



FINANCE AND AUDIT COMMITTEE MEETING AGENDA

January 17, 2017
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
10:00 AM

PUBLIC COMMENTS

1. Building Division Renovations Agreement with Gary S. Bailey, Inc.
Approval of the Agreement with Gary S. Bailey, Inc. for the interior renovations to the 3rd floor Building Division, for a term of 120 days from commencement, at the cost of \$189,786.00. Funding Source: 138-1803-546100 (Building Fund - Building Division - Repairs & Maintenance) (J. Householder)
2. First Renewal to RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds
Request approval of first renewal to RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds. This bid was awarded to multiple vendors and is based on a percent discount off Manufacturer Suggested Retail Price as well as pricing for field lighting projects. Renewal will be for a one year period. Funding Source: Various (J. Householder)
3. Clay County Solid Waste Sworn Deputy Memorandum Of Agreement
Approval of the Memorandum of Agreement (MOA) between Clay County and the Clay County Sheriff's Office, for Solid Waste Sworn Deputy Sheriffs, for a term of four years, at a total estimated cost of \$192,600.00. Funding Sources: 401-3802-512000, 513000, 514000, 521000, 522000, 523000, 523100 & 540000 (Solid Waste Fund - Environmental Svcs - Regular Salaries, Overtime, FICA Taxes, Retirement Contributions, Health Ins, Life Ins & Dental Ins) (A. Altman)
4. Bid #16/17-7, C. R. 218 Bridge Railing Repair
Request approval to post Notice of Intent and award Bid #16/17-7, C. R. 218 Bridge Railing Repair to Grouting & Subgrade Improvements, LLC in the amount of \$25,330.00. Approval will be effective after 72 hour bid protest period has expired assuming no protests are received. Funding Source: 101-3701-546100 (Trans Trust Fund / Streets & Drainage / Repairs & Maint) (D. Smith)
5. Kronos 17th Renewal Agreement
Re-approval of the 17th Renewal to Agreement #99/00-35 along with sole source designation and advance payment, with Kronos Incorporated for software support services, for a term of one year, at the cost of \$6,823.75. Funding Source: 001-2103-546100 (General Fund / PS-Admin & Comm / Repairs & Maintenance) (L. Mock/T. Nagle)

6. Purchase of Pre-owned Handpunch Biometric Time Clocks

Approval to purchase from Handpunch Guys LLC. five pre-owned HandPunch biometric time clocks in the total amount of \$6,970.00. As required in the Purchasing Policy, the Board must authorize the purchase of previously owned goods, materials, supplies or equipment. Funding Sources: 001-0107-564100 & 552700 (General Fund - MIS - M&E-Capitalized & Computer Software) (T. Nagle)

7. Grant Budget True-Ups

Approval of FY 2016-2017 Grant True-Up resolutions to restore grant revenue and expenditure budgets to actual instead of estimated grant carry forwards. This is necessary due to over or underestimating year to date figures in the FY 2015-2016 grants:

(A) FY 15 SHSGP - Issue 13 Grant reduced in the amount of \$18,578.00. Funding Source: 001-2102K-546100 (Gen Fund - FY 15 SHSGP-Issue 13 - Repairs & Maint)

(B) FY15 VFA Grant reduced in the amount of \$10,107.93. Funding Sources: 142-1703E-546200, 552000 & 564100 (Fire Ctrl MSTU - FY15 VFA Grant - R&M-Vehicles, Operating Supplies & M&E-Capitalized)

(C) 2015 SHSGP HazMat Grant increased in the amount of \$8,296.94. Funding Source: 142-142-331200 (Fire Ctrl MSTU Fund - Federal Grants-Public Safety)

8. Cultural, Heritage, Rural and Nature Tourism Grant Application

Approval of grant application with VISIT FLORIDA in the amount of \$5,000.00. These grant funds will assist with developing new marketing materials and marketing activities. This grant requires a 50% match which is currently available in the Tourism budget. Funding Sources for Grant Match: 109-1910-531000 & 548000 (Tourism Dev Fund - Tourism - Professional Svcs & Promotional Activies) (K. Morgan)

9. DEP Funding Agreement & Resolution for Moody Ave. Park

Approval of the following for the State of Florida, Department of Environmental Protection Grant in the amount of \$430,000.00 for construction of the additional elements of Moody Avenue Park:

(A) Grant funding agreement, and,

(B) Budget resolution recording unanticipated grant revenue.

Funding Source: 001-001-334717 (General Fund Revenue - State Grant-Moody Park) (K. Thomas)

10. Authorized Purchasing Agent List Changes

Approval of updated Purchasing Agent List which includes updates for the following Departments: Parks & Recreation, Tourism & Film Development and Clay County Sheriff's Office. This list is to be updated when changes are made thereto. (K. Thomas)

11. SAFER Grant Application

Approval to apply for the FY 2016 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

COUNTY MANAGER/CLERK OF THE BOARD

12. County Project Update

Update on County projects.

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 17 10:00 AM

TO: Finance and Audit Committee

DATE: 1/5/2017

FROM: Administrative and
Contractual Services

SUBJECT: Approval of the Agreement with Gary S. Bailey, Inc. for the interior renovations to the 3rd floor Building Division, for a term of 120 days from commencement, at the cost of \$189,786.00. Funding Source: 138-1803-546100 (Building Fund - Building Division - Repairs & Maintenance) (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Gary S. Bailey, Inc. was awarded Bid #16/17-4 to perform the renovation services by the Board of County Commissioners on December 13, 2016. This is the resulting Agreement needed to facilitate the work.

Is Funding Required (Yes/No):
Yes

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

Funding Source: Building Fund - Building Division - Repairs & Maintenance
Account # 138-1803-546100 Amount - \$189,786.00

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

- ▣ Gary S. Bailey, Inc. Agreement - Bldg Division Renovations

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	1/11/2017 - 11:59 AM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:30 PM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE Bcc F&A 1-17-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
RECEIVED		
DATE:	27 December, 2016	
Staff Member Preparing Form:	James Householder	
Department Submitting Contract:	Facilities Management Office	
Vendor Name:	Gary S. Bailey, Inc.	
Contract Title:	Agreement/Contract #15/16 - Interior Renovations to Building Division 3 rd Floor	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	Y	N
2. Renewal/Amend./Supplement	Y	N
3. Sole Source ** (explain below)	Y**	N
4. Quotes/bid policy met	Y	N
5. Need to waive bid policy	Y	N
6. Automatic renewal	Y	N
7. Standard Addendum Executed	Y	N
8. Advance Payment Required	Y	N
Funding Source Account Number: 138-1803-546100 Account Name: Building fund - Building Dept. - Repairs & Maint.		
Background/Purpose: The bids for this project were opened on 1 November 2016, Gary S. Bailey was selected based on lowest price and previous work performance for the County. The board approved the recommendation to award on December 6, 2016.		

Approvals

Purchasing:	No Changes	With Changes
Review Date:		

Budget:	No Changes	With Changes
Review Date:		

Finance:	No Changes	With Changes
Review Date:		

County Attorney:	No Changes	With Changes
Review Date:		

Recommended Changes: *Please see comments on Pages 1 of Contract, Sections

5-4; 6-2; 9-1; 9-2; 9-3; 10-1; 11-1; 17-1; 17-2; 23-1; 24-1 and Page 11 of Contract. Also note handwritten corrections above along with handwritten corrections on the Scrutinized Companies Certification.

*pending contingency transfer - F&A 1/3/17 + Inter-divisional transfer

*Price Negotiation Efforts:

see Dan L's changes

** Sole Source Explanation:

* All comments have been addressed

RECEIVED
 PURCHASING DIVISION
 2016 DEC 28 P 1:52
 CLAY COUNTY BOARD OF COMMISSIONERS

Interior Renovations to Clay County Building Division 3rd Floor

THIS CONTRACT is entered into as of the ____ day of _____ 2017, between Clay County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), by and through its Board of County Commissioners (hereinafter referred to as the "Board"), and Gary S. Bailey, Inc. (hereinafter referred to as the "Contractor"), whose address is 5201 County Road 218, Middleburg, Florida 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:

Bid Number: 16/17-4, Interior Renovations to Clay County Building Division 3rd Floor (hereinafter referred to as the "Bid Document").

SECTION 2. GOVERNING DOCUMENTS

- 2-1. The Contractor shall construct the Interior Renovations to Clay County Building Division 3rd Floor in accordance with the project plans assigned Bid No.: 16/17-4 by Clay County and the architect (hereinafter referred to as the "Contract Drawings"). For purposes of this Contract, the Contract Drawings are incorporated herein by reference and are made a part hereof. The improvements to be constructed in accordance with the Contract Drawings 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, a copy of which 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 Contract Drawings;
- (b) The County's Standard Addendum to all Contracts and Agreements;
- (c) The Scrutinized Companies Certification;
- (d) The Bid Document;
- (e) The Contractor's written response to the Bid Document (hereinafter referred to as the "Contractor's Response") (See Exhibit A); 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 herein when fully completed. The total price for the work of the Project is **\$189,786.00** herein referred to as the "Contract Price." 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 actual 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.
- 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, and a certificate of insurance as required in the Bid Documents prior to Project commencement. 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 Documents, 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 bond, including accounting, engineering and legal services, together with any and all costs incurred in connection with renegotiating the Contract, shall lie against the bond.
- 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 bond 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.
- 6-4. 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.
- 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, nor shall it relieve its surety of the surety's obligation for and 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 work authorized and completed prior to the date of termination.

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 Dollars (\$200.00)** 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 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 F.S. 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. SUBLETTING

- 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 bond, and except as provided in Section 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.

SECTION 24. CONSTRUCTION ADMINISTRATION

- 24-1. Construction administration will be the responsibility of Dasher Hurst Architects pursuant to Dasher Hurst Work Order/Assignment #DHA-02-2015-14-15-154 and Clay County Agreement/Contract No. 14/15-154.

(The remainder of this page is 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: _____

Wayne Bolla
Its Chairman

Date _____

(PRINT NAME)

ATTEST FOR THE COUNTY:

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

**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) 269-6352, Ann.Mitchell@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.

County:

ATTEST FOR CLAY COUNTY:

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

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

By: _____
Wayne Bolla
Its Chairman

Contractor:

Gary S. Bailey, Inc.

(Corporate Seal)

By: _____
Name and Title

Scrutinized Companies Certification

[Clay County: Interior Renovations to Clay County Building Division 3rd Floor

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.

Exhibit A

"REVISED" PRICE SHEET - BID NO. 16/17-4, INTERIOR RENOVATIONS TO CLAY COUNTY BUILDING DIVISION 3RD FLOOR

COMPANY NAME: Gary S. Bailey, Inc.

1	General Conditions Payment, Performance & Material Bond Premiums General Liability, Commercial Auto & Works Comp Insurance Builder's Risk Insurance Premium Overhead & Profit	
	Subtotal	\$ 42,186.00
2	Site Construction	
	Subtotal	\$ N/A
3	Concrete	
	Subtotal	\$ N/A
4	Masonry	
	Subtotal	\$ N/A
5	Metals	
	Subtotal	\$ 2,000.00
6	Wood and Plastic, <i>MILLWORKS</i>	
	Subtotal	\$ 47,000.00
7	Thermal & Moisture Protection	
	Subtotal	\$ N/A
8	Doors & Windows	
	Subtotal	\$ 5,200.00
9	Finishes	
	Subtotal	\$ 30,000.00
10	Specialties	
	Subtotal	\$ N/A

11	Equipment	
	Subtotal	\$ N/A
12	Furnishings	
	Subtotal	\$ N/A
13	Fire Suppression	
	Subtotal	4,000.00
15	Plumbing	
	Subtotal	\$ N/A
15	Heating, Ventilation, and Air Conditioning	
	Subtotal	\$ 6,400.00
16	Electrical	
	Subtotal	\$ 53,000.00
16	Electronic Safety and Security	
	Subtotal	\$ N/A

TOTAL BASE BID LUMP SUM PRICE \$ 189,786.00

Total Base Bid Lump Sum written in words: ONE HUNDRED EIGHTY NINE
THOUSAND SEVEN HUNDRED EIGHTY SIX — 00/100 DOLLARS

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

COMPANY NAME: Gary S. Bailey, Inc.

ESTIMATED TIME OF COMPLETION: 90-120 CAL. DAYS

BID NO. 16/17-4, INTERIOR RENOVATIONS TO CLAY COUNTY BUILDING
DIVISION 3RD FLOOR

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 County Road
218 Middleburg, FL 32068

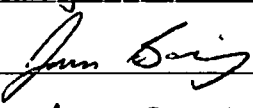
TELEPHONE: 904-291-2291

FAX #: 904-291-2464

E-MAIL: GSB162Lee@bellsouth.net

Name of Person submitting Bid: Jason Bailey

Title: Project Manager

Signature: 

Date: 10-30-16

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 10-26-16 Acknowledged by: JASON Bailey

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 of Clay
County, FL
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 Interior Renovations to Clay County Building Division -
Remodel of Interior to the 3rd Floor (Building Division)

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 31st day of October, 2016.

Gary S. Bailey, Inc.

(Witness)

{
(Principal) (Seal)
(Title) PRESIDENT

FCCI Insurance Company

(Witness)

{
(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; Walter N Myers; 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 \$5,000,000): **\$5,000,000.00**

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 22ND day of September, 2011.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company



Thomas A. Koval Esq., SVP, General Counsel,
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: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213092

Arlene Cueman
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: 9/25/2016

ARLENE CUEMAN
Notary Public, State of Florida
My Comm. Expires Sept. 25, 2016
No. EE 213092

Arlene Cueman
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 31st day of October, 16

Thomas A. Koval, Esq., SVP, General Counsel,
Government Affairs and Corporate Secretary

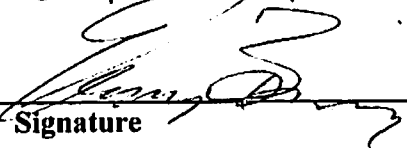


**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

- (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

10-30-16
Date

Scrutinized Companies Certification
[Clay County BID NO. 16/17-4, Interior Renovations to Clay County Building Division 3rd Floor]

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

[Signature]
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.



GARYS-1

OP ID: EG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2016

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
INSURAMERICA OF FLORIDA, INC.
4348 SOUTHPPOINT BLVD STE 200
JACKSONVILLE, FL 32216
Sheryl D. Corley, CIC

CONTACT NAME: Elin Guzman

PHONE (A/C, No, Ext): 904-332-8585

FAX (A/C, No): 904-296-1888

E-MAIL: eguzman@insuramerica-fl.com

ADDRESS: eguzman@insuramerica-fl.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Southern Owners Insurance

10190

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Gary S. Bailey, Inc.
162 Lee Drive South
Middleburg, FL 32068-3847

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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 <input checked="" type="checkbox"/> CGL Plus Endt GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		78627462	12/20/2015	12/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				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	<input type="checkbox"/> Y/N N/A				PER STATUTE OTH-ER 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)

CERTIFICATE HOLDER

CLAYCYT

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

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

Elin Guzman

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GARY S. BAILEY, INC. BUILDING CONTRACTOR

License No. CBC 018022

5201 C.R. 218 • MIDDLEBURG, FL 32068 • (904) 291-2291 • gsb162lee@bellsouth.net

SIMILAR PROJECTS LIST

<u>Date</u>	<u>Owner Name and Address</u>	<u>Contact</u>	<u>Project Name</u>	<u>Project Scope</u>	<u>Construction Technique</u>	<u>Dollar Value</u>
2015	CLAY COUNTY SCHOOL BOARD. 900 WALNUT STREET, GREENCOVE SRPINGS, FL 32043	BRYCE ELLIS (904) 272-8100	ORANGE PARK JUNIOR HIGH SCHOOL KITCHEN REMODEL	NEWLY REMODELED KITCHEN WITH ALL NEW FLOORING, AND LAYOUT	REMODEL	83,000.00
2015	CLAY COUNTY EDUCATION ASSOCIATION. 3798 OLD JENNINGS ROAD, MIDDLEBURG, FL 32068	RENN LEE PAIVA (904) 203-2092	CLAY COUNTY EDUCATION BUILDING REMODEL	UPGRADES TO RESTROOMS AND NEW PARKING LOT FOR THE CCEA	REMODL/NEW	59,236.00
2015	JACKSONVILLE JAGUARS, 1 EVERBANK FIELD DRIVE, JACKSONVILLE, FL 32202	MEGHA PAREKH (908) 692-9655	TEAM DINING RENOVATION	COMPLETE REMODEL OF THE TEM DININIG AREA	REMODEL	29,691.00
2016	CLAY COUNTY SCHOOL BOARD. 900 WALNUT STREET, GREENCOVE SPRINGS, FL 32043	BRYCE ELLIS (904) 272-8100	OAKLEAF JUNIOR HIGH SCHOOL BOYS/GIRLS LOCKER ROOM REMODEL	COMPLETE RENOVATION AND UPGRADE OF THE BOYS AND GIRLS LOCKER ROOMS	DEMOLITION/ RENOVATION	358,240.00

Request for Taxpayer Identification Number and Certification

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

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; 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) in _____
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Other (see instructions) ▶
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.)
5201 CR 218

6 City, state, and ZIP code
MIDDLEBURG FLA. 32668

7 List account number(s) here (optional)

8 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 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								
5	7	-	2	0	5	6	3	5

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 Gary S. Bailey
Date OCT. 31, 2016

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/irb9.

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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds a calendar year. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must, under certain conditions, withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Final estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper notifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. *Fill in applicant.* Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entity. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(j)(3)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity regulated at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A nominee known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 6 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and 1042-S, Income Tax Return.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(c) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including national principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity regulated at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual Taxpayer Identification Number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-325-3870).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to publicly traded instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution. A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code outline*.

Signature requirements. Complete the certification as indicated in items 1 through 6 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual irrevocable savings trust (grantor is also trustee) b. So-called trust account that is not a trust or valid trust under state law	The grantor-trustee ³ The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁵

For this type of account	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁶
9. Corporation or LLC electing corporate status on Form 2553 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or real estate transaction	The broker or realtor
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district), or agency that receives federal program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method 1 or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose TIN you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4480 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4776 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business email and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contact with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto: phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-438-HEFT (1-877-438-4363).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you. This large interest you paid, the acquisition or abandonment of secured property, the cancellation of debt, or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file a declaration of non-filing with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to other federal, state, and local law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RECEIVED
PURCHASING DIVISION

2016 OCT 31 P 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 #: 16/17-4
Company Name: GARY S Bailey Inc

County Building Division 3rd Floor

GARY S BAILEY INC

Issued: 10/26/16

Addendum No. 1

Bid 16/17-4, Interior Renovations to Clay County Building Division 3rd Floor

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 16. Failure to acknowledge this addendum will be grounds for rejection of proposal.

DUE DATE: Monday, October 31, 2016, 4:00 pm

OPEN DATE: Tuesday, November 1, 2016, 1:00 pm

- 1) Can work be done at night?

Response: Work shall be done 7:00 a.m. to 5:00 p.m. due to security.

- 2) Since sprinkler heads will come down and system will be drained, can this work be done on weekend?

Response: Possible, but major components of work to be done during work hours. Coordinate this with project manager.

- 3) Is there a projected schedule completion time?

Response: Contractors shall give estimated time of completion on revised price sheets page 14-15.

- 4) Will mechanical test and balance have to be done?

Response: Yes, it is in the notes on the drawings; page M201, Specifications Item #12.

- 5) Will duct cleaning be required?

Response: Duct cleaning will not be required.

- 6) Page D101, Note 6 Remove existing plumbing fixture in demo notes. Is this to be done?

Response: No, there is no plumbing work required.

**"REVISED" PRICE SHEET - BID NO. 16/17-4, INTERIOR RENOVATIONS TO CLAY
COUNTY BUILDING DIVISION 3RD FLOOR**

COMPANY NAME: _____

1	General Conditions Payment, Performance & Material Bond Premiums General Liability, Commercial Auto & Works Comp Insurance Builder's Risk Insurance Premium Overhead & Profit	
	Subtotal	\$
2	Site Construction	
	Subtotal	\$
3	Concrete	
	Subtotal	\$
4	Masonry	
	Subtotal	\$
5	Metals	
	Subtotal	\$
6	Wood and Plastic	
	Subtotal	\$
7	Thermal & Moisture Protection	
	Subtotal	\$
8	Doors & Windows	
	Subtotal	\$
9	Finishes	
	Subtotal	\$
10	Specialties	
	Subtotal	\$

11	Equipment	
		Subtotal \$
12	Furnishings	
		Subtotal \$
13	Fire Suppression	
		Subtotal
15	Plumbing	
		Subtotal \$
15	Heating, Ventilation, and Air Conditioning	
		Subtotal \$
16	Electrical	
		Subtotal \$
16	Electronic Safety and Security	
		Subtotal \$

TOTAL BASE BID LUMP SUM PRICE

\$

Total Base Bid Lump Sum written in words:

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

COMPANY NAME: _____

ESTIMATED TIME OF COMPLETION: _____



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 17 10:00 AM

TO: Finance and Audit Committee

DATE: 1/9/2017

FROM: Karen Thomas,
Administrative & Contractural
Services

SUBJECT: Request approval of first renewal to RFP #13/14-8, Various Equipment and Amenities for Parks and Playgrounds. This bid was awarded to multiple vendors and is based on a percent discount off Manufacturer Suggested Retail Price as well as pricing for field lighting projects. Renewal will be for a one year period. Funding Source: Various (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This will provide playground equipment, amenities and lighting for all parks in Clay County and other entities wishing to utilize this RFP as needed.

Is Funding Required (Yes/No):
Yes

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

Funding Source: Various

Sole Source (Yes/No):
No

Advanced Payment
(Yes/No):
No

ATTACHMENTS:

Description

- ▣ 1st renewal RFP 13/14-8

- ▣ Musco
- ▣ M Gay

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	1/11/2017 - 12:49 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:32 PM	

**PRICE AGREEMENT CONTRACT FOR VARIOUS EQUIPMENT AND AMENITIES
FOR PARKS & PLAYGROUNDS**

Bid #13/14-8

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Advanced Rec. Concepts</u> (321) 775-0600	Litchfield	Pavilions & Structures	3%	35%	Yes	Yes
	Highland Products	Site Furnishings	3%	35%	Yes	Yes
	R3 Recycled Play Structures	Playground Equip.	3%	35%	Yes	Yes
	Skyspan Structures	Shade Structures	3%	35%	Yes	Yes
	Zeager Playground Surfacing	Rubber surfacing	5%	NA	Yes	Yes
	Bolling Forest Products	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Innovative Wood Mulch	Wood Mulch	\$55 cu. yd.	NA	Yes	Yes
	Water Splash	Water Play Equip.	3%	NA	Yes	Yes
	BCI Burke	Playground Equip.	5%	35%	Yes	Yes
	Berliner Seilfabrik – Urban Designs	Cable Climbing Playground Equip.	3%	40%	Yes	Yes
	Playcraft by Krauss Craft/Exercraft	Playground & Fitness Equip.	3%	35%	Yes	Yes
	Superior International	Playground Equip.	3%	35%	Yes	Yes
	Paris/Ramparts	Fitness Equip.	3%	35%	Yes	Yes
	Sports Rock (Park Pets)	Rocks shaped like animals for climbing	3%	50%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Advanced Rec. Concepts (cont.)</u>	Rubber Designs By Rainbow Turf Prod.	Playground surfacing	5%		Yes	Yes
	Nationwide Turf	Synthetic Turf	5%	NA	Yes	Yes
	Polysoft	Playground surfacing	5%	NA	Yes	Yes
	Bison	Sporting Equip.	3%	40%	Yes	Yes
	Kay Park	Park Amenities	3%	40%	Yes	Yes
	Ultra Play	Park Furniture	3%	40%	Yes	Yes
	Freenotes Harmony Park	Musical Amenities	3%	35%	Yes	Yes
	Webcoat	Tables & Benches	3%	40%	Yes	Yes
	GT Grandstands	Bleachers	3%	40%	Yes	Yes
	Ball Fabrics	Shade Structures	3%	35%	Yes	Yes
	Cedar Forest Products	Wooden Shade Structures	3%	35%	Yes	Yes
	Playspace Services, Inc.	Installer				
<u>REP Services, Inc.</u> (407) 831-9658, ext. 230	Landscape Structures	Playground Equip.	2%	45%	Yes	Yes
	Porter/Poligon	Shade Structures	2%	53%	Yes	Yes
	DuMor, Inc.	Park Amenities	2%	40%	Yes	Yes
	Anova	Park Amenities	2%	40%	Yes	Yes
	USA Shade, Inc.	Shade Structure	2%	60%	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>REP Services, (cont.)</u>	ForeverLawn	Grass for safe-play areas	5%	Installation included in price per SF	Yes	Yes
	Vitriturf/Hanover, Inc.	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
	Irvine Wood Recovery	Playground mulch	5%	99%	Yes	Yes
	Sof Surfaces	Tile for safe play areas	5%	33%	Yes	Yes
	Tot Turf	Poured in place surfacing	2%	Installation included in price per SF	Yes	Yes
<u>Southern Recreation, Inc.</u> (904) 387-4390 (904) 545-9870 (c)	Playland	Playground equip.; park amenities; shade structures	15%	28%	Yes	Yes
	SportsPlay	Playground equip.; shade structures	10%	28%	Yes	Yes
	Jaypro	Sports equip.	10%	28%	Yes	Yes
	Kay Park	Bleachers; park amenities	10%	28%	Yes	Yes
	Webcoat	Park amenities & shade structures	10%	28%	Yes	Yes
	Ultra Play	Playground equip.	10%	28%	Yes	Yes
	Ultra Site	Pet Park equip. & Park amenities	10%	28%	Yes	Yes
	Sitescapes	Park amenities	10%	28%	Yes	Yes
	Litchfield (SSI Structures)	Park amenities	10%	28%	Yes	Yes
	Superior Shade	Shade structures	10%	28%	Yes	Yes
	Zeager Wood Carpet	Playground surfacing	10%	28%	Yes	Yes
	Murdock	Water fountains	10%	NA	Yes	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Southern Recreation, Inc.</u> <u>(cont.)</u>	Sportable Scoreboards	Scoreboards	10%	Varies with project	Yes	Yes
<u>Playmore West, Inc.</u> (329) 791-2400	Playworld Systems	Playground Equip.	5%	30%	Yes	Yes
	Zeager	Playground surfacing	5%	75%	Yes	Yes
	X Grass	Synthetic turf	5%	Included	Yes	Yes
	Child Safe	Poured in place safety surface	5%	Included	Yes	Yes
	Shade Systems	Shade structures	5%	60%	Yes	Yes
	Classic Recreation	Shade structures & small RR bldgs.	5%	60%		
<u>J Durgan Assoc., Inc.</u> (561) 654-9708	Regal Contractors, Inc.	Installer				
	Greenfield Outdoor Fitness	Exercise equip. & h/c playground equip.	2%	-0-	Yes	Yes
	Apollo Sunguard	Shade structures	5%	-0-	Yes	Yes
	Henderson Recreation	Playground equip.	10%	-0-	Yes	Yes
	Everguard	Poured in place safety surface	-0-	-0-	No	Yes
<u>Victor Stanley, Inc.</u> (407) 641-0241 (407) 637-9385	Victor Stanley	Planters, trashcans, park amenities	5%	25%	Yes	Yes
<u>Robertson Industries, Inc.</u> (954) 882-1366	Tot Turf	Poured in place safety surface	10%	Included	Yes	Yes
	Art of Flooring	Installer				

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Recycled Plastic Factory, LLC</u> (941) 473-1618	Recycled Plastic Factory, LLC	Park amenities	23%	NA	Yes	Yes
<u>No Fault Sports Group, LLC</u> (225) 215-7760	No Fault Sports Group, LLC	Poured in place safety surface	10%			
	Playsafe Surfacing, LLC	Installer				
<u>Greenfields Outdoor Fitness, Inc.</u> (888) 315-9037	Greenfields Outdoor Fitness, Inc.	Exercise equip. & h/c playground equip.	2%	Varies	Yes	Yes
<u>Regal Contractors, Inc.</u> (561) 906-7321	Greenfield Outdoor Fitness, Inc.	Installer	NA	40%		
	Henderson Recreation Equip., LTD	Installer	NA	35%		
	Everguard Surfacing	Installer	NA	-0-		
	Apollo Sunguard	Installer	NA	80%		
	Landscape Structures, Inc.	Installer	NA	30%		
	Playworld Systems	Installer	NA	30%		
	PlaypowerLT/LittleTikes Commercial Farmington	Installer	NA	36%		
	Miracle Recreation Equip.	Installer	NA	32%		
	Shade Systems, Inc.	Installer	NA	80%		
<u>Gulf Coast Sports, LLC</u> (855) 827-1386	Gulf Coast Sports, LLC	Bleachers, Pressboxes & park amenities	5%	3%	No	Yes

Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
Bliss Products & Services, Inc. (904) 210-7760	ActionPlay	Safe play borders, swing parts, park amenities	5%	Priced per job	Yes	Yes
	American Mulch	Mulch	Priced per job	Priced per job	No	No
	Athletic Connection	Athletic equip.	5%	Priced per job	Yes	Yes
	Bark Park	Equip. for dog park	8%	35%	Yes	Yes
	Big Toys	Playground equip.	5%	35%	Yes	Yes
	BRP	Bleachers, park amenities	5%	Priced per job	Yes	Yes
	CemRock	Rock climbers	5%	Priced per job	No	No
	Childworks	Playground equip. & swing parts	5%	Priced per job	Yes	Yes
	Colorado Time Systems	Scoreboards	5%	Priced per job	Yes	Yes
	Compac Filtration	Equip. for water parks	5%	Priced per job	Yes	Yes
	Dero	Bicycle racks	5%	Priced per job	Yes	Yes
	Dura Play	Safety surfaces	5%	Priced per job	Yes	Yes
	DynaCushion	Safety surfaces	10%	Priced per job	No	No
	Dynamo	Sports & playground equip., rock climbing	10%	Priced per job	Yes	Yes
	Electro Mesh Scoreboard	Scoreboards	10%	Priced per job	No	No

	Elephant Play	Playground equip.	10%	35%	Yes	Yes
	Everguard	Poured in place safety surfaces	10%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Bliss Products & Services, Inc.,</u> <u>(cont.)</u>	Everlast Climbing	Wall Climbers	10%	Priced per job	Yes	Yes
	Fibar	ADA playground safety surfaces	10%	Priced per job	Yes	Yes
	Forestry Resources	Mulch/Lumber	5%	Priced per job	No	No
	Forte	Plastic timbers for safe-play area	5%	Priced per job	Yes	Yes
	Gared Sports	Netting, field equip., sports equip.	10%	Priced per job	Yes	Yes
	GT Grandstands	Bleachers	10%	Priced per job	Yes	Yes
	Innovative Mulching	Mulch	10%	Priced per job	No	No
	Jayhawk Plastics	Park furnishings	10%	Priced per job	Yes	Yes
	Jaypro Sports	Indoor & outdoor sports equip.	5%	Priced per job	Yes	Yes
	Jensen Swings	Repair parts for swings	5%	Priced per job	Yes	Yes
	Kay Park	Playground equip.	5%	Priced per job	No	No
	Madrax	Bicycle racks	5%	Priced per job	Yes	Yes
	Most Dependable Fountains	Water fountains	5%	Priced per job	Yes	Yes
	Murdock Fountains	Water fountains	5%	Priced per job	Yes	Yes
	National Recreation Systems	Bleachers	5%	Priced per job	Yes	Yes

	Outback Shelters	Shelters	10%	Priced per job	Yes	Yes
	Play and Park Structures	Playground equip.	10%	35%	Yes	Yes
	Play Guard	Safety surfaces	5%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Bliss Products & Services, Inc.,</u> <u>(cont.)</u>	Playmore	Playground Equip.	5%	35%	Yes	Yes
	Playsafe Surfacing	Safety surfacing	5%	Priced per job	No	No
	Playsafer	Rubber mulch & curbing	5%	Priced per job	Yes	Yes
	Pro Mats	Netting, padding, benches, equip.	5%	Priced per job	Yes	Yes
	Rubber Recycling	Recycled rubber for safe play areas	5%	Priced per job	No	No
	Sand Lock Sandbox	Sandboxes	5%	Priced per job	Yes	Yes
	Sandee Sod, Inc.	Sod	Priced per job	Priced per job	No	No
	Shade America	Shade Structures	10%	Priced per job	Yes	Yes
	Shaw Industries	Flooring/Carpet	5%	Priced per job	No	No
	Shelterscapes	Shelters(?)	5%	Priced per job	No	No
	Spectrum	ADA pool lifts & equipment	5%	Priced per job	Yes	Yes
	Spiral Court King	Court equipment	5%	Priced per job	No	No
	Spohn Ranch/Tru Ride	Skate ramps	5%	Priced per job	Yes	Yes
	Sportsplay	Playground equip., shelters, park amenities	5%	Priced per job	Yes	Yes

	Stewart Tennis Courts	Tennis Courts	Priced per job	Priced per job	No	No
	Structural Wood Systems	Lumber	5%	Priced per job	No	No
	Suwannee Lumber	Lumber	5%	Priced per job	No	No
	Tennis Unlimited	Tennis netting	5%	Priced per job	No	No
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Bliss Products & Services, Inc.,</u> <u>(cont.)</u>	Terra Pad	Pads for fall zones	5%	Priced per job	Yes	Yes
	Terra Soft	Poured in place safety surface	5%	Priced per job	Yes	Yes
	Turf Evolution	Synthetic grass	5%	Priced per job	Yes	Yes
	Ultra Play	Toddlers play equip.	5%	Priced per job	Yes	Yes
	Ultra Site	Shade structures, bleachers, park amenities	5%	Priced per job	Yes	Yes
	Ultra Shade	Shade structures	5%	Priced per job	Yes	Yes
	Vortex Water Parks	Equip. for water parks	5%	Priced per job	Yes	Yes
	Webcoat	Plastic coated park amenities	5%	Priced per job	Yes	Yes
	Wood Mulch Products	Mulch	5%	Priced per job	No	No
	X-Grass	Synthetic Turf	5%	Priced per job	Yes	Yes
	Sandee Sod, Inc.	Installer				
	FunBuilders, Inc.	Installer				
	Chris Patton	Installer				

<u>Apollo Sunguard Systems, Inc.</u> (941) 925-3000	Apollo Sunguard	Shade Structures	8%	50%	Yes	Yes
	Cocozza Construction	Installer				
	Regal Contractors	Installer				
	A & W Specialty Contracting	Installer				
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Robertson Industries, Inc.</u> (954) 882-1366	TotTurf	Playground safety surfacing	10%	Included in MSRP discount	Yes	Yes
	Art of Flooring	Installer				
<u>Miller Recreation Equip. & Design</u> (941) 792-4580	Miracle Recreation Equipment Co.	Playground Equip.	8% \$ 0 - \$4,999 12% \$5,000 - \$9,999 15% \$10,000 - \$17,999 18% \$18,000 - \$24,999 20% \$25,000 - above	23% \$0- \$9,999 25% \$10,000 - \$24,000 26% \$25,000 - above	Yes	Yes
	Foresite Designs	Park amenities	5%	32%	Yes	Yes
	Recycled Design	Recycled park amenities	5%	32%	Yes	Yes
	Forever Lawn	Synthetic Grass	5%	NA	Yes	Yes
	Shade Systems	Shade structures	5%	NA	Yes	Yes
	Bison Sports	Sports equip.	5%	32%	Yes	Yes
	Webcoat	Coated outdoor furniture	5%	32%	Yes	Yes

	No Fault	Safety surface, mulch, turf	5%	NA	No	No
	Douglas Industries	Sports equip.	5%	32%	Yes	Yes
	Playsafer	Rubber Mulch	5%	\$10 per cu. yd	Yes	Yes
	Kay Park	Bleacher, park amenities	5%	32%	Yes	Yes
Distributor	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Miller Recreation Equip. & Design (cont.)</u>	Murdock Fountain	Water fountains	5%	NA	Yes	Yes
	APS	Playground borders, repair parts	5%	25%	Yes	Yes
	Greenfield Outdoor Fitness	Outdoor fitness equip.	5%	30%	Yes	Yes
	Fibar	Playground safety surfacing	10%	\$10 per cu. yd.	Yes	Yes
	RCP Shelter	Covered shelters	5%	NA	Yes	Yes
	Coverworx	Prefabricated Structures	5%	NA	Yes	Yes
	Principle Recreation, Inc.	Installer				
	Playtime Installation	Installer				
	Ryan Fitzgerald Construction, Inc.	Installer				
<u>GameTime, Inc.</u> (800) 432-0162	Gametime	Playground & fitness equip.	15%	25%	Yes	Yes
	UltraPlay	Playground equip.	10%	25%	Yes	Yes
	UltraSite	Park amenities	10%	25%	No	Yes

	GT Impax	Playground safety surfacing	5%	Varies	Yes	Yes
<u>Site Horizons</u> (407) 641-0231 (407) 637-9385 Distributor	Zeager	Playground safety surfacing	5%	\$12 per cu. yd.	Yes	Yes
	Icon Shelter Systems	Shelters	5%	25%	Yes	Yes
	Icon Trail Series	Amenities for trails	5%	25%	Yes	Yes
	PW Athletic Mfg., LLC	Athletic equip. & park amenities	5%	25%	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied
<u>Site Horizons (cont.)</u>	Superior Shade, Inc.	Shade Structures	5%	30%	Yes	Yes
	Rainbow Rubber Safety Surfacing	Safety surfacing	5%	Included in price	Yes	Yes
	BCI, Burke Co.	Playground equip., surfacing, park amenities	5%	25%	Yes	Yes
	Wabash Valley	Park amenities	5%	25%	Yes	Yes
	Johnny Pitts Const.	Installer				
<u>M. Gay Constructors, Inc.</u> (904) 714-4001	Musco Sports Lighting	Installer for sports lighting	Priced per project per sport	Priced per project per sport	NA	Yes
<u>Musco Sports Lighting, LLC</u> (800) 374-6402	Musco Sports Lighting	Sports Lighting	Priced per project per sport	Priced per project per sport	NA	Yes

BID TABULATION FORM

RFP: 13/14-8

Date: January 7, 2014

Proj: Various Equipment & Amenities for Parks and Playgrounds

Time Open: 1:08

Ad: Clay Today, November 28, 2013

Time Close: 2:20

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	Copies	W-9	Insurance	To Be Determined
1				
2 ROBERTSON INDUSTRIES INC	✓	✓	✓	✓
3 NO FAULT SPORT GROUP	✓	✓	✓	✓
4 RECYCLED PLASTIC FACTORY	✓	✓		✓
5 REGAL CONTRACTORS	✓	✓	✓	✓
6 GREENFIELDS OUTDOOR FITNESS, INC	✓	✓	✓	✓
7 M GAY CONSTRUCTORS	✓	✓	✓	✓
8 GULF COAST SPORTS LLC	✓	✓	✓	✓
9 PLAYMORE RECREATIONAL PRODUCTS	✓	✓	✓	✓
10 APOLLO SUNGUARD SYSTEMS INC	✓	✓		✓
11 J DURGAN & ASSOC	✓	✓	✓	✓
12 REP SERVICES INC	✓	✓	✓	✓
13 DRP - DOMINICA RECREATION PRODUCTS	✓	✓	✓	✓
14 MUSCO SPORTS LIGHTING LLC	✓	✓	✓	✓
15 MILLER RECREATION	✓	✓	✓	✓

Staff Assigned to tabulate bids and make recommendations:

Kame Stirling
Name

Program Coordinator
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 Tish
(BCC)

Paul Stirling
Clerk
Kokkie Stirling
Department Representative

BID TABULATION FORM

RFP: 13/14-8

Date: January 7, 2014

Proj: Various Equipment & Amenities for Parks and Playgrounds

Time Open: 1:08

Ad: Clay Today, November 28, 2013

Time Close: 2:20

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	Copies	W-9	Insurance	To Be Determined
16 SOUTHERN RECREATION INC	✓	✓	✓	✓
17 SITE HORIZONS multi submittal	✓	✓	✓	✓
18 BLISS PRODUCTS	✓	✓	✓	✓
19 ADVANCED RECREATIONAL CONCEPTS	✓	✓	✓	✓
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

Staff Assigned to tabulate bids and make recommendations:

Karie Starling
Name

Program Coordinator
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 Fish
(BCC)

Paul Starling
Clerk
Karrie Starling
Department Representative

Bid Specifications for Price Agreement Contract
RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds
(As provided by Parks and Recreation Division)

SCOPE:

The purpose of this bid invitation is to establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. Additionally, this bid invitation shall also establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer. Failure to complete this requirement of the bid proposal may result in the rejection of their bid.

COMPLIANCE WITH SPECIFICATIONS:

Bid only on items that meet specifications. Bid only a single offering for each bid item. Do not bid multiple offering or "alternates." All corrections will be initialed. Bid only new, unused material.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog submitted. All catalogs and/or MSRP lists shall clearly identify the bid number and the bidder's name, address and telephone number. At time of bid renewal, the vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling - (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

AWARD:

Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Vendors will be required to meet this requirement before receiving a purchase order for the project. The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

INVOICING:

Invoices may be issued once supplies are shipped, delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options.

OTHER CONTRACTS:

The County reserves the right to purchase foods, materials, services or supplies from any supplier who supplies such items under an existing active contract.

METHOD OF ORDERING:

The County may generate a Request for Quotation (RFQ), on an "as needed" basis, for park and playground equipment, ball field lighting and additional services for individual projects, together with a request for additional services required to complete that project (see attached RFQ sample sheet). The County reserves the right to send such RFQ to any or all awarded bidders. The RFQ can define the project exactly or the RFQ can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a RFQ for a project, and before bidder's submission of its quotation in response to the RFQ, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder (s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the RFQ must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services required, together with their price, shall also be listed.
- Names of any and all subcontractors on the project, together with their designated work and costs. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to an RFQ if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- A date certain by which the project must be completed.

- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to go outside the contract at lower prices.

PROMOTIONAL PRICING:

During the contract period, bidders will extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder's job supervisor/representative will be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions.

JOB COMPLETION:

Bidder/contractor/installer will be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer will be responsible for clean up and removal of all debris resulting in job completion, leaving work site in neat and orderly fashion at the end of each workday. Additionally, bidder/installer will be responsible for restoring the work site to its original condition at the completion of the project.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. This applies to private property and all utilities which may exist within the work area. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any contract at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further awards being made to such bidder under this Price Agreement Contract.

GENERAL CONDITIONS:

Signature on bid form verifies that the bidder is acquainted with the general conditions contained herein and will comply with all specifications, terms and conditions contained in this bid invitation.

INSURANCE/WORKER'S COMPENSATION:

The contractor shall take out and maintain during the life of this agreement, worker's compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's compensation statute, the contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected. The awarded vendor must submit a copy of an insurance certificate naming the County as an additional insured with the following verbiage placed on the certificate no later than ten (10) days after the award has been made. "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 interest may appear." Additional insurance requirements as listed on pages 9-10 apply.

COOPERATIVE PURCHASES:

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

Clay County
Sports Lighting Bid Sheet

Manufacturer: Musco Sports Lighting, LLC.

Address: 2107 Stewart Road

City, State, Zip Code: Muscatine, IA 52761

Contacts:

Danny Sheldon
Phone #: 352/665-0578

Email: danny.sheldon@musco.com
Fax #: 800/374-6402

Bob DeCouto
Phone#: 352/243-9999

Email: bob.decouto@musco.com
Fax #: 800/374-6402

Jason Frucht
Phone #: 954/732-5674

Email: jason.frucht@musco.com
Fax #: 800/374-6402

Fed. ID #: 42-1511754

Delivery: 4-6 weeks F.O.B. Destination

MUSCO LIGHTING PRICING - All prices are delivered to the job site – Terms: Net 30 days upon delivery
For installed packages, 25% down payment is requested.

BASE BID LIGHTING EQUIPMENT DESCRIPTION

LIGHT-STRUCTURE GREEN™ SYSTEM (LSG)

Equipment Pricing includes: Precast Concrete Bases, Galvanized Steel Poles, Fixtures, Pole Top Luminaire Assemblies, Electrical Component Enclosures, and Wire Harnesses.

WARRANTY AND GUARANTEE (LSG)* 25-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system for 25 years. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

All warranty and maintenance agreements on all facilities except tennis/roller hockey are based upon 600 hours or less on annual usage. The tennis, roller hockey, skate park and outdoor basketball courts warranty and maintenance agreement is based upon 1000 hours or less of annual usage. If annual usage exceeds the hours noted above, an extension of the warranty/maintenance agreement will be negotiated with the manufacturer on a project by project basis.

SPORTSCLUSTER GREEN™ SYSTEM (SCG)

Equipment Pricing includes: Fixtures, Luminaire Assemblies, Electrical Component Enclosures, and Wire Harnesses.

WARRANTY AND GUARANTEE (SCG)* 10-Year Warranty: Manufacturer shall supply a signed warranty providing all materials and labor to maintain operation of your lighting system to original design covering the entire system for 10 years from the date of shipment, or until maximum hours of coverage have accumulated, whichever comes first. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations. The Constant 10 Warranty is contingent upon site review for compatibility with Musco's lighting system.

LIGHT-PAK SYSTEM™

Equipment Pricing includes: Luminaire Assemblies, Electrical Component Enclosures.

WARRANTY AND GUARANTEE (LIGHT-PAK) 10-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system, excluding fuses and lamps, for 10 years from the date of shipment. Labor shall be included for 2 years. Lamps shall be warranted for 2 years for parts, and 1 year for labor. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

Section I - Musco Lighting Price List

Note: For field sizes and pole locations not covered below, use fixture and pole adjustments found in Adders section of the bid page. Manufacturer shall provide design for actual field, plus the design of the field that most closely relates to actual field, for comparative purposes.

Tennis – Standard pole locations are 6' beyond the serving line and 3' outside the fence. Pricing and pole sizing for tennis courts are also applicable to roller hockey and skate parks.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
2 Ct	50 fc	\$48,500	\$32,200
3 Ct	50 fc	\$62,700	\$42,600
4 Ct	50 fc	\$83,300	\$53,300

Outdoor Basketball – Standard pole locations are 15' outside the fence on the center line

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
1 Ct	40 fc	\$27,000	\$20,200
2 Ct	40 fc	\$35,700	\$25,600

Light-Pak

Fixtures	Light-Pak Price
8	\$8,700
12	\$11,300

Baseball (90' Base path) – Standard A-pole locations are 50' down line and 55' off for a 90' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of $((\text{Foul Line} + \text{Basepath})/2 \times 0.5)$ and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
300'	50/30 fc	\$134,300	\$93,500
300'	70/50 fc	\$201,000	\$146,200
350'	50/30 fc	\$156,700	\$94,900
350'	70/50 fc	\$251,200	\$152,100
330'/400'/330'	50/30 fc	\$173,000	\$114,500
330'/400'/330'	70/50 fc	\$297,500	\$185,200
320'/360'/320'	50/30 fc	\$163,500	\$105,900
320'/360'/320'	70/50 fc	\$253,100	\$167,900

Softball/T-Ball (60' Base path) - Standard A-pole locations are 35' down line and 40' off for a 60' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of $((\text{Foul Line} + \text{Basepath})/2 \times 0.5)$ and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Size	Light Level	LSG 130 ULT 2010 Price	SCG Price
150'	30 fc	\$51,300	\$34,900
175'	50/30 fc	\$61,400	\$42,300
185'	50/30 fc	\$65,400	\$46,400
200'	50/30 fc	\$68,300	\$48,400
200'	70/50 fc	\$115,600	\$78,000
225'	50/30 fc	\$87,800	\$57,000
225'	70/50 fc	\$106,400	\$74,600
250'	50/30 fc	\$93,400	\$61,700
250'	70/50 fc	\$141,000	\$100,100
275'	50/30 fc	\$106,200	\$70,600
275'	70/50 fc	\$160,400	\$117,800
300'	50/30 fc	\$117,700	\$82,000
300'	70/50 fc	\$182,700	\$127,300
320'	50/30 fc	\$135,100	\$90,900
320	70/50 fc	\$198,100	\$143,500

Soccer – Standard pole locations for a 4-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.40)) from the center line, with setbacks from the field as given above. Standard outside pole locations for a 6-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.28)) from the center line, with setbacks from the field as given below.

Size	Light Level	Set-back	LSG 130 ULT 2010 Price	SCG Price
330'x160'	30 fc	30'	\$78,600	\$57,700
330'x160'	50 fc		\$124,600	\$97,900
330'x180'	30 fc	30'	\$96,400	\$67,300
330'x180'	50 fc		\$132,200	\$102,500
330'x210'	30 fc	30'	\$99,800	\$70,700
330'x210'	50 fc		\$140,300	\$105,800
330'x225'	30 fc	30'	\$105,800	\$75,600
330'x225'	50 fc		\$152,700	\$114,100
360'x160'	30 fc	30'	\$93,800	\$65,900
360'x160'	50 fc		\$140,300	\$105,800
360'x180'	30 fc	30'	\$93,800	\$65,900
360'x180'	50 fc		\$140,300	\$105,800
360'x210'	30 fc	30'	\$105,800	\$75,600
360'x210'	50 fc		\$152,700	\$114,100
360'x225'	30 fc	30'	\$112,300	\$82,300
360'x225'	50 fc		\$162,200	\$123,800
360'x240"	30 fc	30'	\$112,300	\$82,300
360'x240'	50 fc		\$172,300	\$128,600

Football – Standard pole locations are located at the 15 yard line, with setbacks from the field as given below.

Size	Light Level	Set-back	LSG 130 ULT 2010 Price	SCG Price
No track	30 fc	60'	\$104,300	\$75,000
No track	50 fc		\$150,500	\$112,800
No track	100 fc		\$299,300	\$218,800
No track	30 fc	80'	\$117,000	\$85,700
No track	50 fc		\$185,900	\$131,800
No track	100 fc		\$312,300	\$235,700
No track	30 fc	100'	\$133,900	\$95,400
No track	50 fc		\$194,200	\$142,700
No track	100 fc		\$378,300	\$255,000
No track	30 fc	120'	\$169,900	\$114,300
No track	50 fc		\$251,900	\$173,300
No track	100 fc		\$464,200	\$296,500

Section II – Adders/Deducts

- A. The above pricing is based upon 130 ULT wind zone. For each 10 mph increase in wind zone, the equipment price will increase by 5%.
- B. Florida Building Code, 2010 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.
- C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.
- D. Purchase of additional lighting for security, special areas, or replacing lights on existing poles and non-standard field sizes or pole locations. \$ 3,000 per fixture
- E. Control Link Retrofit Adder \$7,500 per unit
- F. Additional Control Link Unit necessary due to additional electrical services \$5,000 per unit
- G. Osprey Nest Platforms \$3,000 each
- H. Adder for additional spill and glare control \$3,500 per pole

Section III – Labor Costs

A. Pole Installation (price per pole)

Pole Height	LSG 130 ULT 2010 Price
40'	\$3,600
50'	\$3,700
60'	\$4,000
70'	\$4,600
80'	\$5,600
90'	\$6,500
100'	\$8,300
110'	\$13,500

- B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph ULT wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there may be a 5% increase in the cost of installation for each 10 mph increase in wind zone.
- C. Removal of Existing Concrete Poles \$4,000 per pole
- D. Removal of Existing Wooden Poles \$1,500 per pole
- E. Installation of Fixtures on Existing Poles \$5,200 per pole
- F. Installation of Control Link Retrofit \$1,800 per unit

Section IV – Electrical Costs

A. Service Options

Option A – 200 Amp Service (Section IV, A, 1)	<u>\$11,000 each</u>
Option B – 400 Amp Service (Section IV, A, 1)	<u>\$18,500 each</u>
Option C – 600 Amp Service (Section IV, A, 1)	<u>\$22,500 each</u>
Option D – 800 Amp Service (Section IV, A, 1)	<u>\$25,000 each</u>

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

- a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet \$ 90 each
- b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet \$100 each

2. Wiring from Contactors to Poles
 - a. 2 ½" PVC with (4) 3/0 \$ 35 per foot
 - b. 4" PVC with (4) 500mcm \$ 65 per foot
 - c. (2) 4" PVC with (4) 300mcm \$ 85 per foot
 - d. 2" PVC with (4) #1 THWN conductors \$ 25 per foot
3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.
 - a. #10 \$4,700.00 \$5.00 per foot
 - b. #8 \$5,200.00 \$7.50 per foot
 - c. #6 \$5,400.00 \$10.00 per foot
4. Pull Boxes
 - a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside \$ 500 each
 - b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet \$ 110 each
- C. Installation of Contactor Cabinets
 - a. 48" Cabinet \$5,000 each
 - b. 72" Cabinet \$7,500 each
- D. Lightning Protection
 1. Surge Arrestor – protection at remote electrical enclosure \$ 1,050 each
 2. Surge Arrestor – protection on line side of panel \$ 8,600 each
- E. Pole Grounding
 1. Provide and install ground rods for poles 70' and below \$750 per pole
 2. Provide and install ground rods for poles 80' and above \$1,250 per pole

Section V – Engineered Plans

- A. Electrical Engineering Drawings, sealed by P.E.
 1. Adder for 200 amp service \$ 5,750 each
 2. Adder for 400 amp service \$ 8,625 each
 3. Adder for 600 amp service \$13,800 each
 4. Adder for 800 amp service \$23,000 each
- B. Structural Engineering Drawings, sealed by P.E.
 1. Foundation and pole plans based on assumed soils \$1,150 per project
 2. Foundation and pole plans based on geotech report \$2,875 per project
- C. Geotech report \$8,625 per project
- D. Bonding (over \$200,000) \$1,785 per \$100,000
- E. Site survey \$2,875 per project
- F. Project management \$5,750 per project

Section VI - Yearly Adjustments

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.
- B. During the term of this contract, NEW products with IMPROVED technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.
- C. During the term of this contract if the state of Florida Building Codes/Wind speeds change, Musco reserves the right to adjust pricing accordingly.

I. SPORTS LIGHTING – LIGHT-STRUCTURE GREEN™ SYSTEM

A. BASE BID LIGHTING EQUIPMENT

The primary goals of this sports lighting specification are:

- 1. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the fields should be proactively monitored to detect fixture outages over a twenty-five (25) year life cycle. To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system.
- 2. Environmental Light Control: It is the primary goal of this project to minimize spill light and glare.
- 3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of twenty-five (25) years.

B. LIGHTING PERFORMANCE / PLAYABILITY

The manufacturer shall supply lighting equipment to meet the following performance and life cycle cost criteria:

Playing surfaces shall be lit to an average constant light level and uniformity as specified per the bid sheet. Light levels shall be held constant for 5,000 hours. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified on the bid sheet.

C. LIFE CYCLE COST

- 1. Energy Consumption: The kWh consumption for the field lighting system shall be calculated by the following criteria:
luminaries x kw demand x kw rate of .11/hr x annual usage of 600 hours x 25 years. Tennis courts, skate parks, roller hockey and outdoor basketball courts will be based on an annual usage of 1,000 hours.
- 2. Complete Lamp Replacement: Manufacturer shall include the appropriate number of group lamp replacements to be completed at end of each 5,000 hours of operation. For the purpose of the bid, it is assumed that the field(s) will be operated 600 hours per year or 10,000 hours during a 25 year period. Manufacturer shall warrant the system to meet designed light levels upon completion of these relamps.

3. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years on the system from the date of equipment delivery. Lamp outages shall be repaired when they materially impact the usage of any field. Owner agrees to check fuses and maintain as necessary in the event of a fixture outage prior to calling the manufacturer.
4. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The controller shall determine switch position (Manual or Auto) and contactor status (open or closed).
5. Remote Lighting Control System: System shall include lighting contactors. System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels using a user code and password to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields, to only having permission to execute "early off" commands by phone or extend the field usage.

On site equipment shall include Manual Off-On-Auto Switches to allow for maintenance, and shall accept and store 7-day schedules. The controller shall be protected against power outages / memory loss and shall reboot once power is regained and execute any commands that would have occurred during outage.

6. Management Tools: Manufacturer shall make available a web-based database of actual field usage and provide reports by facility and user group.
7. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.

II. **SPORTS LIGHTING - SPORTSCUSTER GREEN™ SYSTEM**

A. **BASE BID LIGHTING EQUIPMENT**

The primary goals of this sports lighting specification are:

1. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate.
2. Environmental Light Control: It is the primary goal of this project to minimize spill light and glare.
3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of ten (10) years.

B. **LIGHTING PERFORMANCE / PLAYABILITY**

The manufacturer shall supply lighting equipment to meet the following performance and life cycle cost criteria:

Playing surfaces shall be lit to an average constant light level and uniformity as specified per the bid sheet. Light levels shall be held constant for 5,000 hours. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified on the bid sheet.

C. LIFE CYCLE COST

1. Energy Consumption: The average kWh consumption shall be calculated by the following criteria: # luminaires x kw demand x kw rate of .11/hr x annual usage of 600 hours x 25 years. Tennis courts, skate parks, roller hockey and outdoor basketball courts will be based on an annual usage of 1,000 hours.

III. LIGHTING SYSTEM CONSTRUCTION

A. SYSTEM DESCRIPTION

Lighting system shall consist of the following:

1. Galvanized steel poles and crossarm assembly (LSG Only)
Enhanced corrosion protection package:
 - a. Exposed carbon steel horizontal surfaces on the cross arm assembly shall be galvanized to a five (5) mil minimum average thickness.
 - b. Exposed die cast aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
 - c. Exposed extruded aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
2. Pre-stressed concrete base embedded in concrete backfill (LSG Only)
3. All luminaires shall be constructed with a die-cast aluminum housing to protect the luminaire reflector system.
4. Luminaire, visor, and crossarm shall withstand 150 mph winds and maintain luminaire aiming alignment.
5. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall include ballast, capacitor and fusing for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
6. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble free installation.
7. Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting system, constructed of NEMA Type 4 aluminum. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual Off-On-Auto selector switches shall be provided. (Standard LSG/Optional SCG)

B. MANUFACTURING REQUIREMENTS

All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.

C. DURABILITY

All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.

D. LIGHTNING PROTECTION

LSG: Integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.

SCG: or if grounding is not integrated into the structure, the Manufacturer shall supply grounding electrodes, copper down conductors and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be not less than 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

E. SAFETY

All system components shall be UL Listed for the appropriate application.

F. ELECTRIC POWER REQUIREMENTS FOR SPORTS LIGHTING EQUIPMENT

Maximum total voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of rated voltage.

1. Voltage/Phase to be determined for each specific site.

IV. DELIVERY TIMING

The equipment must be on site 4-6 weeks from the receipt of approved submittals and receipt of complete order information.

V. STRUCTURAL PARAMETERS

A. BUILDING CODE

The base bid of the lighting system must comply with Florida Building Code Edition 2010, 130 mph ULT.

B. STRUCTURAL DESIGN

The stress analysis and safety factor of the poles shall conform to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

C. SOIL CONDITIONS

The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. If a geotechnical report is not provided by the owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2010 FBC, Table 1804.2.

D. FOUNDATION DRAWINGS

Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. These drawings must be submitted within 14 days of purchase.

VI. FIELD QUALITY CONTROL

A. ILLUMINATION MEASUREMENTS

Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.

VII. POLE CONSTRUCTION, POLE REMOVAL, AND RELIGHT

A. POLE INSTALLATION

Provide pricing for labor to install owner furnished poles & fixtures. Price will include unloading of the equipment upon arrival to job site, excavation of holes, assembly of the poles and luminaires, all wiring from the remote electrical enclosure to the luminaires, proper grounding, installation of the pre-stressed foundations with concrete backfill, pole erection and aiming. Installation assumes standard soils of 2000 psf with no rock or abnormal collapsing holes.

B. REMOVAL OF EXISTING POLES OR STRUCTURES

Provide pricing for labor to take down existing poles, structures and fixtures and remove them to a staging area on the job site designated by the owner. Concrete and steel poles will be completely removed. Poles will be cut at base – foundations will not be removed but cut and jack-hammered to a foot below grade. Wood poles may be cut off 2 feet below grade, as long as the stumps are covered back with soil.

C. INSTALLATION OF FIXTURES ON EXISTING POLES

Provide pricing for labor to take down existing fixtures and remove them to a staging area on the job site designated by the owner. The cost will also include labor to install the new fixtures on the existing structure. Installation assumes that the pole structure and wiring will be sufficient to handle the new fixtures. Owner assumes all responsibility of structural integrity of existing poles.

D. OWNER AND BIDDER RESPONSIBILITIES

1. Owner's Responsibilities:

- a. Provide total access to the site and pole locations for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
- b. Remove any trees, limbs, shrubs, etc. for total access to pole locations.
- c. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Mark home plate, foul lines, and field boundary lines. Final grade elevations will also need to be marked if necessary.
- d. Removal, replacement, and repair of all fencing necessary for construction.
- e. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
- f. Provide area on site for disposal of spoils from foundation excavation.
- g. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Bidder will not be responsible for repairs to unmarked utilities.
- h. Pay for any power company fees and requirements. **(If necessary).**
- i. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in the 2010 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
- j. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any and all fees associated with the water access and usage.
- k. Pay for any and all permitting fees.

2. Bidder's Responsibilities:

- a. Provide required poles, fixtures, foundations, and associated designs.
- b. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
- c. Provide layout of pole locations and aiming diagram.
- d. Provide light test upon completion of works once owner supplied electrical system is energized.
- e. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
- f. Provide bonding per State of Florida requirements.
- g. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- h. Provide storage containers for material, including ballast enclosures.
- i. Provide adequate trash container for cardboard waste and packing debris.
- j. Provide adequate security to protect delivered products from theft, vandalism or damage during the installation.
- k. Obtain any and all required permits. Costs to be paid by Owner.
- l. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.

- m. Provide materials and equipment to install Light Structure System foundations as specified on Layout.
- n. Remove augured spoils to owner-designated location at jobsite.
- o. Provide materials and equipment to assemble and install Light Structure Green™ fixtures and terminate all necessary wiring.
- p. Provide equipment and materials to assemble and erect Light Structure System Poles.

VIII. ELECTRICAL SUPPLY LABOR/EQUIPMENT

A. ELECTRICAL SERVICES

All services are to be quoted at 277/480 volt three phase. Base all service feeders on a length of 150 feet at a burial depth of 36" with no obstructions in the path. Provide lump sum costs for equipment and labor to install each of the following four options:

1. Option A

- a. 200 amp three phase meter can
- b. 200 amp main circuit breaker N3R 42 circuit panel with 8 three pole 30 amp breakers.
- c. Service feeders. (4) 3/0 conductors in a 2 ½" raceway. 150'
- d. Build Service Rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
- e. Pull necessary permits

2. Option B

- a. 400 amp three phase meter can
- b. 400 amp main circuit breaker N3R 42 circuit panel with 8 three pole 60 amp breakers.
- c. Service feeders. (4) 500 mcm conductors in a 4" raceway. 150'
- d. Build Service Rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
- e. Pull necessary permits.

3. Option C

- a. 600 amp three phase meter can
- b. 600 amp main circuit breaker N3R 42 circuit panel with 12 three pole 60 amp breakers.
- c. Service feeders. (2) 4" raceways with (4) 300 mcm conductors in a 4" raceway. 150'
- d. Build Service Rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor will be provided by the sports lighting manufacturer and installed.
- e. Pull necessary permits.

4. Option D

- a. 800 amp three phase CT enclosure
- b. 800 amp three phase CT meter can
- c. 800 amp main circuit breaker N3R 42 circuit panel with 12 three pole 80 amp breakers.
- d. Service feeders (2) 4" raceways with (4) 500 mcm conductors in each raceway. 150'
- e. Build Service Rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, CT enclosure, electrical panel and one lighting contactor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
- g. Grounding per NEC and local building codes.
- f. Pull necessary permits.

B. CONDUIT, PULL BOXES AND CONDUCTORS

Provide equipment and labor to install conduit, pull boxes and conductors. All installations are to be in pvc schedule 40 pipe at a burial depth of 36" with twin conductors.

C. LIGHTNING PROTECTION

Surge Arrestors: UL labeled and rated for 277/480V, 3 phase, 4 wire, as manufactured by Erico (TDX-50) or equal and shall be attached to the bottom of the remote ballast enclosure and/or on line side of main electrical panel.

M. GAY CONSTRUCTORS, INC.
BID FORM
ATTACHMENT OF UNIT PRICEES
CLAY COUNTY FLORIDA

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS
AND PLAYGROUND

January 6, 2014

Request to RFP NO. 13/14-8

M. Gay Constructors, Inc. is properly licensed in accordance with Florida Statute 471.003 to perform design build projects. Our Florida Licenses are CGC1512259 and EC0001098.

1. Install Owner Furnished Sports Lighting Poles and Fixtures

Our price includes unloading, assembling, and installing the metal or concrete poles with standard foundations. Metal poles are installed on the concrete stud foundation supplied by Musco. Price does not include any special foundations such as, suspended bases, rebar or any hole diameter larger than 36" in diameter. No electrical field wiring or ground rods are included.

Install:

<u>Mount Heights</u>	<u>Metal</u>	<u>Concrete</u>
40' (10' Maximum inbed)	\$2,800.00	\$4,600.00
50' (10' Maximum inbed)	\$2,900.00	\$4,800.00
60' (10' Maximum inbed)	\$3,000.00	\$5,400.00
70' (10' Maximum inbed) 1 to 13 Fixtures	\$3,500.00	\$5,800.00
70' (15' Maximum inbed) 14 to 27 Fixtures	\$3,700.00	\$6,600.00
80' (15' Maximum inbed) 1 to 19 Fixtures	\$4,300.00	\$7,100.00
80' (15' Maximum inbed) 20 to 33 Fixtures	\$4,600.00	\$7,600.00
90' (15' Maximum inbed) 1 to 12 Fixtures	\$5,000.00	\$10,600.00
90' (15' Maximum inbed) 13 to 40 Fixtures	\$5,400.00	\$11,400.00
100' (20 Maximum inbed) 1 to 15 Fixtures	\$7,000.00	\$12,600.00
110'	\$11,500.00	\$17,600.00
120'	\$19,590.00	\$25,600.00

- 2. Install owner furnished fixtures on existing poles and wire to box bottom of of the pole.**
\$990.00 per fixture

- 3. Osprey Platform to be installed on new pole or existing pole.**
(New pole not included in price)

New Pole	\$3,000.00 each
Existing Pole	\$4,500.00 each

4. Field Electrical Wiring

Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

<u>Circuit Size</u>	<u>Single Phase</u>	<u>Per Ft</u>	<u>Three Phase</u>	<u>Per ft Price</u>
#12	\$5,200.00	\$2.84	\$4,150.00	\$3.56
#10	\$4,025.00	\$3.04	\$4,175.00	\$3.71
#8	\$4,400.00	\$4.52	\$4,600.00	\$5.65
#6	\$4,600.00	\$6.20	\$4,800.00	\$7.74
#4	\$5,000.00	\$8.82	\$5,200.00	\$11.04
#3	\$5,200.00	\$10.72	\$5,400.00	\$13.40
#2	\$6,200.00	\$11.52	\$6,400.00	\$14.40
#1	\$6,800.00	\$16.33	\$7,000.00	\$20.40
#1/0	\$7,800.00	\$20.04	\$8,000.00	\$25.05
#2/0	\$8,200.00	\$24.13	\$8,300.00	\$30.16
#3/0	\$9,400.00	\$30.09	\$9,700.00	\$37.61
#4/0	\$9,800.00	\$36.30	\$10,300.00	\$45.38
#250 mcm	\$11,500.00	\$44.79	\$11,800.00	\$56.00
#350 mcm	\$12,500.00	\$60.37	\$13,000.00	\$75.57
#500 mcm	\$21,000.00	\$81.05	\$27,000.00	\$101.29

5. Service

<u>Amps</u>	<u>Single Phase</u>	<u>Three Phase</u>
100	\$ 8,200.00	\$ 9,400.00
150	\$ 8,300.00	\$ 9,500.00
200	\$ 8,700.00	\$ 9,800.00
250	\$ 8,900.00	\$10,000.00
400	\$14,200.00	\$16,400.00
600	\$14,800.00	\$17,900.00
800	\$17,800.00	\$21,900.00
1000	\$22,800.00	\$26,900.00
1200	\$29,800.00	\$33,900.00
1600		\$52,900.00

Pricing is based upon the maximum Service Feeder length to be no more than 50' from the power source to the service.

6. Lighting Contactors Furnished and Installed

<u>Contactor</u>	<u>Price</u>
30 Amp	\$ 1,200.00
60 Amp	\$ 1,400.00
100 Amp	\$ 1,950.00
200 Amp	\$ 4,500.00
400 Amp	\$12,000.00

7. Install Owner Furnished Lighting Contactors

<u>Contactor</u>	<u>Price</u>
30 Amp	\$ 600.00
60 Amp	\$ 900.00
100 Amp	\$ 1,100.00
200 Amp	\$ 1,700.00
400 Amp	\$ 2,400.00

8. Provide Hourly Equipment and Labor

45' Bucket Truck		\$ 110.00 per hour
30 Ton Crane	8 hr minimum	\$ 225.00 per hour
50 Ton Crane	8 hr minimum	\$ 300.00 per hour
70 Ton Crane	8 hr minimum	\$ 375.00 per hour
125 Ton Crane	8 hr minimum	\$ 750.00 per hour
Auger Truck	4 hr minimum	\$ 175.00 per hour
Production Digger	8 hr minimum	\$ 650.00 per hour
(Max auger 60" and 25' depth)		
Flat Bed Truck	4 hr minimum	\$ 150.00 per hour
Water Truck	4 hr minimum	\$ 150.00 per hour
Backhoe		\$2,200.00 per day
Trencher		\$1,500.00 per day
Directional Boring	Up to 2"	\$ 20.00 per foot
Directional Boring	2 ½" to 4"	\$ 30.00 per foot
Directional Boring	4 ½" to 8"	\$ 52.00 per foot
Electrician		\$ 95.00 per hour
Foreman		\$ 95.00 per hour
Rigger		\$ 75.00 per hour
Helper		\$ 65.00 per hour
High Lift		\$4,500.00 per day
Tractor Trailer (Oversized loads)		\$ 350.00 per hr. (plus permits)
Pick up Truck		\$ 35.00 per hr.

9. Mark up on Material

20% Plus Tax

10. Per Diem rates outside of Clay County

\$ 650.00 per crew

11. Dumpster Fee

\$1,200.00 per dumpster

12. Pole Demolition

Wood Poles \$1,200.00 per pole

Concrete Poles \$3,500.00 per pole

Price includes taking the poles down.

Price does not include transporting, disposing or relocating poles. All fixtures to be removed per this pricing.

13. Fill Dirt

\$ 800.00 per 18 yd load

- | | |
|---|---|
| 14. Storage Container | \$1,200.00 per month per container |
| 15. Provide Water Meter | \$2,800.00 |
| 16. Provide Electrical Engineering – 14% of the total cost of the project. Total cost includes all owner furnished material. | |

GENERAL NOTES

- All Projects outside Clay County are subject to a fuel surcharge 5% of the total cost of the project.
- Access to all pole locations to be provided by others.
- No repair of sod, sidewalk, concrete, asphalt, curbing, landscaping or utilities
- This pricing is based upon **NORMAL** drilling conditions. Any deviation from these conditions shall result in additional cost.
- No removal of dirt, debris or drilling spoils is included in this price.
- Pole locations shall be surveyed by others showing the location of grade
- Pole aiming points to be surveyed by others.
- A water source (such as a hydrant) shall be provided by others
- No permit or impact fees included
- A disposal area to place drilling spoils and drilling fluids is to be provided by others
- Pricing is based upon a one time mobilization for complete project. All additional mobilizations are to be priced accordingly.
- Pricing does not include and performance or payment bonds.
- Pricing does not include removal, disposal or remediation of hazardous waste
- We reserve the right to increase pricing on materials due to excessive market volatility



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 17 10:00 AM

TO: Finance & Audit Committee

DATE: 1/10/2017

FROM: Administrative and
Contractual Services

SUBJECT: Approval of the Memorandum of Agreement (MOA) between Clay County and the Clay County Sheriff's Office, for Solid Waste Sworn Deputy Sheriffs, for a term of four years, at a total estimated cost of \$192,600.00. Funding Sources: 401-3802-512000, 513000, 514000, 521000, 522000, 523000, 523100 & 540000 (Solid Waste Fund - Environmental Svcs - Regular Salaries, Overtime, FICA Taxes, Retirement Contributions, Health Ins, Life Ins & Dental Ins) (A. Altman)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This is for the purpose of performing long term and short term investigations into environmental crimes. Please see the environmental crimes unit backup document attached.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Sources: Solid Waste Fund - Environmental Svcs - Regular Salaries, Overtime, FICA Taxes, Retirement Contributions, Health Ins, Life Ins & Dental Ins
Account # 401-3802-Personal Svc Accts Amount - \$192,600.00

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

- ▣ Environmental Crimes Unit Summary
- ▣ Solid Waste Sworn Deputy Sheriff MOA

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	1/11/2017 - 1:18 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:31 PM	

The Clay County Sheriff's Office Environmental Crimes Unit

Who We Are: The Environmental Crimes Unit is made up of two fully sworn Clay County Sheriff's Office Investigators. These investigators are employed by the Clay County Board of County Commissioners, assigned to the County's Department of Environmental Services and work directly with the Sheriff's Office. Investigator Gary Winterstein has 28 years of law enforcement experience and his partner, Robert Dews, has 15 years.

What We Do: The Environmental Crimes Unit operates as would any traditional law enforcement office. We conduct long and short term investigations into environmental crimes which result in criminal cases prosecuted by attorneys. In any given case, a surveillance of an individual or corporation may be initiated, a search or arrest warrant may be obtained, documents or witnesses may be interviewed or subpoenaed before a jury, and arrests may be made. We prepare and submit complex reports, affidavits and legal documents. We conduct surveillance and collect and photograph evidence. We develop and prepare instructional materials for training and educating citizens and other law enforcement officers. We assist and work with other agencies including; the Department of Environmental Protection, E.P.A., Department of Forestry and Agriculture, Code Enforcement, Health Department and other state, local and federal agencies.

Over the past five years (2012-2016), the unit has investigated 489 cases and approximately 252,736 pounds of solid waste has been cleaned up and diverted to the Clay County Solid Waste Management Facility for proper disposal. Also, during this time frame two Federal Clean Water Act cases were initiated and investigated with positive outcomes.

Types of Environmental Crimes We Investigate:

- Commercial and residential dumping
- Pollution
- Improper disposal of Solid, Hazardous, Human and Medical Waste
- Discharge of Waste into Public Waters
- Destruction of Wetlands
- Illegal burning
- Air pollution

How We Can Be Contacted:

- Office 904-278-3697 / 904-541-5823
- Fax 904-284-0345
- E-mail: rdews@claysheriff.com or gwinterstein@claysheriff.com
- Visit our link on the web at www.claysheriff.com

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	12/21/2016	
Staff Member Preparing Form:	Alan Altman	
Department Submitting Contract:	Environmental Services	
Vendor Name:	Clay County Sheriff's Office	
Contract Title:	Memorandum of Agreement between the Sheriff's Office and the BOCC regarding Solid Waste Sworn Deputies	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	(Y)	N
2. Renewal/Amend./Supplement	Y	(N)
3. Sole Source **(explain below)	Y**	N
4. Quotes/bid policy met	Y	N
5. Need to waive bid policy	Y	(N)
6. Automatic renewal	n/a	(N)
7. Standard Addendum Executed	Y	(N)
8. Advance Payment Required	Y	(N)
9. Contract Amount (*Detail negotiation efforts below) \$192,600		
10. Last Year's Price (*If increase explain below) \$190,651		
11. Date of Original Contract		
12. Number of Renewals 0		
13. Length of Term 4		
Requested Action: Two sworn law enforcement officers to investigate and enforce environmental laws.		
Funding Source		
Account Number:	Background/Purpose: See attached summary of Unit	
401-3802	512000,513000,514000,521000,522000,523000,523100,540000	
Account Name:	Regular Salaries, Overtime, FICA Taxes, Retirement Contributions, Health Ins, Life Ins, Dental Ins.	
Environmental Services Fund		

Approvals

Purchasing:	No Changes	With Changes
Review Date:		

Recommended Changes:

Budget:	No Changes	With Changes
Review Date:		

Finance:	No Changes	With Changes
Review Date:		

*Price Negotiation Efforts:

County Attorney:	No Changes	With Changes
Review Date:		

** Sole Source Explanation:

RECEIVED
PURCHASING DIVISION
2017 JAN 10 A 10:32
CLAY COUNTY BOARD OF COMMISSIONERS

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
RECEIVED		
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1. New Contract	<input checked="" type="radio"/> Y <input type="radio"/> N	9. Contract Amount (*Detail negotiation efforts below) \$192,600
2. Renewal/Amend./Supplement	<input type="radio"/> Y <input checked="" type="radio"/> N	10. Last Year's Price (*If increase explain below) \$190,651
3. Sole Source ** (explain below) N/A	<input checked="" type="radio"/> Y <input type="radio"/> N	11. Date of Original Contract
4. Quotes/bid policy met N/A	<input type="radio"/> Y <input checked="" type="radio"/> N	12. Number of Renewals 0
5. Need to waive bid policy	<input type="radio"/> Y <input checked="" type="radio"/> N	13. Length of Term 4 Years
6. Automatic renewal	<input type="radio"/> n/a <input checked="" type="radio"/> N	
7. Standard Addendum Executed	<input type="radio"/> Y <input checked="" type="radio"/> N	Agreement Purpose: Two sworn law enforcement officers to investigate and
8. Advance Payment Required	<input type="radio"/> Y <input checked="" type="radio"/> N	enforce environmental laws.
Funding Source ?		
Account Number:	COMMENTS See attached summary of Unit	
3802	Solid Waste Fund - Various	
Account Name:	Environmental Services Fund	

Approvals

Purchasing: <i>gt</i>	No Changes	With Changes
Review Date: 12-28-16		<input checked="" type="checkbox"/>

Recommended Changes:

*This form has been obsolete since June of 2016. Please use form dated 6/29/16.
*Complete Funding source number & name needed. *See question at Sect. II. C.

Budget: <i>sd</i>	No Changes	With Changes
Review Date: 12/28/16		<input checked="" type="checkbox"/>

County Attorney: <i>W</i>	No Changes	With Changes
Review Date: 1/4/17		<i>Questions</i>

Finance: <i>fm</i>	No Changes	With Changes
Review Date: 12/31/16	<input checked="" type="checkbox"/>	

** Sole Source Explanation:

**Wrong form used.*
**Funding source not provided, budget is available in the Environmental Services Fund (Fund 401 - Solid Waste Fund) however, account to be charged is not provided for budget review.*
**agreement dates on final page is incorrect (?).*

*Price Negotiation Efforts:

**What is answer to Q at IV B.2, 3 and 4?*
** See Q at IV B.2, 3 and 4?*
** See Q at IV D ?*

RECEIVED
PURCHASING DIVISION
2016 DEC 27 P 1:56
CLAY COUNTY BOARD OF COMMISSIONERS

*All comments addressed. *aa*

CLAY COUNTY
AGREEMENT/CONTRACT # _____

**MEMORANDUM OF AGREEMENT BETWEEN THE CLAY COUNTY
SHERIFF'S OFFICE AND CLAY COUNTY BOARD OF COUNTY
COMMISSIONERS REGARDING CLAY COUNTY SOLID WASTE SWORN
DEPUTY SHERIFFS**

This agreement is made this _____ day of _____, 2017, between the Clay County Sheriff's Office (hereinafter "CCSO") and the Clay County Board of County Commissioners (hereinafter "BCC").

I. PURPOSE.

The BCC is funding two positions within Clay County Environmental Services (hereinafter "Environmental Services") to investigate and enforce environmental laws. These positions will be filled by sworn law enforcement officers (hereinafter "deputies") who work for the BCC and report to the Environmental Services Director. To have the authority to perform law enforcement duties, these employees will be sworn as CCSO Deputy Sheriffs. In addition to duties assigned by Environmental Services, these employees will also have the ability and responsibility to take law enforcement action should they witness activities that require such action.

II. ORGANIZATIONAL CONTROL

A. Normal Assignment. The two deputies are employees of the BCC, and report to the Clay County Environmental Services Director.

B. Law Enforcement Action. If the deputy is required to take law enforcement action, such as a traffic stop or arrest, the deputy will conduct himself in accordance with CCSO General Orders and Standard Operating Procedures, including proper reports to communications and the watch commander.

C. Emergency Recall. The deputies are subject to recall and assignment by the CCSO in the event of an emergency. Such recall may be initiated only by a Bureau Commander or the Sheriff, and notice will be provided to the Environmental Services Director as soon as practicable. The deputy will follow the orders and directions of the CCSO supervisor in charge of their assignment. CCSO will reimburse the BCC for any overtime costs associated with such a recall.

III. TRAINING, EVALUATIONS, AND CITIZEN COMPLAINTS

A. Training and Certification. Prior to being sworn, deputies must pass a background investigation, as required by Florida Statutes Chapter 943. CCSO is responsible for conducting the investigation. Law enforcement required training beyond initial law enforcement officer certification, will be provided by the CCSO. It is the responsibility of the deputy to schedule and complete the training required to maintain law enforcement certification with the CCSO. The following minimum requirements to maintain certification as a CCSO deputy are as follows:

1. Completion of CCSO Field Training Officer program.
2. Annual refresher training (40 hours)
3. Annual firearms qualification
4. Initial qualification on Physical Abilities Test (P.A.T.) and re-qualification every two years.

Any additional training required or desired by Environmental Services, and the cost thereof, is the responsibility of Environmental Services.

B. Annual Evaluations. Annual evaluations are the responsibility of Environmental Services. CCSO will submit, upon request, statistical information such as the number of criminal cases investigated or arrests by the deputy.

C. Citizen Complaints/Improper Conduct or Improper Procedure Allegations. CCSO is an accredited law enforcement agency through the Florida Accreditation Commission ("F.A.C."). Such accreditation requires that citizens who have a complaint against a law enforcement officer be afforded a means to report and have heard complaints against such deputies. Thus, if a citizen has a complaint against the employee regarding the execution of a law enforcement duty, such a complaint will be taken by, and investigated by, CCSO Internal Affairs or such person designated by the Sheriff. The same rights afforded to any law enforcement officer pursuant to Florida Statutes Chapter 112 (the Policeman's Bill of Rights) will be afforded to the deputy, as well as the protections set forth in Garrity v. New Jersey, 385 U.S. 493 (1967). However, as the deputy is not an employee of the CCSO, the CCSO will not conduct any disciplinary hearings or impose any discipline on a deputy should an allegation be sustained. However, the Sheriff retains the ability to revoke or suspend the appointment of the deputy as a Deputy Sheriff, and is not bound by the provisions of the Clay County Career Service Ordinance as relates to deputy sheriffs. Complaints not deemed to be related to the performance of a law enforcement duty or status will be referred to Environmental Services, and the complainant so advised.

IV. PAY, EQUIPMENT, VEHICLES, AND LIABILITY INSURANCE

A. Salary, Benefits, and Retirement. The deputies are employees of the BCC, and as such, are on the payroll of the BCC. The BCC will also ensure that proper payments to the Florida Retirement System (FRS) reflecting the "high-risk" classification are made.

B. Equipment.

1. One complete uniform and law enforcement equipment (pistol, gun belt, handcuffs, etc.) will be provided by CCSO to the deputies, accountable to the CCSO. These items will be replaced as required by the CCSO.
2. Radios. The hand-held and vehicle police radios currently issued to Gary Winterstein and Robert Dews will be retained by Deputy Winterstein and Deputy Dews for use at Environmental Services, but remain on the inventory of CCSO. Repair of those radios is the responsibility of CCSO, and replacement the responsibility of Environmental Services with radios remaining on the CCSO inventory.

3. **Vehicle Emergency Equipment.** Lights, siren, etc. currently in the 2015 Ford Explorer and the 2015 Ford F-150 will remain in the vehicle, but is property of CCSO. Repair of such equipment is the responsibility of CCSO. Purchase of replacement or additional equipment desired by Environmental Services is the responsibility of Environmental Services, and must be from an approved list of equipment and vendors supplied by CCSO and will remain on BCC inventory. CCSO is responsible for installation of such equipment, if required.

4. **Laptop Computers.** The CCSO laptop computer currently assigned to Gary Winterstein and Robert Dews will be retained by Gary Winterstein and Robert Dews for use at Environmental Services, but remains the property of CCSO. Repair and maintenance of the laptop, if possible, is the responsibility of CCSO. Procurement of a replacement or additional laptop computers is the responsibility of Environmental Services, and must be from an approved list of equipment and vendors supplied by CCSO with laptops remaining on the CCSO inventory

C. Vehicles.

1. Currently Gary Winterstein operates a 2015 Ford Explorer VIN 1FM5K8AR3FGA66307 and Robert Dews operates a 2015 Ford F-150 VIN 1FTFX1EFXFFB25540, both vehicles are the property of the BCC for use by the deputies at Environmental Services. Procurement of and replacement of vehicles along with the Emergency Equipment for use by the deputies is the responsibility of Environmental Services.

2. **Marked Patrol Cars.** Deputies will be able to check out marked patrol cars as required for performance of duties, if spares are available. This may be arranged through the Captain of Professional Services.

D. Liability Insurance. The CCSO is insured through the Florida Sheriff's Self-Insurance Fund. This insurance will provide coverage for the deputies while engaged in law enforcement duties.

V. LAW ENFORCEMENT DUTIES

A. Police Reports. Deputies will complete all required reports through the CCSO MFR system. Case numbers will be assigned as with any other CCSO deputy. Deputies will submit reports for review through the General Investigations Unit (G.I.U.) supervisor, normally a sergeant.

B. Arrest and Search Warrants. As required by CCSO General Orders, deputies will review any warrant application with the G.I.U. supervisor before seeking a warrant from a judicial officer.

C. General Orders and Standard Operating Procedures. Deputies performing law enforcement duties must comply with CCSO General Orders and Standard Operating Procedures.

D. Communications. Deputies will maintain communications with CCSO, including their status. Radio numbers will be assigned for the deputies.

VI. TERM OF AGREEMENT

The term of this agreement shall be from January 07, 2017 to January 06, 2021. The agreement may be extended or modified only upon written agreement of the parties. The agreement may be terminated by either party at any time with written notice provided to the other party.

Clay County Sheriff's Office

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

Sheriff of Clay County

Wayne Bolla, Chairman
Board of County Commissioners

ATTEST:

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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 17 10:00 AM

TO: Finance and Audit Committee

DATE: 1/10/2017

FROM: Karen Thomas,
Administrative & Contractual Services

SUBJECT: Request approval to post Notice of Intent and award Bid #16/17-7, C. R. 218 Bridge Railing Repair to Grouting & Subgrade Improvements, LLC in the amount of \$25,330.00. Approval will be effective after 72 hour bid protest period has expired assuming no protests are received. Funding Source: 101-3701-546100 (Trans Trust Fund / Streets & Drainage / Repairs & Maint) (D. Smith)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bridge railing repairs are needed due to damage caused by a vehicle impact.

Is Funding Required (Yes/No):
Yes

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

Funding Source: Transportation Trust Fund / Streets & Drainage / Repairs & Maintenance)
Account # 101-3701-546100 Amount - \$25,330.00

Sole Source (Yes\No):
No

Advanced Payment
(Yes\No):
No

ATTACHMENTS:
Description

- ▣ Memo-Price Sheets
- ▣ Comparison Sheet
- ▣ Bid Invitation List
- ▣ Grouting & Subgrade submittal
- ▣ Sieg & Sons submittal

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	1/11/2017 - 12:55 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:30 PM	

BID RECOMMENDATION
Bid #16/17-7
C. R. 218 Bridge Railing Repair

BIDDERS

BID TOTAL

SIEG & SONS, INC.

\$31,700⁰⁰

GROUTING & SUBGRADE IMPROVEMENTS, LLC

\$25,330⁰⁰

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

TITLE

SHAWN D. THOMAS

PROJECT MANAGER

RECOMMENDATION:

STAFF RECOMMENDS AWARDED THE BID TO
GSI GROUTING AND SUBGRADE, THE LOWEST RESPONSIVE
AND RESPONSIBLE CONTRACTOR.

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

SCHEDULE OF VALUES BID #16/17-7, C. R. 218 BRIDGE RAILING REPAIR				
Schedule of Values				
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	Cost
1	Maintenance of Traffic (including 2 VMBs placed 1 week before MOT)	1	LS	\$8,995
2	Concrete Class II	1	LS	\$9,185
3	Steel Reinforcement	1	LS	\$7,150
TOTAL COST =				\$25,330 ✓

Total Price Written in Words: twenty five thousand three
hundred thirty and 00/100 dollars

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.

COMPANY NAME: Grouting & Subgrade Improvements, LLC

Bid #16/17-7, C. R. 218 Bridge Railing Repair

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

CORPORATE DETAILS:

COMPANY NAME: Grouting & Subgrade Improvements, L.L.C.

ADDRESS: 10175 Fortune Parkway, Suite 805
Jacksonville, Florida 32256

TELEPHONE: (904) 519-2324

FAX #: (904) 519-2329

E-MAIL: salibaeng@bellsouth.net

Name of Person submitting Bid: Raymond Saliba


Title: Managing Manager

Signature: 

Date: 01/06/2017

Area Representative Contact Information: Same as above

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

(Clarification) Addendum No. 1 Date: 1/4/17 Acknowledged by: 

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

SCHEDULE OF VALUES				
BID #16/17-7, C. R. 218 BRIDGE RAILING REPAIR				
Schedule of Values				
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	Cost
1	Maintenance of Traffic (including 2 VMBs placed 1 week before MOT)	1	LS	\$ 10,000 ⁰⁰
2	Concrete Class II	1	LS	\$ 11,700 ⁰⁰
3	Steel Reinforcement	1	LS	\$ 10,000 ⁰⁰
		TOTAL COST =		\$ 31,700 ⁰⁰ ✓

Total Price Written in Words: Thirty one thousand and
Seven hundred dollars⁰⁰

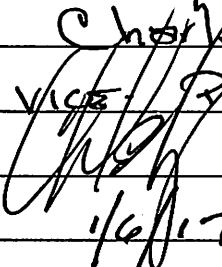
Proposals require a five (5%) percent bid bond (based on total price above) and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

COMPANY NAME: SIEG & SONS INC.

Bid #16/17-7, C. R. 218 Bridge Railing Repair

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

CORPORATE DETAILS:

COMPANY NAME: SIEG & Sons Inc.
ADDRESS: 1731 Langley Ave.
DeLand, FL. 32724
TELEPHONE: 386-734-8295
FAX #: 386-738-7800
E-MAIL: Sieg_Sons@yahoo.com
Name of Person submitting Bid: Charles Sieg
Title: VICE PRESIDENT
Signature: 
Date: 1/6/17
Area Representative Contact Information: SAME AS ABOVE

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. ____ Date: ____ Acknowledged by: ____
Addendum No. ____ Date: ____ Acknowledged by: ____
Addendum No. ____ Date: ____ Acknowledged by: ____

BID TABULATION FORM

Bid: 16/17-7

Date: January 10, 2002

Proj: C. R. 218 Bridge Railing Repair

Time Open: 1:03

Ad: Clay Today, December 8, 2016

Time Close: 1:06

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	Insurance	Copies	W9	Total
1	Sieg & Sons Inc.	✓		✓	✓	✓	\$31,700.00
2	Grouting & Subgrade Improvements	✓		✓	✓	✓	\$25,330.00
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Staff Assigned to tabulate bids and make recommendations:

SHAWN D THOMAS
Name

PROJECT MANAGER
Title

Recommendations: Staff will review the bids and present a recommendation to the 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 Fish
(BCC)

Payor Stet
Clerk
Shawn Thomas
Department Representative

Bid #16/17-7, C. R. 218 Bridge Railing Repair

**Scope of Services
(As provided by the Engineering/Public Works Department)**

Contractors must attend the mandatory pre-bid meeting held on December 21, 2016 at 10:00 a.m. to be eligible to bid on this project.

Clay County requests bids to perform repairs to the existing bridge on C.R. 218 at the North Fork of Black Creek (Bridge No. 710048) located near Old Carter Road. A vehicle impact caused damage to the north bridge rail and the north sidewalk/curb fascia in Spans 4 and 5. The repairs shall consist of the following:

1. Replace north bridge rail in spans 4 and 5 from bridge rail post 4-1 through 5-2.
2. Repair spalls at the base of Rail Posts 4-2, 4-3 and 5-1.
3. This repair does not include repairs to the damaged aluminum guard railing.

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.

Maintenance of traffic shall consist of closing one side of the bridge while work is being performed. Two VMS Boards shall be placed in advance of the bridge, one week prior to work and through the duration of the work.

All construction shall be in compliance with the latest edition of FDOT Roadway Design Standards and Specification. Contractor shall provide a 2-year warranty on all workmanship and materials.

The following 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 and Draft Special Accident Inspection Report for additional information.

BID TABULATION COMPARISON
C.R. 218 Bridge Railing Repair
Bid #16/17-7

Schedule of Values				GSI Grouting and Subgrade		Sieg & Sons, Inc.	
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost	UNIT PRICE	Cost
1	Maintenance of Traffic (including 2 VMBs placed 1 week before MOT)	1	LS	\$ 8,995.00	\$ 8,995.00	\$ 10,000.00	\$ 10,000.00
2	Concrete Class II	1	LS	\$ 9,185.00	\$ 9,185.00	\$ 11,700.00	\$ 11,700.00
3	Steel Reinforcement	1	LS	\$ 7,150.00	\$ 7,150.00	\$ 10,000.00	\$ 10,000.00
TOTAL PRICE =					\$ 25,330.00	TOTAL PRICE =	\$ 31,700.00

Bid Invitations Sent to the Following Companies for: Bid #16/17-7, C. R. 218 Bridge Railing Repair

Arrowhead Maintenance, Inc.
Barco-Duval Engineering
J B Coxwell Contracting, Inc.
W R Townsend Contracting, Inc.
Baker Klein Engineering
Michael Baker, Jr., Inc.
Greenman-Pedersen, Inc.
BGCO, Inc.
Hubbard Construction Company
R & B Contracting, Inc.
Vallencourt Construction
Edwards Engineering, Inc.
Hadden Engineering
W W Engineering, Inc.
E & D Contracting Services, Inc.
Ellis & Associates, Inc.
CH2M Hill Engineers
Peters and Yaffee, Inc.
Pars Construction Services, LLC
Bracken Engineering, Inc.
A J Johns, Inc.
Robert R Palmer
Robert Jamieson
Al Tidball
Petticoat-Schmitt
Usina Contracting, Inc.
Anderson Columbia
Archer Western
Hewitt Contracting
Gibbs and Register, Inc.
Burnham Construction, Inc.
Florida Bridge and Transport
Taylor & White, Inc.
Besch & Smith Group, Inc.
DB Civil Works
Kirby Development
Construction Journal
Northpointe Services
J D Hinson Company
G & A Manufacturing
Hanson Professional Services
Watson Civil Construction, Inc.

GWP Construction
T G Utility Company, Inc.
Florida Roads Contracting, LLC
Atkins
Wantman Group
Civil Services, Inc.
Duval Asphalt
R B Baker Construction
Meskel & Associates Engineering
Eisman & Russo, Inc.
Traffic Control Devices
England Thims & Miller, Inc.
G H Underground Construction
Pond & Company
iSqFt/Bidclerk/Construct Connect
Stone Engineering Group
Grimes Utilities, Inc.
Riverstone Construction, LLC
A W A Contracting Co., Inc.
Prime Vendor, Inc.
The Blue Book Network
Evans Contracting Services
Grouting and Subgrade Improvements
Callaway Contracting

SCHEDULE OF VALUES BID #16/17-7, C. R. 218 BRIDGE RAILING REPAIR				
Schedule of Values				
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	Cost
1	Maintenance of Traffic (including 2 VMBs placed 1 week before MOT)	1	LS	\$8,995
2	Concrete Class II	1	LS	\$9,185
3	Steel Reinforcement	1	LS	\$7,150
TOTAL COST =				\$25,330 ✓

Total Price Written in Words: twenty five thousand three
hundred thirty and 00/100 dollars

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.

COMPANY NAME: Grouting & Subgrade Improvements, LLC

Bid #16/17-7, C. R. 218 Bridge Railing Repair

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

CORPORATE DETAILS:

COMPANY NAME: Grouting & Subgrade Improvements, L.L.C.

ADDRESS: 10175 Fortune Parkway, Suite 805
Jacksonville, Florida 32256

TELEPHONE: (904) 519-2324

FAX #: (904) 519-2329

E-MAIL: salibaeng@bellsouth.net

Name of Person submitting Bid: Raymond Saliba

Title: Managing Manager

Signature: 

Date: 01/06/2017

Area Representative Contact Information: same as above

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

(Clarification) Addendum No. 1 Date: 1/4/17 Acknowledged by: 

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

- (1) The prospective Vendor, Grouting & Subgrade Improvements, 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:

Grouting & Subgrade Improvements, L.L.C.

By: 

Signature

Raymond Saliba / Managing Manager

Name and Title

10175 Fortune Parkway, Suite 805

Street Address

Jacksonville, Florida 32256

City, State, Zip

01/06/2017

Date

Scrutinized Companies Certification
[Clay County BID NO. Bid #16/17-7, C. R. 218 Bridge Railing Repair]

Name of Company:¹ Grouting & Subgrade Improvements, L.L.C.

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:

Grouting & Subgrade Improvements, LLC

By: Raymond Saliba

Its Managing Manager

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

GROUT-2

OP ID: AF

DATE (MM/DD/YYYY)

12/13/16

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 Fletcher Stein P. O. Box 50069 Jacksonville Beach, FL 32240-0069 Fletcher Stein	Phone: 904-249-2345	CONTACT NAME:
	Fax: 904-246-7986	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Kinsale Insurance Co.
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

INSURED
Grouting & Subgrade
Improvements, LLC
10175 Fortune Pkwy., Ste. 805
Jacksonville, FL 32256

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		0100033931-1	11/30/16	11/30/17	EACH OCCURRENCE \$ 1,000,000
	<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					MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <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	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CLAYC14

Clay County
P O Box 1366
Green Cove Springs, FL 32043

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

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JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/27/2015 **EXPIRATION DATE:** 12/26/2017

PERSON: SALIBA SANAA

FEIN: 562672001

BUSINESS NAME AND ADDRESS:

GROUTING & SUBGRADE IMPROVEMENTS LLC

GSI

10175 FORTUNE PARKWAY, SUITE 80

JACKSONVILLE FL 32256

SCOPES OF BUSINESS OR TRADE:

LICENSED GENERAL CONTRACTOR	CONCRETE OR CEMENT WORK - FLOOR	CONTRACTOR-PROJECT MANAGER, CO
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Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/19/2016 **EXPIRATION DATE:** 2/18/2018

PERSON: SALIBA RAYMOND

FEIN: 562672001

BUSINESS NAME AND ADDRESS:

GROUTING & SUBGRADE IMPROVEMENTS, LLC

GSI

10175 FORTUNE PARKWAY, SUITE 80

JACKSONVILLE FL 32256

SCOPES OF BUSINESS OR TRADE:

LICENSED GENERAL	CONCRETE OR CEMENT	CONTRACTOR-PROJECT
CONTRACTOR	WORK - FLOO	MANAGER, CO

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)
Grouting & Subgrade Improvements, LLC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **S**

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
10175 fortune Parkway, Suite 805

City, state, and ZIP code
Jacksonville, Florida 32256

Requester's name and address (optional)

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 the "Name" line to avoid backup withholding. For individuals, this is 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.

Social security number

Employer identification number

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

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).

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 4.

Sign Here **Signature of U.S. person ▶** **Sanaa Saliba** Digitally signed by Sanaa Saliba
DN: cn=Sanaa Saliba, o=IRS, email=saliba@irs.gov, c=US
Date: 2017.11.06 11:31:46 -0400 **Date ▶** **11/6/2017**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁵
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁶
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

State of Florida

Department of State

I certify from the records of this office that GROUTING & SUBGRADE IMPROVEMENTS, LLC is a limited liability company organized under the laws of the State of Florida, filed on September 28, 2005, effective October 1, 2005.

The document number of this limited liability company is L05000095466.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on March 28, 2016, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-eighth day of March,
2016*



Ken Detjen
Secretary of State

Tracking Number: CC9673419922

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Licensee Details

Licensee Information

Name: **SALIBA, RAYMOND E (Primary Name)**
GROUTING & SUBGRADE IMPROVEMENTS LLC (DBA Name)
 Main Address: **10175 FORTUNE PARKWAY, SUITE 805**
JACKSONVILLE Florida 32256
 County: **DUVAL**
 License Mailing:
 LicenseLocation:

License Information

License Type: **Certified General Contractor**
 Rank: **Cert General**
 License Number: **CGC1517947**
 Status: **Current,Active**
 Licensure Date: **10/21/2009**
 Expires: **08/31/2018**

Special Qualifications **Qualification Effective**
Construction Business **10/21/2009**

Alternate Names

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **[Customer Contact Center](#)** :: Customer Contact Center: 850.487.1395

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Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified General Contractor	GROUTING & SUBGRADE IMPROVEMENTS LLC	DBA	CGC1517947 Cert General	Current, Active 08/31/2018

Main Address*: 10175 FORTUNE PARKWAY, SUITE 805 JACKSONVILLE, FL 32256

Construction Business Information	GROUTING & SUBGRADE IMPROVEMENTS LLC	Primary	Business Info	Current
-----------------------------------	--	---------	---------------	---------

Main Address*: 10175 FORTUNE PARKWAY SUITE 804 JACKSONVILLE, FL 32256

[Back](#)
[New Search](#)

* denotes

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

[2601 Blair Stone Road, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida, Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 3 Counterpart



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Grouting & Subgrade Improvements, LLC

(Here insert full name and address or legal title of Contractor)

10175 Fortune Parkway, Suite 805, Jacksonville, FL 32256

as Principal, hereinafter called the Principal, and Pennsylvania National Mutual Casualty Insurance

(Here insert full name and address or legal title of Surety)

Company, PO Box 2361, Harrisburg, PA 17105-2361

a corporation duly organized under the laws of the State of PENNSYLVANIA

as Surety, hereinafter called the Surety, are held and firmly bound unto Clay County Florida

(Here insert full name and address or legal title of Owner)

477 Houston St., Green Cove Springs, FL 32043

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

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

(Here insert full name, address and description of project)

16/17-7, C.R. 218 Bridge Railing Repair, Clay County, FL

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

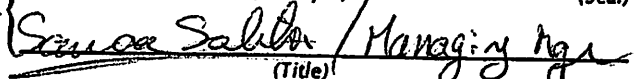
Signed and sealed this 9th day of January 2017


Skannette Saliba (Witness)

Grouting & Subgrade Improvements, LLC

(Principal)

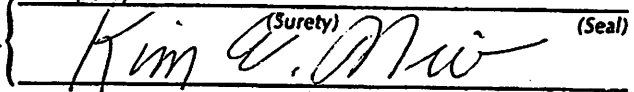
(Seal)


(Title)

Pennsylvania National Mutual Casualty Insurance
Company

(Surety)

(Seal)


(Title)

Kim E. Niv, Attorney-in-Fact
and Florida Licensed Resident Agent

Tammy D. Jones



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

3333

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, DON BRAMLAGE, CHERYL FOLEY, AND GLENN ARVANITIS, ALL OF MAITLAND, FLORIDA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF THREE MILLION DOLLARS ----- (\$3,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON OCTOBER 31, 2025, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

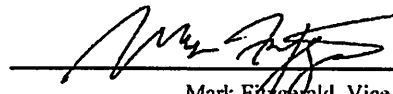
This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on October 30, 2015.



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY


Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin - ss:

On October 30, 2015, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President - Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2016
Member, Pennsylvania Association of Notaries


Notary Public

I, Mark Fitzgerald, Vice President - Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on January 9, 2017.


Vice President - Surety



GSI
Grouting & Subgrade Improvements, LLC
10175 Fortune Pkway, Suite 804
Jacksonville, FL 32256
Ph # (904) 519-2324

RECEIVED
PURCHASING DIVISION

2017 JAN -9 A 10:10

CLAY COUNTY BOARD OF
COMMISSIONERS

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

Receipt for Bid #: 16/17-7

Company Name: GSI

Repair

ldg.
sk

32043

SCHEDULE OF VALUES				
BID #16/17-7, C. R. 218 BRIDGE RAILING REPAIR				
Schedule of Values				
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	Cost
1	Maintenance of Traffic (including 2 VMBs placed 1 week before MOT)	1	LS	\$ 10,000 ⁰⁰
2	Concrete Class II	1	LS	\$ 11,700 ⁰⁰
3	Steel Reinforcement	1	LS	\$ 10,000 ⁰⁰
		TOTAL COST =		\$ 31,700 ⁰⁰ ✓

Total Price Written in Words: Thirty one thousand and
Seven hundred dollars ⁰⁰/₁₀₀

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.

COMPANY NAME: SIEG & SONS INC.

Bid #16/17-7, C. R. 218 Bridge Railing Repair

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

CORPORATE DETAILS:

COMPANY NAME: SIEG & Sons Inc.
ADDRESS: 1731 Langley Ave.
DeLand, FL. 32724
TELEPHONE: 386-734-8295
FAX #: 386-738-7800
E-MAIL: Sieg - Sons@yahoo.com
Name of Person submitting Bid: Charles Sieg
Title: VICE PRESIDENT
Signature: [Signature]
Date: 1/6/17
Area Representative Contact Information: SAME AS ABOVE

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ 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 WE Sieg & Sons, Inc.

1731 Langley Avenue Deland FL 32724

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company

13010 Morris Road, Building One, Suite 150 Alpharetta GA 30004

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto BOARD OF COUNTY COMMISSIONERS CLAY

COUNTY, FLORIDA CLAY COUNTY ADMINISTRATION BLDG., 4TH FLOOR, CONFERENCE ROOM B, 477 HOUSTON ST. GREEN COVE SPRINGS FL 32043

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

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 BID #16/17-7, C.R.218 BRIDGE RAILING REPAIR. PERFORM REPAIRS TO THE EXISTING BRIDGE ON C.R.218 AT THE NORTH FORK OF BLACK CREEK (BRIDGE NO. 710048) LOCATED NEAR OLD CARTER ROAD.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 materials 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 10th day of January 2017.

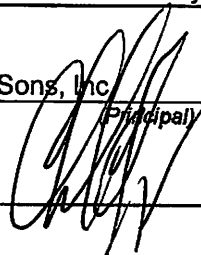


(Witness)

Sieg & Sons, Inc.

(Principal)

By:



VP

(Seal)

(Title)

North American Specialty Insurance Company

(Surety)

(Seal)

By:

Attorney-in-Fact John W. Charlton

(Title)

Lily Rafford

(Witness)



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN W. CHARLTON and D.W. MATSON, III

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


FIFTY MILLION (\$50,000,000.00) DOLLARS

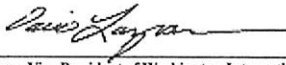
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By 
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

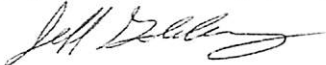
On this 26th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of JANUARY, 2017.


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

01/18/17

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

REQUEST FOR BIDS

Bid No. 16/17-7, C. R. 218 BRIDGE RAILING REPAIR

DUE DATE: Monday January 9, 2017- 4:00 pm
OPEN DATE: Tuesday, January 10, 2017 -1:00 pm



Issued By:
Clay County Board of County Commissioners
Purchasing Division

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

- (1) The prospective Vendor, SIEG & Sons 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:

SIEG & Sons Inc.

By:  V-P
Signature

Charles E. Sieg V-P
Name and Title

1731 Langley Ave. #2
Street Address

Deland, FL. 32724
City, State, Zip

1/9/17
Date

Scrutinized Companies Certification
[Clay County BID NO. Bid #16/17-7, C. R. 218 Bridge Railing Repair]

Name of Company:¹ SIEG & Sons Inc.

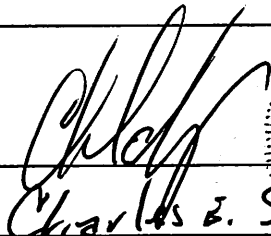
In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan 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:

SIEG & Sons Inc.

(Seal)

By:


Charles E. Sieg

Its V-P

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.

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. Sieg and Sons, 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) ▶ 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. <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	
	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.) 1731 Langley Ave.	Requester's name and address (optional) Clay County 477 Houston St Green Cove Springs FL 32043
	6 City, state, and ZIP code DeLand FL 32724	
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								
5	9		2	5	8	2	8	3 0

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 ▶ <i>Rachel Siegel</i>	Date ▶ <i>1-3-17</i>
------------------	---	----------------------

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2017

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

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

PRODUCER Sihle Insurance Group, Inc. 1300 S. Woodland Blvd. Deland FL 32720		CONTACT NAME: Laurie Cominse PHONE (A/C, No, Ext): 386-736-6444 E-MAIL ADDRESS: lcominse@sihle.com FAX (A/C, No): 386-736-6772													
INSURED Sieg & Sons Inc 1731 Langley Ave Deland FL 32724		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Everest National Ins Co.</td><td>NAIC # 10120</td></tr><tr><td>INSURER B: Liberty Mutual Ins. Group</td><td>23043</td></tr><tr><td>INSURER C: Travelers Property & Casualty Co. o</td><td>36161</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Everest National Ins Co.	NAIC # 10120	INSURER B: Liberty Mutual Ins. Group	23043	INSURER C: Travelers Property & Casualty Co. o	36161	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Everest National Ins Co.	NAIC # 10120														
INSURER B: Liberty Mutual Ins. Group	23043														
INSURER C: Travelers Property & Casualty Co. o	36161														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1442163327

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																				
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PROPERTY DAMAGE (Per accident)	\$																				
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
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C	Equipment Floater			QT-660-4G787581	10/14/2016	10/14/2017	<table border="1"><tr><td>unscheduled leased eq deductible</td><td>150,000</td></tr><tr><td>scheduled equipment</td><td>2,500</td></tr><tr><td></td><td>66,555</td></tr></table>	unscheduled leased eq deductible	150,000	scheduled equipment	2,500		66,555								
unscheduled leased eq deductible	150,000																				
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid # 16/17-7, CR 218 Bridge Railing Repair

CERTIFICATE HOLDER

CANCELLATION

Clay County Administrative 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

Jana Holder

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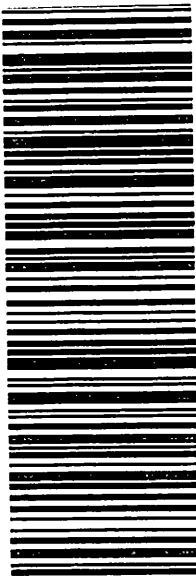
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Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 17 10:00 AM

TO: Finance and Audit Committee

DATE: 1/11/2017

FROM: Administrative and
Contractual Services

SUBJECT:

Re-approval of the 17th Renewal to Agreement #99/00-35 along with sole source designation and advance payment, with Kronos Incorporated for software support services, for a term of one year, at the cost of \$6,823.75. Funding Source: 001-2103-546100 (General Fund / PS-Admin & Comm / Repairs & Maintenance) (L. Mock/T. Nagle)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The 17th renewal was previously approved by the Board on 10/25/2016, however the vendor subsequently requested modifications to the Standard Addendum. Therefore, since the addendum has been modified and the previous Board Chairman no longer holds that position, the Agreement is being submitted for re-approval.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source: General Fund / PS-Admin & Comm / Repairs & Maintenance
Account # 001-2103-546100 Amount \$6,823.75

Sole Source (Yes/No):

Advanced Payment

(Yes/No):

Yes

Yes

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ▣ Kronos Renewal #17 Sole Source Documents
- ▣ Kronos 17th Renewal Agreement

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	1/11/2017 - 1:07 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:32 PM	

CLAY COUNTY, FLORIDA

Sole Source Justification

Vendor: Kronos Incorporated

Commodity: Contract for Telestaff employee scheduling notification solution software support services.

Estimated annual expenditure for the above commodity or service: \$ 6823.75

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (more than one entry will apply to most sole source products/services requested).

1. X SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. _____ SOLE SOURCE REQUEST IS FOR THE ONLY STATE OF FLORIDA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. _____ THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. X THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. _____ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. _____ NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

PS
DEPARTMENT

ALL
DIVISION

9-13-2016
DATE

 / 
DEPARTMENT/DIVISION DIRECTOR

COUNTY MANAGER

(PURCHASING USE ONLY)	<u>SOLE SOURCE AUTHORIZATION</u>
APPROVED BY: _____	DATE: _____
DISAPPROVED BY: _____	DATE: _____
REASON: _____	



Kronos Incorporated
297 Billerica Road
Chelmsford, Massachusetts 01824

(978) 250-9800
Fax (978) 367-5900
www.kronos.com

September 14, 2016

Jason Boree
Clay County MIS Division
2519 State Road 16 W
P.O Box 1366
Green Cove Springs, FL 32043

Dear Mr. Boree:

This letter is to confirm that Kronos® equipment and software (including the Telestaff Software) is sold and serviced only through Kronos district offices or Kronos authorized dealers.

Kronos' authorized seller and maintenance provider of Kronos/Principal Decision Systems equipment in the Green Cove Springs, Florida area is the Kronos office located at:

5405 Cypress Center Drive, Suite 300
Tampa, FL 33609
Phone: (813) 207-0555

Kronos' goal is to handle questions regarding the sole sourcing of Kronos products in a consistent manner, which is why we utilize this letter format. If you have any questions relating to anything in this letter, please feel free to contact me anytime.

Very truly yours,

John O'Brien
Sr. Vice President, Global Sales



CLAY COUNTY FLORIDA

Purchasing Division
P.O. Box 1366
477 Houston Street
4th Floor, Admin Building
Green Cove Springs, FL
32043-0367

Area Code: 904
Phone: 278-3761
529-3761
Fax: 278-3728


County Manager
Stephanie C. Kopelousos

Commissioners:
Wendell Davis
District 1
Wayne Bolla
District 2
Diane Hutchings
District 3
Buck Burney
District 4
Ronnie Robinson
District 5

Switchboard:
GCS (904) 284-6300
KH (352) 473-3711
KL (904) 533-2111
OP/MBG (904) 269-6300

www.claycountygov.com

MEMORANDUM

TO: S.C. Kopelousos, County Manager
FROM: Davis Motes, Deputy Chief 
DATE: September 14, 2016
RE: Kronos Contract

****REQUESTED ACTION:** Approval of agreement with Kronos Incorporated, for support services of the Public Safety Automated Staffing Program.

Background: This contract for support services for Telestaff, the automated employee scheduling and notification solution software, continues service and support for one year. This version maintenance agreement was \$6,000.48 last year, and is increasing to \$6,823.75, due to the addition of the maintenance agreement that was not needed for the first year following the previous migration.

Agreement Term: 10/1/16-9/30/17

Cost: \$6,823.75

Funding Source: 001-2103-546100

Staff Review Comments: Staff recommends approving and continuing our contractual agreement with Kronos Incorporated for the terms and conditions within the agreement for one year.

Advance Payment Required: Yes

Sole Source: Kronos Incorporated, Telestaff automated staffing program, contains product/equipment sold only through and by Kronos. Further, Public Safety's complex process and services are best met with this software/equipment solution and will allow for continuity of service delivery.



**CLAY COUNTY
FLORIDA**

Public Safety Department

Clay County Fire Rescue
P.O. Box 1366
2519 State Road 16 W
Green Cove Springs, FL
32043

Area code: 904
Phone: 284-7703
Fax: 284-7144

County Manager
Stephaine C. Kopelousos

Commissioners:

Wendell Davis
District 1
Wayne Bolla
District 2
Diane Hutchings
District 3
Buck Burney
District 4
Ronnie Robinson
District 5

Switchboard:

GCS (904) 284-6300
KH (352) 473-3711
KL (904) 533-2111
OP/MBG (904) 269-6300

www.claycountygov.com

MEMORANDUM

TO: S.C. Kopelousos, County Manager

FROM: David Motes, Deputy Chief

A handwritten signature in dark ink, appearing to be "DM", enclosed within a circular scribble.

RE: Krono's Incorporated-Advance Payment Justification

Public Safety request advance payment for this service. This is a software & support contract for Telestaff. Krono's requires payment before providing the continued support and licensing of their software.

Please continue to provide advance payment.

Sincerely,

David Motes

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC F+N 1-17-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	1/10/2017	
Staff Member Preparing Form:	Whitney Davis / David Motes	
Department Submitting Contract:	Public Safety	
Vendor Name:	Kronos Incorporated	
Contract Title:	Kronos Support Services Agreement 17 th Renewal	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	Y	(N)
2. (Renewal) Amend./Supplement	(Y)	N
3. Sole Source ** (explain below)	(Y**)	N
4. Quotes/bid policy met	(Y)	N
5. Need to waive bid policy	Y	(N)
6. Automatic renewal	n/a	(N)
7. Standard Addendum Executed	Y	(N)
8. Advance Payment Required	(Y)	N
9. Contract Amount (*Detail negotiation efforts below) \$6,823.75		
10. Last Year's Price (*If increase explain below) \$6,000.48		
11. Date of Original Contract 12/14/1999		
12. Number of Renewals 17		
13. Length of Term 1-year		
Requested Action: Support Services		
Funding Source Account Number: 001-2103-546100 Account Name: GenFund/PSAdmin/Comm-Repair & Maintenance		
Background/Purpose: This maintenance Agreement is increasing to \$6,823.75 due to the Addition of the maintenance agreement that was not needed for the first year following the Previous migration. ***Advanced Payment is Requested***		

Approvals

Purchasing: <i>[Signature]</i>	No Changes	With Changes
Review Date: 01-11-17	✓	

Recommended Changes: _____

Budget: <i>[Signature]</i>	No Changes	With Changes
Review Date: 1-11-17	✓	

Finance: <i>[Signature]</i>	No Changes	With Changes
Review Date: 1-11-17	✓	

*Price Negotiation Efforts: _____

County Attorney: <i>[Signature]</i>	No Changes	With Changes
Review Date: 1-11-17	✓	

** Sole Source Explanation: See attached documentation.

**SEVENTEENTH RENEWAL TO
AGREEMENT/CONTRACT #99/00-35**

THIS SEVENTEENTH RENEWAL TO AGREEMENT #99/00-35 is entered into as of this _____ day of _____, 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "COUNTY") AND KRONOS INCORPORATED (hereinafter referred to as the "CONTRACTOR"), whose address is 297 Billerica Road, Chelmsford, MA 01824.

WHEREAS, the parties previously entered into Agreement #99/00-35, dated December 14, 1999 (the AGREEMENT), a copy of which is incorporated herein and attached as Exhibit-B, whereby the CONTRACTOR agreed to provide telecommunications and computer technology services; and

WHEREAS, the Agreement will expire on September 30, 2016; and

WHEREAS, the County and the CONTRACTOR desire to reinstate and renew the terms of the Agreement; and

WHEREAS, the CONTRACTOR is deemed to be a sole-source provider of said telecommunications and computer technology services; and

WHEREAS, the County Standard Addendum to ALL Contracts and Agreements and the Scrutinized Companies Certification are both attached and made a part hereof; and

WHEREAS, the COUNTY and the CONTRACTOR hereby desire to enter into this 17th renewal of the AGREEMENT for an additional year at the prices stated in Exhibit-A, which is attached hereto and made a part hereof.

W I T N E S S E T H

IN CONSIDERATION of the foregoing RECITALS, the parties agree as follows:

- 1. The AGREEMENT is renewed for a period commencing October 1, 2016, and continuing through September 30, 2017.**
- 2. The annual contract amount for this Seventeenth Renewal is \$6823.75, payable in advance.**

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

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

KRONOS INCORPORATED
297 BILLERICA ROAD
CHELMSFORD, MA 01824

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

By: _____

By: _____
Wayne Bolla, Chairman

(PRINT NAME)

ATTEST FOR CLAY COUNTY:

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



Exhibit - A

Support Services Quote

Page 1 of 2

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CLAY COUNTY FIRE
Solution ID: 6104155
Contract #: 1188928 R02-JUN-16
Date: 13-JUL-2016
Prepared by: Kimberly Jedrey / US Southeast6

Bill To: CLAY COUNTY FIRE
2519 ST RD 16 W.
GREEN COVE SPRINGS FL 32043
UNITED STATES

Ship To: CLAY COUNTY FIRE
2519 ST RD 16 W.
GREEN COVE SPRINGS FL 32043
UNITED STATES

Contact: JASON BOREE
Email: Jason.Boree@claycountygov.com

CONTRACT SUMMARY

Contract Period: 01-OCT-2016 - 30-SEP-2017

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	\$6,823.75	\$0.00	\$6,823.75
Total	\$6,823.75	\$0.00	\$6,823.75

Annualized Contract Value: \$6,823.75

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

This renewal quote entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Lead Agency (acting as the "Owner") and Kronos Incorporated (as the Contractor), as amended."

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

Clay County Board of County Commissioners

~~CLAY COUNTY FIRE~~

KRONOS INCORPORATED

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

S.C. Kopelousos
County Manager &
Ex-officio Clerk of the Board



Exhibit-A

Support Services Quote

Page 2 of 2

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CLAY COUNTY FIRE
Solution ID: 6104155
Contract #: 1188928 R02-JUN-16
Date:
Prepared by: Kimberly Jedrey / US Southeast6

Bill To: CLAY COUNTY BOARD OF COMMISSIONERS
PO BOX 1366
GREEN COVE SPRINGS FL 32043
UNITED STATES

Ship To: CLAY COUNTY FIRE
2519 ST RD 16 W.
GREEN COVE SPRINGS FL 32043
UNITED STATES

Contact: JASON BOREE
Email: Jason.Boree@claycountygov.com

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Platinum	WORKFORCE TELESTAFF CONTACT MANAGER V4	200	01-OCT-2016	30-SEP-2017	365
2	Platinum	WORKFORCE TELESTAFF ENTERPRISE V4	200	01-OCT-2016	30-SEP-2017	365
3	Platinum	WORKFORCE TELESTAFF GLOBAL ACCESS V4	200	01-OCT-2016	30-SEP-2017	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	\$6,823.75	\$0.00	\$6,823.75

**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. 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, such number of days currently 45 days from receipt of invoice

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received.

(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) Except for claims for injunctive relief or other equitable relief, in the event a controversy, dispute or disagreement arises between Contractor and County with respect to any matter arising out of this Agreement which cannot be resolved in the normal course, either party may escalate any such controversy, dispute or disagreement as follows: Within ten (10) business days of a written request by either party, County's designated project manager and Contractor's Project Manager/Account Executive shall meet and attempt to resolve the issue amicably and expeditiously. If these parties cannot resolve the issue within ten (10) business days of the meeting, then the issue shall be submitted to County's designated executive and Contractor's designated executive. If these parties cannot resolve the issue within fifteen (15) business days of submission to them, then the issue shall be submitted for resolution to County's designated senior executive and Contractor's designated senior executive. If the parties are still unable to resolve their dispute, they shall be free to pursue such other remedies as they deem appropriate subject to the terms of this Agreement.

2. Contractor represents that it does not and will not use subcontractors for support services or professional services.

3. Intentionally Deleted

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. Contractor represents that there is no travel in connection with the services rendered and thus no travel expenses will be incurred for reimbursement.

7. Intentionally Deleted

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. The County also acknowledges that Contractor is not obligated to refund any prepaid fees.

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: Kronos Incorporated

By: _____

Printed Name: _____

Title: _____

Scrutinized Companies Certification

[Clay County: Support Services Agreement]
INSERT PROJECT NAME

Name of Company:¹ Kronos Incorporated

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:

Kronos Incorporated

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.

CLAY COUNTY
AGREEMENT/CONTRACT # 99/00-35

Exhibit B

TELESTAFF LICENSE AGREEMENT

This Agreement ("AGREEMENT") made by and between Principal Decision Systems International ("PDSI"), that has its principal place of business at 34 Executive Park, Suite 210, Irvine, CA 92614, and CLAY COUNTY BOARD OF COUNTY COMMISSIONERS ("CUSTOMER"), that has its principal place of business at 1 DOCTORS DRIVE, GREEN COVE SPRINGS, FL 32042, shall be subject to the following terms and conditions:

Witnesseth:

Whereas, PDSI has developed a telecommunications/computer technology which consists of certain hardware and software known as TELESTAFF; and

Whereas, PDSI imposes certain license requirements on customers desirous of purchasing a license for TELESTAFF; and

Whereas, CUSTOMER wishes to contract with PDSI to: (1) install TELESTAFF, (2) implement a license to use TELESTAFF, (3) configure TELESTAFF and train CUSTOMER on its use, and (4) as applicable, implement all licenses necessary to use TELESTAFF; and

Whereas, PDSI is willing to contract with CUSTOMER to: (1) install TELESTAFF, (2) grant CUSTOMER a license to use TELESTAFF, (3) configure TELESTAFF and train CUSTOMER on its use, and (4) as applicable, grant all licenses necessary to use TELESTAFF;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, PDSI and CUSTOMER do hereby agree as follows:

- Ownership of TELESTAFF.** The parties recognize and acknowledge that ownership of TELESTAFF shall remain with PDSI.
 - License.** Except as provided herein at paragraph 2(b), PDSI hereby grants to CUSTOMER a license to use TELESTAFF in object code form. CUSTOMER shall abide by the terms and conditions of this license as stated herein.
 - Components of License.** The TELESTAFF License shall consist of the right to use that certain hardware and software that collectively constitute TELESTAFF.
- Copyright and Proprietary Protection.**
 - TELESTAFF is owned by PDSI, and is protected by United States and International copyright laws and International trade provisions. CUSTOMER must treat TELESTAFF like any other copyrighted material. This License and CUSTOMER's right to use TELESTAFF shall terminate automatically if CUSTOMER violates any part of this AGREEMENT. In the event of termination for any reason other than non-renewal of Service and Support as described herein at Section 11, CUSTOMER must immediately return TELESTAFF and accompanying documentation to PDSI.
 - CUSTOMER shall not:
 - Modify TELESTAFF and/or merge it into another program for CUSTOMER use except by express, written permission from PDSI. Any portion of TELESTAFF merged into another program following the express, written permission from PDSI will be subject to the terms of this AGREEMENT;
 - Reverse engineer, disassemble, decompile, or make any attempt to discover the source code or methodology of TELESTAFF.
- Execution Date.** The Execution Date is defined as the date this AGREEMENT is signed by an authorized agent of CUSTOMER.
- Term.** This AGREEMENT is effective and binding upon PDSI and CUSTOMER upon the Execution Date as defined in paragraph 3 herein and shall remain in effect for a term of one (1) year, unless terminated as provided herein. On each anniversary date thereafter, this AGREEMENT may renew for a term of one (1) year, subject to execution of a renewal agreement.
- Product Options.** The following constitutes a complete list of all TELESTAFF components available in connection with the use of TELESTAFF. See Appendix A for the definition of TELESTAFF Hardware Components and Appendix B for the definition of Implementation Services. CUSTOMER does hereby agree to purchase from PDSI the selected items in consideration for the corresponding fees indicated as applicable:

Initial	Component	Fee
<input type="checkbox"/>	TELESTAFF Software License for 200 Users	\$ 23,040
<input type="checkbox"/>	TELESTAFF Hardware Components	\$ 5,000
<input type="checkbox"/>	TELESTAFF Implementation Services	\$ 6,000
<input type="checkbox"/>	TELESTAFF final payment,	\$ 4,800
<input type="checkbox"/>	TELESTAFF database users, twelve (12)	No Charge

- Pricing.** PDSI agrees to the fees reflected above in paragraph 5 for 45 days after November 16, 1999

Exhibit B

7. **Payments.** CUSTOMER agrees that all pricing and amounts due hereunder are based on United States currency. CUSTOMER does hereby agree to the payment terms for each component.

Initial	Component	Due
<input type="checkbox"/>	TELESTAFF Software License and applicable Sales Tax	On Execution Date
<input type="checkbox"/>	TELESTAFF Hardware Components	Net 30 Days from Execution Date
<input type="checkbox"/>	TELESTAFF Implementation Services	Net 60 Days from Execution Date
<input type="checkbox"/>	TELESTAFF final payment	Due six (6) months after execution of contract

8. **Travel Expenses.** CUSTOMER agrees to pay for all travel related to the TELESTAFF Implementation Services. Implementation services for training and configuration are described in appendix B. For on-site travel by PDSI, CUSTOMER agrees to reimburse PDSI for all customary travel expenses including airfare, meals, lodging and ground transportation immediately, upon invoice. It is not customary for PDSI to do any on-site travel.
9. **Additional Components.** If additional hardware and/or software are required for additional usage, other enhancements, or add-on options, CUSTOMER agrees to pay for any and all hardware and/or software required for supporting additional TELESTAFF usage, enhancements and/or other add-on options.
10. **Implementation Services.** Implementation Services include configuration of TELESTAFF as defined in Appendix B. CUSTOMER acknowledges that additional training and/or reconfiguration requested by CUSTOMER will be at an additional cost.
11. **Service and Support.** Service and Support of TELESTAFF is provided at no additional charge during the first twelve (12) months following the Execution Date. See Appendix C for the definition of TELESTAFF Service and Support. CUSTOMER does hereby acknowledge that on each anniversary of the Execution Date, CUSTOMER may renew service and support under the following events:

Initial	Event	Payment
<input type="checkbox"/>	1 st Anniversary of the Execution Date	\$4,608
<input type="checkbox"/>	Subsequent anniversaries during term	5% maximum increase over previous period

Should CUSTOMER elect not to renew Service and Support on the anniversary of any Execution Date, CUSTOMER acknowledges that any subsequent re-enrollment for Service and Support will only be accepted by PDSI after CUSTOMER cures the previous lapse in Service and Support by paying PDSI the Service and Support fee for the lapsed periods. PDSI reserves the right to discontinue Service and Support of previous releases of TeleStaff as defined in Appendix C.

12. **Limited Warranty.** PDSI WARRANTS TELESTAFF TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND TO OPERATE IN ACCORDANCE WITH TELESTAFF USER MANUALS. HOWEVER, PDSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN TELESTAFF WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF TELESTAFF WILL BE UNINTERRUPTED OR ERROR FREE. THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. **Limitation of Liability.** PDSI'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES SHALL BE THE REPLACEMENT OF TELESTAFF UPON NOTIFICATION OF REPORTED DEFICIENCIES. IN NO EVENT WILL PDSI BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY CLAIMS OR DAMAGES, INCLUDING ANY LOST WAGES, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE TELESTAFF EVEN IF PDSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD PDSI HARMLESS FOR ANY SUCH CLAIMS.
14. **Termination.** This AGREEMENT shall terminate upon the following events:
- In the case of an event of default (if CUSTOMER or PDSI fails to satisfy any of its respective covenants, duties or obligations under this AGREEMENT), the non-defaulting party shall have the option to terminate this AGREEMENT. In the event of default, the non-defaulting party shall give written notice to the defaulting party of the alleged default and give such party at least thirty (30) days in which to cure the alleged default. If the defaulting party does not satisfactorily cure its default, the non-defaulting party has the right to terminate upon thirty (30) days additional written notice stating the defaulting party's failure to cure the default;
 - By mutual consent between both parties;
 - After the initial term of the AGREEMENT, upon ninety (90) days written notice to the other party.
15. **Confidentiality.** CUSTOMER and PDSI agree that confidentiality survives expiration or sooner termination of this AGREEMENT.

Exhibit B

18. Miscellaneous Provisions.

- (a) Amendments. This AGREEMENT shall not be modified or amended except by another agreement in writing executed by the parties hereto.
- (b) Entire Agreement. This AGREEMENT, including Appendices A, B and C attached hereto, supersedes all prior discussions, understanding and agreement between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein.
- (c) Governing Law. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.
- (d) Notices. All notices, requests, demands and/or other communications required or permitted to be given or made by this AGREEMENT shall be in writing and shall be delivered by commercial overnight delivery services which provides for receipt, or mailed by certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses referenced above. Any party may change its address for purposes of this AGREEMENT by notice in writing to the other party.
- (e) No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy or partial exercise of any right, power or remedy by any party will preclude any other or future exercise of any other right, power or remedy or partial right, power or remedy. No express waiver of assent by any party hereto to any default in any term or condition of this AGREEMENT shall constitute a waiver of or an assent to any succeeding default in the same or any other term or condition hereof.
- (f) Assignability. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, assigns and personal representatives.
- (g) Year 2000 Compliant. TELESTAFF is year 2000 compliant.
- (h) Clay county standard addendum attached as addendum D and made a part hereof.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the day and year first above written.

PDSI

By:

Title:

Nathan Plancovic
Account Executive

Date: November 16, 1999

Board of County Commissioners, Clay County, FL
(CUSTOMER)

By:

Title:

George A. Bush
Chairman

Date:

12/14/99

ATTEST:

Robert M. Wilson [Seal]

Robert M. Wilson
County Manager and Clerk of the
Board of County Commissioners

Appendix A - TeleStaff Hardware Components

For the fee specified in paragraph 5 of this AGREEMENT, PDSI will procure and configure appropriate hardware and related software components (a) not supplied by CUSTOMER and (b) necessary for operation of the TeleStaff server and will deliver the configured hardware system to CUSTOMER. Hardware necessary for the operation of TeleStaff includes:

- PC system capable of operating the TeleStaff software for CUSTOMER ⁽¹⁾
- Telephony hardware to support TeleStaff's telephone features
- SQL Database Server software ⁽²⁾
- Remote communication software for remote diagnostics

PDSI recommends PC systems from Dell Computer Corporation. As Dell frequently changes and introduces new models and configurations, PDSI does not recommend a specific Dell model number. However, hardware components must include, at minimum, the following:

- Intel Pentium II 450 MHz processor or
- 128 MB or greater RAM
- 6 GB or larger Hard Drive
- 32x CD-ROM drive
- 17" or larger SVGA Monitor
- Tape Backup
- 56K V.90 Modem
- Multimedia with speakers and microphone
- Keyboard and mouse
- Microsoft Windows NT Workstation 4.0
- Next day on site service by manufacturer
- Sybase SQLAnywhere 12 - User database
- Dialogic 4 - Line Telephony system ⁽³⁾
- Laplink Remote Communications software

IMPORTANT NOTES:

- (1) Whether CUSTOMER purchases hardware through PDSI or supplies its own hardware (subject to the above requirements), PDSI's hardware services include installation of Sybase database server software, Dialogic Telephony hardware and Laplink remote communications software on the PC hardware. If CUSTOMER supplies some or all of its own hardware components, CUSTOMER agrees to ship all hardware (at CUSTOMER's cost) to PDSI for installation and testing. Should hardware supplied by CUSTOMER not meet the above minimum requirements and/or not allow correct operation of TeleStaff, PDSI reserves the right to request replacement hardware from CUSTOMER or purchase at CUSTOMER's expense necessary hardware components. CUSTOMER may connect additional PCs to the TeleStaff system by installing the TeleStaff client software (included) provided they are connected to the TeleStaff system by a network using the TCP/IP protocol. TeleStaff is compatible with connected PCs running the Windows 95, 98 or NT operating system.
- (2) The database software specified above will allow Twelve (12) concurrent connections to the TeleStaff database by PCs on a network. Although the TeleStaff client software may be installed on any number of PCs, the database software will allow only twelve concurrent connections. As a user logs off TeleStaff, a connection is released and made available to other users. Access to TeleStaff by telephone DOES NOT consume a database server connection; only access by PCs consume database connections. The database server software may be upgraded to enable additional concurrent connections.
- (3) The Dialogic Telephony system specified above supports any combination of up to four (4) simultaneous inbound and outbound connections by telephone. PDSI recommends that CUSTOMER connect four dedicated telephone lines to the Dialogic Telephony hardware (installed in the PC). Further, CUSTOMER should provide one telephone number to staff members which when dialed automatically attaches to the next available telephone line. Additional Dialogic Telephony components may be purchased to provide additional telephone connections.
- (4) Hardware and related software supplied by CUSTOMER under this agreement : _____

Appendix B - TeleStaff Implementation Services Partnership Agreement

For the fee specified in paragraph 5 of this AGREEMENT, PDSI will train CUSTOMER staffing administrators on the operation of TeleStaff and then assist the CUSTOMER in configuring the TeleStaff system with CUSTOMER's data. The following steps comprise the TeleStaff implementation services:

- Hand-Off:** During this initial phase, the appropriate PDSI account representative transfers information on the CUSTOMER to the PDSI Implementation Manager (IM). The IM is a project manager who is responsible for coordinating all activities necessary to implement TeleStaff for the CUSTOMER. During this phase, PDSI will send to CUSTOMER a Configuration Packet containing a list of data items for the CUSTOMER to begin collecting.
- Pre-Configuration:** During the Pre-Configuration phase, the IM and CUSTOMER hold a conference call to review the Configuration Packet and to establish CUSTOMER contacts required by PDSI during the implementation process.
- Training:** The TeleStaff training course is a train-the-trainer format intended for the CUSTOMER's administrators of the TeleStaff system (defined as knowledgeable of CUSTOMER's staffing rules, PC literate and empowered to make staffing decisions). TeleStaff training is a hands-on and workbook guided course at a PDSI training facility that uses demonstration data in order to cover all necessary TeleStaff features. It also includes instruction on how to enter CUSTOMER data into TeleStaff. Prior to the CUSTOMER's 'live' data, the trained CUSTOMER administrators will perform end-user training (including training on the use of the telephone) to CUSTOMER staff members. The TeleStaff training course will take up to two 8- hour days to complete, and is limited to two (2) staff members.
- Data:** During the Data phase, CUSTOMER gathers data as specified in the Configuration Packet and enters this data (with PDSI's telephone assistance) into TeleStaff. After a PDSI Data Analyst reviews the data, PDSI and CUSTOMER complete a Data Quality review and sign-off.
- Configuration:** During the Configuration phase, a PDSI Configuration Analyst and the CUSTOMER administrator(s) configure TeleStaff for CUSTOMER using CUSTOMER's business rules. The configuration process occurs at PDSI and is allocated 24 hours of time. At its option, CUSTOMER may extend the configuration process for an additional fee. Also during this phase, PDSI provides CUSTOMER with all necessary installation documentation and ships the TeleStaff hardware to CUSTOMER. The phase ends with a configuration walk-through and sign-off by CUSTOMER.

For information on additional advanced training courses offered by PDSI, please contact your TeleStaff Implementation Manager or your Account Executive.

Appendix C – TeleStaff Service and Support

All Software Errors reported by CUSTOMER shall be resolved as set forth below. Initial response by PDSI will be based upon CUSTOMER's full description of the problem. Resolution response will be based upon the priority assigned by PDSI as defined below. If CUSTOMER determines that a Software Error exists, CUSTOMER shall notify PDSI by telephone. Telephone notification will be made to PDSI's support line at (800) 850-7374.

"Normal Business Hours" are 8:00 AM through 5:00 PM (Pacific Standard Time), Monday through Friday, excluding holidays.

The main support line will be answered either by an attendant or automated attendant at all hours. During Normal Business Hours, each trouble report will be assigned a Help Desk Log Number. The Log Number shall be used for all subsequent inquiries relating to the original problem. During Normal Business Hours, the attendant will ring the TeleStaff Support Department and the call will be handled according to the priority assigned by PDSI. In the case of priority-one problems, as noted below, CUSTOMER may be able to speak directly to a TeleStaff Support Representative if one is available. Outside of Normal Business Hours, Priority 1 support, as described in this appendix, will be made available through a pager system. The phone number is 800-850-7374. Priority 1 support is available 24 hours per day, 7 days per week to CUSTOMER's with LIVE status. All other problems will be handled on a callback basis. If requested or so stipulated in the response time criteria below, a PDSI representative will return the call in a manner consistent with the priority and order in which the call was received. CUSTOMER shall make every effort to respond to PDSI in a timely fashion when requests are made to follow-up calls or additional documentation on the reported problem.

CUSTOMER's subscribing to optional dial-in support shall provide PDSI with a dedicated and separate standard telephone data modem line where the Server resides. CUSTOMER shall additionally provide a voice telephone line located in each such area to allow simultaneous voice and data access.

Priorities are assigned as follows:

Priority One

Hours of Availability:	24 hours/day, 7 days/week
Description:	A critical software error that severely impacts the ability of CUSTOMER to perform ALL automated staffing functions (TeleStaff is down). This level of priority is only available to CUSTOMER's that are using TeleStaff in a production environment (LIVE accounts ONLY).
Initial Response:	During Normal Business Hours, immediate response if a Support Representative is available. Otherwise, PDSI will respond with a call back within one hour. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within two hours.
Resolution Response:	PDSI will work aggressively to provide CUSTOMER with a workaround solution or to completely resolve the problem.
Notification:	It is the responsibility of CUSTOMER to alert PDSI of a possible Priority-One issue. PDSI will update CUSTOMER of progress frequently during problem resolution and notify CUSTOMER once the workaround has been provided or the problem has been resolved.

Appendix C -- TeleStaff Service and Support (Continued)

Priority Two

Hours of Availability:	Normal Business Hours: Monday through Friday, 8:00 AM to 5:00 PM, Pacific Standard Time.
Description:	A non-critical software error, which prevents the user from performing a data entry or system administration function. These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.
Initial Response:	During Normal Business Hours, PDSI will respond with a call back within three hours. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within twenty-four hours.
Resolution Response:	PDSI will provide a workaround for CUSTOMER when possible within an average of twenty-four (24) hours. PDSI will provide a problem resolution in the form of an Upgrade or modification to the Software in an upcoming Update.
Notification:	PDSI will notify CUSTOMER when a workaround has been provided or the problem has been resolved.

Priority Three

Hours of Availability:	Normal Business Hours: Monday through Friday, 8:00 AM to 5:00 PM, Pacific Time.
Description:	All other software or documentation errors not described above. These include but are not limited to: <ul style="list-style-type: none">• Reporting errors or calculation problems• Documentation inaccuracies• Cosmetic issues• Misspellings• Product Enhancement requests• Questions or inquiries relating to TeleStaff Software functionality, system administration or installation
Initial Response:	PDSI will respond to these items if specifically requested to do so at the time of the request. If a reply is requested, PDSI will respond within an average of twenty-four (24) hours during Normal Business Hours.
Resolution Response:	PDSI will correct documentation errors in upcoming releases of the documentation.
Notification:	If requested, PDSI will notify the local CUSTOMER when a workaround has been provided or the problem has been resolved.

TeleStaff Enhancements

The TeleStaff version number consists of three numbers that define the type of product release. The format of the TeleStaff version number is:

Version X.YZ where

- Changes in X represent a significant change in product functionality (Major Release)
- Changes in Y represent an enhancement to the product that increases functionality within the existing Major Release and is typical of an evolving product (Enhancement Release)
- Changes in Z represents a minor change to the program to accommodate a software error or cosmetic change (Update Release)

Under the TeleStaff Service and Support plan, CUSTOMERS will receive Update Releases and Enhancement Releases as they become available at no additional charge. Major Releases will be available for an additional fee.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 17 10:00 AM

TO: Committee

DATE:

FROM: MIS

SUBJECT:

Approval to purchase from Handpunch Guys LLC. five pre-owned HandPunch biometric time clocks in the total amount of \$6,970.00. As required in the Purchasing Policy, the Board must authorize the purchase of previously owned goods, materials, supplies or equipment. Funding Sources: 001-0107-564100 & 552700 (General Fund - MIS - M&E-Capitalized & Computer Software) (T. Nagle)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Chapter 5 – Purchasing Rules (C) (11) – Exceptions to the competitive procurement requirements:

(a) Used goods, materials, supplies or equipment. The Board may, without resort to the requirements of this Chapter 5, authorize the purchase of previously owned goods, materials, supplies or equipment whenever the same shall be offered for sale below the normal cost for the same or similar new or unused items and whenever said purchase shall be deemed by separate action of the Board to be in the best interest of the County.

Comparison of the cost new and other similar used equipment attached.- Two quotes for new clocks were received: Handpunch = \$10,470 & StrictlyTech = \$8,245

This purchase is part of the overall time card system to be installed at various County Departments

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes\No\N/A):

Yes

Funding Sources: General Fund - MIS - M&E-Capitalized & Computer Software
Account # 001-0107-564100 Amount \$5,975.00
Account # 001-0107-552700 Amount \$995.00

Sole Source (Yes\No): Advanced Payment
No (Yes\No):
 No

Planning Requirements:
Public Hearing Required (Yes\No):
No

Hearing Type:

Initiated By:

n/a

ATTACHMENTS:

Description

- ▣ time clock purchase

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	1/12/2017 - 2:47 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:32 PM	



Vendor # 905880
DBA/for LLC
Biometric Time Clock Systems
672 Dogwood Ave., Suite 223
Franklin Square, NY 11010
Phone 516-385-5661
biometrictimeclocksystems.com

NEW = HandPunch Biometric Time Clock System

- Five HandPunch Biometric Time Clocks with Ethernet (\$1,895 each)
- One Year Time Clock Maintenance (Covers all parts and labor except for damage caused by vandalism, misuse, or "Acts of God")
- Time & Attendance Software for clock management (250 employees) \$995
- 90 Days Unlimited Software Support (Phone & GoToMeeting)
- Implementation, Configuration and Training

Total Cost \$10,470

~~Preowned HandPunch Biometric Time Clock System~~

- Five Preowned HandPunch Biometric Time Clocks with Ethernet (\$1,195 each)
- One Year Time Clock Maintenance (Covers all parts and labor except for damage caused by vandalism, misuse, or "Acts of God")
- Time & Attendance Software for clock management (250 employees) \$995
- 90 Days Unlimited Software Support (Phone & GoToMeeting)
- Implementation, Configuration and Training

Total Cost \$6,970

1195 ea
x 5
5975.00
995
6970.00

Terms: Prepaid
Shipping fee will be included on final invoice.
This quote is good for 30 days.



Strictly Technology
5381 NW 33rd Avenue
Suite 101
Fort Lauderdale, Florida 33309
United States
(P) (954) 606-5440
(F) (954) 606-5441

Quotation (Open)

Date

Nov 09, 2016 02:29 PM
EST

Doc #

22524 - rev 1 of 1

Description

Schlage Biometric HandPunch HP3000

SalesRep

McLeod, Ethan
(P) 9546065440
(F) 9546065441

Customer Contact

Chris, Lewis
(P) 904-278-3709
Christopher.Lewis@claycountygov.com

Customer

Clay County FL (13-706)
Chris, Lewis
PO Box 1366
Green Cove Springs, FL 32043
United States
(P) 904-278-3765

Bill To

Clay County FL
Melinda, Sturdivant
PO Box 1366
Green Cove Springs, FL 32043
United States
(P) 904-278-3765

Ship To

ICT Information & Comm
Technology
Melinda, Sturdivant
2519 State Rd 16 W
Green Cove Springs, FL 32043
United States
(P) 904-278-3765

Customer PO:**Terms:**

Undefined

Ship Via:

FedEx Ground

Special Instructions:**Carrier Account #:**

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Schlage Biometric HandPunch HP3000 (RS232 Serial Connection) Hand Geometry Reader	HP-3000-F3	Yes	1	\$1,649.00	\$1,649.00

*similar item
software incl.
see email*

Quoted price may reflect manufacture incentives, special discounts, rebates and quantities. Changes to this quote may affect pricing. Contact your sales representative for more information.

Prices exclude applicable taxes, insurance, shipping and special handling charges unless stated. All prices are subject to change without notice. Supply subject to availability.

Subtotal: \$1,649.00
Tax (0.000%): \$0.00
Shipping: \$0.00
Total: \$1,649.00

85
New = 8245.00

REQUISITION FORM

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1366
GREEN COVE SPRINGS, FLORIDA 32043

10/17

REQUEST DATE: 10-26-16

REQUISITION # 1700072283

VENDOR	DEPARTMENT	SHIP TO (IF DIFFERENT FROM DEPARTMENT)
Number <u>905880</u>	Dept./Division# <u>0107</u>	Contact/Code _____
Name <u>Handpunch Guys LLC</u>	Requisition By <u>M. Sturdivant</u>	Phone/Ext # _____
Address _____	Approved By <u>[Signature]</u>	Address _____
	Approval Date <u>10/24/16</u>	
	Required By Date _____	

☐ BLANKET PURCHASE ORDER

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	FUND ACCOUNT NUMBER
1	Five pre-owned handpunch	5	1195.00	5,975.00	001 - 0107 - 564100
	Biometric time clocks w/ ethernet - various locations				- -
	Software Time & Attendance		995	995	001 - 0107 - 552700
	Quote attached				- -
	2 no quotes attached				- -
	Handpunch Guys	5975.00	time clocks		- -
	Software	995.00			- -
		6970.00			- -
	No Quote strictly Tech	8245.00			- -
	Modern Enterprise				- -
	TIG				- -
	Troy Nagle				- -
Bid/Contract No. _____ (Documentation Attached)				Shipping & Handling	- -
Sole Source Provider (Documentation Attached)				TOTAL	697400
Work Order No. _____					

\$100.00 - \$4,999.99 Department Head/County Manager Approval
\$5,000.00 - \$14,999.99 County Manager Approval (3 Verbal Quotes - Document Attached)
\$15,000.00 - \$24,999.99 County Manager Approval (3 Written Quotes - Document Attached)
\$25,000.00 > Board Approval

Date _____ Item # _____

GOODS AND SERVICES SHALL NOT, UNDER ANY CIRCUMSTANCES, BE ORDERED BY ANY COUNTY EMPLOYEE FROM ANY VENDOR, AT ANY TIME, WITHOUT FIRST OBTAINING A PURCHASE ORDER. FAILURE ON THE PART OF ANY EMPLOYEE TO FOLLOW THESE PROCEDURES SHALL SUBJECT THAT EMPLOYEE TO THE GRADUATED DISCIPLINARY PROCESS AS DESCRIBED IN THE PERSONNEL POLICIES MANUAL, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT. THE COUNTY WILL NOT BE LIABLE FOR PAYMENT FOR GOODS OR SERVICES THAT ARE ORDERED IN VIOLATION OF THIS POLICY.

APPROVED BY: _____
Purchasing Officer

APPROVED BY: _____
County Manager

contract. The County Manager may delegate this authority as provided to the Purchasing Officer.

- (d) Public Auctions. The Board may waive compliance with the requirements of this Chapter 5 to purchase previously owned or used goods, materials or supplies, whenever such are offered for sale at public auction below normal cost, and whenever said purchase shall be deemed by separate action of the Board to be in the best interests of the County. Such waiver shall be requested prior to any purchase of any goods, materials or supplies offered for sale at public auction as defined in this paragraph.
- (e) Goods produced in correctional work programs. The requirements of this Chapter 5 shall not apply to the purchase of any goods produced in correctional work programs under the provisions of Section 946.515, Florida Statutes.
- (f) Used goods, materials, supplies or equipment. The Board may, without resort to the requirements of this Chapter 5, authorize the purchase of previously owned goods, materials, supplies or equipment whenever the same shall be offered for sale below the normal cost for the same or similar new or unused items and whenever said purchase shall be deemed by separate action of the Board to be in the best interest of the County.
- (g) Impracticality. Unless otherwise required by general law or ordinance, the Board may without resort to the requirements of this Chapter 5 authorize any purchase or enter into any contract for construction of any facility when the circumstances are such as to render notice and bidding impractical or unlikely to produce valid or cost effective bids, as judged by the Board and approved by separate action thereof based upon the best interest of the County.

(12) It is the philosophy of the Board of County Commissioners that all qualified vendors should be given an opportunity to submit proposals in accordance with this purchasing manual. The idea of merely renewing contracts from year to year circumvents this philosophy and does not assure the Board of the best price or the best service. It is therefore the policy of this Board that contracts shall not be automatically renewed unless a benefit is to be gained by the County. The following procedures shall be *followed* by staff in the renewal process:



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 17 10:00 AM

TO: Finance & Audit Committee

DATE: 1/11/2017

FROM: Angela Goodermote

SUBJECT:

Approval of FY 2016-2017 Grant True-Up resolutions to restore grant revenue and expenditure budgets to actual instead of estimated grant carry forwards. This is necessary due to over or underestimating year to date figures in the FY 2015-2016 grants:

(A) FY 15 SHSGP - Issue 13 Grant reduced in the amount of \$18,578.00. Funding Source: 001-2102K-546100 (Gen Fund - FY 15 SHSGP-Issue 13 - Repairs & Maint)

(B) FY15 VFA Grant reduced in the amount of \$10,107.93. Funding Sources: 142-1703E-546200, 552000 & 564100 (Fire Ctrl MSTU - FY15 VFA Grant - R&M-Vehicles, Operating Supplies & M&E-Capitalized)

(C) 2015 SHSGP HazMat Grant increased in the amount of \$8,296.94. Funding Source: 142-142-331200 (Fire Ctrl MSTU Fund - Federal Grants-Public Safety)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Grants are budgeted using estimated figures during the budget process. These resolutions will amend the revenue and expenditure budgets to actual carry forward balances.

Is Funding Required (Yes/No):
Yes

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

Funding Sources: Various accounts of the General and Fire Control MSTU Funds

(A) General Fund - FY 15 SHSGP - Issue 13 Grant

Account # 001-2102K-546100 Repairs & Maintenance Amount (\$18,578.00)

(B) Fire Control MSTU Fund - FY15 VFA Grant

Account # 142-1703E-546200 R&M - Vehicles Amount (\$2,602.00)

Account # 142-1703E-552000 Operating Supplies Amount (\$0.93)

Account # 142-1703E-564100 M & E - Capitalized Amount (\$7,505.00)

(C) Fire Control MSTU Fund - 2015 SHSGP HazMat Grant

Account # 142-142-331200 Federal Grants - Public Safety Amount
\$ 8,296.94

Sole Source (Yes\No): Advanced Payment
No (Yes\No):
No

ATTACHMENTS:

Description

- ▣ Resolution - 2015 SHSGP-Issue 21 Grant True-Up
- ▣ Resolution - 2015 VFA Grant True-Up
- ▣ Resolution - 2015 SHSGP HazMat Grant True-Up

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Russ, Stephanie	Approved	1/12/2017 - 3:57 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:32 PM	

CLAY COUNTY
RESOLUTION # _____

WHEREAS, the following revenue from the State of Florida, Division of Emergency Management, 2015 State Homeland Security Grant Program (SHSGP) - Issue 21 carry forward was over budgeted in the fiscal year 2016/2017 budget, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used by the Emergency Management Division to purchase a security camera for the County Emergency Operation Center (EOC),

THEREFORE, pursuant to Section 129.06(2)(d) of the Florida Statutes, let it be resolved that the following budget be adopted.

REVENUE

Federal Grants - Public Safety	001-001-331200	(\$18,578.00)
--------------------------------	----------------	---------------

EXPENDITURES

Repairs & Maintenance	001-2102K-546100	(\$18,578.00)
-----------------------	------------------	---------------

Board of County Commissioners
Clay County, Florida

DATE

Wayne Bolla, Chairman

ATTEST:

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

CLAY COUNTY
RESOLUTION # _____

WHEREAS, the following revenue from the Florida Department of Agriculture and Consumer Services (FDACS), Forest Protection Bureau, 2015 Volunteer Fire Assistance (VFA) Grant carry forward was over budgeted in the fiscal year 2016/2017 budget, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used by the Public Safety Department to place a 4-wheel drive truck in service for wildland firefighting,

THEREFORE, pursuant to Section 129.06(2)(d) of the Florida Statutes, let it be resolved that the following budget be adopted.

REVENUE

Federal Grants - Public Safety	142-142-331200	(\$10,107.93)
--------------------------------	----------------	---------------

EXPENDITURES

Repairs & Maintenance - Vehicles	142-1703E-546200	(\$2,602.00)
Operating Supplies	142-1703E-552000	(\$0.93)
M & E - Capitalized	142-1703E-564100	(\$7,505.00)

Board of County Commissioners
Clay County, Florida

DATE

Wayne Bolla, Chairman

ATTEST:

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

CLAY COUNTY
RESOLUTION # _____

WHEREAS, the following revenue from the State of Florida, Division of Emergency Management, 2015 State Homeland Security Grant Program (SHSGP) - HazMat carry forward was under budgeted in the fiscal year 2016/2017 budget, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used by the Public Safety Department for sustainment of the Regional Hazardous Materials Response Team for training and equipment,

THEREFORE, pursuant to Section 129.06(2)(d) of the Florida Statutes, let it be resolved that the following budget be adopted.

REVENUE

Federal Grants - Public Safety	142-142-331200	\$8,296.94
--------------------------------	----------------	------------

EXPENDITURES

Overtime	142-1703D-514000	\$10,493.94
Repairs & Maintenance	142-1703D-546100	(\$197.00)
Operating Supplies	142-1703D-552000	(\$2000.00)

Board of County Commissioners
Clay County, Florida

DATE

Wayne Bolla, Chairman

ATTEST:

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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 17 10:00 AM

TO: Committee

DATE:

FROM: Tourism

SUBJECT: Approval of grant application with VISIT FLORIDA in the amount of \$5,000.00. These grant funds will assist with developing new marketing materials and marketing activities. This grant requires a 50% match which is currently available in the Tourism budget. Funding Sources for Grant Match: 109-1910-531000 & 548000 (Tourism Dev Fund - Tourism - Professional Svcs & Promotional Activities) (K. Morgan)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The purpose of applying for this grant is to seek additional funding to assist with marketing and advertising Clay County.

The \$5,000 match will come from the tourism budget professional services and promotional activities.

Is Funding Required (Yes/No):

Yes

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

Yes

The \$5,000 match will come from the tourism budget professional services and promotional activities. (109-1910-531000 & 109-1910-548000)

Sole Source (Yes/No):

No

Advanced Payment
(Yes/No):

No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

n/a

ATTACHMENTS:

Description

- ▣ VISITFLORIDA grant applic

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	1/12/2017 - 1:25 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:31 PM	

GRANT APPLICATION/GRANT AGREEMENT REVIEW FORM

Meeting Date:

Approved: Y N

Staff Member Preparing Form: <u>Kimberly Morgan</u>		Date: <u>1/11/17</u>
Department Submitting Application: <u>Tourism</u>		
Grantor Name: <u>VISIT FLORIDA</u>		
Grant Title: <u>Cultural, Heritage, Rural and Nature Marketing Grant</u>		
Funds: Federal/State/Other <u>State</u>		Grant Application Deadline: <u>2/10/17</u>
SUMMARY (To be completed by Department)		
1. New Grant	<input checked="" type="radio"/> Y	<input type="radio"/> N
2. Modification/Extension	<input type="radio"/> Y	<input checked="" type="radio"/> N
Amount \$ <u>5,000</u>		
Reimbursement <input checked="" type="checkbox"/> Advance <input type="checkbox"/>		
If Yes: Grant # _____ County Contract # _____ Amount \$ _____		
Matching Requirements: <input checked="" type="radio"/> Y <input type="radio"/> N		
If Yes: Amount: <u>\$5,000</u> * <u>109-1910-531000</u> + <u>109-1910-531000</u>		
In-Kind Services: _____		
Recommended Source for Matching/Funding Source: <u>Professional Services (109-1910-531000) and Promotional Activities</u> <u>109-1910-531000</u> + <u>109-1910-548000</u>		
Purpose of Grant: <u>Developing new marketing materials including but not limited to images, brochures and hosting a familiarization tour for travel writers</u>		
Long-term Commitments/Obligations/Operational Cost:		
Comments: _____		

1-PURCHASING: Initial <u>JK</u> Date <u>1/12/17</u> With Changes/No Changes	2-LEGAL: Initial <u>JK</u> Date <u>1/12/17</u> With Changes/No Changes	3-FINANCE: Initial <u>JK</u> Date <u>1/12/17</u> With Changes/No Changes	4-BUDGET: Initial <u>JK</u> Date <u>1/12/17</u> With Changes/No Changes
--	---	---	--

Created: 02-25-16 (am)

*Application
Needs to be
finalized before sent out



Application Summary of : Clay County Board of County Commissioners | Morgan, Kimberly

Program Name : Destination Marketing Toolkit

Organization Information

Organization Information	Clay County Board of County Commissioners
All applicants must meet eligibility requirements for the grant program. The eligibility questions are used to narrow the grant that an applicant is possibly eligible to receive.	
*Are you a Non-for-Profit Company?	No
*Are you a public entity, school district, community college, or university?	Yes
*Are you a current VISIT FLORIDA Premier Partner?	
*Are you representing a rural community?	No

Contact Information

Contact Information	Kimberly Morgan - Dir. of Tourism
---------------------	-----------------------------------

* Applicant Business Name:	Clay County Board of Commissioners
* Applicant Business Mailing Address:	P.O. Box 1366
* City:	Green Cove Springs
* State:	Florida
* Zipcode:	32043
* Applicant Business Telephone Number:	904-278-3734
<i>This is the person whom all correspondence will be directed to with regards to this grant throughout the grant period.</i>	
Applicant Contact Information:	
* Applicant Contact Name:	Wayne Bolla
* Applicant Contact Person Email:	kimberly.morgan@claycountygov.com
* Applicant Contact Person Telephone:	904-278-3734

Support Documentation

Support Documentation	
Please remember that line 1 of your W-9 form, should match what you list as your legal name on your Minority letter. If you would like checks to be made out to a DBA, please include that on line 2 of your W-9.	
<u>Download and fill the IRS W-9 Form and upload it back once filled.</u>	Will need to get
* Upload the completely filled IRS W-9 Form:	
<u>Download and fill the Minority Vendor Letter and upload it back once filled.</u>	N/A
* Upload the completely filled Minority Vendor Letter:	

Project or Program Event

Project or Program Event	
*Program Name:	Rebranded Destination Marketing Toolkit
*Start Date:	8/1/2017
*End Date:	4/30/2018
<i>Timeline for Project/Program/Event to take place. Dates must fall after 7/1/17, and before 6/15/18.</i>	
<u>The maximum value available for the grant program is CHRN-Marketing Max of \$ 5,000</u>	
*Grant Amount Requested:	5000
*Are you applying for any other grants through VISIT FLORIDA?	No
Project/Program/Event Information and Details	
*Briefly describe the mission/purpose of the project/program/event in which funding is requested for the purpose of promoting tourism in(to) Florida. Be sure you are detailed, clear and concise in describing your mission/purpose for the project/program/event. If using an upload please type "See Attached" in the response here. (max. 300 words):	The purpose of this project is to create new images and Clay County's first ever social media campaign directing potential visitors to a newly designed website that is currently planned. We will be receiving our new brand identity in June 2017 and will be creating a new business and marketing plan. Very few destination marketing activiites have happened in 18-24 months, so our destination is essentially creating all content and marketing materials.
Upload the Mission/Purpose option.	
*Is this a repeat project/program/event or extension to a previous project/program/event?	No

*Name the Florida counties/municipalities involved/impacted by the project /program/event. (max. 20 words)	Orange Park, Green Cove Springs, Keystone Heights, Fleming Island and all of Clay County.
*Describe your project/program/event's expected economic impact in the community. Provide details on what those expectations include. If using an upload please type "See Attached" in the response here.	
Upload your expected economic impact in the community option.	
*Detail your strategy for marketing the proposed project/program/event, by providing details of your target market, advertising methods, and marketing goals. If using an upload please type "See Attached" in the response here.	
Upload your strategy for marketing option.	
*Detail your marketing plan for implementing the marketing strategy for the proposed project/program/event, which should include a timeline and advertising details. If using an upload please type "See Attached" in the response here.	
Upload your marketing plan for implementing the marketing strategy option.	
*Will this project/program/event happen without VISIT FLORIDA grant funding?	Not to the caliber we would prefer

Budget

Budget Information	
Expenses Categories:	
Contracted Services Description:	
Contracted Services Dollar Amount:	\$5,000
Speakers Description:	
Speakers Dollar Amount:	\$0

3rd Party Travel Description:	
3rd Party Travel Dollar Amount:	\$0
Newspaper Advertising Description:	
Newspaper Advertising Dollar Amount:	\$0
Billboard or Out of Home Advertising Description:	
Billboard or Out of Home Advertising Dollar Amount:	\$0
Magazine Advertising Description:	
Magazine Advertising Dollar Amount:	\$0
Radio Advertising Description:	
Radio Advertising Dollar Amount:	\$0
Digital Advertising (i.e. Google AdWords, Banner Ads) Description:	
Digital Advertising (i.e. Google AdWords, Banner Ads) Dollar Amount:	\$0
Social Media Advertising (i.e. Facebook, Twitter) Description:	
Social Media Advertising (i.e. Facebook, Twitter) Dollar Amount:	\$5,000
TV Advertising Description:	
TV Advertising Dollar Amount:	\$0
Email or E-Newsletter Advertising Description:	
Email or E-newsletter Advertising Dollar Amount:	\$0
Web Development Description:	
Web Development Dollar Amount:	\$0
Website Hosting Description:	
Website Hosting Dollar Amount:	\$0
Graphic Design/Production Description:	
Graphic Design/Production Dollar Amount:	\$0
Technical Web Design/Production Description:	
Technical Web Design/Production Dollar Amount:	\$0
Technical App Design/Production Description:	
Technical App Design/Production Dollar Amount:	\$0
Printing Description:	
Printing Dollar Amount:	\$0
Shipping/Postage Description:	

Shipping/Postage Dollar Amount:	\$0
Other 1 Description:	
Other 1 Dollar Amount:	\$0
Other 2 Description:	
Other 2 Amount:	\$0
Other 3 Description:	
Other 3 Amount:	\$0
<i>Expected goods or services donated (In-kind) to applicant:</i>	
In-Kind Services Donation 1 Description:	
In-Kind Services Donation 1 Dollar Amount:	\$0
In-Kind Services Donation Description 2:	
In-Kind Services Donation 2 Dollar Amount:	\$0
In-Kind Services Donation Description 3:	
In-Kind Services Donation 3 Dollar Amount:	\$0
*Total Expenses:	
<p><i>In-kind services or goods must be provided to the applicant by a 3rd party vendor(s). Current Federal Accounting Standards Board require that in-kind services be recognized and recorded. VISIT FLORIDA requires documentation with description of services/goods provided, estimated value, and dates of services/goods provided.</i></p> <p><i>All project/program/event marketing expenses must be incurred, billed, and paid within the grant timeline of <u>July 1, 2017 through June 15, 2018</u>, in order to be eligible for reimbursement.</i></p>	
For all Matching Grants:	

Dollar for dollar match &/or in-kind services or goods must be demonstrated.	
Staff salaries are not eligible.	
*Explain how you plan to match the requested grant award amount. (max. 300 words)	Our match to the grant will come out of the Tourism Budget in the line items of Professional Services and Promotional Activities budgets.
CHRN-Marketing Rural Counties Grant Example: Applicant requests \$5,000 in grant funds. Applicant must expend \$7,500 in documented or in-kind donated services, in order to receive a reimbursement of \$5,000	
CHRN-Marketing Grant Example: Applicant requests \$5,000 in grant funds. Applicant must expend \$10,000 in documented or in-kind donated services, in order to receive a reimbursement of \$5,000	

Confirmation and Signature

Authorized Signature	
<p><i>Grant applications and any materials included in the applications are subject to Chapter 119, F.S., Florida's public records law. These laws grant the right to any person to inspect any non-exempt public record. Applicants are responsible for familiarizing themselves with the application of Florida's public records law and properly declaring, substantiating and defending any confidentiality claim or exemption concerning any submitted information as required by Florida Law.</i></p>	

<p><i>If the application contains information that the applicant believes constitutes trade secrets, intellectual property, proprietary information, or information protected by a specific statutory exemption, the information should be clearly identified with particularity and marked confidential.</i></p> <p><i>If a public records request is made involving documents with declarations of confidentiality, VISIT FLORIDA will notify the applicant so that the applicant may substantiate and defend the claim. VISIT FLORIDA will not provide legal representation to assist a confidentiality claim.</i></p>	
<p>* I certify that the information contained in this application, including all attachments and support materials, is true and correct to the best of my knowledge and that I will abide by all legal, financial and reporting requirements as outlined in the Grant Program Guidelines.</p>	
<p>* Signature of Applicant:</p>	
<p>* Title:</p>	



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 17 10:00 AM

TO: Committee

DATE:

FROM: Purchasing

SUBJECT:

Approval of the following for the State of Florida, Department of Environmental Protection Grant in the amount of \$430,000.00 for construction of the additional elements of Moody Avenue Park:

- (A) Grant funding agreement, and,
- (B) Budget resolution recording unanticipated grant revenue.

Funding Source: 001-001-334717 (General Fund Revenue - State Grant-Moody Park) (K. Thomas)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Through the General Appropriations Act the County is receiving \$430,000.00 from the DEP for construction of the additional elements at Moody Ave. Park. This will include the ADA baseball field, field lighting, large covered picnic shelter, and additional playground equipment. This is an reimbursement grant.

Is Funding Required (Yes/No):
Yes

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

Funding Source: General Fund Revenue - State Grant-Moody Park
Account # 001-001-334717 Amount \$430,000.00

Sole Source (Yes\No): Advanced Payment
(Yes\No):

No

No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

n/a

ATTACHMENTS:

Description

- ▣ DEP grant

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	1/12/2017 - 12:42 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:31 PM	

Please Rush

AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

DATE: 1/10/17
Staff Member Preparing Form: Karen Thomas
Department Submitting Contract: Parks & Rec.
Vendor Name: Department of Environmental Protection
Contract Title: Department of Environmental Protection Grant Agreement – Moody Ave. Park

SUMMARY (TO BE COMPLETED BY DEPARTMENT)

1. New Contract	<input checked="" type="radio"/> Y	<input type="radio"/> N	9. Contract Amount (*Detail negotiation efforts below) Revenue \$430,000.00
2. Renewal/Amend./Supplement	<input type="radio"/> Y	<input checked="" type="radio"/> N	10. Last Year's Price (*If increase explain below)
3. Sole Source **(explain below)	<input type="radio"/> Y**	<input checked="" type="radio"/> N	11. Date of Original Contract
4. Quotes/bid policy met N/A	<input type="radio"/> Y	<input type="radio"/> N	12. Number of Renewals
5. Need to waive bid policy	<input type="radio"/> Y	<input checked="" type="radio"/> N	13. Length of Term All work must be completed by Oct. 31, 2017
6. Automatic renewal	<input type="radio"/> n/a	<input checked="" type="radio"/> N	Agmt. term = Dec. 31, 2017 for reimbursement
7. Standard Addendum Executed	<input type="radio"/> Y	<input checked="" type="radio"/> N	Requested Action: Approval of Grant Agreement
8. Advance Payment Required	<input type="radio"/> Y	<input checked="" type="radio"/> N	

Funding Source

Account Number:

Revenue 334717

Account Name:

001-001-334717

Background/Purpose: Grant Agreement with DEP for construction of Moody Park.

Approvals 001-32010-563000-Geral Fund-state grant-moody Park Infrastructure

Purchasing: <input checked="" type="checkbox"/>	No Changes	With Changes
Review Date: 1/10/17	<input checked="" type="checkbox"/>	

Recommended Changes: Note typical grant requirements for Accounting, Audits, & Reports.

Budget: <input checked="" type="checkbox"/>	No Changes	With Changes
Review Date: 1/10/17	<input checked="" type="checkbox"/>	

Finance: <input checked="" type="checkbox"/>	No Changes	With Changes
Review Date: 1/11/17	<input checked="" type="checkbox"/>	

*Price Negotiation Efforts:

County Attorney: <input checked="" type="checkbox"/>	No Changes	With Changes
Review Date: 1/11/17	<input checked="" type="checkbox"/>	

** Sole Source Explanation:

* Note requirements that must be included in any subcontract for completion of work (such as audit, unauthorized employment, insurance, etc.)

RECEIVED
2017 JAN 11 A 10:05
CLAY COUNTY
BOARD OF COMMISSIONERS
FINANCIAL DEPT

DEP AGREEMENT NO. L1603

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1699A OF THE FY2016-2017 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.) between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and CLAY COUNTY, FLORIDA, whose address is Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida 32043 (hereinafter referred to as "Grantee"), a governmental entity, to provide financial assistance for Clay County – Moody Avenue Park (hereinafter referred to as "Project"), Project Number L1603. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, more fully described in **Attachment A, Project Work Plan**, including all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at <http://www.dep.state.fl.us/Parks/OIRS/default.htm> or by contacting the Department's Grant Manager.

2. **PERIOD OF AGREEMENT:**

This Agreement shall be effective upon execution by both Parties, and shall remain in effect until December 31, 2017, inclusive. However, all work under this Agreement must be completed no later than October 31, 2017, which shall also be the Project completion date. The Grantee shall be eligible for reimbursement for work performed on the Project on or after July 1, 2016, through the Project completion date of this Agreement. This Agreement may be amended to provide for additional work if additional funding is made available by the Legislature.

3. **FUNDING/CONSIDERATION/INVOICING:**

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of \$430,000.00. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee. The Parties hereto understand and agree that this Agreement does not require a match on part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in **Attachment A**, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.

- ii. A formal Amendment to this Agreement may be used anytime a Change Order may be used as set forth in Paragraph 3.B.i. above. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in **Attachment A**, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be completed on or before the completion date of the Agreement, and/or pursuant to the terms of this Agreement. The subsequent sixty-day (60) period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form, **Attachment B**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:
 - i. Salaries/Wages (Grantee Labor) – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees, as listed on the Grantee's approved Cost Analysis to be submitted pursuant to **Attachment A, Project Work Plan, Task 1**.
 - ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
 - a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
 - b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.
 - iii. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that

multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonexpendable and/or nonconsumable personal property or equipment costing \$1,000 or more purchased for the purposes of completing the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapters 69I-72, F.A.C., and/or 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of Paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
 - iv. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the purchase of equipment is governed by Paragraph 21 of this Agreement
 - v. Rental/Lease of Equipment – Reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
 - vi. Miscellaneous/Other Expenses – Direct purchases, for example materials, supplies, Grantee stock, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- E. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to award program grants are contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Project Status Report**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the Parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. The Grantee will identify the expected return on investment for this Project and provide this information, to the Governor's Office of Policy and Budget (OPB) within three (3) months of execution of this Agreement. For each full calendar quarter, as defined in Paragraph 5.A., above, thereafter until Project completion, the Grantee will provide quarterly update reports directly to OPB, no later than twenty (20) calendar days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's Project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the Project is open and available for use by the public. The Project must be designated complete prior to release of final reimbursement. In order to certify completion, the Grantee shall submit to the Department Attachment F, Project Completion Checklist, and Attachment G, Project Completion Certification.

8. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

9. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

10. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

11. **RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- C. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

12. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR § 200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to Paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

14. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;

- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph 14.A., above, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph 14.A.

15. **LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

16. **COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

17. **NOTICE:**

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under Paragraph 18.

18. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Angela Bright or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2501
Fax No.:	N/A
E-mail Address:	Angie.Bright@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is:

Karen Thomas, or Successor	
Purchasing Director	

Clay County, Florida	
P.O. Box 1366	
477 Houston Street	
Green Cove Springs, Florida 32043	
Telephone No.:	(904) 278-3735
Fax No.:	N/A
E-mail Address:	Karen.thomas@claycountygov.com

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to Paragraph 3.B should include the updated Grant Manager information.

19. **INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida and the Department as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any subgrant or subcontract issued for the performance of the work specified under this Agreement, unless such subgrant or subcontractor employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

20. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

21. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases is not authorized under the terms and conditions of this Agreement.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide 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 award 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. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. **PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and, Article I, Section 24(a), Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under Section 119.10, F.S.
 - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department 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.
 - iii. Grantee shall identify and ensure that all 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 Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format

that is accessible by and compatible with the information technology systems of Department.

- D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:**

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. **SCRUTINIZED COMPANIES:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. **EXECUTION IN COUNTERPARTS.**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. **SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. **ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced

to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

CLAY COUNTY, FLORIDA

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Signature of Person Authorized to Sign

By: _____
Secretary or designee

Print Name and Title

Print Name and Title

Date: _____

Date: _____


Address: _____

Attest: _____

By: _____

Approved as to form and legality:

Grantee Attorney



DEP Attorney

FEID No.: 59-6000553

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Project Status Report Form (2 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Project Completion Checklist (2 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Project Completion Certification (2 Pages)</u>

ATTACHMENT A
PROJECT WORK PLAN

Project Name: **CLAY COUNTY-MOODY AVENUE PARK**
 Grantee Name: **CLAY COUNTY**
 Project # **L1603**

SUMMARY: Clay County (Grantee) received a total of \$430,000.00 in funding from the Florida Legislature through Specific Appropriation Line Item 1699A, Fiscal Year (FY) 2016-2017, General Appropriations Act for the expansion and further development of Moody Avenue Park in Orange Park, Clay County, Florida. Authority for this Project is specified in Section 260.016, Florida Statutes (F.S.). Monitoring and auditing guidelines, as related to the Florida Single Audit Act are specified in the Florida Catalog of State Financial Assistance (CSFA). The specific CSFA number for this Project is 37.085.

Moody Avenue Park is a 15-acre facility that currently provides a handicapped accessible modular playground unit with poured-in-place surfacing for use by children both with and without physical disabilities. The park also provides an area referred to as multi-purpose playing fields able to accommodate various recreational activities and is located at 3510 Moody Avenue within the City of Orange Park, Clay County, Florida.

All work must be completed in accordance with, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for funds. All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$ 430,000.00
Required Grantee Match Amount:	\$ 0
Total Estimated Project Cost:	\$ 430,000.00
Match Ratio:	0%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Primary Project Element(s), which includes: <ul style="list-style-type: none"> • Construction of baseball field to include a resilient athletic field surface for universal accessibility; • Installation of ball field lighting; • Installation of additional accessible playground equipment; and 	DELIVERABLE 1 The Grantee may request reimbursement upon Department receipt and approval of: 1.A. All applicable Project specific Completion Documentation, which includes Project Completion Certification, Final "As Built" Site Plan, and Color Project Photographs; and 1.B. Final Status Report	Due October 31, 2017, which shall also be the Project completion date	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

<ul style="list-style-type: none"> • Construction of covered picnic shelter area <p>1.B. Development of Support Project Element(s), which includes:</p> <ul style="list-style-type: none"> • Installation of new soccer goals for existing multi-purpose fields; and • Improvements to current drainage system of fields <p>1.C Completion Documentation which includes:</p> <ul style="list-style-type: none"> • Project Completion Certification (DRP-112) • Final "As-Built" site plan • Color Project Photographs 	<p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below.</p>
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Project Task Performance Standard: The Department's Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the Agreement and approved plans. Upon review and written acceptance by the Department's Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form along with all required documentation, as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. Documentation is available at http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.



Florida Department of Environmental Protection

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services		
Grantee Labor		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies		
Grantee Stock		
Equipment		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$	\$

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

DEP USE ONLY

STATE FUNDING PARTICIPATION: _____%

Total project costs to date	\$
State Obligation to date	\$
State retainage (_____ %)	\$
State obligation remaining	\$
State funds previously disbursed	\$
State funds due this billing	\$

Reviewed and approved by:

DEP Project Administrator

Date

Division Director or Designee

Date



Florida Department of Environmental Protection

ATTACHMENT C CONTRACT PAYMENT REQUIREMENTS

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm



Florida Department of Environmental Protection
Attachment D
Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

[illegible]

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:						
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category	
				\$		
State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:						
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category	
State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1699A – Fixed Capital Outlay, Local Parks, General Revenue Fund and Land Acquisition Trust Fund	2016-2017	37.085	<i>Grants and Aids to Local Governments and Nonstate Entities – Fixed Capital Outlay Local Parks</i>	\$430,000.00	140694
				Total Award	\$430,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



Florida Department of Environmental Protection

ATTACHMENT F

COMPLETION DOCUMENTATION CHECKLIST

Required Signatures: No Signature

Notify DEP immediately after completion of project construction that the project is complete and send the following: All close-out documents must be submitted 30 days after project completion.

Development Completion Documentation

- ☐ 1. Project Completion Certificate, dated and signed by the liaison agent.
(2 Copies)
- ☐ 2. A final "as built" site plan signed, sealed, and dated by a certified engineer, surveyor, or architect (detailed specifications not required). Please color code current project elements and/or any phases.
(2 Copies)
- ☐ 3. Florida Recreation and Parks Inventory Form describing the entire park. Please go to our website: <http://www.dep.state.fl.us/parks/OIRS/> and complete the Park Inventory Form listed under the heading FRDAP Administrative Forms. (Please complete the form online, submit and e-mail as well as print-out a hard copy to mail to our office). (1 Copy)
- ☐ 4. Photographs of the completed project elements including the acknowledgement sign or plaque crediting both the Florida Department of Environmental Protection and FRDAP. (Example on website)
(2 colored copies)
- ☐ 5. Certification that the "Notice of Limitation of Use" statement has been filed as a permanent part of public property records in accordance with local requirements and available for public inspection. (A copy of the project boundary map with the legal description and the "Notice of Limitation of Use" statement must be filed with public property records). (If phased project with past FRDAP/LWCF grants, grantee needs to sign the Notice certifying that the information has already been recorded and include a copy of the recorded instrument). (2 Copies)
- ☐ 6. Final payment request. Submit all applicable forms with all information completed on each form. Please include all invoice numbers and dates, check numbers and dates, amounts and descriptions. Reminder, the office shall retain up to 10% of total grant amount (retainage) of its obligations to ensure compliance with agreement terms and conditions. Retained funds shall be released upon satisfactory completion of the project.

Acquisition Completion Documentation – Step I

- ☐ 1. Project Completion Certificate, **dated and signed by the liaison agent.**
(2 Copies)
- ☐ 2. Florida Recreation and Parks Inventory Form describing the entire park. Please go to our website: <http://www.dep.state.fl.us/parks/OIRS/> and complete the Park Inventory Form listed under the heading FRDAP Administrative Forms. **(Please complete the form online, submit and e-mail as well as print-out a hard copy to mail to our office).** **(1 Copy)**
- ☐ 3. Photographs of the acquisition site including the Department acknowledgement sign or plaque crediting both the Florida Department of Environmental Protection and FRDAP. **(Example on website)**
(2 colored copies)
- ☐ 4. Certification that the “Notice of Limitation of Use” statement has been filed as a permanent part of public property records in accordance with local requirements and available for public inspection. (A copy of the project boundary map with the legal description and the “Notice of Limitation of Use” statement must be filed with public property records) **(2 Copies)**
- ☐ 5. Three year project construction time line for development of recreational elements. **(2 Copies)**
- ☐ 6. Final payment request. Submit all applicable forms with all information completed on each form. Please include all invoice numbers and dates, check numbers and dates, amounts and descriptions.
- ☐ 7. Evidence of Title: Submit a copy of the deed.
- ☐ 8. Copy of Buyer-Seller Financial Closing Statement.

Development of Acquisition Project Documentation – Step II

- ☐ 1. Project Completion Certificate, **dated and signed by the liaison agent.** **(Form Attached – DRP-112)**
(2 Copies)
- ☐ 2. Photographs of the development including the acknowledgement sign or plaque crediting both the Florida Department of Environmental Protection and FRDAP. **(2 copies)**
- ☐ 3. A final “as built” site plan **signed, sealed, and dated by a certified engineer, surveyor, or architect** (detailed specifications not required). **Please color code current project elements and/or any phases.**
(2 copies)

Forms may be found at our website: www.dep.state.fl.us/parks/oirs



Florida Department of Environmental Protection

ATTACHMENT G

PROJECT COMPLETION CERTIFICATION

Required Signatures: **Adobe Signature**

Project Sponsor: _____ Project Number: _____

Project Name: _____

A list identifying the quantity and type of primary outdoor recreation areas and facilities and support facilities and the actual costs for each item built. **(50% of the total costs must be in primary facilities)**

Primary Facilities/Areas	Actual Cost

Support Facilities/Areas	Actual Cost

TOTAL PROJECT COST

\$ _____

I hereby certify that the above mentioned project construction or acquisition has been completed in accordance with the Project Agreement executed between _____ and the Florida Department of Environmental Protection dated _____; that all funds allocated for the project were expended pursuant to the Project Agreement; that all goods and services for accomplishment of the project were negotiated and procured in accordance with applicable law and funding program requirements; that all project acquisition or construction was completed on _____ which was on or prior to the acquisition or construction completion date specified in the Project Agreement; and that the project was completed in accordance with the final project plans (site, architectural, engineering) prepared for the project; that all required local, state and federal environmental permits and approvals were obtained; and that the project is open and accessible to the general public for use.

Signed: _____
(Liaison Agent)

Signed: _____
(Project Architect or Engineer)

Date: _____

Date: _____



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 17 10:00 AM

TO: Finance and Audit Committee

DATE: 1/11/2017

FROM: Karen Thomas,
Administrative & Contractual Services

SUBJECT: Approval of updated Purchasing Agent List which includes updates for the following Departments: Parks & Recreation, Tourism & Film Development and Clay County Sheriff's Office. This list is to be updated when changes are made thereto. (K. Thomas)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Approval to remove Jaclyn Slaybaugh (Tourism & Film Development), Michael Hardee (Clay County Sheriff's Office), Lynn Higgs (Parks & Recreation) and add Kimberly Morgan (Tourism & Film Development), Michelle Sharp (Parks & Recreation), Lynne Hyder (Parks & Recreation) and Barry Abramowitz (Clay County Sheriff's Office) to the Purchasing Agents List.

Policy training was completed by Michelle on December 16, 2016, Barry on December 20, 2016, Kimberly on January 6, 2017 and Lynne on January 12, 2017.

ATTACHMENTS:

Description

- ▣ Purchasing Agents List Revised 011117

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	1/11/2017 - 1:06 PM	
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 2:30 PM	



CLAY COUNTY FLORIDA

Administrative & Contractual Services

Purchasing

Mailing Address:

P.O. Box 1366
Green Cove Springs, FL
32043

Physical Address:

477 Houston Street
Admin. Building, 4th Floor
Green Cove Springs, FL
32043

Area code: 904
Phone: 278-3766
269-6388
278-3761
Fax: 278-3728

County Manager

Stephanie Kopelousos

Commissioners:

Wendell Davis
District 1
Wayne Bolla
District 2
Diane Hutchings
District 3
Buck Burney
District 4
Ronnie Robinson
District 5

Switchboard:

GCS (904) 284-6300
KH (352) 473-3711
KL (904) 533-2111
OP/MBG (904) 269-6300

www.claycountygov.com

MEMORANDUM

TO: Karen Thomas, Purchasing Manager

FROM: S. C. Kopelousos, County Manager

SUBJECT: Purchasing Agents List

The following is a list by Department/Division of designated purchasing agents for Clay County Board of County Commissioners appointed and approved by the County Manager. Duties delegated to each employee listed consist of submitting requisitions, making purchases and approving invoice payment in accordance with the provisions of the purchasing manual.

County Manager

Date

S. C. Kopelousos
01/11/17

Department	Purchasing Agents
Animal Control	Christina Sutherin
	Gail Flakes
County Manager	Stephanie Kopelousos
	Jaclyn Slaybaugh
BCC	Ann Mitchell
Budget	Stephanie Russ
Building	David Conner
	Krista Miller
Building Maintenance	Jim Harsey
	Brenda Cochran
Code Enforcement	Deborah Cearnal
County Attorney	Courtney Grimm
Commission Auditor	Michael Price
County/Circuit Judges	John H. Skinner
	Charles Patterson
	Terica Roark
	Lenore Dunaway
Engineering	Dale Smith
	Michael Fleming
	Shawn Thomas
Economic & Development Svcs	Holly Parrish
	Teresa Capo
Environmental Services	Alan Altman
	Milton Towns
	Christine Roken

Extension Services	Brad Burbaugh
	Beverly Whitener
Finance	Clayton Meng
	Cynthia Atkinson
Guardian Ad Litem	Mary Walton
Human Resources	Jennifer Rupert-Bethelmy
	Lauran Donaldson
Management & Information Systems	Troy Nagle
Library	Patricia Coffman
	Diana Rigdon
Parks & Recreation	James Householder
	Lynne Hyder
	Michelle Sharp
Public Defender	Sherry Kennedy
Public Safety	Lorin Mock
	Maria Haney
	David Motes
	Richard Knoff
	Debra Gillies
	John Ward
	Whitney Davis
Public Works	Dale Smith
	Charlie Leister
	Mike Todd
	James Walker
	John Radomski
	Mark Neeld
Purchasing	Karen Thomas
	Donna Fish
Risk	James Taylor
Sheriff	Barry Abramowitz
	Joe Bucci
	Sheryl Harrell
	Donald Burney
	Elise Gann
Ship	Theresa Sumner
	David Conner
	Holly Parrish
State Attorney	Julie M Fuller
Tourism & Film Development	Kimberly Morgan
Veterans Services	Rose Claridydavis



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 17 10:00 AM

TO: Finance & Audit Committee

DATE: 1/13/2017

FROM: Lorin Mock, Fire Chief

SUBJECT: Approval to apply for the FY 2016 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The SAFER Grant provides funding to fire departments to assist in increasing the number of firefighters to meet minimum standards and attain 24-hour staffing to provide adequate protection for fire and fire related hazards.

Is Funding Required (Yes/No):
Yes

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

A funding match of 25% will be required in 17/18 fiscal year.

Sole Source (Yes/No):
No

Advanced Payment
(Yes/No):
No

ATTACHMENTS:

Description

- ▣ FY 2016 SAFER Grant Applicant Checklist

REVIEWERS:

Department Reviewer	Action	Date	Comments
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Budget Office	Russ, Stephanie	Approved	1/13/2017 - 2:46 PM
County Manager	Kopelousos, Stephanie	Approved	1/13/2017 - 3:01 PM

Assistance to Firefighters Grant Program (AFGP)



FY 2016 Staffing for Adequate Fire and Emergency Response (SAFER)

Applicant Checklist

If you are planning to apply to the SAFER Grant program, completing this checklist will help you prepare your SAFER Grant application. Collecting this information beforehand will reduce the time and energy needed to complete your application when the next grant cycle opens.

I. SAM.gov Registration Status

Is your System for Award Management (SAM) registration valid and active?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none">Applicant registration in the System for Award Management (SAM) is free. To register, please visit https://www.sam.gov/portal/public/SAM/.SAM registration is only active for one year and must be renewed annually. Please enter the date your SAM registration expires: _____If your organization's registration is expired or inactive, do not call FEMA/AFG. You must get the registration reset by calling the Federal Service Help Desk managed by the General Services Administration (GSA) at (866) 606-8220.Please ensure your organization's name, address, DUNS number, and EIN are up to date in SAM, and that the DUNS number in SAM is the same one used to apply for all FEMA Grants.Your organization's name in SAM.gov must also match the organization name provided on the 1199A direct deposit form. Payments are contingent on the information provided in SAM; therefore, it is imperative the information is correct.	

II. Applicant Characteristics I

Note: National, state, local, or tribal organizations that represent the interests of volunteer firefighters will not have to complete this section.

Square mileage of first-due response area:	sq mi
Percentage of primary response protected by hydrants:	%
Critical infrastructure protected:	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to describe.</i>
Percentage of land used for (total percentage must equal 100%):	
a. Agriculture, wild land, open spaces, or undeveloped properties	%
b. Commercial/Industrial	%
c. Residential	%
How many occupied structures (commercial, industrial, residential or institutional) in your primary response area are more than three (3) stories?	
Permanent resident population of first-due response area?	

Seasonal increase in population?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will indicate the increase?</i>
How many stations are operated by your organization?	
Please indicate if your department has a formal automatic/mutual aid agreement with another community or fire department and the type that exists.	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will indicate the type.</i>
What service(s) does your organization provide? Please check all that apply.	
<input type="checkbox"/> Airport Rescue Firefighting (ARFF)	<input type="checkbox"/> Formal/Year-Round Fire Prevention Program
<input type="checkbox"/> Advanced Life Support	<input type="checkbox"/> Maritime Operations/Firefighting
<input type="checkbox"/> Basic Life Support	<input type="checkbox"/> Occasional Fire Prevention
<input type="checkbox"/> Community Paramedic	<input type="checkbox"/> Rescue Operational Level
<input type="checkbox"/> Emergency Medical Responder	<input type="checkbox"/> Rescue Technical Level Program
<input type="checkbox"/> Haz-Mat Operational Level	<input type="checkbox"/> Structural Fire Suppression
<input type="checkbox"/> Haz-Mat Technical Level	<input type="checkbox"/> Wildland Fire Suppression
Do you currently report to the National Fire Incident Reporting System (NFIRS)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. Staffing Levels

	Total # of Operational Career Personnel	# of Operational Officers	# NFPA Support
Staffing levels at the start of the application period (TBD):			
Staffing levels at one year prior to the start of the application period:			
Staffing levels at two years prior to the start of the application period:			
If awarded this grant, what will the staffing levels be for your department: (whole numbers only)?			

You will be asked to provide details on the department's existing staffing model (e.g., number of shifts, number of positions per shift, contracted work hours, etc.).

Does your department utilize any or all of the following types of firefighters? <ul style="list-style-type: none"> • Part-time paid firefighters • Reserve firefighters • Relief firefighters 	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to provide details on how they are utilized within your department to include the number of part-time firefighters, the number of full-time NFPA-compliant positions these part-time firefighters occupy, if applicable, and how they are scheduled to meet your staffing needs.</i>
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IV. Applicant Characteristics II

Note: National, state, local, or tribal organizations that represent the interests of volunteer firefighters will not have to complete this section.

	2016	2015	2014
The total number of fire-related civilian fatalities in your jurisdiction over the past three calendar years:			
The total number of fire-related civilian injuries in your jurisdiction for each of the past three calendar years:			
The total number of line of duty member fatalities in your jurisdiction for each of the past three calendar years:			
The total number of line of duty member injuries in your jurisdiction for each of the past three calendar years:			

Your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, and facilities; utility costs; purchasing expendable items, etc.) for the current (at time of application) fiscal year:	\$		
What was your department's operating budget (e.g., personnel, maintenance of apparatus, equipment, and facilities; utility costs; purchasing expendable items, etc.) for the 2001, 2002, and 2003 fiscal years*:	\$	\$	\$
*If you are unable to provide this information, you will be asked to explain why you are unable to provide this information in the Financial Need section of the narrative.			
The percentage of your operating budget dedicated to personnel costs? (whole percentages):			
Does your department have any rainy day funds, rainy day reserves, or emergency funds?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, what is the amount currently set aside?</i> <i>*If yes, you will be asked to describe what the funds are earmarked for.</i>		
The percentage of your annual operating budget derived from (whole percentages that must add up to 100%)			
Taxes	%	<i>Use this information, as well as the information above, in your financial narrative. It is important that your application remains consistent throughout. When breaking down the budget, be sure to account for all funding received. Budget breakdown should account for 100% of budget. If you selected "other," you will be asked to explain.</i>	
Bond Issues	%		
EMS Billing	%		
Grants	%		
Donations	%		
Fund Drives	%		
Fee for service	%		
Other	%		
V. Vehicle Inventory			
In each of the types or classes of vehicle listed below, please indicate the appropriate number of frontline vehicles your organization has with which to respond to first alarm assignments in support of NFPA 1710/1720. You must include vehicles that are leased or on long-term loan, as well as any vehicles that have been ordered or are otherwise currently under contract for purchase or lease but not yet under your possession. If you have multiple vehicles of the same type that have a different number of riding positions, please use the "average" number and provide additional information in the text box provided in the application.			
	Front Line Vehicles	Available Riding Positions per Front Line Vehicle	Filled Riding Positions per Front Line Vehicle per First Alarm
Engines or Pumpers:			
Ambulances for transport and/or emergency response:			
Tankers or Tenders:			
Aerial Apparatus:			
Brush/Quick Attack:			
Rescue Vehicles:			
Additional Vehicles:			

VI. Department Call Volume

Note: National, state, local, or tribal organizations that represent the interests of volunteer firefighters will not have to complete this section.

Your department's first due call volume for your primary response area (for the three years):

	2016	2015	2014
SUMMARY			
Fire - NFIRS Series 100			
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200			
Rescue & Emergency Medical Service Incident - NFIRS Series 300			
Hazardous Condition (No Fire) - NFIRS Series 400			
Service Call - NFIRS Series 500			
Good Intent Call - NFIRS Series 600			
False Alarm & False Call - NFIRS Series 700			
Severe Weather & Natural Disaster - NFIRS Series 800			
Special Incident Type - NFIRS Series 900			
FIRES			
Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120)			
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)			
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)			
What is the total acreage of all vegetation fires?			
RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS			
Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)			
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)			
How many EMS-BLS Response Calls			
How many EMS-ALS Response Calls			
How many EMS-BLS Scheduled Transports			
How many EMS-ALS Scheduled Transports			
How many Community Paramedic Response Calls			
MUTUAL AND AUTOMATIC AID			
How many times did your organization:			
Receive mutual aid:			
Receive automatic aid:			
Provide mutual aid:			
Provide automatic aid:			
Of the Mutual and Automatic Aid responses, how many were structure fires?			

VII. Hiring of Firefighters Activity

What NFPA Standard (1710 or 1720) is your department attempting to meet?

☐ 1710 with aerial

☐ 1710 without aerial

☐ 1720 - Urban

☐ 1720 - Suburban

☐ 1720 - Rural

☐ 1720 - Remote

Given your current staffing levels, how often does your department meet the NFPA assembly requirements indicated above for the department's primary / first due response area?

Note: Does your department utilize overtime to fill positions to ensure you are meeting applicable NFPA staffing and deployment standards? ☐ Yes* ☐ No

**If yes, when answering this question you should remove the number of position filled by overtime from your calculations.*

☐ Never (0%)

☐ Rarely (1 – 19%)

☐ Sometimes (20-39%)

☐ Half of the Time (40-59%)

☐ Very Often (60-79%)

☐ Most of the Time (80-99%)

☐ Always (100%)

If awarded the number of positions requested in your application, how often do you anticipate will you meet the NFPA assembly requirements?

☐ Never (0%)

☐ Rarely (1 – 19%)

☐ Sometimes (20-39%)

☐ Half of the Time (40-59%)

☐ Very Often (60-79%)

☐ Most of the Time (80-99%)

☐ Always (100%)

Given your current staffing levels and without using overtime to fill vacant positions, what is the average actual staffing level on the first arriving engine company or vehicle capable of initiating suppression activities on the number of structure fires indicated in the call volume section?

Note: Does your department utilize overtime to fill positions to ensure you are meeting applicable NFPA staffing and deployment standards?

☐ Yes* ☐ No

**If yes, when answering the above question you should remove the number of position filled by overtime from your calculations.*

If your department is awarded the number of positions requested in your application, what will be the average actual staffing level on the first arriving engine company or vehicle capable of initiating suppression activities on the

You will be asked to provide details on the departments hiring practices and timelines.

Does your department intend to sustain the positions requested in this application after the completion of the period of performance?

☐ Yes* ☐ No

**If yes, you be asked to describe how will they be sustained?*

<p>Have you discussed the requirements and long- term obligations of a SAFER grant with your local governing body?</p> <p>Note: A letter from your governing body stating their commitment to the grant will be required at time of application or prior to being awarded a grant.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>In cases of demonstrated economic hardship, the FEMA Administrator may waive or reduce a SAFER Hiring of Firefighters Activity grant recipient's cost share requirement, the minimum budget requirement, and/or the restriction on supplanting. Is it your department's intent to apply for an economic hardship waiver?</p>	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to indicate in the application which type of waiver you will be applying for: Cost Share, Minimum Budget, and/or Supplanting.</i>
<p>Hiring new firefighters: As a reminder, only new, additional firefighters are eligible for funding. Grant funds can no longer be used for the purpose of retaining firefighters currently employed who are facing imminent layoffs.</p>	
<p>Currently, what are the usual annual costs of a first-year firefighter in your department?</p> <p>“Usual annual costs” includes the base salary (exclusive of overtime) and standard benefits package (including the average health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by fire departments to first-year firefighters.</p>	<p>Annual Salary \$ _____</p> <p>Annual Benefits \$ _____</p>
<p>You will be asked to detail what costs are included in the typical benefits package provided to the first-year firefighters.</p>	
<p>VIII. Recruitment and Retention of Volunteer Firefighters Activity – Fire Departments</p>	
<p>In cases of demonstrated economic hardship, the FEMA Administrator may waive or reduce a SAFER Recruitment and Retention of Volunteer Firefighters Activity minimum budget requirement. Is it your department's intent to apply for an economic hardship waiver?</p>	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to indicate in the application that you intend to apply for a waiver.</i>
<p>What is the ideal number of active volunteer firefighters needed by your department to adequately comply with NFPA 1710 (Section 5.2.4.1 – Single Family Dwelling Initial Full Alarm Assignment Capability) or NFPA 1720 (Section 4.3 - Staffing and Deployment)? (Note: Include only operational volunteer firefighters; administrative or EMS only members should not be included).</p>	
<p>What is the total number of current active volunteer firefighters in your department (Note: Include only operational volunteer firefighters; administrative or EMS only members should not be included)?</p>	
<p>How many active volunteer operational firefighters joined your department over the last three years?</p>	
<p>How many active volunteer operational firefighters left your department over the last three years?</p>	

Will you periodically evaluate the proposed program's impact?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to describe how will the evaluation be conducted?</i>
Will your program have a regional and/or local impact beyond your fire department; either directly or indirectly?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to indicate the departments will be participating and how they will benefit.</i> <i>*If yes, you will need to ensure that the fire departments benefits from this application have not received grants for similar activities/ items, if awarded.</i>
IX. Recruitment and Retention of Volunteer Firefighters Activity – National, State, Local, or Tribal Volunteer Firefighter Interest Organizations	
In cases of demonstrated economic hardship, the FEMA Administrator may waive or reduce a SAFER Recruitment and Retention of Volunteer Firefighters Activity minimum budget requirement. Is it your department's intent to apply for an economic hardship waiver?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to indicate in the application that you intend to apply for a waiver.</i>
In order to adequately comply with NFPA 1710 (Section 5.2.4.1 – Single Family Dwelling Initial Full Alarm Assignment Capability) or NFPA 1720 (Section 4.3 - Staffing and Deployment), what is the ideal number of active volunteer operational firefighters needed by your organization to assist the fire departments benefiting from this grant application? (Note: This must be the cumulative total of the number of firefighters needed by all departments participating in this application. Include only operational volunteer firefighters; administrative or EMS only members should not be included).	
What is the total number of current active volunteer operational firefighters within your organization? (Note: This must be the cumulative total of the number of volunteer firefighters of all departments participating in this application. Include only operational volunteer firefighters; administrative or EMS only members should not be included).	
You will be asked to describe the method(s) used to determine the numbers provided above.	
Over the last three years, how many active volunteer operational firefighters have joined the fire departments participating in this application? (NOTE: This must be the cumulative total of the number of firefighters by ALL departments participating in this application)	
Over the last three years, how many active volunteer operational firefighters left the fire departments participating in this application? (NOTE: This must be the cumulative total of the number of firefighters by ALL departments participating in this application)	
Is your application based on a staffing needs assessment?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will need to describe how the assessment was conducted and the results of the assessment.</i>
Does the proposed program have, or will it establish, a multi-organizational partnership and/or partnerships with other fire-related organizations?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to provide details on the proposed partners and their contributions</i>
Is it your organization's intent to deliver this program after the grant performance period?	<input type="checkbox"/> Yes* <input type="checkbox"/> No <i>*If yes, you will be asked to provide details on how the program will be sustained and the long-term benefits</i>

Have you discussed this application with all participating fire departments?

☐ Yes* ☐ No

If awarded, you will need to ensure that the fire department's benefits from this application have not received grants for similar activities/items and may be required to provide documentation of the fire departments consent to participate in the application.

Will you periodically evaluate the proposed program's impact?

☐ Yes* ☐ No

**If yes, you will be asked to describe how the evaluation will be conducted.*



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, January 17 10:00 AM

TO: Finance &
Audit Committee

DATE: 12/7/2016

FROM: S.C.
Kopelousos

SUBJECT: Update on County projects.

AGENDA ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	1/13/2017 - 1:58 PM	Item Pushed to Agenda