



## **FINANCE AND AUDIT COMMITTEE MEETING AGENDA**

August 1, 2017  
Administration Building,  
4th Floor, BCC Meeting Room, 477 Houston  
Street,  
Green Cove Springs, FL 32043  
3:00 PM

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### **PUBLIC COMMENTS**

1. Liberty Tire Recycling, LLC First Renewal of Agreement #13/14-135  
Approval of the First Renewal to Agreement #13/14-135, with Liberty Tire Recycling, LLC, for waste tire management services, for a term of one year. Funding Source: 401-3802-534600 (Solid Waste Fund / Environmental Services / Temp Labor/Bill/Coll/Management) (A. Altman)
2. Adopt-A-Mile Litter Removal Agreement-NAS Jax Combined FCPOA  
Approval of the Adopt-A-Mile Litter Removal Agreement with NAS Jax Combined FCPOA, for a portion of County Road 220 (beginning at Swimming Pen Road and ending at College Drive), for a term of two years, at no cost to the County. Funding Source: Not Applicable (A. Altman)
3. Second Extension to Agreement #12/13-179 with Care Environmental Corp  
Approval of the Second Extension to Agreement #12/13-179 with Care Environmental Corp., for household hazardous waste collection received at the Rosemary Hill Facility, for a term of one year, at the cost of \$39,000.00. Funding Source: 401-3802-534600 (Solid Waste Fund - Environmental Services - Temp Labor/Bill/Coll/Management) (A. Altman)
4. Second Extension to Agreement #12/13-180-Erosion Control Seeding & Mulching, Inc.  
Approval of the Second Extension to Agreement #12/13-180 with Erosion Control Seeding & Mulching, Inc., for the maintenance of closed landfills and environmental convenience centers, for a term of one year, at the cost of \$460,000.00. Funding Source: 401-3802-534600 (Solid Waste Fund - Environmental Services - Temp Labor/Bill/Coll/Management) (A. Altman)
5. FY2017/2018 Emergency Management Performance Grant Agreement  
Approval of the FY 2017/2018 Emergency Management Performance Grant Agreement with the State of Florida Division of Emergency Management and the accompanying Resolution approving the budget, for the purpose of maintaining the County's Emergency Management Program, for the term of 7/1/2017-6/30/2018, with revenue of \$72,030.00. Funding Source: 001-001-

331212 (General Fund Revenue / EMPG Grant) (L. Mock)

6. Acceptance of Grant Award - Fire Station Renovation

Approval to accept the grant award from the State of Florida for FY2017/2018, from July 1, 2017 through June 30, 2018, in the amount of \$700,000.00, for the construction of Fire Station 11. These funds are to be used in conjunction with CIP Funds allocated for the construction of the fire station. Funding Source: Not applicable at this time. (L. Mock)

7. First Amendment to Memorandum of Understanding #2016/2017-37 with the University of Florida

Approval of the First Amendment and Modification to the Memorandum of Understanding with the University of Florida (UF), regarding the funding of a UF faculty member specializing in 4-H youth development, for the period of 10/1/2017-9/30/2018, at the cost of \$29,819.06, contingent upon approval of the FY17/18 budget. Funding Source: 001-3401-531000 (General Fund - Extension Svcs/Ag - Professional Services) (B. Burbaugh)

8. Position Revisions

Request approval to make changes to the following positions and amend the organizational chart as appropriate. (B. Burbaugh)

1. Executive Secretary to Program Manager, and,
2. Data Entry Clerk/Receptionist to Office Assistant/Receptionist

9. Bid #16/17-27, Guardrail Repair, Installation and Replacement

Approval to post notice of intent and award Bid #16/17-27, Guardrail Repair, Installation and Replacement to Central Florida Street Signs, Inc. for a term of two years at the unit price rates. This bid is utilized as needed. Approval will be effective after 72 hour bid protest period has expired assuming no protest are received. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / Repairs and Maintenance) (D. Smith)

10. Interlocal Agreement with Housing Finance Authority

Approval of Revision to Interlocal Agreement with Housing Finance Authority re: Cassie Gardens, Ltd. (H. Coyle)

11. Fairgrounds Master Plan Funding

Approval of the Tourist Development Council's recommendation to fund the Fairgrounds Master Plan as an effort to enhance our destination's product development efforts at an investment of \$35,000. Funding Source: Tourism Development Funds (K. Morgan)

12. Contract for Construction of the Fleming Island Athletic Assoc. Multi-Purpose Fields Project

Update regarding the contract with Thomas May Construction Company for construction of the Fleming Island Athletic Assoc. Multi-Purpose Fields Project. (J. Householder)

## **COUNTY MANAGER/CLERK OF THE BOARD**

### 13. 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, August 1 3:00 PM

TO: Finance and Audit Committee

DATE: 7/21/2017

FROM: Administrative and  
Contractual Services

SUBJECT: Approval of the First Renewal to Agreement #13/14-135, with Liberty Tire Recycling, LLC, for waste tire management services, for a term of one year. Funding Source: 401-3802-534600 (Solid Waste Fund / Environmental Services / Temp Labor/Bill/Coll/Management) (A. Altman)

AGENDA ITEM TYPE:

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BACKGROUND INFORMATION:

This Renewal will continue the transportation and recycling/disposal of waste tires received at the Rosemary Hill facility. The cost increase is due to an increase in volume, no change in rates.

Is Funding Required (Yes/No):  
**Yes**

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

Funding Source: Solid Waste Fund / Environmental Services / Temp  
Labor/Bill/Coll/Management

Account # 401-3802-534600 Amount - \$44,000.00 (estimated)

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

- ▣ Liberty Tire First Renewal

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	7/26/2017 - 11:49 AM	

AGREEMENT/CONTRACT REVIEW FORM			MEETING DATE BCL FAN 8-1-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED			
DATE:	6/29/17		
Staff Member Preparing Form:	Alan Altman		
Department Submitting Contract:	Environmental Services		
Vendor Name:	Liberty Tire Recycling, LLC.		
Contract Title:	Waste Tire Management		
SUMMARY (TO BE COMPLETED BY DEPARTMENT)			
1. New Contract	Y	(N)	9. Contract Amount (*Detail negotiation efforts below) \$44,000 EST
2. <u>Renewal</u> Amend./Supplement	(Y)	N	10. Last Year's Price (*If increase explain below) \$41,000.00
3. Sole Source **(explain below)	Y**	(N)	11. Date of Original Contract September 23, 2014
4. Quotes/bid policy met	(Y)	N	12. Number of Renewals 2
5. Need to waive bid policy	Y	(N)	13. Length of Term One Year Renewal
6. Automatic renewal	n/a	(N)	Requested Action: First Renewal of Agreement 13/14-35 for Waste Tire Management Services <span style="float: right;">135</span>
7. Standard Addendum Executed	(Y)	N	
8. Advance Payment Required	Y	(N)	
Funding Source		Background/Purpose: Provide transportation and recycling/disposal of waste tires received at the Rosemary Hill Facility.	
Account Number: 401-3802-534600		*Increase due to increase in volume.	
Account Name: Solid Waste Fund- Environmental Service- Temp Labor/Bill/Coll/Mgmt			

### Approvals

Purchasing: <i>DA</i>	No Changes	With Changes
Review Date: 7-7-17		<input checked="" type="checkbox"/>

Recommended Changes: *\*Please see hand written comments throughout the first page.*

Budget: <i>DA</i>	No Changes	With Changes
Review Date: 7-7-17	<input checked="" type="checkbox"/>	

Finance: <i>FM</i>	No Changes	With Changes
Review Date: 7/10/17	<input checked="" type="checkbox"/>	

\*Price Negotiation Efforts: \_\_\_\_\_

County Attorney: <i>DA</i>	No Changes	With Changes
Review Date: 7/10/17		<input checked="" type="checkbox"/>

\*\* Sole Source Explanation: \_\_\_\_\_

*See changes noted on document*

RECEIVED  
PURCHASING DIVISION  
2017 JUN 29 P 2:19  
CLAY COUNTY BOARD OF COMMISSIONERS

## **FIRST RENEWAL OF AGREEMENT #13/14-135**

This First Renewal of Agreement #13/14-135 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of County Commissioners of Clay County, Florida, hereinafter called the "County", and Liberty Tire Recycling, LLC, hereinafter called the "Contractor".

### **RECITALS**

WHEREAS, the parties have previously entered into an Agreement designated by the County as Agreement #13/14-135, hereinafter called the "Agreement" (attached hereto as Exhibit A and made a part thereof), whereby the Contractor agreed to provide labor, equipment, and all appurtenances thereto per the requirements set forth in the bid: Bid #13/14-30 WASTE TIRE MANAGEMENT SERVICES; and,

WHEREAS, the Agreement terminates on September 30, 2017, and provides that the County reserves the right to renew the Agreement for two additional periods of 1 year; and,

WHEREAS, the County desires to renew the Agreement for a term commencing October 1, 2017 and ending September 30, 2018; and,

WHEREAS, the Contractor has agreed to hold the current rates, in consideration for this first renewal, and,

WHEREAS, the parties desire to enter into this First Renewal of Agreement/Contract #13/14-135 for the purpose of clearly setting forth their mutual understanding of the matters set forth herein and under the Agreement.

### **WITNESSTH**

NOW THEREFORE, in consideration of the foregoing RECITALS, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. The Standard Addendum to All Contracts and Agreements and the Scrutinized Companies Certification are attached to this Renewal and incorporated herein as Composite Exhibit B.
2. The Agreement/Contract is renewed according to its terms for the period commencing October 1, 2017 and ending September 30, 2018. In all other respects, the Agreement remains in full force and effect according to its terms, both during the remainder of the original term, and throughout the period of the first renewal term, unless otherwise modified in writing by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**LIBERTY TIRE RECYCLING, LLC**

By: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

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

By: \_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_

**S. C. Kopelousos  
County Manager**

Exhibit A

**WASTE TIRE MANAGEMENT AGREEMENT  
CLAY COUNTY AGREEMENT # 13/14- /35 "Waste Tire Management Services"**

THIS AGREEMENT is made and entered into this 23<sup>RD</sup> day of September 2014, by and between the Board of County Commissioners of Clay County, Florida, hereinafter called "County" and Liberty Tire Recycling, LLC, hereinafter called the "Contractor".

WHEREAS the County desires to conduct a Waste Tire Recycling Program to provide a safe, and convenient location where citizens of Clay County can dispose of waste tires, and

WHEREAS the County desires to hire a licensed transporter and recycling / disposal contractor knowledgeable and experienced in the conduct of such a waste tire transporting and recycling / disposal program, and

WHEREAS the Contractor has represented that it is staffed with personnel knowledgeable and experienced in conducting such a waste tire recycling / disposal program and licensed in the State of Florida to transport and recycle / disposal of waste tires.

**WITNESSETH:**

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereby agree as follows:

1. The Contractor shall provide to the County the labor, equipment, and all appurtenances thereto per the requirements set forth in the bid: BID #13/14-30 WASTE TIRE MANAGEMENT SERVICES. The provisions of said BID #13/14-30 and of the Contractor's response submitted to are hereby incorporated by reference and made a part of this Agreement; provided, that in the event the provisions of this Agreement are inconsistent with the provisions of BID #13/14-30 WASTE TIRE MANAGEMENT SERVICES, the provisions of this Agreement shall control.
2. The Contractor shall furnish, at his own cost and expense, all equipment, tools, and labor of every description necessary to carry out and complete the said Work in a good, firm, substantial, and workmanlike manner. The County shall be responsible for providing necessary access and a work environment safe from such perils as nearby construction or operation by the County by heavy equipment in immediate proximity.
3. The Contractor shall perform services to remove waste tires with or without rims, commercial truck, tractor, and off-road heavy equipment tires from the Rosemary Hill Solid Waste Management Facility. The tires shall be used for recycling purposes and or disposal at an approved disposal facility. The Contractor shall remove all waste tires accumulated once every month at a minimum or on request by the County and comply with provisions of the Florida Department of Environmental regulation Waste Tire Rule 62-711.

4. The Contractor shall begin the services to be performed under this Agreement upon Notice to Proceed from the County, and shall undertake such services to assure readiness for and successful completion of the Waste Tire Management Program. In the event of failure of the Contractor to deliver services within thirty (30) days of a request for said services and/or in accordance with this Agreement, the County, after due oral and written notice of the failure and said failure not being cured, may procure the services from the other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies to which the County may be entitled.
5. The term of this Agreement shall be for the period beginning October 1, 2014 and terminating September 30, 2017. The County reserves the right to renew this Agreement for two (2) additional one-year periods upon mutual agreement of both parties.
6. The Contractor will indemnify and hold harmless the County and its agents and employees from and against all liabilities, claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the Work, providing that any such liability, claim, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder. This indemnity includes any fines or penalties imposed on County by any regulatory agencies having jurisdiction for reasons attributable to delays, performance or non- performance on the part of the Contractor arising under this Agreement; provided, the Contractor shall not be deemed responsible for delays or non- performance arising out of circumstances beyond the control of the Contractor, its employees, agents, subcontractors and suppliers, such circumstances to include floods, strikes, and other circumstances which the Contractor could not reasonably have anticipated. In any and all claims against the County or any of its agents or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
7. Including the provisions contained in this Agreement, the Contractor and the County shall adhere to all provisions contained in the Contract Documents (as listed in the BID #13/14-30 WASTE TIRE MANAGEMENT SERVICES), the same being incorporated as part of this Agreement by reference.

8. During the performance of this Agreement, the Contractor herein assures the County that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved.

Other applicable Federal and State laws, executive orders, and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

9. For the services performed, as described in Section 3 hereof, the County agrees to pay the Contractor at the rate as specified on the Bid Form (Attachment "A") for removal of waste tires and upon submission of a statement for work performed from the Contractor. Tonnage shall be based upon the weight of whole tires as weighed by the County at the Rosemary Hill Solid Waste Management Facility's state certified scales. The Contractor will be paid for actual tonnage collected. The County shall provide copies of the actual weight tickets to the Contractor. The Contractor shall be paid in accordance with the Local Government Prompt Payment Act.
10. Licenses. The Contractor certifies that on the day of collection, it will have:
  - a. A valid State of Florida Waste Tire Processing Facility Permit
  - b. A valid business license for tire recycling/ disposal from the state in which recycling/disposal occurs.
11. Insurance. The Contractor shall procure and maintain, at its expense during the term of this Agreement, the insurance specified in the bid documents. The insurance will be in effect from the date of commencement of agreement. The Contractor shall provide the County with a Certificate of Insurance showing coverage, naming the County as certificate holder and additional insured and noting the County's interest.
12. Performance Bond. During the term of this Agreement and any renewals thereof, the Contractor will be required to provide and maintain a performance bond in the amount of \$15,000.00.
13. Warranty. The Contractor warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property, and the environment by the transportation, treatment and disposal of waste tires. The Contractor further warrants that it will perform all services under this Agreement in a safe, efficient, and

lawful manner using industry-accepted practices, and in full compliance with all applicable state and federal laws governing its activities under this Agreement, and that it is under no legal restraint, or order which would prohibit transfer of possession or title of collected waste tires to the Contractor or prohibit the servicing of such waste or the Contractor's performance of services under this Agreement. County will cooperate and/or assist the Contractor, as requested, with its defense, negotiation, adjustment, and/or settlement of a claim against the County.

14. Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to the County: Clay County Department of Environmental Services  
3545 Rosemary Hill Road  
Green Cove Springs, FL 32043  
Attn: Alan Altman, Director

If to the Contractor: Liberty Tire Recycling  
9675 Range Line Road  
Port St. Lucie, FL 34987  
Attn: Phil Tuohy, Region Manager

15. Public Records Law: The Contractor (as used herein, the term "Contractor" means the vendor or other party in the Agreement or Contract providing construction, labor, materials, professional services, and/or equipment to the County hereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, and any other name or label set forth in the Agreement or Contract identifying such entity), 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 this Agreement or Contract and that the Public Records Laws control over any contrary terms in this Agreement or Contract. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with Public Records Laws, and in particular to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement or Contract;
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and 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 record disclosure requirements are not disclosed except as authorized by law; and,
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the Agreement or Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with this section shall be deemed a material breach of this Agreement or Contract, for which the County may terminate this Agreement or Contract immediately upon written notice to the Contractor.

IN WITNESS WHEREOF, The County and the Contractor have executed this Agreement as of the date first written above.

Liberty Tire Recycling, LLC

By: Keith Bloomer  
Its President

KEITH BLOOMER  
Printed Name

Board of County Commissioners  
Clay County, Florida

By: Wendell D. Davis  
Wendell D. Davis, Its Chairman

ATTEST:

[Signature]

ATTEST:

By: [Signature]  
S. C. Kopeloff, County Manager



## STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or 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 contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.

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

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

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

6. If and only if travel and per diem expenses are addressed in the contract or 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 County Manager of the County or his or her designee is obtained.

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

8. With respect to any indemnification by the County provided under the contract or 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 tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.


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

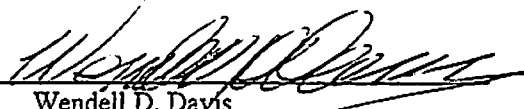
11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or 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 contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

COUNTY:

ATTEST FOR CLAY COUNTY:

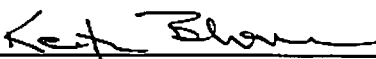
CLAY COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

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

By:   
Wendell D. Davis  
Its Chairman

CONTRACTOR:

(Corporate Seal)

By:   
Its President

(Attachment "A" to Contract)  
CLAY COUNTY  
DEPARTMENT OF ENVIRONMENTAL SERVICES  
BID # 13/14-30 "Waste Tire Management Services"

Note: Clay County does not guarantee any minimum, or maximum, quantity of waste tires that are to be managed by the successful bidder; quantities shown below are for the purpose of determining the low bidder only.

\$\_\_\_\_\_ / Ton X 350 tons/year = (TOTAL OPTION I) \$\_\_\_\_\_

(TOTAL OPTION II) \$ 36,570

Phil Tuckey

**STANDARD ADDENDUM TO ALL CONTRACTS  
AND AGREEMENTS**

[General]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@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: Liberty Tire  
Recycling, LLC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Composite Exhibit B

Scrutinized Companies Certification

[Clay County: Tire Recycling]  
INSERT PROJECT NAME

Name of Company:<sup>1</sup> Liberty Tire Recycling, LLC

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

Insert Name of Company:

Liberty Tire Recycling, LLC

(Seal)

By: \_\_\_\_\_

Its \_\_\_\_\_

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



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, August 1 3:00 PM

TO: Finance and Audit Committee

DATE: 7/26/2017

FROM: Administrative and  
Contractual Services

SUBJECT: Approval of the Adopt-A-Mile Litter Removal Agreement with NAS Jax Combined FCPOA, for a portion of County Road 220 (beginning at Swimming Pen Road and ending at College Drive), for a term of two years, at no cost to the County. Funding Source: Not Applicable (A. Altman)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

This is to allow local organizations to participate in litter removal from roadside parks and roadways at no cost to the County.

Is Funding Required (Yes/No):  
**No**

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

Not Applicable

Sole Source (Yes/No):  
**No**

Advanced Payment  
(Yes/No):  
**No**

Planning Requirements:  
Public Hearing Required (Yes/No):  
**No**

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ▣ Litter Removal Agreement

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	7/26/2017 - 12:00 PM	
County Manager	Kopelousos, Stephanie	Approved	7/27/2017 - 11:42 AM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN 8-1-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	7/14/17	
Staff Member Preparing Form:	Alan Altman	
Department Submitting Contract:	Environmental Services	
Vendor Name:	NAS Jax Combined FCPOA	
Contract Title:	Adopt-A-Mile Litter Removal Agreement	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
	Yes	No
1. New Contract	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Renewal/Amend./Supplement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Sole Source *(explain)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Quotes/bid policy met	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Need to waive bid policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Automatic renewal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Standard Addendum Executed	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Advance Payment Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Contract Amount (*Detail negotiation efforts below) N/A		
10. Previous Price (*If increase explain below) N/A		
11. Date of Original Contract N/A		
12. Number of Renewals N/A		
13. Length of Term 2 Years		
14. Price Negotiation Efforts:		
N/A		
Requested Action: (Please type below)		
Funding Source		
Account Number:		
N/A		
Background/Purpose: (Please type below)		
To allow local organizations to participate in litter removal from roadside parks and roadways at no cost to County.		
FULL Account Name:		
N/A		

### Approvals

Purchasing:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7-20-17	See comment	

Budget:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7/20/17	N/A	

Finance:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7/20/17		

County Attorney:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7/24/17		

Recommended Changes: (Please type below)

\*I realize that this was legal's old standard document, however paragraph #8 should read "safely"; the "I Certify" section should read "Agreement" and white-out should not be used on an agreement. This one is already signed, so please make corrections on future ones, unless legal says otherwise. \*Please complete the "Requested Action" section above.

\*Sole Source Explanation: (Please type below)

See Purchasing's comments - If you would forward your form agreement to me, I will review and update for you.

FORM REVISED: 07/13/2017

RECEIVED  
PURCHASING DIVISION  
JUL 14 12:34 PM

## BOARD OF COUNTY COMMISSIONERS

### ADOPT-A-MILE LITTER REMOVAL AGREEMENT

THIS AGREEMENT, hereinafter called "this Agreement", made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Clay County, a political subdivision of the State of Florida, hereinafter called "the County", by and through its Board of County Commissioners, hereinafter called the "Board", and NAS JAX COMBINED FCPOA, hereinafter called "the Group".

#### WITNESSETH

WHEREAS, CR 220, hereinafter called the "Road", is a part of the Clay County Road System; and,

WHEREAS, the County is authorized to contract with the private sector for performance of its duties; and,

WHEREAS, the County has encouraged the implementation of an "Adopt-a-Mile" program for the participation of local organizations in specific highway litter removal projects administered by its Department of Environmental Services, hereinafter called "the Department"; and,

WHEREAS, the Group is desirous of adopting a minimum of two miles of highway to remove litter along a certain section of the Road described as

Beginning at Swimming Pen Road to College Dr  
hereinafter called the "Roadway Section".

NOW, THEREFORE, the County and the Group, hereinafter called the "Parties", agree as follows:

#### I.

##### THE GROUP SHALL:

- 1. Adopt a minimum of two miles of right-of-way adjacent to the Roadway Section for litter removal at least six times per year.**
2. Perform litter removal in strict accordance with the Department's Safety Recommendations.
3. Remove litter during daylight hours only.
4. Remove litter during good weather conditions only.
5. Contact the Department to arrange an appropriate litter removal schedule, which will not conflict with the County's mowing schedule.

6. Ensure that all participants wear safety vests at all times during the litter removal activity. The Department should be contacted to obtain safety vests, traffic control signs, and large plastic bags prior to litter removal activity and return same when activity is complete.
7. Not pick up litter at construction or maintenance sites, on bridges, on overpasses, or in medians.
8. Only allow such persons to participate as are determined by the Group to be responsible enough to safely participate in the litter removal activity. Participating youths must be at least 12 years of age and the Group shall provide at least one adult supervisor for each five youths between the ages of 12-15 who are participating in the litter removal activity.
9. Not bring persons to observe the activity if the person is under the age of 16 and is not an official participant.
10. Not wear clothing that would hinder the sight of participants.

**THE DEPARTMENT SHALL:**

1. Provide Adopt-a-Mile signs at the beginning and end of the adopted highway section.
2. Remove certain litter under unusual circumstances (i.e., large, heavy, or hazardous items).

**II.**

The Group covenants and agrees that it will indemnify and hold harmless the County, the Department, the Board, its member agencies, any maintaining agencies, and all of their officers, agents and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by or attributable to the Group or by or to any of the Group's members or participants during the performance of the Group's duties under this Agreement, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither the Group nor any of its members shall be liable under this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County, the Department, the Board and its member agencies, any maintaining agencies, and all of their officers, employees, and agents.

**III.**

This Agreement shall remain in effect for a two year period. The Department or Group may terminate this Agreement for any reason upon thirty days notice.

**IV.**

This Agreement is nontransferable and non-assignable by the Group in whole or in part without the prior written consent of the Department.



V.

This Agreement is for litter removal activities only. Any beautification activities must be pursued by another method.

VI.

The Board shall screen and select the sections of highway adopted by groups for litter removal, and the Group shall not undertake any litter removal activities for any other highway section of the Clay County Road System except for the Roadway Section. The Board shall also decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution of fulfillment of the services hereunder, and the character, quality, amount, and value thereof, and its decisions upon all claims, questions, and disputes shall be final and conclusive upon the Parties.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the day and year first written above.

I CERTIFY that I am familiar with the information contained in this Agreement and that I possess the authority to execute this Agreement on behalf of the Group.

Name of Group: NAS JAX COMBINED FCPOA

By: PO1 TYLER SIMONSEN  Date: 20 JAN 2017  
Group Representative

TITLE: SECURITY MANAGER DIVISION LEADING PETTY OFFICER

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chairman

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_  
S. C. Kopelousos  
County Manager and Clerk of the Board



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, August 1 3:00 PM

TO: Finance and Audit Committee

DATE: 7/26/2017

FROM: Administrative and  
Contractual Services

SUBJECT: Approval of the Second Extension to Agreement #12/13-179 with Care Environmental Corp., for household hazardous waste collection received at the Rosemary Hill Facility, for a term of one year, at the cost of \$39,000.00. Funding Source: 401-3802-534600 (Solid Waste Fund - Environmental Services - Temp Labor/Bill/Coll/Management) (A. Altman)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

To provide collection of household hazardous waste received at the Rosemary Hill Facility. The price increase over last year is due to an increase in volume.

Is Funding Required (Yes/No):  
**Yes**

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

Funding Source: Solid Waste Fund - Environmental Services - Temp  
Labor/Bill/Coll/Management

Account # 401-3802-534600 Amount - \$39,000.00

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

- ▣ 2nd Extension to Agreement #12/13-179-Care Environmental

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	7/27/2017 - 12:03 PM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCL FIN
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	6/29/17	
Staff Member Preparing Form:	Alan Altman	
Department Submitting Contract:	Environmental Services	
Vendor Name:	Care Environmental Corp.	
Contract Title:	Household Hazardous Waste Collection	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	Y	(N) 9. Contract Amount (*Detail negotiation efforts below) \$39,000 EST
2. Renewal/Amend./Supplement	(Y) N	10. Last Year's Price (*If increase explain below) \$36,000.00
3. Sole Source ** (explain below)	Y** (N)	11. Date of Original Contract September 24, 2013
4. Quotes/bid policy met	(Y) N	12. Number of Renewals 2
5. Need to waive bid policy	Y (N)	13. Length of Term One Year <i>Extension</i>
6. Automatic renewal	n/a (N)	
7. Standard Addendum Executed	(Y) N	<i>Extension</i> Requested Action: Second <i>Renewal</i> of Agreement 12/13-179 for Household
8. Advance Payment Required	Y (N)	Hazardous Waste Management Services
Funding Source		
Account Number: 401-3802-534600	Background/Purpose: Provide collection of household hazardous waste received at the Rosemary Hill Facility.	
Account Name: Solid Waste Fund- Environmental Services Temp Labor/Bill/Coll/Mgmt	*Price increase due to increased volume.	

### Approvals

Purchasing: <i>SS</i>	No Changes	With Changes
Review Date: 7-10-17		<i>✓</i>

Recommended Changes: *\* Please see handwritten comments on the first page.*

Budget: <i>SS</i>	No Changes	With Changes
Review Date: 7/10/17	<i>✓</i>	

*\* pending approval of FY17/18 Budget*

Finance: <i>SS</i>	No Changes	With Changes
Review Date: 7/11/17		

\*Price Negotiation Efforts: \_\_\_\_\_

County Attorney: <i>SS</i>	No Changes	With Changes
Review Date: 7/14/17		<i>✓</i>

*see revisions noted on document*

\*\* Sole Source Explanation: \_\_\_\_\_

RECEIVED  
PURCHASING DIVISION  
2017 JUN 29 P 2:20  
CLAY COUNTY BOARD OF COMMISSIONERS

## **SECOND EXTENSION OF AGREEMENT #12/13-179**

This Second Extension of Agreement #12/13-179 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of County Commissioners of Clay County, Florida, hereinafter called the "County", and Care Environmental Corp., hereinafter called the "Contractor".

### **RECITALS**

WHEREAS, the parties have previously entered into an Agreement designated by the County as Agreement #12/13-179, attached hereto as Exhibit A and hereinafter called the "Agreement", whereby the Contractor agreed to provide labor, equipment, and all appurtenances thereto per the requirements set forth in the bid: Bid #12/13-22 Household Hazardous Waste (HHW) Management Services; and,

WHEREAS, the parties have previously entered into the First Extension of Agreement attached hereto as Exhibit B, which terminates on September 30, 2017; and,

WHEREAS, Agreement #12/13-179 provides that the Agreement may be extended for one additional period of 1 year; and,

WHEREAS, the County desires to extend the Agreement for a one (1) year term commencing October 1, 2017 and ending September 30, 2018; and,

WHEREAS, the Contractor has agreed to hold the current rates, in consideration for this second extension, and,

WHEREAS, the parties desire to enter into this Second Extension of Agreement #12/13-179 for the purpose of clearly setting forth their mutual understanding of the matters set forth herein and under the Agreement.

### **WITNESSTH**

NOW THEREFORE, in consideration of the foregoing RECITALS, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. The Agreement #12/13-179, extended by the First Extension, is hereby extended for the Second Extension according to its terms for the period commencing October 1, 2017 and ending September 30, 2018. In all other respects, the Agreement remains in full force and effect according to its terms, both during the remainder of the First Extension, and throughout the period of the second extension, unless otherwise modified in writing by the parties hereto.
2. The Standard Addendum to All Contracts and Agreements and the Scrutinized Companies Certification are attached to this Extension and incorporated herein as Exhibit C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CARE ENVIRONMENTAL CORP

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_

S. C. Kopelousos  
County Manager

Exhibit A

CLAY COUNTY AGREEMENT #12/13-179  
HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement, dated this 24 day of September, 2013 by and between Clay County Board of County Commissioners, a political subdivision of the State of Florida herein after called "the COUNTY" and Care Environmental Corp. herein after called the "CONTRACTOR".

WHEREAS the COUNTY desires to conduct a Household Hazardous Waste Collection Program to provide a safe, and convenient location where citizens of Clay County can dispose of household hazardous wastes, and

WHEREAS the COUNTY desires to <sup>engage</sup> ~~hire~~ a professional CONTRACTOR knowledgeable and experienced in the conduct of such a waste collection and disposal program, and

WHEREAS CONTRACTOR has represented that it is staffed with personnel knowledgeable and experienced in conducting such a waste disposal program.

WITNESSETH:

Now, therefore, in consideration of the mutual promises and benefits of this Agreement, the COUNTY, and CONTRACTOR agree as follows:

1. <sup>Engagement</sup> ~~Employment~~ of CONTRACTOR. The COUNTY agrees to <sup>engage</sup> ~~hire~~ CONTRACTOR and CONTRACTOR agrees to act as the COUNTY'S CONTRACTOR to collect household hazardous wastes from the Household Hazardous Waste Collection Program Facility through September 30, 2016. The COUNTY reserves the right and option to extend the Agreement for two (2) additional (1) year periods.

2. Scope of Services. CONTRACTOR shall perform in a good and professional manner the services identified in the COUNTY'S BID #12/13-22 "Household Hazardous Waste" and CONTRACTOR'S Bid dated 7/12/13 (hereinafter collectively referred to as "Bid"), which are incorporated by reference, as well as the terms in this Agreement. Any conflict between the terms of this Agreement and the terms of the Request for Bid or the Bid will be governed by the terms of this Agreement.

a. CONTRACTOR shall have present at the collection site employees or agent of CONTRACTOR as described in the Bid trained in the identification of hazardous and acutely hazardous wastes (collectively "Wastes") as defined by federal or Florida laws or regulations, and such materials and equipment as are necessary to handle, containerize, label, load, and transport such Wastes from the COUNTY'S collection site in a manner conforming to Florida and federal laws and regulations.

b. CONTRACTOR shall accept Wastes, for transportation and disposal from the COUNTY collection site, only from such individuals as are designated by a COUNTY

representative present at the site as being residents of the COUNTY service area, and only in such amounts as are approved by such representative.

c. Except as provided in Paragraph d below, the CONTRACTOR will not be responsible for the following Wastes which it will neither handle at the site nor accept for disposal:

Compressed Gas Cylinders, Explosives or Shock Sensitive Materials and Ammunition, Unknown Materials, Radioactive Materials, Infectious or Biologically Active Materials, Tri, Tetra-and Pentachlorophenols and their Chlorophenoxy derivative Acids, Esters, Ethers, and amine and other Salts (i.e., Sodium Pentachlorophenate, 2,4,5-T, Silvex and 2,4,5-TP).

d. Dioxin associated wastes, from households only, will be disposed of by CONTRACTOR through incineration. The COUNTY will compensate CONTRACTOR for packaging, transportation, and disposal of such materials in accordance with the proposed fee schedule in the bid.

3. Time of Performance and Failure to Deliver. CONTRACTOR shall begin the services to be performed under this Agreement upon Notice to Proceed from the COUNTY, and shall undertake such services to assure readiness for and successful completion of the Household Hazardous Waste Collection Program. In the event of failure of the CONTRACTOR to deliver services within thirty (30) days of a request for said services and/or in accordance with this Agreement, the COUNTY, after due oral or written notice of the failure and said failure having not being cured within the aforementioned 30 days, may procure the services from the other sources and hold the CONTRACTOR responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the COUNTY may have.

4. Excuse of Performance. The COUNTY'S obligation to deliver and CONTRACTOR'S obligation to accept for servicing any waste pursuant to this Agreement may be suspended by either party in the event of: act of God, war, riot, fire, explosion, accident, flood, sabotage; lack of adequate fuel, power, raw material, labor, containers, or transportation facilities, for which the failure to procure is beyond means of each party; for a reasonable time to comply with governmental requests, laws, regulations, orders or actions; breakage or failure of machinery or apparatus, for which the failure to repair is beyond the reasonable means of each party; national defense requirements or any other event beyond the reasonable control of such party; for a reasonable time to resolve labor trouble, strike, lockout, or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); which event prevents the delivery, transportation, acceptance, treatment, incineration, or disposal of waste.

5. Compensation and Payment. The COUNTY agrees to pay CONTRACTOR for its services in accordance with the prices and terms of payment set forth in the Bid and upon submission of an invoice for same from CONTRACTOR. All Invoiced Items must be clearly identified to match to the Bid Form (Exhibit A) by item type, description, etc. Payment terms shall be in accordance with the Local Government Prompt Payment Act. The COUNTY shall

reimburse CONTRACTOR for tariffs, fees, surcharges, or other charges imposed by legislation or regulations enacted or promulgated after the execution date of this Agreement and levied specifically upon the transportation, treatment, storage, incineration, recycling, or disposal of the waste upon thirty (30) days written notice of such changes in legislation or regulation and upon submission by CONTRACTOR of evidence that such charges have been levied and paid, and the COUNTY is not exempt therefrom.

6. Generator. The COUNTY shall be deemed to be the "Generator", for recordkeeping and paperwork purposes, of all Wastes accepted by CONTRACTOR during the Household Hazardous Waste Program from residents of the COUNTY'S service area.

7. Licenses. CONTRACTOR certifies that it has, and will maintain throughout the term of the agreement:

a. Valid Environmental Protection Agency ("EPA") identification numbers for transportation and storage of hazardous and acutely hazardous wastes; and

b. A valid Florida permit for transportation of hazardous wastes.

8. Insurance. CONTRACTOR shall procure and maintain, at its expense during the term of this Agreement, at least the following insurance covering the services to be performed under this Agreement:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida Law	\$1,000,000
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c. Worker's Compensation/ Employer's Liability

1. Worker's Compensation	statutory limits
2. Employer's Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d.	Professional Liability	\$1,000,000
e.	Environmental Impairment Liability	\$5,000,000
		Per Claim
		\$10,000,000
		Aggregate
f.	MCS-90 Endorsement for Hazardous Materials Transportation	\$5,000,000

9. Performance and Payment Bond. During the term of this Agreement and any renewals thereof, CONTRACTOR will be required to provide and maintain a performance and payment bond in the amount of fifty thousand dollars (\$50,000).

10. Title of Waste. COUNTY shall be identified on the Uniform Hazardous Waste Manifest as the generator for all wastes collected by CONTRACTOR during the household hazardous waste collection event and shipped off the COUNTY'S site for disposal by CONTRACTOR.

11. Warranty. CONTRACTOR warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property, and the environment by the transportation, treatment and disposal of Household Hazardous Wastes. CONTRACTOR further warrants that it will perform all services under this Agreement in a safe, efficient, and lawful manner using industry-accepted practices, and in full compliance with all applicable state and federal laws governing its activities under this Agreement, and that it is under no legal restraint or order which would prohibit transfer of possession or title of collected wastes to CONTRACTOR or prohibit the servicing of such waste or CONTRACTOR'S performance of services under this Agreement. COUNTY will cooperate and/or assist CONTRACTOR, as requested, with its defense, negotiation, adjustment, and/or settlement of a claim against the COUNTY.

12. Indemnification.

a. CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY from and against any and all liabilities, claims, penalties, fines, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement, and reasonable attorney's fees) which may be alleged against the COUNTY or which the COUNTY may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulation or orders, to the extent that such damage was caused by CONTRACTOR'S or CONTRACTOR'S agents' negligent, willful or intentional act or omission, breach of contract or a failure of CONTRACTOR'S warranties to be true, accurate or complete.



b. Subject to and within the limits of Florida Statutes 768.28, the COUNTY shall indemnify, hold harmless and defend CONTRACTOR from and against any and all liabilities, claims, penalties, fines, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement, and reasonable attorney's fees) which may be alleged against CONTRACTOR or which CONTRACTOR may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations or orders, to the extent that such damage was caused by the COUNTY'S or the COUNTY'S agents' negligent, willful or intentional act or omission, breach of contract or a failure of the COUNTY'S warranties to be true, accurate or complete.

13. Independent CONTRACTOR. CONTRACTOR is and shall perform this agreement as an independent CONTRACTOR and, as such, shall have and maintain complete control over all of its employees and operations. Neither CONTRACTOR nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the COUNTY.

14. Modification. No modification of this Agreement shall be binding on CONTRACTOR or the COUNTY unless agreed to in writing signed by both parties.

15. Heading. The titles of the paragraphs of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting the provisions of this Agreement.

16. Completeness of Agreement. This Agreement and any documents incorporated by reference herein contain all the terms and conditions agreed to by the COUNTY and CONTRACTOR, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

17. When Rights and Remedies Not Waived. In no event shall the making by the COUNTY of any payment to CONTRACTOR constitute or be construed as a waiver by the COUNTY of any breach of covenant, or any default which may then exist, on the part of CONTRACTOR, and the making of any such payment by the COUNTY while any such breach or default exist shall in no way impair or prejudice any right or remedy available to the COUNTY with respect to such breach or default. Any waiver by either party of any provision or condition of this Agreement shall not be construed or decreed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing by the party to be bound.

18. Personnel. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. CONTRACTOR is and shall perform this Agreement as an independent CONTRACTOR, and as such, shall have and maintain complete control over all its employees and operations.

19. Non-Discrimination Provision. During the performance of this Agreement, CONTRACTOR agrees as follows:

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

b. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that CONTRACTOR is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

20. Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to the COUNTY: Clay County Department of Environmental Services  
3545 Rosemary Hill Road  
Green Cove Springs, FL 32043  
Attn: Alan Altman, Director

If to the CONTRACTOR: Care Environmental Corp.  
10 Orben Drive  
Landing, NJ 07850

COUNTY shall give written notice to CONTRACTOR of a claim for indemnification under paragraph 12 of this Agreement within fifteen (15) days following the COUNTY'S first knowledge of the event or occurrence which gives rise to that claim. Upon receipt of notice, CONTRACTOR shall have the right to retain counsel to defend, negotiate, adjust and/or settle a claim brought against the COUNTY and CONTRACTOR will pay reasonable attorney's fees and other litigation expenses.

21. Governing Law. The COUNTY and CONTRACTOR agree that the validity and construction of this Agreement shall be governed by the laws of the State of Florida, except where preempted by federal law, and any such actions shall be brought in Clay County, Florida.

22. Assignment. The COUNTY and CONTRACTOR bind themselves and any successors and assigns to this Agreement. CONTRACTOR shall not assign, sublet, or transfer its interest in this Agreement without written consent of the COUNTY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and CONTRACTOR.

23. Severability. If any section, subsection, sentence or clause of this Agreement shall be adjudged illegal, invalid or unenforceable such illegality, invalidity, or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any section, subsection or clause hereof not so adjudged.

24. Standard Addendum. The COUNTY'S Standard Addendum to All Contracts and Agreements is attached and made a part hereof.

25. In the event of litigation arising out of this Agreement, the prevailing party is entitled to an award of reasonable attorney's fees, including any fees incurred in any appellate proceedings.

IN WITNESS WHEREOF, The COUNTY and CONTRACTOR have executed this Agreement as of the date first written above.

CARE ENVIRONMENTAL CORP.

By: \_\_\_\_\_

Its President

Francis J. McKenna, Jr.

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

By: \_\_\_\_\_

Its Chairman

ATTEST:

By: \_\_\_\_\_

S.C. Kopelousos  
County Manager

# BID FORM

Bid #12/13-22

"Household Hazardous Waste (HHW) Management Services"

The Proposer shall submit pricing for all "unit prices" categories shown below. These prices shall be for disposal of RCRA permitted facility only; the exception being used oil that is not contaminated with hazardous waste. Such used oil can be disposed of at a FDEP approved used oil recycling facility.

1. The bidder proposes to charge the County a fee of \$ NO Charge per hour for Household Hazardous Waste Services (i.e., personnel, equipment, supplies). Estimated Hours per Year is 48. Extended Total \$ 0

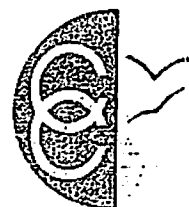
## Note:

- All lab pack pricing listed below shall include all costs incurred including the cost of the container, packaging materials, labels, transportation, and disposal charges (Price each)
- All drum pricing listed below shall include all costs incurred including the cost of the container, packaging materials, labels, transportation, and disposal costs (Price each)

			Unit Price	Estimated Containers Shipped/Year	Extended Totals
A-1 Absorbents exhibiting characteristics of a Hazardous Waste					
A-1.5	5	Gallon	\$ 50.00	1	\$ 50.00
A-1.15	15	Gallon	\$ 100.00	1	\$ 100.00
A-1.30	30	Gallon	\$ 150.00	1	\$ 150.00
A-1.55	55	Gallon	\$ 220.00	1	\$ 220.00
A-2 Absorbents with petroleum contamination					
A-2.5	5	Gallon	\$ 30.00	1	\$ 30.00
A-2.15	15	Gallon	\$ 50.00	1	\$ 50.00
A-2.30	30	Gallon	\$ 75.00	1	\$ 75.00
A-2.55	55	Gallon	\$ 95.00	1	\$ 95.00
B-1 Adhesive/caulking compounds – Bulk in Containers – flammable/non-flammable					
B-1.5	5	Gallon	\$ 50.00	1	\$ 50.00
B-1.15	15	Gallon	\$ 100.00	1	\$ 100.00
B-1.30	30	Gallon	\$ 125.00	1	\$ 125.00
B-1.55	55	Gallon	\$ 220.00	10	\$ 220.00



			Unit Price	Estimated Containers Shipped/Yearly	Extended Totals
C-1 Aerosols- Mixed-Bulk					
C-1.5	5	Gallon	\$ 50.00	1	\$ 50.00
C-1.15	15	Gallon	\$ 75.00	1	\$ 75.00
C-1.30	30	Gallon	\$ 150.00	1	\$ 150.00
C-1.55	55	Gallon	\$ 200.00	1	\$ 200.00
D-1 Analysis Cost for unknowns TCLP					
			\$ 500.00	1	\$ 500.00
D-2 Analysis Cost for unknowns Field ID					
			\$ N/C	1	\$ N/C
E-1 Asbestos containing material - Bulk					
E-1.5	5	Gallon	\$ 50.00	1	\$ 50.00
E-1.15	15	Gallon	\$ 75.00	1	\$ 75.00
E-1.30	30	Gallon	\$ 100.00	1	\$ 100.00
E-1.55	55	Gallon	\$ 125.00	1	\$ 125.00
F-1 Chlorinated Solvents - Lab Pack					
F-1.5	5	Gallon	\$ 50.00	1	\$ 50.00
F-1.15	15	Gallon	\$ 75.00	1	\$ 75.00
F-1.30	30	Gallon	\$ 100.00	1	\$ 100.00
F-1.55	55	Gallon	\$ 200.00	1	\$ 200.00
F-2 Chlorinated Solvents - Bulk					
F-2.5	5	Gallon	\$ 75.00	1	\$ 75.00
F-2.15	15	Gallon	\$ 125.00	1	\$ 125.00
F-2.30	30	Gallon	\$ 200.00	1	\$ 200.00
F-2.55	55	Gallon	\$ 275.00	1	\$ 275.00



			Unit Price	Estimated Containers Shipped/Yearly	Extended Totals
G-1 Corrosive Liquids Acidic – Lab Pack					
G-1.5	5	Gallon	\$ 50.00	1	\$ 50.00
G-1.15	15	Gallon	\$ 75.00	1	\$ 75.00
G-1.30	30	Gallon	\$ 125.00	1	\$ 125.00
G-1.55	55	Gallon	\$ 200.00	6	\$ 1200.00

G-2 Corrosive Liquids Acidic – Bulk

G-2.5	5	Gallon	\$ 50.00	1	\$ 50.00
G-2.15	15	Gallon	\$ 75.00	1	\$ 75.00
G-2.30	30	Gallon	\$ 125.00	1	\$ 125.00
G-2.55	55	Gallon	\$ 200.00	1	\$ 200.00

G-3 Corrosive Liquids Alkaline – Lab Pack

G-3.5	5	Gallon	\$ 50.00	1	\$ 50.00
G-3.15	15	Gallon	\$ 75.00	1	\$ 75.00
G-3.30	30	Gallon	\$ 125.00	1	\$ 125.00
G-3.55	55	Gallon	\$ 200.00	3	\$ 600.00

G-4 Corrosive Liquids Alkaline – Bulk

G-4.5	5	Gallon	\$ 50.00	1	\$ 50.00
G-4.15	15	Gallon	\$ 75.00	1	\$ 75.00
G-4.30	30	Gallon	\$ 125.00	1	\$ 125.00
G-4.55	55	Gallon	\$ 200.00	1	\$ 200.00

G-5 Corrosive Solids – Lab Pack

G-5.5	5	Gallon	\$ 50.00	2	\$ 100.00
G-5.15	15	Gallon	\$ 75.00	1	\$ 75.00
G-5.30	30	Gallon	\$ 125.00	3	\$ 375.00
G-5.55	55	Gallon	\$ 200.00	3	\$ 600.00

G-6 Corrosive Solids – Bulk

G-6.5	5	Gallon	\$ 50.00	1	\$ 50.00
G-6.15	15	Gallon	\$ 75.00	1	\$ 75.00
G-6.30	30	Gallon	\$ 125.00	1	\$ 125.00
G-6.55	55	Gallon	\$ 200.00	1	\$ 200.00



			Unit Prices	Estimated Containers Shipped/Yearly	Extended Totals
H-1	Cyanide - Lab pack				
H-1.5	5	Gallon	\$ 50.00	1	\$ 50.00
H-1.15	15	Gallon	\$ 75.00	1	\$ 75.00
H-1.30	30	Gallon	\$ 150.00	1	\$ 150.00
H-1.55	55	Gallon	\$ 295.00	1	\$ 295.00

I-1 Dioxin Related Material - Household Quantities

I-1.5	5	Gallon	\$ 50.00	3	\$ 150.00
I-1.15	15	Gallon	\$ 75.00	1	\$ 75.00
I-1.30	30	Gallon	\$ 150.00	1	\$ 150.00
I-1.55	55	Gallon	\$ 250.00	1	\$ 250.00

J-1 Fertilizers - Bulk

J-1.5	5	Gallon	\$ 40.00	1	\$ 40.00
J-1.15	15	Gallon	\$ 50.00	1	\$ 50.00
J-1.30	30	Gallon	\$ 60.00	1	\$ 60.00
J-1.55	55	Gallon	\$ 75.00	1	\$ 75.00

J-2 Flammable Liquids - Bulk < 1 inch solids, BTU/lb. Value > 10,000

J-2.5	5	Gallon	\$ 25.00	1	\$ 25.00
J-2.15	15	Gallon	\$ 50.00	1	\$ 50.00
J-2.30	30	Gallon	\$ 50.00	1	\$ 50.00
J-2.55	55	Gallon	\$ 90.00	10	\$ 900.00

J-3 Flammable Liquids - Bulk > 1 inch but < 6 inches solids, BTU/lb. > 10,000

J-3.5	5	Gallon	\$ 25.00	1	\$ 25.00
J-3.15	15	Gallon	\$ 50.00	1	\$ 50.00
J-3.30	30	Gallon	\$ 50.00	1	\$ 50.00
J-3.55	55	Gallon	\$ 90.00	25	\$ 2250.00



			Unit Prices	Estimated Containers Shipped/Yearly	Extended Totals
J-4	Flammable Liquids – Bulk < 18 inches solid, BTU/lb. Value > 5,000				
J-4.5	5	Gallon	\$ 25.00	1	\$ 25.00
J-4.15	15	Gallon	\$ 50.00	1	\$ 50.00
J-4.30	30	Gallon	\$ 50.00	1	\$ 50.00
J-4.55	55	Gallon	\$ 90.00	20	\$ 1800.00

J-5 Flammable Liquids – Bulk Soft Sludge's, BTU/lb. Value > 5,000 pourable

J-5.5	5	Gallon	\$ 25.00	1	\$ 25.00
J-5.15	15	Gallon	\$ 50.00	1	\$ 50.00
J-5.30	30	Gallon	\$ 50.00	1	\$ 50.00
J-5.55	55	Gallon	\$ 90.00	10	\$ 900.00

J-6 Flammable Liquids – Consolidation/Incineration

J-6.5	5	Gallon	\$ 25.00	1	\$ 25.00
J-6.15	15	Gallon	\$ 50.00	1	\$ 50.00
J-6.30	30	Gallon	\$ 50.00	1	\$ 50.00
J-6.55	55	Gallon	\$ 90.00	1	\$ 90.00

J-7 Flammable Liquids – Fuel Blending – Lab pack

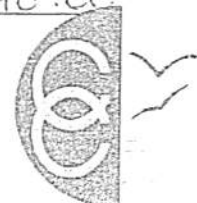
J-7.5	5	Gallon	\$ 25.00	1	\$ 25.00
J-7.15	15	Gallon	\$ 50.00	1	\$ 50.00
J-7.30	30	Gallon	\$ 50.00	1	\$ 50.00
J-7.55	55	Gallon	\$ 190.00	15	\$ 2850.00

J-8 Flammable Liquids – Incineration – Lab Pack

J-8.5	5	Gallon	\$ 50.00	5	\$ 250.00
J-8.15	15	Gallon	\$ 75.00	1	\$ 75.00
J-8.30	30	Gallon	\$ 75.00	1	\$ 75.00
J-8.55	55	Gallon	\$ 190.00	1	\$ 190.00

J-9 Flammable Solids – Lab Pack

J-9.5	5	Gallon	\$ 50.00	1	\$ 50.00
J-9.15	15	Gallon	\$ 75.00	1	\$ 75.00
J-9.30	30	Gallon	\$ 75.00	1	\$ 75.00
J-9.55	55	Gallon	\$ 190.00	1	\$ 190.00





			Unit Prices	Estimated Containers Shipped/Yearly	Extended Totals
J-10	Flammable Solids - Bulk				
J-10.5	5	Gallon	\$ 50.00	1	\$ 50.00
J-10.15	15	Gallon	\$ 75.00	1	\$ 75.00
J-10.30	30	Gallon	\$ 75.00	1	\$ 75.00
J-10.55	55	Gallon	\$ 190.00	1	\$ 190.00

K-1 Isocyanates - Lab Pack

K-1.5	5	Gallon	\$ 50.00	5	\$ 250.00
K-1.15	15	Gallon	\$ 75.00	1	\$ 75.00
K-1.30	30	Gallon	\$ 75.00	1	\$ 75.00
K-1.55	55	Gallon	\$ 190.00	1	\$ 190.00

L-1 Liquids Containing Polychlorinated Biphenyls- Lab Pack

L-1.5	5	Gallon	\$ 150.00	1	\$ 150.00
L-1.15	15	Gallon	\$ 180.00	1	\$ 180.00
L-1.30	30	Gallon	\$ 200.00	1	\$ 200.00
L-1.55	55	Gallon	\$ 300.00	1	\$ 300.00

L-2 Liquids Containing Polychlorinated Biphenyls - Bulk

L-2.5	5	Gallon	\$ 150.00	1	\$ 150.00
L-2.15	15	Gallon	\$ 180.00	1	\$ 180.00
L-2.30	30	Gallon	\$ 200.00	1	\$ 200.00
L-2.55	55	Gallon	\$ 300.00	1	\$ 300.00

L-3 Solids Containing Polychlorinated Biphenyls - Lab Pack

L-3.5	5	Gallon	\$ 150.00	1	\$ 150.00
L-3.15	15	Gallon	\$ 180.00	1	\$ 180.00
L-3.30	30	Gallon	\$ 200.00	1	\$ 200.00
L-3.55	55	Gallon	\$ 300.00	1	\$ 300.00



			Unit Price	Estimated Containers Shipped/Yearly	Extended Totals
L-4	Solids Containing Polychlorinated Biphenyls - Bulk				
L-4.5	5	Gallon	\$150.00	1	\$150.00
L-4.15	15	Gallon	\$180.00	1	\$180.00
L-4.30	30	Gallon	\$200.00	1	\$200.00
L-4.55	55	Gallon	\$300.00	1	\$300.00

M-1 Maneb Preparations - Lab Pack

M-1.5	5	Gallon	\$50.00	1	\$50.00
M-1.15	15	Gallon	\$75.00	1	\$75.00
M-1.30	30	Gallon	\$150.00	1	\$150.00
M-1.55	55	Gallon	\$190.00	1	\$190.00

N-1 Mercury Metallic, Liquid - Lab Pack

N-1.5	5	Gallon	\$50.00	2	\$100.00
N-1.15	15	Gallon	\$100.00	1	\$100.00
N-1.30	30	Gallon	\$200.00	1	\$200.00
N-1.55	55	Gallon	\$250.00	1	\$250.00

N-2 Mercury Containing Compounds, Solids - Lab Pack

N-2.5	5	Gallon	\$150.00	1	\$150.00
N-2.15	15	Gallon	\$200.00	1	\$200.00
N-2.30	30	Gallon	\$220.00	1	\$220.00
N-2.55	55	Gallon	\$300.00	1	\$300.00

N-3 Mercury Containing Solutions <260 mg/liter HG - Lab Pack

N-3.5	5	Gallon	\$150.00	1	\$150.00
N-3.15	15	Gallon	\$200.00	1	\$200.00
N-3.30	30	Gallon	\$220.00	1	\$220.00
N-3.55	55	Gallon	\$300.00	1	\$300.00

N-4 Mercury Solutions > 260 mg/liter Hg - Lab Pack

N-4.5	5	Gallon	\$150.00	1	\$150.00
N-4.15	15	Gallon	\$200.00	1	\$200.00
N-4.30	30	Gallon	\$220.00	1	\$220.00
N-4.55	55	Gallon	\$300.00	1	\$300.00



			Unit Price	Estimated Containers Shipped/Yearly	Extended Totals
N-5 Mercury Debris - Lab Pack (e.g. thermometers, etc.)					
N-5.5	5	Gallon	\$150.00	1	\$150.00
N-5.15	15	Gallon	\$200.00	1	\$200.00
N-5.30	30	Gallon	\$220.00	1	\$220.00
N-5.55	55	Gallon	\$300.00	1	\$300.00

O-1 Naphthalene, Refined - Lab Pack

O-1.5	5	Gallon	\$100.00	1	\$100.00
O-1.15	15	Gallon	\$150.00	1	\$150.00
O-1.30	30	Gallon	\$180.00	1	\$180.00
O-1.55	55	Gallon	\$200.00	1	\$200.00

P-1 Organic Peroxides Liquid, Type E - Lab Pack

P-1.5	5	Gallon	\$100.00	1	\$100.00
P-1.15	15	Gallon	\$150.00	1	\$150.00
P-1.30	30	Gallon	\$200.00	1	\$200.00
P-1.55	55	Gallon	\$250.00	1	\$250.00

Q-1 Oxidizer Liquids - Lab Pack

Q-1.5	5	Gallon	\$100.00	1	\$100.00
Q-1.15	15	Gallon	\$150.00	2	\$300.00
Q-1.30	30	Gallon	\$200.00	1	\$200.00
Q-1.55	55	Gallon	\$250.00	1	\$250.00

Q-2 Oxidizer Liquids - Bulk

Q-2.5	5	Gallon	\$100.00	4	\$400.00
Q-2.15	15	Gallon	\$150.00	1	\$150.00
Q-2.30	30	Gallon	\$200.00	1	\$200.00
Q-2.55	55	Gallon	\$250.00	1	\$250.00



			Unit Prices	Estimated Containers Shipped/Yearly	Extended Totals
Q-3 Oxidizer Solids -- Lab Pack					
Q-3.5	5	Gallon	\$ 100.00	2	\$ 200.00
Q-3.15	15	Gallon	\$ 150.00	1	\$ 150.00
Q-3.30	30	Gallon	\$ 200.00	1	\$ 200.00
Q-3.55	55	Gallon	\$ 250.00	2	\$ 500.00

Q-4 Oxidizer Solids -- Bulk

Q-4.5	5	Gallon	\$ 100.00	1	\$ 100.00
Q-4.15	15	Gallon	\$ 150.00	1	\$ 150.00
Q-4.30	30	Gallon	\$ 200.00	1	\$ 200.00
Q-4.55	55	Gallon	\$ 250.00	3	\$ 750.00

R-1 Bulk Oil Base

R-1.5	5	Gallon	\$ 50.00	1	\$ 50.00
R-1.15	15	Gallon	\$ 75.00	1	\$ 75.00
R-1.30	30	Gallon	\$ 95.00	2	\$ 190.00
R-1.55	55	Gallon	\$ 110.00	2	\$ 220.00

R-2 Paint, Oil Base -- Bulk < 1 inch solid

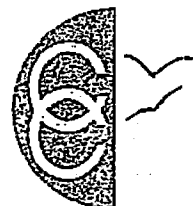
R-2.5	5	Gallon	\$ 50.00	1	\$ 50.00
R-2.15	15	Gallon	\$ 75.00	1	\$ 75.00
R-2.30	30	Gallon	\$ 95.00	1	\$ 95.00
R-2.55	55	Gallon	\$ 110.00	1	\$ 110.00

R-3 Paint, Oil Base -- Bulk > 1 inch but < 6 inches solid

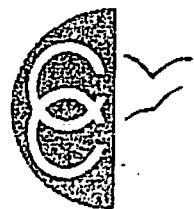
R-3.5	5	Gallon	\$ 50.00	1	\$ 50.00
R-3.15	15	Gallon	\$ 75.00	1	\$ 75.00
R-3.30	30	Gallon	\$ 95.00	1	\$ 95.00
R-3.55	55	Gallon	\$ 110.00	20	\$ 2200.00

R-4 Paint, Oil Base -- Bulk > 6 inches but < 18 inches solid

R-4.5	5	Gallon	\$ 50.00	1	\$ 50.00
R-4.15	15	Gallon	\$ 75.00	1	\$ 75.00
R-4.30	30	Gallon	\$ 95.00	1	\$ 95.00
R-4.55	55	Gallon	\$ 110.00	10	\$ 1100.00



			Unit Prices	Estimated Containers Shipped/Yearly	Extended Totals
R-5 E. Paint, Oil Base - Bulk > 18 inches Solid					
R-5.5	5	Gallon	\$ <u>50.00</u>	<u>1</u>	\$ <u>50.00</u>
R-5.15	15	Gallon	\$ <u>75.00</u>	<u>1</u>	\$ <u>75.00</u>
R-5.30	30	Gallon	\$ <u>95.00</u>	<u>1</u>	\$ <u>95.00</u>
R-5.55	55	Gallon	\$ <u>110.00</u>	<u>15</u>	\$ <u>1650.00</u>
S-1 Poison Liquids - Lab Pack					
S-1.5	5	Gallon	\$ <u>75.00</u>	<u>1</u>	\$ <u>75.00</u>
S-1.15	15	Gallon	\$ <u>100.00</u>	<u>1</u>	\$ <u>100.00</u>
S-1.30	30	Gallon	\$ <u>150.00</u>	<u>1</u>	\$ <u>150.00</u>
S-1.55	55	Gallon	\$ <u>200.00</u>	<u>15</u>	\$ <u>3000.00</u>
S-2 Poison Liquids - Bulk					
S-2.5	5	Gallon	\$ <u>150.00</u>	<u>1</u>	\$ <u>150.00</u>
S-2.15	15	Gallon	\$ <u>200.00</u>	<u>1</u>	\$ <u>200.00</u>
S-2.30	30	Gallon	\$ <u>250.00</u>	<u>1</u>	\$ <u>250.00</u>
S-2.55	55	Gallon	\$ <u>300.00</u>	<u>1</u>	\$ <u>300.00</u>
S-3 Poison Solids - Lab Pack					
S-3.5	5	Gallon	\$ <u>75.00</u>	<u>1</u>	\$ <u>75.00</u>
S-3.15	15	Gallon	\$ <u>100.00</u>	<u>1</u>	\$ <u>100.00</u>
S-3.30	30	Gallon	\$ <u>150.00</u>	<u>1</u>	\$ <u>150.00</u>
S-3.55	55	Gallon	\$ <u>200.00</u>	<u>3</u>	\$ <u>600.00</u>
S-4 Poison Solids - Bulk					
S-4.5	5	Gallon	\$ <u>150.00</u>	<u>1</u>	\$ <u>150.00</u>
S-4.15	15	Gallon	\$ <u>200.00</u>	<u>1</u>	\$ <u>200.00</u>
S-4.30	30	Gallon	\$ <u>250.00</u>	<u>1</u>	\$ <u>250.00</u>
S-4.55	55	Gallon	\$ <u>300.00</u>	<u>1</u>	\$ <u>300.00</u>



		Unit Prices	Estimated Containers Shipped/Yearly	Extended Totals
T-1	Reactive Liquids (Price per pound)	\$ <u>5.50</u>	<u>1</u>	\$ <u>5.50</u>
T-2	Reactive Solids (Price per pound)	\$ <u>5.50</u>	<u>15</u>	\$ <u>82.50</u>

U-1 Roofing Tars/Coating – Bulk – Non Asbestos in Containers

U-1.5	5	Gallon	\$ <u>50.00</u>	<u>1</u>	\$ <u>50.00</u>
U-1.15	15	Gallon	\$ <u>75.00</u>	<u>1</u>	\$ <u>75.00</u>
U-1.30	30	Gallon	\$ <u>150.00</u>	<u>1</u>	\$ <u>150.00</u>
U-1.55	55	Gallon	\$ <u>220.00</u>	<u>1</u>	\$ <u>220.00</u>

U-2 Roofing Tars/Coating – Bulk – With Asbestos in Containers

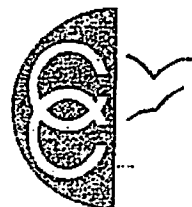
U-2.5	5	Gallon	\$ <u>50.00</u>	<u>1</u>	\$ <u>50.00</u>
U-2.15	15	Gallon	\$ <u>75.00</u>	<u>1</u>	\$ <u>75.00</u>
U-2.30	30	Gallon	\$ <u>150.00</u>	<u>1</u>	\$ <u>150.00</u>
U-2.55	55	Gallon	\$ <u>220.00</u>	<u>1</u>	\$ <u>220.00</u>

V-1 Sodium Sulfide Solutions – Lab Pack

V-1.5	5	Gallon	\$ <u>100.00</u>	<u>1</u>	\$ <u>100.00</u>
V-1.15	15	Gallon	\$ <u>150.00</u>	<u>1</u>	\$ <u>150.00</u>
V-1.30	30	Gallon	\$ <u>200.00</u>	<u>1</u>	\$ <u>200.00</u>
V-1.55	55	Gallon	\$ <u>250.00</u>	<u>1</u>	\$ <u>250.00</u>

W-1 Zinc Phosphide – Lab Pack

W-1.5	5	Gallon	\$ <u>100.00</u>	<u>1</u>	\$ <u>100.00</u>
W-1.15	15	Gallon	\$ <u>150.00</u>	<u>1</u>	\$ <u>150.00</u>
W-1.30	30	Gallon	\$ <u>200.00</u>	<u>1</u>	\$ <u>200.00</u>
W-1.55	55	Gallon	\$ <u>250.00</u>	<u>1</u>	\$ <u>250.00</u>



			Unit Prices	Estimated Containers Shipped Yearly	Extended Totals
X-1 Paint, Latex - Bulk < 1 inch solids					
X-1.5	5	Gallon	\$ 50.00	1	\$ 50.00
X-1.15	15	Gallon	\$ 50.00	1	\$ 50.00
X-1.30	30	Gallon	\$ 50.00	1	\$ 50.00
X-1.55	55	Gallon	\$ 60.00	20	\$ 1200.00

X-2 Paint, Latex - Bulk > 1 inch solids but < 18 inches solid

X-2.5	5	Gallon	\$ 50.00	1	\$ 50.00
X-2.15	15	Gallon	\$ 50.00	1	\$ 50.00
X-2.30	30	Gallon	\$ 50.00	1	\$ 50.00
X-2.55	55	Gallon	\$ 60.00	115	\$ 6900.00

X-3 Paint, Latex - Bulk > 18 inches solids

X-3.5	5	Gallon	\$ 50.00	1	\$ 50.00
X-3.15	15	Gallon	\$ 50.00	1	\$ 50.00
X-3.30	30	Gallon	\$ 50.00	1	\$ 50.00
X-3.55	55	Gallon	\$ 60.00	1	\$ 60.00

Grand Total Extended Bid Pricing: \$ 58,368.00 A1 through X-3.55

Total Bid Price Written in Words:

Fifty-Eight Thousand Three hundred Sixty-eight Dollars

Note: All quantities listed above are estimates only Clay County does not guarantee the quantity of material shipped.

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

COMPANY NAME: Care Environmental Corp.

COMPANY REPRESENTATIVE SIGNATURE: Francis J. McKenna, Jr.  
President



The following will not be utilized to determine the low bid. These items may or may not be included as part of this agreement. If the County would be paid to recycle the item, Circle +. If the County pays to recycle the item, Circle -.

- A. Used Oil - Bulk (per gallon) + ☒ \$ 1.63
- B. Used Antifreeze - Bulk (per gallon) + ☒ \$ 1.63
- C. Sealed Lead Acid Batteries
- |    |        |  |
|----|--------|--|
| 5  | Gallon | + <input checked="" type="radio"/> \$ 50.00  |
| 15 | Gallon | + <input checked="" type="radio"/> \$ 75.00  |
| 30 | Gallon | + <input checked="" type="radio"/> \$ 150.00 |
| 55 | Gallon | + <input checked="" type="radio"/> \$ 300.00 |
- D. Nickel Cadmium
- |    |        |  |
|----|--------|--|
| 5  | Gallon | + <input checked="" type="radio"/> \$ 50.00  |
| 15 | Gallon | + <input checked="" type="radio"/> \$ 75.00  |
| 30 | Gallon | + <input checked="" type="radio"/> \$ 150.00 |
| 55 | Gallon | + <input checked="" type="radio"/> \$ 300.00 |



## STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or 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 contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.

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

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

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

6. If and only if travel and per diem expenses are addressed in the contract or 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 County Manager of the County or his or her designee is obtained.

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

8. With respect to any indemnification by the County provided under the contract or 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 tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

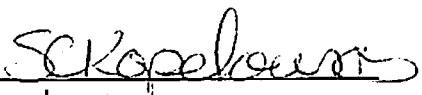
10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

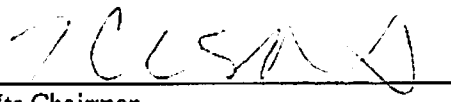
11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or 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 contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

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 Ex-officio Clerk of the Board of County Commissioners

By:   
Its Chairman

(Corporate Seal)

CONTRACTOR:

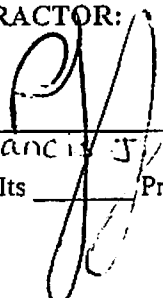
By:   
Francis J. McKenna, Jr.  
Its President

Exhibit B

FIRST EXTENSION OF AGREEMENT #12/13-179

This First Extension of Agreement #12/13-179 is made and entered into this 12<sup>th</sup> day of April, 2016, by and between the Board of County Commissioners of Clay County, Florida, hereinafter called the "County", and Care Environmental Corp., hereinafter called the "Contractor".

RECITALS

WHEREAS, the parties have previously entered into an Agreement designated by the County as Agreement #12/13-179, hereinafter called the "Agreement", whereby the Contractor agreed to provide labor, equipment, and all appurtenances thereto per the requirements set forth in the bid: Bid #12/13-22 Household Hazardous Waste (HHW) Management Services; and,

WHEREAS, the Agreement terminates on September 30, 2016, and provides that the County reserves the right to extend the Agreement for two additional periods of 1 year; and,

WHEREAS, the County desires to extend the Agreement for a term commencing October 1, 2016 and ending September 30, 2017; and,

WHEREAS, The Contractor has agreed to hold the current rates, in consideration for this first extension, and,

WHEREAS, the parties desire to enter into this First Extension of Agreement/Contract #12/13-179 for the purpose of clearly setting forth their mutual understanding of the matters set forth herein and under the Agreement.

WITNESSTH

NOW THEREFORE, in consideration of the foregoing RECITALS, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

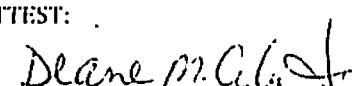
1. The Agreement/Contract is extended according to its terms for the period commencing October 1, 2016 and ending September 30, 2017. In all other respects, the Agreement remains in full force and effect according to its terms, both during the remainder of the original term, and throughout the period of the first extension term, unless otherwise modified in writing by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CARE ENVIRONMENTAL CORP

By: 

ATTEST:

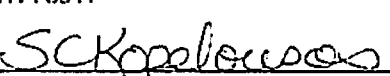


BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

By: 

Chairman

ATTEST:

  
S. C. Kopelousos  
County Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, [publicrecords@claycountygov.com](mailto:publicrecords@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: Care Environmental Corp

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



Exhibit C

Scrutinized Companies Certification

[Clay County: Household Hazardous Waste Collection Received at Rosemary Hill Facility]  
INSERT PROJECT NAME

Name of Company:<sup>1</sup> Care Environmental Corp

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:

Care Environmental Corp

(Seal)

By: \_\_\_\_\_

Its \_\_\_\_\_

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



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, August 1 3:00 PM

TO: Finance and Audit Committee

DATE: 7/26/2017

FROM: Administrative and  
Contractual Services

SUBJECT: Approval of the Second Extension to Agreement #12/13-180 with Erosion Control Seeding & Mulching, Inc., for the maintenance of closed landfills and environmental convenience centers, for a term of one year, at the cost of \$460,000.00. Funding Source: 401-3802-534600 (Solid Waste Fund - Environmental Services - Temp Labor/Bill/Coll/Management) (A. Altman)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

This is for the maintenance of closed landfills and environmental convenience centers.

Is Funding Required (Yes/No):  
**Yes**

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

Funding Source: Solid Waste Fund - Environmental Services - Temp  
Labor/Bill/Coll/Management

Account # 401-3802-534600 Amount - \$460,000.00

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

- ▣ Erosion Control Second Extension Agreement

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	7/27/2017 - 12:08 PM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN 8-1-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	6/29/17	
Staff Member Preparing Form:	Alan Altman	
Department Submitting Contract:	Environmental Services	
Vendor Name:	Erosion Control Seeding & Mulching, Inc.	
Contract Title:	Landfill Maintenance	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	Y <input type="radio"/> (N) <input type="radio"/>	9. Contract Amount (*Detail negotiation efforts below) \$460,000 EST
2. Renewal/Amend./Supplement	(Y) <input type="radio"/> N <input type="radio"/>	10. Last Year's Price (*If increase explain below) \$460,000.00
3. Sole Source **(explain below)	Y** <input type="radio"/> (N) <input type="radio"/>	11. Date of Original Contract September 24, 2013
4. Quotes/bid policy met	(Y) <input type="radio"/> N <input type="radio"/>	12. Number of Renewals 2
5. Need to waive bid policy	Y <input type="radio"/> (N) <input type="radio"/>	13. Length of Term One Year <del>Renewal</del> Extension
6. Automatic renewal	n/a <input type="radio"/> (N) <input type="radio"/>	
7. Standard Addendum Executed	(Y) <input type="radio"/> N <input type="radio"/>	Requested Action: Second <del>Renewal</del> Extension of Agreement 12/13-180 for
8. Advance Payment Required	Y <input type="radio"/> (N) <input type="radio"/>	Landfill Maintenance Services
Funding Source		
Account Number: 401-3802-534600	Background/Purpose: Provide maintenance of closed landfills and Environmental Convenience Centers (ECC's).	
Account Name: Solid Waste Fund- Environmental Service- Temp Labor/Bill/Coll/Mgmt		

### Approvals

Purchasing: <i>alt</i>	No Changes	With Changes
Review Date: 7-10-17		<input checked="" type="checkbox"/>

Recommended Changes: \*Please see handwritten comment on first page

Budget: <i>alt</i>	No Changes	With Changes
Review Date: 7/10/17	<input checked="" type="checkbox"/>	

\*pending approval of FY17/18 Budget

Finance: <i>m</i>	No Changes	With Changes
Review Date: 7/14/17	<input checked="" type="checkbox"/>	

\*Price Negotiation Efforts:

County Attorney: <i>alt</i>	No Changes	With Changes
Review Date: 7/14/17		<input checked="" type="checkbox"/>

see revisions noted on document

\*\* Sole Source Explanation:

RECEIVED  
PURCHASING DIVISION  
2017 JUN 29 P 2:20  
CLAY COUNTY BOARD OF COMMISSIONERS

## **SECOND EXTENSION OF AGREEMENT #12/13-180**

This Second Extension of Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of County Commissioners of Clay County, Florida, hereinafter called the "County", and Erosion Control Seeding and Mulching, Inc., hereinafter called the "Contractor".

### **RECITALS**

WHEREAS, the parties have previously entered into an Agreement designated by the County as Agreement #12/13-180, attached hereto as Exhibit A and hereinafter called the "Agreement", whereby the Contractor agreed to provide landfill maintenance services; and,

WHEREAS, the parties have previously entered into the First Extension of Agreement attached hereto as Exhibit B, which terminates on September 30, 2017; and,

WHEREAS, Agreement #12/13-180 provides that the Agreement may be extended for one (1) additional one (1) year term, providing it is agreeable with both parties; and,

WHEREAS, the County desires to extend the Agreement for the one (1) year term commencing October 1, 2017 and ending September 30, 2018; and,

WHEREAS, the parties desire to enter into this Second Extension of Agreement for the purpose of clearly setting forth their mutual understanding of the matters set forth herein and under the Agreement.

### **WITNESSETH**

NOW THEREFORE, in consideration of the foregoing RECITALS, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Agreement #12/13-180, extended by the First Extension, is hereby extended for the Second Extension according to its terms for the period commencing October 1, 2017 and ending September 30, 2018. In all other respects, the Agreement remains in full force and effect according to its terms, both during the remainder of the First Extension, and throughout the period of the Second Extension, unless otherwise modified in writing by the parties hereto.
2. The Standard Addendum to All Contracts and Agreements and the Scrutinized Companies Certification are attached to this Extension and incorporated herein as Exhibit C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

EROSION CONTROL SEEDING  
AND MULCHING, INC.

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
S. C. Kopelousos  
County Manager

AGREEMENT # 12/13- 180

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of September, 2013, by and between the Board of County Commissioners of Clay County, Florida, hereinafter called "County" and Erosion Control Seeding and Mulching, Inc., hereinafter called the "Contractor."

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereby agree as follows:

1. The Contractor being the best responsible proposer shall provide to the County the labor, materials, and all work required in the bid: BID #12/13-28 -- LANDFILL MAINTENANCE. The provisions of said BID #12/13-28 and of the Contractor's response submitted to are hereby incorporated by reference and made a part of this Agreement and hereinafter referred to as "The Work"; provided, that in the event the provisions of this Agreement are inconsistent with the provisions of BID #12/13-28 -- LANDFILL MAINTENANCE, the provisions of this Agreement shall control.
2. The Contractor shall furnish, at his own cost and expense, all equipment, tools, materials, and labor of every description necessary to carry out and complete the said Work in a good, firm, substantial, and workmanlike manner. Items purchased to perform general maintenance on fence, gas probes, gas vents, install drainage pipes, and repair roads etc. These items will be reimbursed by the County at cost plus 10%. Additional items needed to perform general maintenance not covered in this contract may only be purchased when directed to do so by the County. The Contractor must provide a copy of original invoice and/or receipt along with the Contractor's original invoice to the County in order to receive reimbursement. The County shall be responsible for providing necessary access and a safe work environment from such perils as nearby construction or operation by the County of heavy equipment in immediate proximity.
3. The Contractor shall not undertake any work without a Notice to Proceed describing with adequate and appropriate particularity the specific item(s) of work within the Scope of Work to be undertaken. In this regard, only the County shall determine the need at any particular time and place for seeding, mulching and fertilizing, for erosion repair, for mowing, and for any other item or work. Upon receipt of any such Notice to Proceed, the Contractor shall commence the item(s) of work within five (5) working days, and shall diligently prosecute and complete the work as follows:
  - A. The Contractor must complete at least two (2) acres of erosion repair per day. Within forty-eight (48) hours of erosion repair, Contractor must apply seed, mulch, fertilize, and/or sod.

- B. Contractor must seed, mulch, and fertilize at least five (5) acres per day.
- C. The Contractor must mow at least twenty-five (25) acres per day.
- D. The Contractor shall be responsible to begin transporting leachate water from Rosemary Hill Landfill, within 24 hours notice, by delivering 100,000 gallons of leachate water to the directed waste water treatment plant. Complete delivery shall be within 72 hours from time of notice, excluding Sundays.

Work Sites – The locations where the specified work shall be performed are as follows:

Camp Blanding Landfill / Kingsley Lake ECC	5286 State Road 16 West Green Cove Springs, FL 32043
Clay Hill ECC	5869 County Road 218 Maxville, FL 32234
Doctors Inlet ECC / Landfill	288 Sleepy Hollow Road Middleburg, FL 32068
Gustafson Road Landfill	7957 Gustafson Road Keystone Heights, FL 32656
Keystone Heights ECC / Landfill	5505 County Road 214 Keystone Heights, FL 32656
Long Bay ECC / Landfill	1589 Long Bay Road Middleburg, FL 32068
Rosemary Hill Landfill	3545 Rosemary Hill Road Green Cove Springs, FL 32043
Harbor Road Waste Water Treatment Plant (Location of leachate disposal)	1277 Harbor Road Green Cove Springs, FL 32043

- 4. The term of this Agreement shall be for the period of three (3) years, beginning October 1, 2013 and terminating September 30, 2016 and may be extended upon agreement of both parties for two (2) additional one (1) year terms. All unless sooner terminated as provided hereunder. The County reserves the right to terminate this Agreement and any renewal thereof without cause upon thirty (30) days written notice to the Contractor and upon termination shall only be liable to pay for work actually and satisfactorily performed.
- 5. The Contractor will indemnify and hold harmless the County and its agents and employees from and against all liabilities, claims, damages, losses and



expenses, including attorney's fees arising out of or resulting from the performance of the Work, providing that any such liability, claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder. This indemnity includes any fines or penalties imposed on County by any regulatory agencies having jurisdiction for reasons attributable to delays, performance or non-performance on the part of the Contractor arising under this Agreement; provided, the Contractor shall not be deemed responsible for delays or non-performance arising out of circumstances beyond the control of the Contractor, its employees, agents, subcontractors and suppliers, such circumstances to include floods, strikes, and other circumstances which the Contractor could not reasonably have anticipated. In any and all claims against the County or any of its agents or employees by and employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6. Including the provisions contained in this Agreement, the Contractor and the County shall adhere to all provisions contained in the Contract Documents (as listed in the BID #12/13-28 - LANDFILL MAINTENANCE), the same being incorporated as part of this Agreement by reference.
7. Contractor's Insurance – The Contractor will purchase and maintain such insurance as will protect him from claims under Workers' Compensation laws, disability benefit laws, or other similar employee benefit laws; from claims for damages because of bodily injury, occupations sickness, or disease, or death of his employees, including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees, including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or by any subcontractor anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified hereinafter, and shall include contractual liability insurance. Before starting the Work, the Contractor will file with the County certificates of such insurance, acceptable to the County.

## 8. Insurance Required

- A. General – Before starting and until acceptance of the Work by the County, the Contractor shall procure and maintain insurance of the types and to the limits specified below. All policies of insurance immediately below shall include as additional insured Clay County and its employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.
- B. Coverage – The Contractor shall procure and maintain during the life of this Contract the following types of insurance coverages written on standard forms and placed with insurance carriers authorized by the Insurance Department of the State of Florida. The amounts and types of insurance shall conform to the following requirements:

### **Commercial General Liability**

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

### **Automobile Liability**

Any automobile-Combined bodily injury/ property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
--	-------------

### **Workers Compensation/Employers Liability**

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

**Professional Liability when required by Contract-per occurrence** \$ 1,000,000

- C. Certificate of Insurance and Copies of Policies – Certificates of Insurance furnished to Clay County evidencing the insurance coverage as outlined above. The required Certificates of Insurance not only shall list Clay County as additional insured, for the operations of the Contractor under

this Contract, but shall name the types of policies provided and shall refer specifically to this Contract.

If the initial insurance expires prior to the completion of the Contract, renewal Certificates of Insurance (and if requested by Clay County required copies of the policies) shall be furnished forty-five days prior to the date of the expiration or non-renewal.

- D. Cancellation – Should any of the above-described policies be cancelled before the stated expiration date thereof, said policies shall contain a provision requiring the insurer not cancel same until at least forty-five (45) days prior written notice has been given to the County. This prior notice provision is a part of each of the above-described policies.
9. The County shall pay the Contractor for all work actually completed and materials furnished at the unit prices set forth in the Contractor's bid submitted for BID #12/13-28 - LANDFILL MAINTENANCE, and all such payments shall be inclusive of all costs and expenses incurred, and loss or damages sustained by reason of action of the elements or growing out of the nature of the Work, or from any unforeseen obstruction or difficulties encountered in the prosecution of the Work; for all expenses incurred by, or in consequence of the suspension or discontinuance of the Work herein specified; and for well and faithfully completing the Work, the whole thereof, therein provided, and maintaining the Work in good condition until the final payment is made, an amount based upon the actual quantities of work and materials utilized in constructing the project, compensable at the unit prices shown in the Bid Form (Exhibit A), unless otherwise authorized by the County in a Modification Agreement. All such changes and adjustments shall be accomplished by Modification Agreement(s) issued in accordance with the provisions of these Contract Documents. The County shall pay each invoice from the Contractor, provided that all the materials are delivered and accounted for. The County shall pay each proper invoice in accordance with the provisions of the Local Government Prompt Payment Act.

On each October 1, beginning in 2015, the rates for the immediately ensuing Contract Year shall be adjusted by seventy percent of the percentage of annual change, if any, in the Consumer Price Index - South Group - All Urban Customers - All Items (1982-84=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics (the CPI), from the CPI number of the CPI most recently published prior to August 1. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the US dollar as may be then available so as to carry out the intent of this provision.

10. During the performance of this Agreement, the Contractor herein assures the County that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color, national origin, religion, sex,

age, handicap or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved.

Other applicable Federal and State laws, executive orders, and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.


11. In the event of suit arising under the provisions of this agreement, the prevailing party shall be awarded reasonable attorney's fees and costs.
12. Clay County standard addendum to all contracts and agreements is attached and made a part hereof.

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

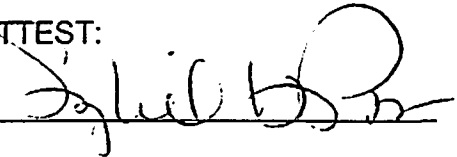
EROSION CONTROL SEEDING  
& MULCHING, INC.

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA


By: 

By:   
Chairman

ATTEST:



ATTEST:

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

## EXHIBIT A

**BID FORM**  
**Bid # 12/13-28 Landfill Maintenance**

**Material / Placement / Labor (All prices below must include equipment, material and labor)**

<u>Unit Price</u>	<u>Estimated Quantity</u>	<u>Extended Totals</u>	
\$ <u>677.00</u>	<u>25</u>	\$ <u>16,925.00</u>	Per acre - Spread seed, fertilizer, and mulch
\$ <u>177.00</u>	<u>50</u>	\$ <u>8,850.00</u>	Per acre - Spread fertilizer
\$ <u>577.00</u>	<u>50</u>	\$ <u>28,850.00</u>	Per acre - Spread seed and fertilizer
\$ <u>8.05</u>	<u>100</u>	\$ <u>805.00</u>	Per cubic yard for top soil material based on 16 yards per load
\$ <u>121.20</u>	<u>10</u>	\$ <u>1,212.00</u>	Per pallet of 450 square foot Bahia sod

**Equipment (All prices below must include equipment and labor)**

<u>Unit Price</u>	<u>Estimated Quantity</u>	<u>Extended Totals</u>	
\$ <u>48.10</u>	<u>8</u>	\$ <u>384.80</u>	Per hour - Roller (80 HP Minimum)
\$ <u>43.25</u>	<u>8</u>	\$ <u>346.00</u>	Per hour - Water Truck (1500 Gallon Minimum)
\$ <u>76.80</u>	<u>24</u>	\$ <u>1,843.20</u>	Per hour - Backhoe (Cat 320 tracked mounted or Equivalent)
\$ <u>76.80</u>	<u>24</u>	\$ <u>1,843.20</u>	Per hour - Dozer (D-6 or Equivalent)
\$ <u>43.00</u>	<u>24</u>	\$ <u>1,032.00</u>	Per hour - Farm Tractor (70 HP Minimum)
\$ <u>64.60</u>	<u>24</u>	\$ <u>1,550.40</u>	Per hour - Front-end loader (Cat 950 or Equivalent)
\$ <u>55.00</u>	<u>24</u>	\$ <u>1,320.00</u>	Per hour - Dump Truck (10 Wheeler)
\$ <u>86.70</u>	<u>24</u>	\$ <u>2,080.80</u>	Per hour - Dump Truck (20 Yard Off Road)
\$ <u>47.00</u>	<u>50</u>	\$ <u>2,350.00</u>	Per hour - Front-end loader / backhoe (rubber tire)
\$ <u>49.60</u>	<u>8</u>	\$ <u>396.80</u>	Per hour - Bobcat or Equivalent
\$ <u>41.25</u>	<u>750</u>	\$ <u>30,937.50</u>	Per acre - Mow
\$ <u>44.10</u>	<u>24</u>	\$ <u>1,058.40</u>	Per hour - Motor grader
\$ <u>75.75</u>	<u>50</u>	\$ <u>3,787.50</u>	Per hour - Lowboy and trailer
\$ <u>166.80</u>	<u>100</u>	\$ <u>16,680.00</u>	Per load - Leachate (Truck and Tanker 6,000 gallons minimum)
\$ <u>68.60</u>	<u>40</u>	\$ <u>2,744.00</u>	Per hour - Claw / Trash Truck (25 Yards minimum)

Continue to next page

<u>Unit Price</u>	<u>Estimated Quantity</u>	<u>Extended Totals</u>	
\$ <u>136.20</u>	<u>200</u>	\$ <u>27,240.00</u>	Per Load - Claw / Trash Truck (25 Yard minimum from Doctors Inlet ECC to Rosemary Hill Landfill)
\$ <u>1168.50</u>	<u>50</u>	\$ <u>8,425.00</u>	Per Load - Claw / Trash Truck (25 Yard minimum from Keystone Heights ECC to Rosemary Hill Landfill)
\$ <u>18.90</u>	<u>750</u>	\$ <u>14,175.00</u>	Per hour - Weed eating / Trimming (Includes Equipment and Labor)
\$ <u>5168.00</u>	<u>4</u>	\$ <u>2,272.00</u>	Per Week - 4 inch hydraulic pump
\$ <u>49.70</u>	<u>8</u>	\$ <u>397.60</u>	Per hour - Truck and Dump Trailer (20 Yard Minimum)

Hourly labor rate for additional services outside of those listed above

<u>Per hour labor</u>	<u>Estimated Quantity</u>	<u>Extended Totals</u>
\$ <u>13.85</u>	<u>900</u>	\$ <u>12,465.00</u>

\$ 189,971.20 Grand Total of all Extended Totals above

(Total used to determine low bidder only, Payment will be based on actual work performed at unit prices above.)

**Note:** All work and purchase of material will only be done at the direction of the County. All estimated quantities listed above are estimates only Clay County does not guarantee the quantity of work. Size of equipment and all material (seed, fertilizer, mulch, sod, etc.) will be responsibility of proposer to complete job at prices stated above.

Items purchased to perform general maintenance on fence, gas probes, gas vents, install drainage pipes, and repair roads, etc. These items will be reimbursed by the County at cost plus 10%. Contractor must provide a copy of original invoice and/or receipt with Contractor's original invoice to receive reimbursement. Contractor may only purchase additional items when directed to do so by the County.

Erosion Control Seeding & Mulching Inc. \_\_\_\_\_  
 Company Name (Please Print or Type) Authorized Signature

## STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or 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 contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.

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

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

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

6. If and only if travel and per diem expenses are addressed in the contract or 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 County Manager of the County or his or her designee is obtained.

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

8. With respect to any indemnification by the County provided under the contract or 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 tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.


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

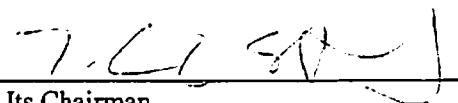
11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or 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 contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

COUNTY:

ATTEST FOR CLAY COUNTY:

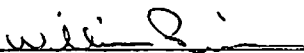
CLAY COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

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

By:   
Its Chairman

CONTRACTOR:

(Corporate Seal)

By:   
Its \_\_\_\_\_ President



FIRST EXTENSION OF AGREEMENT #12/13-180

This First Extension of Agreement is made and entered into this 12<sup>th</sup> day of April, 2016, by and between the Board of County Commissioners of Clay County, Florida, hereinafter called the "County", and Erosion Control Seeding and Mulching, Inc., hereinafter called the "Contractor".

RECITALS

WHEREAS, the parties have previously entered into an Agreement designated by the County as Agreement #12/13-180, hereinafter called the "Agreement", whereby the Contractor agreed to provide landfill maintenance services; and,

WHEREAS, the Agreement terminates on September 30, 2016, but provides that the County reserves the right to extend the agreement for two (2) additional one (1) year terms, providing it is agreeable with both parties; and,

WHEREAS, the County desires to extend the Agreement for the term commencing October 1, 2016 and ending September 30, 2017; and,

WHEREAS, the parties desire to enter into this First Extension of Agreement for the purpose of clearly setting forth their mutual understanding of the matters set forth herein and under the Agreement.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing RECITALS, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. The Agreement/Contract is extended according to its terms for the period commencing October 1, 2016 and ending September 30, 2017. In all other respects, the Agreement remains in full force and effect according to its terms, both during the remainder of the original term, and throughout the period of the first extension term, unless otherwise modified in writing by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

EROSION CONTROL SEEDING  
AND MULCHING, INC.

By: William P. [Signature]  
President

ATTEST:

[Signature]

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

By: Diane S. Hutchings [Signature]  
Chairman

ATTEST:

S. C. Kopelousos [Signature]  
S. C. Kopelousos  
County Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, [publicrecords@claycountygov.com](mailto:publicrecords@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: Erosion Control Seeding and  
Mulching, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit C

Scrutinized Companies Certification

[Clay County: Landfill Maintenance Services]  
INSERT PROJECT NAME

Name of Company:<sup>1</sup> Erosion Control Seeding and Mulching, 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:

Erosion Control Seeding and Mulching, Inc

(Seal)

By: \_\_\_\_\_

Its \_\_\_\_\_

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



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, August 1 3:00 PM

TO: Finance and Audit Committee

DATE: 7/24/2017

FROM: Administrative and  
Contractual Services

SUBJECT: Approval of the FY 2017/2018 Emergency Management Performance Grant Agreement with the State of Florida Division of Emergency Management and the accompanying Resolution approving the budget, for the purpose of maintaining the County's Emergency Management Program, for the term of 7/1/2017-6/30/2018, with revenue of \$72,030.00. Funding Source: 001-001-331212 (General Fund Revenue / EMPG Grant) (L. Mock)

AGENDA ITEM TYPE:

---

**BACKGROUND INFORMATION:**

This reimbursable Grant Agreement represents an annual grant which provides Federal funds through the Florida Division of Emergency Management to maintain the County's Emergency Management Program.

Is Funding Required (Yes/No):  
**Yes**

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

Funding Source: General Fund Revenue / EMPG Grant; A budget Resolution accompanies this reimbursable Agreement.

EMPG Grant Revenue	Account 001-001-331212	Amount (\$72,030.00)
Professional Services	Account 001-2102D-531000	Amount \$72,030.00

Advanced Payment



Sole Source (Yes\No):      (Yes\No):

**No**

**No**

Planning Requirements:

Public Hearing Required (Yes\No):

**No**

Hearing Type:

Initiated By:

Not Applicable

**ATTACHMENTS:**

Description

- ▣ FY17/18 Emergency Management Performance Grant Agreement
- ▣ Budget Resolution

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	7/26/2017 - 11:50 AM	

# AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE  
BCC  
FIN 8-1-17

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

RECEIVED

DATE: 7/17/2017

Staff Member Preparing Form: Maria Haney

Department Submitting Contract: Emergency Management

Vendor Name: Florida Division of Emergency Management

Contract Title: 2017-2018 Emergency Management Performance Grant (EMPG)

JUL 21 2017

Clay County Attorney's Office

## SUMMARY (TO BE COMPLETED BY DEPARTMENT)

Yes No

- |                               |                                     |                                     |  |
|-------------------------------|-------------------------------------|-------------------------------------|--|
| 1. New Contract               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 9. Contract Amount (*Detail negotiation efforts below) \$72,030.00 |
| 2. Renewal/Amend./Supplement  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 10. Previous Price (*If increase explain below) N/A                |
| 3. Sole Source *(explain)     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 11. Date of Original Contract: Upon Signature                      |
| 4. Quotes/bid policy met      | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 12. Number of Renewals N/A   |
| 5. Need to waive bid policy   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 13. Length of Term July 1, 2017 - June 30, 2018                    |
| 6. Automatic renewal          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 14. Price Negotiation Efforts:                                     |
| 7. Standard Addendum Executed | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | N/A  |
| 8. Advance Payment Required   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |  |

Requested Action: (Please type below)

Requested BCC and Finance Committee approval of this grant contract and budgeting of the funds awarded through it.

### Funding Source

Account Number:

001-2102D-531000

FULL Account Name:

17/18 EMPG Grant, Professional Services

Background/Purpose: (Please type below)

The EMPG grant is an annual grant which provides federal funds through the Florida Division of Emergency Management to maintain the county's Emergency Management Program.

### Approvals

Purchasing: <i>SH</i>	No Changes	With Changes
Review Date: 7-20-17	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Budget: <i>SH</i>	No Changes	With Changes
Review Date: 7-20-17	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Finance: <i>CM</i>	No Changes	With Changes
Review Date: 7/20/17	<input checked="" type="checkbox"/>	<input type="checkbox"/>

County Attorney: <i>EM</i>	No Changes	With Changes
Review Date: 7-21-17	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Recommended Changes: (Please type below)

\*I am assuming that FDEM will complete page 1 of the Agreement.  
\*I've added an "ATTEST" area for the County Manager on page 27.

Resolution completed & sent to Dan for placement

\*Sole Source Explanation: (Please type below)

CLAY COUNTY BOARD OF COMMISSIONERS  
2017 JUL 18 A 10:10

RECEIVED  
PURCHASING DIVISION

CLAY COUNTY  
AGREEMENT/CONTRACT # \_\_\_\_\_

Contract Number: 18-FG- -04-20-01-

**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.92 states that a "sub-award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a sub-award to a sub-recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "sub-award" means "an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Clay County</u>
Sub-Recipient's unique entity identifier (DUNS):	<u>004486403</u>
Federal Award Identification Number (FAIN):	_____
Federal Award Date:	_____
Subaward Period of Performance Start and End Date:	<u>July 1, 2017 – June 30, 2018</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$ 72,030</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$ 72,030</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$ 15,865,902</u>
Federal award project description (see FFATA):	<u>The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121 et seq.). Title VI of the Stafford Act authorizes DHS/FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, states, and their political subdivisions. The Federal Government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system. The FY 2016 EMPG will provide federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support the National Preparedness Goal's (the Goal's) associated mission areas and core capabilities. The EMPG program supports the Quadrennial Homeland Security Review Mission to Strengthen National Preparedness and Resilience.</u>
Name of Federal awarding agency:	<u>The Department of Homeland Security (DHS)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.042</u>
Whether the award is Research & Development:	<u>No (N/A)</u>
Indirect cost rate for the Federal award:	<u>24.13%</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Clay County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a sub-award.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,
- The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

1. LAWS, RULES, REGULATIONS AND POLICIES

The Division and the Sub-Recipient shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

A. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

B. 2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

C. This Agreement involves "Federal financial assistance," as that term is defined in section 215.97(2)(f), Florida Statutes.

D. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

(1) A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(3) A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

(4) A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(5) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

(6) A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

## 2. TERMS AND CONDITIONS

This Agreement, to include the attachments, contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Division and the Sub-Recipient.

## 3. EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

## 4. MODIFICATION

This Agreement may only be modified or amended upon mutual written agreement of the Division and the Sub-Recipient. No oral agreements or representations shall be valid or binding upon either party to this Agreement.

## 5. SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A and Attachment B of this Agreement.

## 6. CONTACT

A. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- (1) Monitor and document Sub-Recipient performance; and,
- (2) Review and document all deliverables for which the Sub-Recipient requests

payment.

B. The Division's Grant Manager for this Agreement is:

Lakesha Cason  
2555 Shumard Oak Blvd  
Tallahassee, FL 32399  
Telephone: (850) 815-4340  
Email: Lakesha.Cason@em.myflorida.com

C. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Maria Haney, Emergency Management Coordinator  
P.O. Box 1366  
Green Cove Springs FL 32043  
Telephone: 904-541-2770  
Fax: 904-529-2273  
Email: maria.haney@claycountygov.com

D. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

7. PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2017 and shall end on June 30, 2018, unless terminated earlier in accordance with the provisions of Paragraph (19) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

8. FUNDING

A. This is a cost-reimbursement Agreement, subject to the availability of funds.

B. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

C. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and Attachment B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$72,030.

D. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal,

civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

E. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- (1) They are provided under established written leave policies;
- (2) The costs are equitably allocated to all related activities, including Federal awards; and,
- (3) The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

F. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, 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. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- (1) The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- (2) Participation of the individual in the travel is necessary to the Federal award.

G. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for attendance at a conference.

- (1) 2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

(2) Any reimbursement from the Division to the Sub-Recipient for the costs associated with attending a conference is subject to the Department of Financial Services' Reference Guide for State Expenditures, which states: "Reimbursement for registration fees and travel expenses in connection with attendance at conferences or conventions will not be paid unless:

- a) "The main purpose of the convention or conference is directly related to the statutory duties and responsibilities of the agency;
- b) "The duties and responsibilities of the traveler is related to the objectives of the convention or conference; and,
- c) "The activity provides a direct benefit supporting the work and public purpose of the person attending."

#### 9. PAYMENTS

A. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 15 of this Agreement.

B. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

C. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A and Attachment B, that clearly delineates:

- (1) The required minimum acceptable level of service to be performed; and,
- (2) The criteria for evaluating the successful completion of each deliverable.

D. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

E. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:



(1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

(2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

F. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

G. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)B. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

#### 10. REPAYMENTS

A. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

B. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

#### 11. PROCUREMENT

A. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R.

§§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

B. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

C. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

D. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 19 below; and,

(2) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

E. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall

forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- (1) Terminate this Agreement in accordance with the provisions outlined in paragraph 19 below; and,
- (2) Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

F. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

G. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

H. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- (1) Place unreasonable requirements on firms in order for them to qualify to do business;
- (2) Require unnecessary experience or excessive bonding;
- (3) Use noncompetitive pricing practices between firms or between affiliated companies;
- (4) Execute noncompetitive contracts to consultants that are on retainer contracts;
- (5) Authorize, condone, or ignore organizational conflicts of interest;

- (6) Specify only a brand name product without allowing vendors to offer an equivalent;
  - (7) Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
  - (8) Engage in any arbitrary action during the procurement process; or,
  - (9) Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- I. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.
  - J. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.
  - K. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.
  - L. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

## 12. RECORDS

- A. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- B. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

C. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

(1) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(2) When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(3) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(4) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

(5) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(6) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

D. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

E. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

F. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding

agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements:

- (1) Meetings of public boards or commissions must be open to the public;
- (2) Reasonable notice of such meetings must be given; and,
- (3) Minutes of the meetings must be taken and promptly recorded.

The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

H. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

I. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

### 13. INTELLECTUAL PROPERTY

A. Except as provided below, intellectual property rights to all property created or otherwise developed under or in connection with the performance of this Agreement are hereby reserved to and shall be owned by the State of Florida.

B. If the Sub-Recipient has pre-existing intellectual property rights, then the Sub-Recipient shall retain all rights and entitlements to that pre-existing intellectual property unless the Agreement provides otherwise.

C. If any intellectual property is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the intellectual property to the Division for a determination whether the State of Florida will seek patent, copyright, trademark, or other intellectual property protection in its name.

D. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent, copyright, trademark, or other intellectual property protection. Failure to disclose will indicate that no such property exists. The Division shall then, under Subparagraph A above, have the right to all intellectual property which accrues during performance of the Agreement.

E. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

### 14. AUDITS

A. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

B. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

C. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government

auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

D. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

E. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

F. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

G. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

H. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

## 15. REPORTS

A. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by



the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

B. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

C. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

D. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (18) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

E. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

F. The Sub-Recipient shall provide additional reports and information identified in Attachment D.

#### 16. MONITORING.

A. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and Attachment B to this Agreement, and reported in the quarterly report.

B. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

#### 17. DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (18); however, the Division may make payments or partial payments

after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

A. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

B. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

C. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

D. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

#### 18. REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

A. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (6) herein;

B. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

C. Withhold or suspend payment of all or any part of a request for payment;

D. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

E. Exercise any corrective or remedial actions, to include but not be limited to:

(1) Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

(2) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(3) Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

(4) Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

F. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

19. TERMINATION.

A. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

B. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

C. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

D. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

20. LIABILITY

A. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

B. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. 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.

## 21. ATTACHMENTS

A. All attachments to this Agreement are incorporated as if set out fully.

B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

C. This Agreement has the following attachments:

- (1) Attachment A – Budget
- (2) Attachment B – Scope of Work/Deliverables
- (3) Attachment C – Program Statutes and Regulations
- (4) Attachment D – Reports
- (5) Attachment E – Justification of Advance Payment
- (6) Attachment F – Warranties and Representations
- (7) Attachment G – Certification Regarding Debarment
- (8) Attachment H – Statement of Assurances
- (9) Attachment I – Mandatory Contract Provisions
- (10) Attachment J – Allowable Costs and Eligible Activities

## 22. MANDATED CONDITIONS

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

B. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

C. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

D. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private

entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

E. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

F. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

(2) Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 22(F)(2). of this certification; and,

(4) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

G. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

H. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

I. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

J. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

K. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

L. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

A. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

B. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

C. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

D. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

(3) The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) EQUAL OPPORTUNITY EMPLOYMENT

M. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

N. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

O. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.



P. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(25) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(26) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which

are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(27) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(29) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(30) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

B. The requirement outlined in subparagraph A. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

C. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

D. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(31)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

(32)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**Clay County**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

FID# \_\_\_\_\_

DUNS# \_\_\_\_\_

Include a copy of the designation of authority for the signatory, if applicable.

**ATTEST:** \_\_\_\_\_

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

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: **Michael Kennett, Deputy Director**

Date: \_\_\_\_\_

**ATTACHMENT A**  
**PROPOSED PROGRAM BUDGET**

- Funding from the Emergency Management Performance Grant is intended for use by the Sub-Recipient to perform eligible activities as identified in Notice of Funding Opportunity (NOFO), Fiscal Year 2017 EMPG, Appendix B – FY 2017 EMPG Funding Guidelines and programs that are consistent with 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The AEL can be found at <https://www.fema.gov/authorized-equipment-list>.
- The transfer of funds between the categories listed in the Proposed Program Budget is permitted. If funds need to be moved in categories, send a revised Proposed Program Budget to your grant manager.

Grant	Sub-Recipient Agency	Category	Amount Allocated
FY 2017 – Emergency Management Performance Grant Program	CLAY COUNTY	Planning Expenditures	\$72,030
		Organization Expenditures	
		Training Expenditures	
		Exercise Expenditures	
		Equipment Expenditures	
		Management and Administration Expenditures (no greater than 5%)	
Total Award		\$72,030	

FY 2017 BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Emergency Management/Operation Plan			
Communications Plans			
Continuity/Administrative Plans			
Whole Community Engagement/Planning			
Resource Management Planning			
Evacuation Planning			
Recovery Planning			
Credentialing and Validation			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	1	72,030	72,030
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Overtime and backfill costs			
TOTAL PLANNING EXPENDITURES			\$ 72,030
Allowable Organization Costs	Quantity	Unit Cost	Total Cost
Hiring of full or part-time staff or contractors/consultants (temporary employees, student or graduate assistant fellowships, part time academic employment, consultants and other services)			
Overtime and backfill costs			
Utility (electric, water and sewage)			
Telephone Bills (landlines, cellular and satellite)			
Internet Services			
Maintenance agreements for equipment or series			
Supplies			
Software and Upgrades			
Computers, printers, copiers and fax machines			

Radios			
Satellite telephones			
Storage and shelving for storage			
Other emergency response communication			
Furniture			
Postage			
Apparel for identification			
Fuel			
Memberships and Conference			
Travel			
Vehicle(s)			
Publications			
<b>TOTAL ORGANIZATIONAL EXPENDITURES</b>			<b>\$</b>
<b>Allowable Exercise Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Design, Develop, Conduct and Evaluate an Exercise			
Exercise Planning Workshop - Funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, materials and supplies, travel and exercise plan development.			
Full or Part-Time Staff or Contractors/Consultants - (Full or part-time staff may be hired to support exercise -related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable.)			
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in approved exercises.			
Implementation of Homeland Security Exercise and Evaluation Program			
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates.			
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).			



<b>TOTAL EXERCISE EXPENDITURES</b>			<b>\$</b>
<b>Allowable Training Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Develop, Deliver and Evaluate Training			
Overtime and backfill for emergency preparedness and response personnel attending sponsored and approved training classes			
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in approved training			
Training Workshops and Conferences			
Full or Part-Time Staff or Contractors/Consultants			
Certification/Recertification of Instructors			
Travel			
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment)			
Instructor certification/re-certification			
Coordination with Citizen Corps Councils in conducting training.			
<b>TOTAL TRAINING EXPENDITURES</b>			<b>\$</b>
<b>Eligible Equipment Acquisition Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			

Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
CBRNE Logistical Support Equipment			
Other authorized equipment costs			
<b>TOTAL EQUIPMENT EXPENDITURES</b>			<b>\$</b>
<b>TOTAL EXPENDITURES</b>			<b>\$</b>
<b>Eligible Management and Administration Costs</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements			
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called “Overtime as Backfill” are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.			
Travel expenses			
Meeting-related expenses			
Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.			
The following are allowable only within the agreement period:			

Recurring fees/charges associated with certain equipment, such as cell phones, faxes. Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.			
<b>TOTAL M&amp;A EXPENDITURES</b>			<b>\$</b>
<b>TOTAL EXPENDITURES</b>			<b>\$ 72,030</b>

**Attachment B**  
**Scope of Work/Deliverables**

The Emergency Management Performance Grant (EMPG) funding agreement is provided to perform eligible activities as identified in the Notice of Funding Opportunity (NOFO), Fiscal Year 2017 EMPG, Appendix B – FY 2017 EMPG Funding Guidelines. EMPG Program Guidance, FY2017 allowable costs are divided into the following categories: **planning, organization, training, exercise, equipment, and management and administration**. Eligible activities are outlined in Allowable Costs and Eligible Activities. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with 2 C.F.R. Part 200, the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

**Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.**

By signing this Agreement, the Sub-Recipient certifies that it will use these funds to enhance the county's Emergency Management Program.

Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds.

**Monitoring:** Monitoring will be accomplished through desk-based reviews, on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the Sub-Recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

**Procurement:** All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- Any local procurement policy.

**Piggy-backing:** The practice of one agency using the procurement/agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for

a broader or materially different contract. Only piggy-back agreements that meet all requirements as outline in the Sub-Recipient shall be allowable.

At a minimum the County is to successfully complete the following tasks throughout the contract period to ensure compliance and coordination with the state emergency management. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or working towards the completion of each task. Items will also be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to validate compliance. All back-up documentation listed below shall be uploaded to the Division's SharePoint portal, <https://portal.floridadisaster.org>

**Task(s):**

1. **24-7 Operations.** The minimum acceptable standard for payment is to maintain a 24-7 operation. The County Emergency Operation Center must be able to operate within the minimum acceptable standard to maintain a 24-7 operation, 7 days a week. Monthly acknowledgement during the State Watch Office's monthly communication test from either NAWAS, State EMNet Voice Manager, EMnet Message Manager, or via landline phone if the aforementioned systems are reported to the SWO as inoperable.
2. **Proposed Match Plan** (Form 3) is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes, an update should be provided. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement. The Chief Financial Officer or equal authority must sign the Proposed Match form.
3. **All Emergency Management personnel.** Each quarter must provide Quarterly Tasks (Form 1B) to show you are able to maintain a minimum level of capability. Submit current EMAP accreditation certification OR for each emergency management position, provide certificates for the following training via SharePoint and/or SERT TRAC:
  - IS 100 – Introduction to Incident Command System
  - IS 200 – ICS for Single Resources and Initial Action Incidents
  - IS 700 – National Incident Management Systems (NIMS)
  - IS 800 – National Response Framework
4. **EMPG Funding Positions Only - Training and Exercise** - To ensure that each county emergency management agency complies with EMPG Guidance; each EMPG funded position during this contract period (Date of Execution – June 30, 2018) **MUST** provide the following items.
  - County Emergency Management employee(s) should participate in no less than three (3) exercises within the 12 month Agreement period
  - Submit an After Action Report (AAR) for each exercise conducted by the Sub-Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Sub-Recipient
  - Complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

5. **National Incident Management System (NIMS)** - The Sub-Recipient will be required to complete a NIMS survey and provide the NIMS implementation status of your jurisdiction no later than **December 1st**. This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).
6. **Coordination and Collaboration** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
  - Attend the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda and a copy of the sign in sheets or certificate to show participation during this contract period (July 1, 2017 – June 30, 2018)
7. **Multi-Year Training and Exercise Plan (MYTEP)** – Sub-Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit no later than **June 1st**.

#### **Deliverable**

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented allowable costs incurred during the successful completion of the task(s) required to be performed in that quarter. Additionally, the submission of the certified Quarterly Tasks form is required.

#### **Financial Consequence**

Failure to successfully complete each of the required tasks, as outlined in the identified quarter(s), will result in a reduction of the Agreement amount by 10% per quarter.

**Attachment C**  
**Program Statutes and Regulations**

1. Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
2. Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
3. Chapter 473, Florida Statutes
4. Chapter 215, Florida Statutes
5. Chapter 252, Florida Statutes
6. Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
7. Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
8. Copyright notice 17 U.S.C. §§ 401 or 402
9. Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
10. Debarment and Suspension Executive Orders 12549 and 12689
11. Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
12. Duplication of Benefits 2 C.F.R. Part 200, Subpart E
13. Energy Policy and Conservation Act 42 U.S.C. § 6201
14. False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
15. Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
16. Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
17. Lobbying Prohibitions 31 U.S.C. § 1352
18. Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
19. Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
20. Terrorist Financing Executive Order 13224
21. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) U.S.C. § 1681 *et seq.*
22. Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
23. Rehabilitation Act of 1973 Section 504, .29 U.S.C. § 794
24. USA Patriot Act of 2001 18 U.S.C. § 175-172c
25. Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § § 4304 and 4310
27. 53 Federal Register 8034
28. Rule Chapters 27P-6, 27P-11 , and 27P-19, Florida Administrative Code
29. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
30. To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200 shall apply

**Attachment D**  
**Reports**

Sub-Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report.

Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

**The Sub-Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Sub-Recipient.**

*(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)*

- Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.). Any costs for planning activities provided by in-house staff MUST be reported under "Organizational Activities".
- Organizational Activities: Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets (if applicable) documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Expense items need to have copies of invoices/receipts and canceled checks or general ledger for proof of payment. All documentation for reimbursement MUST include exact amounts and MUST be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).
- Training Costs: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre



- populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
- **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
  - **Equipment Acquisition Costs:** Copies of invoices/receipts and canceled checks or general ledger for proof of payment. AEL# for each purchase (if applicable).
  - **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
  - **For travel and conferences related to EMPG activities,** copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.
  - If cancelled checks are NOT available, copies of the general ledger MUST be provided.
- A. The Quarterly Tasks Form is due with your quarterly financial report each quarter. This form identifies EMPG funded employees, the required training completed (or working towards completion), and the required amount of exercises during the agreement period.**
- B. Proposed Match Plan (Form 3) is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.**
- C. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the grant manager.**
- D. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).**
- E. Programmatic Point of Contact:**

Contractual Point of Contact	Programmatic Point of Contact
Lakesha Cason FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4340 Lakesha.Cason@em.myflorida.com	Karen Lyons FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4325 Karen.Lyons@em.myflorida.com

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

**Attachment E**  
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT:**

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> <b>ADVANCE REQUESTED</b>  Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
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If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

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**Attachment F**  
**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: 8am - 4:30pm M-F

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Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment G

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Sub-Recipient, \_\_\_\_\_, 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 Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Sub-Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Attachment H**  
**Statement of Assurances**

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic

Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its sub-recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**Attachment I**  
**Mandatory Contract Provisions**

**Provisions:**

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:



(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractant must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1996 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 233), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

**APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)**

**A. GENERAL**

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHES (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

**1. Major Functions of an Institution**

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

**2. Criteria for Distribution**

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

**Attachment J**  
**Allowable Cost and Eligible Activities**

**I. Categories and Eligible Activities**

The 2017 EMPG Funding Guidance allowable costs are divided into the following categories: **planning, organization, training, exercise, equipment, and management and administration.**

**Allowable Costs**

**A. Planning**

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

**Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.**

EMPG Program funds may be used to develop or enhance emergency management planning activities.

Some examples include:

- Emergency Management/Operation Plans
- Communications Plans
- Continuity/Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Evacuation planning
- Recovery Planning
- Federal (and Mutual Aid) Emergency Response Official (F/ERO) Credentialing and Validation

**B. Organization**

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (42 U.S.C. §§ 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Sub-Recipients are encouraged to fund at least one dedicated Planner, Training Officer, and Exercise Officer. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the

Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget. Eligible County Emergency Management Agencies in the state shall be allocated annual Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funding based on the following factors: an amount initially allocated to the county under its Fiscal Year 1994-95 Emergency Management Assistance agreement with the Division of Emergency Management (Division), a base amount distributed equally to each county and an amount commensurate with each county's proportionate share of the state's total population based on the most recent official population estimates. These amounts shall be increased or decreased to reflect additions or reductions in the availability of FEMA EMPG funds to the Division and the Division's distribution of funds to local governments. After providing for the initial allocation and the base amount allocation as described above, each county's increase or decrease shall be commensurate with its proportionate share of the state's total population based on the most recent official population estimates. Federal funds shall be used by the county for personnel, travel and operational expenses. Each county must be able to provide a non-federal match for federal funds on a dollar for dollar basis.

#### Mandatory Training and Exercise Requirements for EMPG funded employees only

All EMPG Program funded personnel shall complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

The Quarterly Tasks (Form 1B) is due every quarter with your quarterly financial report. This is to identify all EMPG funded employees, the completion of the required training (or working towards completion) and the required amount of exercises during the agreement period.

Eligible "Organization" items include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not require an AEL #)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services
  - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or

- graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
- Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
  - Major repairs to the County Emergency Operations Center
  - Central Heat/Air
  - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
  - Security Improvements (i.e. Cameras and equipment to operate)
  - Generators and Installation (Need prior EHP approval)

### C. Training

EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at <http://www.fema.gov/exercise>. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; Sub-Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at <http://www.fema.gov/training-0>.

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at <http://www.fema.gov/nims-doctrine-supporting-guides-tools>.

Professional Development Series courses include:

- IS-120.a An Introduction to Exercises
- IS-230.d Fundamentals of Emergency Management
- IS-235.b Emergency Planning
- IS-240.b Leadership and Influence
- IS-241.b Decision Making and Problem Solving
- IS-242.b Effective Communication
- IS-244.b Developing and Managing Volunteers

To ensure the professional development of the emergency management workforce, the Sub-Recipients must ensure a routine capabilities assessment is accomplished and a TEP is developed and implemented.

For additional information on review and approval requirements for training courses funded with preparedness grants please refer to the following policy: [http://www.fema.gov/media-library-data/1115d44e06367bb89510aafbe79c1875/FINAL\\_GPD+Training+Three+for+Free+Policy\\_09+10+13.pdf](http://www.fema.gov/media-library-data/1115d44e06367bb89510aafbe79c1875/FINAL_GPD+Training+Three+for+Free+Policy_09+10+13.pdf).

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally-sponsored CERT training

- Mass evacuation training at local, state, and tribal levels

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

#### D. Exercises

All EMPG-funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local

government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Implementation of HSEEP.** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

**Unauthorized** exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

## E. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

#### **Controlled Equipment**

Grant funds may be used for the purchase of Controlled Equipment, however, because of the nature of the equipment and the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Controlled Equipment List*, information regarding the *Controlled Equipment Request Form*, and a description of the specific requirements for acquiring controlled equipment with DHS/FEMA grant funds. For additional information on controlled equipment refer to

Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (<https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf>), and the Recommendations Pursuant to Executive Order 13688 ([https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf)).

#### **Requirements for Small Unmanned Aircraft System**

All requests to purchase Small Unmanned Aircraft System (SUAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems (<https://www.whitehouse.gov/the-press-office/2015/02/15/presidential-memorandum-promoting-economic-competitiveness-while-safegua>), issued February 20, 2015.

### **F. Management and Administration (M&A)**

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

#### **Indirect Costs**

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of Sub-Recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), Sub-Recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award.

### **II. Construction and Renovation**

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number 1660-0124 ([http://www.fema.gov/pdf/government/grant/2011/fy11\\_eoc\\_inv.pdf](http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf))) to their Regional EMPG Program Manager for review. Additionally, Sub-Recipients are required to submit a SF-424C Budget and Budget detail citing the project costs.



When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in 44 C.F.R. § 10.8, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to [gpdehpinfo@fema.gov](mailto:gpdehpinfo@fema.gov).

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq.*). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website:  
<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

### III. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (<http://www.fema.gov/grant-programs-directorate-information-bulletins>) (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: <http://www.fema.gov/media-library/assets/documents/32474>.

#### Unallowable Costs

- **Prohibited Equipment:** Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Prohibited Equipment List*. For additional information on Prohibited Equipment see Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (<https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf>), and the Recommendations Pursuant to Executive Order 13688 ([https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf)).
- Expenditures for weapons systems and ammunition

- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

#### IV. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all Sub-Recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance ([http://www.fema.gov/media-library-data/1421336453304-d48abd61f8b2a35d2bad325ae49ae531/FP1080231\\_Environmental\\_Planning\\_Historic\\_Preservation\\_Policy.pdf](http://www.fema.gov/media-library-data/1421336453304-d48abd61f8b2a35d2bad325ae49ae531/FP1080231_Environmental_Planning_Historic_Preservation_Policy.pdf)), and FP 108.24.4, Environmental Planning and Historical Preservation Policy (<http://www.fema.gov/media-library-data/1388411752234-6ddb79121951a68e9ba036d2569aa488/18Dec13-NoNEPARReview.pdf>)

EHP Technical Assistance, including the EHP Screening Form, can be found at ([http://www.fema.gov/media-library-data/20130726-1806-25045-2839/gpd\\_ehp\\_screening\\_form\\_omb\\_1660\\_0115\\_june\\_2011.pdf](http://www.fema.gov/media-library-data/20130726-1806-25045-2839/gpd_ehp_screening_form_omb_1660_0115_june_2011.pdf))

#### V. Other Conditions

##### Vehicles

- Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Sub-Recipient's EMPG Base Grant expenditures.

##### Food and beverages

- Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Sub-Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor, (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat or (3) the Division may consider additional request. The request would need prior approval from Department of Financial Services and the Division. For more information, ask your grant manager.

**CLAY COUNTY**  
**RESOLUTION # \_\_\_\_\_**

**WHEREAS**, the following revenue from the State of Florida, Division of Emergency Management was not 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 maintain Clay County's Emergency Management Program,

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

**REVENUE**

EMPG Grant	001-001-331212	\$72,030.00
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**EXPENDITURES**

Professional Services	001-2102D-531000	\$72,030.00
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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, August 1 3:00 PM

TO: Finance & Audit Committee

DATE: 7/26/2017

FROM: Lorin L. Mock

SUBJECT: Approval to accept the grant award from the State of Florida for FY2017/2018, from July 1, 2017 through June 30, 2018, in the amount of \$700,000.00, for the construction of Fire Station 11. These funds are to be used in conjunction with CIP Funds allocated for the construction of the fire station. Funding Source: Not applicable at this time. (L. Mock)

AGENDA ITEM TYPE:

---

**BACKGROUND INFORMATION:**

The 2017-2018 General Appropriations Act, line 2372A, appropriated \$700,000.00 to the Clay County Board of County Commissioners (Grantee) to assist in the construction of a new fire and rescue station to serve the needs of the local community. Funding under this Agreement will be used to assist in the construction of a new fire and rescue station located at 7390 State Road 21, Keystone Heights, Florida.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted

(Yes/No/N/A):

**Yes**

Funding Source: Not applicable at this time.

Sole Source (Yes/No):

**No**

Advanced Payment

(Yes/No):

**No**

ATTACHMENTS:

Description

- ▣ Grant Memo
- ▣ Grant Award Letter

REVIEWERS:

Department Reviewer		Action	Date	Comments
Public Safety	Mock, Lorin	Approved	7/26/2017 - 4:08 PM	
County Manager	Kopelousos, Stephanie	Approved	7/27/2017 - 11:42 AM	



## CLAY COUNTY FLORIDA

### Public Safety Department

#### Mailing Address:

P.O. Box 1366  
Green Cove Springs, FL  
32043

#### Physical Address:

2519 State Road 16 West  
Green Cove Springs, FL  
32043

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

#### County Manager

Stephanie C. Kopelousos

#### Commissioners:

Mike Cella  
District 1

Wayne Bolla  
District 2

Diane Hutchings  
District 3

Gavin Rollins  
District 4

Gayward Hendry  
District 5

#### Switchboard:

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

[www.claycountygov.com](http://www.claycountygov.com)

### Memorandum

TO: Clay County Finance & Audit Committee  
Clay County Board of County Commissioners

FROM: Lorin L. Mock  
Fire Chief *L. Mock*

DATE: July 26, 2017

RE: Acceptance of Grant Award

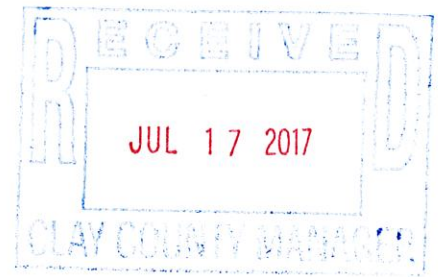
**REQUESTED ACTION:** Approval to accept the grant award from the State for FY2017/2018, from July 1, 2017 through June 30, 2018, in the amount of \$700,000.00, for the construction of Fire Station 11.

**Background:** The 2017-2018 General Appropriations Act, line 2372A, appropriated \$700,000 to the Clay County Board of County Commissioners (Grantee) to assist in the construction of a new fire and rescue station to serve the needs of the local community. Funding under this Agreement will be used to assist in the construction of a new fire and rescue station located at 7390 State Road 21, Keystone Heights, Florida.

**Recommendation:** Approve the Department's request for acceptance of the grant award in the amount of \$700,000.00.

**Actions:** Motion to approve the Department's request for acceptance of the grant award in the amount of \$700,000.00.





**GRANTEE:** Clay County

**PROJECT TITLE**

Fire Station Renovation

**ALLOCATION**

\$700,000.00

**GRANT PERIOD:** July 1, 2017 – June 30, 2018

**AWARD TOTAL:** \$700,000.00

State Budget Identifier 2372A

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**Congratulations!** As the Director of the Division of State Fire Marshal, it is my privilege to advise you that the 2017 Florida Legislature has appropriated funds to support local fire departments. The Legislature has allocated the funding to the Division for distribution during FY2017-18. I have assigned John Kohnke, Contract Manager, to manage your Grant Contract and oversee the completion of your deliverables.

**Payment of Funds:** This Award Letter should be completed and signed by the authorized Official in Attachment 1. This letter must be returned to the Division within 21 business days from the above date.

These Grant funds are intended to be spent between July 1, 2017 and June 30, 2018. Grant funds will be disbursed to grantees (per the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received, and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Grantees who anticipate the allocation of additional funds toward the approved project should indicate the amount in Attachment 1. Please see questions in Attachment 1 that must be answered when returning your acceptance of the grant funds.

**Conditions:** By returning this letter, grantee understands and agrees to enter Grant Contract development with the Department of Financial Services.

**Purchase of Equipment:** The grantee shall limit the use of the Grant funds to the purchase of specified equipment as described in Ch. 2017-70, Laws of Florida.

**Construction/Renovations:** All projects that provide funding for construction or renovation of building projects require the grantee to submit appropriate documents to include: proof of land ownership by the grantee, contractor building plans, architect

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certifications, land use approval by the Agency Having Jurisdiction, permits, and other appropriate documents as requested by the Division. Additionally, Grantee shall provide documents showing the allocation of local funding that comprises the portion of budget funds which exceeds the amount awarded in the state grant.

**NOTE:** A Grant Contract must be executed prior to the distribution of any grant funds. Due to a limited period of time to distribute the funds, please immediately begin preparing your Statement of Work for the Grant Contract. See Attachment 2.

Respectfully,

  
Julius Halas, Director



## ATTACHMENT 1

**GRANTEE AWARD LETTER:**

Please indicate the official name of your Government Entity for Grant Contract purposes:

Clay County Board of County Commissioners

Name and Title of designated signatory of Grant Contract:

Wayne Bolla, Chairman

Indicate Federal ID#: 59-6000553

Amount of anticipated local contribution: \$ 2,000,000.00

Has the above amount of your allocated budget toward this project been officially approved by your

local government? Yes x No \_\_\_\_ (if yes, list date of approval) \_\_\_\_\_  
(please attach copy of the approval)

If no, on what date do you expect approval from your local government? \_\_\_\_\_

Name and Contact information of person authorized to participate in Grant Contract discussions:

Lorin L. Mock, Fire Chief (904) 529-2768 [lorin.mock@claycountygov.com](mailto:lorin.mock@claycountygov.com)

Official authorized to sign this Award Letter:

Wayne Bolla

Print Name \_\_\_\_\_

Chairman

Print Position/Title

Signature of designated Official

Date \_\_\_\_\_

Please return a fully completed copy of this letter to:

John Kohnke, Contract Manager  
Division of State Fire Marshal  
200 E. Gaines Street  
Tallahassee, Florida 32399

Please email a copy to:  
John.kohnke@myfloridacfo.com

# ATTACHMENT 2 (SAMPLE)

## Attachment 1

### SCOPE OF WORK

1. **Project Description:** The 2016-2017 General Appropriations Act, line 2216, appropriated \$600,000.00 to the Jackson County Board of County Commissioners (Grantee) to construct a new fire and rescue station to serve the needs of the local community. In recent years, a Fire Service Delivery Study and an Insurance Services Organization review were conducted of the Grantee's existing fire and other emergency medical services operations. Both studies identified the need for additional personnel, medical and fire units, and station locations.

Funding under this Agreement will be used to construct a fire and rescue station located near the I-10/Highway 71 interchange. Residents and businesses in that area are currently almost ten (10) miles away from the nearest fire and rescue station. The new station is anticipated to result in better response services and up to a fifty (50) percent decrease in insurance rates once completed.

2. **Grantee's Responsibilities:**
  - a. Grantee is solely responsible for, and this Agreement does not address, the cost and completion of all pre-construction elements for the station, including, but not limited to, design, development, engineering, and environmental surveys.
  - b. Construct a new fire and rescue station, in accordance with the design and construction plans as submitted to DEO, as well as all applicable local, State (including, but not limited to, chapter 255, F.S.), and Federal laws and regulations, and which must include, at a minimum:
    - i. two apparatus bays for the fire truck and ambulance, and
    - ii. crew quarters for five emergency services personnel.
  - c. Prior to beginning construction of the station, submit to DEO copies of all:
    - i. construction plans and designs,
    - ii. required permits, and
    - iii. the notice of commencement of construction for the station.
  - d. Prior to beginning construction of the station, submit to DEO copies of all contracts and subcontracts in furtherance of this Agreement, as well as written evidence that all construction services in furtherance of this Agreement were competitively procured, to the extent required by law.
3. **DEO's Responsibilities:** DEO shall monitor progress, review reports, conduct site visits as determined necessary by DEO, and process payments to Grantee.
4. **Deliverables:** Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Construct a New Fire/Rescue Station		
Tasks	Minimum Level of Service	Financial Consequences
Complete construction of a new fire and rescue station in accordance with Sections 1 and 2 of Attachment 1, <i>Scope of Work</i> , above. Grantee shall submit invoices to DEO on a	Grantee may be reimbursed for reasonable, allowable, and necessary costs upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100% completion	Failure to perform the minimum level of service will result in non-payment.  Additionally, if Grantee does not complete construction by the

## ATTACHMENT 2 (SAMPLE)

monthly basis in accordance with Section 5 of Attachment 1, <i>Scope of Work</i> , below.	of the deliverable, as evidenced by submission of the following:  1) Invoice package in accordance with Section 6 of Attachment 1, <i>Scope of Work</i> , below.	end of the Agreement period, DEO shall assess a financial consequence of \$10,000.00, to be deducted from the final payment.
Total Amount Not to Exceed: \$600,000.00		

### 5. Reporting

- a. **Monthly:** Grantee shall report on a monthly basis all progress relating to the tasks identified in Section 4. Monthly reports are due to DEO no later than ten (10) days after the end of each month and shall be sent each month until submission of the administrative close-out report.

The monthly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4, and the Minority and Service-Disabled Veteran Business Enterprise Report required in Paragraph I.N.6. of this Agreement. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement.

- b. **Close-out Report:** No later than sixty (60) days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

### 6. Invoice Submittal and Payment Schedule:

DEO agrees to disburse funds under this Agreement in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with Section I.F.11, Funding Requirements of section 215.971(1), F.S., of this Agreement, Grantee's entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Project.

Grantee shall provide one (1) invoice per month for all services rendered during the applicable period of time.

The following documents shall be submitted with the itemized invoice:

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
- i. Are specifically for the project represented to the State in the budget appropriation;
  - ii. Are for one or more of the construction components as stated in project deliverables in Section 4 of this Scope of Work;
  - iii. Have been paid; and
  - iv. Were incurred after July 1, 2016 and before June 30, 2017.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, August 1 3:00 PM

TO: Finance and Audit Committee

DATE: 7/26/2017

FROM: Administrative and  
Contractual Services

SUBJECT: Approval of the First Amendment and Modification to the Memorandum of Understanding with the University of Florida (UF), regarding the funding of a UF faculty member specializing in 4-H youth development, for the period of 10/1/2017-9/30/2018, at the cost of \$29,819.06, contingent upon approval of the FY17/18 budget. Funding Source: 001-3401-531000 (General Fund - Extension Svcs/Ag - Professional Services) (B. Burbaugh)

AGENDA ITEM TYPE:

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**BACKGROUND INFORMATION:**

The purpose of this First Amendment is to fund 40% of the salary of a UF faculty member, in Clay County, who specializes in 4-H youth development. The individual in this position will be considered a State employee; thus, the County will not be responsible for funding health insurance or sick leave payout.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted

(Yes/No/N/A):

**Yes**

Funding Source: General Fund - Extension Svcs/Ag - Professional Services (Contingent upon approval of the FY17/18 budget)

Account # 001-3401-531000 Amount - \$29,819.06

Sole Source (Yes/No):

Advanced Payment

(Yes/No):

No

No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ▣ First Amendment-MOU with University of Florida

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	7/26/2017 - 11:56 AM	

IN RE: #2016/2017-37 AM1

RECEIVED

JUL 24 2017

## AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

BCC

FIN 8-1-17

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

Clay County Attorney's Office

DATE: 7/18/17  
 Staff Member Preparing Form: Brad Burbaugh  
 Department Submitting Contract: Extension Services  
 Vendor Name: University of Florida  
 Contract Title: Extend and Modify Memorandum of Understanding

## SUMMARY (TO BE COMPLETED BY DEPARTMENT)

	Yes	No	
1. New Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9. Contract Amount (*Detail negotiation efforts below) 29,819.06
2. Renewal <u>Amend</u> Supplement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10. Previous Price (*If increase explain below) Previous contract was not for a full year.
3. Sole Source *(explain)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11. Date of Original Contract November 10, 2016
4. Quotes/bid policy met <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	12. Number of Renewals 1st
5. Need to waive bid policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	13. Length of Term 10/01/17-9/30/18
6. Automatic renewal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	14. Price Negotiation Efforts:
7. Standard Addendum Executed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A
8. Advance Payment Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Requested Action: (Please type below)

Approval

## Funding Source

Account Number:

001-3401-53100

FULL Account Name:

Professional Services

\*contingent upon FY17-18 budget approval

## Approvals

Purchasing:	No Changes	With Changes
<u>22</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review Date: 7-24-17	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Recommended Changes: (Please type below)

\*See comments on page 1.

Budget:	No Changes	With Changes
<u>22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review Date: 7/24/17	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Finance:	No Changes	With Changes
<u>CM</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review Date: 7/24/17	<input checked="" type="checkbox"/>	<input type="checkbox"/>

County Attorney:	No Changes	With Changes
<u>BM</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review Date: 7-25-17	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- FORM REVISED: 07/13/2017

\* All comments have been addressed

RECEIVED  
 PURCHASING DIVISION  
 2017 JUL 19 P 3:28  
 CLAY COUNTY BOARD OF COMMISSIONERS

**FIRST AMENDMENT AND MODIFICATION TO  
AGREEMENT #16/17-37  
UNIVERSITY OF FLORIDA MEMORANUDUM OF UNDERSTANDING**

THIS FIRST AMENDMENT AND MODIFICATION TO AGREEMENT #16/17-37 is entered into this 22<sup>nd</sup> day of August, 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "COUNTY"), whose address is 477 Houston Street, Green Cove Springs, FL 32043, and the University of Florida, Board of Trustees (hereinafter referred to as the "UNIVERSITY"), whose address is PO Box 11500, Gainesville, FL 32611.

**RECITALS**

**WHEREAS**, the parties have previously entered into an Agreement dated November 10, 2016, designated by the COUNTY as Agreement #16/17-37, (hereinafter referred to as the "AGREEMENT"), a copy of which is attached hereto and incorporated herein, whereby the purpose of this AGREEMENT is to specify the terms under which each the UNIVERSITY and the COUNTY will contribute to personnel, educational, technical and research information to Extension Services in the county; and

**WHEREAS**, the parties wish to extend the term and modify the salary for a 4-H youth development faculty member employed in Clay County; and

**WHEREAS**, the parties hereto desire to execute this First Amendment and Modification to the AGREEMENT.

**NOW THEREFORE**, the parties agree as follows:

1. The term of the AGREEMENT is agreed to be from October 1, 2017 through September 30, 2018.
2. The parties hereto agree to the proposed rates as described in Exhibit A for expenses further described in the AGREEMENT, for the total annual charge of \$29,819.06.
3. With the exception of the aforementioned extension and modification, the original terms and conditions of the AGREEMENT remain in full force and effect during the AGREEMENT period.

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

UNIVERSITY OF FLORIDA

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Wayne Bolla  
Its Chairman

ATTEST:

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



## Exhibit "A" - Proposed Payroll Budget

Clay County  
FY 2018 Summary  
Prepared 04/26/17

### Payroll Due from County FY 2018

4-H Youth Development Faculty	27,819.06
Total payroll: \$	27,819.06

### Travel due from County 2018

Travel	2,000.00
Total Expenses: \$	2,000.00

### TOTAL DUE FROM COUNTY FY 2018

Total Payroll	\$ 27,819.06
Total Expenses	\$ 2,000.00
TOTAL DUE (Section A+B):	<u>\$ 29,819.06</u>

### Budget - Payment Schedule:

January 10 2018	7,454.77
April 10 2018	7,454.77
July 10 2018	7,454.77
September 10 2018	7,454.77 *
Total:	<u>29,819.06</u>

\*Invoicing for September will be partially projected. Final invoiced may take place.  
This Contract is Cost Reimbursable.

### Please remit invoices to:

UF/IFAS Clay County Extension Services  
2463 SR 16 W  
Green Cove Springs, FL 32043  
[brad784@ufl.edu](mailto:brad784@ufl.edu)

Clay County  
Salary Details  
Salary Projection 10/01/17-9/30/18

		State	County	Total	3% Margin
4H Youth Development Faculty	Percentage	60.000%	40.000%	100.00%	
	Salary	31,800.00	21,200.00	\$53,000.00	
Faculty Pooled Rate:	Pooled Fringe	8,713.20	5,808.80	14,522.00	
	27.40%				
	Grand Totals	40,513.20	27,008.80	67,522.00	
Exempt					
4H Youth Development Faculty			Total Due from Cty		
Annual: \$53,000.00			\$	27,008.80	\$ 27,819.06

CLAY COUNTY  
AGREEMENT/CONTRACT # 2016/2017-37

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into on November 10, 2016 between Clay County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the University of Florida, Board of Trustees, hereinafter referred to as "UNIVERSITY."

WITNESSETH

WHEREAS, under the laws of the State of Florida and the Smith-Lever Act of May 8, 1914 (38 Statute 372), the UNIVERSITY is charged with the dissemination of information on agriculture, family life, horticulture, natural resources, Sea Grant, and youth development through its Cooperative Extension Service to the public in the State of Florida; and

WHEREAS, this function is performed through the Extension Service-United States Department of Agriculture and State staff of Extension Specialists and resident Extension workers in the State; and

WHEREAS, the UNIVERSITY is responsible for planning and implementing educational programs for growers, families, homeowners, and young people within the county; and

WHEREAS, said programs will be developed and implemented in the County by Extension Agents employed by the UNIVERSITY and the COUNTY to work directly with local advisory committees and Extension personnel; and

WHEREAS, the Extension Agents will utilize appropriate Extension personnel from the UNIVERSITY and the COUNTY and educational methods including the program development process, area subject matter information and other materials or methods as deemed necessary by Extension Agents in various program areas to conduct the aforesaid education programs.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE I  
PURPOSE

The Florida Extension Service was established as an integral part of the Institute of Food and Agricultural Sciences (IFAS), University of Florida, for the public purpose of "extending" research-based educational information from the University to the people of the State of Florida on subjects relating to agriculture, aquaculture, family and consumer sciences, 4-H youth development, environmental horticulture, natural resources, Sea Grant, energy and other programs deemed necessary. The Florida Extension Service makes the findings of research in these areas available to the people of Florida through the University of Florida, IFAS, Extension Service, in partnership with the Florida Boards of County Commissioners.

To assure that educational programs meet the needs of local clientele, and comply with Section 1004.37 of the Florida Statutes, it is essential that the UNIVERSITY and the COUNTY identify respective responsibilities.

This Memorandum of Understanding (hereinafter referred to as "AGREEMENT") establishes the respective responsibilities of the UNIVERSITY, through IFAS Extension Service and the COUNTY. The purpose of this AGREEMENT is to specify the terms under which each the UNIVERSITY and the COUNTY will contribute to personnel, educational, technical and research information to Extension Service in the County.

## **ARTICLE II**

### **GOALS AND OBJECTIVES**

This AGREEMENT covers the UF/IFAS Extension Agent – 4-H Youth Development position in the Clay County Extension Office (herein referred to as "4-H Youth Development Faculty").

## **ARTICLE III**

### **TERMINATION OF POSITION AND SERVICES**

This AGREEMENT may be terminated at will by either party hereto. If terminated by the COUNTY, the UNIVERSITY procedures and notification requirements pursuant to 6C1-7.013 will be followed. For UNIVERSITY employees in their initial appointment period notice must be given three (3) months prior to the last day of employment.

## **ARTICLE IV**

### **RESPONSIBILITIES**

1) The parties agree as follows:

- a) With respect to hiring 4-H Youth Development Faculty, the UNIVERSITY shall:
  - i) Establish minimum employment requirements and qualifications for the 4-H Youth Development Faculty position.
  - ii) Recruit, interview and screen candidates for the 4-H Youth Development faculty position.
  - iii) Recommend to the COUNTY qualified applicants for appointment to vacant or new 4-H Youth Development Faculty position in accordance with the provisions of Section 1004.37, Florida Statutes.
- b) With respect to salary of the 4-H Youth Development Faculty:
  - i) Before hired UNIVERSITY and COUNTY will establish the total amount of the starting base salary of the 4-H Youth Development Faculty position that each party will pay. Typically the UNIVERSITY pays 60 percent and the COUNTY pays 40 percent of the salary.
  - ii) UNIVERSITY and COUNTY will each pay its own respective portion of all salaries for Extension Faculty but will not be responsible for payment of the other party's portion.
  - iii) After initial hire, each party will determine future salary adjustments. To include but not limited to, any cost of living, bonuses, merits, or any other salary adjustment issued pursuant to state law or UNIVERSITY or COUNTY policies and procedures for its portion of the total salary except with respect to promotion increases, which will be determined as set forth in Article IV 1)b)iv).
  - iv) UNIVERSITY will determine the total dollar amount of rank promotion salary increases for promotion to Agents II, III, and IV. The COUNTY will pay that percentage of the rank

promotion salary increase that is equivalent to the percentage of the Extension Agent's salary the COUNTY was paying immediately prior to the effective date of the increase.

UNIVERSITY will pay the remainder of the rank promotion salary increase.

- v) The policies established by the UNIVERSITY in administering leave, including annual, sick, civil, holiday, and military leave, and regarding payment of unused annual leave upon separation, shall apply to Extension Faculty.

## **2) Responsibilities of UNIVERSITY:**

### **a) Management and administration:**

- i) Through the County Extension Director (CED), prepare and submit an annual budget request to the Board of County Commissioners for the COUNTY'S share of funds for salaries, operating expenses, equipment, and other program support for Extension work in the County.
- ii) Provide in-service training for Extension Faculty and provide funds for official travel to such training and other Extension out-of-county program development meetings.
- iii) Provide a staff of state Extension Specialists to train Extension Faculty in current technology and to assist Extension Faculty in the conduct of educational programs in these areas.
- iv) Provide Extension Faculty with official Extension stationery, envelopes, educational materials, including access to the IFAS computer network and software, and postage to the extent the Extension budget will allow.
- v) Develop and administer a personnel management plan for Extension Faculty that will provide for an annual review of each Extension Agent's performance, including the CED, whose performance will be jointly evaluated by the District Extension Director (DED) and the COUNTY Administrator or designee. UNIVERSITY will provide COUNTY with notice prior to beginning Extension Faculty evaluations so that COUNTY may provide UNIVERSITY with input regarding any performance and/or conduct concerns.
- vi) Provide general administrative and supervisory leadership for Extension programs and personnel, in compliance with UNIVERSITY personnel policies and procedures, state and federal Affirmative Action and Equal Employment Opportunity requirements.
- vii) Develop and maintain a "grass-roots" County Advisory Committee system to ensure that Extension programs are based on the needs and priorities of the people in the County.
- viii) Adhere to COUNTY fiscal processes and policies in the administration of operating funds.

## **3) Responsibilities of COUNTY**

### **a) With respect to 4-H Youth Development Faculty, the COUNTY shall:**

- i) With respect to broad program authorization, all Extension programs within the County are subject to COUNTY authorization and approval. Substantive program changes (additions, deletions, etc.) are subject to COUNTY approval prior to implementation, and the COUNTY may eliminate or otherwise alter any program as the COUNTY deems appropriate.
- ii) Participate in the employment of Extension Faculty in accordance with the provisions of Title XLVIII, Chapter 1004, Section 1004.37, Florida Statutes.
- iii) Pay the COUNTY'S proportionate share of the salaries and fringe benefits of 4-H Youth Development Faculty as more specifically set out in Article IV 1)b)i) and Exhibit A.

- b) With respect to management and administration, the COUNTY shall:
  - i. Review and consider the annual departmental budget requests from UNIVERSITY and take action thereon as the COUNTY may deem appropriate.
  - ii. Provide salaries and fringe benefits for clerical, maintenance and other support personnel as the COUNTY may deem appropriate for effective operation of the Extension office.
  - iii. Provide office space, support personnel, equipment, supplies, utilities, demonstration materials, and funding and/or vehicles for official county travel (both in-county and out-of-county), and other operational needs for the County Extension office as the COUNTY may deem appropriate.
- 4) General Provisions:
  - a) Management and Administration
    - i) Extension Faculty shall follow COUNTY policies relative to office hours and holidays.
    - ii) All Extension Faculty appointments will be made cooperatively in accordance with Title XLVIII, Chapter 1004, Section 1004.37, Florida Statutes.
    - iii) UNIVERSITY and the COUNTY will cooperate in coordinating Equal Employment Opportunity plans for Extension in the County.
    - iv) The County Extension Director is responsible for operating this department under the joint direction of the COUNTY or designee and the UNIVERSITY'S Dean of Extension or designee.
    - v) The UNIVERSITY has determined that the 4-H Youth Development Faculty, an employee of the UNIVERSITY, is a professional employee exempt from the provisions of the Fair Labor Standards Act.

## ARTICLE V

### FUNDING AND PAYMENTS

- 1) The COUNTY agrees to pay the UNIVERSITY sums as indicated in Exhibit A towards salary expenses. This total sum represents the COUNTY'S share of funding for the 4-H Youth Development Faculty salary and fringe benefits, as well as travel as outlined in Exhibit A. It is understood that no amount of funds specified hereto above should be used for payment of salaries or any other expenses of state personnel other than the 4-H Youth Development Faculty. This agreement is cost reimbursable.
- 2) Salary outlined in Exhibit A will be modified and submitted to the COUNTY annually by the UNIVERSITY. Exhibit A is an estimate of projected salary expenses for the year and shall not require a separate written addendum to this AGREEMENT in order to implement annual changes in salaries, related fringe benefits and travel. Salary dollar figures in Exhibit A will be submitted annually to the COUNTY for review and approval by the following time table:
  - a) Proposed Annual Budget by March 1<sup>st</sup> - UNIVERSITY will include proposed figures for the COUNTY to begin its budget process.
  - b) Annual Budget Request by July 1<sup>st</sup> - UNIVERSITY will make necessary adjustment to Exhibit A figures as needed and submit a final budget request to COUNTY for approval.
- 3) The UNIVERSITY will not charge facilities and administrative costs to the COUNTY.
- 4) Payments shall be made on a quarterly basis as invoiced by the UNIVERSITY. The quarterly payments shall be in the amount as indicated on Exhibit A, and will be made by the COUNTY in accordance with the Local Government Prompt Payment Act. The quarterly invoices in January, April, July and October.
- 5) The COUNTY may elect to pay an annual salary supplement to extension personnel. The



COUNTY shall fund 100% of the salary supplement, including salaries, fringe benefits, and worker's compensation, and will pay this sum to the UNIVERSITY during the COUNTY's quarterly payment as indicated in Exhibit A. Any salary supplement will be included in the annual County Budget request that is sent to the UNIVERSITY each year. Upon receipt, if needed, the UNIVERSITY will update the salary projections in an updated Exhibit A and adjust the quarterly billings to accommodate the salary supplement.

#### **ARTICLE VI** **PERIOD OF CONTRCT – RENEWAL – MODIFICATION**

This AGREEMENT shall be effective as of November 10, 2016 and shall continue until September 30, 2017. This AGREEMENT is subject to renewal by either party. This AGREEMENT may be modified at any time by mutual consent of both parties herein above.

#### **ARTICLE VII** **CONTRACTUAL REQUIREMENTS**

- 1) **Governing Law:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State of Florida.
- 2) **Binding Effect.** The terms, covenants, conditions and provisions of this AGREEMENT shall bind and inure to the benefit of the COUNTY and UNIVERSITY and their respective legal representatives, successors, and assigns.
- 3) **Nondiscrimination.** The COUNTY and UNIVERSITY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this AGREEMENT automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and UNIVERSITY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination.
- 4) **Covenant of No Interest.** The COUNTY and UNIVERSITY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this AGREEMENT, and that only interest of each is to perform and receive benefits as recited in this AGREEMENT.
- 5) **Code of Ethics.** The UNIVERSITY agrees that officers and employees of the UNIVERSITY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
- 6) **No Solicitation/Payment.** The COUNTY and UNIVERSITY warrant that , in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the

award or making of this AGREEMENT. For the breach or violation of the provision, the University agrees that the COUNTY shall have the right to terminate this AGREEMENT without liability and at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

- 7) **Public Access.** The COUNTY and UNIVERSITY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and UNIVERSITY in conjunction with this AGREEMENT; and the COUNTY shall have the right to unilaterally cancel this AGREEMENT upon violation for this provision by UNIVERSITY.
- 8) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and UNIVERSITY in this AGREEMENT and the acquisition of any commercial liability insurance coverage, self-insurance coverage or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.
- 9) **Privileges and Immunities.** All of the privileges and immunities for liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this AGREEMENT within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.
- 10) **Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties.** This AGREEMENT is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this AGREEMENT is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute and case law.
- 11) **Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this AGREEMENT to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and UNIVERSITY agree that neither the COUNTY nor the UNIVERSITY nor any agent, officer or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this AGREEMENT separate and apart, inferior to or superior to the community in general or for the purposes contemplated in this AGREEMENT.
- 12) **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the COUNTY in his or her individual capacity, and no member, officer, agent or employee of the COUNTY shall be liable personally on this AGREEMENT or be subject to any personal liability or accountability by reason of the execution of this AGREEMENT.
- 13) **Execution in Counterparts.** This AGREEMENT may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the



same instrument and any of the parties hereto may execute this AGREEMENT by signing any such counterpart.

- 14) Section Headings. Section headings have been inserted in this AGREEMENT as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this AGREEMENT and will not be used in the interpretation of any provision of this AGREEMENT.
- 15) The Clay County Standard Addendum to all contracts and agreements is attached and made a part hereof.

## **ARTICLE VII**

### **NOTICES**

Any notice, request, demand, consent approval or other communication required or permitted by this AGREEMENT shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: a) hand delivery to the other party; b) delivery by commercial overnight courier service; or c) mailed by registered or certified mail (postage prepaid), return receipt requested. For the purposes of notice the addresses are:

**To COUNTY:**

Administrative and Contractual Services  
P.O. Box 1366  
Green Cove Springs, FL 32043-1366

**And copied to:**

Clay County Human Resources  
P.O. Box 1366  
Green Cove Springs, FL 32043-1366

**To UNIVERSITY:**

University of Florida  
Division of Sponsored Research  
PO Box 115500  
Gainesville, FL 32611-5500

**And copied to:**

University of Florida  
IFAS County Operations  
PO Box 110220  
Gainesville, FL 32611-0220

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT effective as of November 10, 2016.

APPROVED BY:

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

By:   
Diane Hutchings  
Its Chairman

11/10/16  
Date

ATTEST:

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

11/10/16  
Date

FOR THE UNIVERSITY OF FLORIDA

By:   
Its

11/19/17  
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 269-6352, [Ann.Mitchell@claycountygov.com](mailto: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:

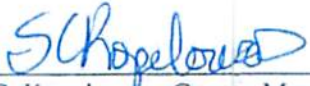
- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iii) has been engaged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

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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:   
Diane Hutchings  
Its Chairman

Contractor Name: University of Florida

By: 

Printed Name: Brian Prindle  
Associate Director of Research

Title: \_\_\_\_\_

## Exhibit "A" - Proposed Payroll Budget

**Clay County Youth Development Faculty  
FY 2016-2017 Summary  
Prepared 10/4/16**

**Payroll Due from County FY 2016-2017**

4-H Youth Development Faculty	15,846.45
<b>Total payroll:</b>	<b>\$ 15,846.45</b>

**Travel due from County 2016-2017**

Travel	1,000.00
<b>Total Expenses:</b>	<b>\$ 1,000.00</b>

**TOTAL DUE FROM COUNTY FY 2017**

Total Payroll	\$ 15,846.45
Total Expenses	\$ 1,000.00
<b>TOTAL DUE (Section A+B):</b>	<b><u>\$ 16,846.45</u></b>

**Budget - Payment Schedule:**

January 10 2017	
April 10 2017	5,615.48
July 10 2017	5,615.48
October 10 2017	5,615.49
<b>Total:</b>	<b><u>16,846.45</u></b>

**Please remit invoices to:**

UF/IFAS Clay County Extension Services  
2463 SR 16 W  
Green Cove Springs, FL 32043  
[brad784@ufl.edu](mailto:brad784@ufl.edu)



Clay County  
Salary Details  
Salary Projection 1/3/17-9/30/17

		State	County	Total
4H Youth Development Faculty	Percentage	60.000%	40.000%	100.00%
	Salary	18,731.03	12,487.36	\$31,218.39
Faculty Pooled Rate:	Pooled Fringe	5,038.65	3,359.10	8,397.75
	26.90%			
	Grand Totals	23,769.68	15,846.45	39,616.14
Exempt				
4H Youth Development Faculty			Total Salary Due from County	\$ 15,846.45
	Annual: \$31,218.39			
	*Pro-rated salary of \$42,000 1/3/17-9/30/17			



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, August 1 3:00 PM

TO: Board of County  
Commissioners

DATE: 7/26/2017

FROM: Jennifer Rupert-Bethelmy

**SUBJECT:**

Request approval to make changes to the following positions and amend the organizational chart as appropriate. (B. Burbaugh)

1. Executive Secretary to Program Manager, and,
2. Data Entry Clerk/Receptionist to Office Assistant/Receptionist

**AGENDA ITEM TYPE:**

---

**BACKGROUND INFORMATION:**

A comprehensive review was conducted to ensure that positions or any replacements positions were appropriately realigned to the core functions of the Division. These changes will better enable the Division in accomplishing its programming goals and objectives to the County and community.

Is Funding Required (Yes/No):

**No**

If Yes, Was the item budgeted

(Yes/No/N/A):

**No**

Funding Source: Not applicable

Sole Source (Yes/No):

**No**

Advanced Payment

(Yes/No):

**No**

**ATTACHMENTS:**

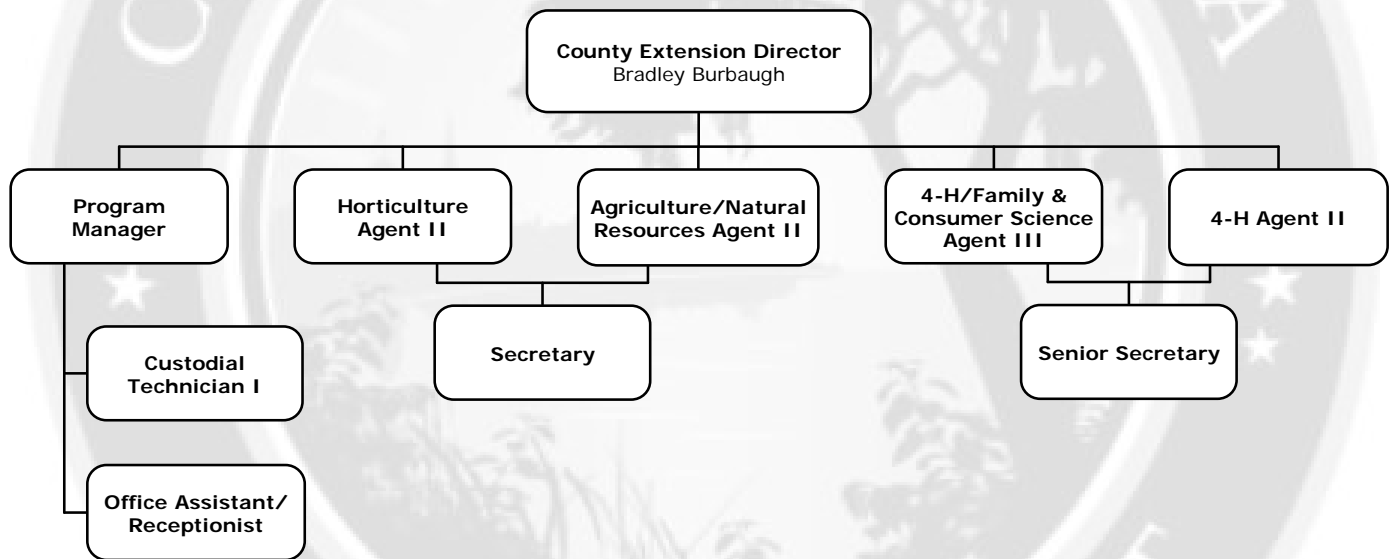
### Description

- ▣ Organizational Chart
- ▣ Job Description Office Assistant / Receptionist
- ▣ Job Description Program Manager

### REVIEWERS:

Department	Reviewer	Action	Date	Comments
Human Resources	Bethelmy, Jennifer	Approved	7/27/2017 - 12:44 PM	

# Extension Services/Agriculture Division



**CLAY COUNTY  
BOARD OF COUNTY COMMISSIONERS  
JOB DESCRIPTION**

**JOB TITLE:** Office Assistant/Receptionist

**EXEMPT:** No

**SALARY LEVEL:** Non-Exempt 14

**DEPARTMENT:** Agricultural Agent / Extension Office

**REPORTS TO:** County Extension Director

**GENERAL DESCRIPTION OF DUTIES:** This position will be responsible for greeting customers, answering incoming calls, and directing customers to appropriate faculty, coordinating mail distribution, and providing clerical and administrative support in a fast-paced academic environment. The Receptionist is the first point of contact for the entire organization, requiring a positive attitude and professional appearance.

**ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE THE FOLLOWING:** (other duties, may be assigned)

Serves as office receptionist: greets, announces, and routes customers to appropriate faculty and staff.

Answers incoming telephone calls, determines purpose of callers, and forwards calls to appropriate faculty and staff.

Takes and delivers messages or transfers calls to voicemail when appropriate personnel are unavailable.

Answers routine questions about the organization and provides callers with address, directions, and other information as requested.

Responsible for opening and closing the customer reception area at 8:00 am and 4:30 pm.

Operates office equipment such as computers, postage machine, copier, fax, printer and scanner.

Assists support staff with clerical duties to include faxing, copying, organizing/maintaining files, and other special projects.

Receives, sorts and distributes incoming mail. Prepares, meters, and delivers outgoing mail.

Prepares educational materials; takes notes and develops minutes for staff and advisory council meetings.

Assists in providing website updates, social media postings, and educational meeting announcements.

Serves as the primary contact for faculty and staff as well as stakeholders for scheduling meeting rooms, reserving audio visual equipment, and providing access to facilities.

Tracks data and maintains records for county and University of Florida (UF) reports.

Monitors office supply inventory and compiles orders when required.

Organizes and updates office databases related to contact information and customer satisfaction.

Responsible for registering customers for educational programs.

Monitors and provides initial reports and approval of County and UF time and leave requests by faculty and staff.

Contributes to and submits multiple County and UF reports (e.g., vehicle mileage, partners for progress report, inventory, affirmative action file, and reconciling budget accounts).

Supports administrative and special projects, as assigned.

In the event of a hurricane, major storm, natural or man-made disaster that may threaten the area, the employee will be required to perform emergency duties as directed.

Performs other duties as assigned.

**QUALIFICATION REQUIREMENTS:** To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative, of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must be able to anticipate, assess, and respond effectively to the needs of diverse customers, both internal and external, providing consistently excellent service that is timely, accurate, courteous, and respectful.

Must have knowledge of county and office policies, procedures, and records management principles.

Must have skills in the preparation of clear and precise administrative reports.

Must operate with tact, courtesy, and be able to work in a team environment.

Must have the ability to gather, organize, and maintain data.

Must have knowledge of designing and maintaining databases, spreadsheets, and creating reports.

**EDUCATION AND/ OR EXPERIENCE:** Candidate must possess a High School Diploma or GED equivalent and five years of appropriate experience.

Appropriate college coursework or vocational/technical training may substitute at an equivalent rate for the required experience.

Requires knowledge of modern office practices and equipment, including Microsoft Applications such as Word, Outlook, etc., and other job related software programs.

The ability to drive a County vehicle and maintain a valid Florida Driver's License, with a good driving history is required.

Any combination of education and experience may be substituted, so long as it provides the desired skills, knowledge and abilities to perform the essential functions of the job.

All requirements are subject to possible modification to reasonably accommodate individuals with disabilities. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

The job description in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job related duties requested by their supervisor.

**PHYSICAL QUALIFICATIONS AND ACTIVITIES OF THE POSITION:** Sedentary work. Exerting up to 25 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull otherwise move objects, including the human body.

Stooping: Bending body downward and forward by bending spine at the waist.

Kneeling: Bending the body downward and forward by bending leg and spine.

Crouching: Moving about on hands and knees or hands and feet.

Reaching: Extending hand(s) and arm(s) in any direction.

Standing: Particularly for sustained periods of time.

Sitting: Particularly for sustained periods of time.

Walking: Moving about on foot to accomplish tasks, particularly for long distances.

Lifting: Raising objects from a lower to a higher position, or moving objects horizontally from position-to-position.

Dexterity: Picking, pinching, typing or otherwise working, primarily with fingers rather with the whole hand or arm as in handling.

Grasping: Applying pressure to an object with the fingers and palms.

Talking: Expressing or exchanging ideas by means of the spoken word. Those activities in which, they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.

Hearing: Perceiving the nature of sounds with no less than a 40 db loss @ 55 HZ, 1,000 HZ and 2,000 HZ with or without correction. Ability to receive detailed information through oral communication and to make fine discriminations in sound, such as when making fine adjustments on machined parts.

Repetitive motions: Substantial movements (motions) of the wrists, hands, and/or fingers.

Visual requirement equal to that for clerical administrative whose work deals largely with preparing and analyzing data and figures, accounting, transcription, computer terminal, extensive reading, etc.

The worker is subject to inside environmental conditions in a normal office setting. Sedentary work, exerting up to 25 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects, including the human body.

## **CONCLUSION:**

1. All main duties and requirements are essential job functions.
2. All requirements are subject to possible modification to reasonably accommodate individuals with disabilities.
3. Regular attendance is an essential function of this position.



**CLAY COUNTY  
BOARD OF COUNTY COMMISSIONERS  
JOB DESCRIPTION**

**JOB TITLE:** Program Manager

**EXEMPT:** No

**SALARY LEVEL:** Non-Exempt 19

**DEPARTMENT:** Agricultural Agent / Extension Office

**REPORTS TO:** County Extension Director

**GENERAL DESCRIPTION OF DUTIES:** This position assists in managing the Extension Services division by providing logistical and administrative support in a fast-paced academic environment. The incumbent will be expected to perform a wide variety of complex tasks that require excellent organizational skills and considerable independent judgment.

**ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE THE FOLLOWING:** (other duties, may be assigned)

Assists the Director in managing day-to-day administrative tasks including financial, facilities maintenance, personnel, payroll, and inventory activities.

The financial duties of this position include ordering supplies, preparing and maintaining fiscal records, monitoring state and County budget accounts, processing purchase requisitions, travel authorizations, expense reports, check requests, and vendor payments.

Directs the maintenance of facilities including initiating and monitoring work order requests.

Maintains inventory records, including office supplies, equipment, and other materials.

Processes leave and timesheets for payroll.

Monitors compliance with established County and UF policies and procedures, accurately and clearly conveys directives, policies, assignments, instructions and other information to faculty, staff, and stakeholders.

Serves as point of contact for Clay County MIS and University of Florida IT Services for computer, audio visual, software, and videoconferencing systems.

Provides general clerical and administrative assistance for the Director (e.g., makes appointments, tracks workflow, monitors deadlines, develops and submits reports).

Assists in the preparation of correspondence, email, surveys and other administrative and secretarial duties as needed. Proofreads and edits aforementioned communications as needed.

Prepares multiple State and County reports.

Coordinates and schedules meeting room availability with staff, County, State, and outside agencies to ensure the meetings and groups comply with County and UF policies and procedures.

Provides educational program support to the Director, including set-up, registration, securing refreshments, and other duties as assigned.

Assists in the planning and coordination of office-wide meetings and events as well as County and UF initiatives.

Works as a team with faculty and staff to provide office administrative support including maintaining appropriate staffing and office coverage. This includes answering the phone and responding to customer requests, as well as directing customer inquiries to the appropriate faculty, staff and/or volunteers.

In the event of a hurricane, major storm, natural or man-made disaster that may threaten the area, the employee will be required to perform emergency duties as directed.

Performs other duties as assigned.

**QUALIFICATION REQUIREMENTS:** To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must have advanced training or experience in accounting and office/program management.

Must have excellent oral and written communication skills.

Must be able to work in a self-directed manner, demonstrate initiative, and maintain a high degree of accuracy and attention to detail.

Must have the ability to multitask and manage multiple projects and deadlines.

Must operate with tact, courtesy, and be able to work in a team environment.

Must have the ability to gather, organize, and maintain data. Must have knowledge of designing and maintaining databases, spreadsheets, and creating reports.

**EDUCATION AND/ OR EXPERIENCE:** Candidate must possess an Associate's Degree with two years of relevant experience in office management and accounting. A Bachelor's Degree is preferred.

Requires knowledge of modern office practices and equipment, must be proficient in MS Office Suite including Word, Outlook, Excel, and internet research. Knowledge of audio and video equipment is a plus.

The ability to drive a County vehicle and maintain a valid Florida Driver's License, with a good driving history is required.

Any combination of education and experience may be substituted, so long as it provides the desired skills, knowledge and abilities to perform the essential functions of the job.

All requirements are subject to possible modification to reasonably accommodate individuals with disabilities. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

The job description in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job related duties requested by their supervisor.

**PHYSICAL QUALIFICATIONS AND ACTIVITIES OF THE POSITION:** Sedentary work. Exerting up to 25 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull otherwise move objects, including the human body.

Stooping: Bending body downward and forward by bending spine at the waist.

Kneeling: Bending the body downward and forward by bending leg and spine.

Crouching: Moving about on hands and knees or hands and feet.

Reaching: Extending hand(s) and arm(s) in any direction.

Standing: Particularly for sustained periods of time.

Sitting: Particularly for sustained periods of time.

Walking: Moving about on foot to accomplish tasks, particularly for long distances.

Lifting: Raising objects from a lower to a higher position, or moving objects horizontally from position-to-position.

Dexterity: Picking, pinching, typing or otherwise working, primarily with fingers rather with the whole hand or arm as in handling.

Grasping: Applying pressure to an object with the fingers and palms.

Talking: Expressing or exchanging ideas by means of the spoken word. Those activities in which, they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.

Hearing: Perceiving the nature of sounds with no less than a 40 db loss @ 55 HZ, 1,000 HZ and 2,000 HZ with or without correction. Ability to receive detailed information through oral communication and to make fine discriminations in sound, such as when making fine adjustments on machined parts.

Repetitive motions: Substantial movements (motions) of the wrists, hands, and/or fingers.

Visual requirement equal to that for clerical administrative whose work deals largely with preparing and analyzing data and figures, accounting, transcription, computer terminal, extensive reading, etc.

The worker is subject to inside environmental conditions in a normal office setting.

## **CONCLUSION:**

1. All main duties and requirements are essential job functions.
2. All requirements are subject to possible modification to reasonably accommodate individuals with disabilities.
3. Regular attendance is an essential function of this position.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, August 1 3:00 PM

TO: Finance and Audit Committee

DATE: 7/11/2017

FROM: Karen Thomas,  
Administrative & Contractual  
Services

SUBJECT: Approval to post notice of intent and award Bid #16/17-27, Guardrail Repair, Installation and Replacement to Central Florida Street Signs, Inc. for a term of two years at the unit price rates. This bid is utilized as needed. Approval will be effective after 72 hour bid protest period has expired assuming no protest are received. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / Repairs and Maintenance) (D. Smith)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

This bid provides guardrail repair, installation and replacement county wide as needed.

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 and Maintenance

Account 101-3701-546100 Amount - \$299,683.90

Sole Source (Yes/No):

**No**

Advanced Payment

(Yes/No):

**No**

#### ATTACHMENTS:

##### Description

- ▣ Memo - Comparison
- ▣ Central Florida submittal
- ▣ Grading & Bush Hog submittal
- ▣ reference

#### REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	7/26/2017 - 12:51 PM	

**BID RECOMMENDATION**  
**Bid No. 16/17-27, Guardrail Repair, Installation and Replacement**

**BIDDERS**

**BID TOTAL**

Central Florida Street Signs

\$299,683.90

Grading & Bush Hog Services, Inc.

\$423,662.00

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

TITLE

Michael Fleming

Deputy Director, Engineering and Public Works

**RECOMMENDATION:**

Staff recommends awarding the bid to lowest responsive and responsible contractor, Central Florida Street Signs.

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

**Bid #16/17-27 Comparison, Guardrail Repair, Installation & Replacement**

GBHS, Inc.

Central Florida St. Sign

Item	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price
1	Resetting Guardrail	LF	200	\$10.00	\$2,000.00	\$11.00	\$2,200.00
2	Resetting Guardrail - Double Face	LF	500	\$1.00	\$500.00	\$1.00	\$500.00
3	Re-Alignment of Existing Guardrail	LF	500	\$15.00	\$7,500.00	\$7.27	\$3,635.00
4	Removal & Disposal of Existing Guardrail	LF	1000	\$5.00	\$5,000.00	\$5.00	\$5,000.00
5	<b>New Guardrail Assembly - Includes posts, offset blocks, reflectors, delineators assemblies, and all hardware.</b>						
a	Guardrail Assembly ROADWAY (W-Beam)	LF	125	\$32.00	\$4,000.00	\$20.00	\$2,500.00
b	Guardrail Assembly BRIDGE (W-Beam)	LF	125	\$25.00	\$3,125.00	\$22.00	\$2,750.00
c	Guardrail Assembly ROADWAY (Thrie-Beam)	LF	125	\$10.00	\$1,250.00	\$27.00	\$3,375.00
d	Guardrail Assembly BRIDGE (Thrie Beam)	LF	125	\$28.00	\$3,500.00	\$31.00	\$3,875.00
6	Guardrail Panels - Replace	LF	1500	\$20.00	\$30,000.00	\$11.00	\$16,500.00
7	Transition Panel for Thrie Beam to W-Beam	EA	4	\$10.00	\$40.00	\$75.00	\$300.00
8	Guardrail Post - Wood	EA	50	\$80.00	\$4,000.00	\$75.00	\$3,750.00
9	Guardrail Post - Steel	EA	20	\$80.00	\$1,600.00	\$75.00	\$1,500.00
10	Encased Guardrail Post	EA	5	\$5.00	\$25.00	\$75.00	\$375.00
11	Offset Blocks	EA	50	\$19.00	\$950.00	\$11.00	\$550.00
12	Special End Shoes	EA	10	\$1.00	\$10.00	\$11.00	\$110.00
13	Terminal Connector	EA	5	\$5.00	\$25.00	\$44.00	\$220.00
14	Flared End Section	EA	5	\$75.00	\$375.00	\$27.00	\$135.00
15	Half Rounded End Section	EA	5	\$99.00	\$495.00	\$65.00	\$325.00
16	Full Rounded Buffer End Section	EA	5	\$145.00	\$725.00	\$111.00	\$555.00
17	Anchor Plate Assembly	EA	5	\$1.00	\$5.00	\$3.31	\$16.55
18	Type II End Anchorage Assembly	EA	5	\$500.00	\$2,500.00	\$500.00	\$2,500.00
19	End Anchorage Assembly Type MELT	EA	10	\$75.00	\$750.00	\$100.00	\$1,000.00
20	End Anchorage Assembly Type CRT	EA	10	\$450.00	\$4,500.00	\$500.00	\$5,000.00
21	End Anchorage Assembly Type ET-200	EA	5	\$2,400.00	\$12,000.00	\$1,750.00	\$8,750.00
22	End Anchorage Assembly Type SRT 350 (8 Post system)	EA	5	\$2,195.00	\$10,975.00	\$1,965.00	\$9,825.00
23	End Anchorage Assembly Type BEST	EA	3	\$5.00	\$15.00	\$100.00	\$300.00
24	End Anchorage Assembly Type LET	EA	2	\$2,300.00	\$4,600.00	\$1,100.00	\$2,200.00
25	End Anchorage Assembly Type SKT-350	EA	2	\$2,695.00	\$5,390.00	\$1,100.00	\$2,200.00
26	End Anchorage Assembly Type FLEAT-350	EA	2	\$2,695.00	\$5,390.00	\$2,200.00	\$4,400.00



27	End Anchorage Assembly Type REGENT	EA	2	\$5.00	\$10.00	\$100.00	\$200.00
28	Bridge End Assembly	EA	2	\$2,200.00	\$4,400.00	\$2,200.00	\$4,400.00
29	Steel Anchor Post (Bridge)	EA	2	\$250.00	\$500.00	\$65.00	\$130.00
30	Concrete Anchor Post (Bridge)	EA	2	\$1,200.00	\$2,400.00	\$65.00	\$130.00
31	End Post with Special End Shoe Recess (Bridge)	EA	2	\$1.00	\$2.00	\$65.00	\$130.00
32	Special Steel Guardrail Post for Single or Double (where culverts or other str	EA	10	\$250.00	\$2,500.00	\$144.00	\$1,440.00
33	Face Guardrail	EA	5	\$1.00	\$5.00	\$3.31	\$16.55
34	Reflectors	EA	500	\$20.00	\$10,000.00	\$5.27	\$2,635.00
35	6" Linear Reflective System	EA	300	\$5.00	\$1,500.00	\$3.31	\$993.00
36	8" Linear Reflective System	EA	300	\$25.00	\$7,500.00	\$3.31	\$993.00
37	Brackets for Linear Reflective System	EA	600	\$1.00	\$600.00	\$3.31	\$1,986.00
38	Aluminum Pipe Guiderail (Handrail)	LF	400	\$48.00	\$19,200.00	\$44.00	\$17,600.00
39	Aluminum Pedestrian/Bicycle Railing with Type 1 – Picket Infill Panel	LF	200	\$75.00	\$15,000.00	\$65.00	\$13,000.00
40	Aluminum Pedestrian/Bicycle Railing with Type 2 – Chain-Link (Continuous	LF	200	\$125.00	\$25,000.00	\$65.00	\$13,000.00
41	Aluminum Pedestrian/Bicycle Railing with Type 3 – Sunshine Infill Panel	LF	200	\$199.00	\$39,800.00	\$133.00	\$26,600.00
42	Miscellaneous Asphalt Paving – Cold Patch	SY	200	\$30.00	\$6,000.00	\$27.00	\$5,400.00
43	Miscellaneous Asphalt Paving – Hot Patch	SY	100	\$75.00	\$7,500.00	\$44.00	\$4,400.00
44	Miscellaneous Concrete Paving	SY	200	\$40.00	\$8,000.00	\$31.00	\$6,200.00
45	Shop Bent Radius	LF	200	\$14.00	\$2,800.00	\$15.00	\$3,000.00
46	Miscellaneous Sod Installation	SY	80	\$5.00	\$400.00	\$3.31	\$264.80
47	Guardrail Repair Beam 12.5'	EA	200	\$300.00	\$60,000.00	\$195.00	\$39,000.00
48	Guardrail Repair Beam 25'	EA	200	\$450.00	\$90,000.00	\$331.00	\$66,200.00
49	ET 2000 Extruder Head	EA	4	\$900.00	\$3,600.00	\$500.00	\$2,000.00
50	CRT Break-Away Post	EA	10	\$80.00	\$800.00	\$65.00	\$650.00
51	Cable Box	EA	10	\$75.00	\$750.00	\$27.00	\$270.00
52	SRT 50 Slot Guard	EA	5	\$30.00	\$150.00	\$29.00	\$145.00
53	Concrete Footer	LF	100	\$30.00	\$3,000.00	\$31.00	\$3,100.00
54	Shoulder Re-Work	SY	200	\$5.00	\$1,000.00	\$7.27	\$1,454.00
<b>Total Extended Price In Numbers:</b>				\$423,662.00		\$299,683.90	
Item	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price
<b>*Emergency Response Per Call:</b>		EA	4	\$500.00	\$2,000.00	\$1,000.00	\$4,000.00

# BID TABULATION FORM

Bid 16/17-27

Date: June 20, 2017

Proj: Guardrail Repair, Installation and Replacement

Time Open: 1:08

Ad: Clay Today, May 25, 2017

Time Close: 1:18

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	W9	Insurance	Total Amount
1	Central Florida Street Signs	✓	✓	✓	\$ 299,683.90
2	Grading & Bush Hog Services	✓	✓	✓	\$ 423,662.00
3	Stembridge Custom Metal				no bid
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Staff Assigned to tabulate bids and make recommendations:

Michael Fleming  
Name

Deputy Director Technical Services  
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)

Donna Fish  
Clerk  
Donna Fish  
Department Representative



## Bid #16/17-27, Guardrail Repair, Installation, and Replacement

Submit in Triplicate, along with Certificate of Insurance and W-9 Form

Item	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	Resetting Guardrail	LF	200	10.00	2,000.00
2.	Resetting Guardrail - Double Face	LF	500	1.00	500.00
3.	Re-Alignment of Existing Guardrail	LF	500	15.00	7,500.00
4.	Removal & Disposal of Existing Guardrail	LF	1000	5.00	5,000.00
5.	New Guardrail Assembly - Includes posts, offset blocks, reflectors, delineators assemblies, and all hardware.				
a.	Guardrail Assembly ROADWAY (W-Beam)	LF	125	32.00	4,000.00
b.	Guardrail Assembly BRIDGE (W-Beam)	LF	125	25.00	3,125.00
c.	Guardrail Assembly ROADWAY (Thrie Beam)	LF	125	10.00	1,250.00
d.	Guardrail Assembly BRIDGE (Thrie Beam)	LF	125	28.00	3,500.00
6.	Guardrail Panels - Replace	LF	1500	20.00	30,000.00
7.	Transition Panel for Thrie Beam to W-Beam	EA	4	10.00	40.00
8.	Guardrail Post - Wood	EA	50	80.00	4,000.00
9.	Guardrail Post - Steel	EA	20	80.00	1,600.00
10.	Encased Guardrail Post	EA	5	5.00	25.00
11.	Offset Blocks	EA	50	19.00	950.00
12.	Special End Shoes	EA	10	1.00	10.00
13.	Terminal Connector	EA	5	5.00	25.00
14.	Flared End Section	EA	5	75.00	375.00
15.	Half Rounded End Section	EA	5	99.00	495.00
16.	Full Rounded Buffer End Section	EA	5	145.00	725.00
17.	Anchor Plate Assembly	EA	5	1.00	5.00
18.	Type II End Anchorage Assembly	EA	5	500.00	2,500.00
19.	End Anchorage Assembly Type MELT	EA	10	75.00	750.00
20.	End Anchorage Assembly Type CRT	EA	10	450.00	4,500.00
21.	End Anchorage Assembly Type ET-200	EA	5	2400.00	12,000.00

22.	End Anchorage Assembly Type SRT 350 (8 Post system)	EA	5	2195.00	10,975.00
23.	End Anchorage Assembly Type BEST	EA	3	5.00	15.00
24.	End Anchorage Assembly Type LET	EA	2	2300.00	4,600.00
25.	End Anchorage Assembly Type SKT-350	EA	2	2695.00	5,390.00
26.	End Anchorage Assembly Type FLEAT-350	EA	2	2695.00	5,390.00
27.	End Anchorage Assembly Type REGENT	EA	2	5.00	10.00
28.	Bridge End Assembly	EA	2	2200.00	4,400.00
29.	Steel Anchor Post (Bridge)	EA	2	250.00	500.00
30.	Concrete Anchor Post (Bridge)	EA	2	1200.00	2,400.00
31.	End Post with Special End Shoe Recess (Bridge)	EA	2	1.00	2.00
32.	Special Steel Guardrail Post for Single or Double (where culverts or other structures preclude normal installation)	EA	10	250.00	2,500.00
33.	Face Guardrail	EA	5	1.00	5.00
34.	Reflectors	EA	500	20.00	10,000.00
35.	6" Linear Reflective System	EA	300	5.00	1,500.00
36.	8" Linear Reflective System	EA	300	25.00	7,500.00
37.	Brackets for Linear Reflective System	EA	600	1.00	600.00
38.	Aluminum Pipe Guiderail (Handrail)	LF	400	48.00	19,200.00
39.	Aluminum Pedestrian/Bicycle Railing with Type 1 – Picket Infill Panel	LF	200	75.00	15,000.00
40.	Aluminum Pedestrian/Bicycle Railing with Type 2 – Chain-Link (Continuous Infill)	LF	200	125.00	25,000.00
41.	Aluminum Pedestrian/Bicycle Railing with Type 3 – Sunshine Infill Panel	LF	200	199.00	39,800.00
42.	Miscellaneous Asphalt Paving – Cold Patch	SY	200	30.00	6,000.00
43.	Miscellaneous Asphalt Paving – Hot Patch	SY	100	75.00	7,500.00
44.	Miscellaneous Concrete Paving	SY	200	40.00	8,000.00
45.	Shop Bent Radius	LF	200	14.00	2,800.00
46.	Miscellaneous Sod Installation	SY	80	5.00	400.00
47.	Guardrail Repair Beam 12.5'	EA	200	300.00	60,000.00
48.	Guardrail Repair Beam 25'	EA	200	450.00	90,000.00
49.	ET 2000 Extruder Head	EA	4	900.00	3,600.00
50.	CRT Break-Away Post	EA	10	80.00	800.00

51.	Cable Box	EA	10	75.00	750.00
52.	SRT 50 Slot Guard	EA	5	30.00	150.00
53.	Concrete Footer	LF	100	30.00	3,000.00
54.	Shoulder Re-Work	SY	200	5.00	1,000.00

**Total Extended Price In Numbers:** \$ 423,662.00 ✓

Four hundred twenty three thousand six hundred

**Total Extended Price Handwritten:** sixty two dollars and no cents

Item	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
*Emergency Response Per Call:		EA	4	500.00	2,000.00

\*Not considered in basis of award

	Name	Title	Telephone Number	Email
<b>Emergency Response Contact Person</b>	Scott Griffin	President	904-219-6326	gbhsinc@bellsouth.net

COMPANY NAME: Grading & Bush Hog Services, Inc.

**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

**CORPORATE DETAILS**

COMPANY NAME: Grading & Bush Hog Services, Inc.

ADDRESS: PO Box 844

Middleburg, FL 32050-0844

TELEPHONE: 904-276-3314

FAX #: 904-276-0216

E-MAIL: gbhsinc@bellsouth.net

Name of Person submitting Bid: Scott Griffin

Title: President

Signature: 

Date: June 14, 2017

Area Representative Contact Information: 904-219-6326

**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 #16/17-27, Guardrail Repair, Installation, and Replacement

Submit in Triplicate, along with Certificate of Insurance and W-9 Form

Item	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	Resetting Guardrail	LF	200	11.00	2200.00
2.	Resetting Guardrail - Double Face	LF	500	1.00	500
3.	Re-Alignment of Existing Guardrail	LF	500	7.27	3635.00
4.	Removal & Disposal of Existing Guardrail	LF	1000	5.00	5000.00
5.	New Guardrail Assembly - Includes posts, offset blocks, reflectors, delineators assemblies, and all hardware.				
a.	Guardrail Assembly ROADWAY (W-Beam)	LF	125	20.00	2500.00
b.	Guardrail Assembly BRIDGE (W-Beam)	LF	125	22.00	2750.00
c.	Guardrail Assembly ROADWAY (Thrie Beam)	LF	125	27.00	3375.00
d.	Guardrail Assembly BRIDGE (Thrie Beam)	LF	125	31.00	3875.00
6.	Guardrail Panels - Replace	LF	1500	11.00	16,500.00
7.	Transition Panel for Thrie Beam to W-Beam	EA	4	75.00	300.00
8.	Guardrail Post - Wood	EA	50	75.00	3750.00
9.	Guardrail Post - Steel	EA	20	75.00	1,500.00
10.	Encased Guardrail Post	EA	5	75.00	375.00
11.	Offset Blocks	EA	50	11.00	550.00
12.	Special End Shoes	EA	10	11.00	110.00
13.	Terminal Connector	EA	5	44.00	220.00
14.	Flared End Section	EA	5	27.00	135.00
15.	Half Rounded End Section	EA	5	65.00	325.00
16.	Full Rounded Buffer End Section	EA	5	111.00	555.00
17.	Anchor Plate Assembly	EA	5	2.31	16.55
18.	Type II End Anchorage Assembly	EA	5	500.00	2500.00
19.	End Anchorage Assembly Type MELT	EA	10	100.00	1,000.00
20.	End Anchorage Assembly Type CRT	EA	10	500.00	5,000.00
21.	End Anchorage Assembly Type ET-200	EA	5	1750.00	8,750.00



22.	End Anchorage Assembly Type SRT 350 (8 Post system)	EA	5	1965.00	9825.00
23.	End Anchorage Assembly Type BEST	EA	3	100.00	300.00
24.	End Anchorage Assembly Type LET	EA	2	1100.00	2200.00
25.	End Anchorage Assembly Type SKT-350	EA	2	1100.00	2200.00
26.	End Anchorage Assembly Type FLEAT-350	EA	2	2200.00	4400.00
27.	End Anchorage Assembly Type REGENT	EA	2	100.00	200.00
28.	Bridge End Assembly	EA	2	2200.00	2200.00
29.	Steel Anchor Post (Bridge)	EA	2	65.00	130.00
30.	Concrete Anchor Post (Bridge)	EA	2	65.00	130.00
31.	End Post with Special End Shoe Recess (Bridge)	EA	2	65.00	130.00
32.	Special Steel Guardrail Post for Single or Double (where culverts or other structures preclude normal installation)	EA	10	144.00	1440.00
33.	Face Guardrail	EA	5	3.31	16.55
34.	Reflectors	EA	500	5.27	2635.00
35.	6" Linear Reflective System	EA	300	3.31	993.00
36.	8" Linear Reflective System	EA	300	3.31	993.00
37.	Brackets for Linear Reflective System	EA	600	3.31	1986.00
38.	Aluminum Pipe Guiderail (Handrail)	LF	400	44.00	17,600.00
39.	Aluminum Pedestrian/Bicycle Railing with Type 1 – Picket Infill Panel	LF	200	65.00	13,000.00
40.	Aluminum Pedestrian/Bicycle Railing with Type 2 – Chain-Link (Continuous Infill)	LF	200	65.00	13,000.00
41.	Aluminum Pedestrian/Bicycle Railing with Type 3 – Sunshine Infill Panel	LF	200	133.00	26,600.00
42.	Miscellaneous Asphalt Paving – Cold Patch	SY	200	27.00	5400.00
43.	Miscellaneous Asphalt Paving – Hot Patch	SY	100	44.00	4400.00
44.	Miscellaneous Concrete Paving	SY	200	31.00	6200.00
45.	Shop Bent Radius	LF	200	15.00	3000.00
46.	Miscellaneous Sod Installation	SY	80	3.31	264.80
47.	Guardrail Repair Beam 12.5'	EA	200	195.00	39,000.00
48.	Guardrail Repair Beam 25'	EA	200	331.00	66,200.00
49.	ET 2000 Extruder Head	EA	4	500.00	2,000.00
50.	CRT Break-Away Post	EA	10	65.00	650.00



51.	Cable Box	EA	10	27.00	270.00
52.	SRT 50 Slot Guard	EA	5	29.00	145.00
53.	Concrete Footer	LF	100	31.00	3100.00
54.	Shoulder Re-Work	SY	200	7.27	1454.00
Total Extended Price In Numbers:					\$ 299,683.90
Total Extended Price Handwritten: Two hundred ninety nine thousand six hundred eighty three dollars and ninety cents					
Item	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
*Emergency Response Per Call:		EA	4	1,000.00	4,000.00


\*Not considered in basis of award

	Name	Title	Telephone Number	Email
Emergency Response Contact Person	Michael Goff	PROJ. MGR.	(321) 914-8434	MGOFF@GOFFSTREETSIGNS.COM

COMPANY NAME: Central Florida Street Signs, Inc

**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

**CORPORATE DETAILS**

COMPANY NAME: Central Florida Street Signs, Inc  
ADDRESS: 1189 N. US 1, Unit F  
Ormond Beach, FL 32174  
  
TELEPHONE: 321-914-8434  
FAX #: 386-673-4731  
E-MAIL: MGOFF@GOFFSTREETSIGNS.COM  
  
Name of Person submitting Bid: Michael Goff  
Title: Project Manager/SR Estimator  
Signature:   
Date: JUNE 17, 2017  
  
Area Representative Contact Information: Michael Goff  
321-914-8434

**ADDENDA ACKNOWLEDGMENT:**

Bidder acknowledges receipt of the following addendum:

Addendum No. _____	Date: _____	Acknowledged by: _____
Addendum No. _____	Date: <u>N/A</u>	Acknowledged by: _____
Addendum No. _____	Date: _____	Acknowledged by: _____

**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**  
**(As Provided by the Public Works Department)**

**A. SCOPE OF CONSTRUCTION**

- A.1.** Clay County is soliciting bids to furnish all labor, materials, equipment, maintenance of traffic, and any other items including written logs, load tickets, and laboratory testing essential for guardrail repair, installation and replacement on a continual basis.
- A.2.** All guardrail repair, installation and replacement shall be in accordance with all specifications and requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the Florida Department of Transportation Design Standards for Construction Operations on the State Highway System, latest edition and any supplements or changes.
- A.3.** The bid shall remain in effect for a period of twenty-four (24) months from the date of award by the Clay County Board of County Commissioners. The County shall have the option to renew this solicitation for an additional (2) two (12) month periods.

**B. CONTRACTOR QUALIFICATIONS AND REQUIREMENTS**

- B.1.** Contractor must either possess or have full access to the appropriate personnel and equipment to complete the projects.
- B.2.** Contractor must provide three (3) references and a list of equipment and personnel utilizing the appropriate attached forms.
- B.3.** The County reserves the right to approve all subcontractors for this contract. If Subcontractors are to be utilized the Sub-Contractor must either possess or have full access to the appropriate equipment to complete the project.
- B.4.** The Sub-Contractors name, contact information, description of work performed, three (3) references, list of equipment, personnel, and percentage of work performed must be included by utilizing the appropriate attached forms provided within this bid. Responsibility for the performance of the contract remains with the main contractor exclusively.
- B.5.** Subcontractors may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from Clay County, and only for reasonable cause, as judged by the County.
- B.6.** The submission of a responsive bid shall be deemed to be the bidder's guarantee that all quantities will be supplied in response to orders. The bidder will be responsible and liable to the County for costs incurred by the County to procure material/services from alternate sources in the event the bidder fails to supply a particular quantity ordered.

### **C. SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR**

- C.1.** The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the County in every way possible. The Contractor shall at all times have a competent superintendent, capable of reading and thoroughly understanding drawings and specifications, as their agent on the work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the work.
- C.2.** Such superintendent shall be furnished irrespective of the amount of work sublet. The Contractor shall be solely and wholly responsible for delivering the completed work in a good and workmanlike condition and for the good condition of the work and materials until final acceptance and their formal release from their obligations. The Contractor shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature.
- C.3.** The Contractor shall provide and maintain at their own expense, in a sanitary condition when necessary, such accommodations for the use of their employees as are necessary to comply with the requirements and regulations of the State Department of Health & Rehabilitative Services or the County Health Department. They shall commit no public nuisance. Sanitary facilities shall be at least 500 feet from the nearest water well. Privies shall have incorporated metal containers which shall be tightly closed and all waste shall be transported away from the site of the work and disposed of properly.
- C.4.** Any instructions, directions or orders from the County shall be given to the Contractor through Clay County Designated Representative.

### **D. METHOD**

- D.1.** A written work/service request will be requested electronically (fax/email) to the Contractor by the Clay County Designated Representative. Included in this request shall be the location and meeting time of the Contractor and the Clay County Designated Representative.
- D.2.** The Contractor and the Clay County Designated Representative shall meet to discuss the method and specifications for repairs, replacement, or installation needed at each particular site.
- D.3.** The Contractor shall then send the Clay County Designated Representative an estimate for repairs, replacement, or installation with a work schedule for approval by the Clay County Designated Representative.
- D.4.** At no time shall the Contractor start any work prior to a written or verbal authorization to proceed and a Clay County Purchase Order Number.
- D.5.** Routine repairs must be completed within fourteen (14) days from notice to proceed. Any request variance must be approved by the Clay County Designated Representative.

**E. OBSERVATION and QUALITY CONTROL OF THE WORK**

- E.1.** The Clay County Designated Representative shall have free access to the materials and the work at all times for measuring or observing the same, and the Contractor shall afford the County all necessary facilities and assistance for so doing. The County will conduct quality control checks to verify the quality assurance testing provided by the Contractor in accordance with the approved method of construction.
- E.2.** All workmanship and materials shall be guaranteed for a period of two years after date of acceptance by Clay County. The Contractor **shall pay for all testing if required.**

**F. EXAMINATION OF THE WORK**

- F.1.** The Clay County Designated Representative shall be the only employee with authorization to inspect and accept or order the Contractor in the fulfillment of the Contractor's obligation.

**G. PROTECTION OF WORK AND PROPERTY**

- G.1.** From the start of the work until the completion and acceptance of the work, the Contractor shall be solely responsible for the work covered by this Contract and for the materials delivered at the site intended to be used in the work and all injury or damage done to the same from whatever cause as well as any damage done by them, their agents, employees and for subcontractors in the performance of the work, shall be made good by the Contractor at their own expense before the final payment is made.
- G.2.** The Contractor shall be responsible for the preservation of all trees and not to intrude or disturb the wetlands (observe wetlands line) along and adjacent to the work and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall not willfully or maliciously injure or destroy trees or shrubs, and the Contractor shall not remove or cut them without proper authorization from the County. Any limbs or branches of trees broken during such operations shall be trimmed with a clean cut and painted with an approved tree-healing compound. The Contractor will be liable for all damages or at the option of the County may be required to replace or restore at their own expense, all vegetation not protected and preserved that may be destroyed or damaged.
- G.3.** The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for all work in progress, as well as for completed work.
- G.4.** The Contractor shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling any sewage, seepage, storm, surface and flood flows, which may be encountered at any time during the construction of the work. The manner providing for these occurrences shall meet with the approval of the County, and the entire cost of said work shall be considered as having been included

in the unit prices submitted for the several items of the work to be done under this Contract.

#### **H. THE OWNER'S RIGHT TO DO WORK**

- H.1.** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the County, after three days' written notice to the Contractor may, without prejudice to any other remedy the Contractor may have, makes good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

#### **I. SUSPENSION OF WORK**

- I.1.** The County shall have the right to suspend the whole or any part of the work, when, in the opinion of the County, the Contractor is not doing the work in accordance with the provisions of the Contract and specifications.

#### **J. DEFECTIVE WORK OR MATERIALS**

- J.1.** If at any time, any materials or workmanship should be discovered which do not comply with the plans, specifications drawings, such defective work and/or material shall immediately be removed or corrected by the Contractor when notified to do so by the County, and such defects shall be replaced or corrected at the Contractor's expense. Any work or materials condemned by the County as unsuitable or improperly done shall be removed and repaired or otherwise remedied, as the County may require.
- J.2.** If the Contractor shall neglect or refuse to remove or replace defective work or materials within three (3) days from the date of the notice from the County Designated Representative to do so, then the County shall remove or cause the same to be removed and satisfactorily replaced by Contractor or otherwise, as they may deem expedient, and they may and are empowered, to charge the expense thereof to the Contractor.
- J.3.** The expense so charged will be deducted from the Contractors invoice and paid by the County out of such monies as are or may become due under this agreement, or if such monies are not sufficient to meet said expense, the Contractor shall furnish the additional monies.

#### **K. PRICES**

- K.1.** The County will pay, and the Contractor shall receive, the prices stipulated in the proposal herein contained or hereto annexed, as full compensation for furnishing all the equipment and materials, and performing all the labor that may be necessary in the prosecution of the work required to provide the complete facility as defined in this Contract.

## **L. PAYMENTS WITHHELD**

**L.1.** The County may withhold whole or partial payment on account of the following reasons:

1. Defective work not remedied.
2. Abandonment of Work.
3. Failure of the Contractor to make payments promptly to subcontractors, or for material, labor or equipment.
4. A reasonable doubt that the Contract can be completed.
5. Damage to another Contractor.
6. Failure of Contractor to clean-up or restore the project site or rights-of-way.
7. Insolvency of Contractor.
8. Manifest intent of Contractor not to proceed diligently or to complete this Contract.

\*When the above grounds are removed, payment shall be made for amounts withheld.

## **M. FINAL APPROVAL AND ACCEPTANCE OF THE WORK**

- M.1.** Following the completion of each guardrail repair, installation and/or replacement the Clay County Designated Representative will review the work and will make a final estimate of the amount and value of work done by the Contractor. If the said work appears to be satisfactory and appears to be done in accordance with the provisions and terms of the Clay County Designated Representative, the County, upon notice of completion from The Clay County Designated Representative, and after receiving a proper final invoice, will pay to the Contractor the full value of the work done under this contract less any amounts previously paid, and the County will certify the work as completed and accept it.
- M.2.** Payment will be made in accord with the Local Government Prompt Payment Act. Said acceptance will, however, be in all events conditional upon the subsequent remedying by the Contractor of defects in workmanship or materials which may become apparent within a period of two (2) years (or a longer period as required elsewhere in the Contract Documents) following the date of acceptance as herein required.
- M.3.** In the event the County refuses or declines to certify the work as completed and accepted and make final payment therefore within forty-five (45) days after notice and certification, the County shall immediately set forth in writing to the Contractor the reasons for such non-acceptance of the work. After all valid reasons for non-acceptance have been removed; the County shall execute the final certificate of completion and acceptance and shall make final payment. The certification of completion and acceptance of the work will be a prerequisite to final payment hereunder.
- M.4.** All prior estimates and payments, including those relating to extra work, shall be subject to correction or adjustment by the final cost estimate. Such final payment, however, shall not serve as a release of the Contractor or of their Sureties from the previously required guarantee against defects in Contract performance for a period of two (2) years following the date of acceptance of the work by the County.

## **SPECIAL CONDITIONS**

### **A. GENERAL**

A.1. This Section amends, enhances or otherwise revises the above specifications

### **B. RESTORATION**

B.1. Payment for restoration shall be covered under the applicable restoration pay items as specified in the proposal. If specific restoration pay item is not listed in the proposal, the cost of such work shall be included in the applicable pay item unless otherwise provided under separate restoration section or pay quantity of these Specifications.

### **C. PROTECTION OF EXISTING CURB**

C.1. The Contractor shall use special care not to damage existing curb to remain within the construction limits. Any damage due to activities attributable to the Contractor shall be completely replaced at the Contractor's expense.

### **D. VIDEO and PHOTOGRAPHS**

D.1. A pre-construction photo or video of each site shall be provided to the County. Photo/video shall be taken within 30 days before commencement of construction. Photo/video shall include shoulders, ditches, curbing, brush, grass, wetland areas, driveways, easements, right of ways, and residences.

### **E. SUBMITTALS**

E.1. All Contractor submittals (including Pay Requests and Requests for information) shall be sent to the Clay County Designated Representative for review.

### **F. HOURS OF WORK**

F.1. Hours of work shall be 7 a.m. until 4:30 p.m., Monday through Friday.

After hour and weekend work will be authorized by the Clay County Designated Representative after written notice of request from the Contractor.

### **J. EMERGENCY SERVICE/REPAIRS**

J.1. The Contractor shall provide 24 hours, seven (7) days a week emergency service to Clay County under this Contract. During regular work hours (Monday through Friday, 7:00 am to 4:30 pm), emergency services response time (defined as the time from acknowledged notification to arrival on-site) shall be within 24 hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within 24 hours after notification by the County.



## **K. TRAFFIC CONTROL**

- K.1.** The Contractor shall maintain traffic within the limits of the project for the duration of the construction period, in accordance with the requirements of the **Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the Florida Department of Transportation Design Standards for Construction Operations on the State Highway System, latest edition and any supplements or changes except as amended herein:**
- K.2.** The local streets shall be kept open to two-way traffic for the duration of the construction period, except that one lane of traffic will be permitted provided that flagmen are used. The Contractor will not be permitted to isolate access to residences or places of business.

## **L. MATERIALS, EQUIPMENT AND LABOR**

- L.1.** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and any other facilities necessary for the proper execution and completion of the work.
- L.2.** Unless otherwise specified, all materials shall be new. The Contractor, if required, shall furnish satisfactory evidence as to the kind of and quality of materials.
- L.3.** Before any work is to begin the Contractor may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials or equipment to be used in the work, together with samples, which samples may be subject to tests provided for in these specifications to determine their quality and fitness for the work.
- L.4.** All materials and all workmanship shall be of good quality and meet specification requirements. Failure of the County or Clay County Designated Representative to request material, samples or conduct tests on the same does not relieve the Contractor of responsibility to furnish the material as specified.
- L.5.** The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner at a satisfactory rate of progress so as to insure completion by the date set forth in the Contract. The equipment used on any portion of the work shall be used in such a manner so as not to endanger the lives of the operators or others, nor cause damage to adjacent real property, roadways, structures or any other property whatsoever.

## **M. STANDARDS**

- M.1.** Wherever in these Contract Documents reference is made to any of the following or other specifications, codes, standards and requirements, by abbreviation or name, it shall be understood that the specifications, codes, standards and requirements in effect on the date of advertisement for bids shall govern.

ASTM	American Society for Testing Materials
ARRA	Asphalt Recycling and Reclaiming Association
PCA	Portland Cement Association
ASME	American Society for Mechanical Project Managers
ASA	American Standards Association
AWWA	American Water Works Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
FDOT	Florida Department of Transportation "Standard Specifications" - FDOT Standard Specifications for Road and Bridge Construction, latest edition, including all supplemental specifications, indices and other directives in effect.
FDOT	Florida Department of Transportation "Design Standards" for Design, Maintenance and Utility Operations on the State Highway System applicable sections, latest edition and any supplements or changes
FHWA	Federal Highway Administration – Full Depth Reclamation Construction Methods and Equipment
MUTCD	Manual On Uniform Traffic Control Devices

#### **N. STORAGE OF MATERIALS AND RIGHTS-OF-WAY**

- N.1. The County shall provide the land upon which the work is to be done, with right of access thereto unless otherwise specified elsewhere in the Contract Documents. The Contractor shall anticipate requirements of space and land for the erection of temporary construction facilities, office and storage of materials. Should the County decide that the site of work is insufficient for such temporary facilities; the Contractor will be required to arrange for such additional space and land as may be necessary at their expense.
  
- N.2. The Contractor shall make their own arrangements for delivery and handling of equipment and materials as the Contractor may require for the prosecution of their work. All materials required in the work may be stored on the sides of the roadway or parking area of the street in which the roadways are to be constructed, as approved by the County and/or municipality having jurisdiction, but all such materials, tools and machinery shall be neatly and compactly piled in such manner as to cause the least inconvenience to the property owners and the traffic. Material shall be stored outside of the "Clear Zone" of roadways. All fire hydrants must at all times be kept free and unobstructed. Water and gas shut-off boxes must be kept uncovered.
  
- N.3. The materials shall be stored so as to insure the preservation of the quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces and shall be placed under cover as directed. Stored materials shall be located so as to facilitate prompt inspection. Materials, tools and machinery shall not be piled or placed against shade trees unless ample protection is provided for the trees. Lawns, grass plots or other private or public property shall not be used for storage purposes without the written permission of the owner or County.

**O. TESTS**

- O.1.** Tests of material, where required by the specifications, shall be paid for by the Contractor. The selection of bureaus, laboratories, and/or agencies for the inspection and testing of supplies, materials or equipment shall be subject to the approval of the Clay County Designated Representative. Satisfactory documentary evidence that the materials have passed the required inspections and tests must be furnished to the County.

**P. MONUMENTS AND LANDMARKS**

- P.1.** Monuments or landmarks shall not be harmed or removed by the Contractor or any of their employees without written consent of the County. Any monument or landmark so removed will be replaced by the County at the expense of the Contractor.

**Q. DETOURS**

- Q.1.** Detours are not permitted. The Contractor shall schedule and arrange the work to allow access by the use of flagmen to guide traffic through construction activity areas if necessary.

**R. EXISTING UTILITIES**

- R.1.** The Contractor will be required, at their own expense, to do everything necessary to locate, protect, support, sustain and avoid conflicts with existing water, gas and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures on the site of the work. In case any of the said water, gas, and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures be damaged, they shall be repaired, but the cost thereof shall be considered as having been included in the prices stipulated for the various items of work to be done under Contract.

**S. SANITARY MEASURES**

- S.1.** Sanitary conveniences for the use of all persons employed on the work shall be provided and maintained by the Contractor in sufficient number, in such manner and in such places as shall be approved by the County. All persons connected with this work shall be obliged to use them, and any employees found violating these provisions shall be discharged and not again employed without written consent. All necessary precautions, including the care of employees and prevention of any pollution of the existing water supply shall at all times be satisfactory to the governing authorities. The Contractor shall promptly and fully comply with all orders and regulations in regard to these matters.

## **T. CLEANING UP**

- T.1.** As the work progresses, the Contractor shall remove from the site and dispose of debris and waste material. Particular attention shall be given to minimizing any fire hazard from combustibles as may be used in connection with the work.
- T.2.** On or before the date of the final estimate for the work, the Contractor shall tear down and remove all temporary structures built by the Contractor, shall remove all construction plant used by the Contractor and shall repair and replace all parts of existing embankments, fences, sidewalks, shrubbery or structures which were removed or injured by the Contractor's operations or by employees of the Contractor; shall thoroughly clean out all sewers, drains, pipes, manholes and miscellaneous structures and shall remove all rubbish and leave ground, thoroughfares, and rights-of-way in a neat and satisfactory condition.

## **U. FAILURE TO CLEAN UP**

- U.1.** Upon failure of the Contractor to keep the sites of their operations clean to the satisfaction of the County, the County may upon twenty-four (24) hours' notice to the Contractor, remove any rubbish, materials, earth, etc., which the County may deem necessary, charging the cost thereof to the Contractor and may deduct the amount from any money that may be due the Contractor.

## **V. RESTORATION OF SURFACE**

- V.1.** The Contractor shall replace all surface material and shall restore paving (unless otherwise stipulated), curbing, sidewalks, gutters, shrubbery, fences, walls, mailboxes, irrigation piping and sprinkler heads, sod and other surfaces disturbed to a condition equal to that before the work began, furnishing all labor and materials incidental thereto. In restoring paved surfaces, new pavement is required except that granite paving blocks, sound brick or asphalt paving blocks may be reused.

## Bid #16/17-27, Guardrail Repair, Installation and Replacement

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RJP Enterprises

Safety Contractors

Central Florida Street Signs

Construction Journal

Grading & Bush Hog Services

Art Walker Construction

Prime Vendor

J D Hinson Company

J B Coxwell Contracting

BGCO, Inc.

AWA Contracting Company, Inc.

Anderson Columbia

American Lighting & Signalization

Stembridge Custom Metals

## Bid #16/17-27, Guardrail Repair, Installation, and Replacement

Submit in Triplicate, along with Certificate of Insurance and W-9 Form

Item	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	Resetting Guardrail	LF	200	11.00	2200.00
2.	Resetting Guardrail - Double Face	LF	500	1.00	500
3.	Re-Alignment of Existing Guardrail	LF	500	7.27	3635.00
4.	Removal & Disposal of Existing Guardrail	LF	1000	5.00	5000.00
5.	<b>New Guardrail Assembly - Includes posts, offset blocks, reflectors, delineators assemblies, and all hardware.</b>				
a.	Guardrail Assembly ROADWAY (W-Beam)	LF	125	20.00	2500.00
b.	Guardrail Assembly BRIDGE (W-Beam)	LF	125	22.00	2750.00
c.	Guardrail Assembly ROADWAY (Thrie Beam)	LF	125	27.00	3375.00
d.	Guardrail Assembly BRIDGE (Thrie Beam)	LF	125	31.00	3875.00
6.	Guardrail Panels - Replace	LF	1500	11.00	16,500.00
7.	Transition Panel for Thrie Beam to W-Beam	EA	4	75.00	300.00
8.	Guardrail Post - Wood	EA	50	75.00	3750.00
9.	Guardrail Post - Steel	EA	20	75.00	1,500.00
10.	Encased Guardrail Post	EA	5	75.00	375.00
11.	Offset Blocks	EA	50	11.00	550.00
12.	Special End Shoes	EA	10	11.00	110.00
13.	Terminal Connector	EA	5	44.00	220.00
14.	Flared End Section	EA	5	27.00	135.00
15.	Half Rounded End Section	EA	5	65.00	325.00
16.	Full Rounded Buffer End Section	EA	5	111.00	555.00
17.	Anchor Plate Assembly	EA	5	3.31	16.55
18.	Type II End Anchorage Assembly	EA	5	500.00	2500.00
19.	End Anchorage Assembly Type MELT	EA	10	100.00	1,000.00
20.	End Anchorage Assembly Type CRT	EA	10	500.00	5,000.00
21.	End Anchorage Assembly Type ET-200	EA	5	1750.00	8,750.00



22.	End Anchorage Assembly Type SRT 350 (8 Post system)	EA	5	1965.00	9825.00
23.	End Anchorage Assembly Type BEST	EA	3	100.00	300.00
24.	End Anchorage Assembly Type LET	EA	2	1100.00	2200.00
25.	End Anchorage Assembly Type SKT-350	EA	2	1100.00	2200.00
26.	End Anchorage Assembly Type FLEAT-350	EA	2	2200.00	4400.00
27.	End Anchorage Assembly Type REGENT	EA	2	100.00	200.00
28.	Bridge End Assembly	EA	2	2200.00	2200.00
29.	Steel Anchor Post (Bridge)	EA	2	65.00	130.00
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48.	Guardrail Repair Beam 25'	EA	200	331.00	66,200.00
49.	ET 2000 Extruder Head	EA	4	500.00	2,000.00
50.	CRT Break-Away Post	EA	10	65.00	650.00

51.	Cable Box	EA	10	27.00	270.00
52.	SRT 50 Slot Guard	EA	5	29.00	145.00
53.	Concrete Footer	LF	100	31.00	3100.00
54.	Shoulder Re-Work	SY	200	7.27	1454.00
Total Extended Price In Numbers:				\$ 299,683.90	
Total Extended Price Handwritten: Two hundred ninety nine thousand six hundred eighty three dollars and ninety cent					
Item	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
*Emergency Response Per Call:		EA	4	1,000.00	4,000.00

\*Not considered in basis of award


	Name	Title	Telephone Number	Email
Emergency Response Contact Person	Michael Goff	PROJ. MGR.	(321) 914-8434	MGOFF @ GOFFstreetsigns.com

COMPANY NAME: Central Florida Street Signs, Inc



**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

**CORPORATE DETAILS**

COMPANY NAME: Central Florida Street Signs, Inc  
ADDRESS: 1189 N. US 1, Unit F  
Ormond Beach, FL 32174  
  
TELEPHONE: 321-914-8434  
FAX #: 386-673-4731  
E-MAIL: MGOFF@GOFFSTREETSIGNS.COM  
Name of Person submitting Bid: Michael Goff  
Title: Project Manager/SR. Estimator  
Signature:   
Date: JUNE 17, 2017  
Area Representative Contact Information: Michael Goff  
321-914-8434

**ADDENDA ACKNOWLEDGMENT:**

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: N/A Acknowledged by: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

REFERENCES:

Agency Name	Greater Orlando Aviation Authority
Address	8652 Casa Verde Rd
City, State, Zip	ORLANDO, FL 32827
Contact Person	Teresa Smith
Telephone	407-825-2196
Dates of Service	JUNE 2014 - CURRENT
Types of Service	Guardrail Maintenance Contract
Comments	HAVE had maintenance contract 3 years now.
Agency Name	Sumter County
Address	
City, State, Zip	
Contact Person	Jackie J
Telephone	352-689-6700
Dates of Service	2014 to present
Types of Service	Guardrail Maintenance
Comments	Guardrail repairs, maintenance - 3 years
Agency Name	DBI Services
Address	
City, State, Zip	
Contact Person	Terry Crisp
Telephone	407-483-5551
Dates of Service	2000 to present
Types of Service	Guardrail repairs, sign
Comments	worked with DBI doing Repairs and supplying for their asset mgmt program - 5 years

**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

**Contractor's List of Equipment:**

Type of Equipment	Make, Model, & Year	GVWR	Dump Bed Capacity	Quantity	Condition
Truck	Ford F350 2005	10,000	N	1	
Truck	Ford Ranger 2008	10,000	N		
Truck	Ford Ranger 2008	10,000	N		
Trailer	16' Quality 2010	10,000	N		
Trailer	20' Quality 2005	10,000	N		

**Contractor's List of Personnel:**

Title of Employee	Employee Responsibility
Michael Goff	Project Manager
Adam Goff	Laborer
Derek Chapman	Foreman
Michael Robins	Laborer
Kevin Robins	Laborer

**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

**Subcontractor: (Names, Contact Information, and References must be provided)**

Subcontractor's Name:

Central Florida Street Signs Inc

Contact Information:

Michael Goff 321-914-8434

Portion of Work (Percentage):

100%

Work to be provided by subcontractor:

Guardrail Repairs



**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

Subcontractor's List of Equipment:

Type of Equipment	Make, Model, & Year	GVWR	Dump Bed Capacity	Quantity	Condition

Please complete a separate sheet for each Subcontractor if using multiple Subcontractors.

Subcontractor's List of Personnel:

Title of Employee	Employee Responsibility

Please complete a separate sheet for each Subcontractor if using multiple Subcontractors.

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

- (1) The prospective Vendor, Central Florida Street Signs, 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:

Central Florida Street Signs

By:   
Signature

Michael Goff, Project Manager  
Name and Title

1189 N. US 1, Unit F  
Street Address

Ormond Beach, FL 32174  
City, State, Zip

June 17, 2017  
Date



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. 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.  
Central Florida Street Signs 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) ▶  
☐ Other (see instructions) ▶  
☐ C Corporation  
☒ S Corporation  
☐ Partnership  
☐ Trust/estate  
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
1189 N. US 1, Unit F

6 City, state, and ZIP code  
Ormond Beach, FL 32174

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  
59 - 2689221

**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 ▶ [Signature]  
Date ▶ 6/17/2017

## 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](http://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.



CENTR30

OP ID: BV

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/19/2017

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

<b>PRODUCER</b> Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 House		<b>386-252-9601</b>	<b>CONTACT NAME:</b> ROSE M YOUNG <b>PHONE (A/C, No, Ext):</b> 386-252-9601 <b>FAX (A/C, No):</b> 386-239-5729 <b>E-MAIL ADDRESS:</b> RYOUNG@BBDAYTONA.COM
<b>INSURED</b> CENTRAL FLORIDA STREET SIGNS, INC; MIKE GOFF 1189 N. US1, UNIT F ORMOND BEACH, FL 32174		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Arch Specialty Insurance <b>INSURER B:</b> Westfield Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> <b>21199</b> <b>24112</b>	

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			AGL001338703	05/23/2017	05/23/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CWP1699478	07/03/2017	07/03/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

CENTFS2

CENTRAL FLORIDA STREET  
SIGNS INC  
1189 N US1 UNIT F  
ORMOND BEACH, FL 32174

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

Rose Beach



"NO BID" STATEMENT

**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

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

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

☐ Specifications are too restrictive (please explain below or attach separately)

☐ Unable to meet specifications

☒ Specifications were unclear (please explain below or attach separately)

☒ Insufficient time to respond

☐ We do not offer this product or service

☐ Our schedule would not permit us to perform at this time

☐ Unable to meet bond requirements

☐ Other (please explain below or attach separately)

Remarks:

\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Signature: \_\_\_\_\_ Fax #: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Zip: \_\_\_\_\_

Scrutinized Companies Certification  
[Clay County Bid #16/17-27, Guardrail Repair, Installation, and Replacement]

Name of Company:<sup>1</sup> Central Florida Street Signs

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:

Central Florida Street Signs

(Seal)

By:

  
Michael D Gorr

Its \_\_\_\_\_

<sup>1</sup> "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.

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

**REQUEST FOR BIDS**

**Bid No. 16/17-27, GUARDRAIL REPAIR,  
INSTALLATION, AND REPLACEMENT**

**DUE DATE: Monday June 19, 2017- 4:00 pm**  
**OPEN DATE: Tuesday, June 20, 2017 -1:00 pm**



**Issued By:**  
**Clay County Board of County Commissioners**  
**Purchasing Division**

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Attachment:  
W-9 Form



## REQUEST FOR BID

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, June 19, 2017, at the Clay County Administration Building, 4th floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

### **BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

Bids will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, June 20, 2017 in the Clay County Administration Building, Conference Room "B", fourth floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Bids will be read aloud and preserved in the custody of the Purchasing Department for later examination for conformance to specifications and tabulated. The Finance and Audit Committee of the Board will present its recommendations to the Board of County Commissioners as soon thereafter as possible.

Bids will not be valid unless received by the proposal deadline and in a sealed envelope marked: **"BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT"** to be received until 4:00 P.M., Monday, June 19, 2017. Envelopes are to be sent or delivered in person to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Division, Donna Fish by email [donna.fish@claycountygov.com](mailto:donna.fish@claycountygov.com) or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

**FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids> THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [www.claycountygov.com](http://www.claycountygov.com) BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.**

**PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE, A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.**

**IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

-----END OF NOTICE-----

**BID ADVERTISEMENTS SCHEDULE**

**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

(CLAY TODAY) For publication on: May 25, 2017

(CLAY COUNTY WEBSITE) For: May 25, 2017

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners  
**Purchasing Department**  
477 Houston Street  
Green Cove Springs, Florida 32043  
ATTENTION: Donna Fish



S. C. Kopelousos  
County Manager



## **REQUEST FOR BID INSTRUCTIONS**

### **BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

1. **Delivery and Receipt of Bids:** All sealed Bids submitted shall be received by the Purchasing Division of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building  
Fourth Floor, Reception Area  
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the bid must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words **“BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT”** shall be clearly marked on the front and back of the envelope containing the Bid.

2. **Due Date and Opening Date:** Bids will be received by carrier or in person until Monday, June 19, 2017 at 4:00 p.m. and will be opened on Tuesday, June 20, 2017 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room “B”, Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
  - A. All Bids will be “clocked” at the time they are received to indicate the time and date of receipt.
  - B. Bids WILL NOT be accepted in person after the time and date specified.
  - C. Bids received by mail WILL NOT be accepted if they are received after the time and date specified regardless of the postmark or circumstances.
  - D. No postal mail will be accepted.
3. **Withdrawal of Bid:** Bids may be withdrawn by a written or faxed request by the Bidder and received by the Manager of the Purchasing Division before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid is not grounds for withdrawal or modification of a Bid after such Bid has been opened by the County. Bidders may not withdraw or modify a Bid after the appointed Bid Opening, and Bids will be in force for a minimum of thirty (30) days after the Bid Opening. Bidders may not assign or otherwise transfer their Bids.
4. **Inquiries/Questions:** Any questions regarding this Bid must be directed to **Donna Fish** (the authorized contact person) via email at [donna.fish@claycountygov.com](mailto:donna.fish@claycountygov.com) (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **June 12, 2017**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.



5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders. The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive informalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
8. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
9. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
10. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
11. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the

Bidder by the Bid or Contract documents.

12. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Division a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8. (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing policy may be viewed at the County's website by following the appropriate links from the Homepage.
13. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Proposal or Reply - Bidder attests that they have not been placed on the Convicted Vendor List".
14. **Debarment:** By submitting a Bid, Proposal or Reply, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
15. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company 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. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a

copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

18. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

19. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Division with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/ property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

- d. Professional Liability when required by Contract-per occurrence      \$ 1,000,000

The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County 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 Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

20. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000<sup>00</sup> or less. Prior to commencement of a project exceeding \$200,000<sup>00</sup>, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Division, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
21. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
22. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: [http://www.dot.state.fl.us/cc-admin/PreQual\\_Info/prequalified.shtm](http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm). Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 23. **Subcontractors:** The County reserves the right to approve all subcontractors for this Contract. If subcontractors are to be utilized, their names and references must be included by completing the Subcontractor form if provided within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively.

After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

- 24. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Division. To be given

consideration, such requests must be received no later than **June 12, 2017.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, or by completion of the applicable information on the Addendum and submitting it with their Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

25. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, with their proposal the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.
26. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES:** At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.
27. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
28. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**  
**(As Provided by the Public Works Department)**

**A. SCOPE OF CONSTRUCTION**

- A.1.** Clay County is soliciting bids to furnish all labor, materials, equipment, maintenance of traffic, and any other items including written logs, load tickets, and laboratory testing essential for guardrail repair, installation and replacement on a continual basis.
- A.2.** All guardrail repair, installation and replacement shall be in accordance with all specifications and requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the Florida Department of Transportation Design Standards for Construction Operations on the State Highway System, latest edition and any supplements or changes.
- A.3.** The bid shall remain in effect for a period of twenty-four (24) months from the date of award by the Clay County Board of County Commissioners. The County shall have the option to renew this solicitation for an additional (2) two (12) month periods.

**B. CONTRACTOR QUALIFICATIONS AND REQUIREMENTS**

- B.1.** Contractor must either possess or have full access to the appropriate personnel and equipment to complete the projects.
- B.2.** Contractor must provide three (3) references and a list of equipment and personnel utilizing the appropriate attached forms.
- B.3.** The County reserves the right to approve all subcontractors for this contract. If Subcontractors are to be utilized the Sub-Contractor must either possess or have full access to the appropriate equipment to complete the project.
- B.4.** The Sub-Contractors name, contact information, description of work performed, three (3) references, list of equipment, personnel, and percentage of work performed must be included by utilizing the appropriate attached forms provided within this bid. Responsibility for the performance of the contract remains with the main contractor exclusively.
- B.5.** Subcontractors may be added to this contract during the contract period only with **PRIOR WRITTEN PERMISSION** from Clay County, and only for reasonable cause, as judged by the County.
- B.6.** The submission of a responsive bid shall be deemed to be the bidder's guarantee that all quantities will be supplied in response to orders. The bidder will be responsible and liable to the County for costs incurred by the County to procure material/services from alternate sources in the event the bidder fails to supply a particular quantity ordered.

### **C. SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR**

- C.1.** The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the County in every way possible. The Contractor shall at all times have a competent superintendent, capable of reading and thoroughly understanding drawings and specifications, as their agent on the work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the work.
- C.2.** Such superintendent shall be furnished irrespective of the amount of work sublet. The Contractor shall be solely and wholly responsible for delivering the completed work in a good and workmanlike condition and for the good condition of the work and materials until final acceptance and their formal release from their obligations. The Contractor shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature.
- C.3.** The Contractor shall provide and maintain at their own expense, in a sanitary condition when necessary, such accommodations for the use of their employees as are necessary to comply with the requirements and regulations of the State Department of Health & Rehabilitative Services or the County Health Department. They shall commit no public nuisance. Sanitary facilities shall be at least 500 feet from the nearest water well. Privies shall have incorporated metal containers which shall be tightly closed and all waste shall be transported away from the site of the work and disposed of properly.
- C.4.** Any instructions, directions or orders from the County shall be given to the Contractor through Clay County Designated Representative.

### **D. METHOD**

- D.1.** A written work/service request will be requested electronically (fax/email) to the Contractor by the Clay County Designated Representative. Included in this request shall be the location and meeting time of the Contractor and the Clay County Designated Representative.
- D.2.** The Contractor and the Clay County Designated Representative shall meet to discuss the method and specifications for repairs, replacement, or installation needed at each particular site.
- D.3.** The Contractor shall then send the Clay County Designated Representative an estimate for repairs, replacement, or installation with a work schedule for approval by the Clay County Designated Representative.
- D.4.** At no time shall the Contractor start any work prior to a written or verbal authorization to proceed and a Clay County Purchase Order Number.
- D.5.** Routine repairs must be completed within fourteen (14) days from notice to proceed. Any request variance must be approved by the Clay County Designated Representative.



**E. OBSERVATION and QUALITY CONTROL OF THE WORK**

- E.1.** The Clay County Designated Representative shall have free access to the materials and the work at all times for measuring or observing the same, and the Contractor shall afford the County all necessary facilities and assistance for so doing. The County will conduct quality control checks to verify the quality assurance testing provided by the Contractor in accordance with the approved method of construction.
- E.2.** All workmanship and materials shall be guaranteed for a period of two years after date of acceptance by Clay County. The Contractor **shall pay for all testing if required.**

**F. EXAMINATION OF THE WORK**

- F.1.** The Clay County Designated Representative shall be the only employee with authorization to inspect and accept or order the Contractor in the fulfillment of the Contractor's obligation.

**G. PROTECTION OF WORK AND PROPERTY**

- G.1.** From the start of the work until the completion and acceptance of the work, the Contractor shall be solely responsible for the work covered by this Contract and for the materials delivered at the site intended to be used in the work and all injury or damage done to the same from whatever cause as well as any damage done by them, their agents, employees and for subcontractors in the performance of the work, shall be made good by the Contractor at their own expense before the final payment is made.
- G.2.** The Contractor shall be responsible for the preservation of all trees and not to intrude or disturb the wetlands (observe wetlands line) along and adjacent to the work and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall not willfully or maliciously injure or destroy trees or shrubs, and the Contractor shall not remove or cut them without proper authorization from the County. Any limbs or branches of trees broken during such operations shall be trimmed with a clean cut and painted with an approved tree-healing compound. The Contractor will be liable for all damages or at the option of the County may be required to replace or restore at their own expense, all vegetation not protected and preserved that may be destroyed or damaged.
- G.3.** The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for all work in progress, as well as for completed work.
- G.4.** The Contractor shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling any sewage, seepage, storm, surface and flood flows, which may be encountered at any time during the construction of the work. The manner providing for these occurrences shall meet with the approval of the County, and the entire cost of said work shall be considered as having been included

in the unit prices submitted for the several items of the work to be done under this Contract.

#### **H. THE OWNER'S RIGHT TO DO WORK**

**H.1.** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the County, after three days' written notice to the Contractor may, without prejudice to any other remedy the Contractor may have, makes good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

#### **I. SUSPENSION OF WORK**

**I.1.** The County shall have the right to suspend the whole or any part of the work, when, in the opinion of the County, the Contractor is not doing the work in accordance with the provisions of the Contract and specifications.

#### **J. DEFECTIVE WORK OR MATERIALS**

**J.1.** If at any time, any materials or workmanship should be discovered which do not comply with the plans, specifications drawings, such defective work and/or material shall immediately be removed or corrected by the Contractor when notified to do so by the County, and such defects shall be replaced or corrected at the Contractor's expense. Any work or materials condemned by the County as unsuitable or improperly done shall be removed and repaired or otherwise remedied, as the County may require.

**J.2.** If the Contractor shall neglect or refuse to remove or replace defective work or materials within three (3) days from the date of the notice from the County Designated Representative to do so, then the County shall remove or cause the same to be removed and satisfactorily replaced by Contractor or otherwise, as they may deem expedient, and they may and are empowered, to charge the expense thereof to the Contractor.

**J.3.** The expense so charged will be deducted from the Contractors invoice and paid by the County out of such monies as are or may become due under this agreement, or if such monies are not sufficient to meet said expense, the Contractor shall furnish the additional monies.

#### **K. PRICES**

**K.1.** The County will pay, and the Contractor shall receive, the prices stipulated in the proposal herein contained or hereto annexed, as full compensation for furnishing all the equipment and materials, and performing all the labor that may be necessary in the prosecution of the work required to provide the complete facility as defined in this Contract.

## **L. PAYMENTS WITHHELD**

**L.1.** The County may withhold whole or partial payment on account of the following reasons:

1. Defective work not remedied.
2. Abandonment of Work.
3. Failure of the Contractor to make payments promptly to subcontractors, or for material, labor or equipment.
4. A reasonable doubt that the Contract can be completed.
5. Damage to another Contractor.
6. Failure of Contractor to clean-up or restore the project site or rights-of-way.
7. Insolvency of Contractor.
8. Manifest intent of Contractor not to proceed diligently or to complete this Contract.

\*When the above grounds are removed, payment shall be made for amounts withheld.

## **M. FINAL APPROVAL AND ACCEPTANCE OF THE WORK**

- M.1.** Following the completion of each guardrail repair, installation and/or replacement the Clay County Designated Representative will review the work and will make a final estimate of the amount and value of work done by the Contractor. If the said work appears to be satisfactory and appears to be done in accordance with the provisions and terms of the Clay County Designated Representative, the County, upon notice of completion from The Clay County Designated Representative, and after receiving a proper final invoice, will pay to the Contractor the full value of the work done under this contract less any amounts previously paid, and the County will certify the work as completed and accept it.
- M.2.** Payment will be made in accord with the Local Government Prompt Payment Act. Said acceptance will, however, be in all events conditional upon the subsequent remedying by the Contractor of defects in workmanship or materials which may become apparent within a period of two (2) years (or a longer period as required elsewhere in the Contract Documents) following the date of acceptance as herein required.
- M.3.** In the event the County refuses or declines to certify the work as completed and accepted and make final payment therefore within forty-five (45) days after notice and certification, the County shall immediately set forth in writing to the Contractor the reasons for such non-acceptance of the work. After all valid reasons for non-acceptance have been removed; the County shall execute the final certificate of completion and acceptance and shall make final payment. The certification of completion and acceptance of the work will be a prerequisite to final payment hereunder.
- M.4.** All prior estimates and payments, including those relating to extra work, shall be subject to correction or adjustment by the final cost estimate. Such final payment, however, shall not serve as a release of the Contractor or of their Sureties from the previously required guarantee against defects in Contract performance for a period of two (2) years following the date of acceptance of the work by the County.

## **SPECIAL CONDITIONS**

### **A. GENERAL**

A.1. This Section amends, enhances or otherwise revises the above specifications

### **B. RESTORATION**

B.1. Payment for restoration shall be covered under the applicable restoration pay items as specified in the proposal. If specific restoration pay item is not listed in the proposal, the cost of such work shall be included in the applicable pay item unless otherwise provided under separate restoration section or pay quantity of these Specifications.

### **C. PROTECTION OF EXISTING CURB**

C.1. The Contractor shall use special care not to damage existing curb to remain within the construction limits. Any damage due to activities attributable to the Contractor shall be completely replaced at the Contractor's expense.

### **D. VIDEO and PHOTOGRAPHS**

D.1. A pre-construction photo or video of each site shall be provided to the County. Photo/video shall be taken within 30 days before commencement of construction. Photo/video shall include shoulders, ditches, curbing, brush, grass, wetland areas, driveways, easements, right of ways, and residences.

### **E. SUBMITTALS**

E.1. All Contractor submittals (including Pay Requests and Requests for information) shall be sent to the Clay County Designated Representative for review.

### **F. HOURS OF WORK**

F.1. Hours of work shall be 7 a.m. until 4:30 p.m., Monday through Friday.

After hour and weekend work will be authorized by the Clay County Designated Representative after written notice of request from the Contractor.

### **J. EMERGENCY SERVICE/REPAIRS**

J.1. The Contractor shall provide 24 hours, seven (7) days a week emergency service to Clay County under this Contract. During regular work hours (Monday through Friday, 7:00 am to 4:30 pm), emergency services response time (defined as the time from acknowledged notification to arrival on-site) shall be within 24 hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within 24 hours after notification by the County.

## **K. TRAFFIC CONTROL**

- K.1.** The Contractor shall maintain traffic within the limits of the project for the duration of the construction period, in accordance with the requirements of the **Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the Florida Department of Transportation Design Standards for Construction Operations on the State Highway System, latest edition and any supplements or changes except as amended herein:**
- K.2.** The local streets shall be kept open to two-way traffic for the duration of the construction period, except that one lane of traffic will be permitted provided that flagmen are used. The Contractor will not be permitted to isolate access to residences or places of business.

## **L. MATERIALS, EQUIPMENT AND LABOR**

- L.1.** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and any other facilities necessary for the proper execution and completion of the work.
- L.2.** Unless otherwise specified, all materials shall be new. The Contractor, if required, shall furnish satisfactory evidence as to the kind of and quality of materials.
- L.3.** Before any work is to begin the Contractor may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials or equipment to be used in the work, together with samples, which samples may be subject to tests provided for in these specifications to determine their quality and fitness for the work.
- L.4.** All materials and all workmanship shall be of good quality and meet specification requirements. Failure of the County or Clay County Designated Representative to request material, samples or conduct tests on the same does not relieve the Contractor of responsibility to furnish the material as specified.
- L.5.** The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner at a satisfactory rate of progress so as to insure completion by the date set forth in the Contract. The equipment used on any portion of the work shall be used in such a manner so as not to endanger the lives of the operators or others, nor cause damage to adjacent real property, roadways, structures or any other property whatsoever.

## **M. STANDARDS**

- M.1.** Wherever in these Contract Documents reference is made to any of the following or other specifications, codes, standards and requirements, by abbreviation or name, it shall be understood that the specifications, codes, standards and requirements in effect on the date of advertisement for bids shall govern.

ASTM	American Society for Testing Materials
ARRA	Asphalt Recycling and Reclaiming Association
PCA	Portland Cement Association
ASME	American Society for Mechanical Project Managers
ASA	American Standards Association
AWWA	American Water Works Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
FDOT	Florida Department of Transportation "Standard Specifications" - FDOT Standard Specifications for Road and Bridge Construction, latest edition, including all supplemental specifications, indices and other directives in effect.
FDOT	Florida Department of Transportation "Design Standards" for Design, Maintenance and Utility Operations on the State Highway System applicable sections, latest edition and any supplements or changes
FHWA	Federal Highway Administration – Full Depth Reclamation Construction Methods and Equipment
MUTCD	Manual On Uniform Traffic Control Devices

#### **N. STORAGE OF MATERIALS AND RIGHTS-OF-WAY**

- N.1.** The County shall provide the land upon which the work is to be done, with right of access thereto unless otherwise specified elsewhere in the Contract Documents. The Contractor shall anticipate requirements of space and land for the erection of temporary construction facilities, office and storage of materials. Should the County decide that the site of work is insufficient for such temporary facilities; the Contractor will be required to arrange for such additional space and land as may be necessary at their expense.
- N.2.** The Contractor shall make their own arrangements for delivery and handling of equipment and materials as the Contractor may require for the prosecution of their work. All materials required in the work may be stored on the sides of the roadway or parking area of the street in which the roadways are to be constructed, as approved by the County and/or municipality having jurisdiction, but all such materials, tools and machinery shall be neatly and compactly piled in such manner as to cause the least inconvenience to the property owners and the traffic. Material shall be stored outside of the "Clear Zone" of roadways. All fire hydrants must at all times be kept free and unobstructed. Water and gas shut-off boxes must be kept uncovered.
- N.3.** The materials shall be stored so as to insure the preservation of the quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces and shall be placed under cover as directed. Stored materials shall be located so as to facilitate prompt inspection. Materials, tools and machinery shall not be piled or placed against shade trees unless ample protection is provided for the trees. Lawns, grass plots or other private or public property shall not be used for storage purposes without the written permission of the owner or County.

**O. TESTS**

- O.1.** Tests of material, where required by the specifications, shall be paid for by the Contractor. The selection of bureaus, laboratories, and/or agencies for the inspection and testing of supplies, materials or equipment shall be subject to the approval of the Clay County Designated Representative. Satisfactory documentary evidence that the materials have passed the required inspections and tests must be furnished to the County.

**P. MONUMENTS AND LANDMARKS**

- P.1.** Monuments or landmarks shall not be harmed or removed by the Contractor or any of their employees without written consent of the County. Any monument or landmark so removed will be replaced by the County at the expense of the Contractor.

**Q. DETOURS**

- Q.1.** Detours are not permitted. The Contractor shall schedule and arrange the work to allow access by the use of flagmen to guide traffic through construction activity areas if necessary.

**R. EXISTING UTILITIES**

- R.1.** The Contractor will be required, at their own expense, to do everything necessary to locate, protect, support, sustain and avoid conflicts with existing water, gas and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures on the site of the work. In case any of the said water, gas, and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures be damaged, they shall be repaired, but the cost thereof shall be considered as having been included in the prices stipulated for the various items of work to be done under Contract.

**S. SANITARY MEASURES**

- S.1.** Sanitary conveniences for the use of all persons employed on the work shall be provided and maintained by the Contractor in sufficient number, in such manner and in such places as shall be approved by the County. All persons connected with this work shall be obliged to use them, and any employees found violating these provisions shall be discharged and not again employed without written consent. All necessary precautions, including the care of employees and prevention of any pollution of the existing water supply shall at all times be satisfactory to the governing authorities. The Contractor shall promptly and fully comply with all orders and regulations in regard to these matters.

## **T. CLEANING UP**

- T.1.** As the work progresses, the Contractor shall remove from the site and dispose of debris and waste material. Particular attention shall be given to minimizing any fire hazard from combustibles as may be used in connection with the work.
- T.2.** On or before the date of the final estimate for the work, the Contractor shall tear down and remove all temporary structures built by the Contractor, shall remove all construction plant used by the Contractor and shall repair and replace all parts of existing embankments, fences, sidewalks, shrubbery or structures which were removed or injured by the Contractor's operations or by employees of the Contractor; shall thoroughly clean out all sewers, drains, pipes, manholes and miscellaneous structures and shall remove all rubbish and leave ground, thoroughfares, and rights-of-way in a neat and satisfactory condition.

## **U. FAILURE TO CLEAN UP**

- U.1.** Upon failure of the Contractor to keep the sites of their operations clean to the satisfaction of the County, the County may upon twenty-four (24) hours' notice to the Contractor, remove any rubbish, materials, earth, etc., which the County may deem necessary, charging the cost thereof to the Contractor and may deduct the amount from any money that may be due the Contractor.

## **V. RESTORATION OF SURFACE**

- V.1.** The Contractor shall replace all surface material and shall restore paving (unless otherwise stipulated), curbing, sidewalks, gutters, shrubbery, fences, walls, mailboxes, irrigation piping and sprinkler heads, sod and other surfaces disturbed to a condition equal to that before the work began, furnishing all labor and materials incidental thereto. In restoring paved surfaces, new pavement is required except that granite paving blocks, sound brick or asphalt paving blocks may be reused.



## REQUEST FOR BID

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, June 19, 2017, at the Clay County Admin Bldg, Purchasing Dept, 4th floor, 477 Houston St, Green Cove Springs, FL 32043, for the following:

BID NO: 16/17-27, Guardrail Repair, Installation, and Replacement

Bids will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, June 20, 2017 in the Clay County Admin Bldg, Conference Room "B", 4th floor, 477 Houston St, Green Cove Springs, Florida. Bids will not be valid unless received by the proposal deadline.

All communications with the County regarding this Bid should be directed to Donna Fish, Purchasing Division, (904)278-3761 or by email: [donna.fish@claycountygov.com](mailto:donna.fish@claycountygov.com)

The County reserves the right to waive formalities in any bid, to reject any or all bids with or without cause, including the lack of availability of adequate funds, regulatory agency requirements, and/or to accept the bid that, in its judgment, will be in the best interest of the County of Clay.

**FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids> THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [www.claycountygov.com](http://www.claycountygov.com) BY FOLLOWING THE "NOTICE OF INTENT BIDS" LINK UNDER THE "BUSINESS" ROLLOVER BUTTON ON THE COUNTY'S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.**

**PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE, A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.**

**IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

-----END OF NOTICE-----

**CLAY TODAY)** For publication on: **May 25, 2017**

**PLEASE SEND ORIGINAL INVOICE AND OF PROOF OF PUBLICATION TO:**

Clay County Board of County Commissioners  
**Purchasing Division**  
477 Houston Street  
Green Cove Springs, Florida 32043  
ATTENTION: Donna Fish

## **CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS**

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing division, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing division will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing division. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing division, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing division for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance thereof. The Purchasing division shall serve as

the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing division shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing division identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing division, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place

thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing division with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing division shall immediately record the date and time thereof. The Purchasing division shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing division shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000  
with minimum limits for all additional coverage as required by Florida law

c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence	\$1,000,000
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2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County 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 Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

**(N) Bid Awards and Protests:**

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address<sup>1</sup>] As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids..> THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address<sup>2</sup>] BY [insert suitable directions<sup>3</sup>]. NO OTHER NOTICE WILL BE POSTED.

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<sup>1</sup> As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids..>

<sup>2</sup> As of the date on which this Purchasing Policy was adopted, the County's homepage address was: <http://www.claycountygov.com/>.

<sup>3</sup> As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.



13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.
- f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.
- h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously

based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the

attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in

the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and

conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (Resolution No. 09/10-65)

(P) **NO-CONTACT RULE:** (Resolution No. 09/10-81)

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Bid No 16/17-27  
Guard Rail Installation  
Central Florida Street

RECEIVED  
PURCHASING DIVISION

2017 JUN 19 P 1:17

CLAY COUNTY BOARD OF  
COMMISSIONERS

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

Receipt for Bid #: 16/17-27  
Company Name: Central Florida Street  
Signs inc.

## Bid #16/17-27, Guardrail Repair, Installation, and Replacement

**Submit in Triplicate, along with Certificate of Insurance and W-9 Form**

Item	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	Resetting Guardrail	LF	200	10.00	2,000.00
2.	Resetting Guardrail - Double Face	LF	500	1.00	500.00
3.	Re-Alignment of Existing Guardrail	LF	500	15.00	7,500.00
4.	Removal & Disposal of Existing Guardrail	LF	1000	5.00	5,000.00
5.	<b>New Guardrail Assembly - Includes posts, offset blocks, reflectors, delineators assemblies, and all hardware.</b>				
a.	Guardrail Assembly ROADWAY (W-Beam)	LF	125	32.00	4,000.00
b.	Guardrail Assembly BRIDGE (W-Beam)	LF	125	25.00	3,125.00
c.	Guardrail Assembly ROADWAY (Thrie Beam)	LF	125	10.00	1,250.00
d.	Guardrail Assembly BRIDGE (Thrie Beam)	LF	125	28.00	3,500.00
6.	Guardrail Panels - Replace	LF	1500	20.00	30,000.00
7.	Transition Panel for Thrie Beam to W-Beam	EA	4	10.00	40.00
8.	Guardrail Post - Wood	EA	50	80.00	4,000.00
9.	Guardrail Post - Steel	EA	20	80.00	1,600.00
10.	Encased Guardrail Post	EA	5	5.00	25.00
11.	Offset Blocks	EA	50	19.00	950.00
12.	Special End Shoes	EA	10	1.00	10.00
13.	Terminal Connector	EA	5	5.00	25.00
14.	Flared End Section	EA	5	75.00	375.00
15.	Half Rounded End Section	EA	5	99.00	495.00
16.	Full Rounded Buffer End Section	EA	5	145.00	725.00
17.	Anchor Plate Assembly	EA	5	1.00	5.00
18.	Type II End Anchorage Assembly	EA	5	500.00	2,500.00
19.	End Anchorage Assembly Type MELT	EA	10	75.00	750.00
20.	End Anchorage Assembly Type CRT	EA	10	450.00	4,500.00
21.	End Anchorage Assembly Type ET-200	EA	5	2400.00	12,000.00

22.	End Anchorage Assembly Type SRT 350 (8 Post system)	EA	5	2195.00	10,975.00
23.	End Anchorage Assembly Type BEST	EA	3	5.00	15.00
24.	End Anchorage Assembly Type LET	EA	2	2300.00	4,600.00
25.	End Anchorage Assembly Type SKT-350	EA	2	2695.00	5,390.00
26.	End Anchorage Assembly Type FLEAT-350	EA	2	2695.00	5,390.00
27.	End Anchorage Assembly Type REGENT	EA	2	5.00	10.00
28.	Bridge End Assembly	EA	2	2200.00	4,400.00
29.	Steel Anchor Post (Bridge)	EA	2	250.00	500.00
30.	Concrete Anchor Post (Bridge)	EA	2	1200.00	2,400.00
31.	End Post with Special End Shoe Recess (Bridge)	EA	2	1.00	2.00
32.	Special Steel Guardrail Post for Single or Double (where culverts or other structures preclude normal installation)	EA	10	250.00	2,500.00
33.	Face Guardrail	EA	5	1.00	5.00
34.	Reflectors	EA	500	20.00	10,000.00
35.	6" Linear Reflective System	EA	300	5.00	1,500.00
36.	8" Linear Reflective System	EA	300	25.00	7,500.00
37.	Brackets for Linear Reflective System	EA	600	1.00	600.00
38.	Aluminum Pipe Guiderail (Handrail)	LF	400	48.00	19,200.00
39.	Aluminum Pedestrian/Bicycle Railing with Type 1 – Picket Infill Panel	LF	200	75.00	15,000.00
40.	Aluminum Pedestrian/Bicycle Railing with Type 2 – Chain-Link (Continuous Infill)	LF	200	125.00	25,000.00
41.	Aluminum Pedestrian/Bicycle Railing with Type 3 – Sunshine Infill Panel	LF	200	199.00	39,800.00
42.	Miscellaneous Asphalt Paving – Cold Patch	SY	200	30.00	6,000.00
43.	Miscellaneous Asphalt Paving – Hot Patch	SY	100	75.00	7,500.00
44.	Miscellaneous Concrete Paving	SY	200	40.00	8,000.00
45.	Shop Bent Radius	LF	200	14.00	2,800.00
46.	Miscellaneous Sod Installation	SY	80	5.00	400.00
47.	Guardrail Repair Beam 12.5'	EA	200	300.00	60,000.00
48.	Guardrail Repair Beam 25'	EA	200	450.00	90,000.00
49.	ET 2000 Extruder Head	EA	4	900.00	3,600.00
50.	CRT Break-Away Post	EA	10	80.00	800.00



51.	Cable Box	EA	10	75.00	750.00
52.	SRT 50 Slot Guard	EA	5	30.00	150.00
53.	Concrete Footer	LF	100	30.00	3,000.00
54.	Shoulder Re-Work	SY	200	5.00	1,000.00

**Total Extended Price In Numbers:** \$ 423,662.00

Four hundred twenty three thousand six hundred

**Total Extended Price Handwritten:** sixty two dollars and no cents

Item	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
*Emergency Response Per Call:		EA	4	500.00	2,000.00

\*Not considered in basis of award

	Name	Title	Telephone Number	Email
<b>Emergency Response Contact Person</b>	Scott Griffin	President	904-219-6326	gbhsinc@bellsouth.net

COMPANY NAME: Grading & Bush Hog Services, Inc.

**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

**CORPORATE DETAILS**

COMPANY NAME: Grading & Bush Hog Services, Inc.

ADDRESS: PO Box 844

Middleburg, FL 32050-0844

TELEPHONE: 904-276-3314

FAX #: 904-276-0216

E-MAIL: gbhsinc@bellsouth.net

Name of Person submitting Bid: Scott Griffin

Title: President

Signature: 

Date: June 14, 2017

Area Representative Contact Information: 904-219-6326

**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 No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

REFERENCES:

<b>Agency Name</b>	Broadspectrum Services
<b>Address</b>	6833-3 Phillips Industrial Blvd.
<b>City, State, Zip</b>	Jacksonville, FL 32256
<b>Contact Person</b>	Ross Harrell
<b>Telephone</b>	904-254-3897
<b>Dates of Service</b>	Current
<b>Types of Service</b>	Guardrail, Handrail, Crash Attenuators
<b>Comments</b>	
<b>Agency Name</b>	Florida Department of Transportation
<b>Address</b>	17 Commerce Blvd.
<b>City, State, Zip</b>	Midway, FL 32343
<b>Contact Person</b>	Ramon Perez
<b>Telephone</b>	850-245-7931
<b>Dates of Service</b>	Current
<b>Types of Service</b>	Guardrail, Handrail
<b>Comments</b>	
<b>Agency Name</b>	Florida Department of Transportation
<b>Address</b>	14000 SR 64 East
<b>City, State, Zip</b>	Bradenton, FL 34212
<b>Contact Person</b>	Carlos Cabrera
<b>Telephone</b>	941-359-7369
<b>Dates of Service</b>	Current
<b>Types of Service</b>	Guardrail, Crash Attenuators
<b>Comments</b>	

**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

Contractor's List of Equipment:

Type of Equipment	Make, Model, & Year	GVWR	Dump Bed Capacity	Quantity	Condition
Truck	2015 F350 CC 4x4			3	New
Trailer	2012 30' Gooseneck			2	Good
	Guardrail repair				
	trailer				

Contractor's List of Personnel:

Title of Employee	Employee Responsibility
Foreman (1)	Oversee Project to Completion
Laborers (2)	Skilled labor w/knowledge of all aspects of repair

**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

**Subcontractor: (Names, Contact Information, and References must be provided)**

Subcontractor's Name:

N/A

Contact Information:

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Portion of Work (Percentage):

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Work to be provided by subcontractor:

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**BID No. 16/17-27, GUARDRAIL REPAIR, INSTALLATION, AND REPLACEMENT**

**Subcontractor's List of Equipment:**

<b>Type of Equipment</b>	<b>Make, Model, &amp; Year</b>	<b>GVWR</b>	<b>Dump Bed Capacity</b>	<b>Quantity</b>	<b>Condition</b>
	N/A				

Please complete a separate sheet for each Subcontractor if using multiple Subcontractors.

**Subcontractor's List of Personnel:**

<b>Title of Employee</b>	<b>Employee Responsibility</b>

Please complete a separate sheet for each Subcontractor if using multiple Subcontractors.

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

- (1) The prospective Vendor, Grading & Bush Hog Services, 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:**

Grading & Bush Hog Services, Inc.

By: 

Signature

Scott Griffin, President

**Name and Title**

274 College Drive

**Street Address**

Orange Park, FL 32065

**City, State, Zip**

June 14, 2017

**Date**

Scrutinized Companies Certification  
[Clay County Bid #16/17-27, Guardrail Repair, Installation, and Replacement]

Name of Company:<sup>1</sup> Grading & Bush Hog Services, Inc.

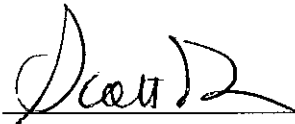
In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan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

Grading & Bush Hog Services, Inc.

(Seal)

By:



Scott Griffin

Its President

<sup>1</sup> "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.

Grading & Bush Hog Services, Inc.

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

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

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

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

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting

code (if any) \_\_\_\_\_

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

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

PO Box 844

6 City, state, and ZIP code

Middleburg, FL 32050-0844

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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	-	3	1	9	8	6	3	6
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign  
Here**Signature of  
U.S. person ▶Date ▶ June 14, 2017**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](http://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)  
6/15/2017

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

<b>PRODUCER</b> Waldorff Insurance & Bonding 45 Eglin Parkway NE Ste 202 Fort Walton Beach FL 32548		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 850-581-4925 <b>FAX (A/C, No):</b> 850-581-4930 <b>E-MAIL ADDRESS:</b> receptionist@waldorffinsurance.com		
<b>INSURED</b> Grading & Bush Hog Services, Inc. P.O. Box 844 Middleburg FL 32050-0844		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Southern -Owners Ins. Co.		10190
		INSURER B : Owners Insurance Company		32700
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

## COVERAGES

CERTIFICATE NUMBER: 2124324607

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	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		78016425	11/14/2016	11/14/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		4901642500	11/14/2016	11/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$5,000	N	4901642501	11/14/2016	11/14/2017	EACH OCCURRENCE \$3,000,000 AGGREGATE \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N <input type="checkbox"/> N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

RE: Bid No. 16/17-27, Guardrail Repair, Installation, and Replacement

## CERTIFICATE HOLDER

## CANCELLATION

Clay County Board of County Commissioners Attn: Donna Fish Purchasing Department 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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/14/2017

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 TEE & GEE UNDERWRITING MANAGERS, LP 8131 LBJ FREEWAY SUITE 750 DALLAS, TX 75251	CONTACT NAME: LINDA CLEVELAND PHONE (A/C, No, Ext): 281-277-3006 FAX (A/C, No): 866-716-4445 E-MAIL ADDRESS: LINDA.CLEVELAND@SESPEO.COM
INSURED EMPLOYER HR SYNERGIES, LLC 4800 SUGAR GROVE BLVD., SUITE 476 STAFFORD, TX 77477	INSURER(S) AFFORDING COVERAGE INSURER A: STATE NATIONAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 12831

## COVERAGES

CERTIFICATE NUMBER: 2

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TGW900000701	12/26/2016	12/26/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

ALTERNATE EMPLOYER, GRADING & BUSH HOG SERVICES, INC., IS PROVIDED WORKERS' COMPENSATION COVERAGE EFFECTIVE 6/10/17 ONLY FOR EMPLOYEES PROPERLY ENROLLED AND ASSIGNED TO EMPLOYER HR SYNERGIES, LLC PURSUANT TO THE CLIENT SERVICES AGREEMENT BETWEEN GRADING & BUSH HOG SERVICES, INC., AND EMPLOYER HR SYNERGIES, LLC.

## CERTIFICATE HOLDER

## CANCELLATION

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING DEPARTMENT 477 HOUSTON STREET GREEN COVE SPRINGS, FL 32043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Adam Goldberg</i>
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Shading & Bush Hog Services, Inc.  
PO Box 844  
Middleburg, FL 32050-0844

RECEIVED  
PURCHASING DIVISION

2011 JUN 15 P 3:12

CLAY COUNTY BOARD OF  
COMMISSIONERS

Installation,

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

Receipt for Bid #: 16/17-27  
Company Name: Shading & Bush  
Hog Services

Clay County Administration  
Fourth Floor, Reception  
477 Houston Street  
Green Cove Springs, FL 32043

## Donna Fish

---

**From:** Michael Fleming  
**Sent:** Tuesday, June 27, 2017 9:04 AM  
**To:** Donna Fish  
**Subject:** Bid #16/17-27, Guardrail Repair, Installation and Replacement  
**Attachments:** 20170627080750597.pdf; Book1.xlsx

Donna,

Please see attached Bid Recommendation and Comparison. I spoke with Greater Orlando Aviation Authority who provided positive feedback for Central Florida Street Signs. If you need a memo or any other documentation from me, please let me know.

Thanks,

Michael Fleming, P.E.  
Deputy Director: Technical Services  
Clay County Department of Engineering and Public Works  
[P.O. Box 1366](#)  
[Green Cove Springs, FL 32043](#)  
[\(904\) 541-3826](#) (Office)  
[\(904\) 278-4708](#) (Fax)  
[Michael.fleming@claycountygov.com](mailto:Michael.fleming@claycountygov.com)



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, August 1 3:00 PM

TO: Finance & Audit Committee

DATE: 7/26/2017

FROM: Holly Coyle

SUBJECT: Approval of Revision to Interlocal Agreement with Housing Finance Authority re:  
Cassie Gardens, Ltd. (H. Coyle)

AGENDA ITEM TYPE:

---

**BACKGROUND INFORMATION:**

The attached Interlocal Agreement between the Board and the Housing Finance Authority (HFA) is a funding agreement requiring Clay County to make a contribution to the construction of an affordable elderly housing project in order for the developer of the project to receive tax credits. The Board, in September 2016, approved entry into the agreement committing the County to a contribution of \$80,000.00 and provided that the contribution would be funded by the HFA to the County contingent on the applicant being awarded tax credits from the Florida Housing Finance Corporation for their particular project.

The applicant Cassie Gardens, Ltd. was awarded tax credits and has requested the County's contribution. The agreement (attached) has been revised to extend the deadline for the project closing and to reduce the timeframe for the HFA to provide contribution of the funds for the closing to the County.

Is Funding Required (Yes/No):  
**No**

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

Sole Source (Yes\No):  
**No**

Advanced Payment  
(Yes\No):

**No**

**ATTACHMENTS:**

Description

- ▣ Memo
- ▣ Interlocal Agreement
- ▣ Assignment of Mortgage

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	7/27/2017 - 11:23 AM	



Department of Economic  
and Development Services

**Memorandum**

**To:** Board of County Commissioners  
**From:** Holly Coyle, Director of Economic and Development Services  
**Date:** July 27, 2017  
**Re:** Interlocal agreement for funding contribution

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**Issue:** Interlocal agreement for funding contribution

**Background:** The attached Interlocal Agreement between the Board and the Housing Finance Authority (HFA) is a funding agreement requiring Clay County to make a contribution to the construction of an affordable elderly housing project in order for the developer of the project to receive tax credits. The Board, in September 2016, approved entry into the agreement committing the County to a contribution of \$80,000 and provided that the contribution would be funded by the HFA to the County contingent on the applicant being awarded tax credits from the Florida Housing Finance Corporation for their particular project.

The applicant Cassie Gardens, Ltd. was awarded tax credits and has requested the County's contribution. The agreement (attached) has been revised to extend the deadline for the project closing and to reduce the timeframe for the HFA to provide contribution of the funds for the closing to the County.

**Recommendation/Action:** In light of the Applicant being awarded tax credits, approval of the attached revised agreement and approval to deliver the attached Assignment of Mortgage upon closing is being requested.



AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE Fin. 8-1-17 BCC 8-8-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	7-26-17	
Staff Member Preparing Form:	Daphne Roberts	
Department Submitting Contract:	CoAtty for Development Services	
Vendor Name:	Housing Finance Authority of Clay County, FL	
Contract Title:	Revised Interlocal Agreement for Cassie Gardens	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
	Yes	No
1. New Contract	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Renewal/Amend./Supplement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Sole Source *(explain)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Quotes/bid policy met	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Need to waive bid policy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. Automatic renewal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7. Standard Addendum Executed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8. Advance Payment Required	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9. Contract Amount (*Detail negotiation efforts below)	80,000	
10. Previous Price (*If increase explain below)	N/A	
11. Date of Original Contract		
12. Number of Renewals		
13. Length of Term		
14. Price Negotiation Efforts:		
Requested Action: (Please type below)		
Approval of revised Interlocal Agreement with Housing Finance Authority for Cassie Gardens, Ltd. (the Applicant)		
Background/Purpose: (Please type below)		
Initial Funding to be received by HFA prior to closing/payment by County.		
Funding Source		
Account Number:		
FULL Account Name:		

### Approvals

Purchasing:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Budget:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

County Attorney:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Recommended Changes: (Please type below)

\*Sole Source Explanation: (Please type below)

CLAY COUNTY COMMISSIONERS

2017 JUL 27 A 8:08

RECEIVED  
PURCHASING DIVISION

**INTERLOCAL AGREEMENT**

[CASSIE GARDENS]

**THIS INTERLOCAL AGREEMENT** (this Agreement) is made and entered into by and between Clay County, a political subdivision of the State of Florida (the County), and the Housing Finance Authority of Clay County, Florida, a public body corporate and politic created under the authority of Section 159.604, Florida Statutes (the HFA), as of the \_\_\_\_\_ day of August, 2017.

**RECITALS**

**WHEREAS**, Cassie Gardens, Ltd. (the Applicant), is a limited partnership organized and existing under the laws of the State of Florida; and,

**WHEREAS**, the Applicant is desirous of constructing low-income senior housing in Clay County, Florida, to be known as Cassie Gardens (the Project); and,

**WHEREAS**, the Applicant has acquired the necessary zoning for the Project; and,

**WHEREAS**, in connection with the Project, the Applicant has applied or intends to apply to the Florida Housing Finance Corporation (the FHFC) for certain low-income housing tax credits (the Tax Credits) under Section 420.5099, Florida Statutes (the Statute); and,

**WHEREAS**, in order for the Applicant to be eligible to receive the Tax Credits, the Applicant is required to submit with its application a certain Non-Corporate Funding Proposal from the local government within which the Project is located (the Local Government Funding Proposal); and,

**WHEREAS**, the Applicant has requested that the County make a certain contribution to the cost of the Project as the Local Government Funding Proposal for purposes of the Applicant's application for the Tax Credits (the County's Contribution); and,

**WHEREAS**, if the FHFC awards the Tax Credits to the Applicant for the Project, then at the closing of the Applicant's loan for the principal financing of the Project (the Closing), the County is willing to provide the County's Contribution by making a loan to the Applicant in the amount of \$80,000.00 (the County's Loan); and,

**WHEREAS**, in exchange for the County's Loan, the Applicant will give to the County a note at the Closing payable to the County in the amount of \$80,000.00 (the Note); and,

**WHEREAS**, under the terms of the Note, the Applicant will pay interest on the principal balance thereof at 3% per annum, with interest only to be paid on the principal balance annually in the amount of \$2,400.00, and with the principal balance of \$80,000.00 due and payable 15 years after the date of the Closing; and,

**WHEREAS**, Part IV of Chapter 159, Florida Statutes, authorizes county governments to create housing finance authorities within the State for the purpose of issuing revenue bonds and refunding bonds to assist in relieving the shortage of housing available at prices or rentals which

are affordable to many persons and families; and,

**WHEREAS**, by the adoption of Ordinance No. 80-19, the County's Board of County Commissioners created the HFA pursuant to Section 159.604, Florida Statutes; and,

**WHEREAS**, the HFA is a special purpose governmental entity and a dependent special district within the meaning of Section 189.403(2), Florida Statutes; and,

**WHEREAS**, by means of this Agreement, HFA intends to provide to the County the full amount of the funds necessary for the County to provide the County's Contribution.

**WITNESSETH:**

**NOW THEREFORE**, for and in consideration of the foregoing Recitals and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and objections to the sufficiency and adequacy of which are hereby waived, the County and the HFA (the Parties) do hereby agree as follows:

1. The HFA will deliver the sum of \$80,000.00 to the County for the purpose of providing the County's Contribution for the Project (the Commitment Sum) on or before the 10th day prior to the Closing.

2. Provided that the County first receives the full amount of the Commitment Sum from the HFA as provided in paragraph 1, the County will provide the County's Contribution to the Applicant in exchange for the Note at the Closing so long as the Closing occurs on or before September 30, 2017 (the Closing Deadline); provided, the County will extend the Closing Deadline for an additional six months if requested by the Applicant. In order to evidence to the FHFC the County's obligation to provide the County's Contribution hereunder, promptly upon its receipt of the Contribution Sum from the HFA, the County shall cause to be executed and delivered to the Applicant certification of the County's Contribution as a Non-Corporate Funding Proposal in connection with the Project on such form as may be provided therefor by the FHFC.

3. The terms of the Note will be as reflected in the Recitals, and will be secured by a mortgage on the Project given by the Applicant to the County (the Mortgage) that will be subordinate only to the mortgage securing the Applicant's loan for the principal financing of the Project.

4. Once the Closing has successfully occurred, the County will immediately assign the Note and the Mortgage to the HFA. Upon such assignment, the HFA shall have no recourse against the County, its principals, officers, employees and agents, for nonpayment, nonperformance or other default under the terms of the Note, the Mortgage or both. In the event the Closing does not occur on or before the Closing Deadline, as the same may be extended, or in the event the Applicant's application for the Tax Credits is denied by the FHFC, then the County shall promptly return the Commitment Sum to the HFA.

5. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Interlocal Act), and all applicable portions of the Interlocal Act are made a part hereof and incorporated herein as if set forth at length herein, including but not limited to the following specific provisions:

(a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the Parties when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

(b) This Agreement does not and shall not be deemed to relieve any of the Parties of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the Parties, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

(c) As a condition precedent to its effectiveness, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.

6. As a condition precedent to the County's obligation to provide the County's Contribution at the Closing, the County must have a minimum of thirty days prior notice of the date of the Closing, to be provided by either the HFA or the Applicant.

7. Any notices, reports or other documents provided by one of the Parties to the other under this Agreement shall delivered to the following addresses or such other addresses as may hereafter be specified by notice hereunder:

County:

HFA:

County Manager  
Post Office Box 1366 (mail)  
477 Houston Street, 4th Floor (delivery)  
Green Cove Springs, Florida 32043

Executive Director  
Post Office Box 1620 (mail)  
1279 Kingsley Avenue, Suite 118 (delivery)  
Orange Park, Florida 32067-1620

8. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9. In the event either of the Parties shall retain an attorney to litigate on its behalf against the other regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, obligations or liabilities of the Parties arising under this Agreement, the Party prevailing on the majority of its claims, or which successfully defends against a majority of the other Party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other Party, including fees and costs incurred from the date of referral of the dispute to the prevailing Party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

10. 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 without being deemed to operate as a waiver of the HFA's sovereign immunity, the HFA shall

fully defend, protect, indemnify and hold harmless the County and all of its principals, employees, officers, agents, servants and contractors (collectively, the Indemnities), from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorneys fees and court costs, asserted against the Indemnities or any of them by reason of injury to the person or property of others, which is caused by fault, acts, omissions or comparative negligence, whether active or passive, attributable to the HFA or to any of the HFA's employees, officers, agents, servants or subcontractors in the performance of the HFA's duties, covenants and obligations under this Agreement.

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

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

13.. The HFA acknowledges that in the budget for each fiscal year of the County during which the term of this Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under this 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 this Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

14. The HFA shall not assign this Agreement or any portion thereof to any third party, nor subcontract for the performance of any of its duties, covenants and obligations under this Agreement without the prior written consent of the County, which consent may be withheld for any or no reason. Any attempted assignment or subcontracting in violation of this paragraph shall be deemed null and void.

15. The Standard Addendum to all Contracts and Agreements and the Scrutinized Companies Certification are attached hereto and by reference its terms incorporated herein.

[The remainder of this page is intentionally blank.]

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to have been executed on its behalf by the proper officers thereof as of the day and year first above-written.

County:

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

By: \_\_\_\_\_  
Wayne Bolla  
Its Chairman

Attest for the County:

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

HFA:

Housing Finance Authority of Clay County,  
Florida, a public body corporate and politic  
created under the authority of Section 159.604,  
Florida Statutes

By: \_\_\_\_\_  
James M. Ryan  
Its Chairman

Attest for the HFA:

\_\_\_\_\_  
Theresa Sumner  
Its Executive Director

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, [publicrecords@claycountygov.com](mailto:publicrecords@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.

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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: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Scrutinized Companies Certification

[Clay County: Interlocal Agreement for the Provision of Non-Corporate Funding – Cassie Gardens

Name of Company:<sup>1</sup> \_\_\_\_\_

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:

(Seal)

By: \_\_\_\_\_

Its \_\_\_\_\_

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<sup>1</sup> “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.

This Instrument Prepared By:  
Richard C. Komando  
Kopelousos, Bradley & Garrison, P.A.  
1279 Kingsley Avenue, Suite 118  
Orange Park, Florida 32073

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### ASSIGNMENT OF MORTGAGE

Loan Number:

FOR VALUE ACKNOWLEDGED AND RECEIVED, and pursuant to Chapter 701, Florida Statutes, Clay County, Florida, (hereinafter "County") through the Board of County Commissioners hereby grants, assigns and transfers to the Housing Finance Authority of Clay County, Florida, (hereinafter "HFA") whose mailing address is: Post Office Box 1620, Orange Park, Florida 32073, all of County's right, title and interest in, to and under a certain Mortgage dated August \_\_\_\_, 2017, and executed by Clay County, Florida, 477 Houston Street, Green Cove Springs, Florida 32043 as Mortgagor, to Cassie Gardens, Ltd., by Vestcor, Inc., 3030 Hartley Road, Suite 310, Jacksonville, Florida 32257, as Mortgagee, and recorded concurrently herewith in the Official Records in Office of the Clerk of Circuit Court in and for Clay County, Florida, describing said land therein as:

A parcel of land situated in Section 35, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin at the intersection of the westerly right-of-way line of County Road No. 224 (College Drive) a 100 foot right-of-way as now established, with the North line of Leetonia, according to Plat Book 2, Page 65 of the Public Records of Clay County; thence on last said line run South 89 degrees 23 minutes 24 seconds West, 500.00 feet; thence North 00 degrees 44 minutes 00 seconds West, 479.92 feet; thence on the arc of a curve concave southeasterly and having a radius of 45 feet, run an arc distance of 70.68 feet, said arc being subtended by a chord bearing and distance of North 44 degrees 16 minutes 00 seconds East; 63.64 feet; thence North 89 degrees 16 minutes 00 seconds East, 455.00 feet to said west line of County Road No. 224; thence on last said line South 00 degrees 44 minutes 00 seconds East, 526.00 feet to the Point of Beginning.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage. The original principal amount due under this note(s) is: **Eighty Thousand Dollars and no cents (\$80,000.00).**

IN WITNESS WHEREOF, This Assignment of Mortgage is executed and acknowledged on this \_\_\_\_ day of August, 2017, as follows:

#### BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Wayne Bolla,  
Its Chairman

Attest:

Approved as to Form:

By: \_\_\_\_\_  
S.C. Kopelousos, County Manager

By: \_\_\_\_\_  
Courtney Grimm, County Attorney



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, August 1 3:00 PM

TO: Finance & Audit Committee

DATE: 7/26/2017

FROM: Kimberly Morgan on behalf  
of TDC

SUBJECT: Approval of the Tourist Development Council's recommendation to fund the Fairgrounds Master Plan as an effort to enhance our destination's product development efforts at an investment of \$35,000. Funding Source: Tourism Development Funds (K. Morgan)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):  
**Yes**

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

Funding Source: Tourism Development Funds

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

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Tourism and Film Development	Morgan, Kimberly	Approved	7/26/2017 - 4:32 PM	



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, August 1 3:00 PM

TO: Committee

DATE: 7/27/2017

FROM: Parks and Rec. Div.

SUBJECT: Update regarding the contract with Thomas May Construction Company for construction of the Fleming Island Athletic Assoc. Multi-Purpose Fields Project. (J. Householder)

AGENDA ITEM TYPE:

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BACKGROUND INFORMATION:

Staff has drafted the contract and the contract is in the review process. Request approval to place this item directly on the Aug. 8th BCC meeting.

Is Funding Required (Yes/No):  
**Yes**

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

Funding Source: 305-6062-562000 (CIP Fund - Multi-Purpose Field @ FIAA - Infrastructure)

Sole Source (Yes/No):  
**No**

Advanced Payment  
(Yes/No):  
**No**

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural	Thomas, Karen	Approved	7/27/2017 - 1:07 PM	

## Services





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, August 1 3:00 PM

TO: Finance &  
Audit Committee

DATE: 4/5/2017

FROM: S.C.  
Kopelousos

SUBJECT: Update on County projects.

AGENDA ITEM  
TYPE:

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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	6/13/2017 - 11:50 AM	Item Pushed to Agenda