 SILAS TURNER, LL	49.90	-49.90	SEPTEMBER BLANKET
	10/05/20	21-13	20201836-01	63768	7407 SILAS TURNER, LL	41.90	-41.90	SEPTEMBER BLANKET
	10/05/20	21-13	20201836-01	63768	7407 SILAS TURNER, LL	106.75	-108.20	SEPTEMBER BLANKET
TOTAL	TOOLS & IMPLEMENTS					500.00	-2,076.16	1,687.97 888.19
TOTAL TOTL/DEPT - SPORTS COMPLEX/OPERATIONL						500.00	-2,076.16	1,687.97 888.19
TOTAL FUND - GENERAL FUND						500.00	-2,076.16	1,687.97 888.19

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b> 	2020 NG911 Grant Agreement
<b>Meeting Date:</b>	November 2nd, 2020

**Statement of Issue:** Florida Federal NG911 Grant Agreement to receive Spring 2020 Grant Award

\_\_\_\_\_

\_\_\_\_\_

**Recommendation:** Sign contract

**Fiscal Impact:** \$ 48,734.84      **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Katie Morrison

**Contact:** 850-838-1104 or katie.morrison@taylorsherrif.org

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** FL DMS have now implemented this new agreement that will apply to all 2020 NG/E911 Grants and all Grants moving forward. The E911 Board is requiring a written agreement to memorialize in writing the existing processes and procedures for reimbursement. This document must be signed and returned to the State to receive the Grant Award.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Options:**
- 1. Sign the Acceptance Agreement
  - 2. If not signed, we will not be reimbursed for the 2020 Spring Grant

- Attachments:**
- 1. Agreement Summary
  - 2. Grant Award Document with Terms and Conditions

## **Florida Federal NG911 Grant Agreement Summary**

### **Background**

In September of 2019, the State of Florida received notification that its Federal Grant Application for an NG911 Grant administered by the National Telecommunications Industry Association and Federal Department of Transportation was approved. This grant award in the amount of \$6,314,348.00, requires the State of Florida and subsequent county and tribal recipients of these funds to comply with certain rules and requirements established by the awarding agencies.

The State of Florida, Department of Management Services is the designated grant manager for this federal grant award. One of the requirements that this grant stipulates includes the necessity of the state to provide 40% matching funds as part of the grant program. The state and the E911 Board have agreed to utilize E911 Trust Fund monies and established state grant awards provided by the E911 Board to meet this matching funds requirement.

Additional terms and conditions required by the federal grant are included in the grant agreement document, which needs to be signed by an authorized official of the sub-recipient (generally a county or tribal organization).

### **Overview of Grant Requirements**

If an E911 Board grant award will be utilized to comply with the Federal Grant (either federal funds or matching state funds), the sub-recipient will receive such notification in the award letter.

The agreement document outlines all necessary components of compliance with the Federal NG911 Grant program, and we have incorporated existing state grant requirements that have been in effect, but, that we have not previously required in a signed agreement with sub-recipients.

It is the Department's intent that these grant agreements not impose any unnecessary obligations on the counties and tribal organizations, rather the agreements will memorialize in writing existing processes and procedures for reimbursement while ensuring compliance with all applicable state and the new Federal NG911 Grant rules and laws.

Since we have a short window for the expenditure of the NG911 Grant program funds, it is important to execute the grant award agreement document as soon as possible. These identified NG911 projects must be completed by March 31, 2022.

If you have any questions regarding the grant agreement, please contact the Florida State E-911 Coordinator, Leon Simmonds, at [leon.simmonds@dms.myflorida.com](mailto:leon.simmonds@dms.myflorida.com) or (850) 921-0041.



Florida E911 Board  
 2555 Shumard Oak Blvd.  
 Tallahassee, FL 32399-0950  
 Tel: 850-922-7451  
 Fax: 850-488-9837

April 28, 2020

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

FEID #: 59-6000879

Subject: Spring 2020 Rural County - Reimbursement Grant Program

Dear Taylor County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your reimbursement grant award for E911 funds to improve the 911 system serving your county.

Please see the attached grant award agreement for details regarding applicable funding rules for the NG-911 Federal grant program that your grant award may requires.

The following provides details concerning the Spring 2020 Rural County Grant Program grant(s) to Taylor County:

<u>Grant Number</u>	<u>CSFA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Federal Funding</u>
20-04-29	72.001	\$48,734.84	\$48,734.84		
			\$44,834.84	E911 System Maintenance	No Association
			\$3,900.00	Map Maintenance	No Association
<b>Total Grant Awards:</b>			\$48,734.84		

Board Members: Laurene J. Anderson • Carolyn Dill-Collier • Chesley Dillon • Mathew E. Matney  
 Christie A. Pontis • Casey E. Reed • Brad Swanson

Spring 2020 Rural County - Reimbursement Grant Program  
Page Two


Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

[http://www.leg.state.fl.us/STATUTES/index.cfm?App\\_mode=Display\\_StatuteSearch\\_String=URL=0200-0299/0215/Sections/0215.97.html](http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html)

*Additionally, since your grant award may include funds that are being used in accordance with rules and laws pertaining to the Federal NG-911 Grant Program as either federal or state matching funds, the attached grant agreement incorporates these additional terms and conditions and is hereby incorporated into this grant agreement. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County.*

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:  
  
F42DFD5AF5C945D...

Matthew Matney, Chief  
Bureau of Public Safety - E911

MM/KR

cc: Taylor County 911 Coordinator

## **Additional Terms and Conditions for Rural Grant**

The terms of this document supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program (hereinafter the "Application"), and the Grantee's award letter.

### **1. GENERAL TERMS AND CONDITIONS**

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee's award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
  - 1.1.1. this document;
  - 1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
  - 1.1.3. the Grantee's award letter; and
  - 1.1.4. the Grantee's submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement begins upon award (made at the E911 Board meeting on April 16, 2020) and ends on May 4, 2021
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, and regulations, including, but not limited to, those identified in the "Applicable Statutes and Regulations" table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.
  - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement
  - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
  - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

### **2. AUTHORITY**



The Department has been appropriated funds from the Emergency Communications Number 911 System Trust to provide grants to counties for the purpose of upgrading 911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

### 3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

### 4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to complete: One year of 911 system and Map maintenance.		
Performance Standard	Documentation	Financial Consequences
Complete all work to complete one year of 911 system and Map Maintenance in accordance with the Grantee's contract with its vendor, which is attached as Attachment 2 [note: this Agreement will be amended to attach this contract once obtained by the Grantee].	1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: <ol style="list-style-type: none"> <li>Any contracts or purchase orders with vendors;</li> <li>Vendor invoices;</li> <li>Proof of payment to vendors; and</li> <li>Proof of receipt of deliverables.</li> </ol>	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: <ol style="list-style-type: none"> <li>Temporarily withhold cash payments pending correction of the deficiency by Grantee;</li> <li>Disallow all or part of the cost of the activity or action not in compliance;</li> <li>Wholly or partly suspend or terminate the current award for the Grantee;</li> <li>Suspend or deny future grant awards; or</li> <li>Take other remedies that may be legally available.</li> </ol> DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$48,734.84		

### 5. CONTACTS

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 5.1.2. Review all documentation for which the Grantee requests payment; and
- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

**Leon Simmonds, State 911 Coordinator**  
**2555 Shumard Oak Blvd Suite 260**  
**Tallahassee, FL 32399**

**Alrene Hicks, Grant Manager**  
**4030 Esplanade Way**  
**Tallahassee, FL 32399**

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

**The County 911 Coordinator, named in the Application.**

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

## **6. AUDIT REQUIREMENTS**

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

## **7. RECORDS**

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4 The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A-87).

## **8. PUBLIC RECORDS**

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

## **9. LIABILITY**

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

## **10. EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

## **11. REMEDIES**

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
  - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
  - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

## **12. TERMINATION**

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
  - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
  - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

## **13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS**

- 13.1 The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
- 13.2 With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3 The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement for which the State Legislature is in any part a funding source shall contain language requiring the contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement; (ii) be bound by all applicable state and federal laws and regulations; and (iii) hold the Department and Grantee harmless against all claims of whatever nature arising out of the performance of work under this Agreement to the extent allowed and required by law.

## **14. MANDATED CONDITIONS**

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.

- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <http://www.uscis.gov/e-verify>.
- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

## **15. MISCELLANEOUS**

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

- 15.7. **Electronic Funds Transfer Enrollment.** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. **Survival.** Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. **Notices.** All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 3 herein.

I hereby affirm my authority and responsibility for the use of funds requested.

**Grantee**

\_\_\_\_\_  
Signature - Chair, Board of County Commissioners or County Manager

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

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

\_\_\_\_\_  
Department of Management Services

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

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

#### APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

#### General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
Chapter 112, F.S. - Public Officers and Employees: General Provisions
Chapter 119, F.S. - Public Records
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance

§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
<b>Florida Administrative Code (F.A.C.)</b>
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
<b>Memoranda</b>
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

#### State E911 Plan and E911 Board Statutes and Rules

<b>Florida Statutes</b>
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
<b>Florida Administrative Code</b>
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - E911 Board</i>

State Grant Number: <u>20-04-29</u> State Grant Award Date: <u>4/16/2020</u>	
Catalog of State Financial Assistance number: <u>72.001</u>	Catalog of State Financial Assistance title: Wireless 911 Telephone System Rural County Grant Program



**Attachment 1**  
**AUDIT REQUIREMENTS**  
**FOR AWARDS OF STATE AND FEDERAL**  
**FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

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**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

**Part II: State Funded**

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit

and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

1. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

### **Part III: Other Audit Requirements**

N/A

### **Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): [oiginvestigation@dms.myflorida.com](mailto:oiginvestigation@dms.myflorida.com)

or

Paper (hard copy):

The Department of Management Services  
Office of the Inspector General  
4030 Esplanade Way, Ste 250  
Tallahassee, FL 32399-0950

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401

111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

#### **Part V: Record Retention**

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

**EXHIBIT 1**

**Federal Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

**1. Federal Program A:**

Federal/State Project:

Federal/State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.001 Wireless 911 Emergency Telephone

System Rural County Grant Program

Amount: \$48,734.84

**Compliance Requirements Applicable to the Federal Resources  
Awarded Pursuant to this Agreement are as Follows:**

**1. Federal Program A:**

N/A

**2. Federal Program B:**

N/A

**State Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

**1. Federal Program A:**

N/A

**2. Federal Program B:**

N/A

**Subject to Section 215.97, F.S.:**

**1. State Project A:**

N/A

**2. State Project B:**

N/A

**Compliance Requirements Applicable to State Resources Awarded  
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement #20-04-29 between the Grantee and the Department, entered in State Fiscal Year 2019-2020.

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to approve awarding Government Services Group (GSG) the bid for providing Program Administration, Management & Project Delivery Services for the FFY 2021-2023 State Housing Initiative Program (SHIP) and move forward with the execution of a contract with GSG. The RFP's were received at the October 20, 2020 Board meeting.

**MEETING DATE REQUESTED:**

November 2, 2020

**Statement of Issue:**

The RFP Review Committee is recommending awarding GSG the bid and moving forward with an execution of a contract for Program Administration, Management & Project Delivery Services for the SHIP Program for FFY 2021-2023.

**Recommended Action:**

The RFP Review Committee recommends awarding the bid and moving forward with execution of a contract with GSG.

**Fiscal Impact:**

All SHIP Program Administrative Services are 100% grant funded. No cash match is required by the Board.

**Budgeted Expense: Y/N**

Yes, the SHIP Program Administration fees are included in the FFY 2020-2021 budget.

**Submitted By:**

Melody Cox, Grants Writer

**Contact:**

Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

The Board received RFP's at the October 20, 2020 meeting. Two proposals were received from: Government Services Group and Guardian Community Resource Management, Inc. All documents were found to be in order and in compliance with the advertised RFP for both firms. The Review Committee was LaWanda Pemberton, Jami Evans and Melody Cox. The Committee scored the proposals as follows:

1. Government Services Group  
Average Score: 85.66
2. Guardian Community Resource Management, Inc.

**Average Score: 83**

**GSG currently administers SHIP on behalf of the County however, their current contract expired October 31, 2020. If the Board approves awarding the bid to GSG, a contract will be prepared for approval and execution at the upcoming Board meeting.**

**Attachments: RFP Review Committee Tabulation Sheets**

**Taylor County**  
**Program Administration, Management, and Project Delivery Services**  
**FFY 2021 through 2023 SHIP Program and Other Related Services**

**Proposer A:**      **Government Services Group**

**Proposer B:**      **Guardian Community Resource Management Inc.**

**Proposer C:**

**Proposer D:**

**Proposer E:**

**Proposer F:**

**Proposer G:**

**Proposer H:**

<u>Criteria</u>	<u>Proposer</u> <u>A</u>	<u>Proposer</u> <u>B</u>	<u>Proposer</u> <u>C</u>	<u>Proposer</u> <u>D</u>	<u>Proposer</u> <u>E</u>	<u>Proposer</u> <u>F</u>	<u>Proposer</u> <u>G</u>	<u>Proposer</u> <u>H</u>
Profile (15 Points)	15	15						
Staff Experience (15 Points)	15	15						
Program Experience (30 Points)	20	15						
Regulatory Compliance Experience (10 Points)	8	10						
Approach/ Strategy (10 Points)	10	8						
References (10 Points)	8	10						
Fees (5 Points)	5	2						
Minority Certification (5 Points)	0	5						
Total Score (100 Possible)	81	80						

**Ranking:**    #1 GSG  
                   #2 Guardian  
                   #3 \_\_\_\_\_  
                   #4 \_\_\_\_\_

**Reviewer:** \_\_\_\_\_  
**Signature** Paulanda Pemberton **Date** 10/25/2020

**Taylor County**  
**Program Administration, Management, and Project Delivery Services**  
**FFY 2021 through 2023 SHIP Program and Other Related Services**

**Proposer A:**    Government Services Group

**Proposer B:**    Guardian Community Resource Management Inc.

**Proposer C:** \_\_\_\_\_

**Proposer D:** \_\_\_\_\_

**Proposer E:** \_\_\_\_\_

**Proposer F:** \_\_\_\_\_

**Proposer G:** \_\_\_\_\_

**Proposer H:** \_\_\_\_\_

<u>Criteria</u>	<u>Proposer A</u>	<u>Proposer B</u>	<u>Proposer C</u>	<u>Proposer D</u>	<u>Proposer E</u>	<u>Proposer F</u>	<u>Proposer G</u>	<u>Proposer H</u>
<b>Profile (15 Points)</b>	15	15						
<b>Staff Experience (15 Points)</b>	15	15						
<b>Program Experience (30 Points)</b>	25	20						
<b>Regulatory Compliance Experience (10 Points)</b>	9	10						
<b>Approach/ Strategy (10 Points)</b>	10	9						
<b>References (10 Points)</b>	10	10						
<b>Fees (5 Points)</b>	5	2						
<b>Minority Certification (5 Points)</b>	0	5						
<b>Total Score (100 Possible)</b>	89	86						

**Ranking:**    #1    Government Services Group

                 #2    Guardian Community Resource Management, Inc.

                 #3    \_\_\_\_\_

                 #4    \_\_\_\_\_

**Reviewer:** Jami Evans

Signature Jami Evans                      Date 10/26/20



**Signature**      **Melody Cox**      **Date**    **10-24-2020**

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

### SUBJECT/TITLE:



COMMISSIONERS TO CONSIDER AWARD OF THE NORTH & EAST ELLISON ROAD WIDENING/RESURFACING PROJECT UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE AND SMALL COUNTY OUTREACH PROGRAMS.

### MEETING DATE REQUESTED:

November 2, 2020

### Statement of Issue:

The Board received and opened a proposal for the North & East Ellison Road Widening/Resurfacing Project on October 5, 2020. The Board appointed Hank Evans, Scott Knight and Kenneth Dudley as the Bid Review Committee.

Bid(s) received for the Project are as follows:

Anderson Columbia Co., Inc.

\$1,398,449.29

### Recommended Action:

Staff recommends that the Board accept Anderson Columbia's submission as the lowest responsive bid and award the project based on available funding.

### Fiscal Impact:

FISCAL YR 2020/21 - \$643,236.00 SCRAP/SCOP Funding

FISCAL YR 2020/21 - \$201,630.00 CEI Expense

### Budgeted Expense:

PARTIAL FUNDING AVAILABLE

### Submitted By:

ENGINEERING DIVISION

### Contact:

COUNTY ENGINEER

## SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

### History, Facts & Issues:

By the direction of the Board, plans and specifications for the improvement of Ellison Road from Green Street to the East end of Ellison Road under the FDOT's Small County Road Assistance and Small County Outreach Programs were prepared and solicited for bids. The project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 1.62 miles of roadway. Beyond reconstruction, widening and resurfacing, the improvements also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work as more fully detailed in the plans and specifications.

On October 5, 2020, a single bid was received, opened and distributed to the Bid Committee for further review. That bid was evaluated and the results of that review are as follows:

<b>Required Items</b>	<b>Company Name</b>
	<b>Anderson Columbia Co., Inc.</b>
<b>Bid Bond</b>	✓, 5%
<b>Insurance - Liability /Workers Compensation/ LongShoreman's</b>	✓, Expires 5/1/2021
<b>Workers' Compensation Hold Harmless</b>	N/A; Coverage Provided
<b>Public Entity Crimes Affidavit</b>	✓
<b>Non-Collusion Affidavit</b>	✓
<b>Valid Business Contractor License</b>	✓
<b>E-Verify Registration</b>	✓
<b>Proposed Subcontractors &amp; Suppliers</b>	Not included (Generally self-perform most activities)
<b>Project References</b>	✓
<b>Proposal Amount</b>	<b>\$1,398,449.29</b>

The Bid Committee found the submission to be generally responsive to the solicitation specifications and recommends accepting Anderson Columbia Co., Inc. as the lowest responsive bidder. However, with an available current project funding of \$643,236 and an expected Construction Engineering and Inspection expense of \$201,630, the construction cost will be over \$900,000 beyond available funding. As a result, Staff has reached out to FDOT District 2 Staff to see if any additional monies might be a possibility. In the event FDOT is unable to provide sufficient funding in total or in part, the Board approved using the Secondary Road Common Account to fund the needed balance for this project.


**Options:**


- 1) Accept award to Anderson Columbia Co., Inc. as the lowest responsive bidder.
- 2) Reject Anderson Columbia Co., Inc. as the lowest responsive bidder stating reasons for such denial.


**Attachments:**

Anderson Columbia Co., Inc. Bid

**Review Committee:**

 Hank Evans, Public Works Director

 Scott Knight, Road Superintendent

 Kenneth Dudley, County Engineer

**COPY****BID FORM**East & North Ellison Road Widening/Resurfacing2013-004-ENG**TABLE OF ARTICLES**

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

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

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

**1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.****ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS****2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.****ARTICLE 3 - BIDDER'S REPRESENTATIONS****3.01 In submitting this Bid, Bidder represents that:**

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

Addendum No.Addendum Date19/29/20

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

#### ARTICLE 4 – FURTHER REPRESENTATIONS

**4.01** Bidder further represents that:

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



**ARTICLE 5 – BASIS OF BID**

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

East & North Ellison Road Widening/Resurfacing Project

Total Lump Sum Bid Price	ONE MILLION THREE HUNDRED NINETY EIGHT THOUSAND	
270 Days	FOUR HUNDRED FORTY NINE DOLLARS AND TWENTY NINE CENT	\$ <u>1,398,449.29</u>
	(words)	(numerals)

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

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

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

**ARTICLE 6 – TIME OF COMPLETION**

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

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

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

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

## ARTICLE 8 – DEFINED TERMS

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

## ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): N/A

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: N/A (SEAL)

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

Name (typed or printed): \_\_\_\_\_

### A Corporation

Corporation Name: Anderson Columbia Co., Inc. (SEAL)

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

By: E. Tony Williams, Jr.  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): E. Tony Williams, Jr.

Title: Vice President

(CORPORATE SEAL)

Attest

Karyl L. Howen WitnessDate of Authorization to do business in FLORIDA is 03 / 07 / 1988A Joint VentureName of Joint Venture: N/A

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 October 2, 2020State Contractor License No. CGC060909 (If applicable)



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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 2013-003-ENG  
for Taylor County Board of County Commissioners

2. This sworn statement is submitted by Anderson Columbia Co., Inc.  
(Name of entity submitting sworn statement)

Whose business address is P. O. Box 1829, Lake City, FL. 32056

\_\_\_\_\_ and  
(if applicable) its Federal Employer Identification Number (FEIN) is 59-2871935.  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is E. Tony Williams, Jr. and my relationship to the entity  
name above is Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

[Signature]  
(Signature)

October 2, 2020

(Date)

STATE OF Florida

COUNTY OF Columbia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, E. Tony Williams, Jr.,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 2nd day  
of October, 2020.

My commission expires: September 2, 2021

[Signature]  
NOTARY PUBLIC



**NON-COLLUSION AFFIDAVIT**(STATE OF FLORIDA, COUNTY OF ~~XXXX~~ ColumbiaE. Tony Williams, Jr. being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Vice President of  
(Owner, Partner, Officer, Representative or Agent)  
Anderson Columbia Co., Inc., 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

[Signature]  
Witness

[Signature]  
Witness

By: [Signature]  
Signature

E. Tony Williams, Jr., Vice President  
Print Name and Title

STATE OF FLORIDA, (COUNTY OF ~~XXXX~~ Columbia

On this the 2nd day of October, 2020, before me, the undersigned Notary Public of the State of Florida, 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:

SEAL OF OFFICE:



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

X Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

Type of Identification Produced



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2020

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).

<b>PRODUCER</b> PentaRisk Associates of Georgia 1870 The Exchange SE #100 Atlanta GA 30339	<b>CONTACT NAME:</b> Catherine Galbraith	
	<b>PHONE (A/C, No, Ext):</b> 404-809-2530 <b>FAX (A/C, No):</b> 404-809-2531	
	<b>E-MAIL:</b> cgalbraith@pentarisk.com	
	<b>ADDRESS:</b> cgalbraith@pentarisk.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> Zurich American Insurance Company	16535
	<b>INSURER B :</b> RSUI Indemnity Company	22314
	<b>INSURER C :</b> XL Insurance America, Inc.	24554
	<b>INSURER D :</b> Safety National Casualty Corporation	15105
	<b>INSURER E :</b> Endurance American Specialty Insurance Company	41718
	<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:** 307320151**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GLO-0193980-04	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP-0193981-04	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$		NHA089847 SXS004977203 EXC30000098104	5/1/2020 5/1/2020 5/1/2020	5/1/2021 5/1/2021 5/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	SP 4062817	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****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

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Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**WILLIAMS, ERVIN TONY JR**

ANDERSON COLUMBIA CO INC  
1871 NW GUERDON ST  
LAKE CITY FL 32055

**LICENSE NUMBER: CGC060909**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

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





**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

April 20, 2020

ANDERSON COLUMBIA CO., INC.  
871 NW GUERDON STREET  
LAKE CITY, FLORIDA 32055

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2021. However, the new application is due 4/30/2021.

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

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

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

**FDOT APPROVED WORK CLASSES:**

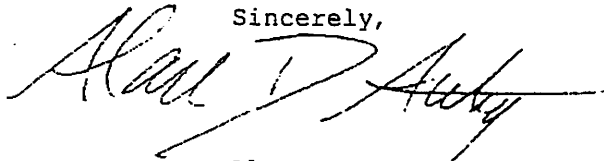
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, UTILITY WORK

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

ANDERSON COLUMBIA CO., INC.  
April 20, 2020  
Page two

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

Sincerely,



Alan Autry, Manager  
Contracts Administration Office

AA:cg

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Anderson Columbia Co., Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired; meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 254136

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

Company ID Number: 254136

Approved by:

<b>Employer</b> Anderson Columbia Co., Inc.	
<b>Name (Please Type or Print)</b> Tonya E Wasson	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/18/2009
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/18/2009

Company ID Number: 254136

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Anderson Columbia Co., Inc.
Company Facility Address	871 Guerdon Street Lake City, FL 32056
Company Alternate Address	PO Box 1829 Lake City, FL 32087
County or Parish	COLUMBIA
Employer Identification Number	592871935
North American Industry Classification Systems Code	238
Parent Company	Anderson Columbia Co., Inc.
Number of Employees	1,000 to 2,499
Number of Sites Verified for	3

Company ID Number: 254136

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

FLORIDA	1 site(s)
GEORGIA	1 site(s)
TEXAS	1 site(s)

Company ID Number: 254136

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Patti A Chiappini  
Phone Number (386) 752 - 7585 ext. 231  
Fax Number (386) 755 - 9132  
Email Address chiappinip@andersoncolumbia.com

Name Mark Resler  
Phone Number (386) 752 - 7585 ext. 252  
Fax Number (386) 755 - 9132  
Email Address mresler@andersoncolumbia.com

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## Project References

ACCI NO.	FIN Number	Contract No.	Description	Original Contract Amount	Final Contract Amt.	Performance Score	Time Began	Work Began	Final Acceptance
	217105 432309-15201, etc	T2647	SR 200(US 301) from Andrews st to NW 219th, CR 100A to SR 100, SR 100 to Andrews St, Bradford Co	9,199,403.71	8,983,559.88	98	07/21/17	08/14/17	10/08/18
	518104 430466-15201	T3573	CR 89 Over Pine Baren Cr (Br # 480098) in Escambia Co	4,160,238.45	4,552,719.84	100	03/25/17	04/08/17	11/26/18
313105-513105	220683-75201, etc.	E3L25	SR 85 (US 331) from N of SR 20 to I-10 in Walton Co DESIGN BUILD	47,637,200.00	48,894,059.68	104	08/02/13	08/02/13	12/17/18
	218114 410218-27210	E2Y01	SR 47 @ MP 2.06 to MP 3.88 Maintenance in Gilchrist Co	410,000.00	410,000.00	100	01/30/19	02/18/19	03/14/19
	517104 432289-15201	T3627	CR 259 over Ward Creek Br. No 540043 in Jefferson Co	3,174,344.70	3,375,560.88	100	01/22/18	02/08/18	04/13/19
	217115 436162-15201	T2683	SR 15 (US 1) from Alligator Crk to S. of Hilliard in Nassau Co	8,121,503.18	10,160,459.77	90	02/25/19	02/25/19	05/02/19
	818101 430655-15201	T5816	SR 492 (NE 14th St) from SR 25(Pine St) to SR 40 (Silver Springs Blvd) in Marion Co	4,231,482.75	4,389,644.37	100	08/18/19	08/18/19	05/17/18
	517103 415252-15201/415252-15601/415253-15201/415253-	T2658	CR 458 (Gulf Blvd), Levy Co at Daughtry Bayou and Lewis Pass Bridge	7,821,242.75	8,111,040.34	104	09/05/17	09/05/17	04/19/19
	317105 432740-25201	T3642	SR 8 (I-10) from E of CR 69A to Gadsden Co Line in Jackson Co	8,739,220.57	9,585,354.32	89	01/03/18	01/03/18	07/11/19
	218104 436172-15201	T2691	SR 55 (US 19) from Taylor Co Line to Cross City in Dale Co	13,785,287.40	15,189,271.26	95	07/28/18	08/07/18	06/28/19
	618102 413435-25201 & 413435-25601	E3R03	SR 727 (Fairfield Dr) from S of Usher Cir. To N of Hestia Pl. in Escambia Co	1,381,327.45	1,317,929.41	98	08/07/18	08/07/18	08/13/19
	218101 436174-15201 & 436174-15601	T2679	SR 111 (Cassat Ave) from Blanding Blvd to Lenox Ave in Duval Co	10,753,984.18	11,198,057.30	97	04/20/18	04/23/18	10/20/19
	219104 410212-97205	E2230	I-75 Maintenance in Columbia Co	598,673.35	598,673.35	91	08/27/19	08/27/19	10/17/19
	218108 208001-52201, 208001-65201, 436988-15201	T2616	SR 223 from N of SR 100 to US 301 in Bradford Co	48,935,290.64	48,931,005.45	108	08/09/16	08/09/16	11/01/19
	219105 4427424-15201 & 442726-15201	T2742	CR 122 & CR 23A Emergency Operations in Baker Co	98,208.08	93,539.39	92	09/03/19	09/03/19	01/10/20
	318101 432739-35201	T3667	SR 8 (I-10) from Holmes Co line to E of SR 77 in Washington Co	10,109,834.89	10,325,034.17	95	04/12/18	04/12/18	01/09/20
	218113 437619-15201	T2721	SR 55 (US 19) from Cross City to Old Town in Dixie Co	8,899,704.15	7,868,068.11	89	01/24/19	01/24/19	04/27/20
	319103 436620-12501	T3708	CR 280 (Shady Grove) from SR 69 to CR 286 (Blueberry Dr) in Jackson Co	2,063,749.48	2,000,236.96	98	08/26/19	08/26/19	05/08/20
	518109 212844-35201/ 415248-15201	T2709	CR 361 (Keaton Beach Rd) over Cypress Crk Br & Fish Crk Br in Taylor Co	3,482,427.80	3,508,155.64	98	04/08/19	04/07/19	

**BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Anderson Columbia Co., Inc.  
871 NW Guerdon Street  
Lake City, FL 32055

**SURETY (Name and Address of Principal Place of Business):**

Travelers Casualty and Surety Company of America AND Berkshire Hathaway Specialty Insurance Company  
One Tower Square  
Hartford, CT 06183  
1314 Douglas Street, Ste 1400  
Omaha, NE 68102-1944

**OWNER (Name and Address):**

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
108 NORTH JEFFERSON ST.  
PERRY FL, 32347

**BID**

Bid Due Date: October 2, 2020

**Project (Brief Description Including Location):** *East & North Ellison Road Widening/Resurfacing Contract:* The intent of this contract is to secure all labor and equipment required for the East & North Ellison Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 20 ft wide road to a 22 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

**BOND**

Bond Number: Bid Bond

Date (Not later than Bid due date): October 2, 2020

Penal Sum: Five Percent of the Amount Bid

(Words)

5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

Anderson Columbia CO., Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature and Title E. Tony Williams, Jr., Vice President

Attest:

Signature and Title Karyl L. Howell, Witness

**SURETY**

Travelers Casualty and Surety Company of America AND  
Berkshire Hathaway Specialty Insurance Company

Surety's Name and Corporate Seal

By:

Signature and Title Kevin Wojtowicz Attorney-in-Fact  
(Attach Power of Attorney)

Attest:

Signature and Title Jennifer Stephens, WITNESS

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kevin Wojtowicz of St. Petersburg, Florida, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

*Robert L. Raney*  
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof,** I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



*Marie C. Tetreault*  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

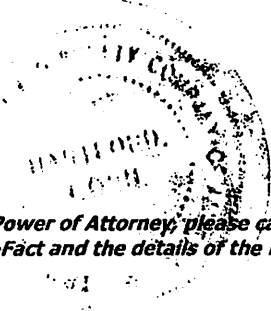
**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of October, 2020



*Kevin E. Hughes*  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



Berkshire Hathaway  
Specialty Insurance

17492

## Power Of Attorney

### BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Kevin Wojtowicz, 1000 Central Avenue, Suite 200 of the city of St. Petersburg State of Florida**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

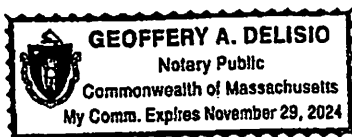


#### NOTARY

State of Massachusetts, County of Suffolk, ss:

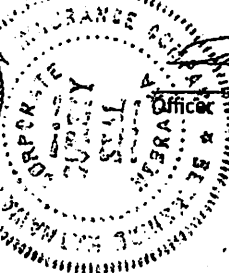
On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this October 2, 2020.



To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [legislator.Porter@bhsispecialty.com](mailto:legislator.Porter@bhsispecialty.com) THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claimsnotice@bhsispecialty.com](mailto:claimsnotice@bhsispecialty.com), via fax to (617) 507-8259, or via mail.

**ADDENDA**

**TAYLOR COUNTY BOCC**

To: ALL RESPONDENTS

From: Kenneth Dudley, Taylor County Engineering Department

Date: September 28, 2020

Re: East & North Ellison Road Widening/Resurfacing Project  
Addendum No. 1

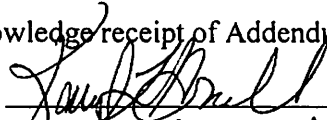
This memorandum is to serve as an Addendum to the **East & North Ellison Road Widening/Resurfacing Project** solicitation package to be received in the Clerk's Office by 4:00 pm on Friday, October 2, 2020, and to be opened and read aloud by the Board of County Commissioners on October 5, 2020.

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

1. **Update Construction Plans to include missing pay items related to removal and replacement of concrete driveway turnouts and to correct the depiction of the mixed base as illustrated on the cross section sheets. Updated plan set available on County Bid Document web page.**

I hereby acknowledge receipt of Addendum No. 1:

Name:



Company:

ANDERSON COLUMBIA Co. Inc.

Date:

SEPT 28, 2020

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

### SUBJECT/TITLE:



COMMISSIONERS TO CONSIDER AWARD OF THE HINGSON TANNER AND ELLISON FRITH ROAD SECONDARY ROAD IMPROVEMENT PROJECTS

### MEETING DATE REQUESTED:

November 2, 2020

### Statement of Issue:

The Board received and opened proposals for the Hingson Tanner and Ellison Frith Road Improvement Project on October 5, 2020. The Board appointed Hank Evans, Scott Knight and Kenneth Dudley as the Bid Review Committee.

### Bid(s) received for the Project are as follows:

Anderson Columbia Co., Inc.

\$618,574.21

Curt's Construction, Inc.

\$583,416.95

### Recommended Action:

Staff recommends that the Board accept Curt's Construction as the lowest responsive bid and award the Hingson Tanner Road project based on available funding.

### Fiscal Impact:

FISCAL YR 2020/21 - \$389,300.00 SRIP Funding

FISCAL YR 2020/21 - \$124,474.04 CEI Expense

### Budgeted Expense:

YES

### Submitted By:

ENGINEERING DIVISION

### Contact:

COUNTY ENGINEER

## SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

### History, Facts & Issues:

The Board requested and received bids for the improvement of Hingson Tanner and Ellison Frith Roads under the Secondary Road Improvement Program. On October 5, 2020, the two bids received were opened and distributed to the Bid Committee for further review. These bids were evaluated and the results of that review are as follows:



<b>Required Items</b>	<b>Company Name</b>	
	<i>Anderson Columbia Co., Inc.</i>	<i>Curt's Construction, Inc.</i>
<b>Bid Bond</b>	✓, 5%	✓, 5%
<b>Insurance - Liability /Workers Compensation/ LongShoreman's</b>	✓, Expires 5/1/2021	✓, Expires 10/1/2021
<b>Workers' Compensation Hold Harmless</b>	N/A; Coverage Provided	N/A; Coverage Provided
<b>Public Entity Crimes Affidavit</b>	✓	✓
<b>Non-Collusion Affidavit</b>	✓	✓
<b>Valid Business Contractor License</b>	✓	✓
<b>E-Verify Registration</b>	✓	✓
<b>Proposed Subcontractors &amp; Suppliers</b>	Not included	✓
<b>Project References</b>	✓	✓
<b>Proposal Amount</b>	<b>\$618,574.21</b> <b>(HT \$278,358.39; EF \$340,215.82)</b>	<b>\$583,416.95</b> <b>(HT \$271,638.75; EF \$311,778.20)</b>

The Bid Committee found each of the Bid submissions to be generally responsive to the solicitation specifications and recommends accepting Curt's Construction, Inc. as the lowest responsive bidder. However, with an available current project funding of \$389,300.00 and a potential Construction Engineering and Inspection expense of \$124,474.04, even the lowest bid is more than what is available. Based on that funding limitation, Staff presented and the Board considered the eventuality of not being able to award both projects. The situation was considered by the Board and decided that if the bids were found to be responsive, Hingson Tanner Road would be awarded now and once additional funding was available, Ellison Frith may be completed at a later date.

#### **Options:**

- 1) Accept award to Curt's Construction, Inc. as the lowest responsive bidder with individual project award limited to Hingson Tanner Road.
- 2) Reject Curt's Construction, Inc. as the lowest responsive bidder stating reasons for such denial.


#### **Attachments:**

Curt's Construction, Inc. Bid

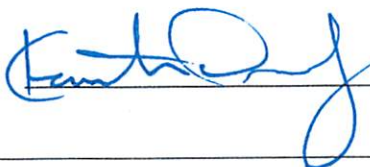
#### **Review Committee:**



Hank Evans, Public Works Director



Scott Knight, Road Superintendent



Kenneth Dudley, County Engineer



**BID FORM**Hingson Tanner and Ellison Frith Road2015-004-ENG**TABLE OF ARTICLES**

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

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

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

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

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.Addendum Date\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_

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

#### ARTICLE 4 – FURTHER REPRESENTATIONS

**4.01 Bidder further represents that:**

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

**ARTICLE 5 – BASIS OF BID**

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

Hingson Tanner Road and Ellison Frith Road SRIP Projects		
Total Lump Sum Bid Price	Five hundred eighty three thousand four hundred <u>sixteen dollars and ninety five cents</u>	\$ <u>583,416.95</u>
110 Days	(words)	(numerals)
Hingson Tanner Road	Two hundred seventy one thousand six hundred <u>thirty eight dollars and seventy five cents</u>	\$ <u>271,638.75</u>
	(words)	(numerals)
Ellison Frith Road	Three hundred eleven thousand seven hundred <u>seventy eighty dollars and twenty cents</u>	\$ <u>311,778.20</u>
	(words)	(numerals)

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

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

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

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

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

- A. Required Bid security in the form of \_\_\_\_\_
- B. Certificate of Liability Insurance or Agency Statement
- C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
- D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
- E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.

- F. Non-Collusion Affidavit
- G. Valid Business/Contractor Licensing/Registration Information
- H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.
- I. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.
- J. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- K. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- L. List of Project References (Include: Project Cost, Completion date, Owner Contact information, etc.)

## ARTICLE 8 – DEFINED TERMS

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

## ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

### A Partnership

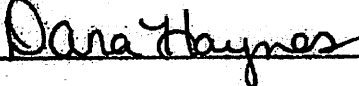
Partnership Name: \_\_\_\_\_ (SEAL)

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

Name (typed or printed): \_\_\_\_\_

A CorporationCorporation Name: Curt's Construction, Inc. (SEAL)State of Incorporation: FloridaType (General Business, Professional, Service, Limited Liability): GeneralBy:   
(Signature -- attach evidence of authority to sign)Name (typed or printed): Curtis HaynesTitle: President

(CORPORATE SEAL)

Attest Date of Authorization to do business in FLORIDA is 2 / 14 / 03A 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 519 NW Crawford Ct.White Springs, FL 32096

Phone No. 386-362-7814 Fax No. 386-364-2802

SUBMITTED on October 2, 20 20

State Contractor License No. CGC1510346 (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:

*Hingson Tanner and Ellison Frith Road  
Taylor County, Florida*

**Contract:** The intent of this contract is to secure all labor and equipment required for the Hingson Tanner and Ellison Road projects in Taylor County, Florida. This project consist of furnishing all needed materials, equipment, labor and supervision to improve the two graded roadways to a paved surface. Beyond surfacing, the improvements also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work as more fully detailed in the plans and specifications.

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

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

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

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

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

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

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

DONE AND EXECUTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

STATE OF FLORIDA  
COUNTY OF TAYLOR

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

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Accepted by Taylor County, Florida this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

by \_\_\_\_\_



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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 2015-004  
for Taylor County Board of County Commissioners
2. This sworn statement is submitted by Curt's Construction, Inc.  
(Name of entity submitting sworn statement)

Whose business address is 519 NW Crawford Ct.

White Springs, FL 32096 and

(if applicable) its Federal Employer Identification Number (FEIN) is 54-2099720,  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is Dana Haynes and my relationship to the entity  
name above is Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

Dana Haynes  
(Signature)

October 2, 2020

(Date)

STATE OF Florida

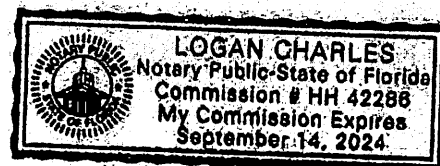
COUNTY OF Columbia

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

who, after first being sworn by me, affixed his/her signature in the space provided above on this 2nd day  
of October, 2020

My commission expires: 9-14-2024

Logan Charles  
NOTARY PUBLIC



**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

Dana Haynes being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Vice President of  
(Owner, Partner, Officer, Representative or Agent)  
Curt's Construction, Inc., 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:

[Signature]  
Witness[Signature]  
WitnessBy: [Signature]  
SignatureDana Haynes, Vice President  
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

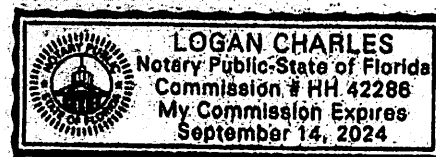
On this the 2nd day of October, 2020, before me, the undersigned Notary Public of the State of Florida, personally appeared Dana Haynes (Name(s)) of individual(s) who appeared before me as a notary and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

[Signature]  
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

Logan Charles  
(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



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

May 26, 2020

CURT'S CONSTRUCTION, INC  
519 NW CRAWFORD COURT  
WHITE SPRINGS, FLORIDA 32096

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2021. However, the new application is due 4/30/2021.

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

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

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

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, CURB & GUTTER, LIFT STATION, UNDERGROUND UTILITIES (WATER AND SEWER).

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

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

Sincerely,

Alan Autry, Manager  
Contracts Administration Office

AA:cg



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**LAWSON, WALTER JOSEPH**

CURT'S CONSTRUCTION INC  
20555 76TH STREET  
LIVE OAK FL 32060

**LICENSE NUMBER: CGC1510346**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2020

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  
The Della Porta Group, Inc.  
7807 Baymeadows Road B  
Ste 301  
Jacksonville FL 32256

CONTACT NAME: Terry Collins  
PHONE (904) 646-0310  
FAX (904) 646-1143  
E-MAIL: tcollins@dellaportagroup.com  
ADDRESS:

INSURED  
Curt's Construction, Inc.

(386) 758-1935

519 NW Crawford Ct  
White Springs FL 32096

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A - National Trust Insurance Co	20141
INSURER B - Auto-Owners Insurance Company	18988
INSURER C - Southern-Owners Insurance Co.	10190
INSURER D - FCCI Insurance Co	10178
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: Cert ID: 6463

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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GL10003134603	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP Aggr \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	5253221800	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTIONS	<input type="checkbox"/> <input type="checkbox"/>	5253221801	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	WC010006149501	10/06/2020	10/06/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment		78532416	10/01/2020	10/01/2021	Rented/Leased Equipment \$ 480,038

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

Taylor County Board of County Commissioners is additional insured as respects general liability including ongoing & completed operations, on a primary/noncontributory basis, including waiver of subrogation, when required by written contract. Taylor County Board of County Commissioners is additional insured as respects automobile liability including waiver of subrogation, when required by written contract. A Waiver of subrogation applies in favor of Taylor County Board of County Commissioners as respects workers compensation, when required by written contract.

## CERTIFICATE HOLDER

Taylor County  
Board of County Commissioners  
108 N Jefferson Street

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

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# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: **FCCI INSURANCE COMPANY**  
**A STOCK COMPANY**  
**6300 UNIVERSITY PKWY**  
**SARASOTA, FL 34240-8424**

Carrier Number: **24570**  
Policy Number: **001-WC19A-60641**  
Prior Policy Number: **001-WC18A-60641**

## INFORMATION PAGE

1. The Insured: **CURT'S CONSTRUCTION INC**

Mailing Address: **519 NW Crawford Ct**  
**WHITE SPRINGS, FL 32096**

Business Status: **Corporation**

Risk ID Number: **091107910**

FEIN Number: **542099720**

Other workplaces not shown above:

2. The policy period is from **10/06/19 12:01 AM** to **10/06/20 12:01 AM** at the Insured's Mailing Address.

3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation law of the state(s) listed here: **FLORIDA**

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	<u>1,000,000</u>	each accident
Bodily Injury by Disease	<u>1,000,000</u>	policy limit
Bodily Injury by Disease	<u>1,000,000</u>	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: **All states and U.S. territories except North Dakota, Ohio, Washington, Wyoming, Puerto Rico, the U.S. Virgin Islands, and states designated in Item 3.A. of the Information Page.**

D. This policy includes these endorsement and schedules:

WC000308	WC000313	WC000406 A	WC000001 A(5/88)
WC000419	WC090303	WC090401	WC000414 A
WC090407	WC090606	WC090607 A	WC090403 B
WC990609			WC990602 (5-97)

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

### SEE EXTENSION OF INFORMATION PAGE

Total Estimated Policy Premium: **\$34,851**  
Minimum Premium: **\$910**  
Program Type: **Silver Advantage Plan FLORIDA**  
Agency Name: **1007, Della Porta Group Inc**  
Agency Location: **Jacksonville, FL**  
Agency Phone Number: **(904) 646-0310**

**Curt's Construction, Inc.**  
519 NW Crawford Ct., White Springs, FL 32096  
(386) 758-1935 Fax (386) 758-7422

## PROJECT REFERENCES

**Project:** Poe Springs Road Trail Alachua County  
**Description of Project:** Project consists of MOT, Sediment Barrier, Clearing & Grubbing, Excavation, Asphalt Concrete, Inlets, Pipe Culverts, Mitered Ends, Railing, Concrete Sidewalks & Driveways, Signage and Pavement Markings.  
**\$1,148,987.57**  
**Owner:** Alachua County Board of County Commissioners  
12 SE 1st Street  
Gainesville, FL 32601  
**Contact:** Kevin Wagner  
4146 NW 37th Lane  
Gainesville, FL 32606  
Ph: 352-281-6857  
Email: [kwagner@consoreng.com](mailto:kwagner@consoreng.com)  
**Completion Date:** August 13, 2020

**Project:** 122nd Street Roadway Reconstruction Suwannee County  
**Description of Project:** Project consists of Clearing & Grubbing, Demolition, Earthwork, Paving, Milling, Stormwater Pipe, Striping, Signage, Sod - Seed & Mulch  
**\$958,834.74**  
**Owner:** Suwannee County Board of County Commissioners  
224 Pine Avenue  
Live Oak, FL 32064  
**Contact:** Willie Willis  
13150 80th Terrace  
Live Oak, FL 32060  
Email: [williew@suwgo.org](mailto:williew@suwgo.org)  
**Completion Date:** December 21, 2019

**Project:** Wilson Park Improvements  
**Description of Project:** Project Consists of Existing Pavement Demolition, Parking Lot Paving, Sidewalk Construction, Earthwork, Striping, Retaining Wall and Site Utility Restoration, Grassing.  
**\$989,971.59**  
**Contact:** Thomas Henry  
**Owner:** City of Lake City  
205 N. Marion Ave  
Lake City, FL 32056  
Ph: 386-623-0498  
Email: [henryt@lcfia.com](mailto:henryt@lcfia.com)  
**Completion Date:** September 30, 2019



***Curt's Construction, Inc.***

519 NW Crawford Ct., White Springs, FL 32096  
(386) 758-1925 Fax (386) 755-7422

**Project:** Live Oak Rail Trail

**Description of Project:** Construction of a 12" Multi-Use Trail along Abandoned CSX Railroad Bed, Clear & Grub, Earthwork, Paving, Including Signing and Pavement Marking, Sodding, Fencing and Drainage Modifications

**\$741,655.91**

**Owner:** Suwannee County Board of County Commissioners  
224 Pine Ave.

Live Oak, FL 32064

**Contact:** Mark Jarrard

Eisman Russo

301A East Hampton Springs Ave.

Perry, FL 32348

Ph: 904-376-0340

Email: [mjarrard@eismanrusso.com](mailto:mjarrard@eismanrusso.com)

**Completion Date:** July 9, 2019

**Project:** City of Live Oak CDBG Roadway Improvements

**Description of Project:** Clearing and Removal of Existing Asphalt Concrete Roadways, Earthwork, Grading Including Subgrade, Base, Asphaltic Concrete

**\$629,029.21**

**Owner:** City of Live Oak

101 SE White Ave.

Live Oak, FL 32064

**Contact:** Lane Lucas

Buttaw, Inc.

2822 Remington Green Circle, Ste. 202

Tallahassee, FL 32308

850-383-0400

Email: [lane@buttawinc.com](mailto:lane@buttawinc.com)

**Completion Date:** May 22, 2019

**Project:** CR 325 Widening & Resurfacing

**Description of Project:** Widening, Edge Repair and Resurfacing approx. 2.3 miles of Asphaltic Concrete Roadway and Lime-rock Base, Asphaltic Concrete Surface, Testing, Drainage Improvements, Driveway Construction, Guardrail Retrofit, MOT, Striping and Grassing

**\$1,139,001.46**

**Owner:** Bradford County Board of County Commissioners

945 N. Temple Ave.

Starke, FL 32091

**Contact:** Darny Inkell

Jones Edmunds

730 NE Waldo Rd.

Gainesville, FL 32641

Ph: 352-222-2244

Email: [dinkell@jonesedmunds.com](mailto:dinkell@jonesedmunds.com)

**Completion Date:** January 21, 2019

# **Curt's Construction, Inc.**

Live Oak Office: 14952 US 90, Live Oak, FL 32060  
(386) 362-7814 Fax (386) 364-2802

Lake City Office: 519 NW Crawford Ct., White Springs, FL 32096  
(386) 758-1935 Fax (386) 753-7422

## **PROPOSED SUBCONTRACTORS**

<u>Name</u>	<u>Scope of Work</u>	<u>Value</u>	<u>% of Total</u>
Daniel & Gore	Survey	\$ 15,000.00	2.3%
Cal-Tech	Testing	\$ 8,049.00	1.38%
ACME Barricades	Signage & MOT	\$ 3,500.00	0.6%
Anderson Columbia Co, Inc.	Paving	\$ 31,666.82	5.43%
Emerald Coast Striping	Striping	\$ 15,178.00	2.6%
Suwannee Valley Grassing	Sod, Seed & Mulch	\$ 8,833.10	1.51%

## **PROPOSED SUPPLIERS**

<u>Name</u>	<u>Scope of Work</u>	<u>Value</u>	<u>% of Total</u>
Beaver Bulk	Limerock	\$ 11,886.00	2.04%
Anderson Columbia Co, Inc.	Asphalt	\$ 26,531.66	4.55%



Welcome

Dana Haynes

MENU

## Company Information

**Company Name**

Curts Construction, Inc.

**Company ID Number**

454003

**Doing Business As (DBA) Name**

—

**DUNS Number**

—

**Physical Location****Address 1**

519 NW Crawford Ct.

**Address 2**

—

**City**

White Springs

**State**

FL

**Zip Code**

32096

**County**

COLUMBIA

**Mailing Address****Address 1**

—

**Address 2**

—

**City**

—

**State**

—

**Zip Code**

**Additional Information**

Employer Identification Number  
542099720

Total Number of Employees  
10 to 19

Parent Organization  
—

Administrator  
—

**Organization Designation**

Employer Category  
None of these categories apply

[View / Edit](#)**NAICS Code**

237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

Total Hiring Sites

1

[View / Edit](#)

Total Points of Contact

1

[View / Edit](#)

[View Original MOU Template](#)

[MOU](#)



Last Login: 02/19/2020 11:02 AM

U.S. Department of Homeland Security

Bid No. 2015-004-ENG / PE58014

**BID BOND**

Executed in 6 Counterparts

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**Curt's Construction, Inc.  
519 NW Crawford Court  
White Springs, FL 32096**SURETY (Name and Address of Principal Place of Business):**United Fire & Casualty Company  
PO Box 73909  
Cedar Rapids, IA 52407-3909**OWNER (Name and Address):**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
108 NORTH JEFFERSON ST.  
PERRY FL 32347**BID**

Bid Due Date: October 2, 2020

**Project (Brief Description including Location):** *Hinson Tanner and Ellison Fifth Road Contract*. The intent of this contract is to secure all labor and equipment required for the Hinson Tanner and Ellison Road projects in Taylor County, Florida. This project consist of furnishing all needed materials, equipment, labor and supervision to improve the two graded roadways to a paved surface. Beyond surfacing, the improvements also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work as more fully detailed in the plans and specifications.

**BOND**

Bond Number: N/A

Date (Not later than Bid due date): October 2, 2020

Penal Sum: Five Percent of Amount Bid

(Words)

5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER****SURETY**

Curt's Construction, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature and Title: *Dana Harmon*  
*V.P. President*

Attest:

Signature and Title: *[Signature]*

United Fire &amp; Casualty Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title: *Lisa Roseland*  
Signature and Title: Lisa Roseland, Attorney-in-Fact  
(Attach Power of Attorney) and Florida Licensed Resident Agent

Attest:

Signature and Title: *C. Meda*  
Signature and Title: Coralise Meda, Witness

1. Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

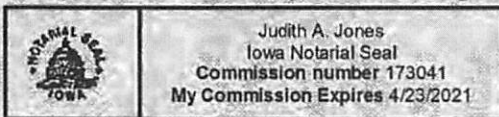
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013

UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richmann  
Vice President

State of Iowa, County of Linn, ss:

On 11th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones  
Notary Public  
My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
this 2nd day of October, 2020.



By: Mary A. Bertsch  
Assistant Secretary,  
UF&C & UF&I & FPIC



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to consider extension of contract with East Coast Court Services, LLC for Misdemeanant Offender Supervision Services.



**MEETING DATE REQUESTED:**

November 2, 2020

**Statement of Issue:** To extend contract for 90 days so that proposed revisions may be considered.

**Recommended Action:** Approve revision.

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:** 838-3500 X 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The term of this agreement is from November 4, 2015 until November 5, 2020 with an automatic five (5) year renewal. There has been ongoing discussion between East Coast, the Clerk of Court staff, Judge Blue and the County regarding the terms of the contract. 90 days should be a sufficient period of time to conclude discussions regarding the terms of the contract.

**Options:** N/A

**Attachments:** Contract



## **CONTRACT FOR MISDEMEANANT OFFENDER SUPERVISION SERVICES**

This agreement is entered into this 4<sup>th</sup> day of November, 2015, for a term of five (5) years by and between the Board of County Commissioners/County Judge of Taylor County, Florida (the "COUNTY"), a political subdivision of the State of Florida, on behalf of the Chief Judge of the Third Judicial Circuit (the "CHIEF") and East Coast Court Services, LLC ("CONTRACTOR").

WHEREAS, certain misdemeanor defendants are sentenced to terms of probation by the Taylor County Court within the Third Judicial Circuit (the "COURT"); and

WHEREAS, Section 948.03 Florida Statute, states that supervision, rehabilitation and probation services may be provided by a court-approved private entity; and

WHEREAS, the "COURT" seeks a private entity to provide certain probation services for the efficient administration of justice within this circuit; and

WHEREAS, "CONTRACTOR" had provided proof of competence to provide probation services to the "COURT" and the "COURT" needs probation services; and

WHEREAS, the County Judge of the "COURT" request that "CONTRACTOR" implement certain probation supervision procedures; and

WHEREAS, the Florida law requires the County to have between itself and misdemeanor probation providers a contract.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, and for other valuable consideration received by the parties, the "COUNTY" and "CONTRACTOR" agree as follows:

I. TERM AND RENEWAL, The term of the Contract shall begin on 11/05/2015 and shall remain in effect for a period of five (5) years thereafter until the Court terminates such services by Administrative Order. Following the aforesaid five year period, this Contract, including all previous modifications thereto, will automatically renew for an additional five year period, and for each successive years, unless sooner terminated by Court Order.

II. CANCELLATION. This Contract may be canceled for just cause by either party with the advice and consent of the Court. The Court however retains full authority to terminate said services when the Court determines it to be necessary. However, the County, after advising "CONTRACTOR" in writing of deficiencies must allow "CONTRACTOR" ninety (90) days to bring the program into compliance. If compliance is attained, the normal contract period will continue unimpaired. Future non-compliance will be handled as outlined above. If there is continued non-compliance after ninety (90) days, the Contract can be canceled after thirty (30) days written notice.

III. SCOPE OF CONTRACT. "CONTRACTOR" agrees to provide the following services to court ordered probationers under his supervision consistent with standards and criteria of the Florida Department of Corrections:

A. Prepare a written plan of need which is to be addressed during the period of supervision on each probationer and maintain it in the counselor's case file. Also, identify any self-improvement

needs not addressed by the court order and assist the probationer in treatment, referral and follow-up.

B. Provide Job placement referral services for probationers as needed.

C. Conduct personal office visits for counseling with each probationer. Where appropriate, make no less than one personal contact per month with the probationer by a supervising counselor to evaluate conformity with the court order, and provide an opportunity for counseling.

D. Maintain regular contacts with agencies that provide self-improvement resources necessary to enforce the condition of supervision. Verify completion of self-improvement programs by the probationer.

E. Maintain close follow-up and enforce all ordered conditions of probation which require participation in a designed program by making the initial follow-up referrals and enforce special conditions of probation including:

1. Restitution
2. Fines and Court Costs
3. Evaluation and Treatment Programs
4. Community Service Hours
5. Cost of Supervision
6. Procurement of License
7. Full-time education, employment, and job search requirements.

F. Prepare a report on violation and modification of probation as appropriate.

G. Pursuant to fees set by Florida Statute 948.09, collect no less than the court ordered minimum monthly cost of supervision fee from each probationer and maintain documentation of all these payments.

H. Waive indigent's fees and cost when directed by the presiding Judge, at his discretion, to do so.

I. Maintain a separate file on each probationer as a part of a uniform file system. Record date chronologically of each contact made.

J. Require all staff to be qualified as required by law and the applicable Florida Statutes.

K. Maintain a local office in the city of Perry and be staffed Monday through Friday, 9 AM to 5 PM. The office must have computers, internet access, email, and fax.

L. The Contractor must be able to provide to the Probationer a list of providers who provide drug patches, synthetic cannabis patches, alcohol monitors, and GPS monitoring.

M. Attend all county arraignment, pretrial, and violation of probation hearings and bring a computer (whether tablet, notebook or laptop) to the hearings and be able to consult their files and probationers' payment histories via computer.

N. Provide its cellphone number to the County Judge.

O. Prepare and submit to the sentencing Judge Affidavits of Violation of Probation and Warrants for Arrest for Violation of Probation within one day of Probationer's arrest for a new law offense

and in addition, at a minimum, the contractor shall provide the Chief Judge of the Third Judicial Circuit as well as the Taylor County Judge and the County Administrator a monthly report of financial deposits by the end of the business day on the third Thursday of the following month and a quarterly statistical report by the last day of the month immediately following the last month of the reporting quarter. Monthly reports must reconcile with the quarterly report.

P. Maintain a current list of acceptable service providers for probation related services.

Q. Prepare quarterly reports as required by Florida Statutes and submit same to the Chief Judge County Judge, and the County Administrator.

R. No employee, officer, agent, or owner of Contractor may serve as a bail bondsman in Taylor County, or as an employee, officer, agent, or owner of a business that writes bail bonds in Taylor County.

S. No employee, officer, agent, or owner of Contractor may practice law in misdemeanor or traffic court in Taylor County, or as an employee, officer, agent, or owner of a law firm that practices law in misdemeanor or traffic court in Taylor County.

IV. RECORDS. Representatives of the County Judge, Court Administrator or the Clerk of the Court or their duly authorized representatives shall have access for purposes of examinations, to any books, documents, papers, and records of "CONTRACTOR" as they may relate to this contract. In addition to fiscal records, the probationer's file will include the following:

A. Court Order relating to supervision

B. Intake and Supervision Report

C. Monthly report when appropriate

D. Monthly receipts for COS payments

E. Records of restitution and court ordered monetary requirements

F. Report of treatment programs or other special conditions of the court

G. Reports of Violation

H. Reports of Termination

I. Date of each contact in field or office

Retain and maintain records of probationer's supervision and cost transactions involved in collection of restitution and court ordered monetary requirements for a period of not less than three (3) years from the ending date of the probation.

V. REPORTS. At a minimum, "CONTRACTOR" shall provide to the Chief Judge of the Third Judicial Circuit, as well as the County Judge and County Administrator, a monthly report of financial deposits by end of the business day on the third Thursday of the following month and a Quarterly statistical report by the last day of the month immediately following the last month of the reporting quarter. Monthly reports must reconcile with the quarterly report.

VI. NOTICE. Pursuant to this Agreement, notice shall be given in writing by U.S. Mail, certified return receipt request, addressed as follows:

East Coast Court Services  
17 High Drive  
Crawfordville FL 32327

The Taylor County Board of County  
Commissioners  
P.O. Box 620  
Perry, FL 32348

VII. AUDIT. Each year the "CONTRACTOR" shall provide an audit of the misdemeanor accounts.

VIII. INDEMNITY. The "CONTRACTOR" shall indemnify, defend and hold harmless the County from all claims, suits, judgment and or damages including court costs and attorney fees arising out of intentional acts, negligence or omissions by the "CONTRACTOR". In addition, the "CONTRACTOR" shall obtain and maintain a general liability policy with a benefit of at least \$1,000,000 naming the County as a certificate holder and as additional insured. Each year on October 1 the Contractor shall show proof of said policy.

IX. ENTIRE AGREEMENT. This written agreement contains the sole and entire agreement between the "COUNTY" and "CONTRACTOR", and supersedes any and all other agreements between them.

X. WAIVER OR MODIFICATION. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto except as stated herein.

XI. CONTRACT GOVERNED BY FLORIDA LAW. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the state of Florida.

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

XIII. During the performance of this Agreement, "CONTRACTOR" herein assures the "COUNTY" that "CONTRACTOR" is in compliance with Title VII of the 1964 Civil Rights Act as amended and the Florida Human Rights Act of 1977 in that "CONTRACTOR" does not, on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against his employees or applicants for employment. "CONTRACTOR" understands and agrees that this Agreement is conditioned upon the veracity of this statement of Assurance. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

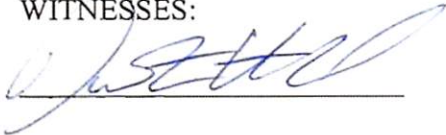
XIV. This Contract shall not be construed to be an exclusive contract to provide probation services to Taylor County Court and both the County Commission and "CONTRACTOR" fully recognize the authority of the Court to designate any public or private entity to provide for such services and the Court's authority to terminate such entities from providing such services.

XV. It is understood by the parties that "CONTRACTOR" shall provide all funding for said services and that the County shall not be obligated to fund any portion thereof.

XVI. "CONTRACTOR" shall not practice criminal law in Taylor County Traffic or Misdemeanor Court. "CONTRACTOR" shall not write bail bonds in Taylor County.

IN WITNESS WHEREOF, the "COUNTY" has executed and signed this agreement through the Board of County Commissioners and duly attested by its Clerk and "CONTRACTOR" has signed and executed this agreement, as set forth below.

WITNESSES:

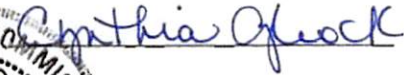


TAYLOR COUNTY



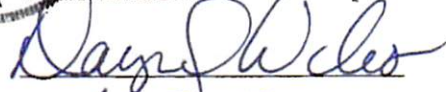
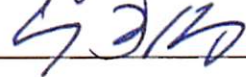
Patricia Patterson  
Chairperson





ATTEST:   
ANNIE MAE MURPHY

WITNESSES:

CONTRACTOR



I concur with the terms and conditions of this agreement.

  
Bill Blue, County Judge

**TAYLOR COUNTY BOARD OF COMMISSIONERS*****County Commission Agenda Item*****SUBJECT/TITLE:**

The Board to ratify the signature of the County Administrator on the submitted CARES Act spending plan.

**MEETING DATE REQUESTED:**

November 2, 2020

**Statement of Issue:** For submission of the Phase 2 CARES Act spending plan.

**Recommended Action:** Approve

**Fiscal Impact:** \$752,725

**Budgeted Expense:** Partially budgeted

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:** 838-3500 X 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Government Services Group, LLC submitted the draft spending plan for Phase 2 and Phase 3 to the Board on October 20, 2020 for approval. The original spending plan allocated administrative expenditures public safety payroll expenditures in Phase 2. Upon further discussion it was realized that the process would be expedited if the administrative expenditures were submitted as part of Phase 3 expenditures, rather than Phase 2. The full Phase 2 funding allocation of \$752,725 was submitted to the Florida Department of Emergency Management and the administrative expenditures to date will be submitted as Part of Phase 3.

**Options:** N/A

**Attachments:** Spending Plan for Phase 2





## 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

October 22, 2020

Mr. Wesley Sapp  
State of Florida, Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Dear Mr. Sapp,

Pursuant to the Florida Division of Emergency Management's (FDEM) *CARES Act Local Government Program* guidance dated October 1, 2020, we respectfully submit for your approval the *Taylor County CARES Plan, Expenditure Plan for Coronavirus Relief Funds (Taylor CARES Plan)*.

Per FDEM's guidance on October 1, we have provided below a summary of our spending plan for the Phase Two funds or 20% of the County's total allocation.

Agreement Cost		
Category	Cost Category Name	Amount
ACC-333506	Payroll for Public Health and Safety Employees	\$752,725
Total		\$752,725

The Board of County Commissioners fully support the efforts outlined in our *CARES Plan* to address the needs of our community in continued response to the COVID-19 public health emergency. Please feel free to contact me with any questions you may have.

Taylor County understands that funds are subject to the Single Audit Act. The County will fund the cost of performing this audit from Administrative Expenses from the Fund, or from the County's general operating fund. The County is aware that the State of Florida is not responsible for the costs of meeting the Single Audit Act requirement for any funds disbursed to the County.

Sincerely,

A handwritten signature in blue ink that reads "LaWanda Pemberton".

LaWanda Pemberton  
County Administrator

Cc: Board of County Commissioners  
Taylor CARES Act Committee  
Allison McLeary, Florida Division of Emergency Management

## Marsha Durden

---

**From:** Tracy N Maddamma <tracy.maddamma@jci.com>  
**Sent:** Monday, October 26, 2020 11:17 AM  
**To:** Marsha Durden  
**Cc:** 'Chrisann Cook'  
**Subject:** RE: Purchase Order

Good Morning Marsha,

Thank you so much for sending the PO. Would you be able to correct the vendor information to [Johnson Controls Fire Protection LP, Dept. CH 10320, Palatine IL 60055-0320](#) ? Also, the ship to address is different then what we have in our system. Would you be able to correct it to the Taylor Co Jail 589 E US Hwy 27, Perry, FL 32347? I apologize for the inconvenience but the processing department has been strict on purchase orders not having accurate information and push things back.

Thank you,

### Tracy Maddamma

Customer Retention & Growth

Johnson Controls

1-866-275-5189 Ext 1052916 Direct

[tracy.maddamma@jci.com](mailto:tracy.maddamma@jci.com)

[www.johnsoncontrols.com](http://www.johnsoncontrols.com)

Johnson Controls

14200 E. Exposition Avenue

Aurora, CO 80012

USA

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**From:** Marsha Durden [mailto:mdurden@taylorcountygov.com]

**Sent:** Monday, October 26, 2020 8:54 AM

**To:** Tracy N Maddamma <tracy.maddamma@jci.com>

**Cc:** 'Chrisann Cook' <chrisann.cook@taylorsheriff.org>

**Subject:** Purchase Order

Please see the attached purchase order for the fy 2020/2021

Thanks so much

Marsha Durden



**Marsha Durden**

Assistant County Administrator

Taylor County Board of County Commissioners

201 E Green Street

Perry, Florida 32347

P-850-838-3500 Ext 7

F- 850-838-3501

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of draft Interlocal agreements with the Tax Collector, the Clerk of Courts and the Department of Health for CARES Act expenditures.



MEETING DATE REQUESTED:

November 2, 2020

**Statement of Issue:** To provide CARES Act funding to the Tax Collector, the Clerk of Courts and the Department of Health.

**Recommended Action:** Approve agreements.

**Fiscal Impact:**

**Budgeted Expense:** Yes

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:** 838-3500 X 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The coronavirus aid, relief, and economic security (cares) act authorized more than \$2 trillion to counter the impact of covid-19 and its effects on individuals, families, governments, and businesses. The state of Florida received \$4,581 billion and Taylor County was included as part of the \$1,275 billion allocated to Florida's 55 counties to less than 500,000 residents.

In July, 2020, Taylor County received its 25% allocation, or \$940,906. The county is eligible to receive an additional advance 20% payment, or \$752,725 once the initial 25% has been expended and Taylor County submits an additional spending plan and supplemental grant agreement.

The draft Interlocal agreement will allow for the payment of Board approved CARES Act reimbursements to be paid to the Clerk of Courts, the Department of Health and the Tax Collector's offices.

**Options:** N/A

**Attachments:** Agreements

*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

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113  
FAX (850) 584-2433

October 26, 2020

VIA E-MAIL

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

Re: Cares Act Agreement (Tax Collector)

Dear Lawanda:

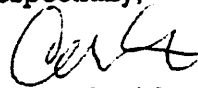
This letter will confirm that I have reviewed the above agreement and spoke with you about it on 10/23/20.

It looks okay to me/

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

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

**INTERLOCAL AGREEMENT RELATED TO CARES ACT**  
**FUNDING DISTRIBUTION BETWEEN THE TAYLOR**  
**COUNTY BOARD OF COUNTY COMMISSIONERS AND**  
**THE TAYLOR COUNTY TAX COLLECTOR**

**THIS INTERLOCAL AGREEMENT (“Agreement”)** is made and entered into by and between **TAYLOR COUNTY, FLORIDA (“County”)**, a political subdivision of the State of Florida, whose address is 201 E. Green Street Perry, Florida, and the **TAYLOR COUNTY TAX COLLECTOR**, whose address is 108 N. Jefferson Street, Ste. 101, Perry, Florida 32347

*WITNESSETH:*

**WHEREAS**, the County is a subrecipient of Coronavirus Aid, Relief, and Economic Security Act funding (“CARES Act Funding”) from the United States Department of Treasury, disbursed to the State of Florida and distributed through the State of Florida, Division of Emergency Management pursuant to that certain CARES Act Funding Agreement, Number Y2285, (“Grant Agreement”) attached hereto as “Exhibit A” and incorporated herein; and

**WHEREAS**, the Grant Agreement provides CARES Act Funding to the County for expenses incurred during the period of March 1, 2020 to December 30, 2020 due to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) and subject to other terms and conditions of the Grant Agreement; and

**WHEREAS**, pursuant to Chapter 154, *Florida Statutes*, the Taylor County Tax Collector contracts with the County to ensure coordination between the Taylor County Tax Collector and County with the intent to promote the public’s health, to control and eradicate preventable diseases, and to provide primary health care for special populations; and

**WHEREAS**, as a lead agency in the COVID-19 public health emergency in TAYLOR County, the Taylor County Tax Collector will incur a wide array of expenses due to the COVID-19 public health emergency, some of which are reimbursable through sources other than the County’s Grant Agreement; and

**WHEREAS**, the County wishes, in the best interests of the citizens of TAYLOR County, to utilize the CARES Act Funding to reimburse the Taylor County Tax Collector for expenditures pre-approved by the County, which are directly related to community based COVID-19 testing, and which are not otherwise reimbursable except by way of the County’s Grant Agreement; and

**WHEREAS**, the Grant Agreement is intended to assist the local governmental entities in responding to the COVID-19 emergency; however, the County is responsible for repayment to the

**CARES ACT CERTIFICATION**

I, Mark Wiggins, as Tax Collector of the Taylor County Tax Collector, Florida (the "Agency") for purposes of obtaining CARES Act funding assistance through the Board of County Commissioners, do hereby certify and acknowledge the following:

**BASIC INFORMATION**

1. Name (which must match the registered name in DUNS): **Taylor County Tax Collector**
2. Agency's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"):
3. Federal Award Identification Number (FAIN): **21.019 Coronavirus Relief Fund**
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): **March 1, 2020**
5. Period of Performance:  
  
Effective Date: **March 1, 2020**  
Termination Date: **December 30, 2020**
6. Provisional Funding Approved by the Taylor County Board of County Commissioners on October 5, 2020: **\$ 2,200**
7. Amount of Federal Funds Obligated by this action: **\$ 2,200**
8. Total Amount of Federal Funds Obligated to the Subrecipient: **\$ 2,200**
9. Total Amount of Federal Award Subject to this Agreement: **\$ 2,200**

Phase	Description	Approved Amount
1	Road Course - Driving Test	\$2,200
	PHASE 1 TOTAL	\$2,200

10. Federal award project description: **Coronavirus Aid, Relief, and Economic Security Act (CARES Act) must be used for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) between March 1, 2020 to December 30, 2020.**
11. Name of Federal awarding agency, pass-through entity and contact information for awarding official:  
Federal Awarding Agency – The Department of the Treasury  
Pass Through Entity – Florida Division of Emergency Management and  
**Taylor County, Florida**  
Contact Info: **LaWanda Pemberon, County Administrator**
12. CFDA Number and Name: **21.019 Coronavirus Relief Fund: Note: funding is considered “Other Financial Assistance”.**
13. Identification of whether the award is for research and development (R&D): **No**
14. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 “Indirect (F&A) costs”): **Not applicable**

[THE REMAINDER OF THIS PAGE LEFT BLANK]

**CERTIFICATIONS**

I acknowledge and certify that the County will be acting on behalf of the Agency for purposes of obtaining the above-referenced funding through the Coronavirus Relief Fund ("CRF"). The Agency is not a separate subrecipient, but is considered a part of the County Organization for this federal funding. I further acknowledge that the Agency will provide any and all documentation necessary for the County to process any requests under the Federal funding. Records shall be retained for a period of five (5) years.

Notwithstanding anything set forth herein, in the event that the Florida Department of Emergency Management or the Federal Government, including the Treasury cancels any portion of the Federal award or requires reimbursement for portions of the Federal award related to expenditures for the Agency, the Agency hereby agrees that such determination does not relieve the Agency of its responsibility to assist the County in appealing such determinations that may later be deemed ineligible by the Florida Department of Emergency Management or the Federal government.

\_\_\_\_\_  
Mark Wiggins, Tax Collector

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who ☐ is personally known or ☐ has produced \_\_\_\_\_ as identification.

[Notary Seal]

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

My Commission Expires: \_\_\_\_\_

**INTERLOCAL AGREEMENT RELATED TO CARES ACT**  
**FUNDING DISTRIBUTION BETWEEN THE TAYLOR**  
**COUNTY BOARD OF COUNTY COMMISSIONERS AND**  
**THE TAYLOR COUNTY TAX COLLECTOR**

**THIS INTERLOCAL AGREEMENT (“Agreement”)** is made and entered into by and between **TAYLOR COUNTY, FLORIDA (“County”)**, a political subdivision of the State of Florida, whose address is 201 E. Green Street Perry, Florida, and the **TAYLOR COUNTY TAX COLLECTOR**, whose address is 108 N. Jefferson Street, Ste. 101, Perry, Florida 32347

*WITNESSETH:*

**WHEREAS**, the County is a subrecipient of Coronavirus Aid, Relief, and Economic Security Act funding (“CARES Act Funding”) from the United States Department of Treasury, disbursed to the State of Florida and distributed through the State of Florida, Division of Emergency Management pursuant to that certain CARES Act Funding Agreement, Number Y2285, (“Grant Agreement”) attached hereto as “Exhibit A” and incorporated herein; and

**WHEREAS**, the Grant Agreement provides CARES Act Funding to the County for expenses incurred during the period of March 1, 2020 to December 30, 2020 due to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) and subject to other terms and conditions of the Grant Agreement; and

**WHEREAS**, pursuant to Chapter 154, *Florida Statutes*, the Taylor County Tax Collector contracts with the County to ensure coordination between the Taylor County Tax Collector and County with the intent to promote the public’s health, to control and eradicate preventable diseases, and to provide primary health care for special populations; and

**WHEREAS**, as a lead agency in the COVID-19 public health emergency in TAYLOR County, the Taylor County Tax Collector will incur a wide array of expenses due to the COVID-19 public health emergency, some of which are reimbursable through sources other than the County’s Grant Agreement; and

**WHEREAS**, the County wishes, in the best interests of the citizens of TAYLOR County, to utilize the CARES Act Funding to reimburse the Taylor County Tax Collector for expenditures pre-approved by the County, which are directly related to community based COVID-19 testing, and which are not otherwise reimbursable except by way of the County’s Grant Agreement; and

**WHEREAS**, the Grant Agreement is intended to assist the local governmental entities in responding to the COVID-19 emergency; however, the County is responsible for repayment to the



State of Florida, Division of Emergency Management for expenditures of the Taylor County Tax Collector if the State or Federal government determines any of the Taylor County Tax Collector's expenditures are ineligible under the Grant Agreement; and

**WHEREAS**, Section 163.01, *Florida Statutes*, the Florida Interlocal Cooperation Act of 1969, authorizes the Parties to enter this Agreement in order to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will advance the general health, safety, and welfare of the citizens of, and visitors to, TAYLOR County; and

**NOW, THEREFORE**, in consideration of mutual covenants contained herein, the Parties agree as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and form a material part of this Agreement.

**SECTION 2. REQUESTS FOR REIMBURSEMENTS AND DISTRIBUTION OF CARES ACT FUNDING.**

(a) Subsequent to the effective date of this Agreement, the TAYLOR COUNTY TAX COLLECTOR will obtain the written approval of the County Administrator for planned expenditures to be directly incurred as a result of community based COVID-19 testing for which the TAYLOR COUNTY TAX COLLECTOR will seek reimbursement pursuant to this Agreement. The TAYLOR COUNTY TAX COLLECTOR will send such notification electronically with supporting documentation at least seventy-two hours prior to making the planned expenditure to the County Administrator. The County Administrator will either approve the expenditure as eligible for reimbursement, deny the expenditure as ineligible for reimbursement, or request additional information. The purpose of this requirement is to provide the County the ability to notify the TAYLOR COUNTY TAX COLLECTOR if an expenditure is ineligible for reimbursement under the Grant Agreement prior to the TAYLOR COUNTY TAX COLLECTOR incurring the cost, thereby protecting both parties in the spirit of cooperation.

(b) The TAYLOR COUNTY TAX COLLECTOR will submit to the County requests for reimbursement of approved purchases under this Agreement according to the following schedule:

Request Due to County By	For Expenses Incurred Between
November 30, 2020	Execution – Sept. 30, 2020
January 31, 2021	October 1, 2020 – December 30, 2020

The TAYLOR COUNTY TAX COLLECTOR will send the requests electronically to the County Administrator. The requests will include any documentation reasonably necessary for the

County to fulfill its obligations under the Grant Agreement as determined by the County's Finance Director and/or the Clerk of the Circuit Court as Comptroller of the County. The County will verify that each request is in proper form and, once verified, will then notify the Director of Finance to transmit the payment to the TAYLOR COUNTY TAX COLLECTOR. The TAYLOR COUNTY TAX COLLECTOR agrees to furnish any additional documentation requested by the County or Clerk of the Circuit Court which are reasonably necessary to verify the expenses are eligible under the Grant Agreement.

**SECTION 3. CERTIFICATION AND REIMBURSEMENT.** The TAYLOR COUNTY TAX COLLECTOR acknowledges that it understands all of the requirements of the Grant Agreement related to eligible expenses and will adhere to them when presenting requests for reimbursement to the County. The TAYLOR COUNTY TAX COLLECTOR acknowledges it understands the Coronavirus Relief Fund Guidance for State, Territorial and Tribal Governments, published by the United States Department of Treasury on April 22, 2020, which is published at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> and which is incorporated herein by reference.

Specifically, the TAYLOR COUNTY TAX COLLECTOR certifies that:

- A. The TAYLOR COUNTY TAX COLLECTOR'S requests for reimbursement and back-up documentation will be true and correct in all respects and will comply with the requirements of the Grant Agreement.
- B. The TAYLOR COUNTY TAX COLLECTOR will only request reimbursement for expenses that:
  - a. are necessary expenditures incurred due to the COVID-19 public health emergency;
  - b. were not accounted for in the TAYLOR COUNTY TAX COLLECTOR'S budget as of March 27, 2020, the date of enactment of the CARES Act;
  - c. were incurred between date of execution of this Agreement and December 30, 2020; and
  - d. which meet the criteria of Section 601(d) of the Social Security Act.
- C. Eligible expenses under the Grant Agreement must be incurred in accordance with 2 C.F.R. 200, the Uniform Administrative Requirements, Cost Principles and audit Requirements for Federal Awards.
- D. The TAYLOR COUNTY TAX COLLECTOR has an affirmative obligation to identify, report, and repay to the County any CARES Act Funding which are a duplication of benefits.
- E. The TAYLOR COUNTY TAX COLLECTOR will cooperate with the County in any reporting requirements of the County and will provide any

documentation necessary for the County to fulfill its obligations to the State of Florida, Division of Emergency Management.

- F. The TAYLOR COUNTY TAX COLLECTOR will promptly repay to the County any CARES Act Funding which the County distributes to the TAYLOR COUNTY TAX COLLECTOR pursuant to this Agreement, which the State of Florida, Division of Emergency Management or the Federal Government requests to be repaid by the County.
- G. The County's obligation to pay under this Agreement is subject to appropriation from the State under the Grant Agreement.
- H. The TAYLOR COUNTY TAX COLLECTOR will be responsible for all costs if any of its reimbursements are audited or disallowed by the State under the Grant Agreement.

This TAYLOR COUNTY TAX COLLECTOR acknowledges that this certification is a material representation of fact upon which the County relies.

**The TAYLOR COUNTY TAX COLLECTOR will reimburse the State or Federal Government for non-adherence to the requirements of the Grant Agreement or for improper payments as defined in the Grant Agreement and as determined by the State or Federal Government, and to the extent authorized by law, will reimburse costs incurred by the County in curing any default under the Grant Agreement caused by the TAYLOR COUNTY TAX COLLECTOR. Nothing herein is intended to nor shall it constitute a waiver of the Parties' sovereign immunity. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement.**

The obligations of the TAYLOR COUNTY TAX COLLECTOR pursuant to this Section 6 will survive the termination of the Grant Agreement.

**SECTION 4. INTEGRATION AND MODIFICATION.** This Agreement contains all of the terms and conditions agreed upon by the Parties in relation to the CARES Act Funding distribution and Grant Agreement. This Agreement may only be modified by written instrument executed by the Parties.

**SECTION 5. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document. Further, electronic signatures may be utilized to execute this Agreement and any other documents necessary

to implement the intent of this Agreement, and such signatures shall be deemed to reflect the intent of the executing Party to be bound by this Agreement or other instrument electronically executed.

**SECTION 6. EFFECTIVE DATE.** This Agreement shall take effect upon filing with the TAYLOR County Clerk of Court in accordance with Section 163.01(11), *Florida Statutes*.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the dates written below.

**TAYLOR COUNTY, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
Annie Mae Murphy, Clerk of the Circuit  
Court & Comptroller

\_\_\_\_\_  
Pam Feagle, Chairperson

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Conrad Bishop, County Attorney

**TAYLOR COUNTY TAX COLLECTOR**

\_\_\_\_\_  
Mark Wiggins, Tax Collector

**Witness 1:**

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Print Name

**Witness 2:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Print Name

**CARES ACT CERTIFICATION**

I, Annie Mae Murphy, as Clerk of Court of the Clerk of Court in Taylor County, Florida (the "Agency") for purposes of obtaining CARES Act funding assistance through the Board of County Commissioners, do hereby certify and acknowledge the following:

**BASIC INFORMATION**

1. Name (which must match the registered name in DUNS): **Taylor County Clerk of Court**
2. Agency's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"):
3. Federal Award Identification Number (FAIN): **21.019 Coronavirus Relief Fund**
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): **March 1, 2020**
5. Period of Performance:  
  
Effective Date: **March 1, 2020**  
Termination Date: **December 30, 2020**
6. Provisional Funding Approved by the Taylor County Board of County Commissioners on October 20, 2020: **\$ 6,348.57**
7. Amount of Federal Funds Obligated by this action: **\$ 6,348.57**
8. Total Amount of Federal Funds Obligated to the Subrecipient: **\$ 6,348.57**
9. Total Amount of Federal Award Subject to this Agreement: **\$ 6,348.57**

Phase	Description	Approved Amount
1	Clerk of Court PPE - Hand Sanitizer Stations, Gloves	\$948.73
1	Computer for Court-Zoom Meetings	\$1, 201.58
1	Computer for Court-Zoom Meetings	\$1,632.51
1	Computer for IT Department Remote Work	\$2,565.75
	PHASE 1 TOTAL	\$6,348.57

10. Federal award project description: **Coronavirus Aid, Relief, and Economic Security Act (CARES Act) must be used for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) between March 1, 2020 to December 30, 2020.**
11. Name of Federal awarding agency, pass-through entity and contact information for awarding official:  
Federal Awarding Agency – The Department of the Treasury  
Pass Through Entity – Florida Division of Emergency Management and  
**Taylor County, Florida**  
Contact Info: **LaWanda Pemberon, County Administrator**
12. CFDA Number and Name: **21.019 Coronavirus Relief Fund: Note: funding is considered “Other Financial Assistance”.**
13. Identification of whether the award is for research and development (R&D): **No**
14. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 “Indirect (F&A) costs”): **Not applicable**

[THE REMAINDER OF THIS PAGE LEFT BLANK]

**CERTIFICATIONS**

I acknowledge and certify that the County will be acting on behalf of the Agency for purposes of obtaining the above-referenced funding through the Coronavirus Relief Fund ("CRF"). The Agency is not a separate subrecipient, but is considered a part of the County Organization for this federal funding. I further acknowledge that the Agency will provide any and all documentation necessary for the County to process any requests under the Federal funding. Records shall be retained for a period of five (5) years.

Notwithstanding anything set forth herein, in the event that the Florida Department of Emergency Management or the Federal Government, including the Treasury cancels any portion of the Federal award or requires reimbursement for portions of the Federal award related to expenditures for the Agency, the Agency hereby agrees that such determination does not relieve the Agency of its responsibility to assist the County in appealing such determinations that may later be deemed ineligible by the Florida Department of Emergency Management or the Federal government.

\_\_\_\_\_  
Annie Mae Murphy, Clerk of Court

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who ☐ is personally known or ☐ has produced \_\_\_\_\_ as identification.

[Notary Seal]

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

My Commission Expires: \_\_\_\_\_



**INTERLOCAL AGREEMENT RELATED TO CARES ACT**  
**FUNDING DISTRIBUTION BETWEEN THE TAYLOR**  
**COUNTY BOARD OF COUNTY COMMISSIONERS AND**  
**THE TAYLOR COUNTY CLERK OF COURT**

**THIS INTERLOCAL AGREEMENT (“Agreement”)** is made and entered into by and between **TAYLOR COUNTY, FLORIDA (“County”)**, a political subdivision of the State of Florida, whose address is 201 E. Green Street Perry, Florida, and the **TAYLOR COUNTY CLERK OF COURT**, whose address is 108 N. Jefferson Street, Perry, Florida 32347

*WITNESSETH:*

**WHEREAS**, the County is a subrecipient of Coronavirus Aid, Relief, and Economic Security Act funding (“CARES Act Funding”) from the United States Department of Treasury, disbursed to the State of Florida and distributed through the State of Florida, Division of Emergency Management pursuant to that certain CARES Act Funding Agreement, Number Y2285, (“Grant Agreement”) attached hereto as “Exhibit A” and incorporated herein; and

**WHEREAS**, the Grant Agreement provides CARES Act Funding to the County for expenses incurred during the period of March 1, 2020 to December 30, 2020 due to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) and subject to other terms and conditions of the Grant Agreement; and

**WHEREAS**, pursuant to Chapter 154, *Florida Statutes*, the Taylor County Clerk of Court contracts with the County to ensure coordination between the Taylor County Clerk of Court and County with the intent to promote the public’s health, to control and eradicate preventable diseases, and to provide primary health care for special populations; and

**WHEREAS**, as a lead agency in the COVID-19 public health emergency in TAYLOR County, the Taylor County Clerk of Court will incur a wide array of expenses due to the COVID-19 public health emergency, some of which are reimbursable through sources other than the County’s Grant Agreement; and

**WHEREAS**, the County wishes, in the best interests of the citizens of TAYLOR County, to utilize the CARES Act Funding to reimburse the Taylor County Clerk of Court for expenditures pre-approved by the County, which are directly related to community based COVID-19 testing, and which are not otherwise reimbursable except by way of the County’s Grant Agreement; and

**WHEREAS**, the Grant Agreement is intended to assist the local governmental entities in responding to the COVID-19 emergency; however, the County is responsible for repayment to the

State of Florida, Division of Emergency Management for expenditures of the Taylor Clerk of Court if the State or Federal government determines any of the Taylor County Clerk of Court's expenditures are ineligible under the Grant Agreement; and

**WHEREAS**, Section 163.01, *Florida Statutes*, the Florida Interlocal Cooperation Act of 1969, authorizes the Parties to enter this Agreement in order to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will advance the general health, safety, and welfare of the citizens of, and visitors to, TAYLOR County; and

**NOW, THEREFORE**, in consideration of mutual covenants contained herein, the Parties agree as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and form a material part of this Agreement.

**SECTION 2. REQUESTS FOR REIMBURSEMENTS AND DISTRIBUTION OF CARES ACT FUNDING.**

(a) Subsequent to the effective date of this Agreement, the TAYLOR COUNTY CLERK OF COURT will obtain the written approval of the County Administrator for planned expenditures to be directly incurred as a result of community based COVID-19 testing for which the TAYLOR COUNTY CLERK OF COURT will seek reimbursement pursuant to this Agreement. The TAYLOR COUNTY CLERK OF COURT will send such notification electronically with supporting documentation at least seventy-two hours prior to making the planned expenditure to the County Administrator. The County Administrator will either approve the expenditure as eligible for reimbursement, deny the expenditure as ineligible for reimbursement, or request additional information. The purpose of this requirement is to provide the County the ability to notify the TAYLOR COUNTY CLERK OF COURT if an expenditure is ineligible for reimbursement under the Grant Agreement prior to the TAYLOR COUNTY CLERK OF COURT incurring the cost, thereby protecting both parties in the spirit of cooperation.

(b) The TAYLOR COUNTY CLERK OF COURT will submit to the County requests for reimbursement of approved purchases under this Agreement according to the following schedule:

<b>Request Due to County By</b>	<b>For Expenses Incurred Between</b>
November 30, 2020	Execution – Sept. 30, 2020
January 31, 2021	October 1, 2020 – December 30, 2020

The TAYLOR COUNTY CLERK OF COURT will send the requests electronically to the County Administrator. The requests will include any documentation reasonably necessary for the

County to fulfill its obligations under the Grant Agreement as determined by the County's Finance Director and/or the Clerk of the Circuit Court as Comptroller of the County. The County will verify that each request is in proper form and, once verified, will then notify the County Finance Director to transmit the payment to the TAYLOR COUNTY CLERK OF COURT. The TAYLOR COUNTY CLERK OF COURT agrees to furnish any additional documentation requested by the County or Clerk of the Circuit Court which are reasonably necessary to verify the expenses are eligible under the Grant Agreement.

**SECTION 3. CERTIFICATION AND REIMBURSEMENT.** The TAYLOR COUNTY CLERK OF COURT acknowledges that it understands all of the requirements of the Grant Agreement related to eligible expenses and will adhere to them when presenting requests for reimbursement to the County. The TAYLOR COUNTY CLERK OF COURT acknowledges it understands the Coronavirus Relief Fund Guidance for State, Territorial and Tribal Governments, published by the United States Department of Treasury on April 22, 2020, which is published at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> and which is incorporated herein by reference.

Specifically, the TAYLOR COUNTY CLERK OF COURT certifies that:

- A. The TAYLOR COUNTY CLERK OF COURT'S requests for reimbursement and back-up documentation will be true and correct in all respects and will comply with the requirements of the Grant Agreement.
- B. The TAYLOR COUNTY CLERK OF COURT will only request reimbursement for expenses that:
  - a. are necessary expenditures incurred due to the COVID-19 public health emergency;
  - b. were not accounted for in the TAYLOR COUNTY CLERK OF COURT'S budget as of March 27, 2020, the date of enactment of the CARES Act;
  - c. were incurred between date of execution of this Agreement and December 30, 2020; and
  - d. which meet the criteria of Section 601(d) of the Social Security Act.
- C. Eligible expenses under the Grant Agreement must be incurred in accordance with 2 C.F.R. 200, the Uniform Administrative Requirements, Cost Principles and audit Requirements for Federal Awards.
- D. The TAYLOR COUNTY CLERK OF COURT has an affirmative obligation to identify, report, and repay to the County any CARES Act Funding which are a duplication of benefits.
- E. The TAYLOR COUNTY CLERK OF COURT will cooperate with the County in any reporting requirements of the County and will provide any

documentation necessary for the County to fulfill its obligations to the State of Florida, Division of Emergency Management.

- F. The TAYLOR COUNTY CLERK OF COURT will promptly repay to the County any CARES Act Funding which the County distributes to the TAYLOR COUNTY CLERK OF COURT pursuant to this Agreement, which the State of Florida, Division of Emergency Management or the Federal Government requests to be repaid by the County.
- G. The County's obligation to pay under this Agreement is subject to appropriation from the State under the Grant Agreement.
- H. The TAYLOR COUNTY CLERK OF COURT will be responsible for all costs if any of its reimbursements are audited or disallowed by the State under the Grant Agreement.

This TAYLOR COUNTY CLERK OF COURT acknowledges that this certification is a material representation of fact upon which the County relies.

**The TAYLOR COUNTY CLERK OF COURT will reimburse the State or Federal Government for non-adherence to the requirements of the Grant Agreement or for improper payments as defined in the Grant Agreement and as determined by the State or Federal Government, and to the extent authorized by law, will reimburse costs incurred by the County in curing any default under the Grant Agreement caused by the TAYLOR COUNTY CLERK OF COURT. Nothing herein is intended to nor shall it constitute a waiver of the Parties' sovereign immunity. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement.**

The obligations of the TAYLOR COUNTY CLERK OF COURT pursuant to this Section 6 will survive the termination of the Grant Agreement.

**SECTION 4. INTEGRATION AND MODIFICATION.** This Agreement contains all of the terms and conditions agreed upon by the Parties in relation to the CARES Act Funding distribution and Grant Agreement. This Agreement may only be modified by written instrument executed by the Parties.

**SECTION 5. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document. Further, electronic signatures may be utilized to execute this Agreement and any other documents necessary

to implement the intent of this Agreement, and such signatures shall be deemed to reflect the intent of the executing Party to be bound by this Agreement or other instrument electronically executed.

**SECTION 6. EFFECTIVE DATE.** This Agreement shall take effect upon filing with the TAYLOR County Clerk of Court in accordance with Section 163.01(11), *Florida Statutes*.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the dates written below.

**TAYLOR COUNTY, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
Pam Feagle, Chairperson

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

\_\_\_\_\_  
Annie Mae Murphy, Clerk of the Circuit  
Court & Comptroller

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Conrad Bishop, County Attorney

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**TAYLOR COUNTY CLERK OF COURT**

\_\_\_\_\_  
Annie Mae Murphy, Clerk of Court

**Witness 1:**

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Print Name

**Witness 2:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Print Name

**CARES ACT CERTIFICATION**

I, Padraic Juarez, MS REHS CPM, as Administrator of the Taylor County Health Department, Florida (the "Agency") for purposes of obtaining CARES Act funding assistance through the Board of County Commissioners, do hereby certify and acknowledge the following:

**BASIC INFORMATION**

1. Name (which must match the registered name in DUNS): **Taylor County Health Department**
2. Agency's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"):
3. Federal Award Identification Number (FAIN): **21.019 Coronavirus Relief Fund**
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): **March 1, 2020**
5. Period of Performance:  
  
Effective Date: **March 1, 2020**  
Termination Date: **December 30, 2020**
6. Provisional Funding Approved by the Taylor County Board of County Commissioners on October 5, 2020: **\$ 34,000**
7. Amount of Federal Funds Obligated by this action: **\$ 34,000**
8. Total Amount of Federal Funds Obligated to the Subrecipient: **\$ 34,000**
9. Total Amount of Federal Award Subject to this Agreement: **\$ 34,000**

Phase	Description	Approved Amount
1	Temporary Staffing	\$34,000
	PHASE 1 TOTAL	\$34,000

10. Federal award project description: **Coronavirus Aid, Relief, and Economic Security Act (CARES Act) must be used for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) between March 1, 2020 to December 30, 2020.**
11. Name of Federal awarding agency, pass-through entity and contact information for awarding official:  
Federal Awarding Agency – The Department of the Treasury  
Pass Through Entity – Florida Division of Emergency Management and  
**Taylor County, Florida**  
Contact Info: **LaWanda Pemberon, County Administrator**
12. CFDA Number and Name: **21.019 Coronavirus Relief Fund: Note: funding is considered “Other Financial Assistance”.**
13. Identification of whether the award is for research and development (R&D): **No**
14. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 “Indirect (F&A) costs”): **Not applicable**

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**CERTIFICATIONS**

I acknowledge and certify that the County will be acting on behalf of the Agency for purposes of obtaining the above-referenced funding through the Coronavirus Relief Fund ("CRF"). The Agency is not a separate subrecipient, but is considered a part of the County Organization for this federal funding. I further acknowledge that the Agency will provide any and all documentation necessary for the County to process any requests under the Federal funding. Records shall be retained for a period of five (5) years.

Notwithstanding anything set forth herein, in the event that the Florida Department of Emergency Management or the Federal Government, including the Treasury cancels any portion of the Federal award or requires reimbursement for portions of the Federal award related to expenditures for the Agency, the Agency hereby agrees that such determination does not relieve the Agency of its responsibility to assist the County in appealing such determinations that may later be deemed ineligible by the Florida Department of Emergency Management or the Federal government.

\_\_\_\_\_  
Padraic Juarez, MS REHS CPM  
Administrator

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who ☐ is personally known or ☐ has produced \_\_\_\_\_ as identification.

[Notary Seal]

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

My Commission Expires: \_\_\_\_\_

**INTERLOCAL AGREEMENT RELATED TO CARES ACT  
FUNDING DISTRIBUTION BETWEEN THE TAYLOR  
COUNTY BOARD OF COUNTY COMMISSIONERS AND  
THE STATE OF FLORIDA, DEPARTMENT OF HEALTH  
TAYLOR COUNTY HEALTH DEPARTMENT**

**THIS INTERLOCAL AGREEMENT (“Agreement”)** is made and entered into by and between **TAYLOR COUNTY, FLORIDA (“County”)**, a political subdivision of the State of Florida, whose address is 201 E. Green Street Perry, Florida, and the **STATE OF FLORIDA, DEPARTMENT OF HEALTH, TAYLOR COUNTY HEALTH DEPARTMENT (“DOH”)**, an agency of the State of Florida, whose address is 1215 N. Peacock Ave., Perry, Florida 32347

*WITNESSETH:*

**WHEREAS**, the County is a subrecipient of Coronavirus Aid, Relief, and Economic Security Act funding (“CARES Act Funding”) from the United States Department of Treasury, disbursed to the State of Florida and distributed through the State of Florida, Division of Emergency Management pursuant to that certain CARES Act Funding Agreement, Number Y2285, (“Grant Agreement”) attached hereto as “Exhibit A” and incorporated herein; and

**WHEREAS**, the Grant Agreement provides CARES Act Funding to the County for expenses incurred during the period of March 1, 2020 to December 30, 2020 due to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) and subject to other terms and conditions of the Grant Agreement; and

**WHEREAS**, pursuant to Chapter 154, *Florida Statutes*, the DOH contracts with the County to ensure coordination between the DOH and County with the intent to promote the public’s health, to control and eradicate preventable diseases, and to provide primary health care for special populations; and

**WHEREAS**, as a lead agency in the COVID-19 public health emergency in TAYLOR County, the DOH will incur a wide array of expenses due to the COVID-19 public health emergency, some of which are reimbursable through sources other than the County’s Grant Agreement; and

**WHEREAS**, the County wishes, in the best interests of the citizens of TAYLOR County, to utilize the CARES Act Funding to reimburse the DOH for expenditures pre-approved by the County, which are directly related to community based COVID-19 testing, and which are not otherwise reimbursable except by way of the County’s Grant Agreement; and

**WHEREAS**, the Grant Agreement is intended to assist the local governmental entities in responding to the COVID-19 emergency; however, the County is responsible for repayment to the State of Florida, Division of Emergency Management for expenditures of the DOH if the State or Federal government determines any of the DOH's expenditures are ineligible under the Grant Agreement; and

**WHEREAS**, Section 163.01, *Florida Statutes*, the Florida Interlocal Cooperation Act of 1969, authorizes the Parties to enter this Agreement in order to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will advance the general health, safety, and welfare of the citizens of, and visitors to, TAYLOR County; and

**NOW, THEREFORE**, in consideration of mutual covenants contained herein, the Parties agree as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and form a material part of this Agreement.

**SECTION 2. REQUESTS FOR REIMBURSEMENTS AND DISTRIBUTION OF CARES ACT FUNDING.**

(a) Subsequent to the effective date of this Agreement, the DOH will obtain the written approval of the County Administrator for planned expenditures to be directly incurred as a result of community based COVID-19 testing for which the DOH will seek reimbursement pursuant to this Agreement. The DOH will send such notification electronically with supporting documentation at least seventy-two hours prior to making the planned expenditure to the County Administrator. The County Administrator will either approve the expenditure as eligible for reimbursement, deny the expenditure as ineligible for reimbursement, or request additional information. The purpose of this requirement is to provide the County the ability to notify the DOH if an expenditure is ineligible for reimbursement under the Grant Agreement prior to the DOH incurring the cost, thereby protecting both parties in the spirit of cooperation.

(b) The DOH will submit to the County requests for reimbursement of approved purchases under this Agreement according to the following schedule:

<b>Request Due to County By</b>	<b>For Expenses Incurred Between</b>
November 30, 2020	Execution – Sept. 30, 2020
January 31, 2021	October 1, 2020 – December 30, 2020

The DOH will send the requests electronically to the County Administrator. The requests will include any documentation reasonably necessary for the County to fulfill its obligations under

the Grant Agreement as determined by the County's Finance Director and/or the Clerk of the Circuit Court as Comptroller of the County. The County will verify that each request is in proper form and, once verified, will then notify the Director of Finance to transmit the payment to the DOH. The DOH agrees to furnish any additional documentation requested by the County or Clerk of the Circuit Court which are reasonably necessary to verify the expenses are eligible under the Grant Agreement.

**SECTION 3. CERTIFICATION AND REIMBURSEMENT.** The DOH acknowledges that it understands all of the requirements of the Grant Agreement related to eligible expenses and will adhere to them when presenting requests for reimbursement to the County. The DOH acknowledges it understands the Coronavirus Relief Fund Guidance for State, Territorial and Tribal Governments, published by the United States Department of Treasury on April 22, 2020, which is published at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> and which is incorporated herein by reference.

Specifically, the DOH certifies that:

- A. The DOH's requests for reimbursement and back-up documentation will be true and correct in all respects and will comply with the requirements of the Grant Agreement.
- B. The DOH will only request reimbursement for expenses that:
  - a. are necessary expenditures incurred due to the COVID-19 public health emergency;
  - b. were not accounted for in the DOH's or State's budget as of March 27, 2020, the date of enactment of the CARES Act;
  - c. were incurred between date of execution of this Agreement and December 30, 2020; and
  - d. which meet the criteria of Section 601(d) of the Social Security Act.
- C. Eligible expenses under the Grant Agreement must be incurred in accordance with 2 C.F.R. 200, the Uniform Administrative Requirements, Cost Principles and audit Requirements for Federal Awards.
- D. The DOH has an affirmative obligation to identify, report, and repay to the County any CARES Act Funding which are a duplication of benefits.
- E. The DOH will cooperate with the County in any reporting requirements of the County and will provide any documentation necessary for the County to fulfill its obligations to the State of Florida, Division of Emergency Management.
- F. The DOH will promptly repay to the County any CARES Act Funding which the County distributes to the DOH pursuant to this Agreement, which the State of Florida, Division of Emergency Management or the Federal Government requests to be repaid by the County.

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G. The County's obligation to pay under this Agreement is subject to appropriation from the State under the Grant Agreement.

H. The DOH will be responsible for all costs if any of its reimbursements are audited or disallowed by the State under the Grant Agreement.

This DOH acknowledges that this certification is a material representation of fact upon which the County relies.

**DOH will reimburse the State or Federal Government for non-adherence to the requirements of the Grant Agreement or for improper payments as defined in the Grant Agreement and as determined by the State or Federal Government, and to the extent authorized by law, will reimburse costs incurred by the County in curing any default under the Grant Agreement caused by the DOH. Nothing herein is intended to nor shall it constitute a waiver of the Parties' sovereign immunity. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement.**

The obligations of the DOH pursuant to this Section 6 will survive the termination of the Grant Agreement.

**SECTION 4. INTEGRATION AND MODIFICATION.** This Agreement contains all of the terms and conditions agreed upon by the Parties in relation to the CARES Act Funding distribution and Grant Agreement. This Agreement may only be modified by written instrument executed by the Parties.

**SECTION 5. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document. Further, electronic signatures may be utilized to execute this Agreement and any other documents necessary to implement the intent of this Agreement, and such signatures shall be deemed to reflect the intent of the executing Party to be bound by this Agreement or other instrument electronically executed.

**SECTION 6. EFFECTIVE DATE.** This Agreement shall take effect upon filing with the TAYLOR County Clerk of Court in accordance with Section 163.01(11), *Florida Statutes*.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the dates written below.

**TAYLOR COUNTY, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
Pam Feagle, Chairperson

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

\_\_\_\_\_  
Annie Mae Murphy, Clerk of the Circuit  
Court & Comptroller

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Conrad Bishop, County Attorney

**STATE OF FLORIDA, DEPARTMENT  
OF HEALTH, TAYLOR COUNTY  
HEALTH DEPARTMENT**

\_\_\_\_\_  
Padraic Juarez, MS REHS CPM, Administrator

**Witness 1:**

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Print Name

**Witness 2:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Print Name

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

### SUBJECT/TITLE:



The Board to consider approval of revised contract with Collins Land Clearing services for Obstruction Tree Removal at the Perry Foley Airport.

### MEETING DATE REQUESTED:

November 2, 2020

**Statement of Issue:** To revise the contract for offsite obstruction tree removal at the Perry Foley Airport.

**Recommended Action:** Approve

**Fiscal Impact:** 100% grant funded

**Budgeted Expense:** Yes

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:** 838-3500 X 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: On April 6, 2020 the Board received bids for Obstruction Tree Removal at the Perry Foley Airport. Collins Land Clearing Services was the sole bidder and was awarded the bid on May 4, 2020.

The scope of work has not changed substantially from what was originally bid. The original scope of work was for tree removal and the revised scope of work is still tree removal, limits of work have been reduced and the restrictions on how the contractor performs the work have been changed. The original scope of work included clearing for three parcels. Staff was unable to get approval from two of the land owners so Staff is focusing on the third parcel only. However, upon further investigation with the contractor and land owner, it was determined that most of the parcel is covered in water and the wetland boundary extends to the edge of the tree line.

Avcon, Inc. has requested the contractor to change the method of tree removal to avoid ground contact in the wetlands which requires the use of a crane and lift to remove the trees. The revised price to remove as many trees as possible using the crane and lift is \$92,320.

FDOT will not require the County to re-bid the project.



A summary of the available grant funding is as follows:

FDOT Grant amount:	\$117,354
<u>Professional Services:</u>	<u>\$20,920</u>
Available for Construction:	\$96,434

**Options:** N/A

**Attachments:** Revised Agreement

**STANDARD FORM OF AGREEMENT**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_  
by and between the Taylor County Board of County Commissioners (hereinafter called Owner) and \_\_\_\_\_  
\_\_\_\_\_Collins Land Services, Inc.\_\_\_\_\_ (hereinafter called Contractor). Owner and Contractor, in  
consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

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

**OBSTRUCTION TREE REMOVAL  
PERRY-FOLEY AIRPORT**

~~BASE BID: AREA 1 (\$14,068.50)~~  
**ADDITIVE ALTERNATE NO. 1: AREA 2 (\$92,320.00)**  
~~ADDITIVE ALTERNATE NO. 2: AREA 3~~

**Article 2. ENGINEER.**

The Project has been designed by:

**AVCON, INC.**  
320 Bayshore Drive, Suite A  
Niceville, Florida 32578  
850-678-0050 office

who is hereinafter called Engineer and 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 completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIMES.**

**3.1** The work shall be substantially complete within 45 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 60 calendar days after the date when the Contract Times commence to run.

**3.2 Liquidated Damages.** Owner and Contractor 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 times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or

any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

- 3.3** Liquidated damages, based upon the original contract amount of \$ 92,320.00, will be Five-Hundred dollars (\$500.00) per calendar day.

**Article 4. CONTRACT PRICE.**

*This is a unit price contract.* 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 established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is \$ 92,320.00 as per the attached Contractor bid.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

**Article 5. PAYMENT PROCEDURES**

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

- 5.1** *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured based on the number of units completed.

- 5.1.1. Prior to Substantial completion, payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed (with the balance being retainage).

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

- 5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 90 % of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

- 5.1.3. Retainage requirements may be changed to reflect a proposed change to state regulatory statutes.

- 5.2 Final Payment.** Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.13.

**Article 6. CONTRACTOR'S REPRESENTATIONS.**

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

- 6.1** Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."
- 6.2** 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, performance or furnishing of the Work.
- 6.3** Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 6.4** Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Contractor accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.5** 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.
- 6.6** Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.7** 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, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**Article 7. CONTRACT DOCUMENTS**

The Contract Documents that comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- 7.1 This Agreement (pages A-1 to A-6, inclusive)
- 7.2 Performance, Payment, and other Bonds
- 7.3 Notice to Proceed
- 7.4 General Conditions (pages GC-1 to GC-56, inclusive)
- 7.5 Specifications package as listed in the table of contents thereof
- 7.6 Drawings consisting of a cover sheet and sheets numbered   C1   through   C4  , inclusive, with each sheet bearing the following general title:

OBSTRUCTION TREE REMOVAL  
PERRY FOLEY AIRPORT

- 7.7 Addenda numbers   1   to   1  , inclusive
- 7.8 Contractor's Bid Proposal, including submitted Bid Form and Bid Schedule
- 7.9 Documentation submitted by Contractor prior to Notice of Award
- 7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions

The documents listed in paragraph 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

**Article 8. MISCELLANEOUS.**

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents 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.

- 8.3** 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.
- 8.4** Any provisions 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.

TAYLOR COUNTY  
STANDARD FORM OF AGREEMENT

PERRY FOLEY AIRPORT  
OBSTRUCTION TREE REMOVAL

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

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_(which is the Effective Date of the Agreement).

**OWNER:**

TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS

Signed: \_\_\_\_\_

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

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

[CORPORATE SEAL]

**CONTRACTOR:**

Collins Land Services, Inc.

*If Contractor is a corporation, attach evidence of authority to sign*

Signed: \_\_\_\_\_

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

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

[CORPORATE SEAL]

**ATTEST**

Signed: \_\_\_\_\_

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

Address for giving notices:

LaWanda Pemberton, County Administrator

Taylor County

201 East Green Street

Perry, Foley 32347

**ATTEST**

Signed: \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# BID DOCUMENTS



## BID DOCUMENTS & SPECIFICATIONS OBSTRUCTION TREE REMOVAL



**BID FORM**

**PROJECT IDENTIFICATION:**

OBSTRUCTION TREE REMOVAL  
PERRY-FOLEY AIRPORT

**THIS BID IS SUBMITTED TO:**

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in these documents to perform and furnish all Work as specified or indicated in these documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of these documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one-hundred twenty (120) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents as more fully set forth in the Agreement, that:
  - (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Addendum No.:	<u>1</u>	Date:	<u>3/27/2020</u>
Addendum No.:	<u>                    </u>	Date:	<u>                    </u>
Addendum No.:	<u>                    </u>	Date:	<u>                    </u>
Addendum No.:	<u>                    </u>	Date:	<u>                    </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, performance, and furnishing of the Work.
  - (c) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
  - (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Bidder accepts the determination set forth in Article 4 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be

complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of these Documents.

- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in these documents.
  - (f) Bidder has correlated the information known to Bidder, information and observation obtained from visits to the site, reports and drawings identified in these documents and all additional examinations, investigations, explorations, tests, studies, and data with these documents.
  - (g) Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in these documents and the written resolution thereof by Engineer is acceptable to Bidder, and these documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
  - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
4. Bidder will complete the Work in accordance with these documents for the price found in the Bid Schedule:
- Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.
- Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in these documents.
5. Bidder agrees that Work associated with the **OBSTRUCTION TREE REMOVAL** project will be substantially complete 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions. Bidder also agrees that Work associated with the **OBSTRUCTION TREE REMOVAL** project will be completed and ready for final payment in accordance with paragraph 14.13 of the general conditions within 70 calendar days after the date when the Contract Time commences to run.

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
7. The following documents are attached to and made a condition of this Bid and shall be completed and submitted as part of a responsive bid proposal. Bid proposals that do not include the following documents may be considered unresponsive:
- (a) This bid form (BF-1 to BF-5) fully completed.
  - (b) Bid schedule completed, with bid unit prices indicated numerically and in words (BS-1 to BS-14).
  - (c) Bid Security as required by the Instructions to Bidders in the form of a certified or bank check made payable to Taylor County or a Bid Bond on form attached (BB-1 to BB-2), issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.
  - (d) Worker's Compensation Affidavit (WCA-1) *was not included in Bid Documents!*
  - (e) Disadvantaged Business Enterprise Program (DBEP-1 to DBEP-4)
  - (f) DBE Certificate of Compliance Form (DBECF-1)
  - (g) Insurance Compliance (IC-1)

8. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

Collins Land Services, Inc.

136 China Doll Drive

Tallahassee, Florida 32312

9. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on April 3, 2020

State Contractor License No. \_\_\_\_\_

If Bidder is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

TAYLOR COUNTY  
BID FORM

PERRY-FOLEY AIRPORT  
OBSTRUCTION TREE REMOVAL

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By Collins Land Services, Inc. \_\_\_\_\_ (SEAL)  
(Corporation Name)

Florida \_\_\_\_\_  
(State of Incorporation)

By Edwin R. Collins \_\_\_\_\_ (SEAL)  
(Name of person authorized to sign)

Vice President \_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
Brandi Collins (Secretary)

Business address: 136 China Doll Drive, Tallahassee, Florida 32312

Phone No.: 850-739-8733

Date of Incorporation 3/6/2018

A Joint Venture

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Address)

TAYLOR COUNTY  
BID FORM

PERRY-FOLEY AIRPORT  
OBSTRUCTION TREE REMOVAL

Phone Number and Address for receipt of official communications

850 739 8733

136 China doll dr

TALLAHASSEE Florida 32312

(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).

TAYLOR COUNTY  
BID SCHEDULE

PERRY-FOLEY AIRPORT  
OBSTRUCTION TREE REMOVAL

**BID SCHEDULE**

CONTRACTOR: Collins Land Services, Inc. DATE: 4/1/2020

AIRPORT NAME: Perry-Foley Airport  
PROJECT DESCRIPTION: OBSTRUCTION TREE REMOVAL

**BID SCHEDULE**

**Base Bid: Area 1**

Bid Item No.	Pay Item No.	Item Description & Unit Price In Words	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
1	P-151-1	Tree Removal Area 1 (Runway 18) Twelve Thousand Four Hundred Eight dollars and fifty cents	LS	1	12,408.50	12,408.50
2	T-901-1	Seed Area 1 (Runway 18) Sixteen Hundred sixty zero dollars and cents	LS	1	1660.00	1660.00

FOR ALL WORK REQUIRED TO PERFORM THE TREE REMOVAL AND SODDING IN AREA 1 IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS, SPECIFICATIONS, AND OTHER CONTRACT DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS A TOTAL BID AMOUNT OF:

TOTAL BASE BID (amount in words):

Fourteen Thousand Sixty Eight dollars and  
fifty cents

(\$ 14,068.50 )

amount in numbers

Note: Total Base Bid amount shall equal the sum of the totals for Bid Items No. 1 through 2.

TAYLOR COUNTY  
BID SCHEDULE

PERRY-FOLEY AIRPORT  
OBSTRUCTION TREE REMOVAL

Additive Alternate #1 Bid: Area 2

Bid Item No.	Pay Item No.	Item Description & Unit Price In Words	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
3	P-151-2	Tree Removal Area 2 (Runway 36) Fifty Eight Thousand Four Hundred Twenty dollars and zero cents	LS	1	\$92,320.00 <del>58,420.00</del>	\$92,320.00 <del>58,420.00</del>
<del>4</del>	<del>T-301-2</del>	Seed Area 2 (Runway 36) Five Thousand Eighty dollars and zero cents	LS	1	<del>5000.00</del>	<del>5000.00</del>

FOR ALL WORK REQUIRED TO PERFORM THE TREE REMOVAL AND SODDING IN AREA 2 IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS, SPECIFICATIONS, AND OTHER CONTRACT DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS A TOTAL BID AMOUNT OF:

TOTAL ADDITIVE ALTERNATE #1 BID (amount in words):

Ninety-Two Thousand, Three Hundred Twenty\*  
~~Sixty Three Thousand Five Hundred~~ dollars and  
Zero cents

\$92,320.00  
~~(\$ 63,500.00 )~~

amount in numbers

Note: Total Additive Alternate #1 Bid amount shall equal the sum of the totals for Bid Items No. 3 through 4.

\*Revised scope of work negotiated with Bidder after bid period.

TAYLOR COUNTY  
BID SCHEDULE

PERRY-FOLEY AIRPORT  
OBSTRUCTION TREE REMOVAL

Additive Alternate #2: Area 3

Bid Item No.	Pay Item No.	Item Description & Unit Price In Words	Unit	Estimated Quantity	Unit Price	Total Amt. / Item
5	P-151-3	Tree Removal Area 3 (Runway 12) Twenty Eight Thousand Two Hundred _____ dollars and Zero _____ cents	LS	1	28200.00	28200.00
6	T-901-3	Seed Area 3 (Runway 12) Eighteen Hundred Eighty _____ dollars and zero _____ cents	LS	1	1880.00	1880.00

FOR ALL WORK REQUIRED TO PERFORM THE TREE REMOVAL AND SODDING IN AREA 3 IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS, SPECIFICATIONS, AND OTHER CONTRACT DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS A TOTAL BID AMOUNT OF:

TOTAL ADDITIVE ALTERNATE #2 BID (amount in words):

Thirty Thousand Eighty \_\_\_\_\_ dollars and  
Zero \_\_\_\_\_ cents

(\$ 30,080.00 )

amount in numbers

Note: Total Additive Alternate #2 Bid amount shall equal the sum of the totals for Bid Items No. 5 through 6.



TAYLOR COUNTY  
BID SCHEDULE

PERRY-FOLEY AIRPORT  
OBSTRUCTION TREE REMOVAL

**BID SUMMARY:**

\*Revised scope of work negotiated with  
Bidder after bid period.

A. Total Base, Area 1 Bid:

~~(\$ 14,068.50 )~~

B. Total Additive Alternate # 1, Area 2 Bid:

\$92,320.00\*

~~(\$ 63,500.00 )~~

C. Total Additive Alternate #2, Area 3 Bid:

~~(\$ 30,080.00 )~~

D. Total Bid Amount

\$92,320.00\*

~~(\$ 107,048.50 )~~

*\* The Total Bid Amount (D) shall equal the sum of (A) through (C). The Basis of Award shall be based on the base bid plus any, all or none of the alternatives at the Owners sole discretion. Any award may include any combination of Bid Alternates as finally determined by the Owner and the funding agencies based on the availability of funding.*

The Bidder represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

Unit Prices, if any:

Unit prices for changes shall be full and complete compensation for the work or changes to the work. Prices will be inclusive of all costs including, but not limited to, labor, materials, services, overhead, and profit.

Unit Pricing: (written pricing for areas noted per unit) Adjustments:

All prices are fixed for the duration of the Contract and are not subject to escalation for any cause. Payment of the Total Contract Price shall constitute full payment for performance of the Work and covers all costs of whatever nature incurred by Contractor in accomplishing the Work in accordance with the provisions of the Contract.

Contractor shall maintain all work in progress until it is accepted. Contractor shall repair, rework, or replace as necessary any work damaged or lost due to normal wear and tear, anticipated events, or conditions within its control. No separate payment shall be made for such maintenance costs which are deemed included in the original contract price. Any failure to maintain the Work shall be considered a

TAYLOR COUNTY  
BID SCHEDULE

PERRY-FOLEY AIRPORT  
OBSTRUCTION TREE REMOVAL

defect in accordance with the General Conditions.

If provided with a Notice of Intent to Award the Contract by the Owner, the Bidder shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Addendum to the Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, license, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work.

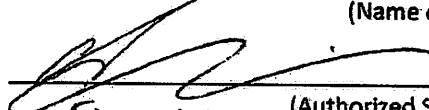
**Bidders' Representations:** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bid and Project Documents; to complete all Work as specified or indicated in the Project Documents for the Contract Price and within the Contract Time indicated in the Agreement and in accordance with the Project Documents.

**Signature/Execution:**

Dated and signed at Leon County, this 2<sup>nd</sup> day of April, 2020.

Collins Land Services, Inc.

(Name of Bidder)

  
Edwin Collins (Authorized Signature)

Vice President

(Title)

136 China Doll Drive

(Mailing Address)

Tallahassee, Florida 32312

(City, State, Zip)

82-4750393

(Federal ID No. or SS No.)

TAYLOR COUNTY  
BID BOND

PERRY FOLEY AIRPORT  
OBSTRUCTION TREE REMOVAL

**BID BOND**

**BIDDER (Name and Address):**

Collins Land Services, Inc.  
136 China Doll Drive  
Tallahassee, Florida 32312

**SURETY (Name and Address of Principal Place of Business):**

The Cincinnati Insurance Company  
6200 S. Gilmore Road  
Fairfield, Ohio 45014

**OWNER (Name and Address):**

Taylor County Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347

**BID:**

BID DUE DATE: 4/3/2020

PROJECT (Brief Description Including Location):

OBSTRUCTION TREE REMOVAL project at Perry-Foley Airport, Taylor County, Florida

**BOND:**

BOND NUMBER: Bid Bond

DATE: (Not later than Bid Due Date): 04/02/2020

PENAL SUM: 5% of Bid Amount

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

Collins Land Services Inc. (Seal)

Bidder's Name and Corporate Seal

By: [Signature] V.P.  
Signature and Title

Attest: [Signature] MANAGER  
Signature and Title

**SURETY**

The Cincinnati Insurance Company

Surety's Name and Corporate Seal

By: [Signature] Agent  
Signature and Title

(Attach Power of Attorney)  
Attest: [Signature] Jonathan Romero, Agent  
Signature and Title

**Note:** (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable

ECDC NO. 1910-28-C (1990 Edition)

- 1 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
- 2 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
- 3 This obligation shall be null and void if:
  - 3.1 OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 3.2 All bids are rejected by OWNER, or
  - 3.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
- 4 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
- 6 No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date
- 7 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8 Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal deliver, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 10 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11 The term "bid" as used herein includes a bid, offer, or proposal as applicable.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Samuel Rogers, Jr., Teresa Beaudoin,

of Tallahassee, FL

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal and signed by its Vice President this 10<sup>th</sup> day of May, 2012.

THE CINCINNATI INSURANCE COMPANY

*Stacy A. Justice*

Vice President

STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

On this 10<sup>th</sup> day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*

MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,  
this \_\_\_\_\_ day of \_\_\_\_\_

*Scott R. Cohen*

Assistant Secretary

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The following bid condition applies to this U.S. Department of Transportation (DOT) assisted contract. Submission of a bid/proposal by a prospective contractor shall constitute full acceptance of these bid conditions.

1. **DEFINITION** - Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in 49 CFR Part 26.
2. **POLICY** - It is the policy of DOT that DBE's as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
3. **OBLIGATION** - The contractor agrees to ensure that DBE's as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
4. **COMPLIANCE** - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.
5. **CONTRACT CLAUSE** - All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.
6. **CONTRACT AWARD** - Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this DOT assigned contract.

The owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goal for DBE participation or, if failing to meet the goal, he has made an acceptable good faith effort to meet the established goal for DBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.

7. **DBE PARTICIPATION GOAL** - The attainment of the goal established for this contract is to be measured as a percentage of the total dollar value of the contract. The DBE goal established for this contract is 4.78 %.

8. **AVAILABLE DBE'S** - The Florida Department of Transportation maintains an online searchable database of DBE firms at: <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>. This program contains a listing of DBE's (certified and uncertified). Bidders are encouraged to inspect this list to assist in locating DBE's for the work. Other DBE's may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be certified by the owner.

9. **CONTRACTOR'S REQUIRED SUBMISSION** - The owner requires the submission of the following information with the bid:

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

**MBE's**

MBE Subcontractors Names/Addresses/Identity	Subcontract Work Item	Dollar Value of Subcontract Work
N/A		

**WBE's**

Women Subcontractors Names/Addresses/Identity	Subcontract Work Item	Dollar Value of Subcontract Work
N/A		

**OSE's**

Other Socially and Economically Disadvantaged Subcontractors Within the DBE Group Names/Addresses/Identity	Subcontract Work Item	Dollar Value of Subcontract Work
N/A		

Total Dollar Value of Subcontract Work	\$0
Total Dollar Value of Basic Bid	
Total DBE Percent	%

\*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged.)

If the Contractor fails to meet the contract goal established in Section 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Section 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in 49 CFR Part 26.

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in 49 CFR Part 26 are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- f. Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor;

and

- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

**NOTE:** The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

**10. CONTRACTOR ASSURANCE** - The bidder hereby assures that he will meet one of the following as appropriate:



- a. The DBE participation goal as established in the General Conditions.
- b. The DBE participation percentage as shown in Section 9, which was submitted as a condition of contract award.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

**11. PROMPT PAYMENT** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **10** days from the receipt of each payment the prime contractor receives from the owner. The prime contractor agrees further to return retainage payments to each subcontractor within **10** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the owner. This clause applies to both DBE and non-DBE subcontractors.

**DBE CERTIFICATE OF COMPLIANCE FORM**

The Florida Department of Transportation maintains an online searchable database of DBE firms at

(<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>).

This is to certify that I have reviewed the plan, bid evaluation procedure, and DBE directory and will make all reasonable efforts to include DBE Contractors as outlined in pages DBEP 1 through DBEP 4.

  
Edwin Collins Bidder's Signature

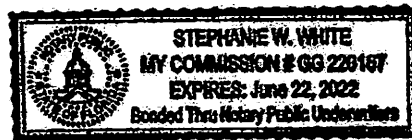
3/31/2020

Date

Vice President

Title

  
Stephanie W. White  
Notary Public



**INSURANCE COMPLIANCE**

This form is to be completed and signed by the Contractor and by your insurance agent/carrier certifying that your policy either meets the insurance requirements as specified for this project or that the insurance company has reviewed the bid requirements and certifies that you were quoted any price increase due to required coverage.

**CONTRACTOR**

I certify that the insurance requirements have been reviewed.

Company Name Collins Land Services, Inc.

Address 136 China Doll Drive

Tallahassee, Florida 32312

Representative

Name Edwin Collins

Title Vice President

Phone Number 850-739-8733

**INSURANCE COMPANY**

I certify that the insurance requirements have been reviewed with the above contractor.

Company Name Hub International, Inc

Address 1171 Thomasville Road

Tallahassee, FL 32303

Representative

Name Teresa Beaudoin

Title Agent, Commercial Lines Manager

Phone Number 850-386-1111

**INSURANCE REQUIREMENTS**

1. The contractor will secure and maintain in a company or companies licensed to do business in the State of Florida the following minimum item of Insurance. The company or companies will have a "Best" rating of at least:
  - (a) A/Class I for contracts \$250,000 or less
  - (b) A/Class II for contracts to \$250,000 to \$500,000
  - (c) A/Class III for contracts to \$500,000 to \$750,000
  - (d) A/Class IV for contracts to \$750,000 to \$1,000,000
  - (e) A/Class V for contracts to \$1,000,000 to \$1,500,000
  - (f) A/Class VI for contracts to \$1,500,000 to \$2,500,000
  - (g) A/Class VII for contracts to \$2,500,000 to \$3,750,000
  - (h) A/Class VIII for contracts to \$3,750,000 to \$5,000,000
  - (i) A/Class IX for contracts to \$5,000,000 to \$7,500,000
  - (j) A/Class X for contracts to \$7,500,000 to \$12,500,000
  - (k) A/Class XI for contracts \$12,500,000 to \$25,000,000
2. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
  - (a) (a) Premise-Operation (including X-C/U as applicable).
  - (b) Independent Contractor's Protective
  - (c) Products and Completed Operations
  - (d) Personal injury Liability
  - (e) Contractual – Including specified provision for Contractor's obligations in contract if available.
  - (f) Owned, non-owned and hired motor vehicles.
  - (g) Broad form Property Damage including Completed Operations.
  - (h) Umbrella Excess Liability if applicable.

**3. Required Minimum Coverage and Limits:**

**(a) Comprehensive or Commercial General Liability (Including Premise-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):**

**(1) Bodily Injury and Property Damage Combined Single Limit (CSL) \$500,000 each occurrence/\$1,000,000 General Aggregate**

**(2) Products and Completed Operations to be maintained for 3 years after final payment. Owner and Engineer to be included as additional insureds. - \$500,000 Aggregate**

**(3) Property Damage Liability Insurance shall provide X, C and U Coverage**

**(4) Broad Form Property Damage Coverage shall include Completed Operations**

**(b) Blanket Contractual Liability - Bodily Injury and Property Damage Combined Single Limit (CSL) - \$1,000,000 Each Occurrence.**

**(c) Personal Injury - \$500,000 per person.**

**(d) Business Auto Liability (including owned, non-owned and hired vehicles):**

**Bodily Injury and Property Damage Combined Single Limits (CSL) \$500,000 Each Occurrence or, Split Limits;**

**a. Bodily Injury;**

**\$500,000 each person  
\$500,000 each occurrence**

**b. Property Damage:**

**\$500,000 each occurrence**

**(e) Umbrella Excess Liability: Occurrence Form; Coverage provided under umbrella must follow coverage provided in primary.**

**(f) Workers' Compensation:**

**i. State: Statutory**

**ii. Applicable Federal (e.g., Longshoreman's & Jones Act) Statutory**

**iii. Employer's Liability: (Including Maritime if applicable)**

**\$500,000 Per Accident  
\$500,000 Disease- Each Employee  
\$500,000 Disease- Policy Limit**

**4. Other Requirements:**

- (a) Insurance and Bonds: All insurance and bonds in connection with the work to be performed under the contract shall be countersigned by a licensed agent resident in the State of Florida.
- (b) Transmittal of Bond and Proof of Carriage of Insurance: One (1) copy of the Proof of Insurance, as called for above, shall be delivered to the Engineer along with each copy of the Contract Documents and required bonds.
- (c) The owner and Engineer shall be named as additional insured in the General Liability Insurance Coverage as provided for in Paragraph 2 above.

**INDEMNIFICATION**

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) (2) is caused in whole or part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
2. In any and all claims against the Owner, the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under Paragraph 1. above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
3. The obligations of the contractor under Paragraph 1. above, shall not extend to the liability of the Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

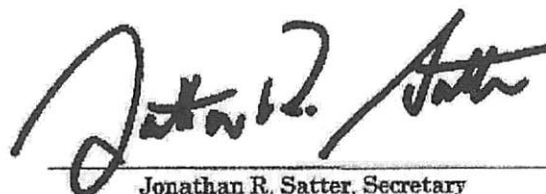
# State of Florida

## Woman Business Certification

Collins Land Services, Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

08/05/2019 to 08/05/2021



Jonathan R. Satter, Secretary  
Florida Department of Management Services

Department of  
**MANAGEMENT  
SERVICES**

► Office of Supplier Diversity



Office of Supplier Diversity  
4050 Esplanade Way, Suite 380  
Tallahassee, FL 32399  
850-487-0915  
[www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd)





**C-2**  
SHEET NUMBER

DATE: MAY 2020  
PROJECT NO: 2019-044-01

DESIGNED BY: J.A.C.  
DRAWN BY: B.Y.L.  
CHECKED BY: J.A.C.  
APPROVED BY: J.A.C.

**OBSTRUCTION  
TREE REMOVAL**  
PREPARED FOR  
PERRY-FOLEY AIRPORT

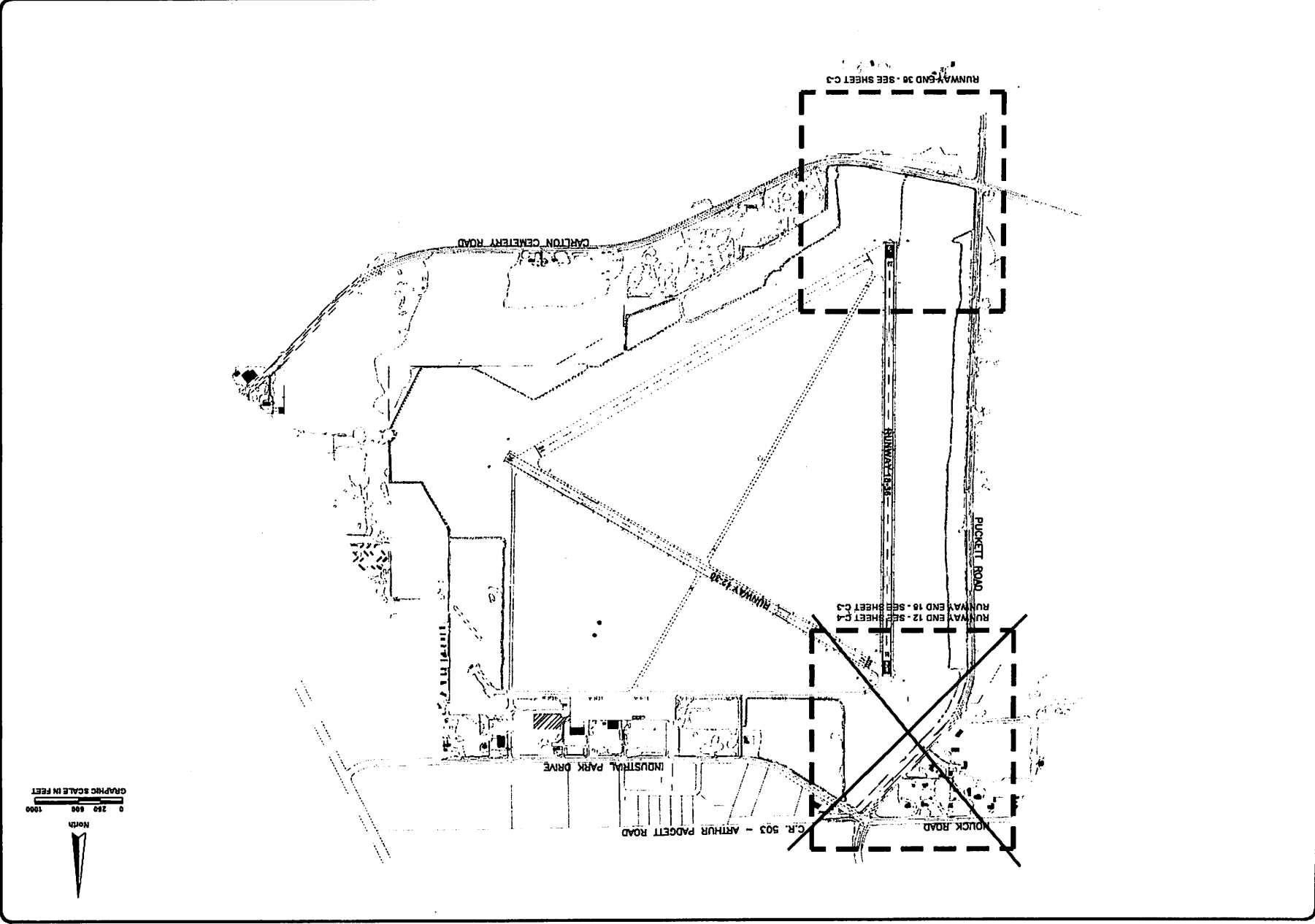
**SITE KEY PLAN**  
RELATE FROM CONSTRUCTION

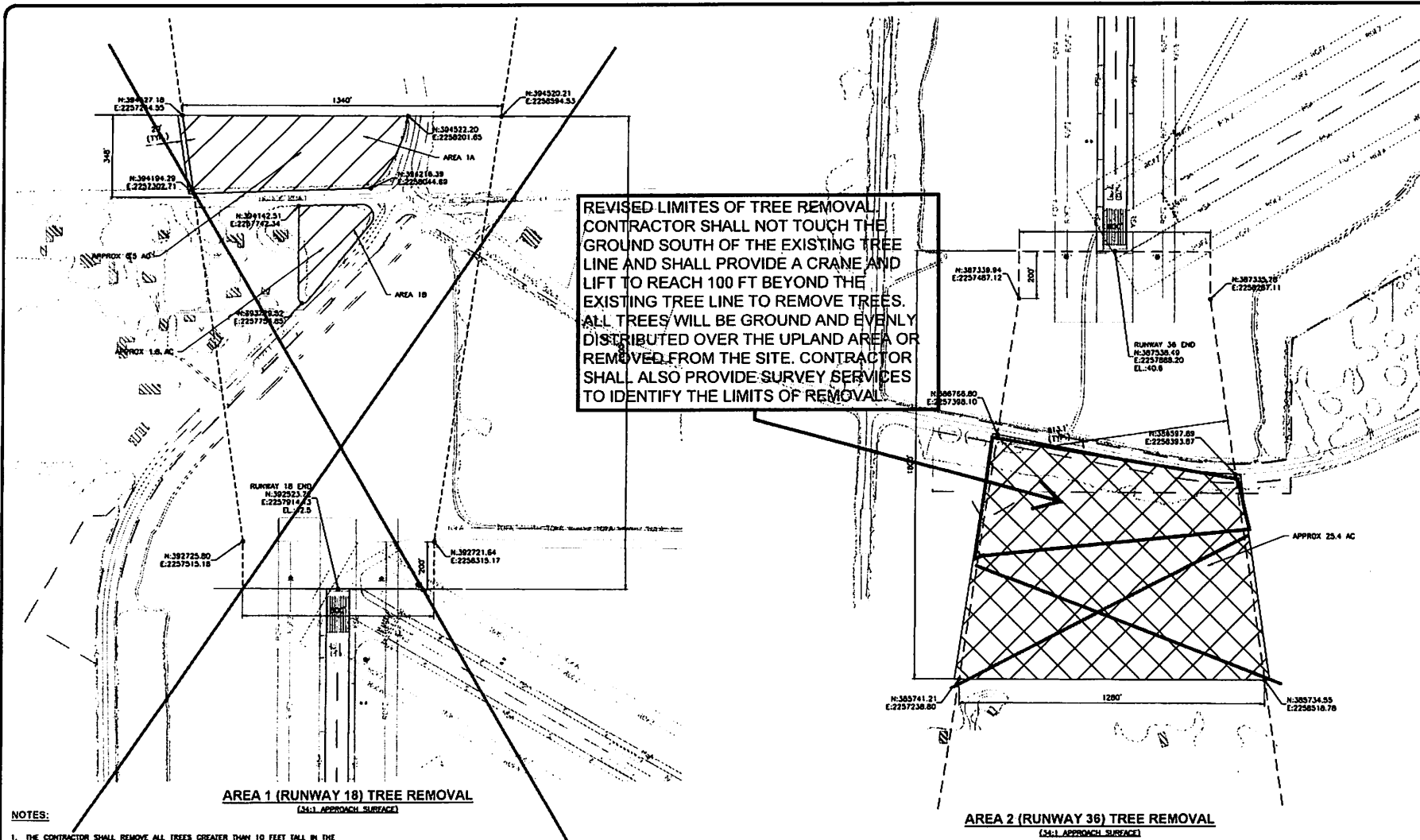
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JOHN R. COLLINS  
P.L. LICENSE NO. 17415  
REGISTERED PROFESSIONAL ENGINEER  
AUTOMATICALLY RE-REGISTERED

**AVCON**  
ENGINEERS & PLANNERS  
320 BAYSHORE DRIVE, SUITE A  
INGENUELLA, FL 33134-2425  
TEL: (305) 575-4444  
FAX: (305) 575-4444  
WWW.AVCONINC.COM

**AVCON, INC.**  
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320 BAYSHORE DRIVE, SUITE A  
INGENUELLA, FL 33134-2425  
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FAX: (305) 575-4444  
WWW.AVCONINC.COM





**AVCON, INC.**  
 ENGINEERS & PLANNERS  
 320 BAYSHORE DRIVE, SUITE A  
 HOUSTON, TX 77057-3402  
 PHONE (281) 478-0444  
 FAX (281) 478-0444  
 CORPORATE CERTIFICATE OF  
 AUTHORITY NO. 174-0000000000  
 WWW.AVCONINC.COM

**AVCON**

JOHN R. COLLINS  
 FL LICENSE NO.: 79419  
 FPRP CERTIFICATE OF  
 AUTHORIZATION NO. 9997

NO.	DATE	REVISION
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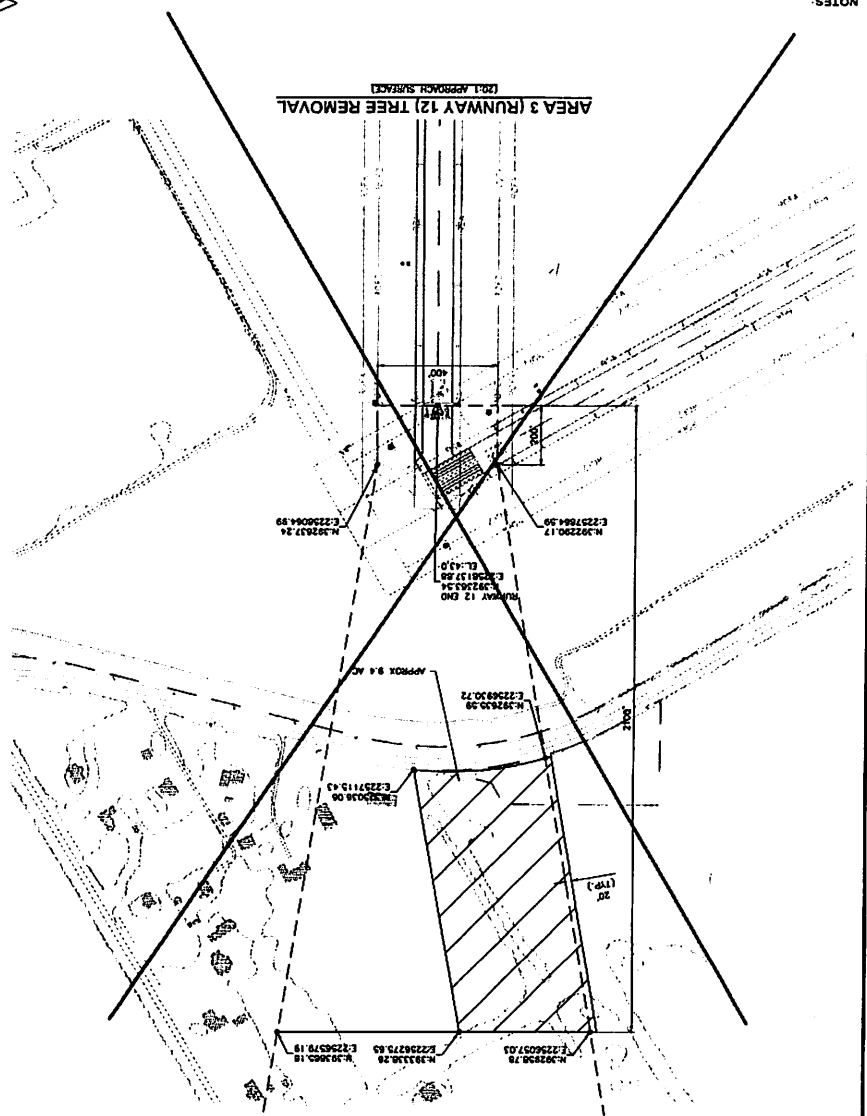
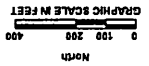
**SITE PLAN**  
**SHEET 1 OF 2**

**OBSTRUCTION**  
**TREE REMOVAL**  
 PREPARED FOR  
 PERRY-FOLEY AIRPORT

DESIGNED BY: J.A.C.  
 DRAWN BY: B.V.J.  
 CHECKED BY: J.A.C.  
 APPROVED BY: V.E.L.  
 PROJECT NO: 2015-044-01  
 DATE: MAY 2015

**SHEET NUMBER**  
**C-3**

- NOTES:
1. THE CONTRACTOR SHALL REMOVE ALL TREES GREATER THAN 10 FEET TALL IN THE AREA BOUNDED AS SHOWN. REMOVAL OF TREES IN THIS PROJECT SHALL CONSTITUTE THE TRIMMING, REMOVAL OF TREES AND MATERIALS BECOMING PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF THE REMOVED TREES OFF OF THE PROPERTY FROM WHERE THEY WERE REMOVED.
  2. CONTRACTOR SHALL RESTORE SITE TO PRE-CONSTRUCTION CONDITIONS AND SEED ALL DISTURBED AREAS.



**LEGEND**

--- APPROACH SURFACE

▨ STANDARD TREE REMOVAL

--- TREE LINE (UNIMPROVED)

--- EXISTING CONDITIONS

**SHEET NUMBER**

C-4

DATE: MAY 2020

PROJECT NO: 191416401

APPROVED BY: J.A.C.

CHECKED BY: J.A.C.

DRAWN BY: J.A.C.

DESIGNED BY: J.A.C.

**OBSTRUCTION TREE REMOVAL**

PREPARED FOR

PERRY-POLEY AIRPORT

**SITE PLAN**

SHEET 2 OF 2

NO.	DATE	DESCRIPTION
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JOHN R. COLLINS

P. LICENSE NO. 75415

REGISTERED PROFESSIONAL ENGINEER

AVCON ENGINEERS & PLANNERS

320 BAYVIEW DRIVE, SUITE A

INGENUELLA, FL 33074-0001

TEL: (954) 579-0000

FAX: (954) 579-0000

WWW.AVCON-INC.COM

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF ERECTING GATES AT THE END OF THE ROADS LEADING TO THE STEINHATCHEE AND BLUE SPRINGS ROLL-OFF SITES, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

**MEETING DATE REQUESTED:**

11/02/20

**Statement of Issue:** THE BOARD TO CONSIDER APPROVAL OF ERECTING GATES FOR STEINHATCHEE AND BLUE SPRINGS ROLL-OFF SITES

**Recommended Action:** APPROVE

**Fiscal Impact:** \$1,000.00

**Budgeted Expense:** \$0.00

**Submitted By:** GARY WAMBOLT, ES DIRECTOR

**Contact:** 838-3533

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** Discourage trespassing, dumping at the gates and to address safety concerns.

Gates will be set back from the road to allow logging trucks and roll-off trucks to be accommodated.

Gates will be appropriately marked with reflectors for visibility.

**Options:** APPROVE/NOT APPROVE

**Attachments:**

21  
19

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Florida Forest Service

**Meeting Date:**

10/5/2020

**Statement of Issue:** Present Annual Report

\_\_\_\_\_

\_\_\_\_\_

**Recommendation:** \_\_\_\_\_

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

**Submitted By:** Jack Smith

**Contact:** 850-838-5037

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** Jack Smith and Jared Beauchamp would like to present this in person to the Board.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Options:** 1. \_\_\_\_\_

2. \_\_\_\_\_

**Attachments:** 1. \_\_\_\_\_

2. \_\_\_\_\_

FLORIDA FOREST SERVICE  
PERRY DISTRICT  
(850) 223-0750  
(850) 223-0792 FAX



618 PLANTATION ROAD  
PERRY, FLORIDA 32348

## FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

COMMISSIONER NICOLE "NIKKI" FRIED

---

September 22, 2020

Honorable Thomas Demps  
Taylor County Commission  
201 East Green St.  
Perry, FL 32348

Dear Mr. Demps:

Attached are the 2019/2020 fiscal year activity reports from the Florida Forest Service for the Forest Protection Program and the Cooperative Forestry Assistance Program for Taylor County.

These reports identify the major forestry activities that occurred throughout Taylor County for the period of July 1, 2019 through June 30, 2020.

Should there be any questions or comments regarding this material, please do not hesitate to call this office at 850-223-0750.

Sincerely,

**Nicole "Nikki" Fried**  
**Commissioner of Agriculture**

Eric K. Black  
District Manager  
Florida Forest Service

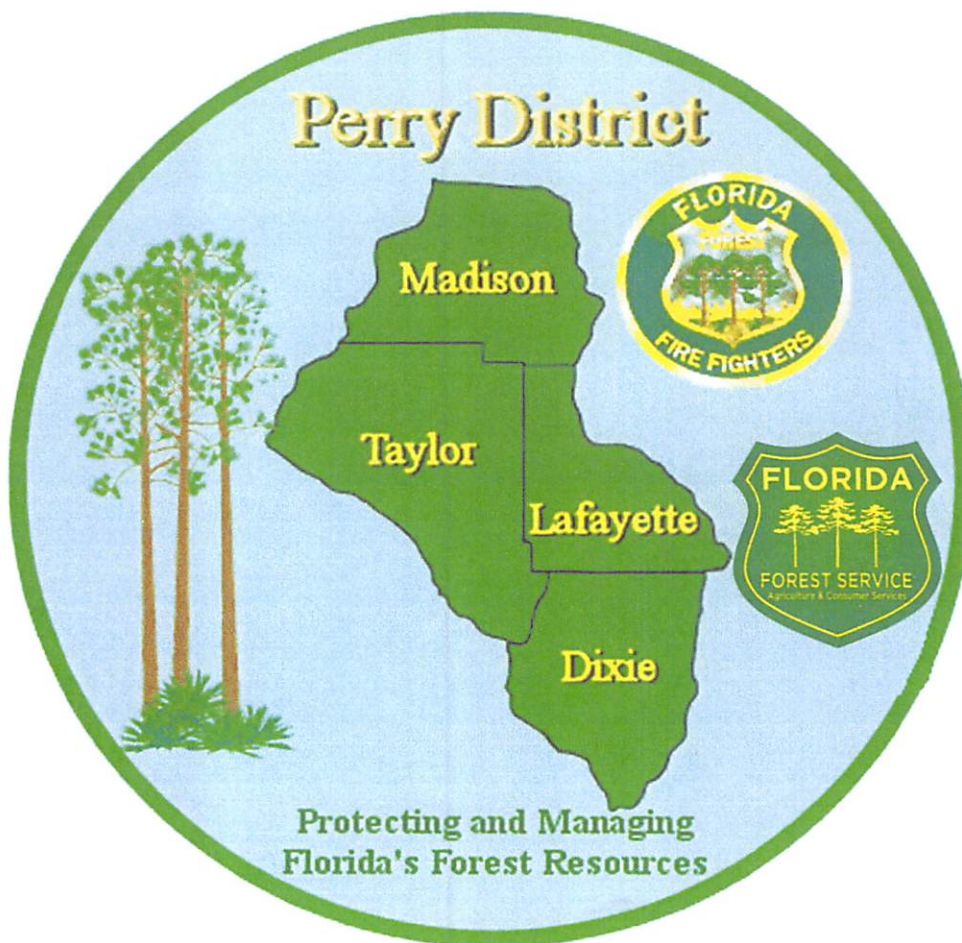
cc: Board of County Commissioners, Taylor County  
Forest Management Bureau, FFS  
Forest Protection Bureau, FFS



# FLORIDA FOREST SERVICE ANNUAL REPORT

## COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAMS

TAYLOR COUNTY, FLORIDA



In accordance with the Cooperative Agreement between the Taylor County Board of County Commissioners and the Florida Forest Service, we are pleased to submit this report covering the activities of the Cooperative Forestry Assistance Program and Forest Protection Program for the 2019-2020 fiscal year, covering the period of July 1, 2019 to June 30, 2020.

## Introduction

The mission of the Florida Forest Service is to protect Florida and its people from the dangers of wildland fire and manage the forest resources through a stewardship ethic to assure they are available for future generations.

Our vision is to accomplish this mission with the key value of earning the public trust through serving people. The Florida Forest Service envisions a leadership role to ensure that natural resources will be managed in a way that perpetuates their special character and meets the changing social and economic needs of the people who live and visit here. It will assume a strong advocacy role for public safety to meet the challenges of wildland fires facing Florida. The strategies employed to accomplish this mission are as follows:

- Provide leadership to protect forests, wildlands, and the public from the destructive effects of wildfire.
- Promote sound forest management practices, which maintain the integrity of the environment and provide for Florida's future natural resource needs.
- Educate the public about the importance of Florida's forests and promote the renewal and protection of these resources.
- Manage public lands for their unique character and to provide multiple public benefits.
- Encourage Florida's communities to establish and perpetuate their urban forests.
- Encourage family forest owners to attain their forestland management goals with guidance and technical assistance that promotes good land stewardship principles.
- Improve the quality of service through the training and development of our people – our single greatest resource. This leadership will encourage innovation, excellence and freedom for personal growth.





## **Forest Protection Program**

The Florida Forest Service provides wildland fire protection in Taylor County through a cooperative agreement with the county. This agreement ensures a complete understanding of the commitment between Taylor County and the Florida Forest Service for emergency response. The county operating plan is a working document that outlines the capabilities and responsibilities of each cooperating agency including timber cooperators. The public benefits when all agencies establish coordinated efforts to handle the same emergency. Additionally, we look for support from emergency service organizations to implement wildland/urban interface mitigation programs throughout the entire year. With the help of the county commission, we will ensure that the citizens have the protection they need from wildland fires.

The Florida Forest Service maintains four Type-2 tractor-plow units, two Type-1 tractors, a 5,000 gallon water tender, 750 gallon brush truck, 300 gallon brush truck, 2500 gallon tracked water trailer and an All Track tracked all-terrain vehicle with 500 gallons of water to scout and suppress wildland fires within the county. In addition, the Florida Forest Service Rural Community Fire Protection Program continues to provide equipment to fire departments at little or no cost to them to help them meet their emergency needs.

### **Wildfire Activity**

During the past fiscal year, Florida Forest Service personnel responded to a total of 57 wildfires in Taylor County. These fires burned approximately 173.1 acres. These numbers represent a higher number of fires and acres from the previous year when we had 20 wildfires that burned a total of 87 acres. Though this is higher than last year, when you look at our 10-year average for wildfires/acres it is close to an average year 54 wildfires and 295.5 acres burned. While we had more wildfires this year we still had less acres burned than the 10-year average. In addition, the support given to the FFS by the Four Rivers Land & Timber Company, Taylor County Commission, Taylor County Fire-Rescue, local volunteer fire departments and other cooperators was, once again, very instrumental in helping to limit the impact of wildfires on Taylor County residents.

<b>WILDFIRES BY CAUSE - TAYLOR COUNTY</b>		
<b>JULY 1, 2019-JUNE 30, 2020</b>		
<b>CAUSES</b>	<b>FIRES</b>	<b>ACRES</b>
Lightning	9	135.3
Campfires	1	0.8
Smoking	1	0.1
Debris Burning	20	20.8
Incendiary	9	3.9
Equipment	4	1.3
Railroad	0	0.0
Children	3	1.2
Unknown	4	8.1
Miscellaneous	6	1.8
<b>TOTAL</b>	<b>57</b>	<b>173.3</b>

## **Open Burning Program**

Through the administration of the State's open burning program, the Florida Forest Service issues burn authorizations for agricultural, silvicultural and rural land clearing purposes to the residents of Taylor County. Through this authorization process, the FFS is better able to regulate and ensure proper and safe outdoor burning. The FFS believes that compliance with open burning laws through a comprehensive burning authorization process as well as aggressive pre-suppression and prescribed burning programs are all essential components of a strong forest protection program.

Over the past fiscal year, a total of 681 burn authorizations were issued in Taylor County. These authorizations included 7,770 acres and 1,266 authorized piles. In addition, FFS personnel provided landowner assistance for 4 pre-suppression fire line plowing requests to help protect 400 acres and 6 prescribed burning assistance of 330 acres. FFS personnel also was able to conduct four mitigation projects that will help protect 152 structures valued at \$2,285,000.00. This involved FFS committing about 380-man hours of work plus equipment time.

<b>BURN AUTHORIZATIONS - TAYLOR COUNTY</b>			
July 1, 2019 – June 30, 2020			
<b>TYPE</b>	<b>AUTHORIZED FIRES</b>	<b>AUTHORIZED ACRES</b>	<b>AUTHORIZED PILES</b>
Agricultural	80	1,805	38
Silvicultural	94	5,894	141
Land Clearing	507	71	1,087
<b>TOTAL</b>	<b>681</b>	<b>7,770</b>	<b>1,266</b>

On-site inspections are conducted by FFS personnel prior to burn authorizations being issued to landowners who are requesting an authorization for the first time and for authorizations being requested in smoke sensitive areas. These on-site inspections ensure that distance setbacks, adequate equipment and proper control measures are being taken prior to burn authorizations being issued. Last fiscal year, a total of 27 onsite inspections were performed in Taylor County. In addition, compliance checks are often performed to ensure compliance with safe burning practices and legal requirements.

## Fire Prevention

Central to the Florida Forest Service's fire prevention efforts is its relationship with local citizens through schools, businesses, civic organizations, volunteer fire departments and local governments to help reduce the number of wildfires.

Last fiscal year, we were able to resume participation in most of our regular fire prevention activity's the first part of the fiscal year. Due to the coronavirus the Florida Forest Service was unable to conduct any fire prevention programs the last part of the fiscal year. FFS personal was able to participate in a total of 36 different programs in Taylor County. These events included the Florida Forest Festival, Special Olympics Torch Run, Taylor County High School Homecoming Parade, Fiddler Crab Parade and several Back to School events. Numerous Smokey programs were also conducted at the local elementary schools and day care facilities. Through these efforts, it is estimated that the FFS message of fire prevention was delivered to close to 35,000 people in Taylor County.



### **Rural Community Fire Protection**

The Rural Community Fire Protection Program is a partnership in which the Florida Forest Service provides local volunteer fire departments with surplus equipment for the purpose of supporting the wildland firefighting efforts. Taylor County is an outstanding example of what can be accomplished through this program. With the support of the Taylor County Commission, local volunteer fire departments have been able to effectively use this equipment to protect the citizens of Taylor County. During this fiscal year, Taylor County was approved for \$5,677.20 under a Title IV grant that was administered by the FFS to purchase firefighting equipment for Taylor County Volunteer Fire Departments.

### **San Pedro Bay Landowners Association**

The San Pedro Bay Landowners Association (SPBLA) consists of landowners, land managers, state agencies, county governments and other interested parties working together as a unified team in forest resource protection. SPBLA members share a common interest in managing, protecting and promoting forest resources in and around the San Pedro Bay area with a stewardship ethic to ensure that these resources will be available for future generations. The role of the Florida Forest Service is to provide technical assistance to the members of the SPBLA. During the past fiscal year, we were unable to conduct the annual meeting due to the coronavirus.

### **Cooperative Forestry Assistance Program**

The services provided by the county forester range from simple tree species identification and insect/tree disease diagnosis to the preparation of complex, comprehensive, multiple-use forest management plans for private, non-industrial forest landowners of Taylor County. Some of the more commonly-provided services include:

- landowner assistance
- presentation of public information and education
- administration of federal cost-share programs
- assistance with state lands management
- wildfire suppression assistance

### **Landowner Assistance**

During the 2019-2020 fiscal year, the county forester made 97 assists to the residents of Taylor County involving approximately 3,260 acres of land. This included 9 general management plans and agricultural assessment plans. This work also included:

- forest management plan development
- insect and disease detection and treatment
- cost-share program applications and administration
- tree planting equipment rental
- information dissemination regarding:
  - future management
  - thinning
  - site preparation
  - reforestation
  - seedling sources and availability
  - existing timber stand management
  - forest products marketing
  - Forest Stewardship & Tree Farm Programs
  - fertilization
  - regeneration failure
- fire lane and boundary line establishment and maintenance
- prescribed burning assistance
- Florida's Best Management Practices
- species identification
- forest service's vendor database

### **Forest Information and Education**

Last fiscal year, Perry District personnel were actively involved in several forestry and environmental education activities. These activities included:

- the FFA State Forestry Contest which is held annually in Perry at the Taylor County IFAS Extension Complex and Forest Capital Museum State Park
- the FFA District 3 Contest at Gateway College in Lake City
- participation in local festivals and events, including the Florida Forest Festival, Fiddler Crab Festival, and the Master Gardener's Annual Plant Sale to provide outreach and information
- class room presentations to include importance of forests in our community
- submission of news articles to local newspapers to keep Taylor County residents informed on various forestry related topics
- Presenting at the local Big Bend Technical College Job Fair





### Federal Assistance Programs

The Forest Stewardship Program encourages forest landowners to practice multiple-use resource management. This program provides a wide array of technical assistance and management advice through a comprehensive Forest Stewardship Plan which is available to landowners owning more than 20 acres at no cost or obligation. There are currently 78 Taylor County landowners enrolled in the program with total ownership of over 17,030 acres.



The Southern Pine Beetle Prevention and Assistance Program focuses on reducing risks of southern pine beetle outbreaks by encouraging proactive forest management. It provides funds for thinning operations, underbrush removal, prescribed burning and planting of longleaf and slash pine. Either longleaf pine or slash pine planting is specified due to the better resistance of these species to southern pine beetle. Of the five applications received in Taylor County for this assistance funding during this period, none were yet to be approved due to the constraints from the COVID-19 delays.

The Environmental Quality Incentives Program (EQIP) is administered by the Natural Resources Conservation Service (NRCS). The Conservation Reserve Program (CRP) is administered by the Farm Service Agency. Each of these programs provides opportunities for technical advice and cost-sharing assistance to forest landowners in Taylor County. EQIP funds a host of forestry-related practices including wildlife management enhancement practices. As a result of the 2018 Farm Bill, opportunities exist for cost-sharing expenses for woodland management practices through both the EQIP and CRP programs. Through a Memorandum of Agreement, the county forester provides technical advice on forestry practices under both the EQIP and CRP programs. Six EQIP tree planting inspection requiring the services of the county forester were requested this period.

### **Forest Health**

This year there was a higher than average occurrence of pine saw fly. Pine saw fly attacks all species of pine by eating the needles, or defoliating, of the tree. This usually does not hurt the tree, but these insects attacked various stands from early spring to late fall. Most stands survived the attack, but some have various stages of mortality. There is no way to prevent these attacks but to manage the stand after the fact.

As in previous years, multiple aerial surveys of the county were conducted to identify any major bark beetle infestations. Other than the activity referenced above, no additional spots of concern were identified.

The county forester performed 22 other forest health inspections relating to pine bark beetles in Taylor County during the past fiscal year. As is commonly the case, all these were typical of the routine small outbreaks of the less aggressive species of bark beetles - including the *Ips* spp. engraver beetles and black turpentine beetles. These were all harvested or contained with little additional loss to forest resources.

### **Urban Forestry**

For the 27th consecutive year, the City of Perry earned the Tree City, USA designation. The Tree City, USA program recognizes cities for their efforts in maintaining a healthy urban forest. The county forester worked closely with the City of Perry Tree Board and administration, providing urban forestry advice and assistance when needed. Arbor Day was celebrated with tree-planting ceremonies with the city of Perry.

## **State Lands Management**

The Florida Forest Service is not the lead managing agency on any state-owned land within Taylor County; however, forestry assistance is extended to other state agencies such as the Florida Fish and Wildlife Conservation Commission, Department of Corrections, and the Suwannee River Water Management District. The county forester is available to assist with timber management activities, such as insect and disease identification and control, timber sale and regeneration information, and prescribed burning recommendations on these properties.

## **Training**

To better serve the residents of Taylor County, the county forester attended several training courses during the past fiscal year. This included instruction in groundcover restoration, herbicides, the I Tree Canopy & Design application, and the Natural Resources Conservation Service's (NRCS) requirements for becoming a Technical Service Provider.

In addition, the county forester attended the Florida Forest Service's annual Cooperative Forestry Assistance workshop where the following topics were discussed:

- Forest Health – Herbicide Use and Damage
- Southern Pine Growth-and-Yield Model
- Longleaf Pine Ecosystem Geo-database
- Forest Stewardship reporting and mapping
- Regional Conservation Partnership Program (NRCS)
- Forest Stewardship reporting (SMART, PRISM)
- EQIP and CRP program updates and projections
- Tree Farm program updates
- Champion Tree program
- an overview of CFA program offerings and updates
- Regional Conservation Partners Program (NRCS)

In total, more than 90 hours of training were completed with the aim of providing better service to the residents of Taylor County.



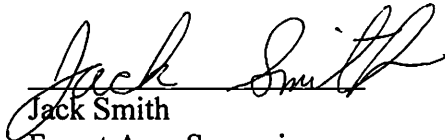
## Conclusion

The primary goal of the CFA program in Taylor County for the new fiscal year brings a few recent changes. The overall goal is to present more outreach programs at the local schools to educate the youth on working forests and the products produced from timber. Through the office of the county forester, the Florida Forest Service will continue to increase the visibility of the services which are provided to the citizens of Taylor County. Through this exposure, more people will be made aware of the value and importance of timber production and natural resource management.


The Florida Forest Service is proud of the investment it has made in the natural resources of Taylor County and its ability to assist the residents of the county. Fire prevention and suppression will continue to be a major focus of this agency due to an ever-increasing population. Through the Cooperative Forestry Agreement, the Florida Forest Service will continue to provide sound forest management advice to both the citizens and local governments of Taylor County.

It is our policy to maintain an effective level of service and make any necessary improvements as needs are identified to serve the citizens of Taylor County. For that reason, the Board of County Commissioners of Taylor County is requested to provide comments or suggestions to assist the Florida Forest Service in providing the best service possible.

Respectfully submitted,



Jack Smith  
Forest Area Supervisor  
Florida Forest Service  
618 Plantation Road  
Perry, FL 32348  
850-223-0781



Jared Beauchamp  
Senior Forester  
Florida Forest Service  
203 West US 27  
Mayo, FL 32066  
850-661-2014

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:** FDOT M-CORES update



**MEETING DATE REQUESTED:** 11/02/2020

**Statement of Issue:**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** Rosemary Woods, Atkins

**Contact:** Rosemary Woods, 850-580-7891, [rosemary.woods@atkinsglobal.com](mailto:rosemary.woods@atkinsglobal.com)

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to discuss and approve moving forward with grant submission to the Fiscal Year 2027 Florida Department of Transportation (FDOT) Transportation Alternatives Program for the continuation of a sidewalk from the end of the sidewalk on First Avenue in Steinhatchee to approximately Roy's Restaurant (or the Condo's across the road).

**MEETING DATE REQUESTED:**

November 2, 2020

**Statement of Issue:** Board to discuss and approve staff moving forward with grant submission for the 2027 funding cycle for the FDOT Transportation Alternatives Program.

**Recommended Action:** Staff recommends moving forward with grant submission for the 2027 funding cycle of the Transportation Alternatives Program.

**Fiscal Impact:** The County will not be required to provide a cash match. The County will be required to provide engineering and program administration services.

**Budgeted Expense: Y/N** Not applicable at this time.

**Submitted By:** Melody Cox, Grants Writer

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The FDOT Transportation Alternatives applications are submitted a minimum of five years in advance. Transportation Alternatives funds can be used for numerous pedestrian and bicycle projects including but not limited to: the construction sidewalks; bicycle infrastructure; pedestrian and bicycle signals; safety related infrastructure; ADA compliance measures; turn outs; overlooks and; viewing areas. This sidewalk will continue the new sidewalk which will be constructed with the resurfacing of 1<sup>st</sup> Avenue in Steinhatchee to the approximate vicinity of Roy's Restaurant which would provide Steinhatchee with almost a full east/west pedestrian travel path. In addition, this project would

**benefit the Florida National Scenic Trail reroute along the Taylor County coastline. This would definitely assist in procuring funding for the proposed sidewalk extension. The County has obtained funding through this program for the Old Dixie Highway sidewalk project from Jefferson Street to South Side Park. Past projects that have been funded through this program include Green Street Sidewalk Project, the bike lane/sidewalk along County Road 361 from Keaton Beach Coastal Park to Dark Island Drive, and the sidewalk along U. S. 19 N to the Sports Complex. This program also funded the bridge, sidewalks, paved parking areas, and restrooms at Hampton Springs Park. If the Board approves moving forward with the Steinhatchee project, the application as well as the projected cost will be on the first Board meeting agenda in January 2021 for approval. Grants staff and the County Engineer will be working together on the application.**

**Attachments:**

**Information on the 2027 Transportation Alternative Program.**

**From:** Melody Cox  
**Sent:** Sunday, October 25, 2020 8:43 PM  
**To:** Jami Evans  
**Cc:** Kenneth Dudley  
**Subject:** FW: Taylor County - Transportation Alternatives Program Solicitation FY 2027  
**Attachments:** Taylor County - TAP Solicitation 2027 letter.pdf; Transprtation Alternatives Project Application FY 2027.docx; FDOT TAP Eligibility Guidance.PDF; TAP\_RequestForFundingEngineersCostEstimate.xlsx

**From:** Bennette, Barney [<mailto:Barney.Bennette@dot.state.fl.us>]  
**Sent:** Monday, October 5, 2020 8:09 PM  
**To:** [tbrown@cityofperry.net](mailto:tbrown@cityofperry.net); [bcounce@cityofperry.net](mailto:bcounce@cityofperry.net); Malcolm Page <[mpage@taylorcountygov.com](mailto:mpage@taylorcountygov.com)>; Jim Moody <[jmoody@taylorcountygov.com](mailto:jmoody@taylorcountygov.com)>; Sean Murphy <[smurphy@taylorcountygov.com](mailto:smurphy@taylorcountygov.com)>; Pam Feagle <[pfeagle@taylorcountygov.com](mailto:pfeagle@taylorcountygov.com)>; Thomas Demps <[tdemps@taylorcountygov.com](mailto:tdemps@taylorcountygov.com)>; LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>; Marsha Durden <[mdurden@taylorcountygov.com](mailto:mdurden@taylorcountygov.com)>; Kenneth Dudley <[county.engineer@taylorcountygov.com](mailto:county.engineer@taylorcountygov.com)>; Melody Cox <[melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com)>  
**Cc:** Brock, Michael <[Michael.Brock@dot.state.fl.us](mailto:Michael.Brock@dot.state.fl.us)>  
**Subject:** Taylor County - Transportation Alternatives Program Solicitation FY 2027

The Florida Department of Transportation is now soliciting for potential FY 2027 Transportation Alternatives Program projects for inclusion in the Tentative Five-Year Work Program development cycle. Attached for your use is an application form, a letter requesting applications and the Project Eligibility Guidance.

All requests for Transportation Alternatives Program funding must be prioritized and submitted through the Board of County Commissioners.

The application may be submitted by email (preferred) or to the postal address below. To be considered for funding, the application must have:

- The completed project application form including the project sponsor certification,
- a location map, and
- an estimate prepared by a Florida Registered Professional Engineer.

The Transportation Alternatives Program (TAP) was created in 2012 under the Moving Ahead for Progress in the 21<sup>st</sup> Century Act or MAP-21. TAP projects include on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

For more information on the Transportation Alternatives Program, please see <https://www.fhwa.dot.gov/fastact/factsheets/transportationalternativesfs.cfm> and <https://www.fdot.gov/planning/systems/tap/default.shtm>

**Applications are due back to the Department by January 15, 2021.** Feel free to submit the applications earlier if possible. All applications should be sent to Barney Bennette at the following email or postal address:

Barney Bennette  
Florida Department of Transportation, District 2  
1109 S. Marion Avenue, Mail Station 2007  
Lake City, FL 32025-5874  
email: [barney.bennette@dot.state.fl.us](mailto:barney.bennette@dot.state.fl.us).

Barney Bennette  
Florida Department of Transportation, District 2  
[barney.bennette@dot.state.fl.us](mailto:barney.bennette@dot.state.fl.us) | 386.961.7878<sup>9</sup>

- According to the Federal Register, Volume 77, No. 138<sup>4</sup>, there are 15 designated TMAs in Florida: Miami, Tampa-St. Petersburg, Orlando, Jacksonville, Sarasota-Bradenton, Cape Coral, Palm Bay-Melbourne, Port St. Lucie, Palm Coast-Daytona Beach-Port Orange, Pensacola, Florida-Alabama, Kissimmee, Bonita Springs, Lakeland, Tallahassee, and Winter Haven.
- Florida has 27 Metropolitan Planning Organizations (MPOs) serving metropolitan areas with a wide range of population sizes. In Florida, MPOs are also referred to as Transportation Planning Organizations (TPO) and Transportation Planning Agencies (TPA); for the purposes of this document, they will collectively be called MPOs. Eighteen (18) of the State's 27 MPOs are represented within the State's fifteen 15 TMAs (Figure 1).
  - » Approximately \$19 million in "over 200K population" funds for TMAs has been allocated to FDOT for FY2020. This amount is divided among the 15 TMAs based on population (Figure 2).
  - » Eligible entities (Project Sponsors) within TMAs submit eligible projects which are prioritized and selected through a competitive process administered by the MPOs in consultation with their FDOT district office.

FDOT is a decentralized agency, and each FDOT district office receives an apportionment of TA Set-Aside funds to administer through a competitive process in compliance with the FAST Act. The FY2020 funding apportionment by FDOT district is detailed in Table A.

**Table A: Florida Transportation Alternatives Set-Aside Funding Apportionment by FDOT District, FY2020**

District	Any Area Funds (FDOT Fund Code TALT)	Population < 5K (FDOT Fund Code TALN)	Population > 5K but < 200K (FDOT Fund Code TALL)	Population > 200K (FDOT Fund Code TALU)	Total
1	\$3,461,501	\$384,463.05	\$545,541	\$2,544,874	\$6,936,378
2	\$2,777,848	\$689,377.01	\$687,280	\$1,391,796	\$5,546,301
3	\$1,824,492	\$739,743.56	\$608,347	\$750,009	\$3,922,592
4	\$4,557,648	\$105,532.22	\$182,987	\$4,432,039	\$9,278,206
5	\$5,180,441	\$267,635.92	\$819,011	\$3,431,663	\$9,698,750
6	\$3,108,324	\$52,693.40	\$63,890	\$3,248,608	\$6,473,515
7	\$3,655,204	\$58,849.85	\$370,744	\$3,190,373	\$7,275,171
FDOT Total	\$24,565,457	\$2,298,295	\$3,277,801	\$18,989,362	\$49,130,914

Source: FDOT Work Program and Budget, October 30, 2018. Figures do not include Recreational Trails Program funding. Figures may vary slightly from Federal Register (Figure 2) due to rounding.

Note: Table A describes federal funding that has been allocated for FY2020 via legislation and apportioned to FDOT districts. However, FDOT operates under a 5-year work program in order to maximize production and service capabilities. Project applications submitted in FY2020 will be tied to FY2025 planning and funding. Check with your district and/or MPO for more information on amounts available for project applications.

## Funding and Matching Requirements

Normally, the federal share for TA Set-Aside projects is the same as for the general Federal-aid Highway Program: 80 percent federal/20 percent state and/or local match. However, the State of Florida has elected to utilize toll credits to serve as the state and local match for the TA Set-Aside program. Therefore, project sponsors are not required to provide the 20 percent match.

FDOT generally administers TA Set-Aside projects through the Local Agency Program (LAP). Information on the LAP can be found on FDOT's LAP webpage at <https://www.fdot.gov/programmanagement/LAP/LAP-TOC.shtml>.

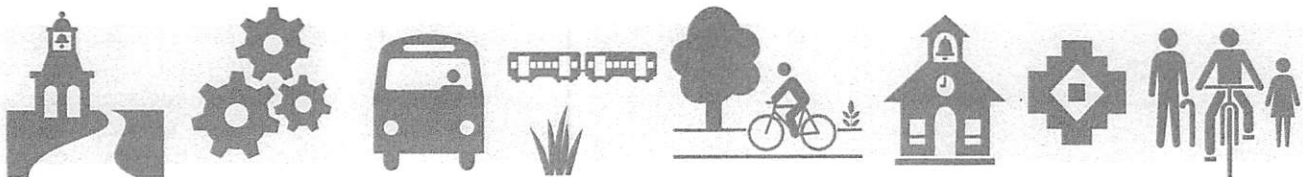
## Cost Reimbursement of Approved Expenses

TA Set-Aside is a cost reimbursement grant program. Projects must go through multiple levels of review and approval to become eligible for reimbursement. Once the Federal Highway Administration (FHWA) has authorized a project and the project sponsor has entered into an agreement with FDOT, project costs may be incurred and ultimately reimbursed. Note that costs incurred prior to FHWA authorization and execution of the agreement are not eligible for reimbursement.

<sup>4</sup> <https://www.govinfo.gov/content/pkg/FR-2012-07-18/pdf/2012-17514.pdf>

# Eligible Entities (Project Sponsors)

Eligible entities are those that can receive TA Set-Aside program funds. The FAST Act carried forward the eligible entities from the TAP in MAP-21 and adds "non-profit entities responsible for the administration of local transportation safety programs" as eligible sponsors. Eligible project sponsors descriptions below are adapted from 23 U.S.C. 213(c)(4)(B).



- **Local governments.** Local government entities include any unit of local government below a State government agency, except for an MPO\*. Examples include city, town, township, village, borough, parish, or county agencies.
- **Regional transportation authorities.** Regional transportation authorities are considered the same as the Regional Transportation Planning Organizations defined in the statewide planning section of the legislation [23 U.S.C. 135(m)].
- **Transit agencies.** Transit agencies include any agency responsible for public transportation that is eligible for funds as determined by the Federal Transit Administration.
- **Natural resource or public land agencies.** Natural resource or public land agencies include any federal, tribal, state, or local agency responsible for natural resources or public land administration. Examples include:
  - » State or local park or forest agencies;
  - » State or local fish and game or wildlife agencies;
  - » Department of the Interior Land Management Agencies; and
  - » U.S. Forest Service.
- **School districts, local education agencies, or schools.** School districts, local education agencies, or schools may include any public or non-profit private school. Projects should benefit the general public and not only a private entity.
- **Tribal governments**
- **Non-profit entity responsible for the administration of local transportation safety programs.** Examples include a non-profit entity responsible for:
  - » a local program implementing construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs; and
  - » a safe routes to school program.
- **Any other local or regional governmental entity with responsibility for oversight of transportation or recreational trails that the State determines to be eligible and consistent with the goals of 23 U.S.C. 213 (c).**

*\*The Florida Department of Transportation and Metropolitan Planning Organizations (MPO) are not eligible project sponsors; however, they may partner with an eligible project sponsor and serve as the implementing agency to help a project sponsor carry out a project.*

Non-profit organizations are not eligible project sponsors unless they qualify through one of the eligible entity categories listed above (e.g., where a non-profit organization is a designated transit agency, school, or an entity responsible for the administration of local transportation safety programs). Non-profit organizations that do not qualify via the legislation are eligible to partner with any eligible entity on an eligible project, if State or local requirements permit.

FDOT requires infrastructure projects be implemented by a LAP certified agency; this includes phases of work leading to construction, or activities specifically identified in the definition of "construction" in Title 23 of the United States Code, Section 101(a)(4). In limited circumstances, planning studies and research studies would not require LAP certification. Non-profit organizations are not eligible for LAP certification. If the project sponsor is not LAP certified, they may partner with a LAP certified agency to serve as the implementing agency. An overview of the requirements of federally funded projects and FDOT local project implementation process can be found in the FDOT LAP Manual at <https://www.fdot.gov/programmanagement/LAP/LAP-TOC.shtm>.

Non-infrastructure projects do not require LAP certification; this includes equipment purchases. These projects will be treated as non-traditional federal awards. Please see the FDOT Work Program Instructions for more information on non-traditional federal awards.



# Eligible Projects and Activities

TA Set-Aside funds may be obligated for projects or activities described in 23 U.S.C. 101(a)(29) or 23 U.S.C. 213(b)(1) as such provisions were in effect on the day before the date of enactment of the FAST Act. To be eligible for funding under the TA Set-Aside program, projects must fall under at least one of the ten categories outlined in the legislation (Table B).

However, the legislation gives “states and Metropolitan Planning Organizations (MPOs)...discretion about how to establish project priorities, or whether to fund (or not fund) particular categories. There is no requirement to consider all eligible TA activities equally.”<sup>5</sup> FDOT developed TA Set-Aside project eligibility guidance (Appendix B) to provide specific examples of eligible projects and activities in each category described in the legislation. The content is based on guidance from FHWA, and input from FDOT’s Transportation Alternatives Working Group, made up of FDOT district representatives.

Note that the FDOT TA Set-Aside Project Eligibility Guidance is not intended to be comprehensive, but instead provides examples to assist applicants in understanding eligible project types. The final decision on project eligibility remains at the discretion of the district reviewing the application as long as it is consistent with federal eligibility.

**Table B: TA Set-Aside Eligible Project Categories**

TA Set-Aside Eligible Project Categories	
1.	Construction, planning and design of on and off-road facilities for bicyclists, pedestrians, and other forms of nonmotorized transportation (pedestrian and bicycle facilities)
2.	Construction, planning and design of infrastructure-related projects/systems to provide safe routes for non-drivers including children, older adults, individuals with disabilities (safe routes for non-drivers)
3.	Conversion and use of abandoned railroad corridors for non-motorized use
4.	Construction of turnouts, overlooks, and viewing areas
5.	Inventory, control or removal of outdoor advertising
6.	Historic preservation and rehabilitation of historic transportation facilities
7.	Vegetation management practices in transportation rights of way
8.	Archaeological activities related to impacts from transportation projects
9.	Environmental mitigation activities
10.	Safe Routes to School: Safe Routes to School projects are eligible under TA Set-Aside. For additional information on eligible activities, see <a href="https://www.fhwa.dot.gov/environment/transportation_alternatives/guidance/guidance_2016.cfm#EligibleProjects">https://www.fhwa.dot.gov/environment/transportation_alternatives/guidance/guidance_2016.cfm#EligibleProjects</a> . Note: FDOT also has a state Safe Routes to School Program. For more information on that program visit <a href="https://www.fdot.gov/safety/2A-Programs/Safe-Routes.shtml">https://www.fdot.gov/safety/2A-Programs/Safe-Routes.shtml</a>

*Note: Utility work is not eligible for funding unless it's incidental to a project and in-kind replacement, such as relocating a manhole when creating a bike lane.*

## Project Eligibility Determinations

Project sponsors should propose projects that clearly fit into the eligible categories defined in this document. It is the responsibility of the project sponsor to explain in their application how the project aligns with the guidelines for eligible project activities. FDOT districts will make the final determination on project eligibility and will disallow any project that is not clearly eligible.

<sup>5</sup> [https://www.fhwa.dot.gov/environment/transportation\\_alternatives/guidance/guidance\\_2016.cfm](https://www.fhwa.dot.gov/environment/transportation_alternatives/guidance/guidance_2016.cfm)

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

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

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

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

October 26, 2020

Hon. Annie Mae Murphy  
Clerk of Court  
Post Office Box 620  
Perry, Florida 32348

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

Re: Ordinance Amending Ordinance No. 2020-02 and Notice

Dear Lawanda:

Enclosed please find a proposed Ordinance which amends Ordinance No. 2020-02 and a Notice to go in the newspaper.

Please review this and if you have any questions, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

enclosures

Cc: Hon. Annie Mae Murphy

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF TAYLOR COUNTY, FLORIDA WHICH AMENDS ORDINANCE NO. 2020-02 TO EXEMPT THE STEINHATCHEE RIVER CHAMBER OF COMMERCE, NON-PROFIT GROUPS AND COUNTY SPONSORED EVENTS IN THE COUNTY; PROVIDING THAT SUCH GROUPS NOTIFY THE COUNTY OF THEIR SPONSOR AT LEAST THIRTY (30) DAYS PRIOR TO THE HOLDING OF THE EVENT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners have been requested to exempt the Steinhatchee River Chamber of Commerce and other non-profit groups and county sponsored events from the requirements of Ordinance No. 2020-02, and

**WHEREAS**, the Board has determined that Ordinance No. 2020-02 should be amended.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA:**

**SECTION 1.** That the Steinhatchee River Chamber of Commerce and other non-profit groups and County sponsored events are exempt from the requirement of Ordinance No. 2020-02.

**SECTION 2.** Such groups listed in Section 1 shall notify the county of their sponsored event at least thirty (30) days prior to such event.

**SECTION 3. Savings Clause.** If any portion of this ordinance is determined to be illegal or unconstitutional by a court of competent jurisdiction it shall not affect the other sections, clauses or parts of this ordinance.

**SECTION 4. Effective Date.** This ordinance shall become effective upon filing with the Secretary of State of the State of Florida and notification that the Ordinance has been filed with that office.

**PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA**, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

BY: \_\_\_\_\_  
PAM FEAGLE, CHAIRPERSON

ATTEST: \_\_\_\_\_  
ANNIE MAE MURPHY, CLERK

NOTICE (PURSUANT TO FLORIDA  
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance to amend Ordinance No. 2020-02, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, on \_\_\_\_\_, 2020, at \_\_\_\_\_. The title of the proposed ordinance is:

**AN ORDINANCE OF TAYLOR COUNTY, FLORIDA WHICH  
AMENDS ORDINANCE NO. 2020-02 TO EXEMPT THE  
STEINHATCHEE RIVER CHAMBER OF COMMERCE, NON-  
PROFIT GROUPS AND COUNTY SPONSORED EVENTS IN  
THE COUNTY; PROVIDING THAT SUCH GROUPS NOTIFY  
THE COUNTY OF THEIR SPONSOR AT LEAST THIRTY (30)  
DAYS PRIOR TO THE HOLDING OF THE EVENT;  
PROVIDING A SAVINGS CLAUSE; PROVIDING FOR  
CONFLICT WITH OTHER ORDINANCES AND PROVIDING  
AN EFFECTIVE DATE.**

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public 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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER NEW LEASING AGREEMENT WITH LEASING 2.



OCTOBER 20, 2020

**Statement of Issue:** TO REFINANCE LEASE/PURCHASE FOR TWO DUMP TRUCKS AND TWO ROLL OFF TRUCKS.

**Recommended Action:** REFINANCE

**Fiscal Impact:** VARIES, DEPENDING ON OPTION CHOSEN BY THE BOARD

**Budgeted Expense:** PARTIALLY BUDGETED

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:** 838-3500 X 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THE BOARD ENTERED INTO A LEASE/PURCHASE AGREEMENT WITH LEASING 2 IN JULY OF 2020 AS PART OF AN ARRANGEMENT WITH CAPITAL TRUCK, INC. TO PROVIDE THE COUNTY WITH NEW ROLL OFF AND DUMP TRUCKS ON AN ANNUAL TERM. AS PART OF THE PROPOSAL, CAPITAL TRUCK WAS TO PURCHASE THE TRUCKS AT THE END OF 13 MONTH TERM OF OWNERSHIP. LEASING 2 PROVIDED THE FINANCING IN THE FORM OF A 5 YEAR LEASE/PURCHASE AGREEMENT, IN ORDER TO OBTAIN THE LOWEST RATE.

THE COUNTY WAS NOTIFIED AT THE END OF THE FIRST YEAR TERM THAT CAPITAL TRUCK, INC. HAS FILED FOR BANKRUPTCY AND WOULD BE UNABLE TO PURCHASE THE TRUCKS BACK FROM THE COUNTY.

ACCORDING TO THE TERMS OF THE LEASING 2 AGREEMENTS THE NEXT PAYMENT IS DUE IN NOVEMBER. THE ANNUAL PAYMENT FOR TWO ROLL OFF TRUCKS IS \$90,456.02 AND HAS AN INTEREST RATE OF 3.60%. THE PAYMENT FOR THE DUMP TRUCKS IS \$77,451.93 WITH THE SAME INTEREST RATE.

UPON REVIEW OF THE LEASE/PURCHASE TERMS AND THE NEED OF THE COUNTY DEPARTMENTS FOR THESE VEHICLES, THE COUNTY ADMINISTRATOR HAS REQUESTED THAT LEASING 2 CONSIDER RESTRUCTURING THE LEASE/PURCHASE TERMS IN AN EFFORT TO LOWER THE PAYMENTS AT A LOWER INTEREST RATE. IF THE COUNTY ENTERS INTO A NEW LEASE/PURCHASE AGREEMENT IT WOULD INCLUDE ACCRUED INTEREST UP TO 11/15/2020.

LEASING 2 HAS PROPOSED THE FOLLOWING OPTIONS FOR CONSIDERATION:

1) CONTINUE PRESENT LEASE – 5 YEAR TERM WITH 4 PAYMENTS REMAINING  
DUMP TRUCKS-\$77,451.93  
ROLL OFF TRUCKS -\$90,456.02.

2) ENTER INTO NEW LEASE AGREEMENT (PAYMENT DUE DECEMBER 2020):  
DUMP TRUCKS- \$62,644.22 FOR 5 YEARS OR \$54,403.45 FOR 6 YEARS AT 2.75% INTEREST.  
ROLL OFF TRUCKS- \$53,532.23 FOR 5 YEARS OR \$46,490.40 FOR 6 YEARS AT 2.75% INTEREST.

3) PAY OFF VEHICLES ( AS OF 10/7/2020)  
DUMP TRUCKS- \$299,792.01  
ROLL OFF TRUCKS- \$350,799.24

**Options:**

- 1) CONTINUE PRESENT LEASE
- 2) ENTER INTO NEW AGREEMENT WITH LEASING 2
- 3) PAY OFF VEHICLES

**Attachments:**

EXISTING LEASE PAYMENT SCHEDULE  
LEASING FINANCING PROPOSAL  
ORIGINAL PROPOSAL FROM CAPITAL TRUCK, INC.

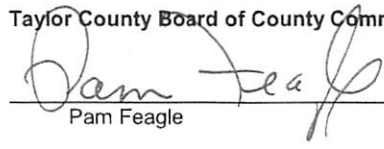
**EXHIBIT E**  
**PAYMENT SCHEDULE**

**LESSEE:** Taylor County Board of County Commissioners  
**LEASE AMOUNT:** \$310,000.00  
**COMMENCEMENT DATE:** 7/15/2019  
**INTEREST RATE:** 3.60%

PAYMENT					PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRICE*</u>
1	11/15/2019	\$30,000.00	\$3,813.00	\$26,187.00	\$292,522.17
2	11/15/2020	\$77,451.93	\$10,217.27	\$67,234.66	\$222,340.08
3	11/15/2021	\$77,451.93	\$7,796.82	\$69,655.11	\$150,227.98
4	11/15/2022	\$77,451.93	\$5,289.24	\$72,162.69	\$76,132.80
5	11/15/2023	\$77,451.93	\$2,691.39	\$74,760.54	\$0.00
Grand Totals		\$339,807.72	\$29,807.72	\$310,000.00	

LESSEE: Taylor County Board of County Commissioners

By:

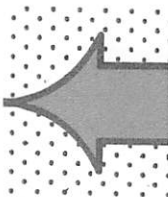
  
Pam Feagle

Title:

Chair - County Commission

Date:

\* After payment of Rental Payment due on such date.



**EXHIBIT E**  
**PAYMENT SCHEDULE**

LESSEE: Taylor County Board of County Commissioners  
LEASE AMOUNT: \$363,000.00  
COMMENCEMENT DATE: 7/15/2019  
INTEREST RATE: 3.60%

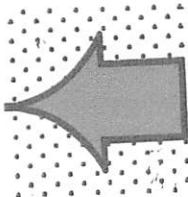
PAYMENT					PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRICE*</u>
1	11/15/2019	\$37,000.00	\$4,464.90	\$32,535.10	\$340,605.60
2	11/15/2020	\$90,183.12	\$11,896.73	\$78,286.39	\$258,887.30
3	11/15/2021	\$90,183.12	\$9,078.42	\$81,104.70	\$174,921.75
4	11/15/2022	\$90,183.12	\$6,158.65	\$84,024.47	\$88,647.14
5	11/15/2023	\$90,183.12	\$3,133.78	\$87,049.34	\$0.00
Grand Totals		\$397,732.48	\$34,732.48	\$363,000.00	

LESSEE: Taylor County Board of County Commissioners

By: Pam Feagle  
Pam Feagle

Title: Chair - County Commission

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



\* After payment of Rental Payment due on such date.



# LEASE FINANCING PROPOSAL



Lessee  
**Taylor County, FL**

Vendor  
**Refinance**

<b>Proposal Date:</b>	October 9, 2020	
<b>Equipment Description:</b>	2- Mack Roll Off Trucks	
<b>Commencement Date:</b>	November 5, 2020	
	<u><b>Option 1</b></u>	<u><b>Option 2</b></u>
<b>Equipment Cost:</b>	\$350,779.24	\$350,779.24
<b>Lessee Down Payment:</b>		
<b>Amount Financed:</b>	\$350,779.24	\$350,779.24
<b>Lease Term:</b>	6 Years	7 Years
<b>First Payment Date:</b>	12/5/2020	12/5/2020
<b>Payment Frequency:</b>	Annual	Annual
<b>Lease Rate:</b>	2.75%	2.75%
<b>Payment Amount:</b>	\$62,644.22	\$54,403.45
<b>Payment Factor:</b>	0.17859	0.15509

## Qualifications:

- Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please us so that we can determine if a new proposal is required. Other important elements of this proposal are:
  - Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.
  - Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.
  - Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment ten (10) years to the then current interest rates for the remaining term.
- Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.
- Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. A for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.
- Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.
- Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is valid and binding, obligation of Lessee.

**Financing by:** **Leasing 2, Inc.**  
**Contact:** **Rick Carney**  
**Phone:** 813-258-9888 x16  
**Email:** rcarnev@leasing2.com

**REQUEST TO PROCEED:**

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below completing the requested information. We will immediately email you our application. Thank you for your confidence and consider

Proposal date: October 9, 2020

Option Chosen: \_\_\_\_\_ (where applicable)

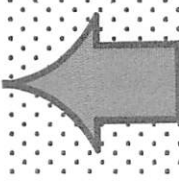
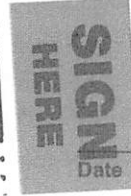
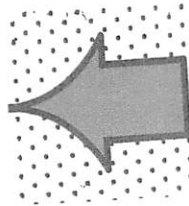
Upcoming Governing Body meeting date for lease approval: \_\_\_\_\_

**Taylor County, FL**

Name of Lessee

*Sam Feagly*

Authorized Signature



Printed Name Of Authorized Signature

Title

Contact Name (If Different Than  
Authorized Signature)

Contact Phone

Contact E-Mail Address

Last month of your budget year? \_\_\_\_\_

*Please complete the above information and fax or email all pages of the proposal to  
813-258-9333 / rcarney@leasing2.com*



**\*\* Important: A Resolution will be required with the lease contract \*\***  
**In the event that you require board action to sign this proposal,**  
**please call us so that we may forward the preferred form for the meeting**

# LEASE FINANCING PROPOSAL



Lessee  
**Taylor County, FL**

Vendor  
**Refinance**

<b>Proposal Date:</b>	October 8, 2020	
<b>Equipment Description:</b>	2- Mack Dump Trucks	
<b>Commencement Date:</b>	November 5, 2020	
	<u><b>Option 1</b></u>	<u><b>Option 2</b></u>
<b>Equipment Cost:</b>	\$299,792.01	\$299,792.01
<b>Lessee Down Payment:</b>		
<b>Amount Financed:</b>	\$299,792.01	\$299,792.01
<b>Lease Term:</b>	6 Years	7 Years
<b>First Payment Date:</b>	12/5/2020	12/5/2020
<b>Payment Frequency:</b>	Annual	Annual
<b>Lease Rate:</b>	2.75%	2.75%
<b>Payment Amount:</b>	\$53,532.23	\$46,490.40
<b>Payment Factor:</b>	0.17856	0.15508

## Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment ten (10) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is valid and binding, obligation of Lessee.

**Financing by:** Leasing 2, Inc.  
**Contact:** Rick Carney  
**Phone:** 813-258-9888 x16  
**Email:** rcarnev@leasing2.com

**REQUEST TO PROCEED:**

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: October 8, 2020

Option Chosen: \_\_\_\_\_ (where applicable)

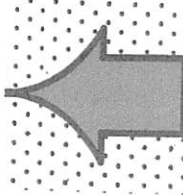
Upcoming Governing Body meeting date for lease approval: \_\_\_\_\_

Taylor County, FL

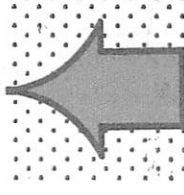
Name of Lessee

Dan Feagly

Authorized Signature



Date



Printed Name Of Authorized Signature

Title

Contact Name (If Different Than  
Authorized Signature)

Contact Phone

Contact E-Mail Address

Last month of your budget year? \_\_\_\_\_

*Please complete the above information and fax or email all pages of the proposal to  
813-258-9333 / rcarney@leasing2.com*



**\*\* Important: A Resolution will be required with the lease contract \*\***  
**In the event that you require board action to sign this proposal,**  
**please call us so that we may forward the preferred form for the meeting**



# CAPITAL TRUCK, INC.



4740 BLOUNTSTOWN HWY TALLAHASSEE, FLORIDA 32344

6/20/2019

To: Taylor County Public Works

Re: Proposal for 2020 Mack dump truck(s) and Rolloff truck(s).

Specs: 2020 Mack GR64B truck with Automatic Transmission, 20K Fronts, 44K rears, +400HP engine, 17-19 Yard OX body or G and H 60,000 lb hoist.

The contract will be for a 12 ½ to 13 month term of ownership with an initial cost of \$15,000 on dumps and \$18,000 on rollofs... at the end of 12 ½ to 13 months, the truck will be purchased by Capital Truck Inc and delivery of NEW 2018/19 of equal specifications will be provided at the same terms.

\*\*\* These options are based on Taylor County entering a 5 year lease (5 year lease provides lowest interest rate, you will only own the truck(s) for 13 months) with 'Leasing 2'. This lender has done several plans like this with us and structures the deal to meet your/our needs. You pay the \$15,000/\$18,000 price up front (basically interest charges and roughly 10% of the initial cost) and then, within the 13 months you use the truck, the first payment will be due at the end of the 13<sup>th</sup> month... you NEVER pay this payment. Capital Truck Inc purchases the truck BEFORE the payment is due and you then enter a NEW agreement on the NEW truck and basically start all over again. Your total cost for operating is covered for 12 months for the initial fees of \$15,000/\$18,000. During this time, your trucks are covered under FULL warranty and you are only asked to abide with trade terms (attached in letter).

\*\*\*At the end of the 12 ½ months, Taylor County has the following options:

1. Turn in the truck(s) and begin NEW agreement on NEW replacement trucks at no more cost than the current agreement.
2. Turn in the truck(s) and walk away with no obligations.
3. Continue leasing the current truck(s) and maintain payments with 'Leasing 2' by paying the annual payment.

\*\*\*Damaged/Wrecked Trucks and required trade terms:

1. Trucks cannot have more than \$500 damage to cab/body.
2. Must meet DOT certification standards at the time of trade/turn in.
3. Minimum of 75% brake life remaining. Tires will be transferred from new truck to trade in.
4. Maintain and provide accurate and timely maintenance records. (See owner's manual for recommended service intervals)
5. Any wrecked truck that requires more than \$25,000 in repairs is subject to a depreciation adjustment of \$10,000.

\*\*\*Upon entering this agreement, Capital Truck is hereby notifying Taylor County that the above stated options are at your discretion. We only ask for a 6 month notice IF you choose not to continue with the annual trade cycle.

Thank you,

Thornton Davis, Capital Truck Inc

