

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	2 July 2018	
Staff Member Preparing Form:	James Householder <i>JMH</i>	
Department Submitting Contract:	Facilities Management Office	
Vendor Name:	Gary S. Bailey, Inc.	
Contract Title:	Omega Park Improvements	
*Please type N/A below next to items not applicable.	SUMMARY (TO BE COMPLETED BY DEPARTMENT)	
	Yes	No
1. New Contract: Work order	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Renewal/Amend./Supplement:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Sole Source*(explain below): NA	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Quotes/bid policy met: NA	<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) \$469,480.00
		10. Previous Price (*If increase explain below) N/A
		11. Date of Original Contract N/A
		12. Number of Renewals None
		13. Length of Term 120 Days from Notice to Proceed
		14. Price Negotiation Efforts:
Funding Source		Requested Action: (Please type below)
Account Number:		Approval of Agreement
305-6068-562000 / 001-3201-563000		Background/Purpose: (Please type below)
FULL Account Name:		This Agreement is for the Construction of a new concession / bathroom building and drainage work at Omega Park Bid #17/18 - 30 Omega Park Improvements
CIP- Omega-Buildings General Fund- Parks and Rec- Infrastructure		
Approvals		
Purchasing:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input type="checkbox"/>
Budget:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input type="checkbox"/>
Finance:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input type="checkbox"/>
County Attorney: <i>all</i>	No Changes	With Changes
Review Date: <i>7/5/18</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Recommended Changes: (Please type below)		
*Sole Source Explanation: (Please type below)		
Governed by only the State of Florida		
<i>All revisions noted in document</i>		

OMEGA PARK IMPROVEMENTS

This Contract is entered into as of the ____ day of _____ 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 Gary S. Bailey, Inc. (the "Contractor"), whose address is 5201 County Road 218, Middleburg, FL 32068.

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 work and labor required for the following project:

Omega Park Improvements, including a new concession/bathroom building and drainage work as set forth in Bid Number: 17/18-30.

SECTION 2. GOVERNING DOCUMENTS

- 2-1. The Contractor shall construct a concession building and drainage improvements in accordance with the project plans included in the bid and assigned Bid No.:17/18-30 by Clay County (the "Plans"). The improvements to be constructed in accordance with the Plans are referred to in this Contract as the "Project." In performing the work of the Project, the Contractor shall also comply with and conform to all requirements set forth in the Bid Instructions for the Project. 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 herein by reference and made a part hereof:
- (a) The Bid Document, including Bid Number: 17/18-30 and all attachments thereto;
 - (b) The Plans;
 - (c) The Contractor's written response to the Bid Document (the "Contractor's Response") (See Exhibit A);
 - (d) The County's Standard Addendum to all Contracts and Agreements (See Exhibit B);
 - (e) The Scrutinized Companies Certification (See Exhibit C); and
 - (f) Those other documents defined or referred to in the Bid Document on file at the office of the Purchasing Division, Clay County, Florida which are approved

by the County.

All documents described above are kept on file in the Purchasing Division or the office of the Clay County Finance Department.

SECTION 3. INDEMNIFICATION

- 3-1 The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work of the Project and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

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.
- 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. The Contract Price for the completion of the Project is **\$469,480.00** as set forth in Exhibit A. Payments are to be made at the unit prices and lump sums specified for the various items in the Contractor's schedule of prices set forth in the Contractor's Response, upon presentation of the proper certificates to the County Representative upon the terms set forth in the specifications provided in the Bid Document. The Contract Amount to be paid to the Contractor under this Contract shall be the total amount based on the unit prices and lump sums contained in the Contractor's Response for the work actually authorized and performed under this Contract and any Supplemental Agreements.
- 4-3. The right is reserved by the County to increase or decrease any or all of the items in the estimate of approximate quantities as shown in the Bid Document.
- 4-4. Whenever any change or combination of changes in the Plans results in an increase or decrease in the original quantities set forth in the Plans or the Bid Document, and the work added or eliminated is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of work performed.
- 4-5. Supplemental Agreements shall be used to clarify the plans and 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 plans which could not reasonably have been contemplated or foreseen in the original plans and 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 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 the Contract, the Plans, and the Bid Documents, and to execute the Contract within 10 calendar days after the date the contract is approved and executed by the Board of County Commissioners, or an alternate date as agreed to by the County and the Contractor.
- 5-2. The Contractor shall accomplish Substantial Completion of its scope of the work no later than 90 calendar days from the date of commencement (The "Substantial Completion Date"). Final Completion of the work shall be achieved within 120 days from the date of commencement.
- 5-3. It is understood and agreed that the date on which days will begin to be charged to the project shall be either (i) the 10th calendar day from the date of issuance of the initial notice to begin work or, (ii) the date on which the Contractor actually begins work, whichever date is the earlier.
- 5-4. The Contractor further agrees to furnish a sufficient and satisfactory performance bond in the sum of not less than 100% of the Contract Amount. In addition, the Contractor agrees to furnish a payment bond in the same sum. The bond format will be provided by the County to the Contractor for proper execution and shall comply with Section 255.05, F.S. The Contractor shall cause the bonds required herein to be recorded in the public records of the County prior to commencing any work on the project at the Contractor's sole cost and expense, and shall deliver the recorded bonds to the County Representative.
- 5-5. The Contractor agrees to provide a certificate of insurance as required in the Bid Document prior to Project commencement, naming Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear, as additional named insured under general liability.
- 5-6. Supplemental Agreements shall be used when a time extension is required due to any

unforeseen circumstances. Such written authorization 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 expenses incidental to ascertaining and collecting losses under the bonds, including accounting, engineering and legal services, together with any and all costs incurred in connection with renegotiating the Contract, shall lie against the bonds.
- 6-2. If the Contractor fails to begin the work under the Contract within the time specified in the "Notice to Proceed" or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the 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, or if the surety executing the bonds for any reasonable cause becomes unsatisfactory in the opinion of the County, the County Representative will give notice in writing to the Contractor and its surety of such delay, neglect, default or opinion.
- 6-3. If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, including providing a new bond or bonds to the County, 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 the Contract, to take the prosecution of the work out of the hands of the Contractor and to declare the Contract to be in default.

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 work authorized and completed prior to the date of termination.
- 7-2. This Contract is to be binding upon the County and upon the Contractor, its heirs, 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.
- 7-3. 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, nor shall it

relieve its surety of the surety's obligation for and concerning any just claims arising out of the work performed.

SECTION 8. LIQUIDATED DAMAGES

- 8-1. Liquidated damages for default by the Contractor in completion of the work will be established by using the schedule found in the Bid Document. A percentage of the established liquidated damage amount will be enforced in the event the project is not fully completed by the final completion date. This is further defined in Section 8, Subsection 8-3 of this Contract.
- 8-2. 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 (i) the work is substantially completed by the Substantial Completion Date; and , (ii) the work is finally completed by the Completion Date.
- 8-3. 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 **Two Hundred, Fifty Dollars (\$250.00)** 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.
- 8-4. 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 shall be subject to correction when submitted, in the subsequent estimates, and the final estimate and payment. Payments will be made in accordance with the Local Government Prompt Payment Act. Contractor payment requests shall be filed in accordance with the schedule provided by the County to match the County Board of Commissioners meeting schedule.

- 9-2. The amount of such payments shall be the total value of the work done to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Florida Statute Section 255.078.

The County may withhold from each progress payment made to the Contractor an amount not to exceed 10 percent of the payment as retainage until 50% completion of such services.

After 50% completion of the construction services purchased pursuant to the Contract, the County must reduce to 5% the amount of retainage withheld from each subsequent progress payment made to the Contractor. The point at which the County has expended 50% of the total cost of the construction services purchased as identified in the Contract, together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract.

After 50% completion of the construction services purchased pursuant to the Contract, the Contractor may elect to withhold retainage from payments to its subcontractors at a rate higher than 5%. The Contractor shall notify the subcontractor, in writing, of its determination to withhold more than 5% of the progress payment and the reasons for making that determination, and the Contractor may not request the release of such retained funds from the County.

After 50% completion of the construction services purchased pursuant to the contract, 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 make payment to the Contractor, unless the County has grounds, pursuant to Florida Statute Section 255.078(6), for withholding the payment of retainage. If the County makes payment of retainage to the Contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors and suppliers.

- 9-3. Prior to submitting any request for payment, the Contractor shall certify that all subcontractors and suppliers having any interest, 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 furnished. 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 having an interest in the Contract their pro rata shares of the payment for all work completed and materials furnished. The term "subcontractor," as used herein, shall also include persons or firms furnishing 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 works done under equipment rental agreements.

SECTION 10. RECOVERY RIGHTS

- 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 or its surety, or both, 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 Contract provisions.

SECTION 11. SUBCONTRACTORS

- 11-1. Subcontractors may be added to 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 plans. 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, not shown on the plans, and 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. Upon execution of the Contract, the County reserves the right to conduct any necessary audit of the Contractor's records pertaining to the Project. Such an audit, or audits, may be conducted at any time prior to final payment, or thereafter pursuant to Section 10 hereof. 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 agreement(s) with all subcontractors. For the purpose of this Contract, records shall include all books of account, supporting documents and papers deemed necessary by the County to assure compliance with the Contract provisions.
- 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 its subcontractor 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 and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Sections or Attachments.

SECTION 17. CHOICE OF LAW/FORUM

- 17-1. The County and Contractor both expressly agree that 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, that jurisdiction shall be limited to the courts of the State of Florida, and that 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, 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. It is agreed and understood that the acceptance of the final payment to the Contractor shall be considered as a release in full of all claims against the County or any of its 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 set forth in its bonds, and except as provided in Sections 10 and 20 hereof.

Acceptance of final payment shall not occur until the following items have been submitted and approved by the County:

- a) As-Built Plans
- b) Release of Liens
- c) Completed punch-list generated from final inspection (As-Builts are required 7 days prior to scheduling the final inspection.)
- d) Warranty
- e) Certificate of Final Payment
- f) Consent of Final Payment from the Surety

SECTION 20. GUARANTY AND REPAIR FOR PERIOD

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, plans, 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, plans, 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, 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.

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.

(THIS SPACE INTENTIONALLY LEFT BLANK)

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

Gary S. Bailey, Inc.
5201 County Road 218
Middleburg, FL 32068

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

By: _____

By: _____

Gavin Rollins
Its Chairman

Date _____

(PRINT NAME)

ATTEST FOR THE COUNTY:

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

EXHIBIT A

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

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. 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: _____
Gavin Rollins
Its Chairman

Contractor:

Gary S. Bailey, Inc.

(Corporate Seal)

By: _____

Its: _____

Exhibit C

Scrutinized Companies Certification

[Clay County: 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: _____

Its: _____

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.