

REGULAR MEETING
DECEMBER 23, 2019
5:30 P.M.

BOOK 42 PAGE 136

The Lafayette County Commission met on the above date and hour for a regular scheduled meeting. The meeting was held in the County Commissioner's meeting room in Mayo, Florida. The following members were present: Commissioner Lance Lamb, Dist. 1; Commissioner Henry McCray, Dist. 2; Commissioner Lisa Walker, Dist. 3; Commissioner Anthony Adams, Dist. 4; Commissioner Earnest L. Jones, Dist. 5; and Leenette McMillan-Fredriksson, County Attorney.

APPROVE THE MINUTES

On a motion by Mr. McCray and a second by Mr. Jones, the Board voted unanimously to approve the minutes.

RESOLUTION NO. 2019-12-01

The Board reviewed Resolution No. 2019-12-01, for the Seminole Tribe of Florida, that was continued from the last meeting. The Board agreed not to take any action on this Resolution at this time.

MCCRAY GRADE PROJECT

On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to select Dewberry Engineers as the CEI for the McCray Grade Project.

RESURFACING OF COUNTY ROAD 411

On a motion by Mr. Lamb and a second by Mr. McCray, the Board voted unanimously to advertise for a design build on the resurfacing of County Road 411. On a motion by Mr. McCray and a second by Mr. Jones, the Board voted unanimously to allow Mr. Sadler and Mr. Land to develop the specifications for this project.

ISLAND DRIVE BRIDGE PROJECT

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to approve advertising to receive bids for the Island Drive Bridge project.

On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to approve following bills:

- General Fund - \$1,146,453.79
- Emergency 911 Fund - \$733.61
- Industrial Park Fund - \$425.00

CONTRACT WITH ANDERSON COLUMBIA ON MCCRAY GRADE

On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to approve the contract with Anderson Columbia on McCray Grade.

ADJOURN

On a motion by Mr. McCray and a second by Mr. Jones, the Board voted unanimously to adjourn.

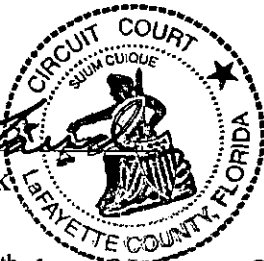


Anthony Adams, Chairman

Attest:



Steve Land, Clerk



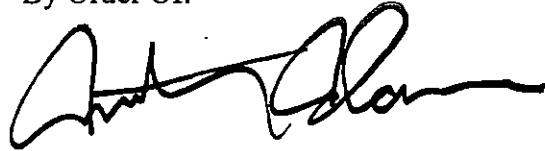
Approved this 13th day of January, 2020.

AMENDED
PUBLIC NOTICE

BOOK 42 PAGE 138

The Lafayette County Commission will be holding a regular meeting on Monday, December 23, 2019 at 5:30 p.m. The meeting will be held in the County Commissioner's Meeting Room at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



Anthony Adams, Chairman
Lafayette County Commission

BOARD OF COUNTY COMMISSIONERS MEETING:

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
5. Department Heads:
 - A) Marcus Calhoun – Maintenance.
 - B) Scott Sadler – Public Works.
 - C) Robert Hinkle – Building/Zoning.
 - D) Marty Tompkins – EMS.
 - E) Shawn Jackson – Extension Office.
6. Consider adopting Resolution No. 2019-12-01 for the Seminole Tribe of Florida – continued from the last meeting.
7. Select a CEI for the McCray Grade project.
8. Discuss options for resurfacing CR 411.
9. Approve advertising to receive bids on the Island Drive Bridge project.
10. Leenette McMillan-Fredriksson – various items.
11. Approve the bills.
12. Other Business.
 - A) Approve contract with Anderson Columbia on McCray Grade.
13. Future agenda items.
14. Adjourn.

All members of the public are welcome to attend. Notice is further hereby given, pursuant Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact (386) 294-1600 or via Florida Relay Service at (800) 955-8771.

See www.lafayetteclerk.com for updates and amendments to the agenda.

MAYO FREE PRESS

P.O. Box 370, Live Oak, FL 32064
Phone: 386-362-1734

Affidavit of Publication

STATE OF FLORIDA COUNTY OF LAFAYETTE:

Before the undersigned authority personally appeared Madonna Hoover, who on oath says that he/she is Legal Secretary of the Mayo Free Press, a weekly newspaper published at Mayo in Lafayette County, Florida; that the attached copy of advertisement, being a

PUBLIC NOTICE

in the matter of

LCBCC - Public Notice Regular Meeting 12/23/19

was published in the said newspaper on the following day(s), namely Mayo Free Press: 12/19/19.

Affiant further says that the said Mayo Free Press is a newspaper published at Mayo Free Press in said Lafayette County, Florida, and that the said newspaper has heretofore been continuously published in said Lafayette County, Florida, each week and has been entered as second class mail matter at the post office in Mayo, in said Lafayette County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

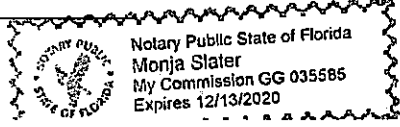
Signed: Madonna Hoover

Sworn to and subscribed before me on this day:
Date: December 19, 2019

Notary Public: Monja Slater

Personally known or produced identification

Type of identification produced: _____



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Anthony Adams, Chairman
Lafayette County Commission

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See www.lafayetteclerk.com for updates and amendments to the agenda.
12/19/2019

Ad # 339968

Check History Report
Sorted By Check Number
Activity From: 12/23/2019 to 12/23/2019

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Lafayette County (GNF)

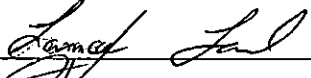
Bank Code: A General Fund


Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
060998	12/23/2019	BSW	Blue Summit Waters, LLC	186.45	Auto
060999	12/23/2019	CINTAS	Cintas Corporation #148	190.88	Auto
061000	12/23/2019	DDF	DDF Consulting Group, Inc.	67.50	Auto
061001	12/23/2019	DE	Duke Energy	3,176.22	Auto
061002	12/23/2019	FCPA	FCPA	900.00	Auto
061003	12/23/2019	FFB	First Federal Bank of Florida	3,145.12	Auto
061004	12/23/2019	GG	Hon. Greg Godwin	5,185.96	Auto
061005	12/23/2019	KWB	Ketchum, Wood & Burgert	429.00	Auto
061006	12/23/2019	MACL	Mayo Air Conditioning, LLC	1,894.50	Auto
061007	12/23/2019	MF	Mayo Fertilizer	76.13	Auto
061008	12/23/2019	NACO	National Association of Counti	450.00	Auto
061009	12/23/2019	PR	Preble-Rish\Dewberry Engineers Inc	6,500.00	Auto
061010	12/23/2019	QC	Quill Corporation	172.00	Auto
061011	12/23/2019	QMC	Quick Med Claims	1,014.00	Auto
061012	12/23/2019	SDM	Smith's Decals and More LLC.	100.38	Auto
061013	12/23/2019	SGMG	South Georgia Media Group	480.91	Auto
061014	12/23/2019	TCI	Tri-County Irrigation, Inc.	74.11	Auto
061015	12/23/2019	VW	Verizon Wireless	131.12	Auto
061016	12/23/2019	A+T	A+ Trailers & Fabrication, Inc	82.80	Auto
061017	12/23/2019	BR	Blue Rok, Inc.	778.79	Auto
061018	12/23/2019	CBP	Cashway Building Products	2,082.50	Auto
061019	12/23/2019	CSL	Cotton State Life	13.28	Auto
061020	12/23/2019	DMHC	Doctor's Memorial Hospital Clinic	85.00	Auto
061021	12/23/2019	GLC	Greatamerica Financial Service	323.99	Auto
061022	12/23/2019	LEGAL	Legal Shield	148.50	Auto
061023	12/23/2019	MOS	McCrimon's Office Supply	58.05	Auto
061024	12/23/2019	MTC	Mayo Truss Company	3,053.88	Auto
061025	12/23/2019	MTCI	Mayo Truck Clinic, Inc.	3,953.00	Auto
061026	12/23/2019	MTRI	Med-Tech Resource Inc.	420.00	Auto
061027	12/23/2019	PRMC	Pearson's Ready Mix Concrete	575.00	Auto
061028	12/23/2019	QC	Quill Corporation	297.19	Auto
061029	12/23/2019	QM	Quadmed, Inc.	643.15	Auto
061030	12/23/2019	SA	Jeff Siegmeister	1,634.06	Auto
061031	12/23/2019	SAIT	Jeff Siegmeister	721.36	Auto
061032	12/23/2019	SICD	Standard Insurance Company	2,847.92	Auto
061033	12/23/2019	SICV	Standard Insurance Company	476.16	Auto
061034	12/23/2019	TPC	Terminix Processing Center	439.00	Auto
061035	12/23/2019	W	Windstream	3,095.92	Auto
061036	12/23/2019	DE	Duke Energy	197.02	Auto
061037	12/23/2019	JDC	John Deere Credit	1,213.85	Auto
061038	12/23/2019	SCBCC	Suwannee County Board of County Commissioners	577.97	Auto
061039	12/23/2019	FLGHIC	FL Local Government Health Insurance Consortium	66,729.07	Auto
061040	12/23/2019	JDC	John Deere Credit	14,872.85	Auto
061041	12/23/2019	SSC	Security Safe Company, Inc.	209.00	Auto
061042	12/23/2019	SUNLIFE	Sun Life Financial	395.82	Auto
061044	12/23/2019	AC	Anderson Columbia	442,486.39	Auto
061045	12/23/2019	AC	Anderson Columbia	326,000.00	Auto
061046	12/23/2019	AC	Anderson Columbia	240,000.00	Auto
061050	12/23/2019	RTC	Rush Truck Center, Lake City	310.20	Auto
061051	12/23/2019	AAAPORT	AAA Porta Serve	80.00	Auto
061052	12/23/2019	DE	Duke Energy	686.42	Auto
061053	12/23/2019	NFPS	North Florida Professional Ser	5,242.50	Auto
061054	12/23/2019	VW	Verizon Wireless	103.10	Auto
061055	12/23/2019	APS	Alachua Pest Services, LLC	435.33	Auto

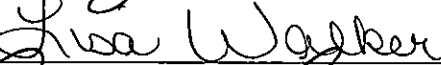
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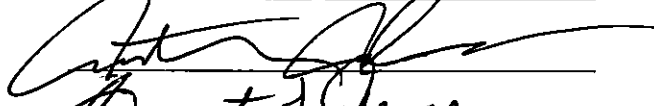
Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
061056	12/23/2019	BTM	Bound Tree Medical, LLC.	395.90	Auto
061057	12/23/2019	GLC	Greatamerica Financial Service	87.28	Auto
061058	12/23/2019	W	Windstream	527.26	Auto
Bank A Total:				<u>1,146,453.79</u>	
Report Total				<u>1,146,453.79</u>	

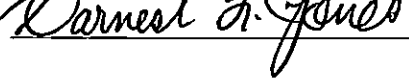
THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 23RD DAY OF DECEMBER 2019.











BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON DECEMBER 23, 2019.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Revell & Electric Automated	General Maintenance	522-460	_____	\$ 425.00
TOTAL				\$ 425.00

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 23RD DAY OF DECEMBER, 2019.

Lang Tal

[Signature]

Jana Walker

[Signature]
Ernest R. Jones

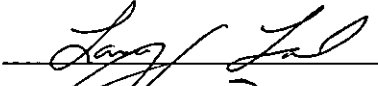
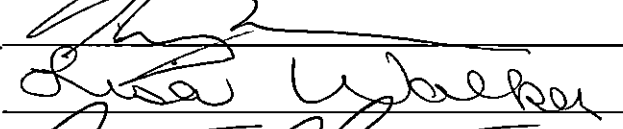
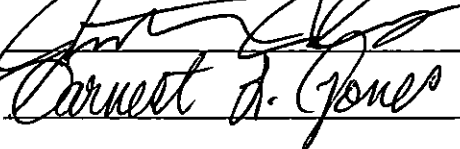
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON DECEMBER 23, 2019.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
AT&T	Communications	526-410	_____	\$ 125.00
State of FL Dept of Mgmt Svcs	Communications	526-410	_____	\$ 608.61
TOTAL				\$ 733.61

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 23RD DAY OF DECEMBER, 2019.

NOTICE OF AWARD

Dated 12/12/19

TO: Anderson Columbia, Inc.

(BIDDER)

ADDRESS: 2 Gruden Road, Lake City, FL 32056

Contract: Mr. Tony Williams

(Insert name of Contract as it appears in the Bidding Documents)

Project: Lafayette County McCray Roadway Paving

OWNER's Contract No. DOT GOV 87

You are notified that your Bid dated 11/22/2019 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for _____
McCray Roadway paving as funded by FL. DOT

(Indicated total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is: Eight Hundred Fifty-Six Thousand

Twenty- Seven dollars and Eight Cents _____ Dollars (\$856,027.08).

Five (5) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Five (5) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award, that is by _____.

1. Deliver to the Owner five (5) fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature on ()].
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), [and] General Conditions (paragraph 5.01) [and] Supplementary Conditions (paragraph SC-5.01).

3. (List other conditions precedent.)

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

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

Lafayette County Commission
(OWNER)

By: Anthony Adams 
(AUTHORIZED SIGNATURE)

Chairman _____
(TITLE)

Copy to Engineer

(Use Certified Mail, Return Receipt Requested)

SECTION 00500
AGREEMENT

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THIS AGREEMENT is by and between Lafayette County (hereinafter called Owner) and Anderson Columbia (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

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

The Work is generally described as furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to provide the Owner with roadway improvements to McCray roadway paving. The roadway improvements include roadway base work, Asphalt Paving, pavement striping, grassing, maintenance of traffic and other incidental work shown in the plans.

ARTICLE 2 THE PROJECT

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

McCray roadway base assessment, lime rock addition Paving, grading, pavement striping drainage, maintenance of traffic and other work shown in the plans.

ARTICLE 3 ENGINEER

3.01 The project has been designed by Darabi and Associates, Inc., 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 the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

The Work will be substantially completed within **120 days** after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **90 days** after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,500.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,500.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment.

ARTICLE 5 CONTRACT PRICE

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

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments: Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in

paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 90% of Work completed (with the balance being retainage); and
 - b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine, in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

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

ARTICLE 7 INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% per annum.

ARTICLE 8 CONTRACTOR'S REPRESENTATIONS

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

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

- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations 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.
- I. Contractor has given Issuing Office written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Issuing Office is acceptable to Contractor.

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

ARTICLE 9 CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:

- 1. Advertisement for Bid
- 2. Instruction to Bidders
- 3. Bid Form and Supplements
- 4. This Agreement
- 5. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award.
 - b. Notice of Award
 - c. Notice to Proceed
- 6. Performance and Payment Bond
- 7. General Conditions
- 8. Supplementary Conditions
- 9. Technical Specifications
- 10. Construction Drawings
- 11. Addenda and Modifications

The following which may be delivered or issued on or after the Effective Date of the Agreement:

- a. Notice of Award
 - b. Notice to Proceed
 - c. Partial Payment Estimate
 - d. Schedule of Values Form
 - e. Shop Drawing/Submittal Log and Control Sheet
 - f. Shop Drawings/Submittal Control Form
 - g. Request for Information
 - h. Proposed Contract Modification
 - i. Notice of Noncompliance
 - j. Construction Contract Change Order
 - k. Certificate of Substantial Completion
 - l. Certificate of Guarantee
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 MISCELLANEOUS

10.01 *Terms*

Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Preference to State Residents*

Each contract for construction that is funded by **STATE** funds must contain a provision requiring the contractor to give **PREFERENCE** to the employment of **STATE** residents in the performance of the work on the project if **STATE** residents have substantially equal qualifications to those of nonresidents. A contract for construction funded by local funds may contain such a provision.

- a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a

reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

- b) A contractor required to employ **STATE** residents must contact the Agency for Workforce Innovation to post the contractor's employment needs in the **STATE**'s job bank system.

No contract shall be let to any person refusing to execute an agreement containing the provisions required by this section. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor **PREFERENCE** to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other **PREFERENCE** or discrimination among the citizens of the United **STATES**.

10.06 *Employment Eligibility*

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Vendor/Contractor during the term of the Contract/work to perform employment duties within Florida and all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

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

This Agreement will be effective on January 8, 2020
(which is the Effective Date of the Agreement.)

Owner:

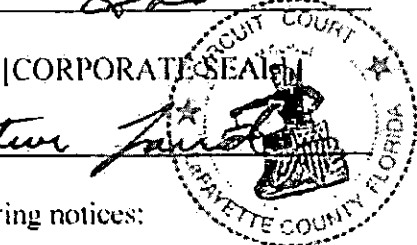
Contractor:

Lafayette County Commission

Anderson Columbia Co., Inc

By: [Signature]

By: [Signature]
E. Tony Williams, Jr., Vice President



[CORPORATE SEAL]
Attest [Signature]
Karyl L. Howell

Address for giving notices:

Address for giving notices:

120 Main Street

Mayo, FL 32066

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

License No. _____
(Where applicable)

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

Designated Representative:

Designated Representative:

Name: Steve Land

Name: Tony Williams

Title: Clerk of The Court

Title: Vice President

Address: P O Box 88

Address: P. O. Box 1829

Mayo, FL 32066

Lake City, FL. 32056

Phone: 386-294-1600

Phone: 386.752.7585

Facsimile: 386-294-4231

Facsimile: _____