

REGULAR MEETING
OCTOBER 14, 2019
9:00 A.M.

BOOK 41 PAGE 491

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. Lamb and a second by Mr. Jones, the Board voted unanimously to approve the minutes.

FORESTRY ANNUAL REPORT

Eric Black and Jared Beauchamp gave the Forestry Annual Report to the Board. No action was taken on this issue, information only.

SALARY INCREASE FOR COUNTY LIBRARIAN

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to approve the salary increase for the County Librarian, upon the completion of her probation period.

RESOLUTION NO. 2019-10-01 – FRDAP GRANT

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. 2019-10-01 by title only. On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to approve the resolution for a FRDAP Grant for the Edward Perry Sports Complex.

SIMS PROPERTY

The Board discussed the Sims Property, and about when to advertise for the chemical site prep of the property. The Board asked Eric Black and Jared Beauchamp if they would mind going to the property and look at it to make a recommendation to the Board of what should be done before advertising.

APPROVE THE DISASTER DEBRIS MANAGEMENT SERVICES CONTRACT

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to approve the Disaster Debris Management Services contract with Grubbs Emergency Services, LLC.

APPROVE THE DISASTER DEBRIS MONITORING CONTRACT

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to approve the Disaster Debris Monitoring Contract with North Florida Professional Services.

APPROVE THE BILLS

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

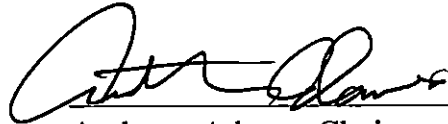
General Fund - \$520,902.12
Emergency 911 Fund - \$382.39
Industrial Park Fund - \$954.05

**AMENDMENT TO CONTRACT WITH DEPARTMENT OF STATE FOR THE
CLOCK TOWER PROJECT**

On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to approve an amendment to the contract with the Department of State for the Clock Tower project.

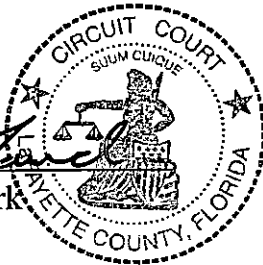
ADJOURN

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



Anthony Adams, Chairman

Attest:


Steve Land, Clerk

Approved this 28th day of October, 2019.

**AMENDED
PUBLIC NOTICE**

BOOK 41 PAGE 494

The Lafayette County Commission will be holding a regular meeting on Monday, October 14, 2019 at 9:00 a.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.
 - A) Forestry Annual Report.
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. Approve the salary increase for the County Librarian, upon completion of her probation period.
7. Approve a FRDAP Resolution.
8. Discuss the grant writing position.
9. Discuss the Sims Property.
10. Approve the debris contracts.
11. Leenette McMillan-Fredriksson – various items.
12. Approve the bills.
13. Other Business.
 - A) Approve an amendment to the contract with the Department of State on the Clock Tower Project.
14. Future agenda items.
15. 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

was published in the said newspaper on the following day(s), namely Mayo Free Press: 10/10/19.

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

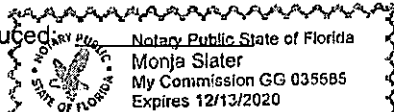
Sworn to and subscribed before me on this day:

Date: October 10, 2019

Notary Public: _____

Personally known ____ or produced identification ____

Type of identification produced: _____



PUBLIC NOTICE

The Lafayette County Commission will be holding a regular meeting on Monday, October 14, 2019, 9:00 a.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.
 - A) Forestry Annual Report.
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. Approve the salary increase for the County Librarian, upon completion of her probation period.
7. Approve a FRDAP Resolution.
8. Discuss the grant writing position.
9. Discuss the Sims Property.
10. Approve the debris contracts.
11. Leanne McMillan-Fredriksson - various items.
12. Approve the bills.
13. Other Business.
14. Future agenda items.
15. 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.
10/10/2019

Ad # 311716

RESOLUTION NO. 2019-10-01

A RESOLUTION BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FLORIDA, IN SUPPORT OF AN APPLICATION FOR FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM TO IMPROVE EDWARD PERRY SPORTS COMPLEX IN LAFAYETTE COUNTY, FLORIDA.

WHEREAS, there is a present and growing need for recreational enhancements and opportunities for individuals with unique abilities within LAFAYETTE County, Florida; and,

WHEREAS, LAFAYETTE County recognizes this need for additional recreational opportunities; and

WHEREAS, LAFAYETTE County is duly qualified to meet the needs of its citizens and visitors; and

WHEREAS, LAFAYETTE County has previously demonstrated its commitment to complying with all State laws, rules and regulations; and,

WHEREAS, THE Department of Environmental Protection's Florida Recreation Development Assistance Program (FRDAP) offers a Unique Abilities Grant in an amount up to \$250,000.00.

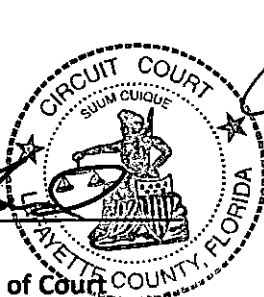
THEREFORE, be it resolved that LAFAYETTE COUNTY is prepared to amend the five year Capital Improvement Schedule within the County's Comprehensive Plan to incorporate a Unique Abilities project upon award of funding through the Unique Abilities grant program; and,

That the Chairman of LAFAYETTE County Board of County Commissioners is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on or before October 15, 2019.

PASSED AND DULY ADOPTED BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 14th DAY OF OCTOBER, 2019.

Attest:


Steve Land
LAFAYETTE County Clerk of Court




Anthony Adams, Chairman
LAFAYETTE County Board of County Commissioners

CONTRACT TO PROVIDE DISASTER DEBRIS MANAGEMENT SERVICES

This contract is made and entered into on the dates hereinafter indicated, by and between the COUNTY OF LAFAYETTE, hereinafter referred to as "COUNTY", a political subdivision of the State of Florida, and GRUBBS EMERGENCY SERVICES, LLC, hereinafter referred to as "GRUBBS", a non-Florida corporation authorized to do and doing business in the State of Florida, represented herein by its Director of Administration, John G Grubbs, duly authorized.

WITNESETH:

WHEREAS, COUNTY requires a pre-placement service contract for disaster debris collection, processing and disposal services; and

WHEREAS, COUNTY prepared and issued a Request for Proposal, requesting proposals from qualified firms to provide disaster debris collection, processing and disposal services, hereinafter referred to as "the Request", a copy of which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, GRUBBS submitted a formal proposal in response to the Request to provide disaster debris collection, processing and disposal services dated September 5, 2019, hereinafter referred to as "the Proposal", a copy of which is attached hereto and incorporated herein by reference as Exhibit B, and

WHEREAS, GRUBBS submitted in furtherance of its proposal to provide disaster debris collection for processing and disposal services dated September 5, 2019, hereinafter referred to as "Fee Schedule", a copy of which is attached hereto and incorporated herein by reference as Exhibit C, and

WHEREAS, COUNTY and GRUBBS are now desirous of entering into a final and binding contract for disaster debris collection, processing and disposal services in accordance with the contract documents annexed hereto and the terms and conditions outlined herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, COUNTY and GRUBBS hereby agree as follows, to-wit:

SECTION 1- GENERAL

This Contract for disaster debris collection, processing and disposal services will commence upon signature of the Chair of the Board of County Commissioners.

GRUBBS will provide disaster debris collection, processing and disposal services to COUNTY in accordance with the terms and conditions stated herein, and those contained in the Request and Proposal (Exhibits A, B, and C).

For purposes of this Contract, the order of precedence for interpretation will be as follows:

1. This Contract to provide disaster debris collection, processing and disposal services;
2. The Request for Proposal ("Exhibit A")
3. The Proposal ("Exhibit B")
4. Fee Schedule ("Exhibit C")

SECTION 2- SCOPE OF SERVICES

COUNTY hereby engages GRUBBS to provide disaster debris collection, processing and disposal services in accordance with the terms and conditions stated in Exhibit A the Scope of Services specifically includes those items listed in "Scope of Services" ("Exhibit A"). This Contract is a preplacement contract that can be activated by COUNTY in the event of an emergency or disaster-related event such as, but not limited to, hurricanes, tornados, and floods. The use of GRUBBS' services under this Contract will therefore be on an as-needed basis as requested by COUNTY. The Scope of Services may include removal of debris from public property; removal of debris from public streets and rights-of-way; processing and disposal of debris; preparing and maintaining documentation of all services performed including, but not limited to, time sheets, load tickets, materials used, invoices for rented equipment, etc.

SECTION 3 - MAXIMUM CONTRACT AMOUNT

The Contract is based on Unit Pricing as set forth in GRUBBS' Fee Schedule (dated September 5, 2019) which is attached hereto as Exhibit C and incorporated herein by reference.

SECTION 4- CONTRACT PERIOD

This is a three (3) year Contract commencing on the signature of the Chair of the Board of County Commissioners with the option of two (2) one (1) year extensions, upon agreement by both parties under the same terms and conditions, if agreed to by the parties. Should a party desire to make changes to the terms, then said party will

notify other party at least sixty (60) days prior to expiration of then current contract. Work under this Contract will only be performed in the event of a disaster and no funding will be available for this Contract until the time of the disaster.

SECTION 5- OWNERSHIP OF DEBRIS

Unless otherwise directed by COUNTY, titled or registered debris (such as vehicles or boats) will not be loaded and removed by GRUBBS and such titled or registered debris shall not become property of GRUBBS.

SECTION 6 - AUDIT OF RECORDS

The monitoring and auditing of GRUBBS' records shall be allowed to COUNTY's Finance Department and any other appropriate COUNTY entities, or other third parties as designated by COUNTY.

SECTION 7 - INSURANCE AND BOND REQUIREMENTS
INSURANCE.

GRUBBS agrees to keep the following insurance in full force and effect during the term of this Contract GRUBBS must also name COUNTY, as additional insured, while working within the boundaries of the COUNTY. Contractor agrees to provide COUNTY at any time requested, or at least annually, with proof that such insurance is in force and the premiums therefore fully paid. The Contractor shall give notice to the City in writing of any cancellation within thirty (30) business days of cancellation.

- (a) Grubbs shall provide General Liability Insurance coverage of not less than \$1,000,000.00.
- (b) Grubbs shall provide Automobile Insurance coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, combined Single Limits (CSL) or its equivalent (Business Automobile Liability).
- (c) Grubbs shall provide Professional Liability coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
- (d) County must be listed as additional insured.
- (e) Workers Compensation shall comply with Florida's statutory limits.

PERFORMANCE AND PAYMENT BONDS.

Within five days after receipt of the initial Task Work Order or subsequent Task Work Orders pursuant to this Contract and at all times during the term hereof, including renewals and extensions, GRUBBS shall furnish to the County, and maintain in effect throughout the life of the Contract, an acceptable Contract Bond in a sum at least equal to the total amount of the Task Work Orders. GRUBBS shall obtain the Contract Bond from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of COUNTY, and having COUNTY'S approval. The Surety's Florida Licensed Insurance Agent's name, address,

and telephone number must be clearly stated on the Contract Bond form. The Contractor may choose to furnish separate Contract Bonds for each Task Work Order.

SECTION 8- TERMINATION

COUNTY may terminate this Contract for cause based on the non-compliance of GRUBBS to meet the terms and/or conditions of the Contract, provided that COUNTY shall give GRUBBS written "Notice of Non-Compliance" specifying GRUBBS' non-compliance. If within ten (10) days of receipt of written "Notice of Non-Compliance" GRUBBS has not have corrected such non-compliance and thereafter proceeded diligently to complete such correction, then COUNTY may, at its option, place GRUBBS in default and the Contract shall terminate on the date specified in such notice. GRUBBS may exercise any rights available to it under Florida law to terminate for cause upon the failure of COUNTY to comply with the terms and conditions of this Contract; provided that GRUBBS shall give COUNTY written notice specifying COUNTY's non-compliance.

COUNTY may terminate the Contract at any time by giving thirty (30) days written notice to GRUBBS of such termination or negotiating with GRUBBS an effective date.

In the event of the termination of this Contract because of any of the above GRUBBS shall be paid for work performed in a satisfactory manner prior to GRUBBS' receipt of written notice of termination.

SECTION 9 - INDEPENDENT CONTRACTOR

White in the performance of providing the services outlined herein or carrying out other obligations under this Contract, GRUBBS shall be acting in the capacity of independent contractor and not as an employee of COUNTY. COUNTY shall not be obligated to any person, firm, corporation, or other entity of any obligation of GRUBBS arising from the performance of services under this Contract. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

GRUBBS shall at all times remain an independent contractor with respect to the services to be performed under this Contract. GRUBBS understands and agrees that COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and benefits, including Worker's Compensation insurance for any member, manager, employee, agent, servant, or volunteer of GRUBBS, as GRUBBS is an independent contractor.

SECTION 10 -CONTRACT EXECUTION AND AMENDMENT

This Contract, together with Exhibit A, B and C represent the entire agreement between COUNTY and GRUBBS and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both parties.

SECTION 11- APPLICABLE LAW AND VENUE

This Contract shall be consummated In the State of Florida and shall be governed and construed in accordance with the laws of the State of Florida. Venue shall be in the Circuit Court Lafayette County, and by entering into this Contract, GRUBBS expressly waives any objections it has or may have to jurisdiction and venue, regardless of GRUBBS' residence or domicile.

SECTION 12- INDEMNIFICATION

To the fullest extent permitted by law, GRUBBS shall protect, defend, indemnify, save and hold harmless COUNTY, all COUNTY departments, agencies, boards and commissions its officers, agents, servants and employees including volunteers from and against any and all claims, demands, expense and liability arising out of liability or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of GRUBBS, its agents, servants, and employees while performing any of the services contemplated under this Contract and any and all costs, expense or attorneys' fees incurred by GRUBBS as a result of any such claims, demands and/or causes of action, except for those claims, demands, or causes of action arising out of the negligence of COUNTY, its agents and/or employees. GRUBBS agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or causes of action at sole expense and agrees to bear all other costs and expenses related thereto, even if proven to be groundless, false or fraudulent.

SECTION 13- NOTICES

Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested as follows:

Notices should be sent to COUNTY at the following address:

**Board of County Commissioners
PO BOX 88
MAYO, FL 32066**

Notices should be sent to GRUBBS at the following address:

**John G Grubbs, Managing Member
GRUBBS EMERGENCY SERVICES, LLC
13365 W Hillsborough Ave
Tampa, FL 33635**

BOOK 41 PAGE 503

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated five (5) days after deposit in the mail, postage prepaid, certified, in accordance with this Section.

SECTION 14- SEVERABILITY

The parties to this Contract understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Contract shall be governed by the regulations of the United States and the laws of the State of Florida. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Contract, such provision is fully severable, and this Contract must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Contract and the remaining provisions of this Contract remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Contract.

SECTION 15 - ASSIGNMENT

This Contract may not be assigned or transferred at any time to any person, firm, corporation or other legal entity except with the express prior written approval of COUNTY.

SECTION 16 - DISCRIMINATION CLAUSE

GRUBBS agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and GRUBBS agrees to abide by the requirements of the Americans with Disabilities Act of 1990. GRUBBS agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by GRUBBS, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

SECTION 17 - OWNERSHIP OF RECORDS

When applicable, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by GRUBBS in connection with the performance of the services contracted for herein shall become the property of COUNTY, and shall, upon request, be returned by GRUBBS to COUNTY, at GRUBBS' expense, at the termination or the expiration of this Contract.

SECTION 18 - CODE OF GOVERNMENTAL ETHICS

GRUBBS acknowledges that the Florida Statutes (Code of Governmental Ethics) applies to GRUBBS in the performance of services and work called for in this Contract. GRUBBS agrees to immediately notify COUNTY if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

SECTION 19 - FEMA REQUIREMENTS

(1) CHANGE OR MODIFICATION.

To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

CHANGE IN THE WORK OR TERMS OF THE PROJECT DOCUMENTS

- (1) Without invalidating the contract, COUNTY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders or Change Orders.
- (2) The Contract Administrator shall have the right approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.
- (3) Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of COUNTY'S Procurement Code, as amended from time to time.

(2) ACCESS TO RECORDS.

(a) In addition to the requirements of the Florida Public Records Law, Chapter 119, all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

(b) The contractor agrees to provide COUNTY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(c) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

(3) CONTRACTS IN EXCESS OF \$100,000.00 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS

Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages.

(3) Withholding for unpaid wages and liquidated damages. COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided In tie clause set forth in this section.

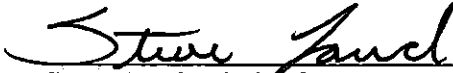
- (4) Subcontracts. GRUBBS or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or tower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Approved on this 14th day of October, 2019.

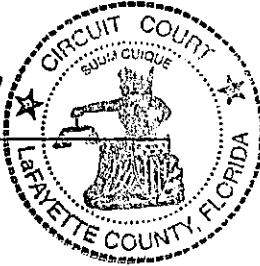


Anthony L. Adams, Chairman
Board of County Commissioners

BOOK 41 PAGE 507



Steve Land, Clerk of Court



GRUBBS EMERGENCY SERVICES, LLC

By: 

John G. Grubs Managing Member

Date 10/8/19

NOTICE OF REQUEST FOR PROPOSALS
FOR DISASTER DEBRIS MANAGEMENT SERVICES

The Lafayette County Board of County Commissioners is soliciting sealed proposals for DISASTER DEBRIS MANAGEMENT SERVICES.

Qualified firms or individuals desiring to provide the required services must submit the proposal packages in a sealed envelope or similar package marked "***Sealed Proposal for DISASTER DEBRIS MANAGEMENT SERVICES***" to the Clerk of Court, 120 W. Main St., Mayo, Florida 32066, or P.O. Box 88, Mayo, Florida 32066, to arrive no later than **12:00 P.M.**, local time, on **THURSDAY, SEPTEMBER 5, 2019**. All proposals **MUST** have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at **2:00 P.M.** local time, or as soon thereafter as practical, on **Thursday, September 5, 2019**, in the Lafayette County Board of Commissioners' Room, Lafayette County Courthouse, 120 W. Main St. Mayo, Florida 32066.

Proposal information **MUST** be obtained from the Lafayette County Clerk of Court located at the Lafayette County Courthouse, 120 W. Main St. Mayo, Florida 32066.

Required Proposal information:

1. QUALIFICATIONS OF THE FIRM
2. QUALIFICATIONS OF STAFF
3. TECHNICAL APPROACH
4. COST PROPOSAL

The Lafayette County Board of County Commissioners reserves the right to accept and/or reject any or all bids, with or without cause, to waive technicalities or to accept the bid which, in its judgement, best serves the interest of the county of Lafayette. Persons are advised that, if they decide to appeal any decision made concerning the award of this bid, they will 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 made. Bid results other than the apparent low bidder will not be provided in response to telephone inquiries. Bidders desiring a copy of the bid abstract should include such request with a self addressed stamped envelope in their bid.

For additional information contact:

Marc Land

Lafayette County Department of Emergency Management

194 SW Virginia Circle

P.O. Box 344

Mayo, Florida 32066

(386) 294-1950

BOOK 41 PAGE 509

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

GENERAL PROPOSAL INFORMATION

1. Proposal information **MUST** be obtained from the Lafayette County Clerk of Court located at the Lafayette County Courthouse, 120 W. Main St. Mayo, Florida 32066.
2. One (1) original and three (3) copies of the proposal package must be submitted in person to the Clerk of Court, 120 W. Main St., Mayo, Florida 32066, or by mail to P.O. Box 88, Mayo, Florida 32066, to arrive no later than **12:00 P.M.**, local time, on **THURSDAY, SEPTEMBER 5, 2019.**
3. Proposals must be in a sealed envelope plainly marked on the outside: **"Sealed Proposal for DISASTER DEBRIS MANAGEMENT SERVICES"**.
4. All proposals **MUST** have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.
5. Proposals not received by the Clerk of Court prior to the specified time will not be considered and **will be returned to the respondent unopened.**
6. Once opened no proposal may be withdrawn prior to the Board of County Commissioners' action without written consent of the Clerk of Court.
7. Respondents must complete and furnish with their proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
8. Proposals shall be received and respondents announced on **THURSDAY, SEPTEMBER 5,** at **2:00 PM** or as soon thereafter as practical, in the Lafayette County Board of Commissioners' Room, Lafayette County Courthouse, 120 W. Main St. Mayo, Florida 32066.
9. The Lafayette County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this proposal at any time and waive any irregularities in the proposal process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service to perform successfully under the terms and conditions of the proposed contract, giving consideration to such matters as respondent integrity, compliance with public policy, record of past performance, and financial and technical resources; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest.

General Proposal Considerations
(Continued)

BOOK 41 PAGE 511

10. It is the responsibility of the respondents to fully understand and follow all project expectations.
11. All bids submitted, requiring General Liability and Worker's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Lafayette County as additional insured, or a statement from a insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workers' Compensation Insurance on all employees working on the project. Work Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Lafayette County Workers Compensation Hold Harmless Agreement. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next qualified responsive bidder/respondent who meets all bid specifications. The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent (Business Automobile Liability). The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim (Professional Liability). The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
12. The Lafayette County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**
13. Respondents who elect to send sealed proposals Overnight Express or Federal Express must send them to the physical address of: Clerk of Court, 120 W. Main St., Mayo, Florida 32066.
14. For additional information, contact:

Marc Land
Lafayette County Department of Emergency Management
194 SW Virginia Circle
P.O. Box 344
Mayo, Florida 32066
(386) 294-1950

Tab 6: Cost Proposal

INSERTED

BOOK 41 PAGE 512

EXHIBIT "B"

CONTRACTOR'S PRICE PROPOSAL

Date August 28, 2019

Proposal of Grubbs Emergency Services, LLC
(hereinafter called "Contractor"), authorized to do business under the laws of Florida proposes to the County of Lafayette, Florida, (hereinafter called "County").

The Contractor, in compliance with your invitation for proposals for:

LAFAYETTE COUNTY DEBRIS REMOVAL SERVICES

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced proposals will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the County and to fully complete the work in the Contractual period of time allotted.

This price proposal form must be completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

Contractor acknowledges receipt of the following addenda:

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

	ITEM DESCRIPTION	UNIT PRICE	
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under pay items 10 and 11 below.	0-15.9 miles	\$ <u>10.00</u> /cy
		16.0-30.9 miles	\$ <u>11.00</u> /cy
		31-60 miles	\$ <u>12.00</u> /cy
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	\$ <u>1.50</u> /cy	
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	\$ <u>5.00</u> /cy	
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>2.50</u> /cy	
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>2.00</u> /cy	
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0-15.9 miles	\$ <u>3.00</u> /cy
		16.0-30.9 miles	\$ <u>3.50</u> /cy
		31-60 miles	\$ <u>4.00</u> /cy
7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay tipping fees directly.	0-15.9 miles	\$ <u>2.00</u> /cy
		16.0-30.9 miles	\$ <u>2.50</u> /cy
		31-60 miles	\$ <u>3.00</u> /cy

8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles	\$ <u>10.00</u> /cy
		16.0-30.9 miles	\$ <u>11.00</u> /cy
		31-60 miles	\$ <u>11.50</u> /cy
9	REDUCTION OF C&D DEBRIS BY GRINDING		\$ <u>8.00</u> /cy
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles	\$ <u>3.50</u> /cy
		16.0-30.9 miles	\$ <u>4.25</u> /cy
		31-60 miles	\$ <u>4.75</u> /cy
10. a	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, with County paying all tipping fees directly.(NON DMS OPTION)	0-15.9 miles	\$ <u>10.00</u> /cy
		16.0-30.9 miles	\$ <u>11.00</u> /cy
		31-60 miles	\$ <u>11.50</u> /cy
11	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW.		\$ <u>90.00</u> /tree
12	REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) over 2" in diameter at the break point and place them on public property or ROW.		\$ <u>75.00</u> /tree
	6 inches to 11.99 inches diameter		\$ <u>100.00</u> /tree
	12 inches to 23.99 inches diameter		\$ <u>175.00</u> /tree
	24 inches to 35.99 inches diameter		\$ <u>200.00</u> /tree
	36 inches to 47.99 inches diameter		\$ <u>300.00</u> /tree
	Greater than 48 inches diameter		
13	REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contactor shall backfill holes and ruts left by excavation of the stump.		
	24 inches to 35.99 inches diameter		\$ <u>250.00</u> /stump

	36 inches to 47.99 inches diameter	\$ <u>300.00</u> /stump
	Greater than 48 inches diameter	\$ <u>400.00</u> /stump
14	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.	\$ <u>30.00</u> /unit
15	REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.	\$ <u>10.00</u> /unit
16	REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of concrete material separated by the property county.	\$ <u>7.00</u> /cy
17	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.	\$ <u>1.00</u> /lb.
18	REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.	\$ <u>10.00</u> /each
19	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul abandoned tires to a collection site identified by County. [Tipping fees to be paid by County].	\$ <u>5.00</u> /each

20	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. [Tipping fees to be paid by County]	\$ <u>1.00</u> /lb.
21	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	\$ <u>10.00</u> /cy
22	CANAL/WATERWAY DEBRIS REMOVAL. The Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. No hauling to DMS or landfill will occur under this line item.	
	1 foot to 10 feet (average width)	\$ <u>20.00</u> /per linear foot
	10.1 feet to 20 feet(average width)	\$ <u>30.00</u> /per linear foot
	20.1 feet to 35 feet(average width)	\$ <u>40.00</u> /per linear foot
	Greater than 35 feet(average width)	\$ <u>50.00</u> /per linear foot

**CONTRACTOR'S PRICE PROPOSAL – PART II
EQUIPMENT AND LABOR RATES**

ITEM	DESCRIPTION	HOURLY PRICE
1.	JD 544 Wheel Loader with debris grapple	\$ <u>125.00</u>
2.	JD 644 Wheel Loader with debris grapple	\$ <u>135.00</u>
3.	Extendaboom Forklift with debris grapple	\$ <u>85.00</u>
4.	753 Bobcat Skid Steer Loader with debris grapple	\$ <u>85.00</u>
5.	753 Bobcat Skid Steer Loader with bucket	\$ <u>85.00</u>
6.	753 Bobcat Skid Steer Loader with street sweeper	\$ <u>90.00</u>
7.	30-50 H Farm Tractor with box blade or rake	\$ <u>55.00</u>
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ <u>65.00</u>
9.	3 – 4 cu. yd. Articulated Loader with bucket	\$ <u>75.00</u>
10.	JD 648E Log Skidder or equivalent	\$ <u>125.00</u>
11.	CAT D4 Dozer	\$ <u>100.00</u>
12.	CAT D5 Dozer	\$ <u>125.00</u>
13.	CAT D6 Dozer	\$ <u>150.00</u>
14.	CAT D7 Dozer	\$ <u>165.00</u>
15.	CAT D8 Dozer	\$ <u>200.00</u>
16.	CAT 125 – 140 HP Motor Grader	\$ <u>125.00</u>
17.	JD 690 Trackhoe with debris grapple	\$ <u>75.00</u>
18.	JD 690 Trackhoe with bucket and thumb	\$ <u>95.00</u>
19.	Rubber Tired Excavator with debris grapple	\$ <u>125.00</u>
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	\$ <u>125.00</u>
21.	210 Prentiss Knuckleboom with debris grapple	\$ <u>125.00</u>
22.	CAT 623 Self-Loader Scraper	\$ <u>200.00</u>
23.	Hand-Fed Debris Chipper	\$ <u>75.00</u>
24.	30 Ton Crane	\$ <u>150.00</u>
25.	50 Ton Crane	\$ <u>190.00</u>

26. 100 Ton Crane (8 hour minimum)	\$ 350.00
27. 40 – 60' Bucket Truck	\$ 90.00
28. Greater than 60' Bucket Truck	\$ 125.00
29. Fuel/ Service Truck	\$ 90.00
30. Water Truck	\$ 100.00
31. Portable Light Plant	\$ 90.00
32. Lowboy Trailer with Tractor	\$ 140.00
33. Flatbed Truck	\$ 75.00
34. Pick-up Truck (unmanned)	\$ 65.00
35. Self-Loading Dump Truck with debris grapple	\$ 125.00
36. Single Axel Dump Truck, 5 – 12 cu. yd.	\$ 55.00
37. Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 75.00
38. Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 100.00
39. Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 125.00
40. Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 130.00
41. Chainsaw (without operator)	\$ 55.00
42. Temporary Office Trailer	\$ 20.00
43. Mobile Command and Communications Trailer	\$ 40.00
44. Laborer, with small hand tools	\$ 55.00
45. Skilled Sawman	\$ 55.00
46. Crew Foreman with cell phone	\$ 65.00
47. Tree Climber	\$ 75.00
48. Fast Picker Barge	\$ 300.00
49. Barge with push boat	\$ 400.00
50. Management Boat	\$ 90.00

All equipment rates include the cost of the operator, fuel, and maintenance.

All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2019

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

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

PRODUCER Killingsworth Agency 19259 Cortez Blvd. P. O. Box 1750 Brooksville FL 34605-1750		CONTACT NAME: Brendan McAuley PHONE (A/C, No, Ext): (352) 796-1451 FAX (A/C, No): (352) 799-5986 E-MAIL ADDRESS:															
INSURED Grubbs Emergency Services LLC P.O. Box 468 Arippeka FL 34679		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hallmark Specialty Insurance Company</td> <td>26808</td> </tr> <tr> <td>INSURER B: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER C: Lloyds of London</td> <td>N/A</td> </tr> <tr> <td>INSURER D: Westchester Surplus Lines Insurance Co.</td> <td>10172</td> </tr> <tr> <td>INSURER E: Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hallmark Specialty Insurance Company	26808	INSURER B: Ohio Security Insurance Company	24082	INSURER C: Lloyds of London	N/A	INSURER D: Westchester Surplus Lines Insurance Co.	10172	INSURER E: Ohio Casualty Insurance Company	24074	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Hallmark Specialty Insurance Company	26808																
INSURER B: Ohio Security Insurance Company	24082																
INSURER C: Lloyds of London	N/A																
INSURER D: Westchester Surplus Lines Insurance Co.	10172																
INSURER E: Ohio Casualty Insurance Company	24074																
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:	X		G094008620	2/10/2019	2/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> \$10,000 PIP <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		BAS57550696	10/3/2019	10/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			GREXS00098900	2/10/2019	2/10/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	CONTRACTORS POLLUTION LIAB			G71533529001	6/7/2019	6/7/2020	LIMIT EA POLLUTION CONDITION \$1,000,000
E	INLAND MARINE POLICY			EMO59400836	3/13/2019	3/13/2020	\$1000 DEDUCTIBLE

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

Limits shown are those in effect at policy inception date.

Certificate holder is listed as additional insured with respects to General Liability and Automobile Liability.

CERTIFICATE HOLDER

CANCELLATION

Lafayette County Board of County Commissioners PO Box 88 Mayo, FL 32066	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brendan McAuley/CLARE
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE							Date 10/4/2019	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate Is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage			NAIC #	
				Insurer A: Lion Insurance Company			11075	
				Insurer B:				
				Insurer C:				
				Insurer D:				
				Insurer E:				
Coverages <small>The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.</small>								
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits		
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$	
						Damage to rented premises (EA occurrence)	\$	
						Med Exp	\$	
						Personal Adv Injury	\$	
						General Aggregate	\$	
						Products - Comp/Op Agg	\$	
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$	
						Bodily Injury (Per Person)	\$	
						Bodily Injury (Per Accident)	\$	
						Property Damage (Per Accident)	\$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence		
						Aggregate		
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2019	01/01/2020	X	WC Statutory Limits	OTH-ER
							E.L. Each Accident	\$1,000,000
							E.L. Disease - Ea Employee	\$1,000,000
							E.L. Disease - Policy Limits	\$1,000,000
Other			Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616					
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:								
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Grubbs Emergency Services, LLC						Client ID: 83-67-127		
Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com								
Project Name: ISSUE 10-04-19 (SS)								
CERTIFICATE HOLDER LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS P.O. BOX 88 MAYO, FL 32066				CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.				
				Begin Date: 9/18/2017 				

DEBRIS MONITORING CONTRACT

This agreement is made this 14th day of October, 2019 between the Lafayette County Board of County Commissioners, whose address is P.O. Box 88, Mayo, Florida 32066, and North Florida Professional Services whose address is P.O. Box 3823, Lake City, Florida 32056.

SCOPE

The Contractor is to perform the work as defined in the Request for Proposals and amendments, if any. The Request for Proposals is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

TERM OF AGREEMENT

The period of this Agreement shall be for 24 months beginning approximately November 1, 2019, and ending on approximately October 31, 2021. This A g r e e m e n t may be extended for subsequent one (1) year periods unless either the County or the Contractor notifies the other in writing no less than ninety (90) days prior to the end date of this Agreement or subsequent term of this Agreement that this Agreement will not be extended beyond the end date of this Agreement or subsequent term of this agreement.

COMPENSATION

The Contractor agrees to provide services and materials as specified in its proposal to the County at the cost specified in said proposal and amendments, if any. The proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

PAYMENT

All invoices must be submitted by the 10th of each month for work completed during the previous month. Upon receipt by the County, the invoices are payable within THIRTY (30) days from receipt, provided they have first been approved by the County and the County has accepted the work. However, payment may be delayed up to NINETY (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

**Board of County Commissioners
Accounts Payable
P.O. Box 88
Mayo, Florida 32066**

GENERAL TERMS AND CONDITIONS

TERMINATION

The County may terminate this Agreement at any time upon any of the following grounds:

1. Failure by the County to appropriate funds in the budget to pay the Contractor for the requested services.
 2. The Contractor fails to perform any of the services required in this Agreement.
 3. For the convenience of the County, in the County's discretion for any reason whatsoever.
- In the event that this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination.

A. Performance Requirements and Services:

Disaster Debris Monitoring Services could potentially include but are not limited to:

1. The services to be provided by the Contractor for the County include those which are necessary for monitoring the removal of disaster related debris material by the Removal Contractor from County streets, right-of-ways, public parks and public places, including, but not limited to, personal/private property and debris placed on or in these public sites as approved by the County to be removed. Additionally, the Contractor will monitor operations of the County Temporary Debris Staging and reduction sites and/or existing permitted disposal sites.
2. Debris Removal to be monitored by the Contractor will be designated by the County Project Manager or other personnel approved by the County.
3. The method(s) utilized for monitoring debris removal under this Agreement are to be determined by the Contractor and approved by the County. The work to be performed under this Agreement shall consist of the Contractor monitoring the clearing and removal of any and all eligible debris for the County by a process including the following responsibilities and duties:
 - A. Accurately measure and certify all truck capacities (recertify on a regular basis throughout the project)
 - B. Provide trained debris monitoring personnel to properly and accurately complete and physically control load tickets (in tower and all field sites). (Note: Optional cost of debris monitoring contractor providing Electronic automated Debris Data collection instead of paper load tickets is requested on Fee Schedule)
 - C. Ensure that trucks are accurately credited for their load
 - D. Ensure that trucks are not artificially loaded
 - E. Report if improper equipment is mobilized and used

- F. Report Debris Management and Removal Contractor issues to the County Project Manager
 - G. Ensure only eligible debris is loaded by the debris contractor and ensuring debris removal contractor is not commingling debris categories as the trucks are loaded.
 - H. Ensure trucks are properly unloaded at the landfill or disposal site
 - I. Ensure hazardous waste is not loaded by debris contractor
 - J. Validate hazardous trees, including hangers, and stumps
 - K. Monitor and maintain Federal or State required data for removal of hazardous trees, hangers, and stumps as directed by the Project Manager
 - L. Ensure contractor completes assigned route area prior to moving to other route areas without direction from the County
 - M. Maintain required photo, GIS, and GPS documentation of contractor debris removal trucks and activities. Specific examples of photo and GPS documentation are the required FEMA documentation for hazardous stump removal/tree removal /tree hanger removal, contractor property damage, and/or other assigned, special, or unusual occurrences in the field.
 - N. Document and report activities to the County which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns
 - O. Document and report to the County damages which occur on public or private property as a result of the debris removal operations
 - P. Coordinate daily briefings, work progress reports, staffing, and other key items with the County and Debris Management and Removal Contractor
 - Q. Assist the County in responding to public concerns or comments
 - R. Entering load tickets into a monitoring contractor provided database application
 - S. Digitization of source documentation (i.e. Load Tickets)
 - T. Comprehensive review, reconciliation, and validation of debris removal contractors invoices prior to submission to County for processing.
 - U. Project Worksheet support documentation and other pertinent report preparation required for reimbursement by FEMA and any other applicable agency for disaster recovery efforts by County staff, and designated debris removal contractors.
 - V. Final report and appeal preparation and assistance
-
- 4. The Contractor shall perform work so as not to interfere with the normal operations of the County, State, or Federal functions and/or violate existing regulations of these or other regulatory agencies.
 - 5. The Contractor will be expected to provide all personnel, equipment, temporary office space, forms, record keeping materials, personal protective equipment, communication equipment, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the County for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs.
 - 6. The Contractor must be fully cognizant of all pertinent Federal and State of Florida requirements and procedures and be prepared to assist the County staff in compiling and managing information and data necessary for those purposes.
 - 7. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Management and Removal Contractor or other recovery

operation forces. Such coordination shall be effected through communications with the Project Manager. To the extent authorized by the Project Manager, the Contractor shall coordinate monitoring operations directly with the Debris Management and Removal Contractor when necessary to achieve effective and efficient integration of forces.

8. The Contractor must not have been prohibited or debarred from doing business with any governmental entity for any reason. Provide a statement of assurances and compliance.
9. The Contractor must provide appropriate training of monitors that is required by Federal or State agencies for safety or for full reimbursement of funds expended for disaster recovery.
10. The Contractor must not have any conflict of interest with the County Debris Management and Removal Contractor.

B. Indemnification and Insurance:

1. Indemnity

Contractor shall indemnify, defend, hold harmless and reimburse the County, its agents and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officer, agents, and employees of any of the obligations under this Agreement. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

Contractor will promptly notify the County of any Civil or Criminal Actions filed against the Contractor or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The County, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

Owner's and Contractors Protective Liability Policy issued in the name of the County in an amount of no less than \$1,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$1,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);

Workers' Compensation Coverage. Full and complete Workers' Compensation Coverage, as required by the State of Florida, shall be required.

Professional Liability Coverage of at least \$1,000,000.00. Contractor shall be required to provide continuing Professional Liability Insurance to cover each project and for a period of two (2) years after each project is completed. Insurance requirements may vary depending on projects as determined by the County. The County may require the Contractor to provide a higher level of coverage for a specific project and time frame.

Insurance Certificates. The Contractor shall provide the County with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Commercial General Liability policy shall provide that the County be an additional named insured.

Cancellations. The County shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

Approved Providers. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized to do business under the laws of Florida.

3. Correction of Work:

The Contractor shall promptly correct all work rejected by the County as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that work which is deemed ineligible by the County's representative.

4. Right to Audit Records:

The County, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

5. Time is of the Essence:

The parties agree that time is of the essence in the completion of the work called for under this Agreement. The Contractor agrees that all work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

LOCAL SUBCONTRACTORS AND MINORITY AND/OR WOMAN BUSINESS

It is the policy of the Lafayette County, FL to provide local vendors and minorities and women equal opportunity for participating in all aspects of the County's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts.

All firms submitting bids are encouraged to utilize local and minority and women-owned suppliers and service providers whenever possible.

SPECIAL PROVISIONS

- A. The Contractor must have a representative present in the County within thirty-six (36) hours of Notification to Proceed and be able to mobilize required equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.
- B. The Contractor shall provide all necessary security and oversight for all operations.
- C. The Contractor shall provide sufficient traffic control and warning devices for conducting the monitoring contractor's work on streets and highways when outside of the Debris Removal Contractor's work zone.
- D. The anticipated Contractor work hours are sun-up to sun down seven days per week unless otherwise approved by the County.
- E. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- F. The County will identify one or more Temporary Debris Storage Sites if required. All site work on these sites must be approved by the County. The Contractor will monitor loads entering these facilities.
- G. The Disaster Debris Monitoring Contractor shall be responsible for reporting to the County and cleaning up all spills caused by the Disaster Debris Monitoring contractor's operation. Spills shall be reported to the County Project Manager immediately following discovery.

MISCELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without advance written consent of the County.
- B. The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the County or his designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Florida and the ordinances of the County.
- F. Any litigation arising out of this Agreement shall be heard in Lafayette County, FL.
- G. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and with collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

Unless otherwise stated, all official correspondence and contact shall be addressed to:

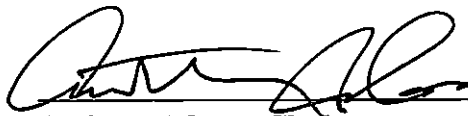
For the Contractor:

**Megan Carter, Administrative Director
North Florida Professional Services
P.O. Box 3823
Lake City, Florida 32056**

For the County:

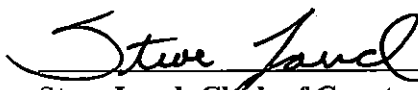
**Marc Land, Chief of Emergency Management
Lafayette County Department of Emergency Management
P.O. Box 344
Mayo, Florida 32066**

Approved on 14th day of October, 2019 at the regular Board of County Commissioners meeting.


Anthony Adams, Chairman
Board of County Commissioners


Sec./Offres.
North Florida Professional Services, Inc.

ATTEST:


Steve Land, Clerk of Court

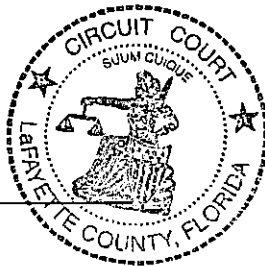


EXHIBIT A

BOOK 41 PAGE 529

NOTICE OF REQUEST FOR PROPOSALS FOR DISASTER DEBRIS MONITORING SERVICES

The Lafayette County Board of County Commissioners is soliciting sealed proposals for **DISASTER DEBRIS MONITORING SERVICES**.

Qualified firms or individuals desiring to provide the required services must submit an **original and three (3) copies** of the proposal package, in a sealed envelope or similar package marked "***Sealed Proposal for DISASTER DEBRIS MONITORING SERVICES***" to the Clerk of Court, 120 W. Main St., Mayo, Florida 32066, or P.O. Box 88, Mayo, Florida 32066, to arrive no later than **12:00 P.M.**, local time, on **THURSDAY, SEPTEMBER 5, 2019**. All proposals **MUST** have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at **2:00 P.M.** local time, or as soon thereafter as practical, on **Thursday, September 5, 2019**, in the Lafayette County Board of Commissioners' Room, Lafayette County Courthouse, 120 W. Main St. Mayo, Florida 32066.

Proposal information **MUST** be obtained from the Lafayette County Clerk of Court located at the Lafayette County Courthouse, 120 W. Main St. Mayo, Florida 32066.

Required Proposal information:

1. QUALIFICATIONS OF THE FIRM
2. QUALIFICATIONS OF STAFF
3. TECHNICAL APPROACH
4. COST PROPOSAL

The Lafayette County Board of County Commissioners reserves the right to accept and/or reject any or all bids, with or without cause, to waive technicalities or to accept the bid which, in its judgement, best serves the interest of the county of Lafayette. Persons are advised that, if they decide to appeal any decision made concerning the award of this bid, they will 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 made. Bid results other than the apparent low bidder will not be provided in response to telephone inquiries. Bidders desiring a copy of the bid abstract should include such request with a self addressed stamped envelope in their bid.

For additional information contact:

Marc Land

Lafayette County Department of Emergency Management

194 SW Virginia Circle

P.O. Box 344

Mayo, Florida 32066

(386) 294-1950

BOOK 41 PAGE 530

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

BOOK 41 PAGE 531

GENERAL PROPOSAL INFORMATION

1. Proposal information **MUST** be obtained from the Lafayette County Clerk of Court located at the Lafayette County Courthouse, 120 W. Main St. Mayo, Florida 32066.
2. One (1) original and three (3) copies of the proposal package must be submitted in person to the Clerk of Court, 120 W. Main St., Mayo, Florida 32066, or by mail to P.O. Box 88, Mayo, Florida 32066, to arrive no later than **12:00 P.M.**, local time, on **THURSDAY, SEPTEMBER 5, 2019.**
3. Proposals must be in a sealed envelope plainly marked on the outside: **"Sealed Proposal for DISASTER DEBRIS MONITORING SERVICES"**.
4. All proposals **MUST** have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.
5. Proposals not received by the Clerk of Court prior to the specified time will not be considered and **will be returned to the respondent unopened.**
6. Once opened no proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Respondents must complete and furnish with their proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
8. Proposals shall be received and respondents announced on **THURSDAY, SEPTEMBER 5,** at **2:00 PM** or as soon thereafter as practical, in the Lafayette County Board of Commissioners' Room, Lafayette County Courthouse, 120 W. Main St. Mayo, Florida 32066.
9. The Lafayette County Board of County Commissioners reserves the right to accept and/or reject any or all bids, with or without cause, to waive technicalities or to accept the bid which, in its judgement, best serves the interest of the county of Lafayette. Persons are advised that, if they decide to appeal any decision made concerning the award of this bid, they will 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 made. Bid results other than the apparent low bidder will not be provided in response to telephone inquiries. Bidders desiring a copy of the bid abstract should include such request with a self addressed stamped envelope in their bid.

10. It is the responsibility of the respondents to fully understand and follow all project expectations.
11. All bids submitted, requiring General Liability and Worker's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Lafayette County as additional insured, or a statement from a insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance policy, showing Worker's Compensation Insurance on all employees working on the project. Worker's Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Lafayette County Worker's Compensation Hold Harmless Agreement. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next qualified bidder/respondent who meets all bid specifications. The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent (Business Automobile Liability). The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim (Professional Liability). The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
12. The Lafayette County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**
13. Respondents who elect to send sealed proposals Overnight Express or Federal Express must send them to the physical address of: Clerk of Court, 120 W. Main St., Mayo, Florida 32066.
14. For additional information, contact:

Marc Land
Lafayette County Department of Emergency Management
194 SW Virginia Circle
P.O. Box 344
Mayo, Florida 32066
(386) 294-1950

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS	HOURLY RATES
Project Manager	\$ <u>150.00</u>
Operations Managers	\$ <u>130.00</u>
GIS Analyst	\$ <u>75.00</u>
Environmental Specialist	\$ <u>115.00</u>
Field Supervisors	\$ <u>90.00</u>
Data Manager	\$ <u>90.00</u>
Debris Site/Tower Monitors	\$ <u>90.00</u>
Crew Monitors	\$ <u>70.00</u>
Load Ticket Data Entry Clerks (QA/QC)	\$ <u>55.00</u>
Project Coordinators	\$ <u>90.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

BOOK 41 PAGE 534

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up.

GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES

POSITIONS	HOURLY RATES
Legislative Affairs Consultant	\$ <u>150.00</u>
Project Manager	\$ <u>130.00</u>
Senior Grant Management Consultant	\$ <u>150.00</u>
Project Engineer	\$ <u>150.00</u>
Grant Management Consultant	\$ <u>100.00</u>
Environmental Scientist (Regulatory Support)	\$ <u>200.00</u>
Grant Management Specialist	\$ <u>100.00</u>
Grant Management Analyst	\$ <u>90.00</u>
Field Site Inspector	\$ <u>90.00</u>
Office/Clerical	\$ <u>55.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up.

EMERGENCY MANAGEMENT PLANNING AND TRAINING

POSITIONS	HOURLY RATES
Project Manager	\$ <u>N/A</u>
Senior Consultant	\$ <u>N/A</u>
Emergency Management Consultant	\$ <u>N/A</u>
Emergency Management Trainer	\$ <u>N/A</u>
Emergency Management Specialist	\$ <u>N/A</u>
Emergency Management Analyst	\$ <u>N/A</u>
Office/Clerical	\$ <u>N/A</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach job description for each position.

COMPANY NAME: North Florida Professional Services, Inc.

SUBMITTED BY: Megan Carter, Administrative Director
Print Name

Megan Cuth
Signature

9/4/2019
Date

PROPOSAL CHECKLIST

BOOK 41 PAGE 536

Check Items Included:

✓

1. Required proposal information referenced above.

✓

2. Certificate of Liability Insurance or Agent Statement as outlined in the General Considerations (**MUST BE INCLUDED**).

✓

3. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State, Articles of Incorporation, and Lafayette County Workers Compensation Hold Harmless Agreement (**MUST BE INCLUDED WITH BID**).

✓

4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (**AFFIDAVIT ENCLOSED**).

Checklist **Please include with proposal.**



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/24/2017

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) 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 certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Melissa Canestro PHONE (A/C, No., Ext): 360-626-2008 FAX (A/C, No.): 360-598-3703 E-MAIL: mcanestro@hallandcompany.com ADDRESS:														
INSURED 18876 North Florida Professional Services Inc PO Box 3823 Lake City FL 32056	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Atlantic Casualty Insurance Company</td> <td>42846</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Atlantic Casualty Insurance Company	42846	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Atlantic Casualty Insurance Company	42846														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1317026687

REVISION NUMBER:

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

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab; Claims Made			DPL656217	3/15/2017	3/15/2018	\$2,000,000 Per Claim \$2,000,000 Aggregate

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2017

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) 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 certificate holder in lieu of such endorsement(s).

PRODUCER Trevor Hickman Insurance 383 SW Baya Dr Lake City FL 32025		CONTACT NAME: Crystal Cantrell PHONE (A/C No. Ext): (386) 752-0006 E-MAIL ADDRESS: crystal@thinsagency.com FAX (A/C No): 3867529808	
INSURED North Florida Professional Services Inc P.O. BOX 3823 Lake City FL 32056-3823		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONWIDE INS CO OF AMERICA INSURER B: DEPOSITORS INSURANCE INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25453 42587	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	ACPBPOZ5934388204	03/22/2017	03/22/2018	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPROP AGG \$ 2000000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	ACPBPOZ5934388204	03/22/2017	03/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ACPWCD5944388204	03/22/2017	03/22/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

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

Certificate holder is listed as additional insured in regards to the General Liability policy

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, N FL Professional Services 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 Lafayette County having accepted the said Worker's Compensation exemption and Lafayette County having agreed for me to proceed with the following project, to-wit:

LAFAYETTE COUNTY DISASTER DEBRIS MONITORING SERVICES

1. I hereby agree to indemnify, hold harmless and defend Lafayette 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 Lafayette 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 Lafayette 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 Lafayette 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 4th day of September, ~~2017~~
2019

WITNESS:

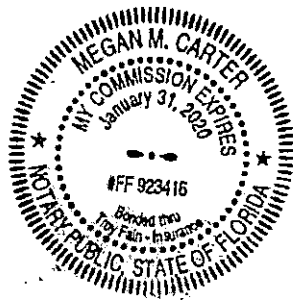
[Signature]

STATE OF FLORIDA
COUNTY OF LAFAYETTE

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, R.P. Bishop, Jr., P.E., personally known to me () produced identification () to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 4th day of September,

~~2017~~
2019



[Signature]
NOTARY PUBLIC
My Commission Expires:

Accepted by Lafayette County, Florida this _____ day of _____, 2017, by

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
 THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
 AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
 for Disaster Debris Monitoring Services
2. This sworn statement is submitted by North Florida Professional Services, Inc.
 (Name of entity submitting sworn statement)
 Whose business address is P.O. Box 3823, Lake City, FL 32056
 _____ and
 (if applicable) its Federal Employer Identification Number (FEIN) is 27-1868423,
 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
 statement: _____.)
3. My name is R.P. Bishop, Jr., PE and my relationship to the entity
 name above is Vice-President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a
 violation of any state or federal law by a person with respect to and directly related to the transaction of
 business with any public entity or with an agency or political subdivision of any other state or with the
 United States, including, but not limited to, any bid or contract for goods or services to be provided to any
 public entity or an agency or political subdivision of any other state or of the United States and involving
 antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes,
 means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in
 any federal or state trial court or record relating to charges brought by indictment or information after July
 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo
 contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and
 who has been convicted of a public entity crime. The term "affiliate" includes those officers,
 directors, executives, partners, shareholders, employees, members, and agents who are in the
 management of an affiliate. The ownership by one person of shares constituting a controlling
 interest in another person, or a pooling of equipment or income among persons when not for fair
 market value under an arm's length agreement, shall be a prima facie case that one person controls
 another person. A person who knowingly enters into a joint venture with a person who has been
 convicted of a public entity crime in Florida during the preceding 36 months shall be considered an
 affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(c), Florida Statutes, means any natural
 person or entity organized under the laws of any state or the United States with the legal power to enter into

a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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


(Signature)

9/4/2019
(Date)

STATE OF Florida

COUNTY OF Columbia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, R.P. Bishop, Jr., P.E.
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 4th day of September, 2019.


NOTARY PUBLIC

My commission expires: 1/31/2020 FORM PUR 7068 (Rev. 11/89)

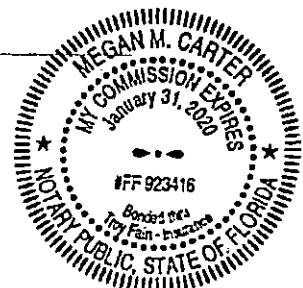


Exhibit B

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility

to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

Check History Report
Sorted By Check Number
Activity From: 10/14/2019 to 10/14/2019

BOOK 41 PAGE 549

Lafayette County (GNF)

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
060646	10/14/2019	AASW	Aucilla Area Solid Waste Admin	8,544.48	Auto
060647	10/14/2019	AHLIC	American Heritage Life Insurance Company	221.47	Auto
060648	10/14/2019	APLO	Ag-Pro Live Oak	91.70	Auto
060649	10/14/2019	APRIL	April Sellers	11.38	Auto
060650	10/14/2019	BEARD	Beard Equipment Company	500.00	Auto
060651	10/14/2019	BR	Blue Rok, Inc.	2,782.27	Auto
060652	10/14/2019	BSW	Blue Summit Waters, LLC	217.30	Auto
060653	10/14/2019	CES	City Electric Supply	413.38	Auto
060654	10/14/2019	CINTAS	Cintas Corporation #148	161.44	Auto
060655	10/14/2019	DBM	Dr. Bogdan Maliszewski	700.00	Auto
060656	10/14/2019	DE	Duke Energy	243.64	Auto
060657	10/14/2019	DISH	Dish Network	121.19	Auto
060658	10/14/2019	DMHC	Doctor's Memorial Hospital Clinic	85.00	Auto
060659	10/14/2019	DMINC	Denali Materials, Inc.	4,703.09	Auto
060660	10/14/2019	EEI	Emergency Educational Training Inst.	345.00	Auto
060661	10/14/2019	GH	Grace Hingson	36.00	Auto
060662	10/14/2019	HASI	Hamlin Auto Supply, Inc	1,867.02	Auto
060663	10/14/2019	KWB	Ketchum, Wood & Burgert	74.00	Auto
060664	10/14/2019	MACL	Mayo Air Conditioning, LLC	425.95	Auto
060665	10/14/2019	MAP	Mayo Auto Parts	1,643.82	Auto
060666	10/14/2019	MES	Municipal Emergency Services	410.00	Auto
060667	10/14/2019	MF	Mayo Fertilizer	41.72	Auto
060668	10/14/2019	MH	Mayo Hardware	6,443.01	Auto
060669	10/14/2019	MP	Mayo Postmaster	330.00	Auto
060670	10/14/2019	MTCI	Mayo Truck Clinic, Inc.	650.00	Auto
060671	10/14/2019	MTG	Matheson Tri-Gas Inc.	151.89	Auto
060672	10/14/2019	NFP	North Florida Printing	84.00	Auto
060673	10/14/2019	NFPM	North Florida Pharmacy of Mayo	822.05	Auto
060674	10/14/2019	NFPS	North Florida Professional Ser	5,857.50	Auto
060675	10/14/2019	NTAS	Neece Tire & Auto Service Inc	2,218.30	Auto
060676	10/14/2019	PPP	Putnal's Premium Pine Straw	675.00	Auto
060677	10/14/2019	PR	Preble-Rish\Deberry Engineers Inc	47,900.00	Auto
060678	10/14/2019	PRCO	Preferred Rental Company	368.00	Auto
060679	10/14/2019	QC	Quill Corporation	550.60	Auto
060680	10/14/2019	QDDT	Quest Diagnostics	40.50	Auto
060681	10/14/2019	QMC	Quick Med Claims	1,284.10	Auto
060682	10/14/2019	RP	Ring Power	3,480.56	Auto
060683	10/14/2019	SC	Suwannee North Florida Sports Connection	590.00	Auto
060684	10/14/2019	SCBCC	Suwannee County Board of County Commissioners	770.63	Auto
060685	10/14/2019	SGMG	South Georgia Media Group	669.38	Auto
060686	10/14/2019	SSC	Security Safe Company, Inc.	3,326.00	Auto
060687	10/14/2019	SVE	Suwannee Valley Electric	28.44	Auto
060688	10/14/2019	TOM	Town of Mayo	607.33	Auto
060689	10/14/2019	TPHARM	Taylor's Pharmacy	343.50	Auto
060690	10/14/2019	URI	United Refrigeration Inc.	58.48	Auto
060691	10/14/2019	W	Windstream	1,536.21	Auto
060692	10/14/2019	WRW	W R Williams Distributors	22,450.22	Auto
060693	10/14/2019	WSLO	Winsupply of Live Oak	234.63	Auto
060694	10/14/2019	ZMC	Zoll Medical Corporation GPO	1,879.58	Auto
060695	10/14/2019	AFLAC	AFLAC	1,198.36	Auto
060696	10/14/2019	DTVFD	Day Town Volunteer Fire Dept.	2,000.00	Auto
060697	10/14/2019	FDACS	FL Dept. of Ag & Consumer Ser	22,716.69	Auto
060698	10/14/2019	FLGHIC	FL Local Government Health Insurance Consortium	65,001.45	Auto
060699	10/14/2019	JDC	John Deere Credit	11,924.58	Auto

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
060700	10/14/2019	LCPA	Lafayette County Property App.	24,391.50	Auto
060701	10/14/2019	LCSC	Lafayette County Sheriff	75,000.00	Auto
060702	10/14/2019	LCSE	Lafayette County Sup of Electi	19,968.26	Auto
060703	10/14/2019	LCSE9	Lafayette County Sheriff	25,000.00	Auto
060704	10/14/2019	LCSLE	Lafayette County Sheriff	85,000.00	Auto
060705	10/14/2019	LCSRO	Lafayette County Sheriff	15,833.33	Auto
060706	10/14/2019	LCTC	Lafayette County Tax Collector	27,007.00	Auto
060707	10/14/2019	LN	Liberty National Life Insuranc	866.07	Auto
060708	10/14/2019	ME	Mowrey Elevator Co of FL	245.37	Auto
060709	10/14/2019	MOS	McCrimon's Office Supply	132.66	Auto
060710	10/14/2019	PCC CARE	Professional Carpet Care	876.43	Auto
060711	10/14/2019	PD	Public Defender Occupancy Acco	341.00	Auto
060712	10/14/2019	PDIT	Public Defender I.T.	242.00	Auto
060713	10/14/2019	SA	Jeff Siegmeister	1,634.06	Auto
060714	10/14/2019	SAIT	Jeff Siegmeister	721.36	Auto
060715	10/14/2019	TANF	The Arc North Florida, Inc	3,000.00	Auto
060716	10/14/2019	TCI	Tri-County Irrigation, Inc.	171.86	Auto
060717	10/14/2019	W	Windstream	522.29	Auto
060718	10/14/2019	WSLO	Winsupply of Live Oak	327.85	Auto
060719	10/14/2019	ZTECH	Z Tech LLC	213.78	Auto
060720	10/14/2019	SSC	Security Safe Company, Inc.	89.00	Auto
060721	10/14/2019	BPE	Byrd's Power Equipment	66.82	Auto
060722	10/14/2019	FFB	First Federal Bank of Florida	3,867.98	Auto
060723	10/14/2019	L4H	Lafayette 4-H	5,552.66	Auto

Bank A Total: 520,902.12

Report Total: 520,902.12

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 14TH DAY OF OCTOBER, 2019.

San, Lal
Ray M. L.
David Walker
Ernest S. Jones

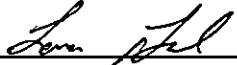



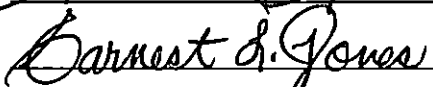
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON OCTOBER 14, 2019.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Windstream	Utilities	552-430		\$ 257.39
Mayo Hardware	Construction	552-630		\$ 33.33
Mayo Hardware	Maint- A+ Trailers	552-461		\$ 300.36
Vann Capet One Flooring	Maint- A+ Trailers	552-461		\$ 287.97
Mayo Air Conditioning	Maint- A+ Trailers	552-461		\$ 75.00
TOTAL				\$ 954.05

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 14TH DAY OF OCTOBER, 2019.

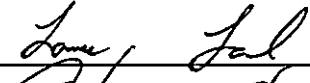

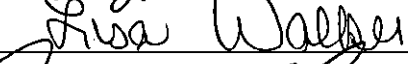

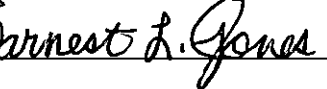
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON OCTOBER 14, 2019.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
AT&T	Communications	526-410		\$ 125.00
Windstream	Communications	526-410		\$ 257.39
TOTAL				\$ 382.39

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 14TH DAY OF OCTOBER, 2019.

Lafayette County Board of County Commissioners

20.h.sc.900.169

This Amendment is between the State of Florida, Department of State, Division Historical Resources hereinafter referred to as the "Division" and Lafayette County Board of County Commissioners, hereinafter referred to as the "Grantee".

The parties entered into a grant agreement for the implementation of a Special Category grant, for Lafayette County Courthouse Clock Tower - Line Item. The parties now mutually desire to amend certain terms and conditions of the grant agreement.

In consideration of the covenants contained herein, it is agreed:

All section of the original grant agreement not specifically amended by this or a prior written amendment and all prior written amendments are hereby reaffirmed.

The following sections are hereby revised as follows:

Original Contract Terms and Conditions**Amended Contract Terms and Conditions****9. Additional Special Conditions****Development Projects**

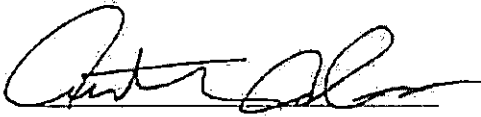
1. All project work must be in compliance with the **Secretary of the Interior's Standards and Guidelines** available online at www.nps.gov/tps/standards.htm.
2. The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>.
3. Architectural Services
 - a) All projects shall require contracting for architectural/engineering services.
 - b) The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.
 - a) Upon completion of **schematic design**;
 - b) Upon completion of **design development and outline specifications**; and
 - c) Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
4. Architectural Documents and Construction Contracts
5. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
6. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
 - a) Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 - b) If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological

- resources.
- c) Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 - d) When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.
 - e) Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

AUTHORIZATION

BOOK 41 PAGE 555



Authorized official for the Grantee

Timothy A. Parsons, Director

Authorized official for the Division

Anthony Adams
Authorized official Signature

10/14/19
Date

Angie E. Nelson
for Division Authorized official Signature

10/22/19
Date