



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 3 3:30 PM

TO: Finance and Audit Committee

DATE: 6/25/2018

FROM: Karen Thomas, Administrative &
Contractual Services

SUBJECT: Approval of second renewal to Bid #14/15-38, Roadway Striping & Marking to Roadscape North Florida, Inc. as needed for one year with no increase in price. Funding Source: 101-3711-546100 (Transportation Trust Fund / Traffic Operations / Repairs and Maintenance) (D. Smith)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bid was awarded to two vendors. Southern States Pavement Markings does not desire to renew for the second renewal.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted (Yes/No/N/A):

Yes

Funding Source: Transportation Trust Fund / Traffic Operations / Repairs and Maintenance
Account # 101-3711-546100 Amount - Per Unit Prices As Needed

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

□ [Memo - 14/15-38 Second Renewal](#)


REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	6/28/2018 - 2:12 PM	
County Manager	Kopelousos, Stephanie	Approved	6/29/2018 - 10:25 AM	

ROADSCAPE NORTH FLORIDA, INC.
14476-704 DUVAL PLACE WEST
Jacksonville, Fl. 32218
(904)591-4635

DATE: 04-09-2018

ROADSCAPE NORTH FLORIDA, INC. IS WRITING TO INFORM CLAY COUNTY PUBLIC
WORKS OF OUR INTENTIONS TO RENEW ANNUAL CONTRACT AT CURRENT BID SHEET
PRICING.


Bilal S. Saleem-President

Donna Fish

From: James E. Walker
Sent: Wednesday, May 09, 2018 7:20 AM
To: Donna Fish
Subject: FW: SSPMI Intent to not renew the Clay County Roadway and Striping Bid

Fyi...

From: William Gould
Sent: Wednesday, May 9, 2018 7:07 AM
To: James E. Walker <James.Walker@claycountygov.com>
Subject: FW: SSPMI Intent to not renew the Clay County Roadway and Striping Bid

From: Joey Robinson [<mailto:joeyrobinson1969@gmail.com>]
Sent: Thursday, May 03, 2018 3:30 PM
To: William Gould; Melvin Carter; Kevin A Carter
Subject: SSPMI Intent to not renew the Clay County Roadway and Striping Bid

William,

This email serves as formal notification that Southern States Pavement Markings **does not** desire to renew the agreement between SSPMI and Clay County Government for the Clay County Roadway and Striping Bid. We have enjoyed working with Clay County and look forward to working with you and your team in the future on other projects. Please do not hesitate to contact me with any questions.

Joey Robinson
Executive Vice President
Southern States Pavement Markings, Inc.
1745 Lakeside Avenue
St. Augustine, Fl. 32084
Office: 904-814-8410
Mobile: 904-334-4291
email: joey@sspmi.net
website: sspmi.net

BID #14/15-38, Roadway Striping and Marking

1. Painted Pavement Markings				
Item Number	Item Description	Unit	BID A	BID B
1.	Pavement Marking, Solid (4") (White)	LF	\$.08	\$.08
2.	Pavement Marking, Solid (6") (White)	LF	\$.16	\$.16
3.	Pavement Marking, Solid (12") (White)	LF	\$.75	\$.75
4.	Pavement Marking, Solid (18") (White)	LF	\$.90	\$.90
5.	Pavement Marking, Solid (24") (White)	LF	\$ 1.50	\$ 1.50
6.	Pavement Marking, Solid (4") (Yellow)	LF	\$.08	\$.08
7.	Pavement Marking, Solid (6") (Yellow)	LF	\$.16	\$.16
8.	Pavement Marking, Solid (12") (Yellow)	LF	\$.75	\$.75
9.	Pavement Marking, Solid (18") (Yellow)	LF	\$.90	\$.90
10.	Pavement Marking, Solid (24") (Yellow)	LF	\$ 1.50	\$ 1.50
11.	Pavement Marking, Skip (4") (White)	LF	\$.13	\$.13
12.	Pavement Marking, Skip (6") (White)	LF	\$.17	\$.17
13.	Pavement Marking, Skip (4") (Yellow)	LF	\$.13	\$.13
14.	Pavement Marking, Skip (6") (Yellow)	LF	\$.17	\$.17
15.	Pavement Marking, Double Yellow (4")	LF	\$.16	\$.16
16.	Pavement Marking, Double Yellow (6")	LF	\$.32	\$.32
17.	Pavement Marking, Skip (4") (White/Black)	GM	\$ 211. ⁰⁰	\$ 211. ⁰⁰
18.	Pavement Marking, Skip (6") (White/Black)	GM	\$ 396. ⁰⁰	\$ 396. ⁰⁰
19.	Pavement Marking, Skip (4") (Yellow)	GM	\$ 211. ⁰⁰	\$ 211. ⁰⁰
20.	Pavement Marking, Skip (6") (Yellow)	GM	\$ 396. ⁰⁰	\$ 396. ⁰⁰
21.	Pavement Marking, Solid (4") (White)	NM	\$ 422. ⁴⁰	\$ 422. ⁴⁰
22.	Pavement Marking, Solid (4") (Yellow)	NM	\$ 422. ⁴⁰	\$ 422. ⁴⁰
23.	Pavement Marking, Solid (6") (White)	NM	\$ 844. ⁸⁰	\$ 844. ⁸⁰
24.	Pavement Marking, Solid (6") (Yellow)	NM	\$ 844. ⁸⁰	\$ 844. ⁸⁰
25.	Pavement Marking, Double Yellow (6")	NM	\$ 1689. ⁶⁰	\$ 1689. ⁶⁰
2. Painted Pavement Messages and Markings				
26.	STOP	EA	\$ 60. ⁰⁰	\$ 60. ⁰⁰
27.	R/R	EA	\$ 100. ⁰⁰	\$ 100. ⁰⁰
28.	ONLY	EA	\$ 35. ⁰⁰	\$ 35. ⁰⁰
29.	MERGE	EA	\$ 60. ⁰⁰	\$ 60. ⁰⁰
30.	SCHOOL	EA	\$ 100. ⁰⁰	\$ 100. ⁰⁰
31.	YIELD	EA	\$ 60. ⁰⁰	\$ 60. ⁰⁰

32.	DO NOT BLOCK	EA	\$ 120. ⁰⁰	\$ 120. ⁰⁰
33.	BIDIRECTIONAL ARROW	EA	\$ 60. ⁰⁰	\$ 60. ⁰⁰
34.	DIRECTIONAL ARROW (LEFT/RIGHT)	EA	\$ 30. ⁰⁰	\$ 30. ⁰⁰
35.	DIRECTIONAL ARROW (STRAIGHT)	EA	\$ 30. ⁰⁰	\$ 30. ⁰⁰
36.	Complete Handicap Parking Area	EA	\$ 150. ⁰⁰	\$ 150. ⁰⁰
37.	Removal of Existing Markings	SQ FT	\$ 2.50	\$ 2.50
Total of Section 1 and 2			\$6253. ³⁶	\$6253. ³⁶
3. Thermoplastic Pavement Markings				
38.	Pavement Marking, Solid (4") (White)	LF	\$.28	\$.28
39.	Pavement Marking, Solid (6") (White)	LF	\$.45	\$.45
40.	Pavement Marking, Solid (12") (White)	LF	\$ 2.10	\$ 2.10
41.	Pavement Marking, Solid (18") (White)	LF	\$ 2.50	\$ 2.50
42.	Pavement Marking, Solid (24") (White)	LF	\$ 3.10	\$ 3.10
43.	Pavement Marking, Solid (4") (Yellow)	LF	\$.28	\$.28
44.	Pavement Marking, Solid (6") (Yellow)	LF	\$.45	\$.45
45.	Pavement Marking, Solid (12") (Yellow)	LF	\$ 2.10	\$ 2.10
46.	Pavement Marking, Solid (18") (Yellow)	LF	\$ 2.50	\$ 2.50
47.	Pavement Marking, Solid (24") (Yellow)	LF	\$ 3.10	\$ 3.10
48.	Pavement Marking, Skip (4") (White)	LF	\$.28	\$.28
49.	Pavement Marking, Skip (6") (White)	LF	\$.45	\$.45
50.	Pavement Marking, Skip (4") (Yellow)	LF	\$.28	\$.28
51.	Pavement Marking, Skip (6") (Yellow)	LF	\$.45	\$.45
52.	Pavement Marking, Double Yellow (4")	LF	\$.56	\$.56
53.	Pavement Marking, Double Yellow (6")	LF	\$.90	\$.90
54.	Pavement Marking, Skip (4") (White/Black)	GM	\$ 1600. ⁰⁰	\$ 1600. ⁰⁰
55.	Pavement Marking, Skip (6") (White/Black)	GM	\$ 2800. ⁰⁰	\$ 2800. ⁰⁰
56.	Pavement Marking, Skip (4") (Yellow)	GM	\$ 1800. ⁰⁰	\$ 1800. ⁰⁰
57.	Pavement Marking, Skip (6") (Yellow)	GM	\$ 2800. ⁰⁰	\$ 2800. ⁰⁰
58.	Pavement Marking, Solid (4") (White)	NM	\$ 1800. ⁰⁰	\$ 1800. ⁰⁰
59.	Pavement Marking, Solid (4") (Yellow)	NM	\$ 2400. ⁰⁰	\$ 2400. ⁰⁰
60.	Pavement Marking, Solid (6") (White)	NM	\$ 2400. ⁰⁰	\$ 2400. ⁰⁰
61.	Pavement Marking, Solid (6") (Yellow)	NM	\$ 2400. ⁰⁰	\$ 2400. ⁰⁰
62.	Pavement Marking, Double Yellow (6")	NM	\$ 4800. ⁰⁰	\$ 4800. ⁰⁰
4. Thermoplastic Pavement Messages and Marking				
63.	STOP	EA	\$ 60. ⁰⁰	\$ 60. ⁰⁰

64.	R/R	EA	\$ 200. ⁰⁰	\$ 200. ⁰⁰
65.	ONLY	EA	\$ 60. ⁰⁰	\$ 60. ⁰⁰
66.	MERGE	EA	\$ 80. ⁰⁰	\$ 80. ⁰⁰
67.	SCHOOL	EA	\$ 250. ⁰⁰	\$ 250. ⁰⁰
68.	YIELD	EA	\$ 100. ⁰⁰	\$ 100. ⁰⁰
69.	DO NOT BLOCK	EA	\$ 60. ⁰⁰	\$ 60. ⁰⁰
70.	BIKE SYMBOL & ARROW	EA	\$ 120. ⁰⁰	\$ 120. ⁰⁰
71.	BIDIRECTIONAL ARROW	EA	\$ 120. ⁰⁰	\$ 120. ⁰⁰
72.	DIRECTIONAL ARROW (LEFT/RIGHT)	EA	\$ 70	\$ 70. ⁰⁰
73.	DIRECTIONAL ARROW (STRAIGHT)	EA	\$ 70	\$ 70. ⁰⁰
74.	Complete Handicap Parking Area	EA	\$ 220. ⁰⁰	\$ 220. ⁰⁰
75.	Removal of Existing Markings	SQ FT	\$ 2. ⁰⁰	\$ 2. ⁰⁰
Total of Section 3 and 4			\$ 22,231. ⁷⁸	\$ 22,231. ⁷⁸
5. Reflective Pavement Markers and Accessories				
76.	Bi-Directional	EA	\$ 3. ⁰⁰	\$ 3. ⁰⁰
77.	Mono-Directional	EA	\$ 3. ⁰⁰	\$ 3. ⁰⁰
78.	Island Nose (Reflective Paint) (White)	SQ FT	\$ 3.50	\$ 3.50
79.	Island Nose (Reflective Paint) (Yellow)	SQ FT	\$ 3. ⁰⁰	\$ 3. ⁰⁰
80.	Reflective Pavement Marker Removal	EA	\$.50	\$.50
Total of Section 5			\$ 13. ⁰⁰	\$ 13. ⁰⁰
Total of Sections 1 through 5			\$ 28,498. ¹⁴	\$ 28,498. ¹⁴
Total of Sections 1 through 5 Handwritten for Bid A:				
Twenty Eight Thousand four Hundred ninety Eight Dollars and fourteen CENTS				
Total of Sections 1 through 5 Handwritten for Bid B:				
Twenty Eight Thousand four Hundred ninety Eight Dollars and fourteen CENTS				

Clay County reserves the right to award to multiple vendors based on the various items and cost provided. The County also desires to award this bid in two categories and may award this bid to more than one Contractor based on the ability or willingness to perform each category. Category "A" is defined as individual projects less than \$5,000.00 and Category "B" as individual projects \$5,000.00 or greater.

BID #14/15-38, ROADWAY STRIPING AND MARKING

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: ROADSCAPE NORTH FLORIDA, Inc

ADDRESS: 14476-704 DUVAL PLACE WEST
JACKSONVILLE, FLORIDA 32218

TELEPHONE: 904-591-4635

FAX #: 904-766-9181

E-MAIL: ROADSCAPE1@yahoo.com

Name of Person submitting Bid: BILAL S. SALEEM

Title: PRESIDENT

Signature: Bilal S. Saleem

Date: 6/11/2015

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____	Date: _____	Acknowledged by: _____
Addendum No. _____	Date: _____	Acknowledged by: _____
Addendum No. _____	Date: _____	Acknowledged by: _____



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 3 3:30 PM

TO: Finance and Audit Committee

DATE: 6/27/2018

FROM: Administrative and Contractual Services

SUBJECT:

Approval to release the current easement and grant a replacement easement to Clay Electric Cooperative, Inc., at Walter Odom Park, for the purpose of relocating the existing overhead distribution line. Funding Source: Not Applicable (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Clay Electric has a current easement but the work they need to perform falls outside of the boundary of the current easement. The current easement will be released and the new easement assumed. The work will consist of relocating the existing overhead distribution line in order to keep it from sliding into a drainage ditch at the north end of Walter Odom Park.

Is Funding Required (Yes/No):

No

If Yes, Was the item budgeted (Yes/No/N/A):

No

Funding Source: Not Applicable

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

Planning Requirements:

Public Hearing Required (Yes/No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ☐ [Staff Review Sheet](#)
- ☐ [Release of Easement Instrument](#)
- ☐ [Replacement Easement Instrument](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	6/28/2018 - 8:37 AM	
County Manager	Kopelousos, Stephanie	Approved	6/29/2018 - 10:26 AM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE <i>ECC</i> <i>FIN 7-3-18</i>
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	18 June 2018	
Staff Member Preparing Form:	James Householder <i>JMH</i>	
Department Submitting Contract:	Facilities Management Office	
Vendor Name:	Clay Electric Cooperative, Inc.	
Contract Title:	Request for Utility Easement at Walter Odom Park	
*Please type N/A below next to items not applicable.	SUMMARY (TO BE COMPLETED BY DEPARTMENT)	
	Yes	No
1. New Contract: Easement	<input checked="" type="checkbox"/>	
2. Renewal/Amend./Supplement:		<input checked="" type="checkbox"/>
3. Sole Source* (explain below): N/A *		
4. Quotes/bid policy met: M/A		
5. Need to waive bid policy:		<input checked="" type="checkbox"/>
6. Automatic renewal:		<input checked="" type="checkbox"/>
7. Standard Addendum Executed:		<input checked="" type="checkbox"/>
8. Advance Payment Required:		<input checked="" type="checkbox"/>
		9. Contract Amount (*Detail negotiation efforts below) N/A
		10. Previous Price (*If increase explain below) N/A
		11. Date of Original Contract April 26 1972 (date of existing easement)
		12. Number of Renewals N/A
		13. Length of Term N/A
		14. Price Negotiation Efforts: N/A
Funding Source		Requested Action: (Please type below)
Account Number:		Release of existing easement and approval of new easement as requested.
001-3201-544000		Background/Purpose: (Please type below)
FULL Account Name:		Clay Electric has a current easement but the work they need to perform falls outside of the boundary of the current easement; the current easement will be released and the new one assumed.
General Fund - Parks and Rec - Rentals and Leases		

Approvals

Purchasing: <i>ST</i>	No Changes	With Changes
Review Date: <i>6-18-18</i>	<input type="checkbox"/>	<input type="checkbox"/>

Budget: <i>agg</i>	No Changes	With Changes
Review Date: <i>6-18-18</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Finance: <i>ls</i>	No Changes	With Changes
Review Date: <i>6/22/18</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

County Attorney: <i>BM</i>	No Changes	With Changes
Review Date: <i>6/22/18</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Recommended Changes: (Please type below)

*Sole Source Explanation: (Please type below)

Governed by only the State of Florida

CLAY COUNTY BOARD OF COMMISSIONERS

2018 JUN 18 PM 4:13

RECEIVED
PURCHASING DIVISION

PREPARED BY AND RETURN:

Jodi Carroll
CLAY ELECTRIC COOP., INC.
P. O. Box 308
Keystone Hgts., FL 32656

Tax Parcel Number:
06-04s-26e-010695-000-00

RELEASE OF EASEMENT

FROM:

CLAY ELECTRIC COOPERATIVE, INC.
Post Office Box 308
Keystone Heights, Florida 32656-0308

Space above for recording data

TO:

Clay County, A Political Subdivision: by it's BOCC
P.O. Box 988
Green Cove Springs, FL 32043-0988

WHEREAS heretofore, Kingsley Development Company, Inc., (predecessor in title to CLAY COUNTY, A POLITICAL SUBDIVISION), granted a right of way easement to CLAY ELECTRIC COOPERATIVE, INC. ("CLAY ELECTRIC") by instrument recorded as O.R. Book 237, page 53 of Clay County, Florida dated April 26, 1972.

WHEREAS Clay County, A Political Subdivision has requested CLAY ELECTRIC to release its easement rights to the real property encumbered by above-mentioned Easement,

WHEREAS CLAY ELECTRIC has obtained a replacement easement from Clay County, A Political Subdivision and recorded in Official Records Book _____, Page _____ of the Public Records of Clay County, Florida.

NOW, THEREFORE, for and in consideration of a sum of Ten Dollars and other good and valuable consideration, each to the other in hand paid the sufficiency and receipt of which is hereby acknowledged, CLAY ELECTRIC does hereby release, discharge and quit-claim to Clay County, A Political Subdivision its easement rights and interests granted to it in the above stated easement, April 26, 1972. Except for the easement specifically released by this instrument, CLAY ELECTRIC expressly reserves and retains all of its remaining easement rights and interests.

IN WITNESS WHEREOF, CLAY ELECTRIC COOPERATIVE, INC., has executed this instrument by its undersigned authorized representative on this _____ day of _____, 2018.

WITNESSES:

CLAY ELECTRIC COOPERATIVE, INC.

Witness signature
Print/type name: Lorrie Keaton

By: _____
Richard K. Davis, General Manager &
Chief Executive Officer

Witness signature
Print/type name: Jodi L Carroll

STATE OF FLORIDA
COUNTY OF CLAY

I HEREBY CERTIFY that the foregoing instrument was sworn to, subscribed, and acknowledged before me on this day, by RICHARD K. DAVIS, the General Manager and Chief Executive Officer, on behalf of CLAY ELECTRIC COOPERATIVE, INC., who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2018.

Printed Name: Jodi L Carroll
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____

Clay Electric Cooperative, Inc.
P. O. Box 308
Keystone Heights, Florida 32656

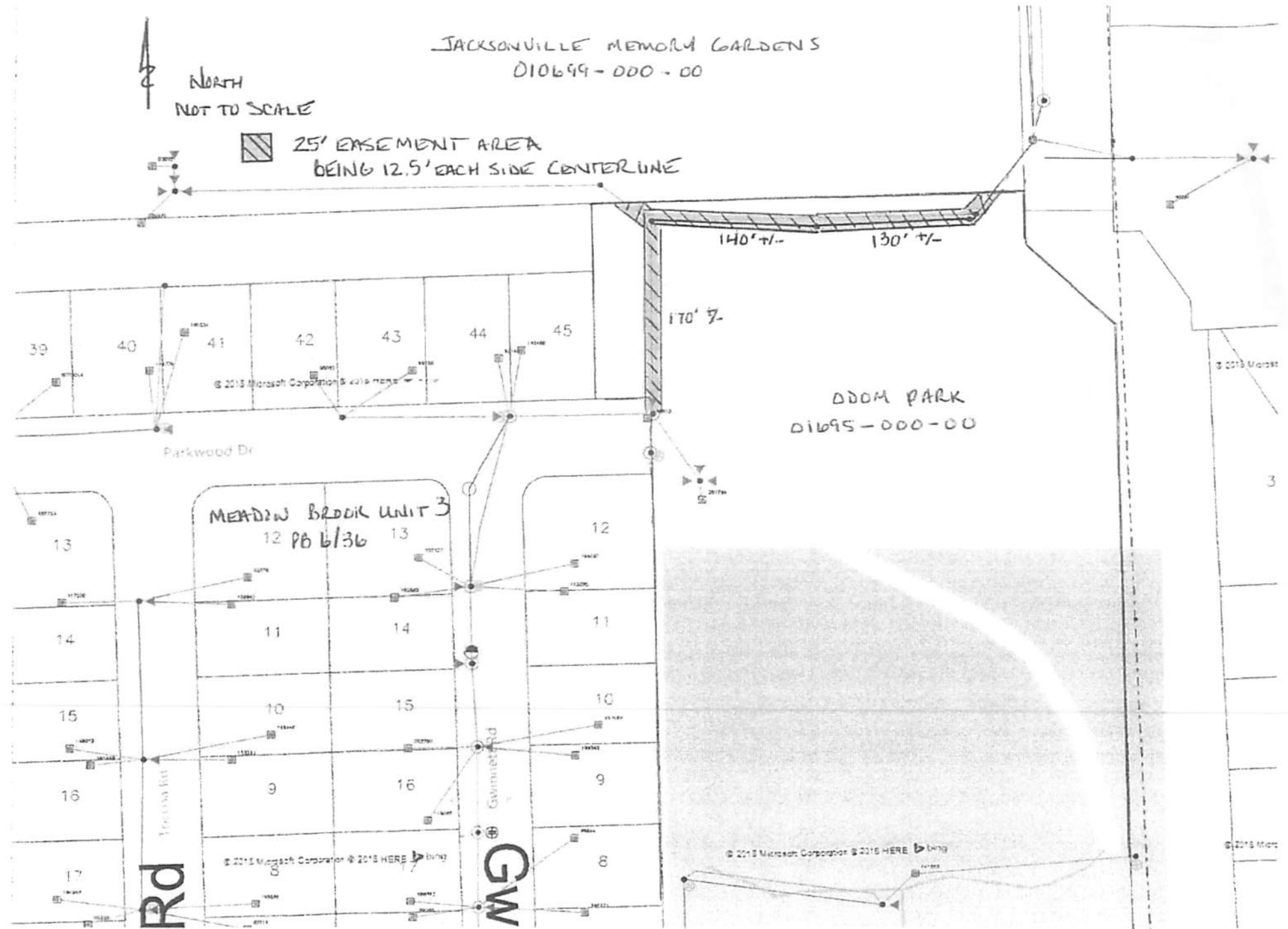
Tax Parcel Number:
06-04s-26e-010695-000-00

Exhibit "A"

A certain tract or parcel of land being a part of the Southeast 1/4 of Section 6, Township 4 South, Range 26 East, Clay County, Florida, being more particularly described as follows:

A portion of those lands as described and recorded in Official Records Book 212, page 654 public records of said County for the Kingsley Development Company, Inc., bounded on the South line by those lands as recorded in Official Records Book 55, page 129; bounded on the West line by a portion of those lands recorded in Official Records Book 55, page 129, and a portion of the Easterly line as shown on the Plat of Meadowbrook Unit 3, lying Northerly of Parkwood Drive, (66 foot right-of-way), as recorded in Plat Book 6, page 36; bounded on the Northerly line by a portion of those lands as recorded in Deed Book 100, page 74; bounded on the Easterly line by a portion of the East line of Section 6, (aforementioned), and lying Westerly of the Westerly right-of-way line of the drainage ditch.

Exhibit "B"





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 3 3:30 PM

TO: Committee

DATE: 6/28/2018

FROM: Purchasing Dept.

SUBJECT: Approval of Supplemental Agreement No. 1 to Agreement #17/18-70A, Replacement of the HVAC System at the Orange Park Library, with Arkest, LLC. This Amendment extends the final completion date to August 15, 2018. (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Original final completion date could not be met because fabrication and delivery dates of the system components were longer than anticipated.

Is Funding Required (Yes/No):

No

If Yes, Was the item budgeted (Yes/No/N/A):

No

The supplemental agreement has no affect on funding.

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

▢ [Supplemental Agreement No1-Arkest](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	6/28/2018 - 5:16 PM	
County Manager	Kopelousos, Stephanie	Approved	6/29/2018 - 10:27 AM	

AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE
BCC
FIN 7-3-18

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

DATE: 14 June 2018
Staff Member Preparing Form: James Householder
Department Submitting Contract: Facilities Management Office
Vendor Name: Arkest, LLC
Contract Title: 17 /18 -70A Replacement of the HVAC System at the Orange Park Library

*Please type N/A below next to items not applicable. SUMMARY (TO BE COMPLETED BY DEPARTMENT)

	Yes	No
1. New Contract:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Renewal/Amend./Supplement:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Sole Source*(explain below):	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Quotes/bid policy met:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Need to waive bid policy:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Automatic renewal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Standard Addendum Executed:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8. Advance Payment Required:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Contract Amount (*Detail negotiation efforts below)	\$105,855.25	
10. Previous Price (*If increase explain below)	Same as above	
11. Date of Original Contract	27 March 2018	
12. Number of Renewals	N/A	
13. Length of Term	Must be complete by 15 August 2018	
14. Price Negotiation Efforts:	formal bid	

Requested Action: (Please type below)

Funding Source

Account Number:

001-3302-546100

FULL Account Name:

general fund- OP Library - Repairs and Maint

Approval of Contract for HVAC replacement project

Supplemental Agreement No. 1 to Agreement #17/18-70A

Background/Purpose: (Please type below)

This is a modification / amendment to Contract #17/18 - 70A. Delivery dates of necessary project materials from the manufacturer could not be met causing a suspension of work, therefore the final project completion date of 31 May 2018 has to be modified and changed to 15 August 2018.

Approvals

	No Changes	With Changes
Purchasing: <i>28</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review Date: 6-18-18	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	No Changes	With Changes
Budget: <i>ajg</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review Date: 6-18-18	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No Changes	With Changes
Finance: <i>fm</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review Date: 6/22/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	No Changes	With Changes
County Attorney: <i>fm</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review Date: 6/22/18	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Recommended Changes: (Please type below)

* It would appear that this should be processed as a Supplemental Agreement in accordance with the terms of the original Agreement... i.e. the only change is at Section 5-3.

Agree w/ Dan - This is confusing to do it this way

*Sole Source Explanation: (Please type below)

CLAY COUNTY BOARD OF COMMISSIONERS

2018 JUN 14 PM 3:30

RECEIVED PURCHASING DIVISION

FORM REVISED: 09/18/2017

* All comments have been addressed

Suggestion. ☺

OK FM 6/29/18

**SUPPLEMENTAL AGREEMENT NO. 1 TO
AGREEMENT NO. 17/18-70A
REPLACEMENT OF HVAC SYSTEMS AT THE ORANGE PARK LIBRARY**

This First Supplemental Agreement to AGREEMENT No. 17/18-70A is entered into this _____ day of _____, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "COUNTY"), whose address is 477 Houston Street, Green Cove Springs, Florida 32043, and Arkest, LLC (hereinafter referred to as the ("CONTRACTOR")), whose address is 533 East Church Street, Jacksonville, Florida 32202.

RECITALS

WHEREAS, the parties have previously entered into an Agreement dated March 27, 2018 designated by the COUNTY as Agreement No. 17/18-70A, (hereinafter referred to as the "AGREEMENT"), a copy of which is attached hereto and incorporated herein as EXHIBIT A, whereby the CONTRACTOR agreed to replace HVAC systems at the Orange Park Library as specified in the AGREEMENT; and

WHEREAS, the terms of the AGREEMENT specified that the CONTRACTOR shall accomplish final completion of the project on or before May 31, 2018 (the "Final Completion Date"); and

WHEREAS, the final completion date of May 31, 2018 could not be met because of fabrication and delivery date delays of the HVAC system components; and

WHEREAS, the COUNTY and the CONTRACTOR desire to revise the terms of the AGREEMENT to change the final completion date to August 15, 2018 to allow additional time for delivery and installation of the HVAC systems.

NOW THEREFORE, the parties hereto agree as follows:

1. Section 5-3 of the AGREEMENT is hereby revised to read as follows:

The Contractor shall accomplish final completion of the Project on or before August 15, 2018 (the "Final Completion Date").

2. In all other respects, the original terms and conditions of the AGREEMENT remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

Arkest, LLC

CLAY COUNTY, a political subdivision of the
State of Florida, by and through its Board
of County Commissioners

By: _____

Print Name: _____

Gavin Rollins
Its Chairman

ATTEST:

S.C. Kopelousos
County Manager and Clerk of the
Board of County Commissioners

EXHIBIT A

Clay County Agreement/Contract No. 17/18- 70 A

REPLACEMENT OF HVAC SYSTEMS AT THE ORANGE PARK LIBRARY

THIS CONTRACT for REPLACEMENT OF HVAC SYSTEMS AT THE ORANGE PARK LIBRARY (this "Contract") is entered into as of the 27th day of MARCH, 2018, between Clay County, a political subdivision of the State of Florida (the "County"), by and through its Board of County Commissioners (the "Board"), and Arkest, LLC (the "Contractor"), whose address is 533 East Church Street, Jacksonville, FL 32202.

SECTION 1. PURPOSE AND PROJECT

- 1-1. The Contractor, in consideration of the payments agreed to be made by the County, hereby covenants and agrees to furnish and deliver all material, and to perform all the work and labor required for the following project in accordance with this Contract and the governing documents identified below:

REPLACEMENT OF HVAC SYSTEMS AT THE ORANGE PARK LIBRARY (the "Project").

SECTION 2. GOVERNING DOCUMENTS

- 2-1. For purposes of this Contract, the "Bid Solicitation" shall mean the County's Bid No. 17/18-6 including all addendums thereto; the "Specifications" shall mean the written specifications for the Project incorporated into the Bid Solicitation. The Contractor shall construct the Project all in accordance with the specifications. In performing the work of the Project, the Contractor shall also comply with and conform to all requirements set forth in the bid instructions provided in the Bid Solicitation. A copy of the bid instructions is incorporated by reference herein. The Contractor shall complete the Project and shall perform the work contemplated in this Contract in strict conformity with the following documents which are incorporated by reference and made a part hereof:

- (a) The Bid Documents - Bid #17/18-6 and Addendum #1 to Bid #17/18-6
- (b) The County's Standard Addendum to all Contracts and Agreements (attached as Exhibit B);
- (c) The Scrutinized Companies Certification (attached as Exhibit C);
- (e) The Contractor's written response to the Bid Document (attached as Exhibit A); and,
- (f) All documents described above are kept on file in the office of the Clay County Purchasing Division.

This instrument and all of the documents enumerated above together comprise this Contract.

SECTION 3. INDEMNIFICATION

- 3-1 The Contractor shall fully defend, protect, indemnify and hold harmless the County and all of its principals, employees, officers, agents, servants and contractors (collectively, the Indemnitees), from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. The provisions of this paragraph shall survive any termination of this Contract.**
- 3-2. With respect to any indemnification by the County provided under this Contract, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.**
- 3-3. Nothing in this Contract or any of the documents identified in Section 2-1 shall be construed as providing any subcontractor, as defined in Section 9, with any rights or remedies against the County or any of its employees, principals, officers or agents for nonpayment or otherwise.**

SECTION 4. CONTRACT AMOUNT

- 4-1. For purposes of this Contract, the Contract Amount is defined as the Contract Price set forth in subsection 4-2 as adjusted by approved supplemental agreements ("Supplemental Agreements").**
- 4-2. In consideration of the premises, the County agrees to pay all associated construction costs, as identified in the Bid Document and the Contractor's Response, to the Contractor for the Project herein when fully completed. The total price for the work of the Project is \$105,855.25 herein referred to as the "Contract Price." Payments are to be made upon presentation of the proper certificates detailing the work completed to the County Representative upon the terms set forth in the specifications provided in the Bid Document. The actual amount to be paid to the Contractor under this Contract shall be the total amount contained in the Contractor's Response for the work actually authorized and performed.**
- 4-3. Whenever any change or combination of changes in the Specifications results in an increase or decrease in the original quantities set forth in the Specifications or the Bid Solicitation, and the work added or eliminated is of the same general character as that shown on the original Specifications, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of work performed.**

- 4-4. Supplemental Agreements shall be used to clarify the Specifications of the Contract, to provide for major quantity differences which result in the Contractor's work effort exceeding the original Contract amount, to provide for unforeseen work, or alterations in Specifications which could not reasonably have been contemplated or foreseen in the original Specifications, to provide a safe and functional facility, to settle Contract claims, and to make the Project functionally operational in accordance with the intent of the original Contract. No work covered by a Supplemental Agreement shall be performed before the County Representative gives written authorization. Such written authorization shall set forth the prices agreed upon and other pertinent information and shall be reduced to a written Contract document form promptly. No payment shall be made on a Supplemental Agreement prior to County approval of the document. In addition, the County shall make no payment for any unauthorized work.

SECTION 5. TIMELY PERFORMANCE

- 5-1. The Contractor agrees to perform all necessary work as provided for in this Contract, the Specifications, and the Bid Solicitation.
- 5-2. The date on which days will begin to be charged to the Project (the "Notice to Proceed Date") shall be either (1) the 10th calendar day from the date of issuance by the County Representative of the initial notice to begin work or, (2) the date on which the Contractor actually begins work, whichever date is the earlier.
- 5-3. The Contractor shall accomplish final completion of the Project on or before May 31, 2018 (the "Final Completion Date").
- 5-4. The Contractor shall provide a certificate of insurance as required in the Bid Solicitation, naming Clay County, a political subdivision of the State of Florida and its Board of County Commissioners, as their interests may appear, as additional insureds under general liability.
- 5-5. A Supplemental Agreement shall be used when a time extension is required due to any unforeseen circumstances; provided, Supplemental Agreements shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor. Such Supplemental Agreement shall set forth the agreed amount of time for such extension.

SECTION 6. DEFAULT

- 6-1. In case of default on the part of the Contractor, actions for all damages and expenses, including accounting, engineering and legal services, together with any and all other costs incurred in connection with such default, shall lie against the Contractor.
- 6-2. If the Contractor fails to begin the work under this Contract as of the Notice to Proceed Date or fails to perform the work with sufficient workmen and equipment or with

sufficient materials to assure the prompt completion of this Contract or performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily, or allows any final judgment to stand against it unsatisfied for a period of ten calendar days, or makes an assignment for the benefit of creditors, or for any other cause whatsoever fails to carry on the work in an acceptable manner, the County Representative will give notice in writing to the Contractor of such delay, neglect, default or opinion.

- 6-3. If the Contractor, within a period of ten calendar days after the notice described in subsection 6-2, shall not proceed to correct the conditions of which complaint is made the County shall, upon written certificate from the County Representative of the fact of such delay, neglect, default or opinion and the Contractor's failure to correct such conditions, have full power and authority, without violating this Contract, to take the prosecution of the work out of the hands of the Contractor and to declare this Contract to be in default.
- 6-4. This Contract is to be binding upon the County and upon the Contractor, its heirs, successors, administrators, or assigns and is voidable and may be terminated by the County if the provisions of the statutes and documents incorporated herein relative thereto are not complied with.
- 6-5. Termination of this Contract or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the work performed.

SECTION 7. TERMINATION

- 7-1. The County may terminate this Contract or any amendment hereto at its convenience without cause. In the event of termination the Contractor will be compensated for acceptable work authorized and completed prior to the date of termination.

SECTION 8. LIQUIDATED DAMAGES

- 8-1. Time for completion of the work is of the essence. The parties hereto mutually understand and agree that time is of the essence in the performance of this Contract for construction and that the County will incur damages if the Contractor's scope of the work is not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform and complete its services so that the work is finally completed by the Completion Date.
- 8-2. Should the Contractor fail to complete the Project within the days agreed, it is mutually agreed to and understood by both parties that said Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of **One**

Thousand Dollars (\$1,000.00) per calendar day for each and every day after the Final Completion Date until final completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until Final Completion has been achieved by any completing Contractor. Regardless of whether the Contract time is stipulated in calendar days or working days, default days shall be counted in calendar days. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County.

- 8-3. Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract time allowed, including extensions of time granted to the Contractor, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Contract.

SECTION 9. PARTIAL PAYMENTS

- 9-1. The Contractor may request payment no more than once monthly, based on the amount of work done or completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Local Government Prompt Payment Act. Payment requests by the Contractor shall be filed in accordance with the schedule provided by the County to match the meeting schedule of the Board.
- 9-2. The amount of such payments shall be the total value of the Project work completed to the date of the estimate, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes, as follows:
- (a) The County may withhold from each progress payment due to be made to the Contractor under this Contract an amount not to exceed 10 percent of said payment as retainage until 50 percent completion of the work of the Project has been achieved.
 - (b) After 50 percent of the work of the Project has been achieved, the County may withhold from each progress payment thereafter due to be made to the Contractor under this Contract an amount not to exceed 5 percent thereof as retainage. The term "50 percent completion" means the point at which the County has expended 50 percent of the Contract Amount as adjusted by approved Supplemental Agreements, together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in this Contract.
 - (c) After 50 percent of the work of the Project has been achieved, the Contractor may present to the County a payment request for up to one-half of the retainage held by the County. The County shall promptly pay such amount to the

Contractor, unless the County has grounds, pursuant to subsection (6) of Section 255.078, Florida Statutes, for withholding such payment of retainage.

- 9-3. Prior to submitting any request for payment, the Contractor shall certify that all subcontractors and suppliers performing any of the work or supplying any of the materials with respect to the Project have received their pro rata share of previous periodic payments to the Contractor for all work completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the work or supplying any of the materials with respect to the Project their pro rata shares of the payment for all work completed and materials supplied. The term "subcontractor", as used herein, shall also include persons or firms supplying materials or equipment incorporated into the work or stockpiled in the vicinity of the Project for which partial payment has been made by the County, and work done under equipment rental agreements.
- 9-4. Nothing in this Contract or in any of the documents identified in subsection 2-1 shall be construed as providing any subcontractor, as defined in subsection 9-3, with any rights or remedies against the County or any of its employees, principals, officers or agents for nonpayment or otherwise.

SECTION 10. RECOVERY RIGHTS AND RECORDS

- 10-1. The County reserves the right should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.
- 10-2. All records pertaining to the Project shall be retained by the Contractor for a period of five years from the date of final acceptance of the Project. Upon request, all such records shall be made available to the County or its representatives. For the purposes of this Contract, records shall include all books of account, supporting documents and papers deemed necessary by the County to assure compliance with the provisions of this Contract. Any other provisions of this Contract or any of the documents identified in subsection 2-1 to the contrary notwithstanding, in the event litigation pertaining to this Contract is commenced during the five year period, the records retention period provided herein shall be extended until the litigation, including any appeal proceedings related thereto, is finally concluded.

SECTION 11. SUBCONTRACTORS

- 11-1. Subcontractors may be utilized in connection with this Contract during the Contract period only with PRIOR WRITTEN CONSENT from Clay County, and only for reasonable cause, as judged by the County.

SECTION 12. AUTHORITY TO SUSPEND WORK

- 12.1 The County Representative shall have the authority to suspend the work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the work. Should the County be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the County may determine will compensate for time lost by such delay with such determination to be set forth in writing.

SECTION 13. PRESERVATION OF PROPERTY

- 13-1. The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the Specifications. This applies to public and private property and whenever such property is damaged as a result from the performance of the work, or through the negligence of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at its own expense, or it shall make good such damage or injury in an acceptable manner.

SECTION 14. FAILURE TO RESTORE DAMAGED PROPERTY

- 14-1. In case of failure on the part of the Contractor to restore such property, or to make good such damage or injury, the County Representative may upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the Contractor under the Contract. Nothing in this clause shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County Representative, provided that such property has not been damaged as a result from the performance of the work or through fault of the Contractor, its employees or agents.

SECTION 15. AUDIT OF CONTRACTOR'S RECORDS

- 15-1. The County reserves the right to conduct any audit of the Contractor's records pertaining to the Project deemed necessary by the County. Such an audit, or audits, may be conducted at any time prior to final payment, or thereafter pursuant to Section 10. The County may also require submittal of the records from either the Contractor, or any of its subcontractors or both. The Contractor shall make the aforementioned requirement a provision in its agreements with all subcontractors. For purposes of this Contract, records shall include all books of account, supporting documents and papers deemed necessary by the County to assure compliance with the provisions of this Contract.

- 15-2. Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from quoting and bidding for future contracts or disapproval as a subcontractor at the option of the County.
- 15-3. The Contractor shall assure that each of its subcontractors will provide access to the subcontractor's records pertaining to the Project upon request by the County.

SECTION 16. HEADINGS

- 16-1. The headings of the sections contained in this Contract and in its attachments and other documents incorporated by reference are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, attachments or incorporated documents.

SECTION 17. CHOICE OF LAW/FORUM

- 17-1. The terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida. Jurisdiction shall be limited to the courts of the State of Florida, and venue shall lie exclusively in Clay County, Florida.
- 17-2. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Contract or regarding the rights, remedies, obligations or liabilities of the parties arising under this Contract, or seeking damages or some other remedy pertaining to the Contract, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

SECTION 18. SEVERABILITY

- 18-1. In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

SECTION 19. ACCEPTANCE OF FINAL PAYMENT

- 19-1. The Contractor's acceptance of the final payment by the County hereunder shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of or by reason of work done or material furnished under this Contract. The Contractor will then be released from further obligation except as provided in Sections 10 and 20.

The County shall not be obligated to remit final payment under this Contract until the

following items have been submitted to and approved by the County in proper form and substance:

- (a) Releases of Liens or equivalent proof of payments to subcontractors and suppliers;
- (b) Completed punch-list generated from final inspection;
- (c) Contractor's Warranty and any warranties from third parties;
- (d) Certificate of Final Payment;

SECTION 20. WARRANTY AND REPAIR COVENANT

20-1. The Contractor binds itself to use such materials and to so construct the work and improvements of the Project that same will be and remain in good repair and condition for a period of two years after the date of completion and acceptance of all improvements by the Clay County Board of County Commissioners, and agrees that it will repair or reconstruct said improvements at its sole expense necessitated within that time by any fault of materials, specifications, methods or processes employed in the construction thereof, and the Contractor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair its usefulness and should same, at any time within said period, in the judgment of the Board of County Commissioners, whose judgment shall be final and conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship, specifications, methods, or processes, then the Board of County Commissioners shall cause to be served upon the Contractor a notice in writing to repair such improvements or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and the Contractor shall promptly comply therewith at its sole expense.

Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Contract.

SECTION 21. WASTE MATERIAL DISPOSAL

21-1. The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris or waste generated by the work of the Project, all at no additional cost to the County.

SECTION 22. COUNTERPARTS

- 22-1. This Contract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and agreement.

SECTION 23. ASSIGNABILITY

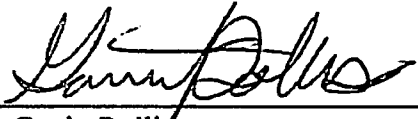
- 23-1. The Contractor shall not assign any of its rights or duties under this Contract to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Contract may be declared terminated by the County.

SECTION 25. THIRD PARTY BENEFICIARIES

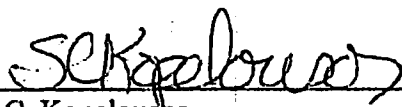
- 24-1. Any other provisions of this Contract to the contrary notwithstanding, no third party beneficiaries are intended or contemplated under this Contract or in any of the documents identified in subsection 2-1, and no third party shall be deemed to have rights or remedies arising under this Contract or such documents against either party to this Contract.

IN WITNESS WHEREOF, each of the parties has caused this Contract to have been executed on its behalf as of the day and year first above-written.

Clay County, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: 
Gavin Rollins
Its Chairman

ATTEST FOR THE COUNTY:


S. C. Kopelousos
County Manager and Clerk of the Board of County Commissioners

Arkest, LLC

By: 
Regael Caldera
Its President

Exhibit A

BID No. 17/18-6, REPLACEMENT OF HVAC SYSTEMS AT THE ORANGE PARK LIBRARY

TOTAL PRICE (Per Scope of Work Pages 14 – 15): \$ 104,040.25

TOTAL PRICE WRITTEN IN WORDS:

ONE HUNDRED FOUR THOUSAND, FOURTY DOLLARS AND TWENTY FIVE CENTS

Proposals require a five (5%) percent bid bond (based on total price above) and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

Alternate No. 1 (Condenser Pad): \$1,815.00 FOR CONDENSOR PADS FOR A TOTAL OF \$105,855.25

County reserves the right to request a more detailed schedule of values to include quantities, etc. at time of review of bid.

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Arkest, LLC

ADDRESS: 533 E CHURCH STREET

JACKSONVILLE FL 32202

TELEPHONE: 904-355-9001

FAX #: 904-212-1690

E-MAIL: arkest@att.net

Name of Person submitting Bid: RAFAEL CALDERA

Title: PRESIDENT/CEO

Signature: 

Date: 3/12/2018

Area Representative Contact Information: SAME AS ABOVE

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 3/6/2018 Acknowledged by: 

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

Exhibit B

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS
[Construction Services]**

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph and in paragraph 2, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) To the extent not otherwise expressly provided in the Agreement, the following provisions shall apply to all Invoices submitted by the Contractor for construction services as defined in the Act:

(i) The Contractor shall submit an Invoice no more frequently than once per calendar month.

(ii) The County will make payments when due in the form of an ACH wire transfer, or County warrant from a U.S. financial institution.

(iii) Invoices shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with the Agreement, and that the Contractor knows of no reason why payment should not be made as requested. Each Invoice submitted must include the following information and items:

(1) The Contractor's name, address and phone number, including payment remittance address.

(2) The name, address and phone number of the Contractor's employee or agent to whom notices and inquiries regarding the Invoice may be directed.

(3) The Invoice number and date.

(4) Reference to the Agreement by its title and number as designated by the County.

(5) The period of the Work covered by the Invoice.

(6) A progress report detailing the Work performed for which payment is requested in sufficient detail to permit the Paying Agent to evaluate whether the same has been properly installed or performed in full accordance with this Agreement.

(7) Supporting documentation necessary to satisfy auditing requirements, for cost and Work completion; however, the Contractor shall not be required to include or disclose its confidential and proprietary raw costs or pricing data.

(iv) An Invoice that does not conform with subsubparagraphs (i) through (iii) will not be considered a proper invoice as defined in the Act. The Contractor must submit each Invoice to the Paying Agent at the address specified in the Agreement, or if the Agreement does not specify an address, then at the following address: Post Office Box 1366, Green Cove Springs, Florida 32043.

(b) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 20 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(c) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(d) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for construction services as defined in the Act, the following provisions shall apply:

(a) Except as otherwise defined in the Agreement, as used in this paragraph, the term "County Representative" means the County's project manager as identified in the Agreement, or if not so identified, the Manager or the Manager's designee; the term "Project" means the project for which the construction services are provided; and the term "substantial completion" means the achievement of beneficial occupancy or use of the Project. Promptly upon the achievement of substantial completion of the Project, the Contractor shall submit written notice thereof to the County Representative. If the County has engaged an architect or engineer providing services to the County in connection with the construction and/or inspection of the Project (the Design Professional), the Contractor shall provide a copy of said notice thereto. Within 5 business days following the service of such notice, the

Contractor, the County Representative and any Design Professional shall meet to inspect the Project for the purpose of developing a single written list of items required to render the Project complete, satisfactory and acceptable (the Punch List). The Contractor shall prepare the Punch List and, within 5 business days following the inspection, shall deliver a copy of the same to the County Representative and any Design Professional. The County Representative shall have 5 business days to review the Punch List as submitted by the Contractor and to notify the Contractor in writing whether the same is approved or disputed. Any disputed items shall be identified with reasonable specificity in the County Representative's notice. If items are disputed, within 5 business days thereafter, the Contractor, the County Representative and any Design Professional shall meet for the purpose of working in good faith to resolve the same. Within 2 business days thereafter, the Contractor shall deliver to the County Representative and any Design Professional a revised Punch List reflecting the resolution of the disputed items. Within 2 business days following receipt thereof, the County Representative shall review the same and notify the Contractor in writing whether the same is approved.

(b) If the estimated cost of the Project is less than \$10 million, the process for completing and approving the Punch List and any revision thereto under subparagraph (a) shall be completed within 30 calendar days after substantial completion has been achieved. If the estimated cost of the Project is \$10 million or more, the process for completing and approving the Punch List and any revision thereto under subparagraph (a) shall be completed within 30 calendar days after substantial completion has been achieved, or, if extended under the terms of the Agreement, within 60 days after substantial completion has been achieved.

(c) Upon receipt of the County's notice approving the Punch List, as the same may be revised, the Contractor shall have 30 calendar days to complete the items identified therein.

(d) The provisions of Section 218.735, Florida Statutes are incorporated by reference in the Agreement to the extent applicable or not otherwise addressed in this paragraph or the Agreement, and the parties shall be bound to perform as provided thereunder.

(e) This paragraph shall not apply if the total cost of the Project as identified in the Agreement is \$200,000 or less.

3. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

4. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then

only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

7. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

8. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

9. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

10. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

11. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

12. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

13. **PUBLIC RECORDS LAW:** The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

14. The Contractor's failure to comply with the requirements of paragraph 13 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

15. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

16. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

17. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

(i) is found to have submitted a false Certification;

(ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,

(iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

(i) is found to have submitted a false Certification;

(ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;

(iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,

(iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

ATTEST FOR CLAY COUNTY:



S. C. Kopelosos, County Manager and Clerk of
the Board of County Commissioners

County:

Clay County, a political subdivision of the State
of Florida, by its Board of County
Commissioners

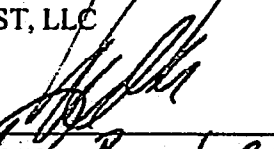
By:


Gavin Rollins
Its Chairman

Contractor:

ARKEST, LLC

By:


Print Name: Rangel Calder
Its: President

(Corporate Seal)

Scrutinized Companies Certification
[Clay County BID No. 17/18-6, REPLACEMENT OF HVAC SYSTEMS AT THE ORANGE PARK LIBRARY]

Name of Company:¹ ARKEST LLC

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

ARKEST LLC

(Seal)

By: RAFAEL CALDERA


Its PRESIDENT/CEO

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 3 3:30 PM

TO: Committee

DATE:

FROM: Purchasing Dept.

SUBJECT: Approval of Second Amendment to Agreement No. 2016/17-86, Mentoring and Tutoring Services related to the SWEAT Program with Bright Minds Youth Development, Inc. This Amendment extends the term of the agreement to June 30, 2019. Funding Source: 001-4110-531000 (General Fund - SWEAT Program - Professional Svcs) (K. Thomas)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bright Minds Youth Development, Inc. provides mentoring and tutoring services to support the Clay County Court System SWEAT Program. The Department of Juvenile Justice has provide funding for an additional year to support the Program.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted (Yes\No\N/A):

Yes

Funding Source: General Fund - SWEAT Program - Professional Services
Account # 001-4110-531000 Amount - No changes in cost of services

Sole Source (Yes\No):

No

Advanced Payment (Yes\No):

No

ATTACHMENTS:

Description

▢ [Amendment](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	6/28/2018 - 4:57 PM	
County Manager	Kopelousos, Stephanie	Approved	6/29/2018 - 10:26 AM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE <i>BCC</i> <i>F/N</i>
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	06/22/18	
Staff Member Preparing Form:	Karen Thomas	
Department Submitting Contract:	Purchasing	
Vendor Name:	Bright Minds Youth Development, Inc.	
Contract Title:	Mentoring and Tutoring Services - Second Amendment to Agreement No. 2016/17-86	
*Please type N/A below next to items not applicable.	SUMMARY (TO BE COMPLETED BY DEPARTMENT)	
	Yes	No
1. New Contract:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Renewal/Amend./Supplement:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Sole Source* (explain below):	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Quotes/bid policy met:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Need to waive bid policy:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Automatic renewal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Standard Addendum Executed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Advance Payment Required:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		9. Contract Amount (*Detail negotiation efforts below) as needed * see below
		10. Previous Price (*If increase explain below)
		11. Date of Original Contract
		12. Number of Renewals
		13. Length of Term one year July 1, 2018-June 30, 2019
		14. Price Negotiation Efforts:
		* Same: Mentoring \$40, Tutoring \$50, enrollment fee \$30
		+
Funding Source		Requested Action: (Please type below)
Account Number:		Approval of Second Amendment for mentoring and tutoring services
001-4110-531000		Background/Purpose: (Please type below)
FULL Account Name:		Provide mentoring and tutoring services to support the Clay County Court System SWEAT Program.
General Fund-SWEAT Program-Professional Services		
Approvals		
Purchasing:	No Changes	With Changes
<i>AK</i> Review Date: 6-25-18	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Budget:	No Changes	With Changes
<i>AK</i> Review Date: 6/25/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Finance:	No Changes	With Changes
<i>AK</i> Review Date: 6/28/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>
County Attorney:	No Changes	With Changes
<i>AK</i> Review Date: 6/28/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Recommended Changes: (Please type below)		
*Sole Source Explanation: (Please type below)		

- FORM REVISED: 09/18/2017

2018 JUN 22 PM 3:05

RECEIVED
PURCHASING DIVISION

CLAY COUNTY BOARD OF COMMISSIONERS

**SECOND AMENDMENT TO
AGREEMENT #2016/17-86
BRIGHT MINDS YOUTH DEVELOPMENT, INC.
(MENTORING AND TUTORING SERVICES)**

THIS SECOND AMENDMENT TO AGREEMENT #2016/17-86 is entered into this _____ day of _____, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "COUNTY"), whose address is 477 Houston Street, Green Cove Springs, FL 32043, and Bright Minds Youth Development, Inc., (hereinafter referred to as the "BRIGHT MINDS").

RECITALS

WHEREAS, the parties have previously entered into an Agreement dated February 28, 2017, designated by the COUNTY as Agreement 2016/17-86, (hereinafter referred to as the "AGREEMENT"), a copy of which is attached hereto and incorporated herein as Exhibit A; whereby BRIGHT MINDS agreed to provide the tutoring and mentoring services of the SWEAT Program as specified in the AGREEMENT; and

WHEREAS, the Parties entered into the First Amendment to the AGREEMENT on July 25, 2017, to provide for the continuation of tutoring and mentoring Services until June 30, 2018; and

WHEREAS, the COUNTY and BRIGHT MINDS desire to reinstate and extend the terms of the AGREEMENT for an additional year to allow for the continuation of tutoring and mentoring services.

NOW THEREFORE, the parties agree as follows:

1. The parties hereto agree to reinstate the AGREEMENT and amend Section 1 thereof to read as follows:
 1. The term of this Agreement shall commence as of the date first above-written, or if prior approval of this Agreement by the Department's Contract Manager as set forth in the State Funding Agreement has not been received, the date approval is received, and end at midnight on June 30, 2019, unless sooner terminated as provided elsewhere in this Agreement. The Agreement is subject to renewal for two one-year terms provided funding is available.
 2. Except as modified under paragraph 1 hereof, the original terms and conditions of the AGREEMENT remain in full force and effect during the term of the amended AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment of the AGREEMENT to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

BRIGHT MINDS YOUTH DEVELOPMENT, INC.

CLAY COUNTY, a political subdivision
of the State of Florida, by and through
it's Board of County Commissioners

By: _____

Print Name: _____

Gavin Rollins
Its Chairman

ATTEST:

S.C. Kopelousos
County Manager and Clerk of the
Board of County Commissioners

Clay County Agreement/Contract No. 2016/17- 86

Clay County Youth Intervention Program 2016-17 Agreement

This Clay County Youth Intervention Program 2016-17 Agreement (this Agreement) is made and entered into this 28th day of February, 2017, by and between Clay County, a political subdivision of the State of Florida (the County), and Bright Minds Youth Development, Inc., a Florida nonprofit corporation (Bright Minds).

Recitals

WHEREAS, Bright Minds is a nonprofit corporation that provides a mixture of services, including tutoring and mentoring, to youth and young adults located in counties in North Florida, including Clay County; and,

WHEREAS, the County and the Clay County Juvenile Judges have partnered together to operate a prevention program known as the Clay County Youth Intervention Program (the Program); and,

WHEREAS, the goal of the Program is to meet the targeted needs of Clay County youth by providing effective diversion and intervention programs which include redirection of youth through community service, mentoring, and academic assistance to prevent juvenile delinquency as well as school truancy prevention; and,

WHEREAS, the State of Florida has allocated funds within the Department of Juvenile Justice 2016 – 2017 budget for the Program; and,

WHEREAS, the Program is in need of a provider to conduct the tutoring and mentoring services of the Program; and

WHEREAS, the County issued RFP NO. 16/17-6 for Tutoring and Mentoring Services to Support the Clay County Court System; and,

WHEREAS, Bright Minds submitted a proposal in response to RFP NO. 16/17-6 and has been selected to provide the tutoring and mentoring services of the Program;

WHEREAS, the County is willing to enter into an Agreement with Bright Minds to provide such services for the Program under the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the foregoing Recitals, the mutual covenants and promises herein set forth, and for other good and valuable consideration, the parties hereby agree as follows:

1. The term of this Agreement shall commence as of the date first above-written, or if prior approval of this Agreement by the Department's Contract Manager as set forth in the State Funding Agreement has not been received, the date approval is received, and end at

midnight on June 30, 2017, unless sooner terminated as provided elsewhere in this Agreement. The Agreement is subject to renewal for two one-year terms provided funding is available.

2. In connection with the Program, Bright Minds shall provide tutoring and mentoring services for youth participants assigned to the Program by the Juvenile Judges of Clay County(Services).

3. Bright Minds shall provide the Services under the coordination and administration of William Rick Curtis, Program Director of the Clay County Youth Intervention Program, or his successor as designated by the County (the Director) and in compliance with all requirements of the State Funding Agreement between the State of Florida, Department of Juvenile Justice and Clay County Board of County Commissioners, Contract No. 10470 (State Funding Agreement), which Agreement is incorporated herein by this reference.

4. Subject to the limitations set forth in this paragraph and paragraphs 5, 6 and 7, the County shall pay Bright Minds for all Services provided directly by Bright Minds. No more frequently than once each calendar month, Bright Minds shall submit to the Director a statement for Services provided (Statement) under paragraph 2 during the calendar month immediately preceding the Statement. Each Statement shall include a detailed itemization of the Services provided and be allocated according to the following categories:

- (a) Tutoring: One time enrollment fee of \$30 per participant and \$50 per hour, for a minimum of 30 minutes per session and offered at a minimum of two times per week.
- (b) Mentoring: One time enrollment fee of \$30 per participant and \$40 per hour, for a minimum of 30 minutes per session and offered at a minimum of two times per week.

Services shall not exceed the unit costs set forth above. Bright Minds shall promptly submit to the County such additional information and supporting documentation in support of any Statement as the County's Finance Department may reasonably request. The County shall not accept any Statement submitted to the Director after July 14, 2017, nor shall the County have any obligation to pay for Services not included in a Statement submitted to the Director by July 14, 2017. The County shall make payment on all Statements in accordance with the Local Government Prompt Payment Act. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

5. Bright Minds may be reimbursed for Department of Juvenile Justice required background screening and training as required in the State Funding Agreement in an amount not to exceed \$6,560.00. The County shall otherwise have no obligation to reimburse any expenses incurred by Bright Minds in providing any Services.

6. The County's obligation to pay Bright Minds for Services under this Agreement shall be limited to only the Services directed by the Program Director and shall in no event be in excess of the available funds provided in the State Funding Agreement between State of Florida,

Department of Juvenile Justice and Clay County Board of County Commissioners, Contract 10470.

7. The County shall have no obligation to pay for any Services provided by Bright Minds under paragraph 2 with respect to any particular Participant after Bright Minds has been notified that the Participant has been terminated from the Program.

8. Bright Minds shall maintain all records and documents applicable to the Program and to Bright Minds' performance under this Agreement for a minimum of five years from the date that final payment under this Agreement is received from the County, and shall be available for audit and public disclosure upon request of duly authorized persons. Bright Minds shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to such records and documents.

9. Bright Minds shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County. The County may withhold consent for any or no reason. If Bright Minds attempts to assign any such rights or duties without securing the County's prior written consent, the County may declare this Agreement terminated.

10. In lieu of formal execution of a "Public Entity Crime Statement", Bright Minds acknowledges the following statement: "A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list."

11. Bright Minds acknowledges that an entity or affiliate who has been placed on the Discriminatory Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity, in accordance with Section 287.134, Florida Statutes.

12. Bright Minds shall be responsible for obtaining at its own expense any license or certificate that may be required for the operation of Bright Minds, or any portion of the Program, or delivery of Services provided under this Agreement, and shall provide a copy of any such license or certificate to the Director.

13. Bright Minds shall be responsible for ensuring that all of its employees, agents or subcontractors participating on its behalf in providing services for the Program take appropriate steps to protect confidentiality required by the Department of Juvenile Justice in the State Funding Agreement and that they have completed all training and qualification requirements

required by the Department of Juvenile Justice in the State Funding Agreement, including but not limited to the following:

- a. Training specified in Article III B. 8, and
- b. Background Screening specified in Article VIII P. 3.

14. Bright Minds is an independent contractor under this Agreement. None of Bright Mind's principals or employees shall be regarded as employees of the County for purposes of this Agreement.

15. Bright Minds agrees to defend, protect, indemnify and hold harmless the County, the Clay County Sheriff's Office, the Clay County Courts, the Florida Supreme Court, the Florida State Courts System and each of their principals, employees, officers, agents and servants (collectively, the Indemnitees), from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorney's fees and court costs, asserted against the Indemnitees or any of them by reason of injury to the persons or property of others, including any Participant, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to Bright Minds in the performance of its duties and obligations under this Agreement, or to any of the employees, officers, agents or servants, or to any subcontractor of Bright Minds. Bright Mind's obligations under this paragraph shall also apply to actions by third parties performed on behalf of Bright Minds pursuant to this Agreement.

16. Bright Minds shall procure and maintain throughout the term of this Agreement the following insurance:

Commercial General Liability (Including premises, operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage(any one fire) \$ 5,000 Medical Expenses(any one person)
Automobile Liability (all automobiles; owned, hired or non-owned)	\$1,000,000 Combined Single Limit
Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident \$500,000 disease-policy \$100,000 disease-each employee
Professional Liability	\$1,000,000 per occurrence

Bright Minds shall deliver certificates of insurance for the required insurance coverage to the County identifying and designating as "Additional Insured" Clay County, a political subdivision of the State of Florida whose mailing address is P.O. Box 1366, Green Cove Springs, Florida 32043, the Clay County Board of County Commissioners, the Clay County Courts and the Clay County Sheriff's Office. Such certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

17. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

18. No third party beneficiaries are intended or contemplated under this Agreement, and no third party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

19. The Recitals set forth hereinabove form an integral part of this Agreement. When construing this Agreement, all resort shall be had to the Recitals to the extent necessary to give the fullest effect to the manifest intent of the parties set forth in this Agreement.

20. This Agreement shall be binding upon, and shall inure to the benefit of, Bright Minds, the County, and their respective successors and permitted assigns.

21. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

22. This Agreement shall be governed and construed under and pursuant to the laws of the State of Florida, and the United States of America. Unless the parties otherwise agree, the venue of any action or proceeding brought under the provisions of this Agreement shall be Clay County, Florida.

23. Time is of the essence with respect to this Agreement and each of its terms and provisions.

24. In the event an attorney must be employed to enforce or interpret this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other's claims, shall be entitled to an award of reasonable attorney's fees and costs, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, arbitration, or other dispute resolution proceeding, or incurred in bankruptcy or on appeal. The provisions of this paragraph shall survive any termination of this Agreement.

25. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no purported amendment or modification of this Agreement shall

be binding upon either party unless the same has been reduced to a writing executed on behalf of each.

26. Each of the parties hereto has had the full and complete opportunity to participate in the negotiation and drafting of this Agreement, and to seek the advice of counsel of such party's choosing in connection therewith. Accordingly, neither this Agreement nor any of its terms, conditions, provisions and covenants shall be construed against one party or in favor of such party by reason of such party's participation or lack of participation in the negotiation and drafting of this Agreement.

27. The County's Standard Addendum to all Contracts and Agreements and the Scrutinized Companies Certification Form are attached to and incorporated by reference in this Agreement as composite exhibit A.

28. Either party may declare this Agreement terminated with or without cause. If with cause, termination shall be effective immediately upon written notice. If without cause, termination shall be effective upon a date specified in a written notice that is no sooner than thirty calendar days immediately following the date of such notice. The provisions of paragraphs 4 through 8, paragraph 15, and paragraphs 17 through 27 shall survive any such termination, as shall any obligation on the part of the County to pay Bright Minds for Services provided by Bright Minds prior to the effective date of such termination.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of each as of the date and year first above-written.

County:

Clay County, a political subdivision of the State of Florida, by and through its Board of County Commissioners:

By: Wayne Bolla
Wayne Bolla
Its Chairman

Attest:

S.C. Kopelousos
S.C. Kopelousos
County Manager and Clerk of the Board of County Commissioners

Bright Minds Youth Development, Inc., a Florida nonprofit corporation

By: David Bright
David Bright
Its President

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS
[General]**

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent shall submit to the Manager their respective

Composite Exhibit A

positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to

Composite Exhibit A

make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

- (a) Keep and maintain public records required by the County to perform the services required under the Agreement;
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- (d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

- (a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- (b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- (c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 269-6352, Ann.Mitchell@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.


(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

[The remainder of this page is intentionally blank.]

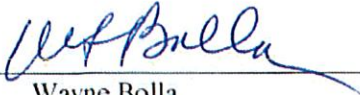
Composite Exhibit A

ATTEST FOR CLAY COUNTY:


S. C. Kopelousos, County Manager and Clerk of
the Board of County Commissioners

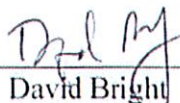
County:

Clay County, a political subdivision of the State
of Florida, by its Board of County Commissioners

By: 
Wayne Bolla
Its Chairman

Contractor:

Bright Minds Youth Development, Inc., a
Florida nonprofit corporation

By: 
David Bright
Its President

Composite Exhibit A

Scrutinized Companies Certification

[Clay County RFP No. 16/17-6, Tutoring And Mentoring Services To Support The Clay County Court System]

Name of Company:¹ Bright Minds Youth Development, Inc.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

Bright Minds Youth
Development, Inc

(Seal)

By: David Bright

Its President

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 3 3:30 PM

TO: Committee

DATE:

FROM: Purchasing Dept.

SUBJECT: Approval of Third Amendment to Agreement No. 2016/17-85, Program Director Services for the SWEAT Program with Curtis Enterprises, LLC. This Amendment extends the term of the Agreement to June 30, 2019. Funding Source: 001-4110-531000 (General Fund - SWEAT Program - Professional Services) (K. Thomas)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Curtis Enterprises, LLC serves as the Program Director for the SWEAT Program. The Department of Juvenile Justice has provided funding for an additional year for the program.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted (Yes/No/N/A):

Yes

Funding Source: General Fund - SWEAT Program - Professional Services
Account # 001-4110-531000 Amount - No change in the cost of services

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

▢ [Third Amendment](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	6/28/2018 - 4:58 PM	
County Manager	Kopelousos, Stephanie	Approved	6/29/2018 - 10:27 AM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE <i>BCC</i> <i>FIN</i>
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	06/22/18	
Staff Member Preparing Form:	Karen Thomas	
Department Submitting Contract:	Purchasing	
Vendor Name:	Curtis Enterprises, LLC	
Contract Title:	SWEAT Program Director Services - Third Amendment to Agreement No. 2016/17-85	
*Please type N/A below next to items not applicable.	SUMMARY (TO BE COMPLETED BY DEPARTMENT)	
	Yes	No
1. New Contract:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Renewal/Amend./Supplement:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Sole Source*(explain below):	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Quotes/bid policy met:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Need to waive bid policy:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Automatic renewal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Standard Addendum Executed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Advance Payment Required:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		9. Contract Amount (*Detail negotiation efforts below) \$50 per hour
		10. Previous Price (*If increase explain below)
		11. Date of Original Contract
		12. Number of Renewals
		13. Length of Term one year July 1, 2018-June 30, 2019
		14. Price Negotiation Efforts: Fee remained the same
		+
Funding Source		Requested Action: (Please type below)
Account Number:		Approval of Third Amendment for SWEAT Program Director services
001-4110-531000		Background/Purpose: (Please type below)
FULL Account Name:		Provide Program Director services to support the Clay County Court System SWEAT Program.
General Fund-SWEAT Program-Professional Services		

Approvals

Purchasing: <i>BT</i>	No Changes	With Changes
Review Date: 6-25-18	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Budget: <i>SL</i>	No Changes	With Changes
Review Date: 6/25/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Finance: <i>LM</i>	No Changes	With Changes
Review Date: 6/25/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>

County Attorney: <i>EM</i>	No Changes	With Changes
Review Date: 6/28/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>

FVX

Recommended Changes: (Please type below)

**Although processed as amendments this is actually the second of the two renewals provided for in Section 6.(a) of the original Agreement.*

*Sole Source Explanation: (Please type below)

- FORM REVISED: 09/18/2017

CLAY COUNTY BOARD OF COMMISSIONERS

2018 JUN 22 PM 2:48

RECEIVED
PURCHASING DIVISION

**THIRDA MENDMENT TO
AGREEMENT #2016/17-85
CURTIS ENTERPRISES, LLC
(PROGRAM DIRECTOR SERVICES)**

THIS THIRD AMENDMENT TO AGREEMENT #2016/17-85 is entered into this _____ day of _____, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "COUNTY"), whose address is 477 Houston Street, Green Cove Springs, FL 32043, and Curtis Enterprises, LLC, (hereinafter referred to as the "DIRECTOR").

RECITALS

WHEREAS, the parties have previously entered into an Agreement dated February 28, 2017, designated by the COUNTY as Agreement 2016/17-85, (hereinafter referred to as the "AGREEMENT"), a copy of which is attached hereto and incorporated herein as Exhibit A; whereby the DIRECTOR agreed to serve as the Program Director for the SWEAT Program as specified in the AGREEMENT; and

WHEREAS, the Parties entered into the First Amendment to the AGREEMENT on July 25, 2017, to provide for the continuation of Program Director Services until June 30, 2018 and to correct the name of Director to read William Fredrick "Rick" Curtis; and

WHEREAS, the Parties entered into a Second Amendment to the AGREEMENT dated February 27, 2018, acknowledging the establishment of Curtis Enterprises, LLC and transferring the AGREEMENT to Curtis Enterprises, LLC; and

WHEREAS, the COUNTY and the DIRECTOR desire to reinstate and amend the terms of the AGREEMENT to allow for the continuation of Director services.

NOW THEREFORE, the parties agree as follows:

1. The parties hereto agree to reinstate the AGREEMENT and amend Section 6.(a) thereof to read as follows:
 - (a) The effective date of this Agreement is the date first above-written or if prior approval of this Agreement by the Department's Contract Manager as set forth in the State Funding Agreement has not been received, the date approval is received, and this Agreement shall terminate on June 30, 2019, unless sooner terminated as provided elsewhere in this Agreement. The Agreement is subject to renewal for two one-year terms provided funding is available.

2. Except as modified under paragraphs 1 hereof, the original terms and conditions of the AGREEMENT remain in full force and effect during the term of the amended AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment of the AGREEMENT to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

CURTIS ENTERPRISES, LLC

CLAY COUNTY, a political subdivision
of the State of Florida, by and through
it's Board of County Commissioners

By: _____

Print Name: _____

Gavin Rollins
Its Chairman

ATTEST:

S.C. Kopelousos
County Manager and Clerk of the
Board of County Commissioners

Clay County Agreement/Contract No. 2016/17-85

2016-17 PROFESSIONAL SERVICES AGREEMENT

[County-Funded Independent Contractor for Program Director]

THIS 2016-17 PROFESSIONAL SERVICES AGREEMENT (hereinafter, this Agreement) is made and entered into this 28th day of February, 2017 by and between Clay County, a political subdivision of the State of Florida (the County), and William Rick Curtis, an individual (the Contractor), for Program Director services to be provided to the Clay County Youth Intervention Program.

Recitals

WHEREAS, the County and the Clay County Juvenile Judges have partnered together to operate a prevention program known as the Clay County Youth Intervention Program (the Program); and,

WHEREAS, the goal of the Program is to meet the targeted needs of Clay County youth by providing effective diversion and intervention programs which include redirection of youth through community service, mentoring, and academic assistance to prevent juvenile delinquency as well as school truancy prevention; and,

WHEREAS, the Program will provide services through the Clay County Sheriff's Office and its S.W.E.A.T. program and through Bright Minds Youth Development, Inc. and its tutoring and mentoring programs; and,

WHEREAS, the State of Florida has allocated funds within the Department of Juvenile Justice 2016 – 2017 budget for the Program; and,

WHEREAS, the Program is in need of a Program Director to oversee all aspects of the Program; and,

WHEREAS, by means of this Agreement, the County intends to provide funding for the Contractor to serve as the Program Director for the Program for the term commencing on the effective date above and ending June 30, 2017 (the Service Period); and,

WHEREAS, the County is willing to provide such funding under the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the County and the Contractor (each a Party and together the Parties) hereby agree as follows:

1. **Scope of Services.** During the Service Period, the Contractor shall oversee all aspects of the Program, and in such capacity his services shall include but not be limited to the following (the Services):

- (a) Coordination of the training requirements for the Program providers, including Clay County Sheriff's Office and Bright Minds Youth Development, Inc.,
- (b) Coordination of the assignment of participating youth with the Program providers, such as Clay County Sheriff's Office and Bright Minds Youth Development, Inc.,
- (c) Data entry required by the Department of Juvenile Justice, specifically including but not limited to the use of the DJJ Prevention Assessment Tool (PAT), Program Monitoring & Management (PMM) System, and Staff Verification System (SVS)
- (d) Fiscal management of the Program, including preparation and submission of the Program's invoices to the Department of Juvenile Justice for reimbursement purposes,
- (e) Monitoring of ongoing participation of youth,
- (f) Evaluation of the Program and determination of the effectiveness of Program,
- (g) Preparation of any applicable reports required by the Department of Juvenile Justice, and
- (h) Compliance with all requirements of the State Funding Agreement between State of Florida, Department of Juvenile Justice and Clay County Board of County Commissioners, Contract No. 10470 (State Funding Agreement), which Agreement is incorporated herein by this reference.

2. Service Standards. In performing the Services, the Contractor shall:

- (a) Efficiently manage the Program and carry out any of Contractor's required duties timely; and
- (b) Prepare any required reports accurately and timely; and,
- (c) Exercise the highest degree of ethics, professionalism and ability; and,
- (d) Take appropriate steps to protect confidentiality required by the Department of Juvenile Justice in the State Funding Agreement; and
- (e) Complete all training and qualification requirements required by the Department of Juvenile Justice in the State Funding Agreement, including but not limited to the following:
 - a. Training specified in Article III B. 8, and
 - b. Background Screening specified in Article VIII P. 3.

3. Supervision. The work product for the Services provided by the Contractor is subject to the review and approval of Clay County's Senior Juvenile Judge. During the Service Period the Contractor will be under the general supervision of Clay County's Senior Juvenile Judge.

4. Venue. All Services provided by the Contractor shall be within the County.

5. Invoicing and Payments.

- (a) For all Services provided by the Contractor in accordance with paragraph 1 during the Service Period, the County will pay the Contractor \$50.00 per hour not to exceed one hundred (100) hours per month. The Contractor shall submit a written invoice to Clay County's Senior Juvenile Judge on a monthly basis in time-sheet format, indicating the dates and times of Services. Following the signed

authorization by Clay County's Senior Juvenile Judge, the Contractor shall ensure the submittal of each invoice to the County for payment of Services provided under this Agreement. The County shall make payment on all statements in accordance with the Local Government Prompt Payment Act. In no event shall the Contractor receive any payment for any Services provided by the Contractor in accordance with paragraph 1 outside of the Service Period.

- (b) The Contractor may be reimbursed for Department of Juvenile Justice required background screening and training as required in the State Funding Agreement. The Contractor will not be reimbursed for mileage or any other expense associated with the Services.
- (c) The maximum obligation on the part of the County to pay the Contractor under this Agreement shall never exceed \$20,000.00 the total appropriation of the County for the Service Period.
- (d) In the event that sufficient unencumbered appropriated funds are not available, the County shall promptly notify the Contractor in the manner provided under subparagraph (c) of paragraph 6, as well as Clay County's Senior Juvenile Judge, whereupon this Agreement shall be deemed terminated without penalty or expense to the County or to the Program.

6. Term of Agreement; Termination.

- (a) The effective date of this Agreement is the date first above-written or if prior approval of this Agreement by the Department's Contract Manager as set forth in the State Funding Agreement has not been received, the date approval is received, and this Agreement shall terminate on June 30, 2017, unless sooner terminated as provided elsewhere in this Agreement. The Agreement is subject to renewal for two one-year terms provided funding is available.
- (b) The County may terminate this Agreement without cause by providing written notice to the Contractor thirty (30) days prior to termination by certified U.S. mail, which notice shall be deemed effective upon being deposited in the mail. The County shall also provide a copy of such notice to Clay County's Senior Juvenile Judge. Upon termination, the County is obligated to pay for Services already performed by the Contractor at the time of termination, but not yet paid by the County.
- (c) If, in the opinion of Clay County's Senior Juvenile Judge, the Contractor, for any reason, has failed to fulfill the Contractor's obligations under this Agreement in a timely manner, or if the Contractor violates any provision of this Agreement, or if, in the sole discretion of Clay County's Senior Juvenile Judge, the Contractor's work product is not acceptable, or if the Contractor's Services are not required due to cancellation or rescheduling of the Clay County Youth Intervention Program, the County may terminate this Agreement effective immediately upon written

notice to the Contractor served by certified U.S. mail, which notice shall be deemed effective upon being deposited in the mail, and the County shall have no obligation to pay the Contractor for any Services not performed prior to that date. The County shall also provide a copy of such notice to Clay County's Senior Juvenile Judge.

7. Insurance. The Contractor shall be solely responsible for procuring appropriate insurance at his own expense. The policy, at a minimum, shall cover all claims associated with the services of the Contractor under this Agreement. The policy shall identify and designate as "Additional Insured" Clay County, a political subdivision of the State of Florida whose mailing address is P.O. Box 1366, Green Cove Springs, Florida 32043, the Clay County Board of County Commissioners, the Clay County Courts and the Clay County Sheriff's Office.
8. Indemnification. The Contractor agrees to be liable for and shall indemnify, defend and hold the County, the Clay County Sheriff's Office, the Clay County Courts, the Florida Supreme Court, the Florida State Courts System, and each of their principals, officers and employees harmless from all claims, suits, judgments and damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Contractor in the course of the operations of and performance pursuant to this Agreement.
9. Miscellaneous Provisions.
 - (a) Governing Law and Venue. This Agreement shall be governed, construed and enforced under and pursuant to the laws and rules of the State of Florida, and the United States of America. Unless the Parties otherwise agree, any action to interpret and/or enforce this Agreement shall be brought and maintained in the Fourth Judicial Circuit, in and for Clay County, Florida.
 - (b) Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and, notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform. No waiver by either Party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different paragraph, subparagraph, clause, phrase, or other provisions of this Agreement.
 - (c) Construction. This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof, and no purported amendment or

modification of this Agreement shall be binding upon either Party unless the same has been reduced to writing and signed by both Parties. The Parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the Party who prepared this Agreement. The general maxim of interpretation of contracts (that a contract shall be construed against the drafter) shall not apply to the interpretation of this Agreement.

- (d) **Standard Addendum.** The County's Standard Addendum to all Contracts and Agreements is attached to and incorporated by reference into this Agreement.
- (e) **Independent Contractor.** This Agreement is for personal services only. The Parties declare and specifically intend that the Contractor is an independent contractor and not an agent or employee of the County, the Clay County Sheriff's Office, or the Clay County Courts, and is not entitled to receive any benefits available to the employees thereof, or to any coverage under the workers compensation or unemployment insurance thereof.
- (f) **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the Contractor, the County, and their respective successors and permitted assigns.
- (g) **Records Retention and Auditing.**
 - (1) The Contractor will maintain all records made or received by the Contractor in conjunction with the Contractor's obligations under this Agreement. Violation of this provision will be grounds for immediate termination of this Agreement in the manner provided under subparagraph (c) of paragraph 6.
 - (2) The Contractor will retain all records relating to the Contractor's duties under this Agreement for a period of at least five (5) years after final payment is made. The records include any supporting documentation necessary to adequately evaluate and substantiate payments made under this Agreement.
 - (3) The Contractor will maintain a file available for inspection by Clay County's Senior Juvenile Judge or the designee of Clay County's Senior Juvenile Judge containing documentation of all costs associated with this Agreement. The Contractor will maintain the file for a period of five (5) years following the termination date of this Agreement. The County may unilaterally terminate this Agreement in the manner provided under subparagraph (c) of paragraph 6 if the Contractor refuses or otherwise fails to allow public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with this Agreement for which public access is required by law.

- (4) The County may reproduce any written materials generated as a result of the Contractor's work without any additional compensation being paid or owed to the Contractor, and the Contractor shall not be deemed to have any intellectual property rights or interests in any of the work product produced by the Contractor in performing the Services.
- (5) The County shall have the right to audit all files and records created or maintained by the Contractor under this subparagraph. Clay County's Senior Juvenile Judge or any designee shall have the right, at any time or place, to inspect and review the Services performed by the Contractor, including but not limited to documents and reports, and to assess the quality of Services provided by the Contractor. Clay County's Senior Juvenile Judge may reject any Services that do not meet the highest standards of professionalism, in which case no payment will be due for such Services rejected under this clause.
- (h) **Attorney's Fees.** In the event either Party shall retain an attorney to litigate on its behalf against the other Party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, obligations or liabilities of the Parties arising under this Agreement, the Party prevailing on the majority of its claims, or which successfully defends against a majority of the other Party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other Party, including fees and costs incurred from the date of referral of the dispute to the prevailing Party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. The provisions of this paragraph shall survive any termination of this Agreement.
- (i) **Taxes.** The Contractor shall be solely responsible for filing income taxes, FICA, and any other withholdings from the Contractor's own compensation, and the Contractor shall comply with all federal, state, and local tax laws.
- (j) **Remedies.** The rights and remedies set forth in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law or in equity.
- (k) **Acts of God.** Performance of this Agreement by either Party is subject to acts of God, disaster, strikes, civil disorders, curtailment of transportation facilities, or other emergencies making it impossible or illegal to provide Services under this Agreement.
- (l) **Non-assignability; Subcontracting.** All Services shall be performed exclusively by the Contractor and shall not be assigned to another individual without prior written permission of the County and Clay County's Senior Juvenile Judge. The Contractor may not subcontract any Services to be provided pursuant to this Agreement. Neither this Agreement nor any of the Contractor's rights or

obligations may be assigned by the Contractor unless agreed to by the Parties in writing.

- (m) **Conflict of Interest.** Throughout the Service Period, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.
- (n) **Public Use of the Name of the Fourth Judicial Circuit.**
 - (1) The Contractor shall not refer to the Court or the Fourth Judicial Circuit or any of its judges or courts, in advertising, news releases, brochures, catalogs, television and radio advertising, letters of reference, websites, or any other media used generally by the Contractor in its commercial marketing initiatives, in such a way that it represents or implies that the Court prefers or endorses the products or services offered by the Contractor. This provision will not be construed as limiting the Contractor's ability to refer to the Court as one of its customers through the County.
 - (2) The Contractor shall not make or permit to be made any public release of information pertaining to this Agreement without prior written approval of Clay County's Senior Juvenile Judge.
- (o) **Integration.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings between the Parties. This Agreement may only be amended, supplemented, or modified by a written instrument signed by each of the Parties.
- (p) **Non-exclusivity.** This Agreement is a non-exclusive contract and does not create an exclusive relationship between the County and the Contractor. The Contractor shall be free to provide services that are not in conflict with the Services to be provided under the Agreement, and the County shall be free to obtain similar professional services from other contractors.
- (q) **Compliance with State and Federal Laws.** The Contractor shall provide Services in compliance with the requirements of the ordinances of the County, and federal and state laws, included but not limited to, the Americans With Disabilities Act of 1990 and Title II of the 1964 Civil Rights Act. The Contractor by entering into this Agreement represents that the Contractor has adopted and will maintain a policy on nondiscrimination throughout the term of this Agreement. On written request by the County, or Clay County's Senior Juvenile Judge, the Contractor shall permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the representatives of the County or the Court for the purpose of investigating compliance with the nondiscrimination provisions of this Agreement. To the

extent applicable, the Contractor must comply with Chapter 119, Florida Statutes (Public Records) and Section 286.011, Florida Statutes (Public Meetings). Violation of any part of this subparagraph by Contractor will be grounds for termination of this Agreement by the County in the manner provided under subparagraph (c) of paragraph 6.

- (r) Waiver of Breach. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.
- (s) The Contractor acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- (t) The Contractor acknowledges that an entity or affiliate who has been placed on the Discriminatory Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity, in accordance with Section 287.134, Florida Statutes.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on behalf of each as of the date and year first above-written.

County:

Clay County, a political subdivision of the
State of Florida, by its Board of County
Commissioners

By:



Wayne Bolla
Its Chairman

ATTEST FOR CLAY COUNTY:



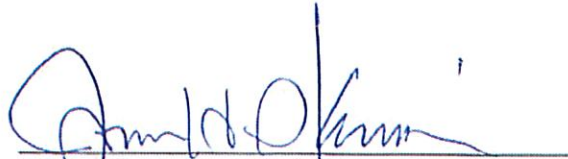
S. C. Kopelousos
County Manager and Clerk of the
Board of County Commissioners

Contractor:



William Rick Curtis

In his official capacity as Administrative Judge of the Circuit and County Courts of Clay County, Florida, the undersigned does hereby approve this Professional Services Agreement in Green Cove Springs, Clay County, Florida.



John H. Skinner
Administrative Judge

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS**
[General]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the

Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. **PUBLIC RECORDS LAW:** The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 269-6352, Ann.Mitchell@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

[The remainder of this page is intentionally blank.]


ATTEST FOR CLAY COUNTY:


S. C. Kopelousos, County Manager and Clerk of
the Board of County Commissioners


(Corporate Seal)

County:

Clay County, a political subdivision of the State
of Florida, by its Board of County
Commissioners

By: 
Wayne Bolla
Its Chairman

Contractor Name: William Rick Curtis

By: 
Printed Name: WILLIAM RICK CURTIS
Title: Program Director



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 3 3:30 PM

TO: Committee

DATE:

FROM: Purchasing Dept.

SUBJECT: Approval of Secondary Employment Contract with the Clay County Sheriff's Office for the SWEAT Program, for the term of July 1, 2018 - June 30, 2019. This Contract provides for a SWEAT event supervisor at the rate of \$30.00/hr and a program coordinator at the rate of \$34.00/hr. Funding Source: 001-4110-531000 (General Fund - SWEAT Program - Professional Services) (K. Thomas)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This Contract provides for a SWEAT event supervisor at the rate of \$30.00/hr and a program coordinator at the rate of \$34.00/hr. The Department of Juvenile Justices has provided funding for an additional year for this program.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted (Yes/No/N/A):

Yes

Funding Source: General Fund - SWEAT Program - Professional Services
Account # 001-4110-531000 Amount - \$30.00/hr for Event Supervisor
Account # 001-4110-531000 Amount - \$34.00/hr for Program Coordinator

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

▢ [Secondary Employment Contract-CCSO-SWEAT Program](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	6/29/2018 - 9:53 AM	
County Manager	Kopelousos, Stephanie	Approved	6/29/2018 - 10:26 AM	

Please Rush for 7/3/18 F&A

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN 7-3-18
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	6/28/18	
Staff Member Preparing Form:	Karen Thomas	
Department Submitting Contract:	Purchasing	
Vendor Name:	Clay County Sheriff's Office	
Contract Title:	Secondary Employment Contract for the SWEAT Program	
<div style="text-align: right;"> RECEIVED JUN 29 2018 <i>Clay County Attorney's Office</i> </div>		
*Please type N/A below next to items not applicable.	SUMMARY (TO BE COMPLETED BY DEPARTMENT)	
	Yes	No
1. New Contract:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Renewal/Amend./Supplement:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Sole Source*(explain below):	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Quotes/bid policy met: N/A	<input type="checkbox"/>	<input type="checkbox"/>
5. Need to waive bid policy:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Automatic renewal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Standard Addendum Executed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Advance Payment Required:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Contract Amount (*Detail negotiation efforts below) Event Supervisor \$30/hr Coordinator \$34/hr		
10. Previous Price (*If increase explain below)		
11. Date of Original Contract		
12. Number of Renewals		
13. Length of Term July 1, 2018-June 30, 2019		
14. Price Negotiation Efforts:		
Rate stayed the same		
Requested Action: (Please type below)		
Approve Contract for SWEAT supervisor and coordinator		
Background/Purpose: (Please type below)		
Provides for an event supervisor and program coordinator to support the Clay County Court System SWEAT Program.		
Funding Source Account Number: 001-4110-531000 FULL Account Name: General Fund-SWEAT Program-Professional Services		

Approvals

Purchasing: <i>KT</i>	No Changes	With Changes
Review Date: <i>6/28/18</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Budget: <i>SR</i>	No Changes	With Changes
Review Date: <i>6/29/18</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Finance: <i>unavailable</i>	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input type="checkbox"/>

County Attorney: <i>EM</i>	No Changes	With Changes
Review Date: <i>6-29-18</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Recommended Changes: (Please type below)

*Sole Source Explanation: (Please type below)

CLAY COUNTY
AGREEMENT/CONTRACT # _____



CLAY COUNTY SHERIFF'S OFFICE
CLAY COUNTY FLORIDA
SECONDARY EMPLOYMENT CONTRACT

**The following is an agreement between the Clay County Sheriff's Office and
The Board of County Commissioners of Clay County
SWEAT PROGRAM**

GOVERNMENTAL UNIT

This agreement governs the hiring of off-duty deputy sheriffs by the Board of County Commissioners of Clay County, Florida, a unit of local government (hereinafter "secondary employer"). As part of this agreement, in addition to the duties requested by the secondary employer, the secondary employer acknowledges and authorizes deputy sheriffs of the Clay County Sheriff's Office ("CCSO") to act as an agent for the governmental unit for the purpose of supervising juvenile work crews for the Sweat Program, including transportation to and from the Clay County Jail and the scheduled work location, while employed in a secondary employment capacity.

It is agreed that any actions taken by a Deputy Sheriff engaged in secondary employment will be consistent with Florida Statutes Section 30.2905 and CCSO General Orders and Standard Operating Procedures. The CCSO Secondary Employment Coordinator will determine the minimum number of deputy sheriffs required for a secondary employment detail, in order to ensure the safety of the deputy and to safely perform the requested duties.

I. WORKER'S COMPENSATION

Worker's Compensation coverage is provided by Clay County Board of Commissioners for a deputy sheriff engaging in secondary employment under this agreement.

II. BILLING AND PAYMENT

- A. The secondary employer will pay each deputy sheriff providing services directly at the rate of \$30.00 per hour and the supervisor \$34.00 per hour. The minimum number of hours that can be contracted for is 3 hours.
- B. The CCSO scheduling employee who is responsible for the scheduling and administrative matters related to this agreement is Brittany Gillard, the Secondary Employment Coordinator, whose telephone number is 904-213-6096.
- C. The Sheriff's Office shall forward statements to the County weekly, setting forth the number of hours worked by the deputy sheriff and supervisor providing services under this agreement. The County shall pay the deputy sheriff and supervisor directly for his services pursuant to the Sheriff's Office statement.

III. CANCELLATION OF SERVICES

Secondary employer agrees that 24 hours notice is required to cancel requested services. Services cancelled less than 24 hours in advance will require a payment for three hour's service. Notice maybe provided by contacting the Secondary Employment Coordinator.

IV. DUTIES TO BE PERFORMED

It is agreed that the deputy/deputies hired will perform the following duties: Supervising juvenile work crews for the Sweat Program, including transportation to and from the Clay County Jail and the scheduled work location. The secondary employer anticipates the need of a deputy sheriff for eight (8) hours every Saturday and/or Sunday and a supervisor three (3) hours once a week for scheduling work location and processing paperwork.

V. TERM OF AGREEMENT

It is agreed that the CCSO will ensure that deputy sheriffs and supervisor will comply with all applicable requirements of, including but not limited to required training on, the State Funding Agreement between State of Florida, Department of Juvenile Justice and Clay County Board of County Commissioners, Contract No. 10484 (State Funding Agreement) and any amendments thereto, which Agreement is incorporated herein by this reference.

This agreement shall be in effect from July 1, 2018 through June 30, 2019.

**BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA**

By: _____
Gavin Rollins, Chairman

Signature of Sheriff or Designee

Date: _____

Date: _____

Attest:

County Manager and Clerk to the Board of
County Commissioners



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 3 3:30 PM

TO: Finance & Audit Committee

DATE: 6/29/2018

FROM: Karen Thomas, Administrative &
Contractual Services

SUBJECT: Approval to post notice of intent and award Bid #17/18-30, Omega Park Improvements to Gary S. Bailey, Inc. in the amount of \$469,480.00. Approval will be effective after 72 hour bid protest period has expired assuming no protest are received. Funding Sources: 305-6068-562000 (CIP Fund / Omega Land / Buildings) and 001-3201-563000 (General Fund / Parks & Recreation / Infrastructure) (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bid provides building demolition, new building construction, installation of new drainage structures, sidewalk construction, and utility relocation at Omega Park.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted (Yes/No/N/A):

Yes

Funding Sources:

CIP Fund / Omega Land / Buildings

Account: 305-6068-562000

General Fund / Parks & Recreation / Infrastructure

Account: 001-3201-563000

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

Planning Requirements:

Public Hearing Required (Yes/No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ▢ [Memo - Bid Info](#)
- ▢ [Gary Bailey submittal](#)
- ▢ [STG submittal](#)
- ▢ [Core Construction submittal](#)
- ▢ [Onas submittal](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	6/29/2018 - 12:56 PM	
County Manager	Kopelousos, Stephanie	Approved	6/29/2018 - 1:04 PM	

BID RECOMMENDATION

Bid #17/18-30, Omega Park Improvements

BIDDERS

BID TOTAL

<u>GARY S. BAILEY, INC.</u>	<u>\$ 469,480.00</u>
<u>STG CONTRACTING GROUP, INC.</u>	<u>\$ 539,000.00</u>
<u>CORE CONSTRUCTION CO. OF JACKSONVILLE, INC.</u>	<u>\$ 592,387.34</u>
<u>OXAS CORPORATION</u>	<u>\$ 630,742.18</u>
<u>HOFFMAN COMMERCIAL CONSTRUCTION</u>	<u>NO BID</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

TITLE

<u>JAMES HOUSEHOLDER</u>	<u>DIRECTOR OF FACILITIES MAINT.</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

FUNDING SOURCE: 305-6068-562000 001-3201-563000

RECOMMENDATION:

STAFF RECOMMENDS AWARDDING BID TO
GARY S. BAILEY, INC. BASED ON LOWEST BID RECEIVED
AND PREVIOUS SATISFACTORY WORK FOR THE COUNTY.

If only one bid is received, state reason why accepted and not re-bidding:

PURCHASING DIVISION BID REVIEW

Bid #17/18-30, Omega Park Improvements				
Bid Requirements:	Gary S. Bailey, Inc.	STG Contracting	Core Construction	Onas Corporation
Multiple Copies	✓	✓	✓	✓
W-9	✓	✓	✓	✓
Insurance	✓	✓	✓	✓
Scrutinized Co Certification	✓	✓	✓	✓
Debarment Certificate	✓	✓	✓	✓
Bid Bond	✓	✓	✓	
Receipt of Addendum	✓	✓	✓	✓
Signatures	✓	✓	✓	✓
Base Bid Total	\$ 469,480.00	\$ 539,000.00	\$ 592,392.79	\$ 630,742.18
<p>Gary S. Bailey, Inc. submitted the lowest bid. Onas Corporation did not submit a 5% bid bond.</p>				

BID TABULATION FORM

Bid: 17/18-30

Proj: Omega Park Improvements

Ad: Clay Today, May 24, 2018

Date: June 26, 2018

Time Open: 1:00

Time Close: 1:07

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Bid Bond	Bond Check	Receipt Addenda	Copies	W9	Insurance	Bid Total
1	Gary S. Bailey Inc.	✓		✓	✓	✓	✓	\$ 469,480.00
2	STG Contracting Group Inc.	✓		✓	✓	✓	✓	539,000.00
3	Core Construction Company	✓		✓	✓	✓	✓	592,387.34
4	Onas Corporation			✓	✓	✓	✓	630,742.18
5	Hoffman Commercial Const.							no Bid
6								
7								
8								
9								
10								

Revised Total

592,392.79

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Facilities Maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fisk
(BCC)

Cat Stutz
Clerk
James Householder
Department Representative

REVISED SCHEDULE OF VALUES: Bid #17/18-30, OMEGA PARK IMPROVEMENTS

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization	1	LS	17,700 ⁰⁰	17,700 ⁰⁰
2	Site Preparation	1	LS	5,590 ⁰⁰	5,590 ⁰⁰
3	Erosion Control	1	LS	1,050 ⁰⁰	1,050 ⁰⁰
4	Demolish Restroom/Concession Building	1	LS	5,560 ⁰⁰	5,560 ⁰⁰
5	Remove Concrete Sidewalk/Pavement	130	SY	28 ⁰⁰	3,640 ⁰⁰
6	Remove Drainage Inlet/Manhole	5	EA	1,050 ⁰⁰	5,250 ⁰⁰
7	Remove Drainage Pipe	925	LF	18 ⁰⁰	16,650 ⁰⁰
8	New Restroom/Concession Building	1	LS	234,872 ⁰⁰	234,872 ⁰⁰
9	Construct Sidewalk (5")	184	SY	60 ⁰⁰	11,040 ⁰⁰
10	Reconstruct Crushcrete Stabilized Parking Area	770	SY	8.50	6,545 ⁰⁰
11	Area & Swale Re-grading	2212	SY	7 ⁰⁰	15,484 ⁰⁰
12	Ditch Re-grading	1190	SY	8.10	9,639 ⁰⁰
13	12" PVC (DR18)	132	LF	45 ⁰⁰	5,940 ⁰⁰
14	15" RCP	791	LF	43 ⁰⁰	34,013 ⁰⁰
15	18" RCP	348	LF	50 ⁰⁰	17,400 ⁰⁰
16	24" RCP	12	LF	136 ⁰⁰	1,632 ⁰⁰
17	Inlet Type "C"	5	EA	2,875 ⁰⁰	14,375 ⁰⁰
18	Inlet Type "E"	3	EA	3,420 ⁰⁰	10,260 ⁰⁰
19	MES (12")	6	EA	1,940 ⁰⁰	11,640 ⁰⁰
20	U-type Endwall (12")	2	EA	1,640 ⁰⁰	3,280 ⁰⁰
21	U-type Endwall (15")	3	EA	1,838 ⁰⁰	5,514 ⁰⁰
22	U-type Endwall (24")	1	EA	2,450 ⁰⁰	2,450 ⁰⁰
23	Plug Existing Drainage Structure	1	EA	145 ⁰⁰	145 ⁰⁰
24	Bahia Sod	3587	SY	5 ⁰⁰	17,935 ⁰⁰
25	Tifway Sod/Sprig	1106	SY	6 ⁰⁰	6,636 ⁰⁰
26	Reconnect Building Water Service (2" PVC)	1	LS	1,340 ⁰⁰	1,340 ⁰⁰
27	Bldg. San. Sewer Service (4" PVC w/ cleanouts)	1	LS	3,900 ⁰⁰	3,900 ⁰⁰
				Total Base Bid Items =	\$ 469,480.00

Total Base Bid written in words: FOUR HUNDRED SIXTY NINE THOUSAND
FOUR HUNDRED EIGHTY ~~00~~ / 100 DOLLARS

Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

COMPANY NAME: GARY S. BAILEY, INC.

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: GARY S. BAILEY, INC.

ADDRESS: 5201 C.R. 218

MIDDLEBURG, FL 32068

TELEPHONE: (904) 291-2291

FAX #: (904) 291-2464

E-MAIL: GSB162LEE@BELLSOUTH.NET

Name of Person submitting Bid: GARY BAILEY

Title: PRESIDENT

Signature: 

Date: 6-25-18

Area Representative Contact Information: GARY BAILEY (904) 291-2291

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 6-20-18 Acknowledged by: 

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

REVISED SCHEDULE OF VALUES: Bid #17/18-30, OMEGA PARK IMPROVEMENTS

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization	1	LS	\$7,500.00	\$7,500.00
2	Site Preparation	1	LS	\$41,625.00	\$41,625.00
3	Erosion Control	1	LS	\$5,480.00	\$5,480.00
4	Demolish Restroom/Concession Building	1	LS	\$9,500.00	\$9,500.00
5	Remove Concrete Sidewalk/Pavement	130	SY	\$10.00	\$1,300.00
6	Remove Drainage Inlet/Manhole	5	EA	\$600.00	\$3,000.00
7	Remove Drainage Pipe	925	LF	\$7.00	\$6,475.00
8	New Restroom/Concession Building	1	LS	\$314,621.88	\$314,621.88
9	Construct Sidewalk (5")	184	SY	\$54.00	\$9,936.00
10	Reconstruct Crushcrete Stabilized Parking Area	770	SY	\$19.00	\$14,630.00
11	Area & Swale Re-Grading	2212	SY	\$6.00	\$13,272.00
12	Ditch Re-Grading	1190	SY	\$10.00	\$11,900.00
13	12" PVC (DR18)	132	LF	\$40.00	\$5,280.00
14	15" RCP	791	LF	\$33.00	\$26,103.00
15	18" RCP	348	LF	\$52.00	\$18,096.00
16	24" RCP	12	LF	\$70.00	\$840.00
17	Inlet Type "C"	5	LF	\$1,550.00	\$7,750.00
18	Inlet Type "E"	3	EA	\$1,750.00	\$5,250.00
19	MES (12)	6	EA	\$750.00	\$4,500.00
20	U-Type Endwall (12")	2	EA	\$1,700.00	\$3,400.00
21	U-Type Endwall (15")	3	EA	\$1,900.00	\$5,700.00
22	U-Type Endwall (24")	1	EA	\$1,900.00	\$1,900.00
23	Plug Existing Drainage Structure	1	EA	\$350.00	\$350.00
24	Bahia Sod	3587	SY	\$3.60	\$12,913.20
25	Tifway Sod/Sprig	1106	SY	\$4.32	\$4,777.92
26	Reconnect Building Water Service (2" PVC)	1	LS	\$1,050.00	\$1,050.00
27	Bldg. San. Sewer Service (4" VC w/cleanouts)	1	LS	\$1,850.00	\$1,850.00
Total Base Bid Items =					539,000.00 ✓

Total Base Bid written in words: Five Hundred Thirty-Nine Thousand and 00/100 Dollars

Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (3) days.

COMPANY NAME: STG Contracting Group, Inc.

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: STG Contracting Group, Inc.

ADDRESS: 109 Nature Walk Parkway, Suite 103

St. Augustine, FL 32092

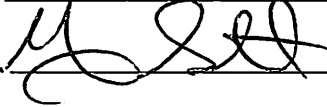
TELEPHONE: (904) 287-9898

FAX #: (904) 217-3750

E-MAIL: gs@stgcontractinggroup.com

Name of Person submitting Bid: Gene C. Staton

Title: Chief Operating Officer


Signature: 

Date: June 25, 2018

Area Representative Contact Information: See above

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 6/20/18 Acknowledged by: 

Clarification

Addendum No. 1 Date: 6/21/18 Acknowledged by: 

Addendum No. Date: Acknowledged by:

REVISED SCHEDULE OF VALUES: Bid #17/18-30, OMEGA PARK IMPROVEMENTS

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization	1	LS	\$ 64,870.00	\$ 64,870.00
2	Site Preparation	1	LS	\$ 33,000.00	\$ 33,000.00
3	Erosion Control	1	LS	\$ 7,150.00	\$ 7,150.00
4	Demoblish Restroom/Concession Building	1	LS	\$ 7,150.00	\$ 7,150.00
5	Remove Concrete Sidewalk/Pavemant	130	SY	\$ 14.85	\$ 1,930.50
6	Remove Drainage Inlet/Manhole	5	EA	\$ 935.00	\$ 4,675.00
7	Remove Drainage Pipe	925	LF	\$ 16.50	\$ 15,262.50
8	New Restroom/Concession Building	1	LS	\$ 289,335.00	\$ 289,335.00
9	Construct Sidewalk (5")	184	SY	\$ 36.60	\$ 6,734.40
10	Reconstruct Crushcrete Stabilized Parking Area	770	SY	\$ 27.88	\$ 21,467.60
11	Area & Swale Re-grading	2212	SY	\$ 11.85	\$ 26,212.20
12	Ditch Re-grading	1190	SY	\$ 11.61	\$ 13,815.90
13	12" PVC (DR18)	132	LF	\$ 25.20	\$ 3,326.40
14	15" RCP	791	LF	\$ 43.00	\$ 34,013.00
15	18" RCP	348	LF	\$ 53.39	\$ 18,579.72
16	24" RCP	12	LF	\$ 101.46	\$ 1,217.52
17	Inlet Type "C"	5	EA	\$ 3,250.00	\$ 16,250.00
18	Inlet Type "E"	3	EA	\$ 4,467.00	\$ 13,401.00
19	MES (12")	6	EA	\$ 330.00	\$ 1,980.00
20	U-type Endwall (12")	2	EA	\$ 2,714.00	\$ 5,428.00
21	U-type Endwall (15")	3	EA	\$ 2,810.00	\$ 8,430.00
22	U-type Endwall (24")	1	EA	\$ 3,900.00	\$ 3,900.00
23	Plug Existing Drainage Structure	1	EA	\$ 110.00	\$ 110.00
24	Bahia Sod	3587	SY	\$ 6.52	\$ 23,387.24
25	Tifway Sod/Sprig	1106	SY	\$ 7.70	\$ 8,516.20
26	Reconnect Building Water Service (2" PVC)	1	LS	\$ 300.00	\$ 300.00
27	Bldg. San. Sewer Service (4" PVC w/ cleanouts)	1	LS	\$ 300.00	\$ 300.00
Total Base Bid Items =					\$ 630,742.18 ✓

Total Base Bid written in words Six Hundred Thirty Thousand Seven Hundred Forty-Two dollars Eighteen cent

Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days

COMPANY NAME: ONAS Corporation

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Onas Corporation

ADDRESS: 2050 University Blvd. N

Jacksonville, FL 32211

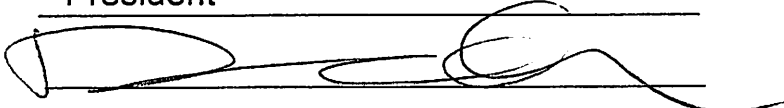
TELEPHONE: 904-745-0508

FAX #: 904 745-1318

E-MAIL: Bandele@onascorporation.com

Name of Person submitting Bid: Bandele Onasanya

Title: President

Signature: 

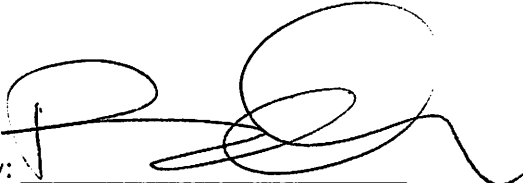
Date: June 25, 2018

Area Representative Contact Information: Irvin Goodrich

904-509-4356

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 6-20-2018 Acknowledged by: 

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

REVISED Schedule of Values Bid #17/18-30, Omega Park Improvements						
	Schedule of Values					
BASE BID	ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
	1	Mobilization	1	LS	\$ 83,513.49	\$ 83,513.49
	2	Site Preparation	1	LS	\$ 6,411.21	\$ 6,411.21
	3	Erosion Control	1	LS	\$ 1,183.57	\$ 1,183.57
	4	Demolish Restroom/Concession Building	1	LS	\$ 6,370.83	\$ 6,370.83
	5	Remove Concrete Sidewalk/Pavement 4150.90	130	SY	\$ 31.93	\$ 4,151.32
	6	Remove Drainage Inlet/Manhole 6022.55	5	EA	\$ 1,204.51	\$ 6,022.57
	7	Remove Drainage Pipe 18786.75	925	LF	\$ 20.31	\$ 18,790.73
	8	New Restroom/Concession Building	1	LS	\$ 266,517.40	\$ 266,517.40
	9	Construct Sidewalk (5") 12530.40	184	SY	\$ 68.10	\$ 12,529.67
	10	Reconstruct Crushcrete Stabilized Parking Area 7445.90	770	SY	\$ 9.67	\$ 7,442.10
	11	Area & Swale Re-grading 16545.76	2212	SY	\$ 7.48	\$ 16,551.03
	12	Ditch Re-grading 11031.30	1190	SY	\$ 9.27	\$ 11,035.70
	13	12" PVC (DR18) 6813.84	132	LF	\$ 51.62	\$ 6,813.72
	14	15" RCP 38323.95	791	LF	\$ 48.45	\$ 38,325.91
	15	18" RCP 19895.16	348	LF	\$ 57.17	\$ 19,896.06
	16	24" RCP 1872.48	12	LF	\$ 156.04	\$ 1,872.51
	17	Inlet Type "C" 16485.40	5	EA	\$ 3,297.08	\$ 16,485.42
	18	Inlet Type "E" 11767.56	3	EA	\$ 3,922.52	\$ 11,767.55
	19	MES (12") 13349.82	6	EA	\$ 2,224.97	\$ 13,349.84
	20	U-type Endwall (12") 3761.42	2	EA	\$ 1,880.71	\$ 3,761.43
	21	U-type Endwall (15") 6325.41	3	EA	\$ 2,108.47	\$ 6,325.40
	22	U-type Endwall (24")	1	EA	\$ 2,799.93	\$ 2,799.93
	23	Plug Existing Drainage Structure	1	EA	\$ 166.56	\$ 166.56
	24	Bahia Sod 18616.53	3587	SY	\$ 5.19	\$ 18,602.72
	25	Tifway Sod/Sprig 5740.14	1106	SY	\$ 5.19	\$ 5,736.14
	26	Reconnect Building Water Service (2" PVC)	1	LS	\$ 1,533.09	\$ 1,533.09
	27	Bldg. San. Sewer Service (4" PVC w/ cleanouts)	1	LS	\$ 4,431.44	\$ 4,431.44
	Total Base Bid Items =					\$ 592,387.34

Total Base Bid written in words: Five Hundred Ninety Two Thousand Three Hundred Eighty Seven Dollars and Thirty Four Cents 592,392.79

Bids require a (5%) bid bond on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

COMPANY NAME: Core Construction Co. of Jacksonville, Inc.

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Core Construction Co. of Jacksonville, Inc.

ADDRESS: 8375 Baymeadows Way

Jacksonville, FL 32256

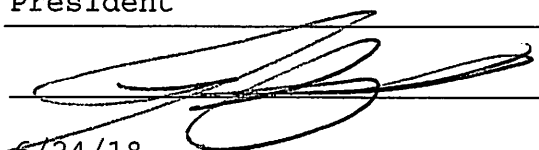
TELEPHONE: 904-399-1033

FAX #: 904-399-1074

E-MAIL: sandy@core-constructionco.com

Name of Person submitting Bid: Jay Chung

Title: President

Signature: 

Date: 6/24/18

Area Representative Contact Information: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 6/20/18 Acknowledged by: Supr

Clarification

Addendum No. 1 Date: 6/21/18 Acknowledged by: SHR

Addendum No. _____ Date: _____ Acknowledged by: _____

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

Scope of Work

1. GOVERNING STANDARDS:

The following governing standards and specifications shall be used for the Omega Park Improvements: Florida Department of Transportation, "FY 2017-18 Design Standards" eBook
Florida Department of Transportation, "Standard Specifications for Road and Bridge Construction", July 2017 eBook.

2. SCOPE OF WORK:

The Omega Park Improvements project includes all work necessary to perform mobilization, site preparation, maintenance of traffic, building demolition, new building construction, installation of new drainage structures and storm pipes, backfilling and re-grading, swale grading, sidewalk construction, utility relocation and coordination as required, and removal and replacement of existing appurtenances and grass seed and sod as indicated in the plans.

Contractors must attend the mandatory pre-bid meeting held on June 12, 2018 at 10:00 a.m. to be eligible to bid on this project.

Contract Time: Contractor shall receive 120 Calendar Days to complete the project.

All Liquidating Damages shall be per 2017 FDOT Standard Specification for Road and Bridge Construction Section 8-10.

Contractor shall remove and dispose of all construction debris per local, state, and federal requirements. The Contractor shall be responsible for all maintenance of traffic, utility locate & protection, and all Q.C. testing for the project.

Contractor shall provide a 2-year warranty on all workmanship and materials.

Award of the Bid shall be for the lowest responsive and responsible contractor for the bid price.

The Schedule of Values shall represent the major bid items necessary to complete the project. All items not included in the bid tabulations shall be included in the line item that is most suited. See attached drawing for additional information.

3. JOB SITE LOCATION:

The project area is situated entirely within Omega Park, an existing Clay County public park in Middleburg, Florida and situated on the south side of CR 218 a mile west of SR 21 (Blanding Boulevard).

4. INTENT OF THE PROJECT:

It is the intent of this project to provide this Clay County park with a new restroom and concession building, drainage improvements throughout the park that will minimize flooding during storm events and eliminate standing water after storm events within playing and spectator areas. It is not the intent of this set of Contract Documents to minutely define the mode and

process for the construction of this project, but rather to set forth reasonable and rational criteria for the construction thereof.

Bid Invitations Sent to the Following Companies for: Bid #17/18-30, Omega Park Improvements

Gary S. Bailey, Inc.
BNC
Bliss Products & Services, Inc.
Worth Contracting
R B Baker Construction, Inc.
Barco Duval Engineering, Inc.
W. W. Engineering, Inc.
Carlton Construction
Vallencourt Construction
The Garland Company, Inc.
Spivey Builders, Inc.
Duhart Properties, LLC
Raczak Contracting, Inc.
Baker Klein Engineering
Stephenson Contracting, Inc.
K Quinns Contracting, Inc.
Miatt Construction, Inc.
The Dantzler Group, Inc.
Hawkins Construction, Inc.
Marietta Sand Corporation
Kirklyn Enterprises, Inc.
BrinMar Construction & Development
M J Johnson Construction, Inc.
ISS Facility Services
Pars Construction Services, LLC
Legacy Engineering, Inc.
Northway's Roofing, Inc.
The Fidus Group, LLC
R G White Construction, Inc.
Stellar Development, Inc.
Braughton Construction
K P Meiring Company
Precision 2000, Inc.
Adams, LLC
Mallen Construction, Inc.
Sauer Incorporated
Perry-McCall Construction, Inc.
K & G Construction Company
Pipeline Contractors, Inc.
S T G Contracting Group, Inc.
Turnkey Construction & Maintenance
Steve Johnson, Inc.
Burnham Construction, Inc.
HCI, LLC
Mills Gilbane
Besch & Smith Civil Group

MAER Construction
Gruhn May, Inc.
Gregory Electric Company
The Whiting-Turner Contracting Company
Enterprise Contracting, LLC
Kirby Development, Inc.
D E Scorpio Corporation
Florida Infrastructure, Inc.
Allsite Contracting, Inc.
A C General, Inc.
Construction Journal
Northpointe Services
Onas Corporation
Ardworks Construction Company, Inc.
Abacus Contracting, LLC
C A P Contracting
Chad Willhite, Inc.
Dream Design & Construction
The Fidus Group, LLC
George Prescott Construction, Inc.
Thomas May Construction Company
Triest Construction Company, Inc.
HEB Services, Inc.
Aman Construction Services
Cupecoy Construction, Inc.
Shine and Company, Inc.
Arkest, LLC
GWP Construction
Metric Civil Constructors
Nooney Construction Company
First Coast Site Utilities, LLC
T G Utility Company, Inc.
American Coastal Builders
River City Constructors
Xeye, Inc.
Fleming Island Home Services
CGC, Inc.
Jam IV Construction, LLC
Zephyr Construction Management
Hinterland Group, Inc.
S R W Construction, Inc.
Accelerated Contractors, LLC
Bourre Construction Group
All Weather Contractors
Wiggins Construction Co of N FL, Inc.
Harrell Construction

**Bid Invitations Sent to the Following Companies for:
Bid #17/18-30, Omega Park Improvements**

Bartram Construction Services
Construction Management Plus
Delaney Project Management
Maxxim Construction
T K Stephens, LLC
BBI Construction Management
Jax Utilities Management, Inc.
J & H Waterstop Utilities, Inc.
Capps Land Management
Callaway Contracting
Onsite Environmental Consulting, Inc.
Grimes Utilities, Inc.
Vallencourt Construction
Warden Construction
Florida Infrastructure

REVISED SCHEDULE OF VALUES: Bid #17/18-30, OMEGA PARK IMPROVEMENTS

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization	1	LS	17,700 ⁰⁰	17,700 ⁰⁰
2	Site Preparation	1	LS	5,590 ⁰⁰	5,590 ⁰⁰
3	Erosion Control	1	LS	1,050 ⁰⁰	1,050 ⁰⁰
4	Demolish Restroom/Concession Building	1	LS	5,560 ⁰⁰	5,560 ⁰⁰
5	Remove Concrete Sidewalk/Pavement	130	SY	28 ⁰⁰	3,640 ⁰⁰
6	Remove Drainage Inlet/Manhole	5	EA	1,050 ⁰⁰	5,250 ⁰⁰
7	Remove Drainage Pipe	925	LF	18 ⁰⁰	16,650 ⁰⁰
8	New Restroom/Concession Building	1	LS	234,872 ⁰⁰	234,872 ⁰⁰
9	Construct Sidewalk (5")	184	SY	60 ⁰⁰	11,040 ⁰⁰
10	Reconstruct Crushcrete Stabilized Parking Area	770	SY	8.50	6,545 ⁰⁰
11	Area & Swale Re-grading	2212	SY	7 ⁰⁰	15,484 ⁰⁰
12	Ditch Re-grading	1190	SY	8.10	9,639 ⁰⁰
13	12" PVC (DR18)	132	LF	45 ⁰⁰	5,940 ⁰⁰
14	15" RCP	791	LF	43 ⁰⁰	34,013 ⁰⁰
15	18" RCP	348	LF	50 ⁰⁰	17,400 ⁰⁰
16	24" RCP	12	LF	136 ⁰⁰	1,632 ⁰⁰
17	Inlet Type "C"	5	EA	2,875 ⁰⁰	14,375 ⁰⁰
18	Inlet Type "E"	3	EA	3,420 ⁰⁰	10,260 ⁰⁰
19	MES (12")	6	EA	1,940 ⁰⁰	11,640 ⁰⁰
20	U-type Endwall (12")	2	EA	1,640 ⁰⁰	3,280 ⁰⁰
21	U-type Endwall (15")	3	EA	1,838 ⁰⁰	5,514 ⁰⁰
22	U-type Endwall (24")	1	EA	2,450 ⁰⁰	2,450 ⁰⁰
23	Plug Existing Drainage Structure	1	EA	145 ⁰⁰	145 ⁰⁰
24	Bahia Sod	3587	SY	5 ⁰⁰	17,935 ⁰⁰
25	Tifway Sod/Sprig	1106	SY	6 ⁰⁰	6,636 ⁰⁰
26	Reconnect Building Water Service (2" PVC)	1	LS	1,340 ⁰⁰	1,340 ⁰⁰
27	Bldg. San. Sewer Service (4" PVC w/ cleanouts)	1	LS	3,900 ⁰⁰	3,900 ⁰⁰
				Total Base Bid Items =	\$ 469,480.00

Total Base Bid written in words:

FOUR HUNDRED SIXTY NINE THOUSAND

FOUR HUNDRED EIGHTY ~~00~~ / 100 DOLLARS

Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

COMPANY NAME:

GARY S. BAILEY, INC.

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: GARY S. BAILEY, INC.

ADDRESS: 5201 C.R. 218

MIDDLEBURG, FL 32068

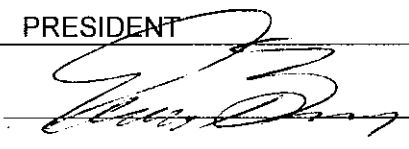
TELEPHONE: (904) 291-2291

FAX #: (904) 291-2464

E-MAIL: GSB162LEE@BELLSOUTH.NET

Name of Person submitting Bid: GARY BAILEY

Title: PRESIDENT

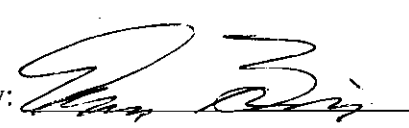
Signature: 

Date: 6-25-18

Area Representative Contact Information: GARY BAILEY (904) 291-2291

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 6-20-18 Acknowledged by: 

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

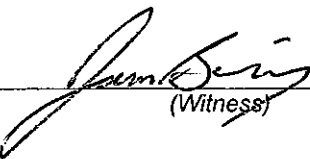
KNOW ALL MEN BY THESE PRESENTS, that Gary S. Bailey, Inc.
as Principal, hereinafter called the Principal, and FCCI Insurance Company
a corporation duly organized under the laws of the State of Florida
as Surety, hereinafter called the Surety, are held and bound unto Board of County Commissioners Clay
County
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount Dollars(5%)
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

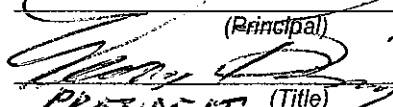
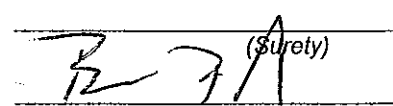
WHEREAS, the Principal has submitted a bid for Omega Park Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance
of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal
shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee may in good faith contract with another party to
perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full
force and effect.

Signed and Sealed this 25th day of June, 2018.


(Witness)


(Witness)

Gary S. Bailey, Inc.
(Principal) (Seal)

PRESIDENT (Title)
FCCI Insurance Company
(Surety) (Seal)

(Title)
Benjamin K. Powell, Attorney-In-Fact



More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Robert T Theus; Ben Powell; Susan W Jordan; Fitzhugh Powell Jr

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$7,500,000): **\$7,500,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of September, 2016.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval
Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 25TH day of September, 2016

Thomas A. Koval
Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary



**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

- (1) The prospective Vendor, GARY S. BAILEY, INC., certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

GARY S. BAILEY, INC.

By:


Signature

GARY BAILEY- PRESIDENT
Name and Title

5201 C.R. 218
Street Address

MIDDLEBURG, FL 32068
City, State, Zip

6-25-18
Date

Scrutinized Companies Certification
[Clay County Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS]

Name of Company:¹ GARY S. BAILEY, INC.

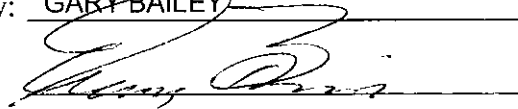
In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

GARY S. BAILEY, INC.

(Seal)

By: GARY BAILEY



Its PRESIDENT

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

GARY S. BAILEY, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5201 C.R. 218

Requester's name and address (optional)

6 City, state, and ZIP code

MIDDLEBURGH, FLA. 32068

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

59-2856338

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

[Signature]

Date June 25, 2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Southern-Owners Ins. Co.

Issued 10-18-2017

AGENCY INSURAMERICA OF FLORIDA INC
12-0326-00 MKT TERR 123Company POLICY NUMBER 022322-78627462-17
Bill 78-23-FL-0212

INSURED GARY S BAILEY INC

Term 12-20-2017 to 12-20-2018

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal Injury And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

AUDIT TYPE: Annual Audit

Forms that apply to this coverage:

59350 (01-15)	IL0017 (11-85)	55146 (06-04)	55188 (09-04)	55238 (06-04)
55300 (07-05)	55202 (12-04)	55371 (01-07)	CG2149 (09-99)	55296 (09-09)
55091 (10-08)	55531 (06-11)	CG0220 (03-12)	55513 (11-11)	IL0021 (07-02)
55592 (02-14)	55637 (09-14)	55719 (11-15)	55718 (11-15)	

GARY S. BAILEY, INC.
GENERAL CONTRACTORS
5201 COUNTY ROAD 218
MIDDLEBURG, FL 32068
(904) 291-2291 CBC018022

RECEIVED
PURCHASING DIVISION

2018 JUN 25 PM 3:39

CLAY COUNTY BOARD OF
COMMISSIONERS

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: Bid 17/18-30

Company Name: GARY S. BAILEY, INC.

17/18-30 Omega Park Improvements
6-25-18 4:00 pm

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: STG Contracting Group, Inc.

ADDRESS: 109 Nature Walk Parkway, Suite 103

St. Augustine, FL 32092

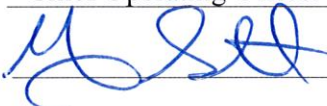
TELEPHONE: (904) 287-9898

FAX #: (904) 217-3750

E-MAIL: gs@stgcontractinggroup.com

Name of Person submitting Bid: Gene C. Staton

Title: Chief Operating Officer


Signature: 

Date: June 25, 2018

Area Representative Contact Information: See above

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 6/20/18 Acknowledged by: 

Clarification

Addendum No. 1 Date: 6/21/18 Acknowledged by: 

Addendum No. _____ Date: _____ Acknowledged by: _____

REVISED SCHEDULE OF VALUES: Bid #17/18-30, OMEGA PARK IMPROVEMENTS					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization	1	LS	\$7,500.00	\$7,500.00
2	Site Preparation	1	LS	\$41,625.00	\$41,625.00
3	Erosion Control	1	LS	\$5,480.00	\$5,480.00
4	Demolish Restroom/Concession Building	1	LS	\$9,500.00	\$9,500.00
5	Remove Concrete Sidewalk/Pavement	130	SY	\$10.00	\$1,300.00
6	Remove Drainage Inlet/Manhole	5	EA	\$600.00	\$3,000.00
7	Remove Drainage Pipe	925	LF	\$7.00	\$6,475.00
8	New Restroom/Concession Building	1	LS	\$314,621.88	\$314,621.88
9	Construct Sidewalk (5")	184	SY	\$54.00	\$9,936.00
10	Reconstruct Crushcrete Stabilized Parking Area	770	SY	\$19.00	\$14,630.00
11	Area & Swale Re-Grading	2212	SY	\$6.00	\$13,272.00
12	Ditch Re-Grading	1190	SY	\$10.00	\$11,900.00
13	12" PVC (DR18)	132	LF	\$40.00	\$5,280.00
14	15" RCP	791	LF	\$33.00	\$26,103.00
15	18" RCP	348	LF	\$52.00	\$18,096.00
16	24" RCP	12	LF	\$70.00	\$840.00
17	Inlet Type "C"	5	LF	\$1,550.00	\$7,750.00
18	Inlet Type "E"	3	EA	\$1,750.00	\$5,250.00
19	MES (12)	6	EA	\$750.00	\$4,500.00
20	U-Type Endwall (12")	2	EA	\$1,700.00	\$3,400.00
21	U-Type Endwall (15")	3	EA	\$1,900.00	\$5,700.00
22	U-Type Endwall (24")	1	EA	\$1,900.00	\$1,900.00
23	Plug Existing Drainage Structure	1	EA	\$350.00	\$350.00
24	Bahia Sod	3587	SY	\$3.60	\$12,913.20
25	Tifway Sod/Sprig	1106	SY	\$4.32	\$4,777.92
26	Reconnect Building Water Service (2" PVC)	1	LS	\$1,050.00	\$1,050.00
27	Bldg. San. Sewer Service (4" VC w/cleanouts)	1	LS	\$1,850.00	\$1,850.00
Total Base Bid Items =					539,000.00

Total Base Bid written in words: Five Hundred Thirty-Nine Thousand and 00/100 Dollars

Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (3) days.

COMPANY NAME: STG Contracting Group, Inc.

WESTFIELD INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

STG Contracting Group, Inc.
109 Nature Walk Pkwy, Suite 103
St. Augustine, FL 32092

SURETY:

(Name, legal status and principal place of business)

WESTFIELD INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Clay County Board of County Commissioners
477 Houston Street
Green Cove Springs, FL 32043

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

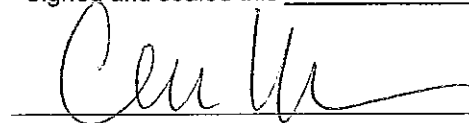
Omega Park Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of June, 2018



(Witness)

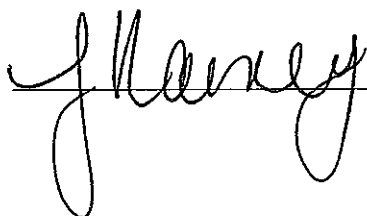
STG Contracting Group, Inc.

(Principal)

By: 

(Seal)

(Title)



(Witness)

WESTFIELD INSURANCE COMPANY

(Surety)

By: 

Bradford W. Bush, Attorney-In-Fact

(Seal)

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BD5084 OFWWN (10/2010)

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
BRADFORD W. BUSH, KYLE C. WHITMAN, CLARENCE F. GREENE, III, TINA MONTANEZ, JOINTLY OR SEVERALLY

of JACKSONVILLE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 05th day of JANUARY A.D., 2017.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 05th day of JANUARY A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 25th day of June, 2018.



Frank A. Carrino, Secretary

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

- (1) The prospective Vendor, STG Contracting Group, Inc., certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

STG Contracting Group, Inc.

By:


Signature

Gene C. Staton, C.O.O.

Name and Title

109 Nature Walk Parkway, Suite 103

Street Address

St. Augustine, FL 32092

City, State, Zip

June 25, 2018

Date

Scrutinized Companies Certification
[Clay County Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS]

Name of Company:¹ STG Contracting Group, Inc.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

STG Contracting Group, Inc.

(Seal)

By: Gene C. Staton, C.O.O.



Its C.O.O.

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2018

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 HUB International Florida 10739 Deerwood Park Blvd Ste 200 Jacksonville FL 32256		CONTACT NAME: Lois Meyers PHONE (A/C, No, Ext): 904-398-1234 FAX (A/C, No): 904-396-3140 E-MAIL ADDRESS: lois.meyers@hubinternational.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : FCCI Insurance Company	10178
		INSURER B : National Trust Insurance Company	20141
		INSURER C : Monroe Guaranty Insurance Co	32506
		INSURER D : Brierfield Insurance Company	10993
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1838137999

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GL00151706	2/14/2018	2/14/2019	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 - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA10001080102	2/14/2018	2/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB10001990601	2/14/2018	2/14/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	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 <input type="checkbox"/> N/A		001WC18A70173	2/14/2018	2/14/2019	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Rented/Leased Equipment		CM001004702	2/14/2018	2/14/2019	Per Item Limit \$50,000 Total Limit \$100,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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

© 1988-2010 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. STG Contracting Group, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶ <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 109 Nature Walk Parkway, #103	Requester's name and address (optional)	
6 City, state, and ZIP code St. Augustine, FL 32092		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	7	-	2	4	5	9	6	2 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

03/26/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



109 Nature Walk
St. Augustine, FL

BID NO. 17/18-30
OMEGA PARK IMPROVE

Bid Date: June 25, 2018
Bid Opening: June 26, 2018

RECEIVED
PURCHASING DIVISION

2018 JUN 25 PM 3:32

CLAY COUNTY BOARD OF
COMMISSIONERS

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: 17/18-30

Company Name: _____

STG Contracting Group

REVISED Schedule of Values Bid #17/18-30, Omega Park Improvements						
	Schedule of Values					
	ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
BASE BID	1	Mobilization	1	LS	\$ 83,513.49	\$ 83,513.49
	2	Site Preparation	1	LS	\$ 6,411.21	\$ 6,411.21
	3	Erosion Control	1	LS	\$ 1,183.57	\$ 1,183.57
	4	Demolish Restroom/Concession Building	1	LS	\$ 6,370.83	\$ 6,370.83
	5	Remove Concrete Sidewalk/Pavement	130	SY	\$ 31.93	\$ 4,151.32
	6	Remove Drainage Inlet/Manhole	5	EA	\$ 1,204.51	\$ 6,022.57
	7	Remove Drainage Pipe	925	LF	\$ 20.31	\$ 18,790.73
	8	New Restroom/Concession Building	1	LS	\$ 266,517.40	\$ 266,517.40
	9	Construct Sidewalk (5")	184	SY	\$ 68.10	\$ 12,529.67
	10	Reconstruct Crushcrete Stabilized Parking Area	770	SY	\$ 9.67	\$ 7,442.10
	11	Area & Swale Re-grading	2212	SY	\$ 7.48	\$ 16,551.03
	12	Ditch Re-grading	1190	SY	\$ 9.27	\$ 11,035.70
	13	12" PVC (DR18)	132	LF	\$ 51.62	\$ 6,813.72
	14	15" RCP	791	LF	\$ 48.45	\$ 38,325.91
	15	18" RCP	348	LF	\$ 57.17	\$ 19,896.06
	16	24" RCP	12	LF	\$ 156.04	\$ 1,872.51
	17	Inlet Type "C"	5	EA	\$ 3,297.08	\$ 16,485.42
	18	Inlet Type "E"	3	EA	\$ 3,922.52	\$ 11,767.55
	19	MES (12")	6	EA	\$ 2,224.97	\$ 13,349.84
	20	U-type Endwall (12")	2	EA	\$ 1,880.71	\$ 3,761.43
	21	U-type Endwall (15")	3	EA	\$ 2,108.47	\$ 6,325.40
	22	U-type Endwall (24")	1	EA	\$ 2,799.93	\$ 2,799.93
	23	Plug Existing Drainage Structure	1	EA	\$ 166.56	\$ 166.56
	24	Bahia Sod	3587	SY	\$ 5.19	\$ 18,602.72
	25	Tifway Sod/Sprig	1106	SY	\$ 5.19	\$ 5,736.14
	26	Reconnect Building Water Service (2" PVC)	1	LS	\$ 1,533.09	\$ 1,533.09
	27	Bldg. San. Sewer Service (4" PVC w/ cleanouts)	1	LS	\$ 4,431.44	\$ 4,431.44
	Total Base Bid Items =					\$ 592,387.34

Total Base Bid written in words: Five Hundred Ninety Two Thousand Three Hundred Eighty Seven Dollars and Thirty Four Cents

Bids require a (5%) bid bond on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

COMPANY NAME: Core Construction Co. of Jacksonville, Inc.

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Core Construction Co. of Jacksonville, Inc.

ADDRESS: 8375 Baymeadows Way

Jacksonville, FL 32256


TELEPHONE: 904-399-1033

FAX #: 904-399-1074

E-MAIL: sandy@core-constructionco.com

Name of Person submitting Bid: Jay Chung

Title: President


Signature: 

Date: 6/24/18

Area Representative Contact Information: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 6/20/18 Acknowledged by: 

Clarification
Addendum No. 1 Date: 6/21/18 Acknowledged by: 

Addendum No. _____ Date: _____ Acknowledged by: _____

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Core Construction Company
8375 Baymeadows Way
Jacksonville, FL 32256

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

Clay County Board of County Commissioners
477 Houston Street
Green Cove Springs, FL 32043

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

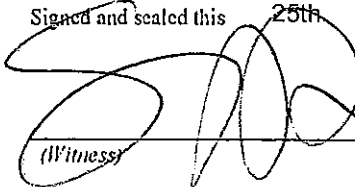
Bid No. 17/18-30, Omega Park Improvements


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be required to be as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of June, 2018



(Witness)

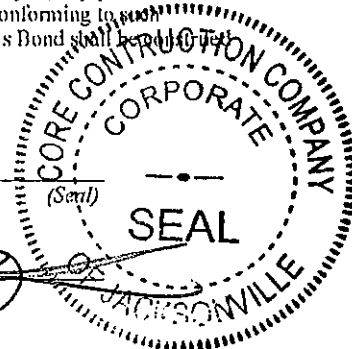

(Witness) Trenton B. Saunders

Core Construction Company
(Principal)

By: 
(Title)

United States Fire Insurance Company
(Surety)

By: 
(Title) Kevin R. Wojtowicz Attorney-in-Fact, and FL
Licensed Resident Agent



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00925406818

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Kevin R. Wojtowicz, David Turcios, John R. Neu, Daniel F. Oaks

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2019.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 15th day of June, 2016

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

Core Construction Co. of
Jacksonville, Inc.

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Core Construction Co. of Jacksonville, Inc.

By: _____

Signature

Jay Chung, President

Name and Title

8375 Baymeadows Way

Street Address

Jacksonville, FL 32256

City, State, Zip

6/24/18

Date

Scrutinized Companies Certification
[Clay County Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS]

Name of Company:¹ Core Construction Co. of Jacksonville, Inc.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(Seal)



Insert Name of Company:

Core Construction Co. of

Jacksonville, Inc.

By: _____

Its President

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

“No Bid” Statement

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: Clay County Purchasing Division, Attn: Donna Fish, P.O. Box 1366, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☒ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

SCHEDULE OF VALUES
Bid #17/18-30, Omega Park Improvements

Schedule of Values

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization	1	LS		
2	Site Preparation	1	LS		
3	Erosion Control	1	LS		
4	Demolish Restroom/Concession Building	1	LS		
5	Remove Concrete Sidewalk/Pavement	130	SY		
6	Remove Drainage Inlet/Manhole	5	EA		
7	Remove Drainage Pipe	925	LF		
8	New Restroom/Concession Building	1	LS		
9	Construct Sidewalk (5")	184	SY		
10	Reconstruct Crushcrete Stabilized Parking Area	770	SY		
11	Area & Swale Re-grading	2050	SY		
12	Ditch Re-grading	1190	SY		
13	12" PVC (DR18)	132	LF		
14	15" RCP	791	LF		
15	18" RCP	360	LF		
16	Inlet Type "C"	5	EA		
17	Inlet Type "E"	3	EA		
18	MES (12")	6	EA		
19	U-type Endwall (12")	2	EA		
20	U-type Endwall (15")	3	EA		
21	U-type Endwall (18")	1	EA		
22	Plug Existing Drainage Structure	1	EA		
23	Bahia Sod	4078	SY		
24	Tifway Sod/Sprig	453	SY		
25	Reconnect Building Water Service (2" PVC)	1	LS		
26	Bldg. San. Sewer Service (4" PVC w/ cleanouts)	1	LS		
Total Base Bid Items =					

Total Base Bid written in words: _____

Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

COMPANY NAME: _____

*Spreadsheet
has been
Created &
Revised per
Add'l*

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Core Construction Company of Jacksonville, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶
- ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting

code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

8375 Baymeadows Way

6 City, state, and ZIP code

Jacksonville, FL 32256

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

1 6 - 1 6 5 9 0 1 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 6/21/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2018

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

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

PRODUCER Augustyniak Insurance Group 12058 San Jose Blvd Ste #304 Jacksonville, FL 32223 License #: L062521	CONTACT NAME: Jacquelyn C Brandenburg	
	PHONE (A/C, No, Ext): 904-268-3106	FAX (A/C, No): 904-268-3107
	E-MAIL ADDRESS: jackieb@weshopinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Core Construction Company of Jacksonville 8375 Baymeadows Way Jacksonville, FL 32256	INSURER A: Southern Owners Ins Company	
	INSURER B: Auto Owners - Commercial Auto	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 00000000-126136

REVISION NUMBER: 5

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		78216137	03/20/2018	03/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		51-216137-00	05/26/2017	05/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> 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	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

If required by prior written contract, blanket additional insured applies to the General Liability policy.

If required by prior written contract, blanket additional insured and blanket waiver of subrogation applies to the Auto policy.

CERTIFICATE HOLDER

CANCELLATION

Board of County Commissioners of Clay County Florida Clay County Administration Building 477 Houston Street Green Cove Springs, FL 32043	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 <i>Jacquelyn C Brandenburg</i> (JCB)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2018

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

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

PRODUCER	SUNZ Insurance Solutions, LLC. c/o Howard Leasing, Inc. 6302 Manatee Ave. W Bradenton, FL 34209	ID: (Howard)
CONTACT NAME:	Sondra Kelly	
PHONE (A/C, No, Ext):	941-761-7704	FAX (A/C, No): 941-761-7706
E-MAIL ADDRESS:	skelley@howardleasinginc.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: SUNZ Insurance Company		34762
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Howard Leasing, Inc.
Howard Leasing II, LLC. Howard Leasing III, Inc.;
Howard Leasing IV, Inc. Howard Leasing V, Inc.
6302 Manatee Avenue West, Suite K
Bradenton FL 34209

COVERAGES

CERTIFICATE NUMBER: 41828073

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>					BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$
						\$
	DED <input type="checkbox"/> RETENTION <input type="checkbox"/>					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC013-00001-018	5/1/2018	5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N/A	WCPEO000004008	5/14/2017	5/1/2018	E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Coverage provided for all leased employees but not subcontractors of: CORE CONSTRUCTION COMPANY OF JACKSONVILLE
Location Effective: 12/28/2015

CERTIFICATE HOLDER**CANCELLATION**

2103 Core Construction Company of Jacksonville, Inc. 8375 Baymeadows Way Jacksonville FL 32256	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 Glen J Distefano
---	---

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ACORD 25 (2016/03)

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8375 Baymeadows Way
Jacksonville, Florida 32256

RECEIVED
PURCHASING DIVISION

2018 JUN 25 PM 3:31

CLAY COUNTY BOARD OF
COMMISSIONERS

at:

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

MENTS

Receipt for Bid #: 17/18-30
Company Name: CORE Const.
Company

REVISED SCHEDULE OF VALUES: Bid #17/18-30, OMEGA PARK IMPROVEMENTS

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization	1	LS	\$ 64,870.00	\$ 64,870.00
2	Site Preparation	1	LS	\$ 33,000.00	\$ 33,000.00
3	Erosion Control	1	LS	\$ 7,150.00	\$ 7,150.00
4	Demoblish Restroom/Concession Building	1	LS	\$ 7,150.00	\$ 7,150.00
5	Remove Concrete Sidewalk/Pavemant	130	SY	\$ 14.85	\$ 1,930.50
6	Remove Drainage Inlet/Manhole	5	EA	\$ 935.00	\$ 4,675.00
7	Remove Drainage Pipe	925	LF	\$ 16.50	\$ 15,262.50
8	New Restroom/Concession Building	1	LS	\$ 289,335.00	\$ 289,335.00
9	Construct Sidewalk (5")	184	SY	\$ 36.60	\$ 6,734.40
10	Reconstruct Crushcrete Stabilized Parking Area	770	SY	\$ 27.88	\$ 21,467.60
11	Area & Swale Re-grading	2212	SY	\$ 11.85	\$ 26,212.20
12	Ditch Re-grading	1190	SY	\$ 11.61	\$ 13,815.90
13	12" PVC (DR18)	132	LF	\$ 25.20	\$ 3,326.40
14	15" RCP	791	LF	\$ 43.00	\$ 34,013.00
15	18" RCP	348	LF	\$ 53.39	\$ 18,579.72
16	24" RCP	12	LF	\$ 101.46	\$ 1,217.52
17	Inlet Type "C"	5	EA	\$ 3,250.00	\$ 16,250.00
18	Inlet Type "E"	3	EA	\$ 4,467.00	\$ 13,401.00
19	MES (12")	6	EA	\$ 330.00	\$ 1,980.00
20	U-type Endwall (12")	2	EA	\$ 2,714.00	\$ 5,428.00
21	U-type Endwall (15")	3	EA	\$ 2,810.00	\$ 8,430.00
22	U-type Endwall (24")	1	EA	\$ 3,900.00	\$ 3,900.00
23	Plug Existing Drainage Structure	1	EA	\$ 110.00	\$ 110.00
24	Bahia Sod	3587	SY	\$ 6.52	\$ 23,387.24
25	Tifway Sod/Sprig	1106	SY	\$ 7.70	\$ 8,516.20
26	Reconnect Building Water Service (2" PVC)	1	LS	\$ 300.00	\$ 300.00
27	Bldg. San. Sewer Service (4" PVC w/ cleanouts)	1	LS	\$ 300.00	\$ 300.00
Total Base Bid Items =					\$ 630,742.18

Total Base Bid written in words Six Hundred Thirty Thousand Seven Hundred Forty-Two dollars Eighteen cent

Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days

COMPANY NAME: ONAS Corporation

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Onas Corporation

ADDRESS: 2050 University Blvd. N

Jacksonville, FL 32211

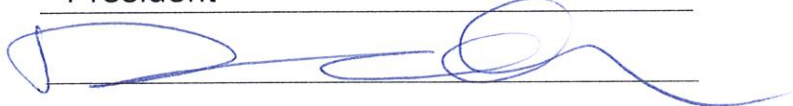
TELEPHONE: 904-745-0508

FAX #: 904 745-1318

E-MAIL: Bandele@onascorporation.com

Name of Person submitting Bid: Bandele Onasanya

Title: President

Signature: 

Date: June 25, 2018

Area Representative Contact Information: Irvin Goodrich

904-509-4356

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 6-20-2018 Acknowledged by: 

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS

- (1) The prospective Vendor, Onas Corporation, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

ONAS Corporation

By: 

Signature

Bandele Onasanya, President

Name and Title

2050 University Blvd. N

Street Address

Jacksonville, FL 32211

City, State, Zip

June 25, 2018

Date

Scrutinized Companies Certification
[Clay County Bid No. 17/18-30, OMEGA PARK IMPROVEMENTS]

Name of Company:¹ ONAS Corporation

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

ONAS Corporation

(Seal)

By: Bande Onasanya

Its President

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ONAS Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2050 University Blvd. N

6 City, state, and ZIP code

Jacksonville, FL 32211

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

5 9 - 2 7 3 3 4 8 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

June 21, 2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2018

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 Phone: (904) 828-4010 Fax: (904) 828-4030

SHIRLEY C. MARSHALL
INSURANCE PORTFOLIO MANAGERS, INC.
9060 CRAVEN ROAD
JACKSONVILLE FL 32257

Agency Lic#: A165915

CONTACT INSURANCE PORTFOLIO MANAGERS, INC.

NAME

PHONE 904-828-4010

FAX

904-828-4030

E-MAIL

ADDRESS: lpmanagers@comcast.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Rockhill Insurance Company

28053

INSURER B : Markel/Essex Insurance Company

39020

INSURER C : Zurich Insurance Company

16535

INSURER D

INSURER E

INSURER F

INSURED
ONAS CORPORATION
2050 UNIVERSITY BLVD., NORTH
JACKSONVILLE FL 32211

COVERAGES

CERTIFICATE NUMBER: 34257

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY	X		Jason.davis@toysrus.	03/31/18	03/31/19	EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		ENVP01404700	07/22/17	07/22/18	MED. EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Pollution Insurance						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$
C	Contractors Equipment to Include	X		ECO09140809	04/26/18	04/26/19	\$100,000.00 \$1000 RC All Risk Theft
C	Rental Equipment	X		ECO09140809	04/26/18	04/26/19	\$85,000 Includes Theft

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

Additional Insured City of Jacksonville Coverage is primary and non contributory 30 days notice of Cancellation

CERTIFICATE HOLDER

CANCELLATION

For Evidence of Insurance Purposes Only

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

Attention:

Shirley C. Marshall

RICK SCOTT, GOVERNOR

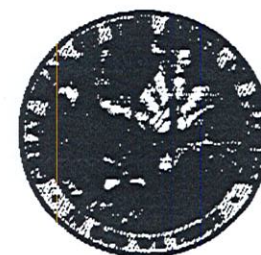
KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC046559

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



ONASANYA BANDELE MARTINS
ONAS CORPORATION
2050 UNIVERSITY BLVD N
JACKSONVILLE FL 32211



ISSUED: 06/23/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606230000913

Addendum No. 1
Bid #17/18-30, Omega Park Improvements

DUE DATE: Monday, June 25, 2018, 4:00 p.m.

OPEN DATE: Tuesday, June 26, 2018, 1:00 p.m.

The items of this Addendum shall modify and become part of the contractual documents for this project as of this date. Receipt of and incorporation of this Addendum must be acknowledged in the bid on page 17. Failure to acknowledge this addendum will be grounds for rejection of proposal.

1. Do you have a budget for this project?

Response: We do not release budget estimates.

2. Does this job require the FDOT pre-qualification?

Response: FDOT Pre-Qualifications will not apply.

3. Plan shows 18" pipe running from the new S-9 Structure into the S-10 U Type Headwall. The existing pipe run coming in from the south looks to be 24" HDPE. Please confirm 18" Pipe from S-9 into the S-10 Structure.

Response: Sheet 5 changes 12 LF of 18" RCP to 12 LF of 24" RCP and 18" Endwall to 24" Endwall. Deleted "See Details" in "Regrade Ditch" note. See plans and utilize revised schedule of values for the changes.

4. Will the county require Laser Profile testing of the new RCP Storm System?

Response: Laser Profile testing will be required.

5. There are notes on the Civil print for Omega Park Improvements "see details". In particular, the crushcrete drive area and the swale on the east side of the property, have this note. There are no details on the Detail Sheet, Sheet No. 12 is mostly blank.

Response: See attached Revised Sheet 12, Construction Details.

6. See attached Revised Sheet 6: adding area and swale re-grade areas and adding 12" depth specification to note crusherete parking area reconstruction note.

7. See attached Revised Sheet 8: adding specification of Tifway sod/sprigs to be planted in re-grading area.

8. See attached Revised Sheet 9: adding proposed swale to plan.

9. The plumbing fixture schedule on P201 lists 'F-7 Mop Sink Basin' however, there is no F-7 shown on the plumbing floor plan on P101. Please advise if one is required and if so, where.

Response: See attached revised sheet P101 showing location of F-7 Mop Sink Basin.

10. Will concrete sealer be required?

Response: Yes, all exposed concrete floors within the building shall be sealed. All exterior concrete shall be broom finished.

11. What is the requirements and type of waterproofing for concrete?

Response: Exterior surface is painted split face block, including bond beams and lintels. There are no exposed concrete walls or beams.

12. What type of frames, doors, and hardware will be required? Can you provide a hardware schedule?

Response: All doors and frames shall be hollow metal. See attached specifications for Hollow Metal Doors and Frames – section 081113, and Door Hardware – section 087100.

13. Please provide information on the roll up concession door, or info on model number and manufacture of concession door.

Response: Basis of design for Overhead Rolling Counter Doors is 'Overhead Door – Model 650', galvanized steel curtain door.

14. Please provide details on the metal roofing; metal components manufacture – roof panels.

Response: Basis of design for standing seam metal roof is 'Peterson – Snap-Clad panel roofing. See Standing Seam Metal Roof Specification attached. Follow manufacturer's recommended details for installation of metal roof.

15. Please provide painting materials specifications – approved manufactures for the painting materials?

Response: Refer to attached painting specification section 099123.

16. In regard to the ceramic tile, is there an approved manufacture of tile approved?

Response: 'Crossville' – 'Structure' is an approved manufacturer and style for floor tile in the restrooms.

DNAS Corporation
2050 University Blvd. N.
Jacksonville, FL 32211

RECEIVED
PURCHASING DIVISION

2018 JUN 25 PM 3:30

CLAY COUNTY BOARD OF
COMMISSIONERS

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: 17/18-30
Company Name: DNAS Corporation

DNAS
Removals

Adm Bldg
on Area

32043



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, July 3 3:30 PM

TO: Finance & Audit Committee

DATE: 1/10/2018

FROM: S. C. Kopelousos

SUBJECT:
Update on County projects.

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	1/10/2018 - 8:43 AM	Item Pushed to Agenda

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
COUNTY PARK PLAN		<p>1. Safety netting - quote 115,000 share cost with tier two 81,551 (county would pay all of cost of omega and carl pugh) This is included in the budget but at this point the budget is not balanced. (Included in the draft budget)</p> <p>2. Fairgrounds Master Plan - Received first draft of the final report on 6/15 - we have asked for a more centric focus as an event center not just a fairgrounds as well as more work on the management of traffic. Everyone agrees that our first focus should be on aquisition of property for parking and traffic management.</p> <p>3. Sharing facilities with Clay County Schools- Met Wednesday and working on an agreement</p> <p>4. Fleming Island Baseball Softball - Eisman Russo putting together the Design Build documents due June 15. Have an issue with the SJWMD related to the wetlands designations and have meeting today with them to try to get resolution</p> <p>5. Eagle Harbor Drainage, Armstrong Drainage, Omega Drainage and Concession -- Awarding of bid at July 10 BCC meeting</p>			
FLEMING ISLAND MULTIPURPOSE FIELDS		1. Discussion with Interior Department regarding the Thunderbolt fields (radar Road)			
ANIMAL SERVICES PROGRAM		Committee asked staff to investigate 1. a program to handle owner surrender 2. Feral Cat issues			
SURPLUS PROPERTY REPORT		All 5 properties sold for a total of \$20,303			
BCC APPOINTMENTS		<p>1. Clay County Historic Preservation Board - District 1, District 2, District 3, District 4, 2 at Large</p> <p>2. Library Board of Trustees</p>			

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
BRANDING		1. Signage- working on Specifications now - working with FDOT 2. Strategic Plan is on the 1st phase 3. Destination photography and video production has begun and will continue through the next 12 months			
800 MEGA HERTZ SYSTEM		1. Shelter work (contract is for 210 days)- underway 2. Tower Hurricane Damage: moving forward with the RFP to repair the towers...			
STATION 11 REPLACEMENT		1. Wall framing nearly complete and the roof Decking is in place 2. Elevator on site 3. Substantial Completion - July 20 4. Closeout: September 24			
GUN RANGE		1. Sent site specifications to FWC for them to create a site plan. 2. Clean-up of the wetlands area from the dam breaking : SJWMD provided us with a letter for the additional clean up from the dam break. Waiting on contractor for quote 3. Setting up an addition meeting with the FBI on site 4. Discussion with SJRSC regarding shared facilities			
CHALLENGER ROAD		1. Governor awarded Clay County the grant.			
SANDRIDGE BOX CULVERT	between Rolling Hills and Silver Creek	Start Date 6/8 Road Closure 6/25 Completion 9/6			

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
Cross Drain on Sandridge	between CR 209 and Rollings Hills	This will be done as a separate project. Inclusion of this section would have pushed bck the time of the bid. Staff recommended separating the project. Staff will make sure there is minimal closure for this section of the work. Scheduling will occur after the "Box Culvert is complete. The existing continuous drainline contract will be used to complete this portion of the project.			
Road Paving		Indigo Road	85 percent Completed		
RESURFACING PROJECTS		1. Remaining roads from last fiscal year: Bee Street E/N. (drainage issues) Under drain schedule: Bottomridge Drive 7/27/2018 Ridgehill Drive 7/27/2018 Biloxi Trail 8/3/2018 Dover Bluff Drive 8/3/2018 Rainey Ave N 8/10/2018 Custer Road 8/10/2018 Fernview Drive 8/10/2018 Greenridge Road 8/17/2018 Spencer Road 8/17/2018	Roads Completed: Capulin, East Gas Line, West Gas Line, South Deer, North Deer, Brangus, Newcastle dr , Rushing, Angus, Short Horn, Hereford, Junction, Thunder Road, Brannen Field; Watermill, Valderia Dr;Fleming Island Plantation, Copper Stone Dr		
CR 220 Widening from Knight Box to Henley		1. 60% plans 2. 90% plans 3. 100 Plans Complete 4. LET Date (BIDs opened)	1. 2. 3. 4. 5/26/21		
CR 218		Project Start Date July 5th, 2017 Project was delayed due to the Closure of the CR 218 Bridge Estimated Completion Date for the Project: Estimated June Completion			Still working on punch list
FDOT Grant Applications		1. Pine Avenue Pedestrian Bridge Replacement 2. CR 218 Side walk from CR 217 to Clay Hill Elementary 3. CR 220 Town Center Blvd realign turn lanes (safety project) 4. CR 209 Left turn lane at sandridge and			

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
Keystone Heights Water Project		SJWMD Project As a part of the state funding for the River, there was funding for the river. A discussion was had with the WMD regarding the Indigo Branch Project as a possible project for those funds.			
2018 Legislative Appropriations		1. SWEAT Program: \$250,000 2. CR 220 - \$4 Million 3. CR 315 Safety project (Keystone Heights Area) - \$2.8 Million (this will be done through a jpa and the 4. Additional Funding for St. Johns River and Keystone Heights Lakes			
Eagle Harbor Intersection		1. Project should begin mid september			
Tourism Strategic Plan		Strategy should be complete in 3 to six months--update at TDC meeting Community Meetings are being planned for July			
Traffic Signal for Discovery Oaks (new school)		Notice to proceed has gone to the contractor Project must be completed before the beginning of school year on schedule			
Camp Chow -Pier Repair		Consultant is working on plans			State Grant
Camp Chow - Kayak Launch and ADA Improvements		Consultant working on final plans		Survey completed on 6/7	State Grant
GAS TAX		Agreement reached			
PURCHASE PROPERTY WITH CAMP BLANDING		1. Draft closing documents have been submitted to the staff for review. 2. BCC voted on Closing Documents	2. 7.26.16		COMPLETED
TYNES EXTENSION	Agreement with developer	1. Drafts between developer and county 2. Final Draft to come to BCC	1. May-June 2. July 26, 2016		COMPLETED

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
BLIGHT ORDINANCE		1. BCC Discussion of Ordinance	1. August 23 BCC Mtg		COMPLETED
1 CENT EXTENSION		1. Voted by BCC to put on agenda 2. Set up town hall meetings around county 3. Interlocal agreements with the municipalities and school districts	1. June 14 2. OP-8/8 GCS-7/28 KSH-7/25 Oakleaf-8/2 Middleburg-8/4 OP-8/8	Vote August 30	COMPLETED
WELLS ROAD RAILROAD CROSSING		Completed January 27,2017			COMPLETED

Public Comment Card

☒ First Public Comment _____

☐ Item # ☐ _____

Date: July 3 2016

Name: SEX & BUDS Cup/ Country HORNS

Address (Optional): James Otto

City: _____ Zip: _____

Email Address: SEX BUDS 1 GARD