SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PERRY, FLORIDA

TUESDAY, OCTOBER 17, 2017 6:00 P.M.

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

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

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

- 1. Prayer (Guest Pastor)
- 2. Pledge of Allegiance
- 3. Approval of Agenda

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE REQUEST FOR PROPOSALS FOR STORM DEBRIS BURNING AND DISPOSAL IN CONNECTION WITH HURRICANE IRMA, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

CONSENT ITEMS:

5. THE BOARD TO CONSIDER APPROVAL OF STANDARD FORM OF AGREEMENT WITH SHINE AND COMPANY, INC. FOR THE STEINHATCHEE RIVER BRIDGE PROJECT, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.

- 6. THE BOARD TO CONSIDER APPROVAL OF REQUEST FROM JIM RAWLING, IMPACT TAYLOR, TO HOLD A GATHERING ON THE COURTHOUSE STEPS ON FRIDAY, OCTOBER 27, 2017, AS AGENDAED BY TED LAKEY, COUNTY ADMINISTRATOR.
- 7. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO FULLY FUND THE BIG BEND TRANSIT "IN TOWN" SHUTTLE DURING THE HOLIDAY SEASON, AS AGENDAED BY THE GRANTS DIRECTOR.
- 8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS SUBMITTED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
- 9. THE BOARD TO CONSIDER EXECUTION OF STATE AID TO LIBRARIES GRANT AGREEMENT, AS SUBMITTED BY THE COUNTY FINANCE DIRECTOR.

PUBLIC REQUESTS:

- 10. PADRAIC JUAREZ, INTERIM ADMINISTRATOR, TAYLOR COUNTY HEALTH DEPARTMENT, TO APPEAR TO REQUEST APPROVAL OF THE ANNUAL CORE CONTRACT BETWEEN THE FLORIDA DEPARTMENT OF HEALTH AND THE BOARD.
- 11. HUGH THOMAS, EXECUTIVE DIRECTOR, SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD), TO APPEAR TO PRESENT PAYMENT IN LIEU OF TAXES TO THE BOARD.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENT UNITS:

12. SHERIFF WAYNE PADGETT TO APPEAR TO PRESENT AN UPDATE REGARDING A SUBSTATION IN STEINHATCHEE.

COUNTY STAFF ITEMS:

13. THE BOARD TO CONSIDER APPROVAL OF LETTER OF SUPPORT TO THE UNIVERSITY OF FLORIDA-MARINE MAMMAL RESCUE GROUP, FOR THE CREATION AND INSTALLATION OF EIGHT MARINE MAMMAL SIGNS AT TAYLOR COUNTY PUBLIC BOAT RAMP SITES, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

- 14. THE BOARD TO CONSIDER APPROVAL OF LICENSE AGREEMENT WITH DUKE ENERGY FOR PUBLIC ACCESS TO THE NEW SUPERVISOR OF ELECTIONS OFFICE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 15. THE BOARD TO CONSIDER APPROVAL OF THE BID COMMITTEE RECOMMENDATION FOR CONSTRUCTION OF THE SHADY GROVE COMMUNITY CENTER, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 16. THE BOARD TO CONSIDER APPROVAL OF THE BID COMMITTEE RECOMMENDATION FOR THE DEMOLITION AND RECONSTRUCTION OF THE HOMES OF KIMBERLY SPARKS AND DALLAS MYERS, THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR.
- 17. THE BOARD TO CONSIDER STAFF RECOMMENDATIONS FOR THE UPDATE TO THE HOUSING INITIATIVE PARTNERSHIP LOCAL HOUSING ASSISTANCE PLAN, AS AGENDAED BY THE GRANTS DIRECTOR.
- 18. COUNTY ADMINISTRATOR INFORMATIONAL ITEMS:
- 19. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
- 20. BOARD INFORMATIONAL ITEMS:

Motion to adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, <u>IF APPLICABLE</u>, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE: www.taylorcountygov.com
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT LAWANDA PEMBERTON, 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.

5

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Standard Form of Agreement between the County and Shine and Company, Inc. in the amount of \$195,000 for the Stienhatchee River Bridge Project.

MEETING DATE REQUESTED:

October 17, 2017

Statement of Issue: The Board received bids at the May 1, 2017meeting and Shine

& Company was the low bidder in the amount of \$195,000. All funding required for the project has been received from the Frank Jackson family. AVCON, Inc. has provided all of the design and engineering and project oversite

services.

Recommended Action: Execute contract with Shine and Company, Inc. in the

amount of \$195,000.

Fiscal Impact: The project is 100% funded with a donation from the Frank Jackson

family. The design and engineering fees were also funded by the Jackson

family.

Budgeted Expense: Y/N

Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Frank Jackson has donated all of the funds required for

any expenditures associated with the Steinhatchee River Bridge lighting project. The Jackson family will continue to donate funds to the Steinhatchee Projects Board for the utility fees and ongoing maintenance of the lighting. The Jackson family has indicated if there is any vandalism to

the lighting they would also be willing to fund the

installation of a security system on the bridge. Copies of all documents have been provided to Tim Alexander, Dixie

County Manager.

ATTACHMENTS: Standard Form of Agreement and Letter from Steinhatchee Projects Board

RELEASE FOR CONSTRUCTION DOCUMENTS

for

STEINHATCHEE RIVER BRIDGE LIGHTING PROJECT

in

Taylor County, Florida



Prepared for:

Taylor County, Board of County Commissioners

Prepared by:



AVCON, INC. 320 Bayshore Dr, Suite A Niceville, Florida 32578 Phone: 850.678.0050

AVCON PROJECT #: 2016.148.01

September 2017

TABLE OF CONTENTS

CONTRACT

FRONT END DOCUMENTS
Notice to BiddersNTB-1 to 2
Instructions to Bidders ITB-1 to 8
BID DOCUMENTS
Bid FormBF-1 to 5
Bid ScheduleBS-1 to 5
Bid Affidavit BA-1
Bid BondBB-1 to 2
Bidder's Qualification
QuestionnaireBQQ-1 to 3
Form of Non-Collusion AffidavitNCA-1
Certification of Non-Segregated
FacilitiesNSF-1
Drug-Free Workplace Certification DFWC-1
Indemnification and Hold HarmlessIHH-1
Worker's Compensation AffidavitWCA-1
Buy American CertificateBAC-1
Sworn Statement on Public Entity
CrimesSSPEC-1 to 3
Insurance ComplianceIC-1
Insurance Requirements INS-1 to 3
Certificate as to Corporate Principal CCP-1
E-verify CertificationEVCC-1

CONTRACT DOCUMENTS
Standard Form of Agreement A-1 to 6
Performance BondPFB-1 to 2
Payment BondPYB-1 to 2
Certificate of Owner's AttorneyCOA-1
GENERAL CONDITIONSGC-1 to 53
TECHNICAL SPECIFICATIONS
051200 SF Structural Steel Framing 051200-1
260519 SF Low-Voltage Electrical 260519-1
260526 SF Grounding and Bonding260526-1
260529 SF Hangers and Supports260529-1
260553 SF Identification for Electrical 260553-1
260923 SF Lighting Control Devices 260923-1
262416 SF Panelboards
262726 SF Wiring Devices
265613 SF Lighting, Poles and Standards. 265613-1
265619 SF LED Exterior Lighting

STANDARD FORM OF AGREEMENT

THIS AC	GREEMENT is dated a	as of the	_ day of	in the year 20_17
				nafter called Owner) and
Shine and	d Company, Inc.	_(hereinafter called	l Contractor). Owne	r and Contractor, in consideration
of the mutual	l 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:

STEINHATCHEE RIVER BRIDGE LIGHTING PROJECT

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.

850-678-0040 fax

Article 3. CONTRACT TIMES.

- 3.1 The work shall be substantially complete within 120 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 140 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 \$\frac{195,000.00}{\text{dollars (\frac{500.00}{\text{}}) per calendar day.}}}, will be \frac{\text{Five-}}{\text{Eve-}}

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 \$195,000.00 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).

 - 5.1.3 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), Division 1 Specifications, General Provisions (pages GP-1 to GP-56, inclusive), and Special Provisions of the project manual 7.5 Specifications package as listed in the table of contents thereof 7.6 Drawings consisting of a cover sheet and sheets numbered E1 through S3, inclusive, with each sheet bearing the following general title: STEINHATCHEE RIVER BRIDGE LIGHTING PROJECT 7.7 Addenda numbers ____1 to 2 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 not 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. MISCELLANEOUS. Article 8. 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
 - 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,

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.

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.

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 September 29, 20 17 (which is the Effective Date of the Agreement). OWNER: CONTRACTOR TAYLOR COUNTY BOARD OF Shine and Company Inc.
If Contractor is a corporation, attach evidence of authority to sign. COUNTY COMMISSIONERS Signed:____ Printed Name: Matthew Shine Printed Name: ____ Title: Vice President [CORPORATE SEAL] [CORPORATE SEAL] ATTEST ATTEST Signed: Printed Name: Printed Name: Address for giving notices: Address for giving notices: Shine and Company, Inc Melody Cox, Grants Administrator Hatthew Shire **Taylor County** 25687 West WS Hwy 27 201 East Green Street

IN WITNESS WHEREOF, Owner, and Contractor have signed this Agreement in triplicate. One counterpart

High Springs, PL 32643

Perry, Foley 32347

BID FORM

PROJECT IDENTIFICATION:

STEINHATCHEE RIVER BRIDGE LIGHTING

THIS BID IS SUBMITTED TO:

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

- 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:

receipt or an imment is	nordey decine with	agoar (mot reaconar by reaconarin remiser and pace)
Addendum No.:	1	Date: 4-19-17
Addendum No.:	2	Date: 4-26-17
Addendum No.:		Date:
Addendum No.:	•	Date:

(a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is bereby acknowledged: (I ist Addenda by Addendary Number and 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, 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 indicted 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 STEINHATCHEE RIVER BRIDGE LIGHTING project will be substantially complete 120 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 STEINHATCHEE RIVER BRIDGE LIGHTING project will be completed and ready for final payment in accordance with paragraph 14.13 of the general conditions within 140 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.	sub	following documents are attached to and made a condition of this Bid and shall be completed and mitted as part of a responsive bid proposal. Bid proposals that do not include the following uments 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-1).
	(c)	Bid Affidavit (BA-I)
	(d)	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.
	(e)	Required Bidder's Qualification Questionnaire with supporting data. (BQQ-1 to BQQ-3)
	(f)	Form of Noncollusion Affidavit (NCA-I)
	(g)	Certification of Non-Segregated Facilities (NSF-1)
	(h)	Drug-Free Workplace Certification (DFWC-1)
	(i)	Indemnification and Hold Harmless (IHH-1)
	(j)	Worker's Compensation Affidavit (WCA-I)
ļ	(j)	Buy American Certificate (BAC-1)
I	(k)	Sworn Statement under Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes (SSPEC-1 to SPPEC-3)
((1)	Insurance Compliance (IC-I)
((m)	Certificate as to Corporate Principal (CCP-1)
((n)	E-verify Certification (EVCC-1)
8. C	omn	nunications concerning this Bid shall be addressed to the address of Bidder indicated below.
Ma	atthe	w Shine - mathew.shine@shinecompanyinc.com
25	687	W. US Hwy 27 High Springs, FL 32643
38	6-45	1-2034
		s used in this Bid which are defined in the General Conditions or Instructions to Bidders will have ings indicated in the General Conditions or Instructions.
SUB	MIT	TED a sharil 255 ,2017

State Contractor License No. <u>FC 0@119</u>	
If Bidder is:	
An Individual	
By(Individual's Name)	(SEAL)
(Individual's Name) doing business as	
Business address	
Phone No.:	
A Partnership	
	(SEAL)
(Firm Name)	
(General Partner) Business address:	
Dustrios address.	
Phone No.:	
A Corporation	·
By Shine and Company, fic	(SEAL)
(Corporation Name)	
(State of Incorporation) By Gay LShine	(SEAL)
(Name of person authorized to sign)	
President (Title)	
(Corporate Seal)	
(congointe can)	
Attest Gary Jason Stine	
(Secretary) Business address: 25687 W. US Hwy 27	
High Springs, FL 32643	

int Venture		
Ву		(SEAL)
	(Name)	•
	(Address)	
ъу	(Name)	(SEAL)
	(Address)	
hone Number and Addre	ss for receipt of official communications	
7.50		

BID SCHEDULE

BIDDER: Shine and Company, Inc.	DATE:	4-28-17
PROJECT DESCRIPTION:	STEINHATCHEE RIVER	BRIDGE LIGHTING
	BID SCHEDULE	
For all work required to perform specifications, and other contract doc permits, taxes, bonds and insurance,	uments, including all costs rel	lated to the work, and any required
TOTAL LUMP SUM BID AMOUNT(in	words):	
one hundred monety five th		lars andcents
		(\$_195,000.00) (amount in numbers)
		(amount in numbers)
Note: The successful bidder shall provide completion during each pay application		s to be used to evaluate percentage of
The Bidder represents that it has exam conditions pertaining to the place whe specifications for the work and other Confurnished prior to the opening of the Biditself regarding the nature, extent, scope	ere the work is to be done; to ontract Documents relative the is, as acknowledged below; and	that it has examined the plans and reto and has read all of the Addenda d that it has otherwise fully informed
If provided with a Notice of Intent to Avito the Owner all of the documents required and the Per Documents, furnish the required evidence license, materials, equipment, machiner necessary to complete the Work.	nired by the Contract Documer rformance and Payment Bonds see of the specified insurance cov	nts, including but not limited to, the in the form contained in the Contract verages, furnish all necessary permits,
	Dated and signed ti	23 day of figure 2017.
	Shine a	Name of Bidder Authorized Signature
	Preside	entTitle

	Mailing Address
25887 W. US Hw	v 27 High Springs, Pt. 32843
	City, State, Zip
69-206 6 828	
	(Federal ID No. or SS No.

BID AFFIDAVIT

The following affidavi	t must be executed	in order that your quotation may be considered.
STATE OF	Florida	
COUNTY OF	Alachua	
authority so to do, and implied, with any Cont bid or any bids, the li Contractors, to other p profits thereof, and the	mpanying Bid on be said Contractor has tractor or Contractor miting of the bid or persons of any part at he has not and w	l age, being first duly sworn, upon his oath deposes and says: That behalf of the Contractor therein named, and that he had lawful not directly or indirectly, entered into any agreement, expressed or is, having to its object the controlling of the price or amount of such r Contractors, the parceling or farming out to any Contractor or of the contract or any of the subject matter of the bids, or of the fill not divulge the sealed bid to any person whomsoever, except had interest with him in said bid or bids, until after the sealed bid or
		(ON). 7
		Signature]
		<u> </u>
		[date]
STATE OFE b c.i	la	COUNTY OF
PERSONALLY APP	'EARED BEFORE	E ME, the undersigned authority,
[name of indi	vidual signing]	
who, after first being s	worn by me, affixed	d his/her signature in the space provided above on this 23^{th} day of
Subscribed and sworn	to before me this _	2017.
My Commission Expi	res:	KONSON SON
Motery Public	NA SHINE State of Florida of Ff 988749 pleas Jun 30, 2020	Notary Public

BID BOND

BIDDER (Name and Address):	
Shine and Company, Inc.	
25687 West US Highway 27	
High Springs, FL 32643	
SURETY (Name and Address of Principal Place of	Business):
Hudson Insurance Company	
100 William Street, 5th Floor	
New York, NY 10038	
OWNER (Name and Address):	
Taylor County Board of County Commission	<u>gers</u>
201 East Green Street	
Perry, Florida 32347	
BID:	
BID DUE DATE: 04/28/2017 PROJECT (Brief Description Including Location Steinhatchee River Bridge Lighting Project, Taylor): or County, FL
BOND:	
BOND NUMBER:B בו	
DATE: (Not later than Bid Due Date): 1.42.8	207
PENAL SUM: Five Percent of the Amount Bid	(5%)
	•
IN WITNESS WHEREOF, Surety and Bidder, int printed on the reverse side hereof, do each cause th authorized officer, agent, or representative.	tending to be legally bound hereby, subject to the terms is Bid bond to be duly executed on its behalf by its
BIDDER	SURETY
Shine and Company, Inc. (Seal)	Hudson Insurance Company (Seal)
Bidder's Name and Corporate Sea	Surety's Name and Corporate Seal
By C.h. Dun 125	В у :
Signature and Title	Kevin R. Signature and Title Attorney-in-Fact and FL.
111053	Wojtowicz, Allach Power of Attorney) Licensed Resident
Attest: With Use nes	Attest; Agent
Signature and Title	Signature and Title Trenton Saunders, Witness to Surety
Note: (1) Above addresses are to be used for givin	

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

EJCDC 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. OWNE Raccepts 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 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. 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 form 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.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10938, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin R. Woltowicz

of the State of FL

its true and lawful Attornoy(s)-in-fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations retains to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for my portion of the penal sum thereof in excess of the sum of

Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00)

Such bands and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Socretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be at its Executive Vice President thereumo duly authorized, on this 31st day of October 20 13 at New York, New York.

18 a stala Lil Dina Dan Corporate Secretary

22

STATE OF NEW YORK

COUNTY OF NEW YORK.

ITUDSON INSURANCE COMPANY

Christopher F. Suarez Executive Vice President

On the 31st day of October . 2013 before me personally same Christopher T. Suercz to me known, who being by me daily swem did kepose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the composition described herein and which executed the above instrument, that he knows the seal of said Components. That the seal affixed to said instrument is such compare seal, that it was so affixed by order of the Board of Directorsof said Corporation, and that he signed his name thereto by like order.

(Natorial Seal)

AN H HEROM enarjeostess

ANR M. MUKEHY Notary Public, State of New York No. 01MU6000553 Qualified in Nasmy County

Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Duskahakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27°, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Fresidents, the Sentor Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys in-fact, for the purpose of carrying on this Company's surely business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surely thereon or otherwise, indemnity contracts, contracts and conflictness, and one of other contracts and undertakings made in the course of this Company's surery business, and renewals, extensions, egicements, waivers, consents or stipulations regarding undertaking 4 so made, and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affected by facestrille to any power of mining or certification given for the execution of any bond, andertaking, recognizance, contract of indemnity or other written obligation in the nature thereaf or related thereto, such signature and sed when so used whether homeofere or hereafter, being hardly adopted by the Company or the original signature of such officer and the original sent of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by sold Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in Cosen.

Witness the hand of the undersigned and the seal of said Corporation this 28th

day of April

Fain-Could 1082010(v1)

1818

BIDDER'S QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

How many years has your firm been in bu	isiness as a Contr	actor?
38 years		
List up to three (3) projects of this nature the	hat you have com	pleted in the last three (3) years
the name, address and telephone number of original contract bid price and the comple		
See Attached	ica cosi di cacii	project fisted
List projects presently under construction	by your firm th	e dollar volume of the contra
percentage completion of the contract.	\$195 000 00	10%
Lake City Armory Parking Renovations	\$195,000,00 \$340 000 00	10% 25%
	\$340,000.00	10% 25% 10%
Lake City Armory Parking Renovations Ichetucknee Springs State Park		25%
Lake City Armory Parking Renovations Ichetucknee Springs State Park Irish Acres Water Treatment	\$340,000.00 \$195,400.00	25% 10%
Lake City Armory Parking Renovations Ichetucknee Springs State Park Irish Acres Water Treatment FPL Data Center	\$340,000.00 \$195,400.00 \$122,725.00	25% 10% 90%
Lake City Armory Parking Renovations Ichetucknee Springs State Park Irish Acres Water Treatment FPL Data Center Alachua Operations Center	\$340,000.00 \$195,400.00 \$122,725.00 \$307,800.00 \$46,750.00	25% 10% 80% 40% 80%
Lake City Armory Parking Renovations Ichetucknee Springs State Park Irish Acres Water Treatment FPL Data Center Alachua Operations Center Oak Park Security Cameras	\$340,000.00 \$195,400.00 \$122,725.00 \$307,800.00 \$46,750.00	25% 10% 80% 40% 80%
Lake City Armory Parking Renovations Ichetucknee Springs State Park Irish Acres Water Treatment FPL Data Center Alachua Operations Center Oak Park Security Cameras Have you ever failed to complete work av	\$340,000.00 \$195,400.00 \$122,725.00 \$307,800.00 \$46,750.00	25% 10% 80% 40% 80%
Lake City Armory Parking Renovations Ichetucknee Springs State Park Irish Acres Water Treatment FPL Data Center Alachua Operations Center Oak Park Security Cameras Have you ever failed to complete work av	\$340,000.00 \$195,400.00 \$122,725.00 \$307,800.00 \$46,750.00	25% 10% 80% 40% 80%
Lake City Armory Parking Renovations Ichetucknee Springs State Park Irish Acres Water Treatment FPL Data Center Alachua Operations Center Oak Park Security Cameras Have you ever failed to complete work av	\$340,000.00 \$195,400.00 \$122,725.00 \$307,800.00 \$46,750.00	25% 10% 80% 40% 80%

JOB NAME:

NORTH FLORIDA CATARACT SPECIALISTS - ELECTRICAL

"INTRACTOR: DM CONSTRUCTORS, LLC

ADDRESS:

337 INTERSTATE BLVD.

SARASOTA, FL 34240

PHONE NO .:

941-228-3864

ORIGINAL

CONTRACT:

\$257,000.00

COMPLETED

CONTRACT:

\$258,296.00

COMPLETION: MARCH 2017

JOB NAME:

UF ELEVATOR MODERANIZATION

CONTRACTOR: THE BRENTWOOD COMPANY

P.O. BOX 369

ARCHER, FL 32618

ONE:

352-495-3851

URIGINAL

CONTRACT:

\$144,450.00

COMPLETED

CONTRACT:

\$158,714.00

COMPLETION: APRIL 2017

JOB NAME:

COLUMBIA CITY ELEMENTARY

CONTRACTOR: SHINE AND COMPANY, INC.

ADDRESS:

25687 W. US HWY 27

HIGH SPRINGS, FL 32643

ARCHITECT:

KAIL PATNERS

ADDRESS:

P.O. BOX 359055

GAINESVILLE, FL 32635-9055

)NE:

352-871-4935

CONTRACT:

\$298,361.00

COMPLETION: AUGUST 2016

5.	Do you plan to sublet any part of this work	k? If so, give details.		
	No			
6.	What equipment do you own that is availa	able for this work?		
	Trackhoe			
7.	What equipment do you plan to rent or pu	rchase for this work?		
	Daldas basan HA		•	
	Bridge boom lift Forklift			
) Oracle			
	•			
8.	Have you ever performed work under t	the direction of a Professional	Engineer or Registered	
Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telepi			rm, its address, telephone	
	number and the name of the project. (List		montan	
	Kail Partners P.O. Box 359055 Gainesville, FL 352-871-4935 Columbia City Elementary McGinnis & Fleming Engineering, Inc. 1401 Miccosukee Rd Tallahassee, FL 850-681-6424 Clifford C. Sims			
	Moses & Associates 2209 NW 40th Terr., Suite A Gainesville, FL 352-372-1911 City of Gainesville Traffic Management			
	mode a recognition along the recognition of	,		
9.	Give the name, address and telephone num	nber of an individual who repres	ents each of the following	
	and whom the Owner may contact to inves major material supplier.	tigate your financial responsion	nty: a surety, a bank, and a	
	Nielson, Wojtowicz, Neu & Associates	Ameris Bank	Graybar Electric	
	1000 Central Avenue, Suite 200	325 N. Main Street	1015 S. Main St.	
	St. Petersburg, FL 33705	High Springs, FL 386-454-1785	Gainesville, FL 32601 352-338-9200	
	Office Phone: 727-258-0800	Lynn Wright	Chad Reddish	

10.	Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by Owner) to the Owner within twenty-four (24) hours of the opening of the Bids.
11.	State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.
	Shine and Company, Inc.
	Correct Name of Bidder Shine and Company Inc.
	(a) The business is a <u>Cornarim</u>
	(b) The address of principal place of business is:
	25687 W. US Hwy 27
	High Springs, FL 32643
(c)	The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
	Gary L. Shine
	Gary J. Shine
	Matthew Shine

FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF Florida	
COUNTY OF Alsthua	
Gary L. Shine	being first duly sworn,
deposes and says that he/she is!	President
(sole owner, a partner, president, s	ecretary, etc.) of Shine and Company Inc
	foregoing Proposal or Bid that such Bid is genuine and not collusive or
	dluded, conspired, connived, or agreed, directly or indirectly, with any
	Bid, or that such other person shall refrain from bidding, and has not in any
	ht by agreement or collusion, or communication or conference, with any
	nt or any other Bidder, or to fix any overhead, profit or cost element of said
•	idder, or to secure any advantage against Owner any person interested in
• •	statements in said Proposal or Bid are true; and further, that such Bidder
has not, directly or indirectly sub	mitted this Bid, or the contents thereof, or divulged information or date
relative thereto to any association	or to any member or agent thereof.
ر ،۶	Dillie
Shiean	dCompany.inc. (Bidder)
Sworn	to an subscribed before me this <u>295</u> day of
<u> </u>	<u>pcil</u> , 2017.
Notary	Public in and for
<u>Ala</u>	County,
My Co	ommission Expires:
Jug	MRISTINA SHINE Notary Public - State of Florida Commission # FF 986749 My Comm. Expires Jun 30, 2020

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Must be completed and submitted with the Bid)

The Bidder certifies that it does not maintain or provide for its employee any segregated facilities at any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certification from proposed subcontractors for the specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files.

Shine and Company, Inc. (Name of Bidder)	
,	
By: Gary L. Shine G. R. Muy	
Title: President	_
Dated: 4-29-17	_

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
- 4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:	4.28-17	~ 0 N .
COMPANY:	Shine and Company, Inc.	SIGNATURE: G. H. DUM.U
ADDRESS:	25687 W. US Hwy 27	NAME: Gary L. Shine (Typed or Printed)
	High Springs, FL 32643	(cyp-2 or remote)
		TITLE: President
PHONE#:	386-454-2034	

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless Taylor County (OWNER), its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Shine and Company, Inc.	6-X. 1\m
Bidder's Company Name	Authorized Signature - Manual
25687 W. US Hwy 27 High Springs, FL 32643	Gary L. Shine
Physical Address	Authorized Name - Typed
Same as above	President
Mailing Address	Title
386-454-2034	386-454-8570
Phone Number	FAX Number
352-514-4306	352-514-4306
Cellular Number	After-Hours Number(s)
4.28.17	
Date	

WORKER'S COMPENSATION AFFIDAVIT

State ofFlorida
County of A Lastina
SS: Gary L. Shine G. H. Dull
of Shine and Company, Inc.
being duly sworn, deposes and says that he now carries or that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.
Signed:
Subscribed and sworn to before me this 28th day of 2011, 2017
Notary Public Kristina Shine Notary Public - State of Florida

BUY AMERICAN CERTIFICATE

Except for those items listed by the Bidder below or on a separate and clearly identified attachment to the Bid, the Bidder hereby certifies that steel and each manufactured product, is produced in the United States at that components of unknown origin are considered to have been produced or manufactured outside the United States.		
PRODUCT	COUNTRY OF ORIGIN	
	•	
	Y-100-100	
	Shine and Company, Inc. (Name of Bidder)	
	By: GaryL Stie C. School	
	Title: President	
	Dated: 4 28-17	

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

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

1.	This sworn statement is submitted to Taylor County Board of County Commissioners	
••	[print name of public entity]	
	by Gary L. Shine President [print individuals name and title]	
	for Shine and Company, Inc. [print name of entity submitting sworn statement]	
	whose business isShine and Company, Incand (if approximately Educated Employer Identification Number (FEIN) is 59-2066828(If the entity include the Social Security Number of the individual signing this sworn statement:	
2.	I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Flor means a violation of any state or federal law by a person with respect to and directly representation of business with any public entity or with an agency or political subdivision state or of the United States, including, but not limited to, any bid or contract for goods to be provided to any public entity or an agency or political subdivision of any other st United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, comaterial misrepresentation.	elated to the of any other or services to ate or of the
3.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) Statutes, means a finding of guilt or a conviction of a public entity crime, with or adjudication of guilt, in any federal or state trial court of record relating to charges indictment or information after July I, 1989, as a result of a jury verdict, non-jury trial, plea of guilty or nolo contendere.	without an brought by
4.	I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statute	s, 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 managentity and who has been convicted of a public entity crime. The term "affiliat those officers, directors, executives, partners, shareholders, employees, members who are active in the management of an affiliate. The ownership by one personstituting a controlling interest in another person, or a pooling of equipment among persons when not for fair market value under an arm's length agreement prima facie case that one person controls another person. A person who know into a joint venture with a person who has been convicted of a public entity criming the preceding 36 months shall be considered an affiliate.	aten includes ins and agents ison of shares int or income int, shall be a vingly enters
5.	I understand that a "person" as defined in Paragraph 287.133 (1) (e) Florida Statutes natural person or entity organized under the laws of any state or of the United States we power to enter into a binding contract and which bids or applies to bid on contracts for the state of	vith the legal

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, and employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true and in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO ON ANY CHANGE IN THE INFORMATION CONTAINED IN

THIS FORM.	G-G. DLAAA [signature]
	[date]
STATE OF Forda	COUNTY OF Alachua
PERSONALLY APPEARED	BEFORE ME, the undersigned authority,
[name of Inclividual sign	ing]
who, after first being sworn by m	ne, affixed his/her signature in the space provided above on this <u>25</u> day of
Subscribed and sworn to before	me this
My Commission Expires:	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.

coverage.	
	·
CONTRACTOR	
I certify that the insurance requirements have be	en reviewed.
Company Name Shine and Company, Inc.	•
Address 25687 W. US Hwy 27	· ·
High Springs, FL 32843	
Representative	•
Name Gary L Shine	
Title President	
Phone Number 386-454-2034	,
	,
	•
INSURANCE COMPANY	
I certify that the insurance requirements have be	n reviewed with the above contractor.
Company Name WING #	Torida The.
Address 4880 W. New	berry ted.
Jaines ville	-L 30607
Representative	
Name VINDROBE	Bright
Title Sign Darvie	a Operialist
Phone Number 818 323 952	L'Operialist
	<u>;</u>

INSURANCE REQUIREMENTS

- The contractor will secure and maintain in a company or companies licensed to do business in the 1. State of Florida the following minimum item of Insurance. The company or companies will have a "Best" rating of at least:
 - A/Class I for contracts \$250,000 or less (a)
 - A/Class II for contracts to \$250,000 to \$500,000 **(b)**
 - A/Class III for contracts to \$500,000 to\$750,000 (c)
 - A/Class IV for contracts to \$750,000 to \$1,000,000 (d)
 - A/Class V for contracts to \$1,000,000 to \$1,500,000 (e)
 - A/Class VI for contracts to \$1,500,000 to \$2,500,000 **(f)**
 - A/Class VII for contracts to \$2,500,000 to \$3,750,000 (g)
 - A/Class VIII for contracts to \$3,750,000 to \$5,000,000 (h)
 - A/Class IX for contracts to \$5,000,000 to \$7,500,000 (i)

 - A/Class X for contracts to \$7,500,000 to 12,500,000 (i)
 - A/Class XI for contracts \$12,500,000 to \$25,000,000 (k)
- Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis 2. including:
 - (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):

- (1) 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.

Strate and Company, Inc.

CERTIFICATE AS TO CORPORATE PRINCIPAL.

	The state of the s
	I, Lany Jason Shine, certify that I am the Secretary of the Corporation named as Principal in the
	within bond; that Gound Some who signed the bond on behalf of the Principal, was then
	Scendent of said Corporation; that I know his/her signature, and his/her signature hereto is
	genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by
	authority of its governing body.
	Secretary (Corporate Seal)
Hudson	Insurance Company
	STATE OF FLORIDA COUNTY OF
	Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared
	KevhR W offer &z to me well known, who being my first duly sworn upon oath, says that he/she is
	the Attorney-in-Fact, for the Hudson Insurance Company and that he has been authorized by Hudson Insurance Company
, ,	to execute the foregoing bond on behalf of the Contractor named therein in favor of the Taylor County Board
	of County Commissioners.
	of County Commissioners.
	Subscribed and sworn to before me this 24th day of Apt , 2017, A.D.
	[Attach Power of Attorney to Original Bid Bond and Einancial Statement from Surety Company] Susan J. Dent
	Notary Public Susan Jane Dent State of Florida-at-Large
	COMMISSIONE GG21876

EXPIRES August 16, 2020 BONDED THROUGH RU INSURANCE COMPANY

My commission Expires:

August 16, 2020

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Calhoun County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the OWNER upon request.

As the person authorized to sign this statement, I cerwith the above requirements.	
DATE: 4-28-17	SIGNATURE: G. H. Mull
COMPANY: Shine and Company, Inc.	NAME: Gary L. Shine (Typed or Printed)
ADDRESS: 25687 W. US Hwy 27	TITLE: President
High Springs, FL 32643	
E-MAIL: Mathew.shine@shinacompanyinc.com	
PHONE NO.: 386-454-2034	

FRONT END DOCUMENTS



RELEASE FOR CONSTRUCTION DOCUMENTS
STEINHATCHEE RIVER BRIDGE LIGHTING
TAYLOR COUNTY, FLORIDA

NOTICE TO BIDDERS

STEINHATCHEE RIVER BRIDGE LIGHTING PROJECT in TAYLOR COUNTY, FLORIDA

Notice is hereby given that Taylor County will receive sealed bids at the Taylor County Board of County Commissioners, Attn: Clerk's Office, 108 East Jefferson Street, Perry, Florida 32347 (850-838-3506) until 4pm local time on Friday.April 28, 2017, for the Steinhatchee River Bridge Lighting project in Taylor County, Florida. Bids must be submitted in a sealed enveloped clearly marked "BID ENCLOSED: STEINHATCHEE RIVER BRIDGE LIGHTING PROJECT, TAYLOR COUNTY, FLORIDA." Bids will be opened at the Taylor County Board of Commissioners meeting to be held at the Taylor County Administration Complex, 201 East Green Street, Perry, Florida on Monday, May 1, 2017 at 6:05 pm. Bids will be publicly opened and read aloud.

The project consists of providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following:

Installation of 11 street lights and associated conduit, cable, and controls on the Steinhatchee River Bridge in Taylor County, Florida.

The contract time for substantial completion of the work included shall be <u>120</u> calendar days from the date of the "Notice to Proceed (NTP)." The final project completion shall be <u>140</u> calendar days from the date of the "Notice to Proceed (NTP)".

Beginning on <u>Wednesday</u>, <u>March 22, 2017</u>, digital copies of the above documents may be obtained from the offices of AVCON, INC., 320 Bayshore Drive, Suite A, Niceville, Florida, 32578, (850) 678-0050, upon payment of a non-refundable fee of thirty dollars (\$30.00) payable to AVCON, INC. for each set of project documents obtained. A hard copy of the above documents may be provided at an additional charge.

Bid security in the amount of at least five percent (5%) of the total quote must be submitted with the quote. The quote security may be either a certified check or a proposal guaranty bond executed by a surety company authorized to do business in the State of Florida. Quote security shall be made payable to Taylor County. The successful contractor must be able to furnish proof of required insurance, a 100% Performance Bond, and a 100% Labor and Materials Payment Bond, and shall begin execution of this contract within five (5) calendar days following the date of the Notice to Proceed.

A non-mandatory Pre-Bid Conference will be conducted at the Steinatchee Community Center at 1013 S. Riverside Drive, Steinhatchee, Florida 32359 on Tuesday, April 4, 2017 at 11:00 a.m. local time (EDT). Questions relating to the Project Documents will be answered at that time. Attendance by prospective prime contractors is strongly recommended.

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

OWNER'S CONTACT:

Melody Cox County Grants Administrator Taylor County Board of County Commissioners 201 East Green Street

Perry, Florida 32347 Tel: 850-838-3553 Fax: 850-838-3563

ENGINEER'S CONTACT:

John Collins, P.E.
Project Manager
AVCON, INC.
320 Bayshore Drive, Suite "A"
Niceville, Florida 32578

Tel: 850-678-0050 Fax: 850-678-0040

All bids should be addressed as follows:

BID ENCLOSED: STEINHATCHEE RIVER BRIDGE LIGHTING PROJECT TAYLOR COUNTY, FLORIDA

Taylor County Board of County Commissioners Attention: Clerk's Office 108 East Jefferson Street Perry, Florida 32347

By: Taylor County Board of County Commissioners		
Name:	Date	
Title:		

INSTRUCTIONS TO BIDDERS

PROJECT IDENTIFICATION:

a) Project Title:

STEINHATCHEE RIVER BRIDGE LIGHTING

b) Owner:

TAYLOR COUNTY

c) Engineer:

AVCON, INC.

INDEX

<u>Item</u>	Para.	Page
Availability of Lands for Work	5	ITB-4
Award of Contract	17	ITB-7
Bid Form	11	ITB-6
Bid Security	7	ITB-4
Bids to Remain Subject to Acceptance	15	ITB-7
Contract Times	8	ITB-5
Copies of Bidding Documents	2	ITB-2
Defined Terms	1	ITB-2
Disqualification of Bidders	16	ITB-7
Examination of Contract Documents and Site	4	ITB-2
Interpretations and Addenda	6	ITB-4
Modification and Withdrawal of Bids	13	ITB-6
Opening of Bids	14	ITB-7
Prebid Conference	18	ITB-8
Qualification of Bidders	3	ITB-3
Sales and Use Taxes	19	ITB-8
Subcontractors, Suppliers, and Others	10	ITB-5
Submission of Bids	12	ITB-6
Substitute or "Or-Equal" Items	9	ITB-5

1. Defined Terms.

Terms used in the Instructions to Bidders that are defined in the Standard General Conditions of the Project Manual have the meanings assigned to them in the General Conditions.

Certain additional terms used in the Instruction to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1 <u>Bidder</u> one who submits a Bid directly to Owner as distinct from sub-bidder, who submits a bid to a Bidder.
- 1.2 <u>Issuing Office</u> the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3 <u>Successful Bidder</u> the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes and award.

2. Copies of Bidding Documents.

- 2.1 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Notice to Bidders may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

3.1 Contractor shall be licensed and shall have prior electrical construction experience within last five (5) years. This experience shall be required as a minimum qualification for this award.

Failure to provide current three (3) similar projects with references shall deem the contractor's proposal incomplete.

To demonstrate qualifications to perform the Work, each Bidder must submit within two (2) business days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Documents and Site.

- 4.1 It is the responsibility of each bidder before submitting a Bid:
- 4.1.1 To examine thoroughly these documents and other related data identified (including "technical data" referred to below);

- 4.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;
- 4.1.3 To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
- 4.1.4 To study and carefully correlate Bidder's knowledge and observations with these Bid Documents and such other related data; and
- 4.1.5 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between these Bid Documents and such other related documents.
- 4.2 Reference is made to the Supplementary Conditions for identification of:
- 4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of these Bid Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
- 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of these Bid Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.
 - Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Bid Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions and has been identified and established in Article 4 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.
- 4.3 Information and data shown or indicated in these Bid Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in these Bid Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.
- 4.5 Before submitting a Bid each Bidder will be responsible to obtain 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 or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contact Documents.

- On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 4.7 Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of appropriate documents (other than portions thereof related to price) for such work.
- The submission of a Bid will constitute and incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception of the Bid is premised upon performing and furnishing the Work required by these Bid Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by these Bid Documents, the Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in these Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.9 The provisions of 1-4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste, or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

5. Availability of Lands for Work, Etc.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the successful Contractor in performing the Work are identified in these Bid Documents. All additional land and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Successful Bidder. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in these Bid Documents.

6. Interpretations and Addenda.

- All questions about the meaning or intent of these Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, faxed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2 Addenda may also be issued to modify these Bidding Documents as deemed advisable by Owner or Engineer.

7. Bid Security.

7.1 Each bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid Price in the form of a certified or bank check or a Bid Bond on form attached, issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

7.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnishes the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of:

the seventh (7th) day after the Effective Date of the Agreement

or

the thirty-sixth (36th) day after the Bid opening,

whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

8. Contract Times.

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.12 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

9. Substitute and "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the Supplementary Conditions.

10. Subcontractors, Suppliers, and Others

10.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnished the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within 24 hours after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor Supplier, person, or organization if requested by Owner. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person, or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

11. Bid Form.

- 11.1 All blanks on the Bid Form must be completed by printing in ink or by typewriter.
- Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.4 All names must be typed or printed in ink below the signature.
- 11.5 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.6 The address and telephone number for communications regarding the Bid must be shown.
- 11.7 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

12. Submission of Bids.

- 12.1 Bidder shall submit the original plus seven (7) copies of their bid to the place indicated in the Advertisement of Notice to Bidder.
- Bids shall be submitted at the time and place indicated in the Advertisement of Notice to Bidder and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "STEINHATCHEE RIVER BRIDGE LIGHTING" on the face of it.
- 13. Modification and Withdrawal of Bids.

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its Bid and bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Bid Documents.

14. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for one hundred fifty (150) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. Disqualification of Bidders

Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.
- C. Evidence of collusion among bidders. Participants in such conclusion will receive no recognition as bidders for any future work of the County until such participant shall have been reinstated as a qualified bidder.
- D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement for bids.
- F. Default under previous contract.

17. Award of Contract.

17.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any

Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- 17.2 In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 17.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Bid Documents to Owner's satisfaction within the prescribed time.
- 17.5 The Owner in its absolute discretion may reject any bid of a bidder that has failed, in the opinion of the Owner, to complete or perform an Owner-contracted project in a timely fashion, and emphasizes this condition to potential bidders.
- 17.6 If a contract is to be awarded, it will be awarded to lowest responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

18. Pre-Bid Conference.

A **non-mandatory** Pre-Bid Conference will be conducted at the Steinhatchee Community Center at 1013 S. Riverside Drive, Steinhatchee, Florida 32359 on Tuesday, <u>April 4, 2017</u> at <u>11:00</u> a.m. local time (EDT). Participation is strongly encouraged. Engineer will transmit to all plan holders of record such Addenda as Engineer considers necessary in response to written questions received no later than seven (7) days prior to the Bid Opening date. Oral statements may not be relied upon and will not be binding or legally effective.

19. Sales and Use Taxes.

Work under this bid is subject to the provisions of Chapter 212, Florida Statutes, Tax on state, Use and Other Transactions. Other state, local, or federal taxes may be applicable. The bidder is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the total bid price by the bidder.



Steinhatchee Community Projects Board, Inc. PO Box 736 Steinhatchee, Fl 32359

August 18, 2017

Ms. Melody Cox Taylor County 201 East Green Street Perry, Fl 32347

RE: Steinhatchee Bridge Lighting Project

Dear Melody:

On August 17th a majority of The Steinhatchee Community Projects Board voted in favor of accepting responsibility for maintenance and power costs associated with lights being installed on the Steinhatchee bridge.

I will instruct our Treasurer, Pam Wessels, to issue a check in the amount of \$128,000 to Taylor County so that you can move forward.

We are very excited to see this project finally get under way. Don't hesitate to contact me if you have any questions or need anything additional.

Sincerely,

Dewey Hatcher

Chairman

Melody Cox

From:

Liana Chapman < lianachapman@att.net>

Sent:

Friday, August 18, 2017 9:30 AM

To:

'SUSAN JONES'; 'BOB EMERY'; 'DAVID LALONE'; 'DEWEY HATCHER'; 'JASON MCCONNELL'; 'JULIA MARLKEY'; 'KIMBERLY FUTCH'; 'KRISTIN SKIPPER'; 'M'ALICE JULIUS'; 'MARTHA WRIGHT'; 'MEG INFIORATI'; 'PAM WESSELS'; 'RON HILL'; 'SGT.

GUNTER'; 'SHARI POWELL'; 'STAN RIDGEWAY'

Cc:

Melody Cox

Subject:

Bridge Lighting Project

The votes are in. 10 members voted and that meets the requirement of 8 votes for a quorum as per our bylaws. 9 votes Yes and 1 vote No.

I have prepared a letter to Taylor County for Chairman Hatcher to sign accepting responsibility for the cost of maintenance and electricity for the bridge lights.

I will deliver the letter and a check for the requested funds in the amount of \$128,000 to Melody Cox this morning so that they may proceed with the project ASAP. Liana

Liana Chapman Chapman Insurance Agency PO Box 780 Steinhatchee, Fl 32359

Phone: 352-498-0865 Fax: 352-498-0866 lianachapman@att.net

(e)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF A REQUEST BY JIM RAWLINGS FROM IMPACT TAYLOR TO HOLD A PUBLIC GATHERING ON THE STEPS OF THE COURTHOUSE.

MEETING DATE REQUESTED:

10/17/2017

Statement of Issue:

JIM RAWLINGS OF IMPACT TAYLOR IS REQUESTING PERMISSION TO HOLD A COMMUNITY PRAYER RALLY ON THE STEPS OF THE COURTHOUSE ON SUNDAY OCTOBER 27, 2017 FROM 4:00 PM-6:00 PM.

Recommended Action:

Fiscal Impact:

NONE

Budgeted Expense:

N/A

Submitted By:

TED LAKEY, COUNTY ADMINISTRATOR

Contact:

850-838-3500 EXT 7

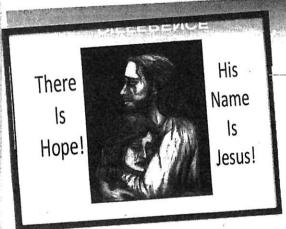
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

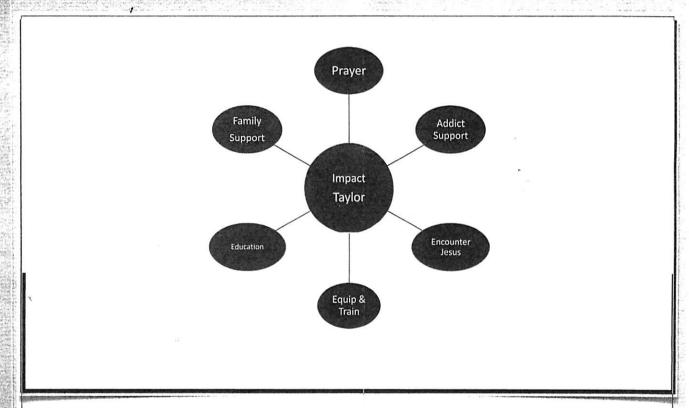






IMPACT TAYLOR

Impact Taylor will serve as a hub for kingdom advancement in Taylor County and the Big Bend Region



Together, We Can Defeat Drugs
In Our Region!

Impact Taylor is a base of tactical operation, organization and deployment for the Kingdom of Heaven in Taylor County and the Big Bend Region.

Vision of Impact Taylor

Impact Taylor's vision is to advance the Kingdom of Heaven in our region by creating an atmosphere to go deeper in the presence of God.

Impact Taylor exists to cooperate with the work of the Holy Spirit in creating a resting place for the Lord and seeks to create an environment where He can transform, equip, motivate, inspire and release His Body in our region particularly by defeating the drug epidemic.

CURRENT ACTIVITIES

- Prayer Conference Calls
- Adopt an Addict
- Facebook Live Prayer
- Prayer Journeys
- Adopt a Community Leader
- Seer Intércession
- Facebook Prayer
- Isaiah 61 Prayer
- Addict Support Group
- · Rehab House
- Group Studies

Leadership Team
Gary Brett
Jim Rawlins

FOR MORE INFORMATION

Contac

Jim Rawlins

keysofawakening@yahoo.com

IMPACT TAYLOR



Uniting the Body of
Christ
Advancing the Kingdom
of Heaven
Defeating Drugs in Our
Region

Jeremiah 29:7

Seek peace and well-being for the city
where I have sent you into exile, pray
to the Lord on its behalf; for in its peace
well being you will have peace.







TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Requesting Board approval for the Board to fully fund the Big Bend Transit "in town" shuttle during the holidays from Monday, December 4, 2017 to Friday, December 29, 2017. If approved, this will be the 5th year we have provided this service and it has been very successful in the past.

MEETING DATE REQUESTED:

October 17, 2017

Statement of Issue: Requesting Board to approve fully funding the Big Bend

Transit "in town" shuttle from December 4 to December 29

as referenced above.

Recommended Action: Approve fully funding the "in town" shuttle from December

4 to December 29, 2017.

Budgeted Expense: Funding the shuttle for this period of time will have an

approximate cost of \$250. There is sufficient funding already set aside in the Big Bend Transit Shuttle budget (0423) to cover the cost. No additional funding would be

required from the Board.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: For the past four years the Board has approved fully

funding the "in town" shuttle during the holiday season. This program has been very successful with substantially increased ridership of the shuttle during this period. The

Local Coordinating Board for the Transportation

Disadvantaged approved this request at the September 28

Coordinating Board meeting.

Attachments: Not applicable

RESOLUTION



IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the GENERAL FUND for the fiscal period ending September 30, 2018, 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, 2018.

Amount Account Name
Revenue:
\$ 15,615 001-3899010 Cash Brought Forward

Expenditures:

\$ 15,615

0438-03-56300 Capital - Infrastructure

Annie Mae Murphy, Clerk-Auditor Chairman

(represents grant funds remaining at FYE2017 not projected in the 2018 budget.)

Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32347

Melody Cox Grants Director 3563 Fax

850-838-3553

850-838-

Melody.cox@taylorcountygov.com

DATE: October 6, 2017

TO: Dannielle FROM: Melody

RE: Budget Amendment Request

0438-03 DEP/LWC Grant- KB Coastal

CARRY FORWARD BALANCE

Dannielle, please prepare a budget amendment for the attached budget as soon as possible. I had anticipated the project being complete prior to fiscal year 16-17 end however we will be finishing up in October 2017. The project must be complete by October 27, 2017 per the terms of the grant agreement. We are currently finishing up a mulched trail at the project site. We will also be purchasing materials for approximately 40 feet of sidewalk, fencing, and a picnic table. Please let me know if you should have any questions or need any additional information. Thank you!

Melody "

BUDGET AMENDMENT REQUEST 2017-2018 FISCAL YEAR

DEPARTMENT: Dept. 0438-03 DEP?LWC Grant- KB Coastal

AMENDMENT REQUEST DATE: October 6, 2017

Expenditure

Account #	Account Description	Budget	ed 10/01/17 Amended Amoun	t Amendment
56300	Capital – Infrastruct.	\$0	\$15,615	\$15,615

BUDGET AMENDMENT REQUEST \$15,615

TOTAL BUDGET AMOUNT FOR FY 2017-2018 = \$15,615

Melesty Cas 10.6-2017 SUNGARD PENTAMATION, INC. DATE: 10/05/2017

TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE STATUS REPORT

TIME: 15:49:44

SELECTION CRITERIA: expledgr.key_orgn='0438-03' ACCOUNTING PERIOD: 13/17

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

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-001 GENERAL FUND

FUNCTION-570 CULTURE/RECREATION
ACTIVITY-572 PARKS & RECREATION
TOTL/DEPT-0438-03 DEP/LWC GRNT-KB COASTAL

		PERIOD	ENCUMBRANCES	YEAR TO DATE	AVAILABLE	YTD/
ACCOUNT TITLE	BUDGET	EXPENDITURES	OUTSTANDING	EXP	BALANCE	BUD
56300 CAPITAL/INFRASTRUCTURE	25,000.00	.00	10,785.00	.00	14,215.00	43.14
TOTAL DEP/LWC GRNT-KB COASTAL	25,000.00	.00	10,785.00 -	1,40000 .00	14,215.00	43.14
TOTAL GENERAL FUND	25,000.00	.00	10,785.00	July De Lane	14,215.00	43.14
TOTAL REPORT	25,000.00	.00	10,785.00	.00	14,215.00 ∳ ľ, 4 ∪ 0	43.14 Ֆղ
					15,6150	j.

PAGE NUMBER: EXPSTA11

1

SUNGARD PENTAMATION, INC. DATE: 10/05/2017

TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE AUDIT TRAIL

PAGE NUMBER: AUDIT21

1

14,215.00

TIME: 15:58:40

TOTAL REPORT

SELECTION CRITERIA: expledgr.key_orgn='0438-03' ACCOUNTING PERIODS: 1/17 THRU 13/17

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 - 0438-03 - DEP/LWC GRNT-KB COASTAL

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-570-57	2-0438-	-03-0438-03 -	DEP/LWC GRN	r-kb coastal					
		'INFRASTRUCTU	RE		.00	.00	.00	BEGINNING BAI	
10/01/1 07/03/1		20171655-01		7214 PLAYPOWE	25,000.00 R LT FAR	_	9,385.00	POSTED FROM E	
, ,		20172117-01		6703 JODY DEV	ANE FO USI ded	- or trooned y found	1,400.00	CUT TRAIL AT	
TOTAL	CAPIT	AL/INFRASTRU	CTURE		<i>سنا</i> 25,000.00	.00	10,785.00		14,215.00
TOTAL TOTL	/DEPT -	- DEP/LWC GRN	T-KB COASTAL		25,000.00	.00	10.785.00		14,215.00
	,	221,2110 0101			23,000.00		20,.05.00		/
TOTAL FUND	- GENE	RAL FUND			25,000.00	.00	10,785.00		14,215.00

25,000.00

1,400 Total Acriball Funds

.00

10,785.00

^{*} THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the GENERAL FUND for the fiscal period ending September 30, 2018, 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, 2018.

Amount	Account	Account Name
Revenue: \$158,031	001-3899010	Cash Brought Forward
Expenditur	es:	
\$ 16,400	0336-53101	Professional Services
\$ (3,369)	0336-54300	Utility Services
\$145,000	0336-56300	Capital - Infrastructure
\$158,031		-

NOW THEREFORE BE IT RESOLVED by the Board of

unanimously.			
	•		

Annie Mae Murphy, Clerk-Auditor

(represents donated funds remaining at FYE2017 not projected in the 2018 budget. These funds were received in 2017FY)

Chairman

Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32347

Melody Cox Administrative Services 850-838-3553 850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: October 5, 2017

TO: Dannielle FROM: Melody

RE: Budget Amendment Request

0336 Stein River Bridge Lighting Project

CARRY FORWARD BALANCE

Dannielle, please prepare a budget amendment for the attached budget as soon as possible. We received the donor's last check after the FY 17-18 budgets were submitted but prior to fiscal year end so the carry forward balance is incorrect. We will be needing to issue purchase requisitions to Shine & Company and AVCON after the BOCC approved the Shine contract at the October 17 BOCC meeting. Please let me know if you should have any questions or need any additional information. Thank you!

Muley Melody

Thank you!

BUDGET AMENDMENT REQUEST 2017-2018 FISCAL YEAR

DEPARTMENT: Dept. 0336 Stein River Bridge Light AMENDMENT REQUEST DATE: October 6, 2017

Expenditure

Account #	Account Description	Budgeted 10/0	1/17 Amended Amo	unt Amendment
53101	Professional Services	\$0	\$16,400	\$16,400
54300 56300	Utility Services Capital – Infrastruct.	\$5,000 \$50,000	\$1,631 \$195,000	<- \$3,369> \$145,000

BUDGET AMENDMENT REQUEST \$158,031.44

TOTAL BUDGET AMOUNT FOR FY 2017-2018 = \$213,031.44

Theling in

SUNGARD PENTAMATION, INC. DATE: 10/05/2017

TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE STATUS REPORT

PAGE NUMBER: EXPSTA11 1

TIME: 15:53:43

SELECTION CRITERIA: expledgr.key_orgn='0336'

ACCOUNTING PERIOD: 13/17

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

TOTALED ON: FUND, TOTL/DEPT PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-001 GENERAL FUND FUNCTION-540 TRANSPORTATION ACTIVITY-541 ROAD & STREET F

ACTIVITY-541 ROAD & STREET FACILITIES TOTL/DEPT-0336 STEIN.RIVER BRIDGE LIGHT.

			PERIOD	ENCUMBRANCES	YEAR TO DATE	AVAILABLE	YTD/
ACCOUNT	TITLE	BUDGET	EXPENDITURES	OUTSTANDING	EXP	BALANCE	BUD
53101	PROFESSIONAL SERVICES	46,920.00	.00	16,370.00	30,225.00	325.00	99.31
54902	LEGAL ADVERTISING	400.00	.00	.00	163.56	236.44	40.89
56300	CAPITAL/INFRASTRUCTURE	196,100.00	.00	.00	.00	196,100.00	.00
TOTA	L STEIN.RIVER BRIDGE LIGH	243,420.00	.00	16,370.00	30,388.56	196,661.44	19.21
TOTA	L GENERAL FUND	243,420.00	.00	16,370.00	30,388.56	196,661.44	19.21
TOTAL REPO	RT	243,420.00	.00	16,370.00	30,388.56	196,661.44	19.21

196,66144 16 370 00 16 370 00 F 213,08144 Total Budget

213, 031 44 Tatat Budged - 55, 000 00 Current Carry Grand Reduces 158, 031 44 Comend mint Pregues

SUNGARD PENTAMATION, INC. DATE: 10/05/2017

TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE STATUS REPORT

TIME: 15:52:56

SELECTION CRITERIA: expledgr.key_orgn='0336' ACCOUNTING PERIOD: 1/18

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

TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-001 GENERAL FUND

FUNCTION-540 TRANSPORTATION

ACTIVITY-541 ROAD & STREET FACILITIES TOTL/DEPT-0336 STEIN.RIVER BRIDGE LIGHT.

ACCOUNT TITLE 54300 UTILITY SERVICES 56300 CAPITAL/INFRASTRUCTURE TOTAL STEIN.RIVER BRIDGE LIGH	BUDGET 5,000.00 50,000.00 55,000.00	PERIOD EXPENDITURES .00 .00	ENCUMBRANCES OUTSTANDING .00 .00 .00	YEAR TO DATE EXP .00 .00 .00	BALANCE 5,000.00 50,000.00 55,000.00	BUD .00 .00
TOTAL GENERAL FUND	55,000.00	.00	.00	.00	55,000.00	.00
TOTAL REPORT	55,000.00	.00	.00	.00	55,000.00	.00

PAGE NUMBER:

EXPSTA11

AUATI ADI D

VTD /



STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND

Taylor County Board of County Commissioners for and on behalf of Taylor County Public Library

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Taylor County Board of County Commissioners for and on behalf of Taylor County Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2017-18 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.
 - a. The Grantee shall perform the following Scope of Work as identified in Section 257.17, Florida Statutes:

Manage or coordinate free library service to the residents of its legal service area. The Grantee shall:

- 1. Have a single administrative head employed full time by the library's governing body;
- 2. Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- 3. Provide access to materials, information and services for all residents of the area served; and
- 4. Have at least one library, branch library or member library open 40 hours or more each week.
- b. The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1:

- Payment will be a fixed price in the amount of 100% of the grant award. The Grantee will:
 - · Adopt or approve current year library budget;
 - Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays) during the grantee's fiscal year; and
 - Adopt or approve the Annual Plan of Service for the grantee's fiscal year.

- 2. Length of Agreement. This Agreement shall begin the date the agreement is signed by both the Grantee's Governing Body and the Division and continue until all grant funds have been expended, unless terminated in accordance with the provisions of Section 28 of this Agreement.
- 3. Expenditure of Grant Funds. The Grantee cannot obligate or expend any grant funds before the Agreement has been signed by all parties. No costs incurred after termination of the Agreement shall be allowed unless specifically authorized by the Division.
- 4. Contract Administration. The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator Florida Department of State R.A. Gray Building Mail Station # 9D 500 South Bronough Street Tallahassee, Florida 32399-0250

Phone: 850.245.6620 Facsimile: 850.245.6643

Email: marian.deeney@dos.myflorida.com

For the Grantee:

Nanette Morrison, Project Manager 403 North Washington Street Perry, Florida 32347-2791

Phone: 850.838.3512 Facsimile: 850.838.3514

Email: para.pro@taylorcountygov.com

- 5. Grant Payments. The total grant award shall not exceed the amount specified on the "Fiscal Year 2017-18 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
- 6. Electronic Payments. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (incorporated by reference) to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.

- 7. Florida Substitute Form W-9. A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.
- 8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

Should the library fail to provide free library service to the public or to be open for at least 40 hours per week, it will no longer be eligible to receive State Aid to Libraries grant funding, and its funding will be reduced to zero.

Payment will be withheld if Deliverables are not satisfactorily completed.

9. Credit Line(s) to Acknowledge Grant Funding. The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State's Division of Library and Information Services."

10. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (incorporated by reference), which are available online at myfloridacfo.com/aadir/reference guide.

Grant funds may not be used for the purchase or construction of a library building or library quarters

- 11. **Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*
- 12. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, Florida Statutes, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

- 13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 14. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), *Florida Statutes* within nine months of the close of its fiscal year.
- 15. Retention of Accounting Records. Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
- 16. Obligation to Provide State Access to Grant Records. The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 18. Noncompliance. Any Grantee that is not following Florida Statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

- 19. Accounting Requirements. The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- 20. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. **Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

- 24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
 - a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 25. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
- 26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 27. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

- 28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- 30. Non-Assignment of Agreement. The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, Florida Statutes or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 31. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, Florida Statutes...
 - a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 - 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 - 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

- 32. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, Florida Statutes and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. Americans with Disabilities Act. All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.
- 37. Governing Law. This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 38. Entire Agreement. The entire Agreement of the parties consists of the following documents:
 - a) This Agreement
 - b) Florida Single Audit Act Requirements (Attachment A)
 - c) Fiscal Year 2017-18 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Date of Agreement:	· · · · · · · · · · · · · · · · · · ·
Grantee:	Department of State:
Ву:	By:
Chair of Governing Body or	
Chief Executive Officer	Typed national strike
Typed name and title	Witness
Clerk or Chief Financial Officer	 _ ·
Typed name and title	
Date	· · · · · · · · · · · · · · · · · · ·

ATTACHMENT A FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200.501 Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED:

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR 200.90, 200.64 & 200.70 as revised.

- 1. In the event that the recipient expends \$750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2CFR 200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, as revised, will meet the requirement of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
- 3. If the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200.501 is not required. In the event that the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200.501, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities). (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for

review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

PART II: STATE FUNDED:

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (1), Florida Statutes

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending after June 30, 2016), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, 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.
- 2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending after June 30, 2016), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year ending after June 30, 2016 and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, 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 recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

http://www.fldfs.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

http://www.leg.state.fl.us/

PART III: REPORT SUBMISSION

- Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General Florida Department of State R. A. Gray Building, Room 114A 500 South Bronough St. Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General Florida Department of State R. A. Gray Building, Room 114A 500 South Bronough St. Tallahassee, FL 32399-0250

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

Auditor General's Office Room 401, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

- 3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and forprofit organizations), Rules of the Auditor General, as applicable.
- 4. Recipients, when submitting financial reporting packages to the Department of State for audits done

in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, Florida Statutes:

Florida Department of State, State Aid to Libraries; CSFA Number 45.030. Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT B

[Fiscal Year 2017-18 State Aid to Libraries Final Grants to be attached by the Division upon execution of the agreement]



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Padraic Juarez, Interim Administrator to request approval of the annual Core Contract between the Florida Department of Health in Taylor County and the Taylor BOCC.

Meeting Date:	October 17,2017	

Statement of Issue: This agenda items requests Board approval of the annual core contract with								
The Florida Department of Health in Taylor County (DOH-Taylor) and approve an amendment to the								
DOH-Taylor authorized Clinical Fee Schedule amendment. Please see attachment #1 and #2.								
Recommendation: Approval of contract and fee schedule amendment								
Fiscal Impact:	\$ _0.00 Budgeted Expense: Yes No N/A X							
Submitted By:	Charlotte Sorrell for Padraic Juarez							
Contact:	Charlotte Sorrell or Padraic Juarez (850) 584-5087							
	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS							
History, Facts & Issues: Required by Florida Statutes to have annual Core Contract between BOCC and CHDs for every county. No changes have been made to the contract's boilerplate language; same as last five years, if not longer. This contract outlines the fiscal and services provided by both the county and the CHD will perform.								
Options:	Approve the Core Contract and fees							
	2. Disapprove the Core Contract and fees							
	3. Approve the Core Contract and request revision of fees							
Attachments:	1. Core Contract							
	DOH-Taylor Amended Clinical Fee Schedule							

CONTRACT BETWEEN TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS AND

STATE OF FLORIDA DEPARTMENT OF HEALTH FOR OPERATION OF THE TAYLOR COUNTY HEALTH DEPARTMENT CONTRACT YEAR 2017-2018

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Taylor County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2017.

RECITALS

- A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."
- B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."
- C. Taylor County Health Department ("CHD") is one of the created County Health Departments.
- D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>RECITALS</u>. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.
- 2. <u>TERM</u>. The parties mutually agree that this contract shall be effective from October 1, 2017, through September 30, 2018, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.
- 3. <u>SERVICES MAINTAINED BY THE CHD</u>. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:
- a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local funds

and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

- b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.
- c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.
- 4. <u>FUNDING</u>. The parties further agree that funding for the CHD will be handled as follows:
- a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.
 - i. The State's appropriated responsibility (direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C) as provided in Attachment II, Part II is an amount not to exceed \$ 1,254,833.00 (State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
 - ii. The County's appropriated responsibility (direct contribution excluding any fees, other cash or local contributions) as provided in Attachment II, Part II is an amount not to exceed \$ 50,000 (amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment).
- b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

- c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.
- d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.
 - e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund Taylor County 1215 North Peacock Ave. Perry, FL 32347

- 5. <u>CHD DIRECTOR/ADMINISTRATOR</u>. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.
- 6. <u>ADMINISTRATIVE POLICIES AND PROCEDURES</u>. The parties hereto agree that the following standards should apply in the operation of the CHD:
- a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.
- b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.
- c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These

records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i. The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.
- d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Taylor County.
- e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.
- f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

- g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.
- h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.
- i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.
- j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.
- k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.
- I. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.
- m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.
- n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.
- o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii. A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.
- p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:
 - i. March 1, 2018 for the report period October 1, 2017 through December 31, 2017;
 - ii. June 1, 2018 for the report period October 1, 2017 through March 31, 2018;
 - iii. September 1, 2018 for the report period October 1, 2017 through June 30, 2018; and
 - iv. December 1, 2018 for the report period October 1, 2017 through September 30, 2018.

7. <u>FACILITIES AND EQUIPMENT</u>. The parties mutually agree that:

- a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.
- b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.
- c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. <u>TERMINATION</u>.

- a. <u>Termination at Will</u>. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.
- b. <u>Termination Because of Lack of Funds</u>. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.
- c. <u>Termination for Breach</u>. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. <u>MISCELLANEOUS</u>. The parties further agree:

- a. <u>Availability of Funds</u>. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2018, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.
- b. <u>Contract Managers</u>. The name and address of the contract managers for the parties under this contract are as follows:

For the State:	For the County:
Padraic Juarez, MS, REHS	Ted Lakey
Name	Name
<u>Administrator</u>	County Administrator
Title	Title
1215 North Peacock Ave.	201East Green St.
Perry, FL 32347	Perry, FL 32347
Address	Address
<u>850-584-5087</u>	<u>850-383-3500</u>
Telephone	Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. <u>Captions</u>. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 8 page contract, with its attachments as referenced, including Attachment I (2 pages), Attachment II (6 pages), Attachment III (1 pages), Attachment IV (1 page), and Attachment V (1 pages), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2017.

BOARD OF COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS FOR TAYLOR COUNTY	STATE OF FLORIDA DEPARTMENT OF HEALTH					
SIGNED BY:	SIGNED BY:					
NAME: Pam Feagle	NAME: Celeste Philip, MD, MPH					
TITLE: Chairperson	TITLE: Surgeon General and Secretary					
DATE:	DATE:					
ATTESTED TO:						
SIGNED BY:	SIGNED BY:					
NAME: Annie Mae Murphy	NAME: Padraic Juarez, MS, REHS					
TITLE: Clerk	TITLE: CHD Director/Administrator					
DATE:	DATE:					

TAYLOR COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	<u>Service</u>	Requirement
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Periodic financial and programmatic reports as specified by the program office.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

ATTACHMENT I (Continued)

		levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.
		Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
9.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
10.	Tuberculosis	Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
11.	General Communicable Disease Control	Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
12.	Refugee Health Program	Programmatic and financial requirements as specified by the program office.

^{*}or the subsequent replacement if adopted during the contract period.

TAYLOR COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

		Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total	
1.	CHD Trust Fund Ending Balance 09/30/17				
			43121	259332	302453
2.	Drawdown for Contract Year				
	October 1, 2017 to September 30, 2018		-43121	23108	-20013
3.	Special Capital Project use for Contract Year		-43121	23100	-20010
Ο.	October 1, 2017 to September 30, 2018				
			0	0	0
4.	Balance Reserved for Contingency Fund				
	October 1, 2017 to September 30, 2018				
			n	28244N	282440

TAYLOR COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department October 1, 2017 to September 30, 2018

		State CHD Trust Fund (cash)	County OHD Trust Fund	Total CHD Trust Fund (cash)	Other Centribution	Total.
1. GENE	ERAL REVENUE - STATE	CONTRACTOR OF STREET	CHIADRY THREE	MABINA STATE	Continuing	Total
015040	CHD - TB COMMUNITY PROGRAM	7,127	0	7,127	0	7,127
015040	DENTAL SPECIAL INITIATIVE PROJECTS	6,200	0	6,200	0	6,200
015040	FAMILY PLANNING GENERAL REVENUE	24,856	0	24,856	0	24,856
015040	PRIMARY CARE PROGRAM	112,960	0	112,960	0	112,960
015040	SCHOOL HEALTH SERVICES - GENERAL REVENUE	72,514	0	72,514	0	72,514
015050	CHD GENERAL REVENUE NON-CATEGORICAL	406,020	0	406,020	0	406,020
GENERA	AL REVENUE TOTAL	629,677	0	629,677	0	629,677
2. NON	GENERAL REVENUE - STATE					
015010	ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	1,576	0	1,576	0	1,576
015010	TOBACCO STATE AND COMMUNITY INTERVENTIONS	136,482	0	136,482	0	136,482
015010	CESSATION TREATMENT AND COUNSELING	16,147	0	16,147	0	16,147
NON GE	NERAL REVENUE TOTAL	154,205	0	154,205	0	154,205
3. FEDE	RAL FUNDS - STATE					
007000	ABSTINENCE EDUCATION GRANT PROGRAM	60,000	0	60,000	0	60,000
007000	COMPREHENSIVE COMMUNITY CARDIO - PHBG	50,729	0	50,729	0	50,729
007000	CMS-MCH PURCHASED CLIENT SERVICES	8,713	0	8,713	0	8,713
007000	DIABETES PREVENTION PUBLIC HEALTH FUNDING	9,000	0	9,000	0	9,000
007000	FAMILY PLANNING TITLE X · GRANT	43,755	0	43,755	0	43,755
007000	HEART DISEASE PREVENTION PUBLIC HEALTH FUNDING	8,600	0	8,600	0	8,600
007000	IMMUNIZATION ACTION PLAN	2,080	0	2,080	0	2,080
007000	MCH SPECIAL PRJCT UNPLANNED PREGNANCY	9,852	0	9,852	0	9,852
007000	PHEP BASE CARRYOVER 15-16 FY	95,096	0	95,096	0	95,096
007000	BASE COMMUNITY PREPAREDNESS CAPABILITY	72,921	0	72,921	0	72,921
015075	SUPPLEMENTAL SCHOOL HEALTH	213,245	0	213,245	0	213,245
018005	RYAN WHITE TITLE II CARE GRANT	40,169	0	40,169	0	40,169
FEDERA	L FUNDS TOTAL	614,160	0	614,160	0	614,160
4. FEES	ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020	CHD STATEWIDE ENVIRONMENTAL FEES	13,850	0	13,850	0	13,850
001092	CHD STATEWIDE ENVIRONMENTAL FEES	37,176	0	37,176	0	37,176
001206	ON SITE SEWAGE DISPOSAL PERMIT FEES	3,262	0	3,262	0	3,262
001206	SANITATION CERTIFICATES (FOOD INSPECTION)	485	0	485	0	485
001206	SEPTIC TANK RESEARCH SURCHARGE	385	0	385	0	385
001206	PUBLIC SWIMMING POOL PERMIT FEES·10% HQ TRANSFER	312	0	312	0	312
001206	DRINKING WATER PROGRAM OPERATIONS	108	0	108	0	108
001206	TANNING FACILITIES	100	0	100	0	100
001206	ONSITE SEWAGE TRAINING CENTER	145	0	145	0	145
001206	TATTO PROGRAM ENVIRONMENTAL HEALTH	52	0	52	0	52
	MOBILE HOME & RV PARK FEES	330	0	330	0	330
FEES AS	SESSED BY STATE OR FEDERAL RULES TOTAL	56,205	0	56,205	0	56,205

TAYLOR COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department October 1, 2017 to September 30, 2018

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	43,121	0	43,121	0	43,121
OTHER CASH CONTRIBUTION TOTAL	43,121	0	43,121	0	43,121
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	17,640	17,640	0	17,640
001148 CHD CLINIC FEES	0	307,600	307,600	0	307,600
MEDICAID TOTAL	0	325,240	325,240	0	325,240
7. ALLOCABLE REVENUE - STATE:					
	0	0	0	0	0
ALLOCABLE REVENUE TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	17,475	17,475
PHARMACY DRUG PROGRAM	0	0	0	9,143	9,143
WIC PROGRAM	0	0	0	515,565	515,565
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	3,373	3,373
IMMUNIZATIONS	0	0	0	15,988	15,988
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	561,544	561,544
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
	0	0	0	0	0
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY	TY				
001077 CHD CLINIC FEES	0	15,730	15,730	0	15,730
001094 CHD LOCAL ENVIRONMENTAL FEES	0	3,660	3,660	0	3,660
001110 VITAL STATISTICS CERTIFIED RECORDS	0	17,588	17,588	0	17,588
FEES AUTHORIZED BY COUNTY TOTAL	0	36,978	36,978	0	36,978
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	13,300	13,300	0	13,300
001090 CHD CLINIC FEES	0	2,500	2,500	0	2,500
005000 CHD LOCAL REVENUE & EXPENDITURES	0	296	296	0	296
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	26,000	26,000	0	26,000
011001 CHD HEALTHY START COALITION CONTRACT	0	121,918	121,918	0	121,918
011001 HEALTHY START MEDIPASS WAIVER · COALITION TO CHD	0	30,677	30,677	0	30,677
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-23,108	-23,108	0	-23,108
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	171,583	171,583	0	171,583
12. ALLOCABLE REVENUE - COUNTY					
GOVINION AND GARAGE TO THE STATE OF THE STAT	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL	0	0	0	0	0

TAYLOR COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department October 1, 2017 to September 30, 2018

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other	m-4-1
13. BUILDINGS - COUNTY	/A48#A	1.1.1101.1.11111	Marin Marin	Contribution	Total
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY	7				
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	1,497,368	533,801	2,031,169	561,544	2,592,713

TAYLOR COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service October 1, 2017 to September 80, 2018

	Quarterly Expanditure Plan									
	FTE's	Clients S	Paragonal Carlo	1st	2nd	8rd	4th			Grand
	(0.00)	Unite	Visite		(Whole doll	ara only)		State	County	Total
A. COMMUNICABLE DISEASE CONTROL:	0.10									
IMMUNIZATION (101)	0.10	108	124	2,575	3,004	2,575	3,005	5,129	6,030	11,159
SEXUALLY TRANS. DIS. (102)	0.48	155	221	7,946	9,268	7,946	9,268	32,478	1,950	34,428
HIV/AIDS PREVENTION (03A1)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS SURVEILLANCE (03A2) HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	0	0	0	0	0	0	0
ADAP (03A4)	0.56	0	0	11,340	13,227	11,340	13,228	49,135	0	49,135
TUBERCULOSIS (104)	0.00	0	0	0	0	0	0	0	0	0
	0.07	75	153	2,045	2,385	2,045	2,384	7,659	1,200	8,859
COMM. DIS. SURV. (106)	0.29	0	0	5,218	6,087	5,218	6,087	22,610	0	22,610
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	2.19	0	0	35,562	41,479	35,562	41,478	154,081	0	154,081
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL RECORDS (180)	0.13	527	979	1,580	1,843	1,580	1,842	0	6,845	6,845
COMMUNICABLE DISEASE SUBTOTAL	3.82	865	1,477	66,266	77,293	66,266	77,292	271,092	16,025	287,117
B. PRIMARY CARE:		_		Para - 1970						
CHRONIC DISEASE PREVENTION PRO (210)	1.03	0	0	23,247	27,115	23,247	27,114	100,323	400	100,723
WIC (21W1)	0.00	0	0	0	0	0	0	0	0	0
TOBACCO USE INTERVENTION (212)	2.19	0	0	38,445	44,842	38,445	44,842	166,574	0	166,574
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.00	0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	2.51	444	869	41,094	47,931	41,094	47,931	136,050	42,000	178,050
IMPROVED PREGNANCY OUTCOME (225)	1.53	75	487	20,386	23,778	20,386	23,778	75,028	13,300	88,328
HEALTHY START PRENATAL (227)	2.02	105	1,144	29,548	34,465	29,548	34,465	0	128,026	128,026
COMPREHENSIVE CHILD HEALTH (229)	0.00	0	0	56	66	56	66	244	0	244
HEALTHY START CHILD (231)	1.26	87	1,226	16,131	18,815	16,131	18,814	69,891	0	69,891
SCHOOL HEALTH (234)	6.23	0	41,823	83,583	97,489	83,583	97,489	336,816	25,328	362,144
COMPREHENSIVE ADULT HEALTH (237)	0.96	110	115	20,149	23,501	20,149	23,500	82,815	4,484	87,299
COMMUNITY HEALTH DEVELOPMENT (238)	0.20	0	0	4,465	5,207	4,465	5,207	19,344	0	19,344
DENTAL HEALTH (240)	4.80	3,355	6,514	92,274	107,626	92,274	107,626	113,800	286,000	399,800
PRIMARY CARE SUBTOTAL	22.73	4,176	52,178	369,378	430,835	369,378	430,832	1,100,885	499,538	1,600,423
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.01	6	9	222	260	222	260	673	291	964
PUBLIC WATER SYSTEM (358)	0.00	0	0	1	2	1	2	6	0	6
PRIVATE WATER SYSTEM (359)	0.00	0	0	85	100	85	100	0	370	370
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	1.60	305	631	25,942	30,258	25,942	30,259	100,885	11,516	112,401
Group Total	1.61	311	640	26,250	30,620	26,250	30,621	101,564	12,177	113,741
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.00	0	0	12	14	12	15	53	0	53

TAYLOR COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service October 1, 2017 to September 30, 2018

	Quarterly Expenditure Plan									
	FTE's (0.00)	Clients S	Visit History	1st	2nd	Brd	4th			Grand
	Village of the section of	Unite	Vieite		(Whole dol	CONTRACTOR STATES		State	County	Total
FOOD HYGIENE (348)	0.16	24	32	2,869	3,346	2,869	3,345	12,429	0	12,429
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	7	9	7	9	32	0	32
GROUP CARE FACILITY (351)	0.00	0	0	102	119	102	120	443	0	443
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING & PUB. BLDG. (953)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.01	11	13	141	164	141	164	610	0	610
POOLS/BATHING PLACES (360)	0.02	6	13	507	592	507	592	2,198	0	2,198
BIOMEDICAL WASTE SERVICES (364)	0.03	8	12	589	687	589	686	2,551	0	2,551
TANNING FACILITY SERVICES (369)	0.00	0	0	47	55	47	55	204	0	204
Group Total	0.22	49	70	4,274	4,986	4,274	4,986	18,520	0	18,520
Groundwater Contamination			8							
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.00	0	0	0	0	0	0	0	0	0
Community Hygiene			=							
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.07	28	35	1,075	1,254	1,075	1,253	102	4,555	4,657
RABIES SURVEILLANCE (366)	0.00	0	0	76	89	76	88	5	324	329
ARBORVIRUS SURVEIL. (367)	0.01	0	0	278	324	278	323	21	1,182	1,203
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.08	28	35	1,429	1,667	1,429	1,664	128	6,061	6,189
ENVIRONMENTAL HEALTH SUBTOTAL	1.91	388	745	31,953	37,273	31,953	37,271	120,212	18,238	138,450
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	1,195	1,394	1,195	1,395	5,179	0	5,179
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	1,195	1,394	1,195	1,395	5,179	0	5,179
TOTAL CONTRACT	28.46	5,429	54,400	468,792	546,795	468,792	546,790	1,497,368	533,801	2,031,169

TAYLOR COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits
 discrimination on the basis of race, color or national origin in programs and activities receiving or
 benefiting from federal financial assistance.
- 2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits
 discrimination on the basis of sex in education programs and activities receiving or benefiting from
 federal financial assistance.
- 4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- 5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- 6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

Attachment IV

Fiscal Year - 2017 - 2018

Taylor County Health Department

Facilities Utilized by the County Health Department

Complete Location	Facility Description	Lease/	Type of	Complete	SQ	Employee
(Street Address, City, Zip)	And Offical Building	Agreement	Agreement	Legal Name	Feet	Count
İ	Name (if applicable)	Number	(Private Lease thru	of Owner		(FTE/OPS/
	(Admin, Clinic, Envn Hith,		State or County, other -			Contract)
	etc.)		please define)			
1215 N. Pascock Ave/ Perry, FL 32347	Main Facility		County Owned	Taylor County Board of County Commissioners	16630	21
400 N. Clark Street/ Perry, FL 32347	Perry Primary Clinic		County Owned	Taylor County School Board	100	1
1600 E. Green Street/Perry, FL 32347	Taylor County Elementary School		County Owned	Taylor County School Board	100	1
610 E. Lafayette Street/ Perry, FL 32347	Taylor County Middle School		County Owned	Taylor County School Board	100	1
900 Johnson Stripling Rd/ Perry, FL 32347	Taylor County High School		County Owned	Taylor County School Board	100	1
1209 1st Ave. S/ Steinhatchee. FL 32347	Steinhatchee School		County Owned	Taylor County School Board	100	1
	,					

Facility - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.

ATTACHMENT V TAYLOR COUNTY HEALTH DEPARTMENT SPECIAL PROJECTS SAVINGS PLAN

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

CONTRACT YEAR	<u>STATE</u>		COUNTY		<u>TOTAL</u>
2016-2017*	\$	0	\$	0	\$ 0
2017-2018**	\$	0	\$	0	\$ 0
2018-2019***	\$	0	\$	0	\$ 0
2019-2020***	\$	0	\$	0	\$ 0
PROJECT TOTAL	\$	0	\$	0	\$ 0
	SPECIAL PROJECTS	CONSTRU	ICTION/RENOVATION PLA	N	
PROJECT NUMBER:					
PROJECT NAME:					
LOCATION/ADDRESS:					
PROJECT TYPE:	NEW BUILDING		ROOFING	_	
	RENOVATION		PLANNING STUDY		
	NEW ADDITION		OTHER		
SQUARE FOOTAGE:		0			
PROJECT SUMMARY: Desc	ribe scope of work in reaso	nable deta	ail.		
			•		
START DATE (Initial expenditure of funds)	:				
COMPLETION DATE:					
DESIGN FEES:	\$	0			
CONSTRUCTION COSTS:	\$	0			
FURNITURE/EQUIPMENT:	\$	0			
TOTAL PROJECT COST:	\$	0			
COST PER SQ FOOT:	\$	0			

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

^{*} Cash balance as of 9/30/17

^{**} Cash to be transferred to FCO account.

^{***} Cash anticipated for future contract years.

2017-2018 FEE SCHEDULE DEPARTMENT OF HEALTH IN TAYLOR COUNTY

1

DIAGNOSTIC SCREENINGS & PROCEDURES	OFFICE CODE	CURRENT FEE				
Chest X-Ray (non-Tuberculosis related)		\$75.00				
Tuberculosis Skin Test	86580	\$20.00				
Colposcopy		\$100.00				
Women's Health Screening (In conjunction with Doctors' Memorial)		\$75.00				

CLASSES & OTHER MISCELLANEOUS ITEMS	FEE
Car Seat Ticket Class	 \$10.00
Parenting Classes (Non-Healthy Start Clients)	 Maximum \$50 Per Person
Smoking Cessation Classes	 Maximum \$50 Per Person
General Health Education Classes (Materials + Per Person Fee)	 Maximum \$50 Per Person
Domestic Violence Education Classes	 Maximum \$50 Per Person
Healthy Workplace Education Classes	 Maximum \$50 Per Person
Health Education Classes	 Maximum \$50 Per Person
Other Classes Developed Based on Individual Requests and/or Needs	 Maximum \$50 Per Person
CPR Class and Certification	 \$15 Per Person
Implanon or Other IUD Rod Removal/Insertion	 Current CBR*
	\$1.00 for 1st 25 pages; additional
Copy of Medical Records for Entities as Described in FAC64B8-10.003	 pages \$0.25 each
Lice Treatment	 \$25.00
Notary Fee	 \$5.00
Patient Copy of Medical Records/Immunization Records	 \$5.00 Per Page

CLINIC SERVICES BASED ON SLIDING FEE SCALE	OFFICE CODE	FEE	
		NEW PATIENT	ESTABLISHED PATIENT
Established Brief/ Limited Office Visit	99211	\$25.00	\$25.00
New Problem/Established Problem Visit	99202/99212	\$74.00	\$43.00
	99203/992		
New-Expanded Problem/Established Expanded Problem Visit	13	Current CBR*	\$80.00
**************************************	99204/992		
New-Detailed Problem/Established Detailed Problem Visit	14	Current CBR*	\$108.00
Family Planning-Initial/Annual Exam;	(99XXX), (58300)	Current CBR*	Current CBR*
Family Planning Problem Focused	99212	N/A	\$43.00
Family Planning Supply Visit	99211	\$25.00	\$25.00
Family Planning Counseling Visit	99403	Current CBR*	Current CBR*
Child & Adult Physical Exam		Current CBR*	Current CBR*
Laboratory Tests		Cost + \$15 admin fee	Cost + \$15 admin fee
Athletic Physicals/School Physicals		\$35.00	\$35.00

IMMUNIZATIONS	FEE
All childhood immunizations ages 0-18	No Charge
Hepatitis A Vaccine (per injection) - Adult	\$97.00
Hepatitis B Vaccine (per injection)- Adult	\$89.00
Influenza High Dose for Population 65 Years of Age or Older (Flu shot)	\$50.00
Influenza Low Dose for Population under 65 Years of Age (Flu shot)	\$30.00
MMR vaccine - Adult	\$79.00
Pneumonia vaccine	\$86.00
Rabies Vaccine	Cost + Limited Office Visit (99211)
TDAP	\$49.00
Tetanus/TD - Adult	\$39.00
Other Non-VFC client requested vaccines	Cost + \$15.00 Admin

VITAL STATISTICS FEE	
Certified copy of death certificates, each	\$13.00
Certified copy of birth certificates, first copy	\$13.00

ENVIRONMENTAL HEALTH FEES - COUNTY	THE TOTAL PROPERTY OF THE PARTY
These fees are in addition to State Environmental Health Fees	· ·
Water samples (collected and delivered to TCHD)	\$30.00
Water samples (collected by TCHD staff) 1st sample	\$60.00
Water samples (collected by TCHD staff) 2nd sample at same time	\$74.00
Lab fee for testing low risk animals- Rabies	\$150.00
Surcharge fee for site evaluation for septic tank	
Surcharge fee for septic tank application	\$10.00
Permit Fee	\$50.00
City Residents: Per City of Perry utility inspection	\$50.00

^{*}Current CBR- Current Medicaid Cost Based Reimbursement Rate

Chairman's Signature

Approved:	Date
• •	Dato

2017-2018 DENTAL FEE SCHEDULE TAYLOR COUNTY HEALTH DEPARTMENT

		CURRENT	FEE
DIAGNOSTIC SCREENINGS & PROCEDUR	RES OFFICE CODE		50% Pay
Periodic Exam	D0120	\$30.00	\$15.00
Limited/Emergency Exam	D0140	\$60.00	\$30.00
Oral Evaluation (under age 3)	D0145	\$30.00	\$15.00
Comprehensive Exam	D0150	\$50.00	\$25.00
Full Mouth X-ray	D0210	\$60.00	\$30.00
Periapical, first film	D0220	\$20.00	\$10.00
Periapical, additional films	D0230	\$20.00	\$10.00
Bitewing, single film	D0270	\$20.00	\$10.00
Bitewing, two films	D0272	\$30.00	\$15.00
Bitewing, four films	D0274	\$40.00	\$20.00
Panoramic Radiograph	D0330	\$80.00	\$40.00
Adult Prophy	D1110	\$70.00	\$35.00
Child Prophy	D1120	\$60.00	\$30.00
Fluoride (child)	D1203	\$20.00	\$10.00
Fluoride (mod. to high cares)	D1206	\$20.00	\$10.00
Oral hygiene instruction	D1330	\$10.00	\$5.00
Sealant, per tooth	D1351	\$30.00	\$15.00
Scaling & root planing per quad	D4341	\$90.00	\$45.00
Scaling & root planing, 1-3 quad	D4342	\$60.00	\$30.00
Gross debridement	D4355	\$70.00	\$35.00
Amalgam 1-surf prim or perm	D2140	\$70.00	\$35.00
Amalgam 2-sur prim or perm	D2150	\$80.00	\$40.00
Amalgam 3-surf prim or perm	D2160	\$90.00	\$45.00
Amalgam 4-surf prim or perm	D2161	\$100.00	\$50.00
Resin 1-surf anterior	D2330	\$80.00	\$40.00
Resin 2-surf anterior	D2331	\$90.00	\$45.00
Resin 3-surf anterior	D2332	\$100.00	\$50.00
Resin 4-surf anterior	D2335	\$110.00	\$55.00
Resin 1-surf posterior	D2391	\$80.00	\$40.00
Resin 2-surf posterior	D2392 D2393	\$90.00	\$45.00
Resin 3-surf posterior Stainless steel crown	D2930	\$100.00 \$140.00	\$50.00
Sedative filling	D2930 D2940	\$140.00 \$60.00	\$70.00 \$30.00
Gedative lilling	D2940	φου.υυ	φ30.00
Extraction, deciduous	D7111	\$50.00	\$25.00
Extraction	D7140	\$70.00	\$35.00
Surgical extraction	D7210	\$150.00	\$75.00
Incision and drainage	D7510	\$70.00	\$35.00
Adult Comprehensive Exam	D0150	\$80.00	\$40.00
Adult Limited/Emergency Exam	D0140	\$60.00	\$30.00
Adult Extraction	D7140	\$100.00	\$50.00

Chairman's Signature Date



	TAYLOR COUNTY BOARD OF COMMISSIONERS					
		County Commission Agenda Item				
SUBJECT/TITL						
Meeting Date:		October 19, 2017				
Statement of Issue: Suwannee River Water Management District Payment in Lieu of Taxes Check Presentation, Hugh Thomas, executive Director						
Recommendati	ion:	N/A				
Fiscal Impact:	\$	Budgeted Expense: Yes No N/A X				
Submitted By:		Steve Minnis, Director of Governmental Affairs				
Contact:		386.362.0434				
		SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS				
History, Facts	& Iss	ues:				
Options:	1					
Attachments:						



TAYLOR COUNTY BOARD OF COMMISSIONERS					
	County Commission Agenda Item				
SUBJECT/TITLE:	Create and install marine mammal signs at 8 Taylor County public boat ramps				
Meeting Date:	October 17,2017				
Statement of Issue: boat ramps by the Un Grant permission for t Rescue group	Support to create and install marine mammal signs at 8 Taylor County public iversity of Florida - Marine Animal Rescue group within the Vet School. the future installation of the signs by the University of Florida - Marine Animal				
Recommendation:	Write a letter of support and grant permission to install signs.				
Fiscal Impact: \$	2,000 Budgeted Expense: Yes No N/A X				
Submitted By:	UF Taylor County Extension				
Contact:	Clay Olson or Victor Blanco				
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS					
History, Facts & Is	sues: the University of Florida (UF) with the Marine Animal Rescue group				
within the Vet School	ol is currently writing a grant for funding to create and install marine mammal				
signs at 8 public box	at ramps throughout Taylor county. The signs will share information on what				
to do if you find a stranded marine mammal (dolphin, whale, manatee) and will have a phone					
number for people to contact.					
The UF – Marine Animal Rescue group is in need of a letter of support from the county in					
support of this proje	ect and granting permission for the future installation of the signs.				
Options: 1.	Write a letter of support and approve permission to install the signs in all 8 Taylor County public boat ramps				
2	Deny approval				

1. Request from Mackenzie Russell - UF Vet School, Stranding Biologist

Attachments:

Taylor County Boat Ramp Signs

Russell, Mackenzie

Tue 09/19/2017 10:12 AM

To: Ted Lakey <ted.lakey@taylorcountygov.com>;

Cc:Olson,Clay B <cbolson@ufl.edu>; Blanco Marquez,Victor Juan <victorblancomar@ufl.edu>;

Hello Mr. Lakey,

My name is Mackenzie Russell and I work for the University of Florida with the Marine Animal Rescue group within the Vet School. We are currently writing a grant for funding to create and install marine mammal signs at boat ramps throughout Levy, Dixie, and Taylor counties. The signs will share information on what to do if you find a stranded marine mammal (dolphin, whale, manatee) and will have a phone number (the FWC Wildlife Alert Hotline) for people to contact. As we are writing a grant for this project, we are in need of letters of support from each county in support of this project and granting permission for the future installation of the signs. I would love to hear if this idea is supported by you and that you would be accepting of the installation of the signs. Feel free to give me a call on my cell at 952-649-1028 at your earliest convenience to discuss our proposal. Thank you!

Best,

Mackenzie Russell, M.S.

Stranding Biologist

Aquatic Animal Health Program

University of Florida- Veterinary Medicine

E-mail: russell.m@ufl.edu

Cell: 952-649-1028

24/7 UF Marine Animal Rescue Hotline: 352-477-0344

Boat Ramp, Lat/Long, County:

Steinhatchee Boat Ramp	29.67281	-83.3929	Taylor
Dallus Creek- BB WMA	29.72154	-83.48636	Taylor
Hagen's Cove- BB WMA	29.772472	-83.579797	Taylor
Keaton Beach	29.82967	-83.59309	Taylor
Spring Creek- BB WMA	29.97241	-83.74511	Taylor
Fenholloway River (Old Clubhouse Rd)	30.00951	-83.77935	Taylor
Econfina River State Park	30.058772	-83.907	Taylor
Aucilla River Boat Ramp	30.11654	-83.97943	Taylor

MALCOLM PAGE JIM MOODY FRANK RUSSELL PAM FEAGLE THOMAS DEMPS
District 1 District 2 District 3 District 4 District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax TED LAKEY, 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 4, 2017

Mackenzie Russell, M.S.
Stranding Biologist
Aquatic Animal health program
University of Florida – Veterinary Medicine

RE: Marine Animal Rescue Boat Ramp Signs

Dear Ms. Russell:

On behalf of the Taylor County Board of County Commissioners and the citizens, we truly appreciate your efforts in spreading awareness and information regarding marine mammals and their well being. At the Board of County Commissioners Meeting on October 17, 2017, the Board provided support and permission to place the signs at the Steinhatchee, Dalus Creek, Hagen's Cove, Keaton Beach, Spring Creek, Fenholloway River, Econfina River, and Aucilla River boat ramps in Taylor County.

Please feel free to contact us if you have further questions.

Sincerely,

Pam Feagle Chairman



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF A LICENSE

AGREEMENT WITH DUKE ENERGY.



MEETING DATE REQUESTED:

10/17/2017

Statement of Issue:

THE BOARD TO CONSIDER APPROVAL OF A LICENSE AGREEMENT WITH DUKE ENERGY FOR PUBLIC ACCESS TO THE NEW SUPERVISOR OF ELECTIONS BUILDING.

Recommended Action: APPROVE

Fiscal Impact:

NONE

Budgeted Expense:

N/A

Submitted By:

TED LAKEY, COUNTY ADMINISTRATOR

Contact:

850-838-3500 EXT 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THIS AGREEMENT WOULD ALLOW THE COUNTY TO USE THE PROPERTY OWNED BY DUKE ENERGY FOR INGRESS AND EGRESS TO THE NEW SUPERVISOR OF ELECTIONS SITE.

Options:

Attachments:

AGREEMENT

MAP OF PROPERTY

PREPARED BY/RETURN TO: Bruce C. Crawford, Esq. Crawford & Owen, P.A. 10901 Danka Circle, Suite C Saint Petersburg, FL 33716



LICENSE AGREEMENT

This License Agreement, is effective as of the _____ day of ______, 2017, between DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY, whose mailing address is 299 First Avenue North, St. Petersburg, Florida 33701 ("LICENSOR" or "DUKE ENERGY") and Taylor County, a political subdivision of the State of Florida, whose mailing address is 201 East Green Street, Perry, Florida 32347, ("LICENSEE").

WITNESSETH:

WHEREAS, DUKE ENERGY is the owner of the fee simple title to real property in Taylor County, Florida operated as its Perry Substation, whereby a portion of said site contains the existing driveway exiting US Highway 19, being hereinafter referred to as the "License Area" as shown on sketch attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof; and

WHEREAS, LICENSEE has requested that DUKE ENERGY grant to LICENSEE the limited privilege and license to occupy and utilize the License Area for the purpose of making available to the public DUKE ENERGY'S fee owned property for ingress and egress across the License Area; and

WHEREAS, DUKE ENERGY is willing to grant to LICENSEE the requested limited privilege and license for such occupancy and utilization, subject to certain terms and conditions as stipulated below.

NOW, THERFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That, for and in consideration of the sum of Ten Dollars (\$10.00) as full compensation in hand paid by LICENSEE to DUKE ENERGY, the receipt and sufficiency of which is hereby acknowledged by DUKE ENERGY, and in consideration of the terms, covenants and conditions herein contained, DUKE ENERGY hereby grants to LICENSEE, and LICENSEE hereby accepts from DUKE ENERGY, the non-exclusive right, privilege and License to traverse the existing driveway exiting US Highway 19 located within the License Area for movement of the public, and their vehicles, across the License Area located within DUKE ENERGY's above-described fee-owned land for ingress and egress to lands of LICENSEE adjacent to and contiguous with DUKE ENERGY's real property. The License shall be used for the sole purpose of accessing the adjoining real property owned by LICENSEE.

- 3. That in the event LICENSEE should abandon its use of the License Area, then the rights and privileges herein shall cease and terminate and the License Area shall revert to DUKE ENERGY in its entirety.
- 4. LICENSEE further acknowledges and agrees that this area may in the future contain high voltage power lines and that extreme caution must be used when traveling within the License Area.
- 5. That the validity of this License is contingent upon its being properly executed on behalf of LICENSEE to signify LICENSEE's acceptance of and agreement to abide by the terms and conditions set forth herein.
- 6. That DUKE ENERGY's consent to LICENSEE's use of the License Area is limited except as provided herein. Such conditional and restricted consent creates privileges in the LICENSEE to use the License Area only insofar as compliance with the conditions herein contained.
- 7. That DUKE ENERGY shall not be liable for any damages howsoever resulting from DUKE ENERGY's continued use and occupancy of the License Area, except for those damages directly resulting from DUKE ENERGY's breach of this License; DUKE ENERGY, however, shall not willfully cause undue damage to LICENSEE's utilization.
- 8. That LICENSEE shall not excavate, fill or otherwise alter the ground elevation within the License Area, nor shall LICENSEE plant any trees or construct, locate, install or create any structures, utilities, obstacles or encroachments of any kind therein. LICENSEE shall not pave or add impervious materials within the License Area. LICENSEE shall not permit any parking, even temporary, within the License Area. LICENSEE shall not store or stockpile any materials within the License Area. DUKE ENERGY requires unfettered around the clock access to its Perry Substation at all times, which includes sufficient access as necessary to allow the passage of DUKE ENERGY's large trucks, vehicles and equipment.
- 9. That LICENSEE hereby expressly understands, covenants and agrees (a) that nothing contained in this License Agreement or contemplated is intended to or shall increase DUKE ENERGY's liability for personal injury or death or for any property damage, (b) that DUKE ENERGY does not assume any such additional liability, (c) that liability arising out of the utilization and occupancy of the License Area by LICENSEE and LICENSEE's employees, agents, contractors, invitees or any representative, is hereby assumed by LICENSEE and shall be at the sole and exclusive risk of LICENSEE, (d) that LICENSEE shall answer and satisfy to DUKE ENERGY's satisfaction any and all complaints relative to LICENSEE's utilization of the License Area, (e) that DUKE ENERGY shall not be liable for any damages to or maintenance of the License Area, and (f) that LICENSEE covenants not to interfere with DUKE ENERGY's access, operation and maintenance of its existing substation, including all electric transmission lines and related facilities in any manner whatsoever.

- 10. To the extent provided by law, LICENSEE shall indemnify, defend and hold harmless DUKE ENERGY against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the LICENSEE, or any of its employees, agents, contractors, invitees or any representative, in connection with the rights granted to or exercised by LICENSEE hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by LICENSEE to indemnify DUKE ENERGY for the negligent acts or omissions of DUKE ENERGY, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by the LICENSEE to be sued by third parties in any manner arising out of this License.
- 11. That this privilege and license is personal to LICENSEE and shall not be assigned or transferred in whole or in part without the express prior written consent of DUKE ENERGY, which consent of DUKE ENERGY shall be solely at DUKE ENERGY'S discretion.
- 12. That upon LICENSEE'S breach of any covenant or condition contained herein, this License Agreement after written notification by DUKE ENERGY to LICENSEE of such breach and upon failure of LICENSEE to remedy or remove such breach within a period of fifteen (15) working days after receipt of such written notification, shall cease and terminate and shall become null and void and the privilege and license herein granted shall thereupon immediately revert to the DUKE ENERGY in absolute; however, DUKE ENERGY expressly does not waive any rights of recourse DUKE ENERGY may have against LICENSEE for damages sustained by DUKE ENERGY as a result of such breach.
- 13. That DUKE ENERGY hereby expressly reserves the right to revoke this License Agreement at will by giving LICENSEE ninety (90) days written notice, and LICENSEE shall have no right to compensation for any expenditures made by LICENSEE upon revocation of this License Agreement.
- 14. That DUKE ENERGY expressly reserves unto itself, its successors, lessees and assigns, the continued right to occupy and utilize the entire License Area and to grant privileges to other parties affecting the License Area.
- 15. This License Agreement shall be construed in accordance with Florida Law. No Amendment or other modification of this Agreement shall be enforceable unless the same shall be in writing and signed by both parties hereto. No failure to insist on full or timely performance of any provision herein shall be construed as a waiver of the right to insist on full or timely performance of any other provision at any time.

IN WITNESS WHEREOF, the aforesaid Parties have caused these presents to be signed in their respective names by their proper representatives thereunto duly authorized and attested, all as of the day and year first above written.

-

LICENSOR DUKE ENERGY:

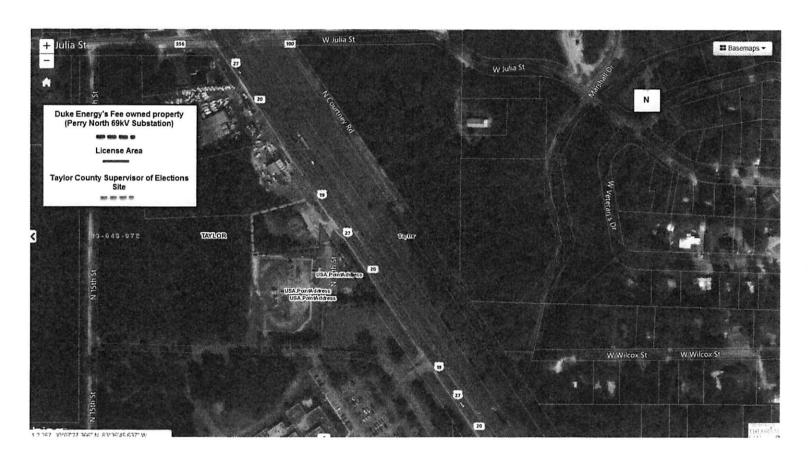
DUKE ENERGY FLORIDA, LLC, a Florida limited liability company d/b/a DUKE ENERGY

	By:
	Print name
	Title
Signed souled and delivered in the presence	
Signed, sealed and delivered in the presence	or:
/s/	
First Witness	•
Printed name	-
/s/	
/s/ Second Witness	•
Printed name	
Acknow	<u>vledgement</u>
STATE OF	
STATE OFCOUNTY OF	
The foregoing License Agreement was 2017, by	acknowledged before me this day of
DUKE ENERGY FLORIDA, LLC, a Florida li and on behalf of the Company. He/She is personal as identification.	of imited liability company d/b/a DUKE ENERGY, onally known to me or has produced
SEAL	N
	Notary Public Print name
	My commission expires
	wy commission expires

LICENSEE:

TAYLOR COUNTY, FLORIDA, a Political Subdivision of the State of Florida

WITNESSES:	By and through its Board of County Commissioners
X	
Signature of First Witness	
	D.
Print or Type Name of First Witness	By: Pam Feagle, as Chairperson
Time of Type I value of I list Witness	r am reagle, as Chairperson
X	
Signature of Second Witness	
Print or Type Name of Second Witness	
Acknow	<u>ledgement</u>
ACMION	<u>reagement</u>
State of)
County of	
, 2017, by Pam Feagle, as Ch	acknowledged before me on this day of airperson of the Taylor County, Florida- Board of
County Commissioners, and on behalf of the	County. She is personally known to me or has
producedas i	dentification.
SEAL	
	Notary Public
	Print name
	My commission expires



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD CONSIDER THE BID COMMITTEES

RECOMMENDATION FOR BID RECEIVED FOR CONSTRUCTION

OF THE SHADY GROVE COMMUNITY CENTER.



MEETING DATE REQUESTED:

OCTOBER 17, 2017

Statement of Issue:

THE BOARD TO RECEIVE BID COMMITTEE

RECOMMENDATION FOR THE CONSTRUCTION OF THE SHADY GROVE COMMUNITY CENTER AND IDENTIFY

FUNDING FOR COMPLETION OF THE PROJECT.

Recommended Action: ACCEPT BID

Fiscal Impact:

BID COST \$307,200

Budgeted Expense: PARTIALLY BUDGETED

Submitted By:

COUNTY ADMINISTRATOR 838-3500 X 7

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD RECEIVED ONE BID FROM MICHAEL LYNN CONSTRUCTION FOR \$307,200 ON SEPTEMBER 19, 2017. THE BID COMMITTEE MET ON OCTOBER 9, 2017 AND FOUND THAT THE BID PACKAGE WAS COMPLETE AND INCLUDED THE REQUIRED LIABILITY AND WORKERS COMPENSATION INSURANCE, PRIOR RELATED EXPERIENCE, WORK HISTORY AND PUBLIC ENTITY CRIMES STATEMENT. THE BID COMMITTEE RECOMMENDS THAT THE BOARD OF COUNTY COMMISSIONERS ACCEPT THE BID FROM MICHAEL LYNN, INC. FOR PURPOSES OF DETERMINING A SUITABLE FUNDING SOURCE. THE BID COMMITTEE ALSO NOTED THAT APPLIANCES WERE EXCLUDED FROM THE BID PRICE.

Options:

Attachments:

BID

BID COMMITTEE MEMORANDUM



TAYLOR COUNTY BUILDING & PLANNING DEPARTMENT

MEMORANDUM

TO: Board of County Commissioners

FROM: Bid Committee

RE: Shady Grove Community Center bid

DATE: October 9, 2017

The bid committee for the Shady Grove Community Center bids, consisting of LaWanda Pemberton, Kenneth Dudley, and Danny Griner met on October 9, 2017 to discuss the bid result for the bid that was received by the Board on September 19, 2017. The amount of the sole bid received was as follows:

COMPANY	TOTAL LUMP SUM PRICE	
MICHAEL LYNN INC	\$307,200.00	

The Bid Committee noted that the bid package for Michael Lynn, Inc. was complete and included the required liability and workers compensation insurance. The Committee further noted that the packet included the required prior related experience, work history and Public Entity Crimes Statement.

The Bid Committee recommends that the Board of County Commissioners accept the bid from Michael Lynn, Inc. for purposes of discussing a suitable funding source, with the understanding that a contract will not be executed until a funding source endorsed by the Board is found. The Bid Committee also noted that appliances were excluded in the bid price.

aWanda Pemberton

Kenneth Dudley

Danny Griner

SHADY GROVE COMMUNITY CENTER

TOTAL LUMIT SUM	FRICE. 5	<u> </u>	, 200.	
				:
Bidder acknowledges t	hat the award of this p	project or any port	ion thereof will b	e contingent upon
the availability of fund of County Commission engineering.	oners reserves the r	ight to award th	ne project in its one project for p	ntirety, the Board urposes of value
* * *	Λ11 / L		_	
COMPANY NAME:	Michael	LYNN,	Inc.	
SUBMITTED BY:	Michae	Print Name	\	
\wedge			1	
7/4	3	• •	9 15	H
Signatu	re V			Date \

(please place this sheet at the front of the bid package)

JIM MOODY District 2 FRANK RUSSELL District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk P.O. Box 620, Perry, FL 32348 (850) 838-3506 Phone (850) 838-3549 Fax TED LAKEY, County Administrator 201 E. Green Street, Perry, FL 32347 (850) 838-3500, extension 6 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR. County Attorney P.O. Box 167, Perry, FL 32348 (850) 584-6113 Phone (850) 584-2433 Fax

PROPOSAL CHECKLIST

Check Items Included:

<u> </u>	1.	Required proposal information referenced above.
~	2.	Certificate of Liability Insurance or Agent Statement as outlined in the General Considerations (MUST BE INCLUDED).
<u> </u>	3.	Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State, Articles of Incorporation, and Taylor County Workers Compensation Hold Harmless Agreement (MUST BE INCLUDED WITH BID).
V	4.	Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (AFFIDAVIT ENCLOSED).

Checklist Please include with proposal.

ATTACHMENT "A"

SCOPE OF WORK:

SHADY GROVE COMMUNITY CENTER

Construct a community center building in accordance with the plans titled "SHADY GROVE COMMUNITY CENTER" dated 6/14/17 and available at the Taylor County Building Department.

Install complete high efficiency HVAC system with supply and return register locations as needed. Air Handler and condensing unit to be field located by contractor. Install commercial hood system in accordance with the Florida Mechanical Code.

Install complete electrical system with fixture and device locations in accordance with the plans. Install emergency lighting in accordance with the Florida Building Code.

Install complete plumbing system with fixture locations as shown on plans. Connect building plumbing system to existing on-site Limited Use Public Water System. Include costs for all modifications required to comply with FDEP requirements for a Transient Non-Community Water System with Food Service. Proposal to include all permitting, materials, equipment, fittings, etc. and any necessary pre-proposal investigations of existing system and equipment to provide a verified permittable working system upon completion and installation. FDEP contact – Joni Petry, PH 904.256.1606, Joni.Petry@dep.state.fl.us.

Install complete On-Site Sewage Treatment and Disposal System in accordance with FDEP and FDOH rules and requirements including a required 100 ft setback from potable water wells, building occupancy of 84 persons (420 gpd), 750 gallon grease interceptor, 1,200 gallon tank and 525 sf of drain field. Proposal to include all permitting, materials, equipment, fittings, etc. and any necessary pre-proposal investigations to provide a verified permittable working system upon completion and installation. FDOH contact James Rachal. PH 850-223-5125. James.Rachal@flhealth.gov. Drain field to be installed between proposed building location and basketball court accounting for required structure and property setbacks.

Install an accessible ramp with accessible route to a handicapped parking space. Ramp to be field located by contractor.

Michael Lynn Inc. P.O. Box 813 Perry, Florida 32348 (850) 584-9035

I am figuring a 5 ton heat pump for the reception area and a 3 ton for the kitchen and bathrooms. Load calc. came out to a little over 8.5 tons, but some of that can be trimmed down, for instance the stove won't be on from 8 am to 6 pm, but may be in a few instances, and the ice machine won't continuously run, it will fill up and shut off, plus, there won't always be 100 people in the building But, even if there are 100 people in the room and all the appliances are running and it is 2 p. in late July, we are still real close.

Septic system quoted for in ground system if an above ground is needed additional field dirt will be required at an additional cost.

Oak cabinets with Formica countertops are included in quote.

Flooring allowance quoted at \$5.00 per sq. ft. installed.

Appliances other than hood system are not included.

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

comes now, Michiel Lynn, Inc., and after having obtained a State of Florida Worker's Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

TAYLOR COUNTY SHADY GROVE COMMUNITY CENTER

- 1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.
- 2. I also hereby indemnify and release Taylor County, 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 rehabilitation or any expense as a result of any injury on said project.
- 3. I hereby release Taylor County from any liability of whatever kind or nature as a result of any injury on the above project.
- 4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.
- 5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this 12 STATE OF FLORIDA **COUNTY OF TAYLOR** I hereby certify that on this day personally appeared before me, an officer duly authorized administer take acknowledgments, to oaths and , personally known to me (/) produced identification () to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed. Witness may hand and official seal this 1 2017. **NOTARY PUBLIC** My Commission Expires: Accepted by Taylor County, Florida this _____ day of _____, 2017, by

9.1 (1.1) 1.1 At

1.6

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

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

1.	This sworn statement is submitted with Bid, Proposal or Contract No
	for Shady Grove Community Center
2.	This sworn statement is submitted by Michael Lynn, Inc.
	(Name of entity submitting sworn statement) Whose business address is
	Peris F 32348 and
	(if applicable) its Federal Employer Identification Number (FEIN) is 59-31737-7,
	(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
	statement:
3.	My name is and my relationship to the entity
	name above is OW WEC
	and the control of th

- 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)

,				• • •
shareho	the entity submitting this sworn olders, employees, members or agents as been charged with and convicted of	s who are active in ma	nagement of the entity	, nor affiliate of the
share he with an	ity submitting this sworn statement, olders, employees, members, or agen and convicted of a public entity crimal statement applies.)	its who are active in m	anagement of the entit	v has been charged
<u> </u>	There has been a proceeding condition of Administrative not place the person or affiliate or order).	e Hearings. The final	order entered by the	hearing officer did
MA	The person or affiliate was placed proceeding before a hearing office. The final order entered by the he remove the person or affiliate from order.)	e of the State of Floricaring officer determine	da, Division of Admin ned that it was in the	nistrative Hearings.
46	The person or affiliate has not be action taken by or pending with the	en placed on the con Department of Genera	victed vendor list. (P	lease describe any
• • •	: •		(Signatur	10. poses 10. poses
STATE OF	la da		9 15 17 (Date)	i de la compania del compania de la compania de la compania del compania de la compania del com
	7 0-			
COUNTY OF	- day or	•		and Control Devices
PERSONALLY	APPEARED BEFORE ME, the unde		lichad K.L.	un,
who after first be	eing sworn by me, affixed his/her signal, and the signal of the signal o	nature in the space pro	Donal	day
My commission	expires: <u>912420</u> I	NOTA FORM PUR 7068 (Re	RY PUBLIC v. 11/89)	

The significant of the second
NO. 2001

T. 1/ 1

CERTIFICATE OF LIABILITY INSURANCE

9/15/2017

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must 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

th _ce	e terms and conditions of the policy ertificate holder in lieu of such endor	r, cerí rsema	ain p ent(s)	odicies may require an e).	ndorse	ment. A sta	tement on th	is certificate does not conf	er rights to the
	DUCER		,-,-,		CONTA	CT Charler	e Ohler		
LRA	Insurance				PHONE	o,Ext): (407)	838-3445	FAX (A/C, No): (40)	7) 838-3460
498	S S Lake Destiny Dr				E-MAIL ADDRE	ss.cohler	lrainsur	ance.com	
	_				1			DING COVERAGE	NAIC #
0rl	ando FL 32	810			INSURE			ployers Ins Co	10701
INSU	RED				INSURE				
	chael Lynn Inc.				INSURE				
P.C). Box 813				INSURE	-			
					INSURE	RE:			
Per		348			INSURE	RF:			
				NUMBER:17/18				REVISION NUMBER:	
IN CE	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	EQUIR PERT	EMEI AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT THE POLICIE:	OR OTHER I	DOCUMENT WITH RESPECT TO ALL	O WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL	SUBR				POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$	
	CLAIMS-MACE OCCUR							DAMAGE TO RENTED PREM SES (Ea occurrence) \$	
								MED EXP (Any one person) \$	
								PERSONAL & ADVINLERY \$	
	CEN'L ACCRECATE LIMIT APPLIES FER							CENERAL AGCRECATE \$	
ĺ	POLICY PRO- LOC							PRODUCTS - COMP/OP AG3 \$	
	OTHER:							\$	
	AUTOMOBILE LIABILITY							CCMBINED SINGLE LIMIT (Ea eccident) \$	
	ANY ALTO							BODILY INJURY (Per person) \$	
	ALL OWNED SCHEDULED AUTOS							BODII Y INJURY (Per accident) \$	
	HIRED AUTOS NON-OWNED AUTOS	1						PROPERTY DAMAGE (Per accident) \$	
								\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	
	EXCESS LIAB CLA MS-MADE	1						AGGREGATE \$	
	DED RETENTION\$							ţ.	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							* PER CTH- STATUTE ER	
	ANY PROPRIETOR/FARTNER/EXECUTIVE OFFICER/VEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT \$	500,000
A	(Mandatory in NH) If yes, describe under			0830-16117		4/1/2017	4/1/2018	E.L. DISEASE - EA EMPLOYEE \$	500,000
_	DESCRIPTION OF OPERATIONS below	ļ						E.L. DISEASE - POLICY LIM T \$	500,000
ı									
لــــ		<u> </u>							
ÆSC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedu	ile, may b	e attached if mor	e space is requi	ed)	
CER	TIFICATE HOLDER				CANC	ELLATION			
Taylor County Board of County Commissioners FO Box 260			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	Perry, FL 32348					RIZED REPRESER		Thomas 7. Fo	loom III
							IIIJU		

@ 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) INS025 (201401) The ACORD name and logo are registered marks of ACORD



A Member of Great American Insurance Group A Stock Insurer • P.O. Box 988 • Lakeland, FL 33802-0988

WORKERS COMPENSATION AND EMPLOYERS LIA	BILITY IN	SURANCE POLI	CY INFORM	ATION PAGE
Carrier code 31267		Policy nu	ımber <u>830-1</u>	6117
Item 1. Insured		5 1044.5	00520500	2
Name Michael Lynn, Inc.		RISK I.D.	095205097	
and Mailing PO Box 813 Address Perry, FL 32348-0813			nership	_ Corporation _ Subchapter "S"
Other workplaces not shown above:		FEIN 5	9-3173779	
SEE EXTENSION OF INFORMATION PAGE ITEM 1				
Item 2. Policy period				
From <u>04/01/17</u> to <u>04/01/18</u> 12:01 a	a.m. standard	d time at the address	of the insured a	s stated herein.
Item 3. Coverage A. Workers Compensation Insurance: Part One of the policy ap Florida	plies to the	Workers Compensati	on Law of the si	tates listed here:
Bodily Injury by Disease \$ 5	to work in e 00,000 00,000	ach state listed in Ite each accident each employee policy limit	m 3.A. The limit	s of our liability
C. Other States Insurance: Part Three of the policy applies to the Alabama Arkansas Georgia Indiana Kentucky Louisian Tennessee Texas			South Carolin	a
D. This policy includes these endorsements and schedules: SEE EXTENSION OF INFORMATION PAGE ITEM 3.D				
Item 4. Premium The premium for this policy will be determined by our Manuals of I required below is subject to verification and change by audit.	Rules, Class	ifications, Rates and	Rating Plans. A	ll information
Classifications	Code No.	Premium Basis: Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premiun
SEE EXTENSION OF INFORMATION PAGE ITEM 4				
	Total E	stimated Annual Pren	mium \$	26,965.60
Minimum Premium \$1,200.00		Expense Con	stant \$	200.00
Countersigned by		Date 02/09/1	17	

EXTENSION OF INFORMATION PAGE WC 00 00 01 A - ITEM 1

CARRIER: Bridgefield Employers Insurance Company

P.O. Box 988

Lakeland, FL 33802-0988

(863)665-6060

INSURED: Michael Lynn, Inc.

DBA:

300 E Hampton Springs Ave

Perry, FL 32347-3354

AGENCY: Florida Insurance Consultants, Inc. - 3082

P O Box 948173 Maitland, FL 32794 (850)894-3641

POLICY NUMBER: 830 - 16117

POLICY PERIOD: 04/01/17 - 04/01/18

Other workplaces

Michael Lynn, Inc. 300 E Hampton Springs Ave Perry, FL 32347-3354 FEDERAL ID# 59-3173779 **CORPORATION**

Date Prepared: 02/09/17

WC 00 00 01 A - ITEM 1



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of MICHAEL LYNN, INC., a Florida corporation, filed on April 7, 1993, as shown by the records of this office.

The document number of this corporation is P93000025559.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Seventh day of April, 1993

THE STATE OF THE S

CR2EO22 (2-91)

Jim Smith

Secretary of State

ARTICLES OF INCORPORATION

<u>of</u>

MICHAEL LYNN, INC.

The undersigned incorporator, a natural person competent to contract, hereby forms a corporation under the laws of the State of Florida.

ARTICLE I - NAME

The name of this corporation shall be:

MICHAEL LYNN, INC.

ARTICLE II - ADDRESS OF PRINCIPAL OFFICE

The address of the principal office of the corporation is Rt. 3, Box 556, Perry, Florida 32347.

ARTICLE III - CAPITAL STOCK

The corporation shall be authorized to issue the following classes of stock with the indicated maximum number of shares outstanding at one time:

CLASS PAR VALUE AUTHORIZED SHARES
Common \$.10 5,000

The common shares shall be the only voting shares of the corporation, and a majority of said common shares shall be sufficient to decide any question duly presented for a vote of the stockholders unless a greater percentage shall be required by the laws of the State of Florida.

ARTICLE IV - INITIAL REGISTERED OFFICE AND RESIDENT AGENT

The street address of the initial registered office of the corporation shall be Rt. 3, Box 556, Perry, Florida 32347. The initial registered agent of the corporation at such address shall be MICHAEL LYNN.

ARTICLE V - INCORPORATOR

The name and address of the incorporator is:

NAME:

ADDRESS:

Thomas F. Panebianco

Post Office Box 938 (32302) 4412 West Pensacola Street (32304) Tallahassee, Florida

THOMAS F. PANEBIANCO

CERTIFICATE DESIGNATING (OR CHANGING) PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the

following is submitted, in compliance with said Act:

First--That MICHAEL LYNN, INC. (Name of Corporation) desiring to organize under the laws of the State of Florida (Florida) with its principal office, as indicated in the articles of incorporation at City of Perry County (City) Florida , State of Taylor (State) (County) Michael Lynn has named (Name of Resident Agent) Rt. 3, Box 556 located at (Street address and number of building, Post Office Box address not acceptable) Perry ' ____, County of____ Taylor (City) (County) State of Florida, as its agent to accept service of process within this state. (MUST BE SIGNED BY DESIGNATED AGENT) ACKNOWLEDGMENT: Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

(resident agent)

Michael Lynn Inc. P.O. Box 813 Perry, Florida 32348 (850) 584-9035

Firm Overview

Michael Lynn Inc. was established in 1993. Over the last twenty-four years we have successfully completed over 800 projects within the residential and commercial construction sectors. A results oriented company with the ability to coordinate multiple projects and teams simultaneously, coupled with the skill to effectively manage staff of all levels and diverse backgrounds.

Michael Lynn Inc. can oversee and manage the plan, design, and development of all your residential and commercial projects. We have completed projects as large as 90,000 square feet.

Key personnel include myself, my secretary and job superintendent as well as a host of qualified employees.

References

<u>Name</u>	Phone #	Type
Fred Morgan	850-584-5977	Residential
Terry Turner	386-325-2023	Residential
Billy Grant	850-584-2118	Residential
Jim Bassett	850-838-7020	Residential/Commercial Office
Jimmy Giddens	850-584-3448	Commercial Office Warehouse
Joan Mershman	850-584-7786	Commercial Office Warehouse/Residential
Jeff Mershman	850-584-7786	Commercial Office Warehouse/Residential
Cashway Building Products	s 850-584-3519 Bud Helm	Supplier
Pearson's Ready Mix Conc	rete 386-294-3637 Tommy Pearson	Supplier
Southern Builders	229-242-4750 Fonby Hardin	Supplier
Sherwin Williams	850-584-6514 Dana Markey	Supplier
Capital City Bank	850-584-2057 Debbie Bassett	Bank
Citizens State Bank	850-584-4411 Marvin Brooks	Bank
Merrill-Hancock & Turner		Insurance
Bridgefield Employers Ins.		Insurance

Prior Related Experience

Boys & Girls Club

City of Perry 918 N. Washington Perry, Fl 32347 Emily@ketring.com

New Boys and Girls Club facility \$250,353.00 Completed 10/19/15

Big Top Manufacturing

3255 Hwy 19 Perry, Fl 32348 Jeff Merschman

Remodel of existing building \$150,500.00 Completed 3/2/16

Elks Club

Perry Lodge #1851 PO Box 986 Perry, Fl 32347 Felix Nall

Addition to existing building \$143,000.00 Completed 8/28/15

Timeline

Projected start date of October $16^{\rm th}$, 2017 Project will take approximately 5-6 months to complete.

16)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve bid award recommendation for bids received for the demolition and reconstruction of the homes of Kimberly Sparks and Dallas Myers through the SHIP program. The bids were received and opened at the October 2, 2017 meeting.

MEETING DATE REQUESTED:

October 17, 2017

Statement of Issue: Board to approve bid committee recommendation for the demolition and reconstruction of the homes of Kimberly Sparks and Dallas Myers.

Recommended Action: Approve bid committee recommendation

Fiscal Impact: Not applicable. The projects are 100% funded through the SHIP Program.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board received bids for the demolition and

reconstruction of two homes at the October 2, 2017 Board

meeting. The bid committee recommendation is as

follows:

DEMO AND RECONSTRUCTION Kimberly Sparks 691 Puckett Rd. Perry Florida Homes, Inc. \$71,206

Dallas Myers 9150 S. US Hwy 19, Perry Florida Homes, Inc. \$74,809

The Bid Committee was Jay Moseley with Government Services Group, LaWanda Pemberton, Jami Boothby, and Melody Cox.

Attachments: Bid Tabulation Sheet, and Bid Recommendation

MEMORANDUM

TO:

Taylor County Board of County Commissioners

FROM:

Jay Moseley, Senior Consultant

SUBJECT:

Bid Award Recommendations

DATE:

October 17, 2017

BID AWARD

On October 2, 2017 sealed bids were received and opened for two houses in the Taylor County SHIP Program for Housing Rehabilitation/Replacement. The bids received were accepted and opened at a regular commission meeting. These bids were reviewed and recommendations are made in accordance with the Local Housing Assistance Plan. The applicant, recommended bidder and the amount for this house is listed below:

HOUSING REHABILITATION SHIP GRANT

Kimberly Sparks	RECOMMENDED BIDDER	AMOUNT		
Kimberly Sparks	Florida Homes, Inc.	\$71,206*		
Dallas Myers	Florida Homes, Inc.	\$74,809**		

^{*}While the actual bid for this house was \$72,206, the scope of work will be reduced to eliminate the porch.

Recommended Action # 1: Award the houses as identified above.

Attachments:

Bid Tabulation with Recommendations

Photo of Work Reduction Amounts

^{**}While the actual bid for this house was \$77,309 the scope of work will be reduced by eliminating the porch, stucco, and parking pad.

TAYLOR COUNTY SHIP BID TABULATION

MONDAY October 2, 2017

Contractor	Kimberly Sparks	Dallas Myers		
Florida Homes, Inc.	\$ 72,206.00	\$ 77,309.00		
Certified Roofing and Construction, Inc.	\$ 77,350.00			
Jerry Walters Construction, Inc.	\$ 73,500.00	\$ 78,900.00		
Note - Scope of Work reduced on both houses.				
Recommended Contractor	Elevido Hanna			·
Accommonded Contractor	Florida. Homes	Florida Homes		

Opened By:

Annie Mae Murphy, Clerk

Witnessed by:

Melody Cox

Bid Opening:

Signature

Signature

Monday October 2, 2017

Annie Mae Murphy, Clerk

Melody Cox

BOCC Meeting

Sparler 72,206 9×15
-1,000 delete porek
71,206

77,309
-1,000 delete 9x15porch
-1,000 delete stacco
-500 delete 20x14
-909

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to discuss recommendations staff is making for the update to the Housing Initiative Partnership (SHIP) Local Housing Assistance Plan (LHAP). The update to LHAP is a requirement by Florida Housing Finance Corporation for the County to be eligible to receive SHIP funds.

MEETING DATE REQUESTED:

October 17, 2017

Statement of Issue: The County is required to update the LHAP at least once every

three years or if there are any proposed changes to the program to be eligible to receive SHIP funding. The update must be completed and approved by Florida Housing Finance Corporation by April 2018. Staff is requesting Board input for proposed recommendations listed below in

History, Facts & Issues.

Recommended Action: Board input and/or approval of changes staff is

recommending to the LHAP.

Fiscal Impact: The County received \$350,000 FY 2017-2018 through the SHIP Program. No match is required from the County. The County is required to update the LHAP and have it approved by the state a minimum of once every three years to be eligible for funding.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is required to submit an updated LHAP to the state at least once every three years to be eligible for SHIP funding. The LHAP was last updated and approved April 6, 2015. Prior to that update, many of the recipients of the SHIP Program received assistance numerous times and there was a waiting list of more than three years to receive assistance. Staff requested and the Board approved that recipients could receive assistance one time and one time only due to some receiving assistance repeatedly while others did not receive assistance or had to wait several years for assistance. After working closely with the program changes the past few years, staff is requesting

that the Board approve providing assistance to SHIP recipients more than one time BUT set a cap of \$25,000 combined assistance and at no more than once every ten years. Staff is also requesting that if an approved recipient has no more than \$10,000 of repairs on their homes that staff and/or GSG is authorized to obtain three quotes and fore- go the bidding process to complete the required repairs on the home. This amount is in compliance and within the guidelines of the County's procurement policy. There are numerous cases where homeowners need a new roof or roof repairs, or the replacement of heating and cooling systems where additional costs and repairs could be avoided if we moved forward quickly with said repairs to the home.

SHIP funds are used for housing rehabilitation including demolition and reconstruction, and First Time Home Buyers Down Payment Assistance. SHIP funds can also be used to repair homes in the event of a declared disaster. The County currently provides a maximum of \$25,000 for rehabilitation assistance and a maximum of \$10,000 to qualified First Time Homebuvers. The maximum allowable amount for a demolition and new construction is \$75,000. The County is required to expend at least 10% of the SHIP funds on disabled homeowners. The County has already met this requirement for FY 2017-2018 funding. The County set aside \$125,000 of the FY 2017-2018 SHIP funds as a match for a \$750,000 CDBG grant which was recently awarded to the County. Government Services Group assists the County with the administration of the SHIP Program and their fees are paid for with the SHIP grant funds.

Attachments: Not applicable. Staff is requesting Board input at this time.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to discuss preparation of and the fifteen year budget for the Restore Act Direct Component Multi-Year Implementation Plan (MYIP).

MEETING DATE REQUESTED:

October 17, 2017

Statement of Issue: County staff and Langton Consulting firm is in the process of preparing the MYIP and associated documents for

submission to the Department of Treasury for approval to be eligible to receive RESTORE Act funding. Board input is needed for the preparation of the long term budget for

the use of the Restore Act funds.

Recommended Action: Board to discuss and provide input for the long term budget

for the expenditure of Restore Act funds which the County

will be using for canal dredging.

Fiscal Impact: The MYIP must be approved by the Department of Treasury before the County is eligible to submit grant application(s) to access the Restore Act funds allocated to Taylor County.

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County had determined the Pot 1 Restore Act funds

will be used for canal dredging at Keaton Beach,

Steinhatchee Boat Ramp Basin, Dark Island, Cedar Island and Dekle Beach. The County will receive \$4,076,136.56 over a fifteen year period. Staff is requesting input from the Board for the budget being prepared for the MYIP.

Attachments: Allocation Information and project dredging costs per the Canal

Dredging In Taylor County Preliminary Engineering Report

prepared by Jones Edmunds

PROJECTED BP ANNUAL DEPOSITS INTO THE GULF COAST RESTORATION TRUST FUND

PURSUANT TO THE CONSENT DECREE ACCEPTED ON APRIL 4, 2016 BY THE EASTERN FEDERAL DISTRICT COURT OF NEW ORLEANS

Estimated Gross Allocations Cumulative by Year Through 2031¹

Please refer to Gulf Coast Restoration Trust Fund: Trust Fund Allocations Tables to Determine the Amounts Available and Funds Remaining after Obligations or Transfers.

Treasury-Administered Direct Component: Florida County Formula Allocation Estimates

Florida County	Allocation Formulae for Florida's Direct Component Share	Gross Allocations Before Transfers and Obligations As of June 30, 2016 ²	Estimated Gross Allocations Cumulative Through Year 1 with BP Proceeds (2017) ¹	Estimated Gross Allocations Cumulative Through Year 2 with BP Proceeds (2018) ¹	Estimated Gross Allocations Cumulative Through Year 3 with BP Proceeds (2019) ¹	Estimated Gross Allocations Cumulative Through Year 4 with BP Proceeds (2020) ¹	Estimated Gross Allocations Cumulative Through Year 5 with BP Proceeds (2021) ¹	Estimated Gross Allocations Cumulative Through Year 10 with BP Proceeds (2022 - 2026) ¹	Estimated Gross Allocations Cumulative Through Year 15 with BP Proceeds (2027 - 2031) ¹
Disproportionately Affected: 75%				17 THE R. P. LEWIS CO., LANSING, MICH.					
Bay	15.101453044%	\$ 7,414,146.98	\$ 9,653,963.25	\$ 10,856,872.09	\$ 13,262,689.78	\$ 15,668,507.47	\$ 18,074,325.16	\$ 30,103,413.61	\$ 42,132,502.05
Escambia	25.334760043%	\$ 12,438,249.11	\$ 16,195,848.30	\$ 18,213,892.97	\$ 22,249,982.33	\$ 26,286,071.69	\$ 30,322,161.05	\$ 50,502,607.85	\$ 70,683,054.63
Franklin	8.441253238%	\$ 4,144,282.81	\$ 5,396,272.03	\$ 6,068,661.51	\$ 7,413,440.47	\$ 8,758,219.43	\$ 10,102,998.39	\$ 16,826,893.19	\$ 23,550,787.99
Gulf	6.743202296%	\$ 3,310,614.74	\$ 4,310,752.55	\$ 4,847,883.49	\$ 5,922,145.37	\$ 6,996,407.25	\$ 8,070,669.13	\$ 13,441,978.53	\$ 18,813,287.93
Okaloosa	15.226456794%	\$ 7,475,518.31	\$ 9,733,874.88	\$ 10,946,740.92	\$ 13,372,473.00	\$ 15,798,205.08	\$ 18,223,937.16	\$ 30,352,597.56	\$ 42,481,257.95
Santa Rosa	10.497314919%	\$ 5,153,718.35	\$ 6,710,658.38	\$ 7,546,823.81	\$ 9,219,154.67	\$ 10,891,485.53	\$ 12,563,816.39	\$ 20,925,470.69	\$ 29,287,124.98
Wakulla	4.943148294%	\$ 2,426,867.66	\$ 3,160,025.19	\$ 3,553,772.52	\$ 4,341,267.19	\$ 5,128,761.86	\$ 5,916,256.53	\$ 9,853,729.88	\$ 13,791,203.22
Walton	13.712411372%	\$ 6,732,188.82	\$ 8,765,985.31	\$ 9,858,249.80	\$ 12,042,778.79	\$ 14,227,307.78	\$ 16,411,836.77	\$ 27,334,481.72	\$ 38,257,126.65
Subtotal (75% share)	100.000000000%	\$ 49,095,586.78	\$ 63,927,379.89	\$ 71,892,897.11	\$ 87,823,931.60	\$ 103,754,966.09	\$ 119,686,000.58	\$ 199,341,173.03	\$ 278,996,345.40
Nondisproportionately Impacted: 25%									
Charlotte	5.162%	\$ 844,771.39	\$ 1,099,977.11	\$ 1,237,037.11	\$ 1,511,157.11	\$ 1,785,277.11	\$ 2,059,397.11	\$ 3,429,997.11	\$ 4,800,597.11
Citrus	4.692%	\$ 767,854.98	\$ 999,824.22	\$ 1,124,404.91	\$ 1,373,566.29	\$ 1,622,727.67	\$ 1,871,889.05	\$ 3,117,695.95	\$ 4,363,502.85
Collier	7.019%	\$ 1,148,673.08	\$ 1,495,687.60	\$ 1,682,054.15	\$ 2,054,787.25	\$ 2,427,520.35	\$ 2,800,253.45	\$ 4,663,918.95	\$ 6,527,584.45
Dixie	3.484%	\$ 570,163.42	\$ 742,409.99	\$ 834,916.20	\$ 1,019,928.62	\$ 1,204,941.04	\$ 1,389,953.46	\$ 2,315,015.56	\$ 3,240,077.65
Hernando	4.982%	\$ 815,314.04	\$ 1,061,620.68	\$ 1,193,901.37	\$ 1,458,462.75	\$ 1,723,024.13	\$ 1,987,585.51	\$ 3,310,392.41	\$ 4,633,199.31
Hillsborough	13.339%	\$ 2,182,953.44	\$ 2,842,424.40	\$ 3,196,597.85	\$ 3,904,944.75	\$ 4,613,291.65	\$ 5,321,638.55	\$ 8,863,373.05	\$ 12,405,107.54
Jefferson	3.834%	\$ 627,441.60	\$ 816,991.92	\$ 918,791.23	\$ 1,122,389.85	\$ 1,325,988.47	\$ 1,529,587.09	\$ 2,547,580.19	\$ 3,565,573.29
Lee	8.776%	\$ 1,436,209.57	\$ 1,870,088.96	\$ 2,103,106.89	\$ 2,569,142.75	\$ 3,035,178.61	\$ 3,501,214.47	\$ 5,831,393.77	\$ 8,161,573.07
Levy	3.894%	\$ 637,260.72	\$ 829,777.39	\$ 933,169.80	\$ 1,139,954.63	\$ 1,346,739.46	\$ 1,553,524.29	\$ 2,587,448.44	\$ 3,621,372.59
Manatee	6.809%	\$ 1,114,306.17	\$ 1,450,938.43	\$ 1,631,729.12	\$ 1,993,310.50	\$ 2,354,891.88	\$ 2,716,473.26	\$ 4,524,380.16	\$ 6,332,287.06
Monroe	8.297%	\$ 1,357,820.28	\$ 1,768,018.24	\$ 1,988,317.89	\$ 2,428,917.20	\$ 2,869,516.51	\$ 3,310,115.82	\$ 5,513,112.37	\$ 7,716,108.92
Pasco	7.079%	\$ 1,158,492.20	\$ 1,508,473.08	\$ 1,696,432.73	\$ 2,072,352.04	\$ 2,448,271.35	\$ 2,824,190.66	\$ 4,703,787.21	\$ 6,583,383.76
Pinellas	11.002%	\$ 1,800,498.81	\$ 2,344,430.10	\$ 2,636,552.17	\$ 3,220,796.31	\$ 3,805,040.45	\$ 4,389,284.59	\$ 7,310,505.29	\$ 10,231,725.98
Sarasota	7.248%	\$ 1,186,149.38	\$ 1,544,485.50	\$ 1,736,932.40	\$ 2,121,826.19	\$ 2,506,719.98	\$ 2,891,613.77	\$ 4,816,082.72	\$ 6,740,551.67
Taylor	4.383%	\$ 717,286.52	\$ 933,979.02	\$ 1,050,355.23	\$ 1,283,107.64	\$ 1,515,860.05	\$ 1,748,612.46	\$ 2,912,374.51	\$ 4,076,136.56
Subtotal (25% share)	100.000%	\$ 16,365,195.60	\$ 21,309,126.64	\$ 23,964,299.05	\$ 29,274,643.88	\$ 34,584,988.71	\$ 39,895,333.54	\$ 66,447,057.69	\$ 92,998,781.81
Florida Total		\$ 65,460,782.38	\$ 85,236,506.53	\$ 95,857,196.16	\$ 117,098,575.48	\$ 138,339,954.80	\$ 159,581,334.12	\$ 265,788,230.72	\$ 371,995,127.21

¹ For illustrative purposes, estimates through April 2031 assume 15 annual deposits pursuant to the BP consent decree accepted by the Eastern Federal District Court of New Orleans on April 4, 2016, and are adjusted for sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended, by withholding the year-one sequestration for the succeeding 15 years due to the uncertainty of sequestation in future years.

² These totals include Transocean Penalty and interest Payments and the single payment of the December 16, 2015, Anadarko Petroleum Corporation Judgment, Issued by the United States District Court for the Eastern District of Louisiana, comprised of a civil penalty plus penalty interest, adjusted for Fiscal Year 2016 sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended.

KEATON BEACH CANAL DREDGING

2018

\$1,050,355.23	Total Allocation
\$ 85,000.00	Design, Engineering and Permitting
\$ 880,000.00	Dredging Cost
\$ 965,000.00	SUB-TOTAL
\$ 28,950.00	3% Grant Writing
\$ 67,550.00	7% Grant Administration
\$1,061,500.00	TOTAL COST
\$1,050,355.23	TOTAL ALLOCATION
\$ 11,145.77	Funding Needed From BOCC

County hauling dredged materials

No Contingency

Table C-2 Keaton Beach Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)	
Engi	neering Servi	ices			
Design and Permitting	1	Each	\$65,000	\$65,000	
Hydrographic Survey	1	Each	\$20,000	\$20,000	
Construction Administration & Observation	1	Each	\$60,000	\$60,000 💁	
Subtotal				\$1 45,00 0 555	600
	Construction				
Mobilization/Demobilization	1	Each	\$35,000	\$35,000	
Dredging and Pumping Cost (In situ Volume)	31,700	CY	\$15	\$476,000	
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000	
Return Water Discharge Structure	1	Each	\$5,000	\$5,000	
Mechanical Separator (Hydrocyclone)	31,700	CY	\$5	\$159,000	
Geotextile Tubes	2,570	LF	. \$25	\$65,000	
Polymer Treatment - Settling In Containment Berm	31,700	CY	\$2	\$64,000	
Sediment and Erosion Control	1	Each	\$25,620	\$26,000	
Contingency (25%)				\$2 20,00 0 oa+	
Subtotal				\$ 1,100,00 0 \$5	10,00
Haul to Zone 1	25,360	CY	\$10	\$254,000 j	
Project Total				\$1,354,000	
Haul to Zone 2	25,360	CY	\$10	\$254,000	
Project Total	10 A COMP. AND 100	. The same of the	The second secon	\$1,354,000	
Haul to Zone 3	25,360	CY	\$14	\$356,000	
Project Total	er yay mentor gamen ye ne needle m Z	rgettor tributoria esti il dired	erende in service en	\$1,456,000	
Haul to Zone 4	25,360	CY	\$18	\$457,000	
Project Total	man stringship of other	Company of the Same	enter ent i i i i i i i i i i i i i i i i i i i	\$1,557,000	

¹ Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

965,000 Substated 96,500 Odddernal Dens 1,061,500 Project Cree 1,050, 355 Jetel Allocation 11, 145 County Durch

² Estimated costs are rounded to nearest thousand

³ Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

STEINHATCHEE BOAT RAMP BASIN DREDGING OPTIONS

OR

7	n	1	n
Z	U	1	y

\$1	,283,107.64	TOTAL ALLOCATION
-\$1	,050,355.23	Previously Expended Keaton Canals
\$	232,752.41	Available Funds
\$	50,000.00	Engineering, Permitting, Survey
\$	251,000.00	Dredging Costs
\$	301,000.00	SUB-TOTAL
\$ \$	301,000.00 9,030.00	SUB-TOTAL 3% Grant Writing
	-11	
\$	9,030.00	3% Grant Writing
\$ \$	9,030.00 21,070.00	3% Grant Writing 7% Grant Administration
\$ \$ \$	9,030.00 21,070.00 331,100.00	3% Grant Writing 7% Grant Administration TOTAL COST
\$ \$ \$	9,030.00 21,070.00 331,100.00 232,752.00	3% Grant Writing 7% Grant Administration TOTAL COST BP Funds

No Contingency or Hauling Fees Included

2020

\$1	,515,860.05	TOTAL ALLOCATION
<u>-\$1</u>	.,050,355.27	Previously Expended Keaton Canals
\$	465,504.78	Available Funds
\$	50,000.00	Engineering, Permitting, Survey
\$	251,000.00	Dredging Costs
<u>\$</u>	25,100.00	10% Contingency
\$	326,100.00	SUB-TOTAL
\$	9,783.00	3% Grant Writing
\$	22,827.00	7% Grant Administration
\$	358,710.00	TOTAL COST
\$	465,504.78	
<u>-\$</u>	358,710.00	
\$	106,794.78	Carry Forward to 2021

10% Contingency County Hauling Dredging Materials

Table C-5 Steinhatchee Boat Ramp Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
Engi	neering Servi	ces		
Design and Permitting	1.	Each	\$35,000	\$35,000
Hydrographic Survey	1	Each	\$15,000	\$15,000
Construction Administration & Observation	(1 1	Each	\$30,000	\$3 0,000 حسا
Subtotal				\$80,000 50,0
	Construction			
Mobilization/Demobilization	11 p 1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	6,300	CY	\$15	\$95,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	6,300	CY	\$5	\$32,000
Geotextile Tubes	510	LF	\$25	\$13,000
Polymer Treatment - Settling In Containment Berm	6,300	CY	\$2	\$13,000
Sediment and Erosion Control		Each	\$7,290	\$8,000
Contingency (25%)				\$ 63,00 0 @ 🛶
Subtotal				\$ 314,000 *251,
Haul to Zone 1	5,040	CY	\$18	\$91,000
Project Total				\$405,000
Haul to Zone 2	5,040	CY	\$18	\$9/1,000
Project Total	The street of the second secon			\$40 \$,000
Haul to Zone 3	5,040	CY	\$18	\$91,000
Project Total	A reconstruction of the second	The second section of the second		\$405,000
Haul to Zone 4	5,040	CY	\$10	\$31,000
Project Total	rates of the special constituent to the party of the party.	at a that out New Till.	The state of the s	\$365,000

¹ Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

2019 Funding

301,000 Subtotal 30, 100 Ceddetional fees 331,100 Satal Allocation 239,750 County Funds

² Estimated costs are rounded to nearest thousand

³ Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

Table C-1 Dekle Beach Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cost (2016 \$)
En	gineering Servi	ices		
Design and Permitting	1	Each	\$35,000	\$35,000
Hydrographic Survey	1	Each	\$15,000	\$15,000
Construction Administration & Observation	1	Each	\$30,000	\$30,000
Subtotal				\$80,000
	Construction			
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	5,600	CY	\$15	\$84,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	5,600	CY	\$5	\$28,000
Geotextile Tubes	450	LF	\$25	\$12,000
Polymer Treatment - Settling In Containment Berm	5,600	CY	\$2	\$12,000
Sediment and Erosion Control	1	Each	\$6,780	\$7,000
Contingency (25%)				\$59,000
Subtotal				\$292,000
Haul to Zone 1	4,480	CY	\$10	\$45,000
Project Total				\$337,000
Haul to Zone 2	4,480	CY	\$10	\$45,000
Project Total		years and the transfer of the	The state of the s	\$337,000
Haul to Zone 3	4,480	CY	\$14	\$63,000
Project Total	variety in the second	TO DESCRIPTION OF THE PERSON NAMED IN		\$355,000
Haul to Zone 4	4,480	CY	\$18	\$81,000
Project Total		A CONTRACTOR OF THE STATE OF TH		\$373,000

¹ Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

² Estimated costs are rounded to nearest thousand

³ Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

Table C-4 Dark Island Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cos (2016 \$)
Eng	ineering Service	ces		
Design and Permitting	1	Each	\$40,000	\$40,000
Hydrographic Survey	1	Each	\$15,000	\$15,000
Construction Administration & Observation	1. 1.	Each	\$35,000	\$35,000
Subtotal				\$90,000
	Construction			
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volume)	22,100	CY	\$15	\$332,000
Disposal Site Construction/Management	1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	22,100	CY	\$5	\$111,000
Geotextile Tubes	1,790	LF	\$25	\$45,000
Polymer Treatment – Settling In Containment Berm	22,100	CY	\$2	\$45,000
Sediment and Erosion Control	1	Each	\$18,690	\$19,000
Contingency (25%)				\$161,000
Subtotal				\$803,000
Haul to Zone 1	17,680	CY	\$14	\$248,000
Project Total				\$1,051,000
Haul to Zone 2	17,680	CY	\$10	\$177,000
Project Total			The second secon	\$980,000
Haul to Zone 3	17,680	CY	\$14	\$248,000
Project Total				\$1,051,000
Haul to Zone 4	17,680	CY	\$18	\$319,000
Project Total			- Topis units in t	\$1,122,000

¹ Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

² Estimated costs are rounded to nearest thousand

³ Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

Table C-3 Cedar Island Conceptual Cost Estimate

Bid Item	Quantities	Unit	Estimated Unit Cost (2016 \$)	Estimated Cos (2016 \$)
E	Engineering Service	es		
Design and Permitting	1	Each	\$65,000	\$65,000
Hydrographic Survey	1	Each	\$25,000	\$25,000
Construction Administration & Observation	on 1	Each	\$60,000	\$60,000
Subto	otal		,	\$150,000
	Construction			
Mobilization/Demobilization	1	Each	\$35,000	\$35,000
Dredging and Pumping Cost (In situ Volum	ne) 53,100	CY	\$15	\$797,000
Disposal Site Construction/Managemen	t 1	Each	\$50,000	\$50,000
Return Water Discharge Structure	1	Each	\$5,000	\$5,000
Mechanical Separator (Hydrocyclone)	53,100	CY	\$5	\$266,000
Geotextile Tubes	4,310	LF	\$25	\$108,000
Polymer Treatment - Settling In Containment Berm	53,100	CY	\$2	\$107,000
Sediment and Erosion Control	1	Each	\$41,040	\$42,000
Contingency (25%)				\$353,000
Subto	otal			\$1,763,000
Haul to Zone 1	42,480	CY	\$14	\$595,000
Project To	otal	The state of the s	Annual Control of the	\$2,358,000
Haul to Zone 2	42,480	CY	\$10	\$425,000
Project To	otal		enno verselo vine il Musio	\$2,188,000
Haul to Zone 3	42,480	CY	\$14	\$595,000
Project To	otal		and the second s	\$2,358,000
Haul to Zone 4	42,480	CY	\$18	\$765,000
Project To	otal			\$2,528,000

¹ Haul cost is based on distances: Less than or equal to 5 miles at \$10/CY, greater than 5 miles and less than 10 miles at \$14/CY, and greater than or equal to 10 miles at \$18/CY.

² Estimated costs are rounded to nearest thousand

³ Haul volumes are based on an insitu sediment dry density of 50 lb/CF, maximum dry density of 70 lb/CF, and 12% soil expansion factor.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve approve Consulting Agreement between Langton Associates, Inc. and Taylor County for professional services to assist the County with the preparation and submission of the Multi-Year Implementation Plan (MYIP) to the Department of Treasury for the County to be eligible to receive Pot 1 Restore Act funds.

MEETING DATE REQUESTED:

October 17, 2017

Statement of Issue: Board to approve Consulting Agreement with Langton

Associates for professional services required to assist the County with the preparation and submission of the Multi-Year Implementation Plan (MYIP) to the Department of

Treasury.

Recommended Action: Approve Agreement.

Fiscal Impact: The Board approved expending \$25,000 for professional services

with Langton Associates at the October 2, 2017 Board

meeting.

Budgeted Expense: Approved at the October 2, 2017 Board meeting.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is not eligible to access and receive RESTORE Act funds until preparation and submission of the MYIP

and associated documents and exhibits to the Department of Treasury for approval. The Department of Treasury must approve the MYIP before any funds are eligible to be released to the County. The County advertised and received Request For Proposals (RFP) for program administrative services at the January 17, 2017 Board meeting. Government Services Group was the only firm to submit an RFP and later withdrew their RFP due to federal restrictions. The County has obtained three quotes, two were "no quotes" and Langton submitted a quote in the

amount of \$25,000. The Board approved setting aside

\$25,000 and contracting with Langton Associates at the October 2, 2017 meeting. **Attachments: Consulting Agreement**

CONSULTING AGREEMENT

This consulting agreement made on this	day of October 2017, by and between Langton
Associates, Inc., hereinafter referred to as "Lar	ngton", and Taylor County Board of County
Commissioners hereinafter referred to as "Clie	nt" on the following terms and conditions:

RECITALS

WHEREAS, Langton is a Florida corporation engaged in the business of offering consulting support to municipalities, counties, other governmental bodies and non-profits groups, and

WHEREAS, Client is in need of professional services of consulting for the purpose of developing policies and procedures and other technical assistance matters relating to RESTORE Act (Pot 1) Direct-Component grant funding through the U.S. Department of Treasury, and

WHEREAS, the parties are desirous to enter into this contract, to establish a contractual relationship and set up the fees to be charged by Langton to Client for the services rendered and to establish the guidelines for consulting work to be performed.

IT IS THEREFORE agreed as follows:

- 1. Langton will complete the following Scope of Work:
 - A. Deliverable #1: Policies and Procedures
 - Create, edit and submit all Taylor County stand-alone policies and procedures and Grant Management Plan as required by U.S. Department of Treasury in compliance with all required Federal regulations and Treasury terms and condition.
 - B. Deliverable #2: Other Technical Assistance Matters
 - Provide technical assistance to staff for RESTORE Act (Pot 1) Direct-Component activities as requested.
- 3. In exchange for Langton performing these services as established herein and devoting his time, Client agrees to pay Langton professional fees in the amount of \$25,000 to be paid in two (2) installments, \$12,500 upon completion and BOCC approval of Deliverable #1 and \$12,500 upon completion and approval of Deliverable #2 by the Taylor County Grants Department Director, as described in the above Scope of Work.
- 4. Langton agrees to devote the necessary time and performance of his duties for Client. Inasmuch as the professional services rendered are of a subjective nature subject to differences of opinion, mutual confidence and respect are necessary. Accordingly, this contract can be terminated by either party without cause upon giving of a thirty (30) day notice as follows:

- A. As to Langton Associates, Inc.: 4830 Atlantic Boulevard Jacksonville, Florida 32207
- B. As to Taylor County Board of County Commissioners: 201 East Green Street
 Perry, Florida 32347
- 5. Should litigation be necessary to enforce any provision of this agreement then the prevailing party shall be entitled to recover a reasonable attorney's fee from the other side. This contract shall be governed by the laws of the State of Florida, and any litigation on this project shall be exclusively in Taylor County, Florida.

ATTEST:	LANGTON ASSOCIATES, INC
	BY:
	Michael Langton, President
ATTEST:	TAYLOR COUNTY BOCC
	BY:
	Pam Feagle Chairnerson