



## FINANCE AND AUDIT COMMITTEE MEETING AGENDA

March 21, 2017  
Administration Building,  
4th Floor, BCC Meeting Room, 477 Houston  
Street,  
Green Cove Springs, FL 32043  
10:00 AM

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### **PUBLIC COMMENTS**

1. Clay County Soccer Club, Inc. Lease @ 4387 Lakeshore Drive, Fleming Island  
Approval of the Lease Agreement with Clay County Soccer Club, Inc., regarding Eagle Harbor Soccer Complex, 4387 Lakeshore Drive, Fleming Island, with the lease period ending December 31, 2026 and the lease amount of \$1.00 per year. The purpose of this lease is to amend and correct the Association's name. Funding Source: Not Applicable (J. Householder)
2. Police Athletic League of Clay County, Inc. Lease @ 450 Parkwood Drive, Orange Park  
Approval of the Lease Agreement with the Police Athletic League of Clay County, Inc., regarding Walter Odum Community Park, 450 Parkwood Drive, Orange Park, with the lease period ending December 31, 2026 and the lease amount of \$1.00 per year. Funding Source: Not Applicable (J. Householder)
3. Middleburg Association of Athletics, Inc. Lease @ 4317 C.R. 218, Middleburg  
Approval of the Lease Agreement with the Middleburg Association of Athletics, Inc., regarding Omega Park, 4317 County Road 218, Middleburg, with the lease period ending December 31, 2019 and the lease amount of \$1.00 per year. Funding Source: Not Applicable (J. Householder)
4. Deed and Easement Instruments Regarding the Widening of State Road 21  
Approval of the following Deed and Easement Instruments for parcel numbers 122.1, 708.1 and 805.1, in favor of the State of Florida Department of Transportation, regarding the widening of State Road 21 (from Black Creek to Alley Murray Road). Funding Source: Not Applicable (D. Smith)
  - A) County Deed - Parcel #122.1 (along S.R. 21)
  - B) Temporary Easement - Parcel #708.1 (along S.R. 21)
  - C) Perpetual Easement - Parcel #805.1 (along S.R. 21)
5. Bid #16/17-15, Wetland Mitigation Provider for Brannanmill Boulevard Extension  
Request approval to post notice of intent and award Bid #16/17-15, Wetland Mitigation Provider for Brannanmill Boulevard Extension to Reinhold Corporation d/b/a Greens Creek Mitigation Bank at a cost of \$37,600.00. Approval will be effective after 72 hour bid protest period has expired. Funding Source: 305-6076-563000 (CIP Fund - Challenger Center Roadway - Infrastructure) (D. Smith)
6. Final Plat Reserve at Eagle Harbor  
Acceptance of final plat reserve at Eagle Harbor. (H. Coyle)

7. Funding Agreement with the EDC - Branding and Logo Development Project  
Approval of Funding Agreement with the Economic Development Corporation (EDC) for assistance with funding the Branding and Logo Development Project. The Agreement is in the amount of \$60,000, with a \$20,000 advancement, however the EDC will reimburse the County all funds minus \$12,000, which is the County's matching contribution, once the project has been completed and the EDC has been reimbursed by the Department of Economic Opportunity. Funding Source: 001-3240-531000 (General Fund - EDC Branding Grant - Professional Services) (H. Coyle)
8. SHIP Rehabilitation Projects - Policy Waiver  
Approval to waive the purchasing policy and award two SHIP Rehabilitatin Projects in the total amount of \$43,100.00 to the second lowest bidder, Liberty Homes, Inc. due to ongoing concerns regarding the lowest contractor. Quotes were received for both projects. Funding Source: 116-0110-549800 (SHIP Program Fund / SHIP Program Activities / Program Services) (H. Coyle)
9. Tracker Software Corporation Sixth Amendment to Agreement #09/10-141 - Pubworks Software  
Approval of the Sixth Amendment and Modification to Agreement #09/10-141 with Tracker Software Corporation, Inc., for maintenance and support of the Pubworks software, for a term of one year, at the cost of \$10,500.00. Approval of sole source and advance payment are also requested. Funding Source: 001-0107-546100 (General Fund - MIS - Repairs and Maintenance) (T. Nagle)
10. ESRI, Inc. Seventh Renewal for GIS Software Maintenance  
Approval of the Seventh Renewal to Agreement #09/10-88 with Environmental Systems Research Institute, Inc. (ESRI, Inc.) for GIS software maintenance, for a term of one year, at the cost of \$31,800.00. Approval of sole source designation and advance payment is also requested. Funding Source: 001-0107-546100 (General Fund - MIS - Repairs and Maintenance) (T. Nagle)
11. Position Reclassification and Assignment  
Staff requests consideration for the division reorganization to further facilitate integration of technical services under MIS. (J. Bethelmy)
  1. Reclassify position to Application Support Analyst
  2. Amend organization charts to reflect position change and assignment
  3. Reallocate funds as necessary.

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

12. County Project Update  
Update on County projects.

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



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, March 21 10:00 AM

TO: Finance and Audit Committee

DATE: 3/9/2017

FROM: Administrative and  
Contractual Services

SUBJECT: Approval of the Lease Agreement with Clay County Soccer Club, Inc., regarding Eagle Harbor Soccer Complex, 4387 Lakeshore Drive, Fleming Island, with the lease period ending December 31, 2026 and the lease amount of \$1.00 per year. The purpose of this lease is to amend and correct the Association's name. Funding Source: Not Applicable (J. Householder)

AGENDA ITEM TYPE:

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BACKGROUND INFORMATION:

It was determined that the name on the original Lease Agreement (#2015/2016-72) contained the name of "Clay County Soccer Association, Inc.," which by virtue of this lease document will correct the name to reflect that of "Clay County Soccer Club, Inc." All other terms and conditions remain the same.

Is Funding Required (Yes/No):

**No**

If Yes, Was the item budgeted

(Yes/No/N/A):

**No**

Funding Source: Not Applicable

Sole Source (Yes/No):

**No**

Advanced Payment

(Yes/No):

**No**

Planning Requirements:

Public Hearing Required (Yes/No):

**No**

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ▣ Lease Agreement-Clay County Soccer Club, Inc.

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/14/2017 - 8:43 AM	
County Manager	Kopelousos, Stephanie	Approved	3/16/2017 - 3:24 PM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BOC FAN 3-21-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	February 16, 2017	
Staff Member Preparing Form:	Lynn Higgs	
Department Submitting Contract:	Parks and Recreation	
Vendor Name:	Clay County Soccer Club, Inc.	
Contract Title:	Agreement/Contract #16/17 - _____, Lease between BOCC and Athletic Association, Clay County Soccer Club, Inc., for purpose of conducting youth activities at Eagle Harbor Soccer Complex.	
<b>SUMMARY (TO BE COMPLETED BY DEPARTMENT)</b>		
1. New Contract	Y	N 9. Contract Amount (*Detail negotiation efforts below) \$1.00 year
2. Renewal/Amend./Supplement	Y	N 10. Last Year's Price (*If increase explain below) N/A
3. Sole Source **(explain below)	Y**	N 11. Date of Original Contract February 23, 2016
4. Quotes/bid policy met N/A	Y	N 12. Number of Renewals N/A
5. Need to waive bid policy	Y	N 13. Length of Term Through December 31, 2026
6. Automatic renewal	n/a	N
7. Standard Addendum Executed	Y	N <b>Requested Action:</b> Approval of new Lease Agreement, with the same terms; name change only. Change name to Clay County Soccer Club, Inc.
8. Advance Payment Required	Y	N
<b>Funding Source</b>		
Account Number: N/A	<b>Background/Purpose:</b> It was determined that the name on the original Lease (2015/2016-72) has an incorrect name of Clay County Soccer Association, Inc. Many supporting documents,	
Account Name: N/A	including IRS Letter of Determination, Bi-Laws, etc. are under the name of Clay County Soccer Club, Inc.	

### Approvals

Purchasing: <i>LT</i>	No Changes	With Changes
Review Date: 2-24-17	✓	

Recommended Changes: \*Since you're really just correcting the vendor name, do you want to keep the lease period as January 1, 2016 - Dec 31, 2026 (seeing that they have been occupying the space since Jan 1, 2016) unless they recently changed their name? See note below about filling-in commencement date...

Budget: <i>ajg</i>	No Changes	With Changes
Review Date: 2-24-17	✓	

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

Finance: <i>m</i>	No Changes	With Changes
Review Date: 2/27/17	✓	

County Attorney: <i>OW</i>	No Changes	With Changes
Review Date: 2-22-16	✓	

Remember to fill in commencement date - April 1, 2017?  
\*\* Sole Source Explanation: \_\_\_\_\_

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN 3-21-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	February 28, 2017	
Staff Member Preparing Form:	Lynn Higgs	
Department Submitting Contract:	Parks and Recreation	
Vendor Name:	Clay County Soccer Club, Inc.	
Contract Title:	Agreement/Contract #16/17 - _____, Lease between BOCC and Athletic Association, Clay County Soccer Club, Inc., for purpose of conducting youth activities at Eagle Harbor Soccer Complex.	
<b>SUMMARY (TO BE COMPLETED BY DEPARTMENT)</b>		
1. New Contract	Y	N 9. Contract Amount (*Detail negotiation efforts below) \$1.00 year
2. Renewal/Amend./Supplement	Y	N 10. Last Year's Price (*If increase explain below) N/A
3. Sole Source **(explain below)	Y**	N 11. Date of Original Contract February 23, 2016
4. Quotes/bid policy met N/A	Y	N 12. Number of Renewals N/A
5. Need to waive bid policy	Y	N 13. Length of Term Through December 31, 2026
6. Automatic renewal	n/a	N
7. Standard Addendum Executed	Y	N <b>Requested Action:</b> Approval of new Lease Agreement, with the same terms; name change only. Change name to Clay County Soccer Club, Inc.
8. Advance Payment Required	Y	N
<b>Funding Source</b> Account Number: N/A Account Name: N/A <b>Background/Purpose:</b> It was determined that the name on the original Lease (2015/2016-72) has an incorrect name of Clay County Soccer Association, Inc. Many supporting documents, including IRS Letter of Determination, Bi-Laws, etc. are under the name of Clay County Soccer Club, Inc.		

### Approvals

Purchasing:	No Changes	With Changes
Review Date:		

Recommended Changes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Budget:	No Changes	With Changes
Review Date:		

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Finance:	No Changes	With Changes
Review Date:		

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

\_\_\_\_\_

\_\_\_\_\_

County Attorney:	No Changes	With Changes
Review Date:		

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

\_\_\_\_\_

Clay County

Agreement/Contract # \_\_\_\_\_

Lease

This lease made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between Clay County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called the Lessor, and **Clay County Soccer Club, Inc.**, a Florida not-for-profit corporation, hereinafter called the Lessee.

WITNESSETH, that in consideration of the sum of \$1 per year due and payable at the beginning of each year for the term's duration, and in consideration of the covenants hereinafter contained in this Lease to be performed by the Lessee, the Lessor does hereby let, lease and demise unto the Lessee, the following described property lying and being in Clay County Florida, to wit:

**(Eagle Harbor Soccer Complex – 4387 Lakeshore Drive, Fleming Island))**

TO HAVE AND TO HOLD the premises aforesaid unto the said Lessee for a term commencing on January 1, 2016 and ending on December 31, 2026. This lease is renewable with the mutual agreement of the parties at any time within 120 days prior to the expiration of this agreement. Any prior agreements in effect at the time that this agreement is executed shall become null and void.

IT IS SPECIFICALLY AGREED:

1. Lessee desires use of the facilities described above for organized youth athletic activities in which teams belonging to Lessee's organization are participating. Lessor is willing to reserve these facilities for such purposes on a non-exclusive basis. Lessee's use of these facilities on a non-exclusive basis is strictly contingent upon approval of Lessee's seasonal and post-season schedules by the Clay County Division of Parks and Recreation ("the Division"). Said schedules shall be provided to the Division no less than 10 business days prior to the start of any season.
2. Lessee may sub-lease or otherwise allow the property described above to be used by any other person, organization or entity for any reason. Lessee may charge sub-Lessees amounts no greater than that which is necessary to recover the Lessee's operating costs incurred during the term of the sub-lease. Lessee is responsible to ensure that all sub-lessees meet the same obligations and requirements to operate at this facility as are imposed on the Lessee under the terms of this agreement. All sub-lease agreements, including any included pricing agreements, must be submitted to the County Parks and Recreation Division and approved by the County Manager prior to any such agreement taking effect.
3. The above-described facility shall be available for use by the general public on a first-come, first-served basis at any time said facility is not otherwise scheduled for use by Lessee or other persons, organizations or entities party to any sub-lease agreements with the Lessee. However, Lessee has

the right to close to the public the entire facility, or any portion thereof, whenever in the Lessee's judgment use by the general public would harm the material condition of playing surfaces.

4. Lessee shall provide Lessor with a list of all Lessee's Board Members and Officers, along with those persons', Phone Numbers, email and physical addresses. Said list shall be provided to the Division of Parks and Recreation (the Division) prior to this lease taking effect. Lessee shall update this list within 10 business days of any changes.
5. Lessee shall provide Lessor with a copy of Lessee's organizing documents and by-laws (if separately maintained) prior to this lease taking effect, and shall promptly notify the Lessor of any changes thereto during the term of this lease.
6. Lessee shall not make any improvements and/or alterations to the grounds, facilities or buildings located on the above described property without first obtaining the written consent of Lessor. Any and all improvements and/or alterations shall be and become the property of Lessor. Lessee shall ensure that all facilities are maintained sanitary and in good working order. Lessee shall provide at its expense any and all supplies necessary for the operation, maintenance and cleanliness of all concession areas and restroom facilities while such are being used by Lessee under the terms of this agreement.
7. Lessee shall be responsible for all routine upkeep and maintenance of all grassed and clay fields to include football, soccer, baseball fields and common areas. Repairs to and maintenance of fencing, buildings, and support facilities, to include physical plant systems (such as Heating, A/C, Lighting, Plumbing, Electrical, etc.), shall be the responsibility of Lessor. Lessor shall also maintain control and supervision of any irrigation systems located on the property and shall perform all repairs and maintenance necessary to the good working order of any such system. Irrigation controllers shall be utilized for nightly watering of playing areas only. Lessee is not permitted to make any alterations to the irrigation system, including to the sprinkler heads and/or controllers. Damage to irrigation systems that are determined to be at the fault of Lessee shall be repaired at the sole expense of the Lessee.
8. Lessee shall provide and administer all chemical applications to the playing fields on the leased premises using a professional service approved by Lessor. This includes any and all herbicides and insecticides which the Clay County Parks and Recreation Division's Turf Technician deems necessary and/or appropriate.
9. Lessee at its own expense is responsible for the collection and disposal of all garbage located on the premises at all times. Lessee shall also provide at its own expense an on-site dumpster for the disposal of the garbage it accumulates.
10. Lessee shall pay all utility costs (electric, fuel, oil, gas, etc.) associated with the leased property within 30 days following Lessor's delivery of a statement therefor.
11. Lessee shall make no unlawful, improper or offensive use of said premises. Lessee shall enforce all posted ordinances and rules as adopted by the Clay County Board of County Commissioners. No alcoholic beverages shall be sold or consumed on the premises.
12. The Lessee must at all times during the term of this lease be eligible to receive tax-deductible charitable contributions as an exempt organization under section 501(c)(3) of the Internal Revenue Code. Proof of eligibility shall be provided to the Division in the form of a copy of the organization's 501(c)(3) Determination Letter provided to it by the IRS. Alternatively, the Lessee

may operate as a subordinate to a central organization which is recognized as tax exempt and which has a group exemption granted by the IRS under section 501(c)(3) of the Internal Revenue Code. In such cases, the Lessee shall provide to the Clay County Division of Parks and Recreation a letter from the central organization confirming that the Lessee is a subordinate organization. The letter shall contain the central organization's Name, Federal Tax Identification Number, Federal Group Tax Exemption Number, Address, and Phone Number. A copy of this letter may be submitted in lieu of a copy of the IRS-issued 501(c)(3) Determination Letter. A copy of one of these letters must be provided to the Division of Parks and Recreation before the Lease can take effect.

13. The Lessee shall each year provide to the Division a copy of its annual IRS Form 990 within 10 days after the date upon which it is due to the IRS.
14. The Lessee shall secure a general liability insurance policy in the minimum amount of \$1,000,000 on the herein described property. The policy shall identify and designate Clay County, a political subdivision of the State of Florida whose mailing address is P.O. Box 1366, Green Cove Springs, Florida, 32043; the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interest may appear, as "Additional Insured". This policy shall, at a minimum, cover all claims associated with the official, sanctioned, supervised and scheduled activities of the Lessee. Liability policies are required of all athletic programming offered by Lessee. Lessee shall provide proof of general liability insurance coverage to the Division no less than 30 days prior to the beginning of all official seasons.
15. The Lessee shall also secure sufficient accident insurance coverage on any and all participants using said premises for the organized activities. Lessee shall provide proof of accident insurance coverage to Division no less than 30 days prior to the beginning of all official seasons.
16. Lessee shall annually conduct Level 1 Background checks in compliance with Florida Statutes Section 435.03 for any person acting in a role where they interact with children. Lessee shall keep records of the results of all background checks. These records shall be made available to Lessor upon request by the County for auditing purposes.
17. Lessee shall adopt and follow standards and procedures for child abuse prevention which conform to Florida Statutes Section 943.0438.
18. Lessor shall provide Lessee with codes and keys and combinations to locks on access gates, buildings, and supporting facilities to the property. Lessor shall have the right to enter upon the above-described facilities at any and all reasonable times for the purpose of inspecting premises, making alterations or repairs to any and all of the buildings located thereon and for the purpose of permitting the same. The Lessee shall not change or remove any of the locks.
19. Lessee agrees that upon expiration of this lease, premises are to be given up in as good condition in all respects as it is now tendered to you, reasonable wear and tear excepted.
20. This lease shall be binding upon the parties hereto. Failure to comply with Sections 11 through 16 above shall constitute a default on the obligations of and by Lessee and shall cause automatic termination of this lease. Lessor, at its sole discretion, may grant Lessee a time certain by which Lessee may cure any default and be reinstated. This lease may be cancelled by either party upon 30 days notice with or without cause. Should the lease be cancelled by either party under the provisions of this section, Lessee will have 10 business days to vacate the premises. Further, any

cancellation of this lease shall not serve to relieve the Lessee of any monies owed to the Lessor as a result of the failure to maintain or repair the facilities for which Lessee is responsible under this lease.

21. Lessee shall defend, protect, indemnify and hold harmless Lessor and all its principals, employees, officers, agents and servants 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 Lessor or any of them by reason of injury to the persons or property of others, including any invitee or licensee of the Lessee, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to the Lessee in the performance of its duties and obligations under this Agreement and/or its use of the premises, or to any of the Lessee's employees, invitees, licensees, officers, agents, servants, or subcontractor of the Lessee.
22. Lessor does not warrant its title to the premises leased hereby.

IN WITNESS WHEREOF, the parties hereunder have caused this lease to have been executed on their behalf as of the day and year first above written.

**COUNTY:**

ATTEST FOR THE COUNTY:

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

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

By: \_\_\_\_\_  
Wayne Bolla  
Its Chairman

**LESSEE:**

Clay County Soccer Club, Inc.  
a Florida Not-for-profit corporation.

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



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, March 21 10:00 AM

TO: Finance and Audit Committee

DATE: 3/9/2017

FROM: Administrative and  
Contractual Services

SUBJECT: Approval of the Lease Agreement with the Police Athletic League of Clay County, Inc., regarding Walter Odum Community Park, 450 Parkwood Drive, Orange Park, with the lease period ending December 31, 2026 and the lease amount of \$1.00 per year. Funding Source: Not Applicable (J. Householder)

AGENDA ITEM TYPE:

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BACKGROUND INFORMATION:

It was determined that the name on the original Lease Agreement (#2015/2016-74) contained the name of "Clay County Police Activities League, Inc.," which by virtue of this lease document will correct the name to reflect that of "Police Athletic League of Clay County, Inc." All other terms and conditions remain the same.

Is Funding Required (Yes/No):

**No**

If Yes, Was the item budgeted

(Yes/No/N/A):

**No**

Funding Source: Not Applicable

Sole Source (Yes/No):

**No**

Advanced Payment

(Yes/No):

**No**

Planning Requirements:

Public Hearing Required (Yes/No):

**No**

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ▣ Lease Agreement-Police Athletic League of Clay County, Inc.

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/14/2017 - 8:56 AM	
County Manager	Kopelousos, Stephanie	Approved	3/16/2017 - 8:01 AM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BOCC FIN 3-21-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	February 16, 2017	
Staff Member Preparing Form:	Lynn Higgs	
Department Submitting Contract:	Parks and Recreation	
Vendor Name:	Police Athletic League of Clay County, Inc.	
Contract Title:	Agreement/Contract #16/17 - _____, Lease between BOCC and Athletic Association, Police Athletic League of Clay County, Inc., for purpose of conducting youth activities at Walter Odum Park.	
<b>SUMMARY (TO BE COMPLETED BY DEPARTMENT)</b>		
1. New Contract	Y	N
2. Renewal/Amend./Supplement	Y	N
3. Sole Source ** (explain below)	Y**	N
4. Quotes/bid policy met	Y	N
5. Need to waive bid policy	Y	N
6. Automatic renewal	n/a	N
7. Standard Addendum Executed	Y	N
8. Advance Payment Required	Y	N
9. Contract Amount (*Detail negotiation efforts below)	\$1.00 year	
10. Last Year's Price (*If increase explain below)	N/A	
11. Date of Original Contract	February 23, 2016	
12. Number of Renewals	N/A	
13. Length of Term	Through December 31, 2026	
<b>Requested Action:</b> Approval of new Lease Agreement, with the same terms; name change only. Change to Police Athletic League of Clay County.		
<b>Funding Source</b>		
Account Number: N/A	<b>Background/Purpose:</b> It was determined that the name on the original Lease (2015/2016-74) has the incorrect name of Clay County Police Activities League, Inc. Many supporting	
Account Name: N/A	documents including the IRS Letter of Determination, Bi-Laws, and COI, etc. are under the name of Police Athletic League of Clay County, Inc.	

### Approvals

Purchasing:	No Changes	With Changes
Review Date:	✓	

Recommended Changes: \*Since you're really just correcting the vendor name, do you want to keep the lease period as January 1, 2016 - December 31, 2026 (seeing that they have been occupying the space since January 1, 2016)? See note below about filling in commencement date... unless they recently changed their name...

Budget:	No Changes	With Changes
Review Date:	✓	

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

Finance:	No Changes	With Changes
Review Date:	✓	

County Attorney:	No Changes	With Changes
Review Date:	✓	

→ Remember to fill in Commencement date - April 1, 2017?

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

RECEIVED  
PURCHASING DIVISION  
2017 FEB 22 A 11:48  
CLAY COUNTY BOARD OF COMMISSIONERS

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BOC FIN 3-21-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	February 28, 2017	
Staff Member Preparing Form:	Lynn Higgs	
Department Submitting Contract:	Parks and Recreation	
Vendor Name:	Police Athletic League of Clay County, Inc.	
Contract Title:	Agreement/Contract #16/17 - _____, Lease between BOCC and Athletic Association, Police Athletic League of Clay County, Inc., for purpose of conducting youth activities at Walter Odum Park.	
<b>SUMMARY (TO BE COMPLETED BY DEPARTMENT)</b>		
1. New Contract	Y	N 9. Contract Amount (*Detail negotiation efforts below) \$1.00 year
2. Renewal/Amend./Supplement	Y	N 10. Last Year's Price (*If increase explain below) N/A
3. Sole Source ** (explain below)	Y**	N 11. Date of Original Contract February 23, 2016
4. Quotes/bid policy met N/A	Y	N 12. Number of Renewals N/A
5. Need to waive bid policy	Y	N 13. Length of Term Through December 31, 2026
6. Automatic renewal	n/a	N
7. Standard Addendum Executed	Y	N <b>Requested Action:</b> Approval of new Lease Agreement, with the same terms; name change only. Change to Police Athletic League of Clay County, Inc.
8. Advance Payment Required	Y	N
<b>Funding Source</b> Account Number: N/A		<b>Background/Purpose:</b> It was determined that the name on the original Lease (2015/2016-74) has the incorrect name of Clay County Police Activities League, Inc. Many supporting documents including the IRS Letter of Determination, Bi-Laws, and COI, etc. are under the name of Police Athletic League of Clay County, Inc.
Account Name: N/A		

### Approvals

Purchasing:	No Changes	With Changes
Review Date:		

Recommended Changes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Budget:	No Changes	With Changes
Review Date:		

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Finance:	No Changes	With Changes
Review Date:		

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

\_\_\_\_\_

\_\_\_\_\_

County Attorney:	No Changes	With Changes
Review Date:		

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

\_\_\_\_\_

Clay County

Agreement/Contract # \_\_\_\_\_

Lease

This lease made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between Clay County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called the Lessor, and **Police Athletic League of Clay County, Inc.**, a Florida not-for-profit corporation, hereinafter called the Lessee.

WITNESSETH, that in consideration of the sum of \$1 per year due and payable at the beginning of each year for the term's duration, and in consideration of the covenants hereinafter contained in this Lease to be performed by the Lessee, the Lessor does hereby let, lease and demise unto the Lessee, the following described property lying and being in Clay County Florida, to wit:

**(Walter Odum Community Park – 450 Parkwood Drive, Orange Park)**

TO HAVE AND TO HOLD the premises aforesaid unto the said Lessee for a term commencing on January 1, 2016 and ending on December 31, 2026. This lease is renewable with the mutual agreement of the parties at any time within 120 days prior to the expiration of this agreement. Any prior agreements in effect at the time that this agreement is executed shall become null and void.

IT IS SPECIFICALLY AGREED:

1. Lessee desires use of the facilities described above for organized youth athletic activities in which teams belonging to Lessee's organization are participating. Lessor is willing to reserve these facilities for such purposes on a non-exclusive basis. Lessee's use of these facilities on a non-exclusive basis is strictly contingent upon approval of Lessee's seasonal and post-season schedules by the Clay County Division of Parks and Recreation ("the Division"). Said schedules shall be provided to the Division no less than 10 business days prior to the start of any season.
2. Lessee may sub-lease or otherwise allow the property described above to be used by any other person, organization or entity for any reason. Lessee may charge sub-Lessees amounts no greater than that which is necessary to recover the Lessee's operating costs incurred during the term of the sub-lease. Lessee is responsible to ensure that all sub-lessees meet the same obligations and requirements to operate at this facility as are imposed on the Lessee under the terms of this agreement. All sub-lease agreements, including any included pricing agreements, must be submitted to the County Parks and Recreation Division and approved by the County Manager prior to any such agreement taking effect.
3. The above-described facility shall be available for use by the general public on a first-come, first-served basis at any time said facility is not otherwise scheduled for use by Lessee or other persons, organizations or entities party to any sub-lease agreements with the Lessee. However, Lessee has

the right to close to the public the entire facility, or any portion thereof, whenever in the Lessee's judgment use by the general public would harm the material condition of playing surfaces.

4. Lessee shall provide Lessor with a list of all Lessee's Board Members and Officers, along with those persons', Phone Numbers, email and physical addresses. Said list shall be provided to the Division of Parks and Recreation (the Division) prior to this lease taking effect. Lessee shall update this list within 10 business days of any changes.
5. Lessee shall provide Lessor with a copy of Lessee's organizing documents and by-laws (if separately maintained) prior to this lease taking effect, and shall promptly notify the Lessor of any changes thereto during the term of this lease.
6. Lessee shall not make any improvements and/or alterations to the grounds, facilities or buildings located on the above described property without first obtaining the written consent of Lessor. Any and all improvements and/or alterations shall be and become the property of Lessor. Lessee shall ensure that all facilities are maintained sanitary and in good working order. Lessee shall provide at its expense any and all supplies necessary for the operation, maintenance and cleanliness of all concession areas and restroom facilities while such are being used by Lessee under the terms of this agreement.
7. Lessee shall be responsible for all routine upkeep and maintenance of all grassed and clay fields to include football, soccer, baseball fields and common areas. Repairs to and maintenance of fencing, buildings, and support facilities, to include physical plant systems (such as Heating, A/C, Lighting, Plumbing, Electrical, etc.), shall be the responsibility of Lessor. Lessor shall also maintain control and supervision of any irrigation systems located on the property and shall perform all repairs and maintenance necessary to the good working order of any such system. Irrigation controllers shall be utilized for nightly watering of playing areas only. Lessee is not permitted to make any alterations to the irrigation system, including to the sprinkler heads and/or controllers. Damage to irrigation systems that are determined to be at the fault of Lessee shall be repaired at the sole expense of the Lessee.
8. Lessee shall provide and administer all chemical applications to the playing fields on the leased premises using a professional service approved by Lessor. This includes any and all herbicides and insecticides which the Clay County Parks and Recreation Division's Turf Technician deems necessary and/or appropriate.
9. Lessee at its own expense is responsible for the collection and disposal of all garbage located on the premises at all times. Lessee shall also provide at its own expense an on-site dumpster for the disposal of the garbage it accumulates.
10. Lessee shall pay all utility costs (electric, fuel, oil, gas, etc.) associated with the leased property within 30 days following Lessor's delivery of a statement therefor.
11. Lessee shall make no unlawful, improper or offensive use of said premises. Lessee shall enforce all posted ordinances and rules as adopted by the Clay County Board of County Commissioners. No alcoholic beverages shall be sold or consumed on the premises.
12. The Lessee must at all times during the term of this lease be eligible to receive tax-deductible charitable contributions as an exempt organization under section 501(c)(3) of the Internal Revenue Code. Proof of eligibility shall be provided to the Division in the form of a copy of the organization's 501(c)(3) Determination Letter provided to it by the IRS. Alternatively, the Lessee

may operate as a subordinate to a central organization which is recognized as tax exempt and which has a group exemption granted by the IRS under section 501(c)(3) of the Internal Revenue Code. In such cases, the Lessee shall provide to the Clay County Division of Parks and Recreation a letter from the central organization confirming that the Lessee is a subordinate organization. The letter shall contain the central organization's Name, Federal Tax Identification Number, Federal Group Tax Exemption Number, Address, and Phone Number. A copy of this letter may be submitted in lieu of a copy of the IRS-issued 501(c)(3) Determination Letter. A copy of one of these letters must be provided to the Division of Parks and Recreation before the Lease can take effect.

13. The Lessee shall each year provide to the Division a copy of its annual IRS Form 990 within 10 days after the date upon which it is due to the IRS.
14. The Lessee shall secure a general liability insurance policy in the minimum amount of \$1,000,000 on the herein described property. The policy shall identify and designate Clay County, a political subdivision of the State of Florida whose mailing address is P.O. Box 1366, Green Cove Springs, Florida, 32043; the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interest may appear, as "Additional Insured". This policy shall, at a minimum, cover all claims associated with the official, sanctioned, supervised and scheduled activities of the Lessee. Liability policies are required of all athletic programming offered by Lessee. Lessee shall provide proof of general liability insurance coverage to the Division no less than 30 days prior to the beginning of all official seasons.
15. The Lessee shall also secure sufficient accident insurance coverage on any and all participants using said premises for the organized activities. Lessee shall provide proof of accident insurance coverage to Division no less than 30 days prior to the beginning of all official seasons.
16. Lessee shall annually conduct Level 1 Background checks in compliance with Florida Statutes Section 435.03 for any person acting in a role where they interact with children. Lessee shall keep records of the results of all background checks. These records shall be made available to Lessor upon request by the County for auditing purposes.
17. Lessee shall adopt and follow standards and procedures for child abuse prevention which conform to Florida Statutes Section 943.0438.
18. Lessor shall provide Lessee with codes and keys and combinations to locks on access gates, buildings, and supporting facilities to the property. Lessor shall have the right to enter upon the above-described facilities at any and all reasonable times for the purpose of inspecting premises, making alterations or repairs to any and all of the buildings located thereon and for the purpose of permitting the same. The Lessee shall not change or remove any of the locks.
19. Lessee agrees that upon expiration of this lease, premises are to be given up in as good condition in all respects as it is now tendered to you, reasonable wear and tear excepted.
20. This lease shall be binding upon the parties hereto. Failure to comply with Sections 11 through 16 above shall constitute a default on the obligations of and by Lessee and shall cause automatic termination of this lease. Lessor, at its sole discretion, may grant Lessee a time certain by which Lessee may cure any default and be reinstated. This lease may be cancelled by either party upon 30 days notice with or without cause. Should the lease be cancelled by either party under the provisions of this section, Lessee will have 10 business days to vacate the premises. Further, any

cancellation of this lease shall not serve to relieve the Lessee of any monies owed to the Lessor as a result of the failure to maintain or repair the facilities for which Lessee is responsible under this lease.

21. Lessee shall defend, protect, indemnify and hold harmless Lessor and all its principals, employees, officers, agents and servants 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 Lessor or any of them by reason of injury to the persons or property of others, including any invitee or licensee of the Lessee, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to the Lessee in the performance of its duties and obligations under this Agreement and/or its use of the premises, or to any of the Lessee's employees, invitees, licensees, officers, agents, servants, or subcontractor of the Lessee.
22. Lessor does not warrant its title to the premises leased hereby.

IN WITNESS WHEREOF, the parties hereunder have caused this lease to have been executed on their behalf as of the day and year first above written.

**COUNTY:**

**ATTEST FOR THE COUNTY:**

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

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

By: \_\_\_\_\_  
Wayne Bolla  
Its Chairman

**LESSEE:**

**Police Athletic League of Clay County, Inc.**  
a Florida Not-for-profit corporation.

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



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, March 21 10:00 AM

TO: Finance and Audit Committee

DATE: 3/9/2017

FROM: Administrative and  
Contractual Services

SUBJECT: Approval of the Lease Agreement with the Middleburg Association of Athletics, Inc., regarding Omega Park, 4317 County Road 218, Middleburg, with the lease period ending December 31, 2019 and the lease amount of \$1.00 per year. Funding Source: Not Applicable (J. Householder)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

The Middleburg Association of Athletics, Inc. will organize youth athletic activities at Omega Park. The Parks and Recreation staff have received and reviewed all necessary compliance documents, and have found them to be adequate to meet the requirements stated in the Lease Agreement.

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

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

Funding Source: Not Applicable

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

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

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

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ▣ Lease Agreement-Middleburg Association of Athletics, Inc.-Omega Park

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/14/2017 - 8:55 AM	
County Manager	Kopelousos, Stephanie	Approved	3/16/2017 - 8:01 AM	

# RECEIVED

FEB 16 2017

Clay County Attorney's Office		<b>AGREEMENT/CONTRACT REVIEW FORM</b>		MEETING DATE BCC FIN 3-21-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED				
DATE:	December 28, 2016			
Staff Member Preparing Form:	Lynn Higgs			
Department Submitting Contract:	Parks and Recreation <del>Atlanta</del> Athletics Inc.			
Vendor Name:	Middleburg Association of Athletes (formerly Middleburg Athletic Association)			
Contract Title:	Lease Agreement – Middleburg Association of Athletes/Omega Park and CCBOCC			
<b>SUMMARY (TO BE COMPLETED BY DEPARTMENT)</b>				
1. New Contract	Y	N	9. Contract Amount (*Detail negotiation efforts below)	\$1.00 Revenue
2. Renewal/Amend./Supplement	Y	N	10. Last Year's Price (*If increase explain below)	N/A
3. Sole Source ** (explain below)	Y**	N	11. Date of Original Contract	N/A
4. Quotes/bid policy met	n/a	N	12. Number of Renewals	N/A
5. Need to waive bid policy	Y	N	13. Length of Term	01/01/2017 – 12/31/2019
6. Automatic renewal	n/a	N	<b>Requested Action:</b> Approval of Middleburg Association of Athletes to enter into a 3 year lease with CCBOCC to organize youth athletic activities at Omega Park.	
7. Standard Addendum Executed	Y	N		
8. Advance Payment Required	Y	N		
<b>Funding Source</b>	<b>Background/Purpose:</b> Parks and Recreation staff have received and reviewed all necessary compliance documents, and have found them to be adequate to meet the requirements stated in the lease agreement.			
Account Number:	N/A			
Account Name:	N/A			

## Approvals

Purchasing:	No Changes	With Changes
Review Date:		
2-15-17		

Budget:	No Changes	With Changes
Review Date:		
2/15/17	N/A	

Finance:	No Changes	With Changes
Review Date:		
2/16/17	✓	

County Attorney:	No Changes	With Changes
Review Date:		
2-17-17		✓

\*\* Sole Source Explanation:

### Recommended Changes:

\* #8 above deals with whether or not the County is required to make advance payment. FYI  
 \* #13 above: are you wanting to make the lease effective 01/01/17 or when the Board actually approves it?  
 \* See handwritten comment on First page & Section 14.

### \*Price Negotiation Efforts:

changes on p. 1 & 4

FORM REVISED: 6/20/16

\*All comments have been addressed. 2/22

RECEIVED  
 PURCHASING DIVISION  
 2017 FEB 15 A 9:58  
 CLAY COUNTY BOARD OF COMMISSIONERS

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN 3-21-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	February 28, 2017	
Staff Member Preparing Form:	Lynn Higgs	
Department Submitting Contract:	Parks and Recreation	
Vendor Name:	Middleburg Association of Athletics, Inc. (formerly Middleburg Athletic Association)	
Contract Title:	Lease Agreement – Middleburg Association of Athletics, Inc./Omega Park and CCBOCC	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	Y	N 9. Contract Amount (*Detail negotiation efforts below) \$1.00
2. Renewal/Amend./Supplement	Y	N 10. Last Year's Price (*If increase explain below) N/A
3. Sole Source **(explain below)	Y**	N 11. Date of Original Contract N/A
4. Quotes/bid policy met	n/a	N 12. Number of Renewals N/A
5. Need to waive bid policy	Y	N 13. Length of Term 04/01/2017 – 12/31/2019
6. Automatic renewal	n/a	N
7. Standard Addendum Executed	Y	N Requested Action: Approval of Middleburg Association of Athletics, Inc. to enter into a 3 <sup>1</sup> / <sub>3</sub> month lease with CCBOCC to organize youth athletic activities at Omega Park.
8. Advance Payment Required	Y	N
Funding Source	Background/Purpose: Parks and Recreation staff have received and reviewed all necessary compliance documents, and have found them to be adequate to meet the requirements stated in the lease agreement.	
Account Number:	N/A	
Account Name:	N/A	

### Approvals

Purchasing: <i>EH</i>	No Changes	With Changes
Review Date: 3-3-17	✓	

Budget:	No Changes	With Changes
Review Date:		

Finance:	No Changes	With Changes
Review Date:		

County Attorney: <i>EM</i>	No Changes	With Changes
Review Date: 3-8-17		?

Recommended Changes:

\*Price Negotiation Efforts:

\*\* Sole Source Explanation:

Comment: I count a lease term of 33 months.....  
OK 3-9-17

FORM REVISED: 6/20/16

\* All comments have been addressed. *EH*

Clay County

Agreement/Contract # \_\_\_\_\_

Lease

This lease made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between Clay County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called the Lessor, and **Middleburg Association of Athletics, Inc.** a Florida not-for-profit corporation, hereinafter called the Lessee.

WITNESSETH, that in consideration of the sum of \$1 per year due and payable at the beginning of each year for the term's duration, and in consideration of the covenants hereinafter contained in this Lease to be performed by the Lessee, the Lessor does hereby let, lease and demise unto the Lessee, the following described property lying and being in Clay County Florida, to wit:

**(Omega Park – 4317 County Road 218, Middleburg)**

TO HAVE AND TO HOLD the premises aforesaid unto the said Lessee for thirty-three month term commencing on April 1, 2017 and ending on December 31, 2019. This lease is renewable with the mutual agreement of the parties at any time within 120 days prior to the expiration of this agreement. Any prior agreements in effect at the time that this agreement is executed shall become null and void.

IT IS SPECIFICALLY AGREED:

1. Lessee desires use of the facilities described above for organized youth athletic activities in which teams belonging to Lessee's organization are participating. Lessor is willing to reserve these facilities for such purposes on a non-exclusive basis. Lessee's use of these facilities on a non-exclusive basis is strictly contingent upon approval of Lessee's seasonal and post-season schedules by the Clay County Division of Parks and Recreation ("the Division"). Said schedules shall be provided to the Division no less than 10 business days prior to the start of any season.
2. Lessee may not sub-lease or assign its interests in the property to any other person, organization or entity for any reason. Lessee may allow other persons, organizations or entities to use the property on a temporary basis under license by the Lessee only after prior approval by the County Manager. Lessee may not charge any amount beyond its actual cost for licensing temporary use of the property. All charges must be approved in advance by the County Manager. Lessor reserves the right to schedule and enter into agreements for the use of the facilities with other persons, organizations and entities, during any time the facilities have not been scheduled for use by Lessee.
3. The above-described facility shall be available for use by the general public on a first-come, first-served basis at any time said facility is not otherwise scheduled for use by Lessee or other persons, organizations or entities party to other agreements with Lessor.
4. Lessee shall provide Lessor with a list of all Lessee's Board Members and Officers, along with those persons', Phone Numbers, email and physical addresses. Said list shall be provided to the Division

of Parks and Recreation (the Division) prior to this lease taking effect. Lessee shall update this list within 10 business days of any changes.

5. Lessee shall provide Lessor with a copy of Lessee's organizing documents and by-laws (if separately maintained) prior to this lease taking effect, and shall promptly notify the Lessor of any changes thereto during the term of this lease.
6. Lessee shall not make any improvements and/or alterations to the grounds, facilities or buildings located on the above described property without first obtaining the written consent of Lessor. Any and all improvements and/or alterations shall be and become the property of Lessor. Lessee shall ensure that all facilities are maintained sanitary and in good working order while being used by Lessee. Lessee shall provide at its expense any and all supplies necessary for the operation, maintenance and cleanliness of all concession areas and restroom facilities while such are being used by Lessee under the terms of this agreement.
7. Lessor shall be responsible for upkeep and maintenance, including regular mowing of all leased facilities. This includes repairs to buildings, support facilities and physical plant systems (such as Heating, Lighting, Electrical, Plumbing, etc.). Lessor shall also maintain control and supervision of any irrigation systems located on the property and shall perform all repairs and maintenance necessary to the good working order of any such system. Irrigation controllers shall be utilized for nightly watering of playing areas only. Lessee is not permitted to make any alterations to the irrigation system, including to the sprinkler heads and/or controllers. Damage to irrigation systems that are determined to be at the fault of Lessee shall be repaired by the County and the Lessee shall reimburse the County for its expense.
8. Lessor shall provide and administer all chemical applications to the playing fields on the leased premises using a professional service approved by Lessor. This includes any and all herbicides and insecticides which the Division's Turf Technician deems necessary and/or appropriate. Lessee shall not apply any chemical compound to playing fields without the prior express written consent of the Division.
9. Lessee at its own expense is responsible for the collection and disposal of all garbage located on the premises during or associated with its scheduled events. Lessee shall also provide at its own expense an on-site dumpster for the disposal of the garbage it accumulates.
10. Lessee shall pay all utility costs (electric, fuel, oil, gas, etc.) associated with its activities conducted on the premises within 30 days following the Lessor's delivery of a statement therefor.
11. Lessee shall make no unlawful, improper or offensive use of said premises. Lessee shall enforce all posted ordinances and rules as adopted by the Clay County Board of County Commissioners. No alcoholic beverages shall be sold or consumed on the premises.
12. The Lessee must at all times during the term of this lease be eligible to receive tax-deductible charitable contributions as an exempt organization under section 501(c)(3) of the Internal Revenue Code. Proof of eligibility shall be provided to the Clay County Division of Parks and Recreation in the form of a copy of the organization's 501(c)(3) Determination Letter provided to it by the IRS. Alternatively, the Lessee may operate as a subordinate to a central organization which is recognized as tax exempt and which has a group exemption granted by the IRS under section 501(c)(3) of the Internal Revenue Code. In such cases, the Lessee shall provide to the Clay County Division of Parks and Recreation a letter from the central organization confirming that the

Lessee is a subordinate organization. The letter shall contain the central organization's Name, Federal Tax Identification Number, Federal Group Tax Exemption Number, Address, and Phone Number. A copy of this letter may be submitted in lieu of a copy of the IRS-issued 501(c)(3) Determination Letter. A copy of one of these letters must be provided to the Division before the Lease can take effect.

13. Lessee shall provide a copy of its most recently filed IRS Form 990 to the Division before this lease can take effect. Further, The Lessee shall each year provide to the Division of Parks and Recreation a copy of its annual IRS Form 990 within 10 days after the date upon which it is due to the IRS.
14. The Lessee shall secure a general liability insurance policy in the minimum amount of \$1,000,000 on the herein described property. The policy shall identify and designate Clay County, a political subdivision of the State of Florida whose mailing address is P.O. Box 1366, Green Cove Springs, Florida 32043; the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interest may appear, as "Additional Insured". This policy shall, at a minimum, cover all claims associated with the official, sanctioned, supervised and scheduled activities of the Lessee. Liability policies are required of all athletic programming offered by Lessee.
15. The Lessee shall also secure sufficient accident insurance coverage on any and all participants using said premises for the organized activities. Lessee shall provide proof of accident insurance coverage to Division no less than 30 days prior to the beginning of all official seasons.
16. Lessee shall annually conduct Level 1 Background checks in compliance with Florida Statutes, Section 435.03 for any person acting in a role where they interact with children. Lessee shall keep records of the results of all background checks. These records shall be made available to Lessor upon request for auditing purposes.
17. Lessee shall adopt and follow standards and procedures for the prevention of child abuse which conform to Florida Statutes Section 943.0438.
18. Lessor shall provide Lessee with codes, keys and combinations to locks on access gates, buildings, and supporting facilities to the property. Lessor shall have the right to enter upon the above-described facilities at any and all reasonable times for the purpose of inspecting premises, making alterations or repairs to any and all of the buildings located thereon and for the purpose of permitting the same. The Lessee shall not change or remove any of the locks.
19. Lessee agrees that upon expiration of this lease, premises are to be given up in as good condition in all respects as it is now tendered, reasonable wear and tear excepted.
20. This lease shall be binding upon the parties hereto. Failure to comply with Sections 11 through 16 above shall constitute a default on the obligations of and by Lessee and shall cause automatic termination of this lease. Lessor, at its sole discretion, may grant Lessee a time certain by which Lessee may cure any default and be reinstated. This lease may be cancelled by either party upon 30 days notice with or without cause. Should the lease be cancelled by either party under the provisions of this section, Lessee will have 10 business days to vacate the premises. Further, any cancellation of this lease shall not serve to relieve the Lessee of any monies owed to the Lessor as a result of the failure to maintain or repair the facilities for which Lessee is responsible under this lease.

21. Lessee shall defend, protect, indemnify and hold harmless Lessor and all its principals, employees, officers, agents and servants 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 Lessor or any of them by reason of injury to the persons or property of others, including any invitee or licensee of the Lessee, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to the Lessee in the performance of its duties and obligations under this Agreement and/or its use of the premises, or to any of the Lessee's employees, invitees, licensees, officers, agents, servants, or subcontractor of the Lessee.
22. Lessor does not warrant its title to the premises leased hereby.

IN WITNESS WHEREOF, the parties hereunder have caused this lease to have been executed on their behalf as of the day and year first above written.

ATTEST FOR THE COUNTY:

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

**COUNTY:**

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

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

Wayne Bolla  
Its Chairman

**LESSEE:**

Middleburg Association of Athletics, Inc.  
A Florida Not-for-profit corporation

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



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, March 21 10:00 AM

TO: Finance and Audit Committee

DATE: 3/13/2017

FROM: Administrative and  
Contractual Services

**SUBJECT:**

Approval of the following Deed and Easement Instruments for parcel numbers 122.1, 708.1 and 805.1, in favor of the State of Florida Department of Transportation, regarding the widening of State Road 21 (from Black Creek to Alley Murray Road). Funding Source: Not Applicable (D. Smith)

- A) County Deed - Parcel #122.1 (along S.R. 21)
- B) Temporary Easement - Parcel #708.1 (along S.R. 21)
- C) Perpetual Easement - Parcel #805.1 (along S.R. 21)

**AGENDA ITEM TYPE:**

---

**BACKGROUND INFORMATION:**

The State of Florida Department of Transportation is currently in the process of designing and widening State Road 21 from Black Creek to Alley Murray Road and the attached deed/easements are needed to facilitate said design and widening. Part of the project will also realign a portion of Long Bay Road and County Road 220.

<u>Is Funding Required (Yes/No):</u>	<u>If Yes, Was the item budgeted</u>
<b>No</b>	<u>(Yes\No\N/A):</u>
	<b>No</b>

Funding Source: Not Applicable

<u>Sole Source (Yes\No):</u>	<u>Advanced Payment</u>
<b>No</b>	<u>(Yes\No):</u>
	<b>No</b>

Planning Requirements:

Public Hearing Required (Yes\No):

**No**

Hearing Type:

Initiated By:

Not Applicable

**ATTACHMENTS:**

Description

- ☐ A) Deed-Parcel #122.1 (S.R.21)
- ☐ B) Temporary Easement-Parcel #708.1 (S.R.21)
- ☐ C) Perpetual Easement-Parcel #805.1 (S.R.21)
- ☐ Parcel Right of Way Maps

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/14/2017 - 8:44 AM	
County Manager	Kopelousos, Stephanie	Approved	3/16/2017 - 3:21 PM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE Bcc Fin 3-21-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	February 17, 2017	
Staff Member Preparing Form:	Shawn D. Thomas <i>DPS</i>	
Department Submitting Contract:	Engineering	
Vendor Name:	Florida Department of Transportation	
Contract Title:	Deeds for Parcels P122, P708, and P805 for parcel along SR 21 near CR 220 and Long Bay Road	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	(Y) N	9. Contract Amount (*Detail negotiation efforts below) \$0.00
2. Renewal/Amend./Supplement	Y (N)	10. Last Year's Price (*If increase explain below) N/A
3. Sole Source ** (explain below)	Y** (N)	11. Date of Original Contract: N/A
4. Quotes/bid policy met	(Y) N	12. Number of Renewals: N/A
5. Need to waive bid policy	Y (N)	13. Length of Term: N/A
6. Automatic renewal	(n/a) N	Requested Action: Approval of Deeds and Easements
7. Standard Addendum Executed	Y (N)	
8. Advance Payment Required	Y (N)	
Funding Source		
Account Number: N/A	Background/Purpose: The Department is currently in the process of the design of the widening of SR 21 from Black Creek to Alley Murray Rd. Part of the work will realign portion of Long Bay Rd and CR 220.	
Account Name: N/A		

### Approvals

Purchasing: <i>[Signature]</i>	No Changes	With Changes
Review Date: 3-9-17	✓	

Recommended Changes: \_\_\_\_\_

Budget:	No Changes	With Changes
Review Date: _____		

Finance:	No Changes	With Changes
Review Date: _____		

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

County Attorney: <i>[Signature]</i>	No Changes	With Changes
Review Date: 3-1-17	✓	

*Assume legal description have been verified by Engineering, right?*

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

RECEIVED  
PURCHASING DIVISION  
MAR - 2 A 10:15  
ALCO COUNTY BOARD OF COMMISSIONERS

03-BSD.03-Date: January 10, 2017

T. S. No. N/A  
R/W Map Sheet No. 4, 5, 9  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO. 122.1  
SECTION NO. 71070  
F.P. NO. 2082118  
STATE ROAD NO. 21  
COUNTY OF Clay

### COUNTY DEED

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1366, Green Cove Springs, Florida 32043, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Clay County, Florida, more particularly described as:

SEE Exhibit "A", attached hereto and by reference made a part hereof.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

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

Print Name: \_\_\_\_\_  
Clerk (or Deputy Clerk)

Clay County, Florida  
By Its Board of County Commissioners

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its Chairperson  
(or Vice-Chairperson)

**Exhibit "A"**

**Section No. 71070**

**State Road No. 21 (Blanding Blvd.)**

**Clay County**

**F.P. No. 2082118**

**Parcel No. 122**

**Part "A"**

**Fee Simple**

**A Part Of County Road No. 220 (Long Bay Road, A Variable Width Right Of Way) And Lazy Acres Road (A 60 Foot Right Of Way), In The George Branning Donation, Section 37, Township 5 South, Range 24 East, And Section 11, Township 5 South, Range 24 East, All Lying In Clay County, Florida, Being More Particularly Described As Follows:**

**Commence** At The Southwest Corner Of Section 12, Township 5 South, Range 24 East, Clay County, Florida; Thence North 01°29'14" West, Along The Westerly Line Of Said Section 12, A Distance Of 1,430.62 Feet To The Baseline Of Survey Of State Road No. 21 (Blanding Boulevard, A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence North 18°24'32" East, Along Said Baseline Of Survey Of State Road No. 21 (Blanding Boulevard), A Distance Of 972.98 Feet To The Baseline Of Survey Of County Road No. 220 (Long Bay Road, A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence North 18°05'20" West, Along Said Baseline Of Survey Of County Road No. 220 (Long Bay Road), A Distance Of 100.91 Feet To The **Point Of Beginning**; Thence South 18°24'32" West, A Distance Of 86.95 Feet To The Intersection Of The Northwestern Existing Right Of Way Line Of Said State Road No. 21 (Blanding Boulevard), With The Southwesterly Existing Right Of Way Line Of Said County Road No. 220 (Long Bay Road), Being A Curve To The Left, Having A Radius Of 100.00 Feet; Thence Along Said Southwesterly Existing Right Of Way Line, The Following 2 Courses And Distances: 1) Along The Arc Of Said Curve, Through An Angle Of 10°37'31", An Arc Distance Of 18.54 Feet And A Chord Bearing And Distance Of North 12°46'35" West, 18.52 Feet To The Point Of Tangency; 2) North 18°05'20" West, 114.22 Feet To The Southerly Existing Right Of Way Line Of Lazy Acres Road (A 60.00 Foot Right Of Way As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence South 89°59'22" West, Along Said Southerly Existing Right Of Way Line, A Distance Of 291.90 Feet To A Curve To The Left, Having A Radius Of 276.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 13°56'09", An Arc Distance Of 67.13 Feet And A Chord Bearing And Distance Of North 62°59'57" East, 66.97 Feet To A Curve To The Right, Having A Radius Of 45.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 38°29'46", An Arc Distance Of 30.23 Feet And A Chord Bearing And Distance Of North 03°40'58" West, 29.67 Feet To The Northerly Existing Right Of Way Line Of Said Lazy Acres Road; Thence North 89°59'22" East, Along Said Northerly Existing Right Of Way Line, A Distance Of 214.54 Feet To Said Southwesterly Existing Right Of Way Line Of County Road No. 220 (Long Bay Road); Thence North 18°05'20" West, Along Said Southwesterly Existing Right Of Way Line, A Distance Of 209.26 Feet To A Curve To The Right, Having A Radius Of 50.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 81°42'13", An Arc Distance Of 71.30 Feet And A Chord Bearing And Distance Of South 64°21'05" East, 65.41 Feet To The Point Of Curvature Of A Reverse Curve To The Left, Having A Radius Of 121.46 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 21°41'10", An Arc Distance Of 45.97 Feet And A Chord Bearing And Distance Of South 34°20'33" East, 45.70 Feet To The Point Of Curvature Of A Compound Curve To The Left, Having A Radius Of 472.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 05°44'04", An Arc Distance Of 47.24 Feet And A Chord Bearing And Distance Of South 48°03'10" East, 47.22 Feet; Thence North 18°24'32" East, A Distance Of 10.70

Feet To The Northeasterly Existing Right Of Way Line Of Said County Road No. 220 (Long Bay Road); Thence South 18°05'20" East, Along Said Northeasterly Existing Right Of Way Line, A Distance Of 92.47 Feet To The Intersection Of Said Northwesternly Existing Right Of Way Line Of State Road No. 21 (Blanding Boulevard), Thence South 18°24'32" West, A Distance Of 37.94 Feet; Thence South 16°52'30" East, A Distance Of 69.21 Feet; Thence South 18°24'32" West, A Distance Of 26.84 Feet To The **Point Of Beginning**.

Containing: 0.886 Acres, More Or Less.

ALSO

Part "B"

Fee Simple

A Part Of County Road No. 220 (A 100.00 Foot Right Of Way), In The George Branning Donation, Section 37, Township 5 South, Range 24 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southwest Corner Of Section 12, Township 5 South, Range 24 East, Clay County, Florida; Thence North 01°29'14" West, Along The Westerly Line Of Said Section 12, A Distance Of 1,430.62 Feet To The Baseline Of Survey Of State Road No. 21 (Blanding Boulevard, As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence Along Said Baseline Of Survey, The Following 3 Courses And Distances: 1) North 18°24'32" East, Departing Said Westerly Line Of Section 12, 2,821.45 Feet To The Point Of Curvature Of A Curve To The Right, Having A Radius Of 3,819.72 Feet; 2) Northeasterly, Along The Arc Of Said Curve, Through An Angle Of 36°38'48", An Arc Distance Of 2,443.12 Feet And A Chord Bearing And Distance Of North 36°43'56" East, 2401.69 Feet To The Point Of Tangency; 3) North 55°03'20" East, 182.03 Feet To The Baseline Of Survey Of County Road No. 220 (A 100.00 Foot Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence South 88°59'07" West, Along Said Baseline Of Survey Of County Road No. 220, A Distance Of 364.17 Feet To The **Point Of Beginning**; Thence South 39°44'34" West, Departing Said Baseline Of Survey Of County Road No. 220, A Distance Of 66.01 Feet To The Southerly Existing Right Of Way Line Of Said County Road No. 220; Thence South 88°59'07" West, Along Said Southerly Existing Right Of Way Line, A Distance Of 334.71 Feet; Thence North 00°16'18" West, Departing Said Southerly Existing Right Of Way Line, A Distance Of 33.72 Feet; Thence North 89°02'59" East, A Distance Of 270.14 Feet; Thence North 00°58'19" West, A Distance Of 66.59 Feet To The Northerly Existing Right Of Way Line Of Said County Road No. 220; Thence North 88°59'07" East, Along Said Northerly Existing Right Of Way Line, A Distance Of 150.27 Feet; Thence South 39°44'34" West, Departing Said Northerly Existing Right Of Way Line, A Distance Of 66.01 Feet To The **Point Of Beginning**.

Containing: 19,795 Square Feet, More Or Less.

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN 3-21-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	February 17, 2017	
Staff Member Preparing Form:	Shawn D. Thomas <i>DRS</i>	
Department Submitting Contract:	Engineering	
Vendor Name:	Florida Department of Transportation	
Contract Title:	Deeds for Parcels P122, P708, and P805 for parcel along SR 21 near CR 220 and Long Bay Road	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	(Y)	N
2. Renewal/Amend./Supplement	Y	(N)
3. Sole Source ** (explain below)	Y**	(N)
4. Quotes/bid policy met	(Y)	N
5. Need to waive bid policy	Y	(N)
6. Automatic renewal	(n/a)	N
7. Standard Addendum Executed	Y	(N)
8. Advance Payment Required	Y	(N)
9. Contract Amount (*Detail negotiation efforts below) \$0.00		
10. Last Year's Price (*If increase explain below) N/A		
11. Date of Original Contract: N/A		
12. Number of Renewals: N/A		
13. Length of Term: N/A		
Requested Action: Approval of Deeds and Easements		
Funding Source		
Account Number: N/A		
Background/Purpose: The Department is currently in the process of the design of the widening of SR 21 from Black Creek to Alley Murray Rd. Part of the work will realign portion of Long Bay Rd and CR 220.		
Account Name: N/A		

### Approvals

Purchasing: <i>ST</i>	No Changes	With Changes
Review Date: 3-9-17	✓	

Recommended Changes: \_\_\_\_\_

Budget:	No Changes	With Changes
Review Date:		

Finance:	No Changes	With Changes
Review Date:		

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

County Attorney: <i>AY</i>	No Changes	With Changes
Review Date: 3-1-17	✓	

Assume legal description have been verified by Engineering, right?

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

RECEIVED  
PURCHASING DIVISION  
17 MAR - 2 A 10:15  
ALCO COUNTY BOARD OF COMMISSIONERS

08-TE.11-Date: January 10, 2017

This instrument prepared by  
or under the direction of:

David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO. 708.1  
SECTION NO. 71070  
F.P. NO. 2082118  
STATE ROAD NO. 21  
COUNTY OF Clay

### TEMPORARY EASEMENT

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between CLAY COUNTY, a political subdivision of the State of Florida, Post Office Box 1366, Green Cove Springs, Florida 32043, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary construction easement for the purpose of general roadway improvements, drainage, and tying in and harmonizing said property and the driveways, walkways, thereon with the construction to be undertaken by the Department, in State Road No. 21 adjacent thereto, in, upon, over and through the following described land in Clay County, Florida, to-wit:

SEE Exhibit "A", attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of seventy-two (72) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

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

Print Name: \_\_\_\_\_

Ex-Officio Clerk (or Deputy Clerk)

*(Notary Seal)*

Clay County, Florida,  
by Its Board of County Commissioners

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

Print Name: \_\_\_\_\_

Its Chairperson (or Vice-Chairperson)

My Commission Expires: \_\_\_\_\_

**Exhibit "A"**

Section No. 71070  
F.P. No. 2082118

State Road No. 21 (Blanding Blvd.)

Clay County

Parcel No. 708

Temporary Easement

**Part "A"**

A Part Of County Road No. 220 (Long Bay Road, A Variable Width Right Of Way), Lying In The George Branning Donation, Section 37, Township 5 South, Range 24 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southwest Corner Of Section 12, Township 5 South, Range 24 East, Clay County, Florida; Thence North  $01^{\circ}29'14''$  West, Along The Westerly Line Of Said Section 12, A Distance Of 1,430.62 Feet To The Baseline Of Survey Of State Road No. 21 (Blanding Boulevard, A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence North  $18^{\circ}24'32''$  East, Along Said Baseline Of Survey Of State Road No. 21 (Blanding Boulevard), A Distance Of 1,175.39 Feet; Thence North  $71^{\circ}35'28''$  West, A Distance Of 100.00 Feet To The Intersection Of The Northwestern Existing Right Of Way Line Of Said State Road No. 21 (Blanding Boulevard), With The Northeastern Existing Right Of Way Line Of County Road No. 220 (Long Bay Road, A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence North  $18^{\circ}05'20''$  West, Along Said Northeastern Existing Right Of Way Line Of County Road No. 220 (Long Bay Road), A Distance Of 92.47 Feet To The **Point Of Beginning**; Thence South  $18^{\circ}24'32''$  West, A Distance Of 10.70 Feet To A Curve To The Right, Having A Radius Of 472.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of  $05^{\circ}44'04''$ , An Arc Distance Of 47.24 Feet And A Chord Bearing And Distance Of North  $48^{\circ}03'10''$  West, 47.22 Feet To The Point Of Curvature Of A Compound Curve To The Right, Having A Radius Of 121.46 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of  $21^{\circ}41'10''$ , An Arc Distance Of 45.97 Feet And A Chord Bearing And Distance Of North  $34^{\circ}20'33''$  West, 45.70 Feet To The Point Of Curvature Of A Reverse Curve To The Left, Having A Radius Of 50.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of  $81^{\circ}42'13''$ , An Arc Distance Of 71.30 Feet And A Chord Bearing And Distance Of North  $64^{\circ}21'05''$  West, 65.41 Feet To The Southwestern Existing Right Of Way Line Of Said County Road No. 220 (Long Bay Road); Thence North  $18^{\circ}05'20''$  West, Along Said Southwestern Existing Right Of Way Line, A Distance Of 431.11 Feet; Thence North  $71^{\circ}54'40''$  East, A Distance Of 100.00 Feet To Said Northeastern Existing Right Of Way Line Of County Road No. 220 (Long Bay Road); Thence Along Said Northeastern Existing Right Of Way Line, The Following 3 Courses And Distances: 1) South  $18^{\circ}05'20''$  East, 367.16 Feet To A Jog; 2) South  $71^{\circ}54'40''$  West, Along Said Jog, 10.00 Feet; 3) South  $18^{\circ}05'20''$  East, 185.34 Feet To The **Point Of Beginning**.

Containing: 1.086 Acres, More Or Less.

ALSO:

Part "B"

A Part Of Lazy Acres Road (A 60 Foot Right Of Way), Lying In Section 11, Township 5 South, Range 24 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southwest Corner Of Section 12, Township 5 South, Range 24 East, Clay County, Florida; Thence North  $01^{\circ}29'14''$  West, Along The Westerly Line Of Said Section 12, A Distance Of 1,430.62 Feet To The Baseline Of Survey Of State Road No. 21 (Blanding Boulevard, As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence North  $18^{\circ}24'32''$  East, Along Said Baseline Of Survey Of State Road No. 21 (Blanding Boulevard), A Distance Of 972.98 Feet To The Baseline Of Survey Of County Road No. 220 (Long Bay Road, A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section No. 71070, F.P. No. 2082118); Thence North  $18^{\circ}05'20''$  West, Along Said Baseline Of Survey Of County Road No. 220 (Long Bay Road), A Distance Of 210.48 Feet; Thence South  $89^{\circ}59'22''$  West, A Distance Of 52.60 Feet To The Intersection Of The Southwesterly Existing Right Of Way Line Of Said County Road No. 220 (Long Bay Road), With The Northerly Existing Right Of Way Line Of Lazy Acres Road ( A 60.00 Foot Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence Continue South  $89^{\circ}59'22''$  West, Along Said Northerly Existing Right Of Way Line Of Lazy Acres Road, A Distance Of 214.54 Feet To A Curve To The Left, Having A Radius Of 45.00 Feet, And To The **Point Of Beginning**; Thence Along The Arc Of Said Curve, Through An Angle Of  $38^{\circ}29'46''$ , An Arc Distance Of 30.23 Feet And A Chord Bearing And Distance Of South  $03^{\circ}40'58''$  East, 29.67 Feet To A Curve To The Right, Having A Radius Of 276.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of  $04^{\circ}55'31''$ , An Arc Distance Of 23.73 Feet And A Chord Bearing And Distance Of South  $58^{\circ}29'38''$  West, 23.72 Feet; Thence South  $89^{\circ}59'22''$  West, A Distance Of 352.27 Feet To The Point Of Curvature Of A Curve To The Right, Having A Radius Of 223.50 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of  $28^{\circ}00'59''$ , An Arc Distance Of 109.29 Feet And A Chord Bearing And Distance Of North  $76^{\circ}00'08''$  West, 108.20 Feet; Thence North  $28^{\circ}00'21''$  East, A Distance Of 42.00 Feet To Said Northerly Existing Right Of Way Line Of Lazy Acres Road And A Curve To The Left, Having A Radius Of 181.50 Feet; Thence Along Said Northerly Existing Right Of Way Line, The Following 2 Courses And Distances: 1) Along The Arc Of Said Curve, Through An Angle Of  $28^{\circ}00'59''$ , An Arc Distance Of 88.75 Feet And A Chord Bearing And Distance Of South  $76^{\circ}00'08''$  East, 87.87 Feet To The Point Of Tangency; 2) North  $89^{\circ}59'22''$  East, 370.60 Feet To The **Point Of Beginning**.

Containing: 19,604 Square Feet, More Or Less.

ALSO:

Part "C"

A Part Of County Road No. 220 (A 100.00 Foot Right Of Way), In The George Branning Donation, Section 37, Township 5 South, Range 24 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Northeast Corner Of The George Branning Donation, Section 37, Township 5 South, Range 24 East, Clay County, Florida; Thence South  $89^{\circ}33'55''$  West, Along The Northerly Line Of Said Section 37, A Distance Of 950.54 Feet To The Baseline Of Survey Of State Road No. 21 (Blanding Boulevard, A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118);

Thence South 55°03'20" West, Departing Said Northerly Line Of Section 37, Along Said Baseline Of Survey Of State Road No. 21 (Blanding Boulevard), A Distance Of 1,907.75 Feet; Thence South 34°56'40" East, Departing Said Baseline Of Survey, A Distance Of 115.00 Feet To A Jog In The Southeasterly Existing Right Of Way Line Of Said State Road No. 21 (Blanding Boulevard); Thence Continue South 34°56'40" East, Along Said Jog, A Distance Of 40.00 Feet To A Curve To The Left, Having A Radius Of 50.00 Feet, And The **Point Of Beginning**; Thence Southwesterly, Departing Said Southeasterly Existing Right Of Way Line, And Along The Arc Of Said Curve, Through An Angle Of 34°53'55", An Arc Distance Of 30.45 Feet And A Chord Bearing And Distance Of South 37°35'21" West, 29.99 Feet; Thence South 55°03'20" West, A Distance Of 136.83 Feet; Thence North 34°56'40" West, A Distance Of 8.85 Feet; Thence North 55°00'15" East, A Distance Of 165.43 Feet To The **Point Of Beginning**.

Containing: 1,302 Square Feet, More Or Less.

ALSO:

Part "D"

A Part Of County Road No. 220 (A 100.00 Foot Right Of Way), In The George Branning Donation, Section 37, Township 5 South, Range 24 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southwest Corner Of Section 12, Township 5 South, Range 24 East, Clay County, Florida; Thence North 01°29'14" West, Along The Westerly Line Of Said Section 12, A Distance Of 1,430.62 Feet To The Baseline Of Survey Of State Road No. 21 (Blanding Boulevard, As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence Along Said Baseline Of Survey, The Following 3 Courses And Distances: 1) North 18°24'32" East, Departing Said Westerly Line Of Section 12, 2,821.45 Feet To The Point Of Curvature Of A Curve To The Right, Having A Radius Of 3,819.72 Feet; 2) Northeasterly, Along The Arc Of Said Curve, Through An Angle Of 36°38'48", An Arc Distance Of 2,443.12 Feet And A Chord Bearing And Distance Of North 36°43'56" East, 2401.69 Feet To The Point Of Tangency; 3) North 55°03'20" East, 182.03 Feet To The Baseline Of Survey Of County Road No. 220 (A 100.00 Foot Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence South 88°59'07" West, Along Said Baseline Of Survey Of County Road No. 220, A Distance Of 364.17 Feet; Thence South 39°44'34" West, Departing Said Baseline Of Survey Of County Road No. 220, A Distance Of 66.01 Feet To The Southerly Existing Right Of Way Line Of Said County Road No. 220; Thence South 88°59'07" West, Along Said Southerly Existing Right Of Way Line, A Distance Of 334.71 Feet To The **Point Of Beginning**; Thence Continue South 88°59'07" West, Along Said Southerly Existing Right Of Way Line, A Distance Of 375.08 Feet; North 00°56'35" West, Departing Said Southerly Existing Right Of Way Line, A Distance Of 100.00 Feet To The Northerly Existing Right Of Way Line Of Said County Road No. 220; Thence North 88°59'07" East, Along Said Northerly Existing Right Of Way Line, A Distance Of 645.59 Feet; Thence South 00°58'19" East, Departing Said Northerly Existing Right Of Way Line, A Distance Of 66.59 Feet; Thence South 89°02'59" West, A Distance Of 270.14 Feet; Thence South 00°16'18" East, A Distance Of 33.72 Feet To The **Point Of Beginning**.

Containing: 1.274 Acres, More Or Less.

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN 3-21-17							
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED									
DATE:	February 17, 2017								
Staff Member Preparing Form:	Shawn D. Thomas <i>SDT</i>								
Department Submitting Contract:	Engineering								
Vendor Name:	Florida Department of Transportation								
Contract Title:	Deeds for Parcels P122, P708, and P805 for parcel along SR 21 near CR 220 and Long Bay Road								
SUMMARY (TO BE COMPLETED BY DEPARTMENT)									
1. New Contract	(Y) N	9. Contract Amount (*Detail negotiation efforts below) \$0.00							
2. Renewal/Amend./Supplement	Y (N)	10. Last Year's Price (*If increase explain below) N/A							
3. Sole Source ** (explain below)	Y** (N)	11. Date of Original Contract: N/A							
4. Quotes/bid policy met	(Y) N	12. Number of Renewals: N/A							
5. Need to waive bid policy	Y (N)	13. Length of Term: N/A							
6. Automatic renewal	(n/a) N								
7. Standard Addendum Executed	Y (N)	Requested Action: Approval of Deeds and Easements							
8. Advance Payment Required	Y (N)								
<table border="1"> <tr> <td rowspan="2">Funding Source</td> <td>Background/Purpose: The Department is currently in the process of the design of the widening of SR 21 from Black Creek to Alley Murray Rd. Part of the work will realign portion of Long Bay Rd and CR 220.</td> </tr> <tr> <td></td> </tr> <tr> <td>Account Number: N/A</td> <td></td> </tr> <tr> <td>Account Name: N/A</td> <td></td> </tr> </table>			Funding Source	Background/Purpose: The Department is currently in the process of the design of the widening of SR 21 from Black Creek to Alley Murray Rd. Part of the work will realign portion of Long Bay Rd and CR 220.		Account Number: N/A		Account Name: N/A	
Funding Source	Background/Purpose: The Department is currently in the process of the design of the widening of SR 21 from Black Creek to Alley Murray Rd. Part of the work will realign portion of Long Bay Rd and CR 220.								
Account Number: N/A									
Account Name: N/A									

### Approvals

Purchasing: <i>ST</i>	No Changes	With Changes
Review Date: 3-9-17	✓	

Recommended Changes: \_\_\_\_\_

Budget:	No Changes	With Changes
Review Date:		

Finance:	No Changes	With Changes
Review Date:		

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

County Attorney: <i>AY</i>	No Changes	With Changes
Review Date: 3-1-17	✓	

*Assume legal descriptions have been verified by Engineering, right?*

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

RECEIVED  
PURCHASING DIVISION  
17 MAR - 2 A 10:15  
COUNTY BOARD OF COMMISSIONERS

07-PE.11-Date: January 10, 2017

T. S. No. N/A  
R/W Map Sheet No. 9  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO. 805.1  
SECTION NO. 71070  
F.P. NO. 2082118  
STATE ROAD NO. 21  
COUNTY OF Clay

### PERPETUAL EASEMENT

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by  
CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1366,  
Green Cove Springs, Florida 32043, grantor, to the STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors  
and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00)  
and other valuable considerations paid, the receipt and sufficiency of which is hereby  
acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement  
for the purpose of constructing and maintaining a stormwater drainage system, in, over, under, upon  
and through the following described land in Clay County, Florida, to wit:

SEE Exhibit "A", attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its  
name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said  
Board, the day and year aforesaid.

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

Print Name: \_\_\_\_\_  
Clerk (or Deputy Clerk)

Clay County, Florida,  
By Its Board of County Commissioners

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

Print Name: \_\_\_\_\_  
It's Chairperson (or Vice-Chairperson)

## Exhibit "A"

Section No. 71070  
F.P. No. 2082118

State Road No. 21 (Blanding Blvd.)

Clay County

Parcel No. 805

Perpetual Easement

A Part Of Section 11, Township 5 South, Range 24 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southwest Corner Of Section 12, Township 5 South, Range 24 East, Clay County, Florida; Thence North  $01^{\circ}29'14''$  West, Along The Westerly Line Of Said Section 12, A Distance Of 1,430.62 Feet To The Baseline Of Survey Of State Road No. 21 (Blanding Boulevard, As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence North  $18^{\circ}24'32''$  East, Departing Said Westerly Line Of Section 12, Along Said Baseline Of Survey Of State Road No. 21 (Blanding Boulevard), A Distance Of 972.98 Feet To The Baseline Of Survey Of County Road No. 220 (Long Bay Road, A Variable Width Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence North  $18^{\circ}05'20''$  West, Departing Said Baseline Of Survey Of State Road No. 21 (Blanding Boulevard), Along Said Baseline Of Survey Of County Road No. 220 (Long Bay Road), A Distance Of 147.36 Feet; Thence South  $89^{\circ}59'22''$  West, Departing Said Baseline Of Survey, A Distance Of 52.60 Feet To The Intersection Of The Southwesterly Existing Right Of Way Line Of Said County Road No. 220 (Long Bay Road), With The Southerly Existing Right Of Way Line Of Lazy Acres Road (A 60.00 Foot Right Of Way As Per Florida Department Of Transportation Right Of Way Map, Section No. 71070, F.P. No. 2082118); Thence Continue South  $89^{\circ}59'22''$  West, Departing Said Intersection, Along Said Southerly Existing Right Of Way Line Of Lazy Acres Road, A Distance Of 291.90 Feet To The **Point Of Beginning**; Thence Continue Along Said Southerly Existing Right Of Way Line, The Following 2 Courses And Distances: 1) South  $89^{\circ}59'22''$  West, 312.83 Feet To The Point Of Curvature Of A Curve To The Right, Having A Radius Of 241.50 Feet; 2) Along The Arc Of Said Curve, Through An Angle Of  $28^{\circ}00'59''$ , An Arc Distance Of 118.09 Feet And A Chord Bearing And Distance Of North  $76^{\circ}00'08''$  West, 116.92 Feet; Thence North  $28^{\circ}00'21''$  East, Departing Said Southerly Existing Right Of Way Line, A Distance Of 18.00 Feet To A Curve To The Left, Having A Radius Of 223.50 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of  $28^{\circ}00'59''$ , An Arc Distance Of 109.29 Feet And A Chord Bearing And Distance Of South  $76^{\circ}00'08''$  East, 108.20 Feet To The Point Of Tangency; Thence North  $89^{\circ}59'22''$  East, A Distance Of 352.27 Feet To A Curve To The Right, Having A Radius Of 276.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of  $09^{\circ}00'38''$ , An Arc Distance Of 43.40 Feet And A Chord Bearing And Distance Of South  $65^{\circ}27'42''$  West, 43.36 Feet To The **Point Of Beginning**.

Containing: 8,057 Square Feet, More Or Less.

SEE SHEET 5

BEGIN PROJECT  
S.R. No. 21  
BLANDING BLVD.  
F.P. No. 2082118  
STA. 158+00.00

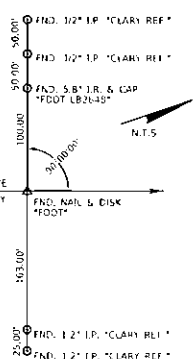
STA. 164+03.92  
S.R. No. 21  
BLANDING BLVD.=  
STA. 10+00.22  
C.R. No. 220

S.R. No. 21  
BLANDING BLVD.  
(VARIABLE WIDTH R/W)  
F.D.O.T. R/W MAP  
SECTION 71070-2517 &  
SECTION 71070-2518

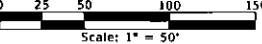
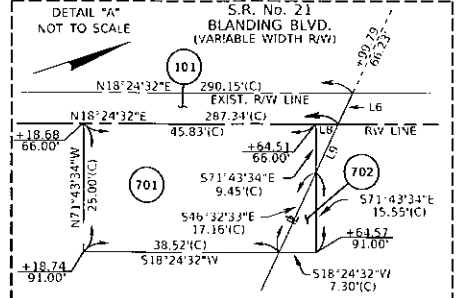
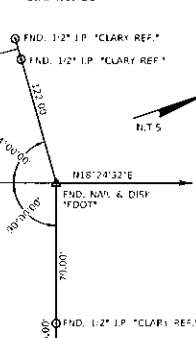
LINE TABLE		
LINE NO.	BEARING	DIMENSION
L1	N18°24'32"E	39.71(C)
L2	N71°35'28"W	10.00(C)
L3	N18°24'32"E	44.00(C)
L4	S71°35'28"E	10.00(C)
L5	S18°24'32"W	44.00(C)
L6	S46°32'33"E	6.62(C)
L7	N71°35'28"W	6.00(C)
L8	N18°24'32"E	4.44(C)
L9	S46°32'33"E	10.43(C)
L10	S71°35'28"W	34.00(C)
L11	S18°24'32"W	40.86(C)
L12	N71°35'28"W	34.69(C)
L13	N18°24'32"E	40.90(C)
L14	N18°24'32"E	34.41(C)
L15	S71°35'28"E	34.00(C)
L16	S18°24'32"W	34.45(C)
L17	S71°35'28"E	6.00(C)
L18	N71°35'28"W	34.00(C)
L19	S71°35'28"E	6.00(C)
L20	N18°24'32"E	3.64(C)
L21	S18°24'32"W	37.94(C)

CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	08°42'20"(C)	100.00(D)	14.90(C)	14.89(C)	S11°44'00"E
C2	02°05'11"(C)	100.00(D)	3.64(C)	3.64(C)	S17°02'45"E
C3	72°25'04"(C)	50.00(C)	63.20(C)	59.07(C)	N68°59'39"W
C4	22°05'25"(C)	252.30(C)	97.27(C)	96.67(C)	S43°49'50"W
C5	10°37'31"(C)	100.00(C)	18.54(C)	18.52(C)	N12°46'35"W

REFERENCES  
P.O.T. STA. 164+50.00  
S.R. No. 21



REFERENCES  
P.O.T. STA. 170+00.00  
S.R. No. 21



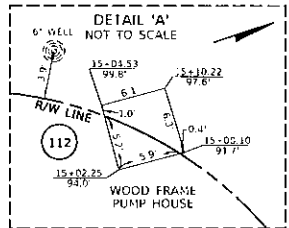
DETAIL SHEET

F.P. No. 2082118 - F.A.P. No. 3151-061-P S.R. No. 21 (BLANDING BLVD.)  
FROM NORTH FORK OF BLACK CREEK NORTHEASTERLY TO ALLIE MURRAY ROAD

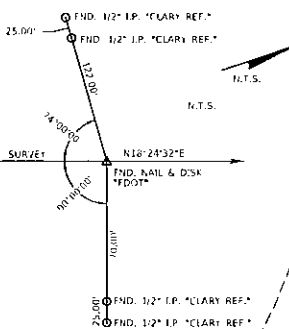
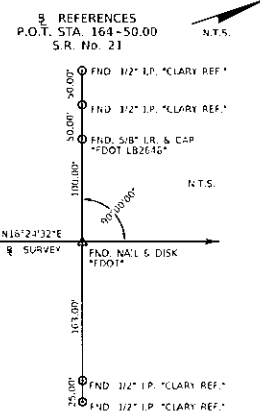
FILE NO. T55-75	THIS MAP IS NOT A SURVEY		SEE SHEET ONE FOR GENERAL NOTES AND LEGEND		CLAY COUNTY, FLORIDA										F.P. No. 2082118 - F.A.P. No. 3151-061-P S.R. No. 21 (BLANDING BLVD.) FROM NORTH FORK OF BLACK CREEK NORTHEASTERLY TO ALLIE MURRAY ROAD								
	RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING	APPROVED BY	DATE	ADD 122A & 703A	RLM	09-18-15						BY	DATE	F.A.P. No. 3151-061-P	SECTION 71070	MAPS PREPARED BY: CLAY & ASSOCIATES, INC. P.O. Box 3151 3831 CROWN POINT ROAD JACKSONVILLE, FL 32257	DATA SOURCE: F.P. No. 822535					
				01/24/15	REV. 112 TO 112A	RLM	09-18-15						PRELIM	J.SHEPARD					08/12/14	STATE ROAD No. 21	CLAY COUNTY	F.P. NO. 2082118	SHEET 4 OF 14
					REV. 114 TO 114A	RLM	09-18-15						FINAL	J.SHEPARD					01/27/15				
			FOR DISTRICT SECRETARY		MIN. DIST. PROJECT LIMITS	RLM	04-08-15						CHECKED	M. COLLIGAN	01/27/15								
					REVISION		DATE																

TOWNSHIP 5 SOUTH, RANGE 24 EAST

LINE TABLE		
LINE NO.	BEARING	DIMENSION
L1	N18°24'32"E	39.71(C)
L2	N71°35'28"W	10.00(C)
L3	N18°24'32"E	44.00(C)
L4	S71°35'28"W	10.00(C)
L5	S18°24'32"W	44.00(C)
L6	N89°59'22"E	09.75(C)
L7	S03°20'03"W	15.68(C)
L8	N89°59'22"E	44.81(C)
L9	S89°59'22"W	30.85(C)
L10	N00°00'38"W	10.00(C)
L11	N89°59'22"E	30.47(C)
L12	S02°12'48"E	10.01(C)
L13	N07°12'48"W	22.43(C)
L14	N89°59'22"E	30.94(C)
L15	S18°05'20"E	20.62(C)
L16	N71°54'40"E	30.00(C)
L17	S18°05'20"E	42.68(C)
L18	S71°54'40"W	10.00(C)
L19	N18°05'20"W	42.68(C)
L20	S18°24'32"W	3.64(C)
L21	N18°24'32"E	37.94(C)
L22	S89°59'22"W	4.27(C)
L23	N05°50'12"E	42.00(C)



CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	08°32'20"(C)	100.00(D)	14.90(C)	14.89(C)	S11°44'00"E
C2	02°05'11"(C)	100.00(D)	3.64(C)	3.64(C)	S17°02'45"E
C3	72°25'01"(C)	50.00(C)	63.20(C)	59.07(C)	S68°59'39"E
C4	22°05'25"(C)	252.30(C)	97.27(C)	96.67(C)	S43°49'50"E
C5	61°01'28"(C)	180.00(C)	191.71(C)	182.78(C)	N48°49'48"E
C6	13°56'09"(C)	276.00(C)	67.13(C)	66.97(C)	N62°59'57"E
C7	38°29'46"(C)	45.00(C)	30.23(C)	29.67(C)	N03°40'58"W
C8	31°11'18"(C)	45.00(C)	24.50(C)	24.19(C)	N31°09'35"E
C9	23°47'48"(C)	441.83(C)	183.50(C)	182.19(C)	N34°51'20"E
C10	51°50'23"(C)	50.00(C)	45.24(C)	43.73(C)	N48°52'37"E
C11	04°55'31"(C)	276.00(C)	33.73(C)	33.72(C)	S58°29'38"W
C12	05°50'50"(C)	223.50(C)	22.81(C)	22.80(C)	N87°05'13"W
C13	05°50'50"(C)	181.50(C)	18.52(C)	18.51(C)	S87°05'13"E
C14	26°00'59"(C)	241.50(C)	118.09(C)	116.92(C)	N76°00'08"W
C15	28°00'59"(C)	223.50(C)	109.29(C)	108.20(C)	S76°00'08"E
C16	09°00'38"(C)	276.00(C)	43.40(C)	43.36(C)	S65°27'42"W
C17	05°25'48"(C)	280.00(C)	31.42(C)	31.41(C)	N51°22'26"E
C18	10°37'31"(C)	100.00(C)	18.54(C)	18.52(C)	N12°46'55"W



BEGIN PROJECT  
S.R. No. 21  
BLANDING BLVD.  
F.P. No. 2082118  
STA. 158+00.00

GEORGE BRANNING  
DONATION  
SECTION 37

STA. 164+03.92  
S.R. No. 21  
BLANDING BLVD.=  
STA. 10+00.22  
C.R. No. 220

S.R. No. 21  
BLANDING BLVD.  
(VARIABLE WIDTH R/W)  
(F.D.O.T. R/W MAP  
SECTION 71070-2517 &  
SECTION 71070-2518)

SOUTHWEST CORNER  
OF SECTION 12  
FND. 4" X 4" CONC. MON.  
"CLARY ASSOC."  
FND. 3.5" X 3.5"  
CONC. MON. NO. 10.  
S89°18'55"E 19.89(C)

THIS MAP IS NOT A SURVEY

SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

CLAY COUNTY, FLORIDA

DETAIL SHEET

F.P. No. 2082118 - F.A.P. No. 3151-061-P S.R. No. 21 (BLANDING BLVD.)  
FROM NORTH FORK OF BLACK CREEK NORTHEASTERLY TO ALLIE MURRAY ROAD

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY MAPPING

APPROVED BY  
FOR DISTRICT SECRETARY

DATE  
01/29/15

ADD 705A & 705B  
REV. 11/20/14 TO 11/20/14  
REV. 11/20/14 TO 11/20/14  
REV. 11/20/14 TO 11/20/14

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F.A.P. No. 3151-061-P

SECTION 71070

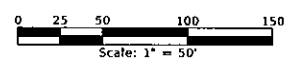
STATE ROAD No. 21

CLAY COUNTY

F.P. No. 2082118

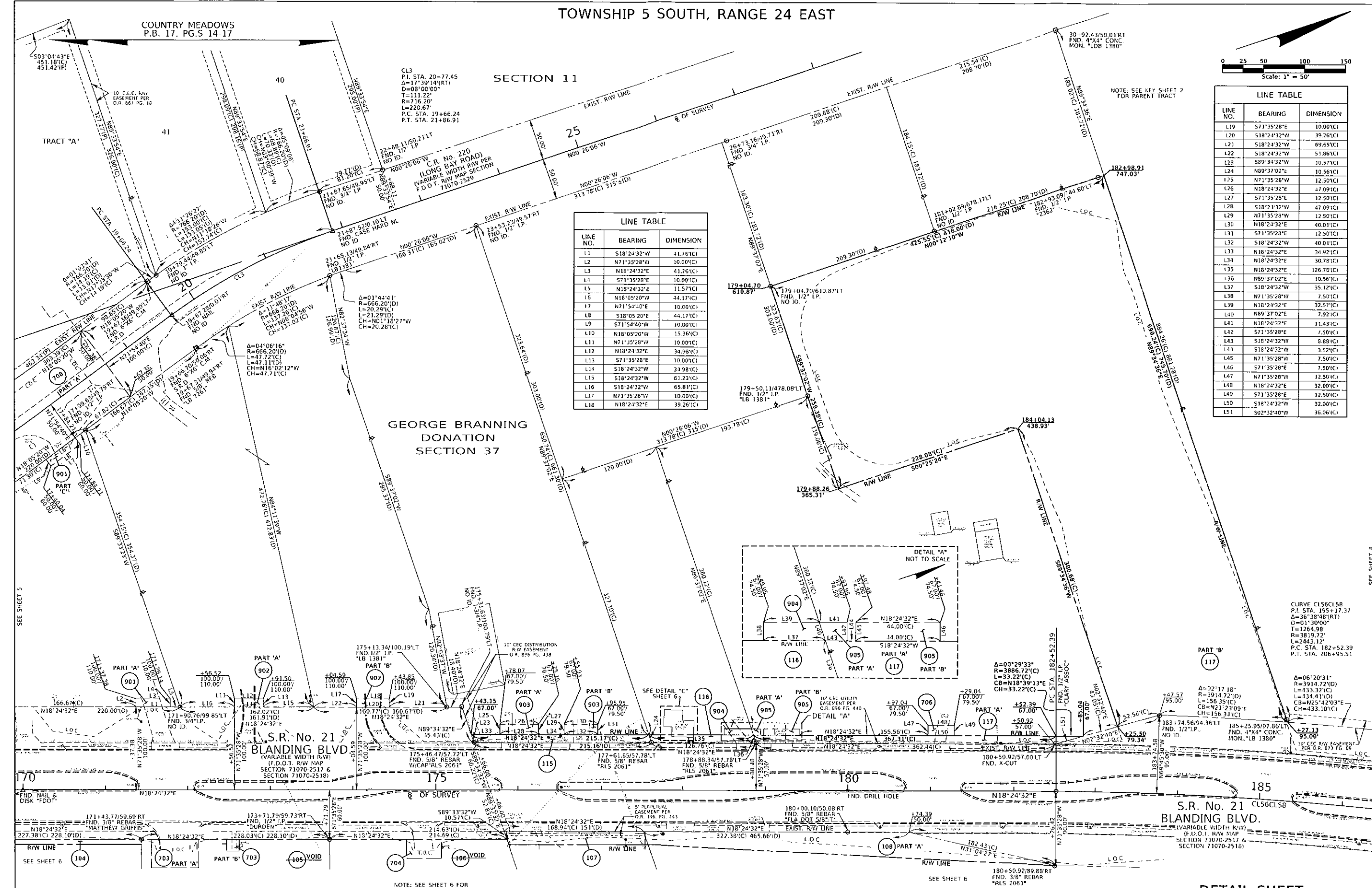
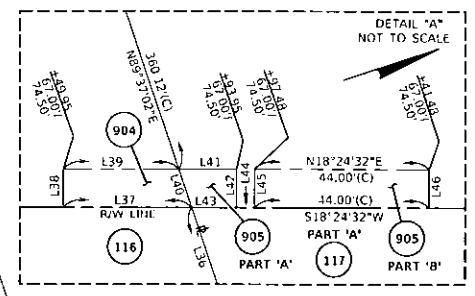
SHEET 5 OF 14

TOWNSHIP 5 SOUTH, RANGE 24 EAST

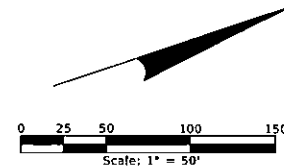


LINE TABLE		
LINE NO.	BEARING	DIMENSION
L19	S71°35'28"E	10.00'(C)
L20	S18°24'32"W	39.26'(C)
L21	S18°24'32"W	69.65'(C)
L22	S18°24'32"W	51.86'(C)
L23	S89°34'32"W	10.57'(C)
L24	N89°37'02"E	10.56'(C)
L25	N71°35'28"W	12.50'(C)
L26	N18°24'32"E	47.09'(C)
L27	S71°35'28"E	12.50'(C)
L28	S18°24'32"W	47.09'(C)
L29	N71°35'28"W	12.50'(C)
L30	N18°24'32"E	40.01'(C)
L31	S71°35'28"E	12.50'(C)
L32	S18°24'32"W	40.01'(C)
L33	N18°24'32"E	34.92'(C)
L34	N18°24'32"E	30.78'(C)
L35	N18°24'32"E	126.75'(C)
L36	N89°37'02"E	10.56'(C)
L37	S18°24'32"W	35.12'(C)
L38	N71°35'28"W	7.50'(C)
L39	N18°24'32"E	32.57'(C)
L40	N89°37'02"E	7.92'(C)
L41	N18°24'32"E	11.43'(C)
L42	S71°35'28"E	7.50'(C)
L43	S18°24'32"W	8.88'(C)
L44	S18°24'32"W	3.52'(C)
L45	N71°35'28"W	7.50'(C)
L46	S71°35'28"E	7.50'(C)
L47	N71°35'28"W	12.50'(C)
L48	N18°24'32"E	32.00'(C)
L49	S71°35'28"E	12.50'(C)
L50	S18°24'32"W	32.00'(C)
L51	S02°32'40"W	35.06'(C)

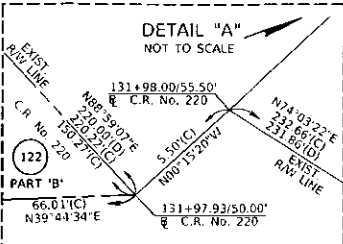
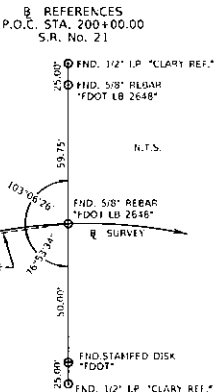
LINE TABLE		
LINE NO.	BEARING	DIMENSION
L1	S18°24'32"W	41.76'(C)
L2	N71°35'28"W	10.00'(C)
L3	N18°24'32"E	41.76'(C)
L4	S71°35'28"E	10.00'(C)
L5	N18°24'32"E	11.57'(C)
L6	N18°05'20"W	44.17'(C)
L7	N71°54'10"E	10.00'(C)
L8	S18°05'20"E	44.17'(C)
L9	S71°54'40"W	10.00'(C)
L10	N18°05'20"W	15.36'(C)
L11	N71°35'28"W	10.00'(C)
L12	N18°24'32"E	34.98'(C)
L13	S71°35'28"E	10.00'(C)
L14	S18°24'32"W	34.98'(C)
L15	S18°24'32"W	61.23'(C)
L16	S18°24'32"W	65.81'(C)
L17	N71°35'28"W	10.00'(C)
L18	N18°24'32"E	39.26'(C)



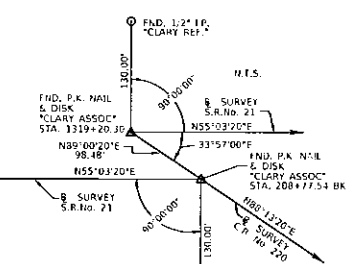
TOWNSHIP 5 SOUTH, RANGE 24 EAST  
GEORGE BRANNING DONATION,  
SECTION 37



NOTE: SEE SHEET 2 FOR  
PARENT TRACT



REFERENCES  
P.I. STA. 208+77.54 BACK/  
P.I. STA. 1319+21.77 AHEAD  
P.I. STA. 1319+20.30  
S.R. No. 21



STA. 1319+20.30  
S.R. No. 21  
(BLANDING BLVD.)=  
STA. 134+20.47  
C.R. No. 220

S.R. No. 21  
BLANDING BLVD.  
(VARIABLE WIDTH R/W PER  
SECTION 1070-2517 &  
SECTION 1070-2518)

STATION EQUATION=  
STA. 1318+21.77 AHEAD=  
STA. 208+77.54 BACK  
S.R. No. 21 (BLANDING BLVD.)

LINE TABLE		
LINE NO.	BEARING	DIMENSION
L1	N35°57'33"E	45.63(C)
L2	N46°04'01"W	38.00(C)
L3	N43°55'59"E	32.00(C)
L4	S46°04'01"E	18.00(C)
L5	N46°11'12"E	8.94(C)

CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	00°28'19"(C)	3884.22(C)	32.00(C)	32.00(C)	S43°55'59"W
C2	02°17'42"(C)	550.00(C)	22.03(C)	22.03(C)	N56°12'11"E
C3	04°19'41"(C)	3884.22(C)	293.46(C)	293.39(C)	N41°31'57"E
C4	04°17'25"(C)	3876.72(C)	290.29(C)	290.22(C)	N41°21'03"E
C5	02°02'43"(C)	210.00(C)	7.50(C)	7.50(C)	N00°21'19"W
C6	31°53'55"(C)	50.00(C)	30.45(C)	29.99(C)	S37°35'21"W

THIS MAP IS NOT A SURVEY

SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

CLAY COUNTY, FLORIDA

DETAIL SHEET

F.P. No. 2082118 - F.A.P. No. 3151-061-P S.R. No. 21 (BLANDING BLVD.)  
FROM NORTH FORK OF BLACK CREEK NORTHEASTERLY TO ALLIE MURRAY ROAD

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY MAPPING

APPROVED BY  
F.A.P. No. 3151-061-P

DATE  
01/27/15

ADD R/W LINE C.R. 220  
REV. 12/15/14  
REV. 12/15/14  
REV. 12/15/14

BY  
M. COLLIGAN

DATE  
01/27/15

REVISION  
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F.A.P. No. 3151-061-P

STATE ROAD No. 21

SECTION 71070

CLAY COUNTY

F.P. No. 2082118

SHEET 9 OF 14



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, March 21 10:00 AM

TO: Finance and Audit Committee

DATE: 3/13/2017

FROM: Karen Thomas,  
Administrative & Contractual Services

**SUBJECT:**

Request approval to post notice of intent and award Bid #16/17-15, Wetland Mitigation Provider for Brannanmill Boulevard Extension to Reinhold Corporation d/b/a Greens Creek Mitigation Bank at a cost of \$37,600.00. Approval will be effective after 72 hour bid protest period has expired. Funding Source: 305-6076-563000 (CIP Fund - Challenger Center Roadway - Infrastructure) (D. Smith)

**AGENDA ITEM TYPE:**

---

**BACKGROUND INFORMATION:**

There are two known approved mitigation banks in the drainage basin fitting for this project. The other district approved bank received a bid package, however did not submit a proposal.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted

(Yes/No/N/A):

**Yes**

Funding Source: CIP Fund - Challenger Center Roadway - Infrastructure

Account # 305-6076-563000 Amount - \$37,600.00

Sole Source (Yes/No):

**No**

Advanced Payment

(Yes/No):

**No**

ATTACHMENTS:

Description

- ▣ Memo - Bid info
- ▣ Greens Creek submittal

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	3/14/2017 - 8:28 AM	
County Manager	Kopelousos, Stephanie	Approved	3/16/2017 - 7:57 AM	

## BID RECOMMENDATION

Bid #16/17-15, Wetland Mitigation Provider for Brannanmill Boulevard Extension

BIDDERS

BID TOTAL

REINHOLD CORP  
DBA GREENS CREEK  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$ 37,600<sup>00</sup>  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

TITLE

SHAWN D. THOMAS  
\_\_\_\_\_  
\_\_\_\_\_

ENGINEERING PROJECT MANAGER  
\_\_\_\_\_  
\_\_\_\_\_

RECOMMENDATION:

STAFF RECOMMENDS AWARDDING THE BID TO THE REINHOLD CORP.  
THIS MITIGATION BANK IS ONE OF THE TWO KNOWN APPROVED  
MITIGATION BANKS IN THE DRAINAGE BASIN FITTING FOR  
THE PROJECT. THIS BID WAS PROPERLY ADVERTISED AND  
INVITATIONS WERE SENT TO THE OTHER APPROVED BANK.

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

THE ONLY OTHER DISTRICT APPROVED BANK DID RECEIVE  
AN INVITATION TO BID. THE QUESTIONED THE REQUIREMENT  
OF THE BID BOND. THIS BID DOES REQUIRE A BID BOND  
AND WE CAN ONLY ASSUME THEY DID NOT WANT TO  
SUBMIT ONE AND CHOSE NOT TO BID.

**BID PROPOSAL FORM**

**Bid # 16/17-15, Wetland Mitigation Provider for Brannanmill Boulevard Extension**

**TOTAL BID PRICE:** \$37,600.00

**TOTAL WRITTEN IN WORDS:** Thirty-Seven Thousand Six Hundred Dollars

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

**INDICATE:** 0.47 (UMAM) Uniform Mitigation Assessment Method  
0 (WRAP) Wetland Rapid Assessment Procedure

**SHOULD CHANGES BE NEEDED, A PER STATE AND FEDERAL CREDIT**  
**\$** 80,000.00 (paired)

**CORPORATE DETAILS**

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

**COMPANY NAME:** Reinhold Corporation

**ADDRESS:** d/b/a Greens Creek Mitigation Bank

1845 Town Center Boulevard, Suite 105

Fleming Island, FL 32003

**TELEPHONE:** (904) 269-5857

**FAX #:** (904) 269-8382

**E-MAIL:** gegan@reinholdcorporation.com

**Name of Person submitting Bid:** George M. Egan

**Title:** President and CEO

**Signature:** 

**Date:** 3/2/17

**ADDENDA ACKNOWLEDGMENT:**

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

# Mitigation Bank Ledger

Permit# 120012-2

Bank Name: Greens Creek Mitigation Bank -  
Phase 1 - UMAM

Basin ID: 4    Community Type: Forested Freshwater    Current Balance: 6.29    Available Balance: 3.67

Transaction Date	Description	Credit Quantity	Debit Quantity	Balance
<b>Released/Purchased Credits</b>				
06-Jan-2012	Credit release for Phase 1, Step 1 of the credit release schedule	73.64		73.64
09-Jan-2012	<u>Parkway Shops (118291-5)</u>		10.01	63.63
15-Mar-2012	Credit Release 2, Phase I, Steps 2 and 3.	72.58		136.21
24-Jan-2013	Phase 1 Step 4 Level 1 Success	7.26		143.47
02-May-2013	<u>Renee's Hideaway (Ltr Mod) (110706-2)</u>		1.21	142.26
18-Jun-2013	Braeutigam Fill and Bulkhead(DEP-0238335-003-ES)		0.03	142.23
02-Aug-2013	<u>SR 23 First Coast Outer Beltway- Segment 3 (113964-2)</u>		129.06	13.17
02-Dec-2013	<u>Chaffee Road Retail (133253-1)</u>		1.53	11.64
27-Feb-2014	<u>Bent Creek - 10532 Innisbrook Drive (17666-14)</u>		0.09	11.55
17-Mar-2014	<u>St Patrick Catholic Church - Mitigation Plan Modification (132877-2)</u>		0.23	11.32
27-Aug-2014	Credit release recalculated according to 120012-2 permit modification, see Mitigation Credits section of TSR for more information.	0.14		11.46
02-Sep-2014	<u>Branan Field Medical and Senior Living Center (125534-2)</u>		0.52	10.94
12-Dec-2014	<u>WalMart at Collins Crossing (135619-1)</u>		4.50	6.44
28-Jan-2015	<u>Anthem Lakes Assisted Living Development (140205-1)</u>		0.09	6.35
25-Mar-2015	<u>San Jose Assisted Living Facility (125825-3)</u>		0.02	6.33
22-Apr-2015	<u>Gate Parkway Apartments (81631-8)</u>		1.54	4.79
28-May-2015	<u>Black Creek Commerce Center (fka Timberlands Development) (96511-3)</u>		1.52	3.27
30-Jul-2015	<u>Wicked Barley Brewery (140669-1)</u>		0.03	3.24
04-Aug-2015	<u>New Berlin Commercial (132286-1)</u>		1.19	2.05
06-Aug-2015	<u>Charter School @ Pine Ridge (140756-1)</u>		0.37	1.68
22-Sep-2015	Rudnick Residential Fence(FDEP 0328242-002-EG)		0.01	1.67
25-Sep-2015	Phase 2, Step 5, Level 2 Success	7.26		8.93
05-Jan-2016	<u>Chandler's Crossing West (139496-1)</u>		0.03	8.90
08-Jan-2016	Tracie Dix(FDEP 55-338480-001)		0.01	8.89
22-Jan-2016	<u>Ocean Blue Apartments (144494-1)</u>		0.02	8.87
16-Feb-2016	<u>Baptist North Medical Campus Dunn Avenue (110125-4)</u>		1.80	7.07
11-Apr-2016	<u>Jacksonville Humane Society Expansion Phase 1 (37955-3)</u>		0.20	6.87
13-Sep-2016	<u>Jones Road Borrow Pit Haul Road (111525-3)</u>		0.18	6.69
05-Jan-2017	<u>Egret's Landing (98386-3)</u>		0.37	6.32
31-Jan-2017	Fleming Property(FDEP 16-1230)		0.03	6.29
<b>Total Credits &amp; Debits</b>		<u>160.88</u>	<u>154.59</u>	

## Reserved Credits

<u>Audi Dealership - Atlantic Blvd (142702-4)</u>	0.04	6.25
<u>San Jose Estates (146834-1)</u>	0.73	5.52
<u>SunPort Industrial Park - Phase 1 (109305-6)</u>	0.98	4.54
<u>TRAC Trailer Repair Facility (142028-1)</u>	0.34	4.20
<u>Tallow Ridge Subdivision (146951-1)</u>	0.53	3.67

# Mitigation Bank Ledger

**Permit# 120012-2****Bank Name: Greens Creek Mitigation Bank -  
Phase 1 - UMAM****Basin ID: 4    Community Type: Forested Freshwater    Current Balance: 6.29    Available Balance: 3.67**

Transaction Description Date	Credit Quantity	Debit Quantity	Balance
<b>Total Reserved Credits</b>	<u>0.00</u>	<u>2.62</u>	

# Mitigation Bank Ledger

Permit# 120012-2

Bank Name: Greens Creek Mitigation Bank -  
Phase 2 - UMAM

Basin ID: 4 Community Type: Forested Freshwater Current Balance: 100.54 Available Balance: 65.30

Transaction Date	Description	Credit Quantity	Debit Quantity	Balance
<b>Released/Purchased Credits</b>				
27-Sep-2013	Phase 2 initial credit release - 116.15 UMAM credits	116.15		116.15
03-Jan-2014	<u>Interstate 95 Interchange with State Road 202 Operational Improvements (18228-11)</u>		7.17	108.98
27-Aug-2014	Credit release recalculated according to 120012-2 permit modification, see Mitigation Credits section of TSR for more information.	-15.70		93.28
30-Dec-2014	<u>SR 23 Branran Field/Chaffee Road extension (I-10/US90) (97095-4)</u>		24.28	69.00
19-Mar-2015	<u>Vak Pak (140688-1)</u>		0.46	68.54
21-May-2015	<u>New Berlin Road Center (94477-2)</u>		2.30	66.24
06-Aug-2015	<u>SR 23 Branran Field/Chaffee Road extension (I-10/US90) (97095-4)</u>		0.06	66.18
27-Aug-2015	<u>BRT North Corridor, Park-n-Ride Facility (100347-3)</u>		1.63	64.55
04-Sep-2015	<u>Edgewater Landing (140249-2)</u>		0.18	64.37
25-Sep-2015	Phase 2, Step 2, Pine removal, thinning, and removal of beds and furrows.	41.22		105.59
01-Oct-2015	<u>Oxford Estates Phases 2 &amp; 3 (134158-3)</u>		0.79	104.80
02-May-2016	<u>Simpson Yard Expansion Project (147005-1)</u>		0.36	104.44
13-May-2016	<u>5 Palms Reserve Subdivision (145154-1)</u>		0.33	104.11
26-Jul-2016	<u>Project Duval aka Broward Distribution Center (117645-3)</u>		1.65	102.46
11-Aug-2016	<u>Old Kings Plantation Phase 3 (96558-5)</u>		1.45	101.01
07-Sep-2016	<u>Imeson Boulevard Extension (17189-21)</u>		0.23	100.78
08-Sep-2016	<u>Project Duval/Pecan Park Roadway Improvements (117645-4)</u>		0.24	100.54
<b>Total Credits &amp; Debits</b>		<u>141.67</u>	<u>41.13</u>	
<b>Reserved Credits</b>				
	NW Water Treatment Plant(FDEP 16-0363431-001-EI)		0.28	100.26
	Future TBD FDOT projects(Reservation)		34.43	65.83
	<u>Selva Preserve (120212-3)</u>		0.53	65.30
<b>Total Reserved Credits</b>		<u>0.00</u>	<u>35.24</u>	



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- ☐ FWS Field Office
- ☐ NOAA Fisheries Region

Jacksonville ▼

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[Login]

Information on this site is publicly available. Logins are for management use only.

**Credit Ledger Summary**

Last Transaction: Apr 07, 2016

The credit totals shown on the ledger do NOT reflect any credit reservations or pending transactions. It is the responsibility of potential purchasers to contact the Sponsor and obtain written confirmation of credit availability.

Name	Available Credits	Withdrawn Credits	Released Credits	Potential Credits
Wetland				
Palustrine Forested	48.22	54.07	102.29	291.93

**Query Ledger**

**Filter**

To view the filtered ledger, make selections and then click Filter.

[Extended View](#) ☐ No ☐ Yes

[Transaction Type](#) All ▼

[Credit Classification](#) All ▼

[Jurisdiction](#) All ▼

[Permit No](#)

[District Specific Fields](#)



Sales All ▼

Permit All ▼

Posted All ▼

TW = Total Withdrawal Credits






New Icons!

-  View transaction details
-  View transaction details with attached documents

The credit totals shown on the ledger do NOT reflect any credit reservations or pending transactions. It is the responsibility of potential purchasers to contact the Sponsor and obtain written confirmation of credit availability.

**[Credit Ledger for Greens Creek]**

[Download as Excel](#)

View	Type	Jurisdiction	Date ▲	Permittee	Credits	Permits	Credit Classification	Impact HUC	Impact Quantity	TW	Available Credits	Comment	Sales	Permit	Posted
	Init	Federal	11/22/2011		161.98		Palustrine Forested			.00	.00	Phase I credit generation potential.			
	Init	Federal	11/22/2011		55.02		Palustrine Forested			.00	.00	Phase II credit generation potential.			
	Init	Federal	11/22/2011		74.93		Palustrine Forested			.00	.00	Phase III credit generation potential.			
	Rel	Federal	01/17/2012		14.61		Palustrine Forested			.00	14.61	Recorded conservation easement & executed financial documents for Phase I.			
	Rel	Federal	03/21/2012		48.68		Palustrine Forested			.00	63.29	Part 2, Phase 1 credit release based on completion of Forestry			

# BID TABULATION FORM

Bid: 16/17-15

Date: March 7, 2017

Proj: Wetland Mitigation Provider for Brannanmill Boulevard Extension

Time Open: 1:25

Ad: Clay Today, February 9, 2017

Time Close: 1:28

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

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

	Bidder	Bid Bond	Bond Check	W9	Copies	Insurance	Total
1	Reinhold Corp.		1880.00	✓	✓	✓	\$37,600.00
2	aba Greens Creek						
3	Mitigation Bank						
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Staff Assigned to tabulate bids and make recommendations:

Shawn Thomas  
Name

Engineering Project Manager  
Title

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

Bid Opening Witnessed By: Doana Fish  
(BCC)

Paula L...  
Clerk  
Shawn Thomas  
Department Representative

**BID SPECIFICATIONS (As provided by the Engineering Department)**

**Bid # 16/17-15, Wetland Mitigation Provider for Brannanmill Boulevard Extension**

In order to provide wetland mitigation for the proposed Brannanmill Boulevard Extension in Clay County all prospective bidders must meet the following qualifications:

- Provider **must possess** valid mitigation bank permit issued by both the St. Johns River Water Management District (SJRWMD) AND the Department of the Army, Corps of Engineers (ACOE).
- Mitigation banker must be able to provide 0.47 state and federal UMAM (Uniform Mitigation Assessment Method) credits to compensate for unavoidable forested wetland impacts; and,
- Mitigation bank must have a service area that addresses forested wetland impacts within SJRWMD Basin # 4 (Northern St. Johns River & Northern Coastal).

Bid Invitations Sent to the Following Companies for:  
Bid #16/17-15, Wetland Mitigation Provider for Brannanmill Boulevard Extension

---

Florida Mitigation Providers, LLC  
Mitigation Development Services, LLC  
Highlands Ranch Mitigation Bank  
Lower St Johns Mitigation Bank  
Allen Land Group, Inc.  
Star 4 Mitigation Bank  
Riverfront Associates, LLC  
Prime Vendor, Inc.  
Jones Edmunds & Associates, Inc.  
EarthBalance  
ecoGenesis, LLC  
T. G. Utility Company, Inc.  
Construction Journal

**BID PROPOSAL FORM**

**Bid # 16/17-15, Wetland Mitigation Provider for Brannanmill Boulevard Extension**

**TOTAL BID PRICE:** \$37,600.00

**TOTAL WRITTEN IN WORDS:** Thirty-Seven Thousand Six Hundred Dollars

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

**INDICATE:** 0.47 (UMAM) Uniform Mitigation Assessment Method  
0 (WRAP) Wetland Rapid Assessment Procedure

**SHOULD CHANGES BE NEEDED, A PER STATE AND FEDERAL CREDIT**  
**\$** 80,000.00 (paired)

**CORPORATE DETAILS**

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

**COMPANY NAME:** Reinhold Corporation

**ADDRESS:** d/b/a Greens Creek Mitigation Bank

1845 Town Center Boulevard, Suite 105

Fleming Island, FL 32003

**TELEPHONE:** (904) 269-5857

**FAX #:** (904) 269-8382

**E-MAIL:** gegan@reinholdcorporation.com

**Name of Person submitting Bid:** George M. Egan

**Title:** President and CEO

**Signature:** 

**Date:** 3/6/17

**ADDENDA ACKNOWLEDGMENT:**

Bidder acknowledges receipt of the following addendum:

Addendum No.        Date:        Acknowledged by:       

Addendum No.        Date:        Acknowledged by:       

Addendum No.        Date:        Acknowledged by:

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

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

Vendor:

Reinhold Corporation

By:

  
Signature

George M. Egan, President and CEO  
Name and Title

1845 Town Center Boulevard, Suite 105  
Street Address

Fleming Island, FL 32003  
City, State, Zip

3/2/17  
Date

Scrutinized Companies Certification  
[Clay County Bid #16/17-15, Wetland Mitigation Provider for Brannanmill Boulevard Extension]  
]

Name of Company:<sup>1</sup> Reinhold Corporation d/b/a Greens Creek Mitigation Bank

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


(Seal)

Insert Name of Company:

Reinhold Corporation

d/b/a Greens Creek Mitigation Bank

By:

  
George M. Egan

Its President and CEO

<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.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: M1

DATE (MM/DD/YYYY)

01/12/2017

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).

<b>PRODUCER</b> Harden & Associates, Inc. 501 Riverside Ave. Suite 1000 Jacksonville, FL 32202 Jeremy Miller		<b>Phone: 904-354-3785</b> <b>Fax: 904-634-1302</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #: REINH-1</b>	
<b>INSURED</b> Reinhold Corporation 1845 Town Center Blvd Ste 105 Orange Park, FL 32003	<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
	<b>INSURER A : Zenith Insurance Co</b>			<b>13269</b>
	<b>INSURER B : Federal Insurance Company</b>			<b>20281</b>
	<b>INSURER C : Commerce &amp; Industry Ins Co</b>			<b>19410</b>
	<b>INSURER D : Scottsdale</b>			
	<b>INSURER E : Philadelphia Insurance Company</b>			<b>23850</b>
<b>INSURER F :</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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>D</b>	<b>GENERAL LIABILITY</b>			<b>BCS0035894</b>	<b>12/31/2016</b>	<b>12/31/2017</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>Excluded</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
<b>E</b>	<b>AUTOMOBILE LIABILITY</b>			<b>PHPK1595510</b>	<b>12/31/2016</b>	<b>12/31/2017</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$				
<b>C</b>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			<b>88086933</b>	<b>12/31/2016</b>	<b>12/31/2017</b>	EACH OCCURRENCE \$ <b>10,000,000</b>
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ <b>10,000,000</b>
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
							\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>Z071902406</b>	<b>01/13/2017</b>	<b>01/13/2018</b>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ <b>500,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>				
			E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>				
<b>B</b>	<b>Rented Equipment</b>			<b>4546-61-02-EUC</b>	<b>12/31/2016</b>	<b>12/31/2017</b>	Limit <b>100,000</b>

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

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance

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

Nicholas Clemente

© 1988-2009 ACORD CORPORATION. All rights reserved.

# Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>REINHOLD CORPORATION</b>	
	2 Business name/disregarded entity name, if different from above <b>GREENS CREEK MITIGATION BANK</b>	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>1845 TOWN CENTER BOULEVARD, SUITE 105</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>FLEMING ISLAND, FL 32003</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

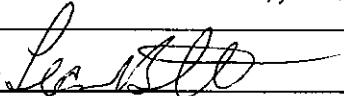
Social security number								
			-			-		
or								
Employer identification number								
5	9	-	0	5	5	5	4	1

## 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 ▶ <b>3/2/2017</b>
--------------	---	------------------------

## 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.

# Mitigation Bank Ledger

Permit# 120012-2

Bank Name: Greens Creek Mitigation Bank -  
Phase 1 - UMAM

Basin ID: 4    Community Type: Forested Freshwater    Current Balance: 6.29    Available Balance: 3.67

Transaction Date	Description	Credit Quantity	Debit Quantity	Balance
------------------	-------------	-----------------	----------------	---------

## Released/Purchased Credits

06-Jan-2012	Credit release for Phase 1, Step 1 of the credit release schedule	73.64		73.64
09-Jan-2012	<u>Parkway Shops (118291-5)</u>		10.01	63.63
15-Mar-2012	Credit Release 2, Phase 1, Steps 2 and 3.	72.58		136.21
24-Jan-2013	Phase 1 Step 4 Level 1 Success	7.26		143.47
02-May-2013	<u>Renee's Hideaway (Ltr Mod) (110706-2)</u>		1.21	142.26
18-Jun-2013	Braeutigam Fill and Bulkhead(DEP-0238335-003-ES)		0.03	142.23
02-Aug-2013	<u>SR 23 First Coast Outer Beltway- Segment 3 (113964-2)</u>		129.06	13.17
02-Dec-2013	<u>Chaffee Road Retail (133253-1)</u>		1.53	11.64
27-Feb-2014	<u>Bent Creek - 10532 Innisbrook Drive (17666-14)</u>		0.09	11.55
17-Mar-2014	<u>St Patrick Catholic Church - Mitigation Plan Modification (132877-2)</u>		0.23	11.32
27-Aug-2014	Credit release recalculated according to 120012-2 permit modification, see Mitigation Credits section of TSR for more information.	0.14		11.46
02-Sep-2014	<u>Branan Field Medical and Senior Living Center (125534-2)</u>		0.52	10.94
12-Dec-2014	<u>WalMart at Collins Crossing (135619-1)</u>		4.50	6.44
28-Jan-2015	<u>Anthem Lakes Assisted Living Development (140205-1)</u>		0.09	6.35
25-Mar-2015	<u>San Jose Assisted Living Facility (125825-3)</u>		0.02	6.33
22-Apr-2015	<u>Gate Parkway Apartments (81631-8)</u>		1.54	4.79
28-May-2015	<u>Black Creek Commerce Center (fka Timberlands Development) (96511-3)</u>		1.52	3.27
30-Jul-2015	<u>Wicked Barley Brewery (140669-1)</u>		0.03	3.24
04-Aug-2015	<u>New Berlin Commercial (132286-1)</u>		1.19	2.05
06-Aug-2015	<u>Charter School @ Pine Ridge (140756-1)</u>		0.37	1.68
22-Sep-2015	Rudnick Residential Fence(FDEP 0328242-002-EG)		0.01	1.67
25-Sep-2015	Phase 2, Step 5, Level 2 Success	7.26		8.93
05-Jan-2016	<u>Chandler's Crossing West (139496-1)</u>		0.03	8.90
08-Jan-2016	Tracie Dix(FDEP 55-338480-001)		0.01	8.89
22-Jan-2016	<u>Ocean Blue Apartments (144494-1)</u>		0.02	8.87
16-Feb-2016	<u>Baptist North Medical Campus Dunn Avenue (110125-4)</u>		1.80	7.07
11-Apr-2016	<u>Jacksonville Humane Society Expansion Phase 1 (37955-3)</u>		0.20	6.87
13-Sep-2016	<u>Jones Road Borrow Pit Haul Road (111525-3)</u>		0.18	6.69
05-Jan-2017	<u>Egret's Landing (98386-3)</u>		0.37	6.32
31-Jan-2017	Fleming Property(FDEP 16-1230)		0.03	6.29

## Total Credits & Debits

160.88	154.59
--------	--------

## Reserved Credits

<u>Audi Dealership - Atlantic Blvd (142702-4)</u>	0.04	6.25
<u>San Jose Estates (146834-1)</u>	0.73	5.52
<u>SunPort Industrial Park - Phase 1 (109305-6)</u>	0.98	4.54
<u>TRAC Trailer Repair Facility (142028-1)</u>	0.34	4.20
<u>Tallow Ridge Subdivision (146951-1)</u>	0.53	3.67

# Mitigation Bank Ledger

**Permit# 120012-2**
**Bank Name: Greens Creek Mitigation Bank -  
Phase 1 - UMAM**
**Basin ID: 4    Community Type: Forested Freshwater    Current Balance: 6.29    Available Balance: 3.67**

Transaction Date	Description	Credit Quantity	Debit Quantity	Balance
	<b>Total Reserved Credits</b>	0.00	2.62	

# Mitigation Bank Ledger

Permit# 120012-2

Bank Name: Greens Creek Mitigation Bank -  
Phase 2 - UMAM

Basin ID: 4    Community Type: Forested Freshwater    Current Balance: 100.54    Available Balance: 65.30

Transaction Date	Description	Credit Quantity	Debit Quantity	Balance
------------------	-------------	-----------------	----------------	---------

## Released/Purchased Credits

27-Sep-2013	Phase 2 initial credit release - 116.15 UMAM credits	116.15		116.15
03-Jan-2014	<u>Interstate 95 Interchange with State Road 202 Operational Improvements (18228-11)</u>		7.17	108.98
27-Aug-2014	Credit release recalculated according to 120012-2 permit modification, see Mitigation Credits section of TSR for more information.	-15.70		93.28
30-Dec-2014	<u>SR 23 Branam Field/Chaffee Road extension (I-10/US90) (97095-4)</u>		24.28	69.00
19-Mar-2015	<u>Vak Pak (140688-1)</u>		0.46	68.54
21-May-2015	<u>New Berlin Road Center (94477-2)</u>		2.30	66.24
06-Aug-2015	<u>SR 23 Branam Field/Chaffee Road extension (I-10/US90) (97095-4)</u>		0.06	66.18
27-Aug-2015	<u>BRT North Corridor. Park-n-Ride Facility (100347-3)</u>		1.63	64.55
04-Sep-2015	<u>Edgewater Landing (140249-2)</u>		0.18	64.37
25-Sep-2015	Phase 2, Step 2, Pine removal, thinning, and removal of beds and furrows.	41.22		105.59
01-Oct-2015	<u>Oxford Estates Phases 2 &amp; 3 (134158-3)</u>		0.79	104.80
02-May-2016	<u>Simpson Yard Expansion Project (147005-1)</u>		0.36	104.44
13-May-2016	<u>5 Palms Reserve Subdivision (145154-1)</u>		0.33	104.11
26-Jul-2016	<u>Project Duval aka Broward Distribution Center (117645-3)</u>		1.65	102.46
11-Aug-2016	<u>Old Kings Plantation Phase 3 (96558-5)</u>		1.45	101.01
07-Sep-2016	<u>Imeson Boulevard Extension (17189-21)</u>		0.23	100.78
08-Sep-2016	<u>Project Duval/Pecan Park Roadway Improvements (117645-4)</u>		0.24	100.54
<b>Total Credits &amp; Debits</b>		<u>141.67</u>	<u>41.13</u>	

## Reserved Credits

NW Water Treatment Plant(FDEP 16-0363431-001-EI)		0.28	100.26
Future TBD FDOT projects(Reservation)		34.43	65.83
<u>Selva Preserve (120212-3)</u>		0.53	65.30
<b>Total Reserved Credits</b>	<u>0.00</u>	<u>35.24</u>	



# RIBITS

## Regulatory In-lieu Fee and Bank Information Tracking System

[Print] [Help on Page]

### Navigation

Home

Mitigation Concepts

Banks & ILF Sites

ILF Programs

Reporting

Bank & ILF Establishment

Assessment Tools

Credit Classifications

Related Sites

Find Credits

Help

### Filter View

[Helpdesk]

☒ USACE District

☐ State

☐ FWS Field Office

☐ NOAA Fisheries Region

Jacksonville ▼

### Optional Login

[Login]

Information on this site is publicly available. Logins are for management use only.

[Bank Info] [Credit Release Schedule] [Cyber Repository] [Existing Banks]

### Credit Ledger Summary

Last Transaction: Apr 07, 2016

The credit totals shown on the ledger do NOT reflect any credit reservations or pending transactions. It is the responsibility of potential purchasers to contact the Sponsor and obtain written confirmation of credit availability.

Name	Available Credits	Withdrawn Credits	Released Credits	Potential Credits
Wetland				
Palustrine Forested	48.22	54.07	102.29	291.93

### Query Ledger

[Filter]

To view the filtered ledger, make selections and then click Filter.

Extended View

☐ No ☐ Yes

Transaction Type

All ▼

Credit Classification

All ▼

Jurisdiction

All ▼

Permit No

[District Specific Fields]

Sales All ▼

Permit All ▼

Posted All ▼

TW = Total Withdrawal Credits

### New Icons!

View transaction details

View transaction details with attached documents

The credit totals shown on the ledger do NOT reflect any credit reservations or pending transactions. It is the responsibility of potential purchasers to contact the Sponsor and obtain written confirmation of credit availability.

### Credit Ledger for Greens Creek

Download as Excel

View	Type	Jurisdiction	Date ▲	Permittee	Credits	Permits	Credit Classification	Impact HUC	Impact Quantity	TW	Available Credits	Comment	Sales	Permit	Posted
	Init	Federal	11/22/2011		161.98		Palustrine Forested			.00	.00	Phase I credit generation potential.			
	Init	Federal	11/22/2011		55.02		Palustrine Forested			.00	.00	Phase II credit generation potential.			
	Init	Federal	11/22/2011		74.93		Palustrine Forested			.00	.00	Phase III credit generation potential.			
	Rel	Federal	01/17/2012		14.61		Palustrine Forested			.00	14.61	Recorded conservation easement & executed financial documents for Phase I.			
	Rel	Federal	03/21/2012		48.68		Palustrine Forested			.00	63.29	Part 2, Phase 1 credit release based on completion of Forestry			

THIS DOCUMENT CONTAINS ULTRAVIOLET FIBERS, CHEMICALLY REACTIVE PAPER, A VOID PANTOGRAPH, MICROPRINT SIGNATURE LINE, BLEED THROUGH NUMBERING AND A WATERMARK ON THE BACK.

**Ameris**  
Bank

464994

REMITTER REINHOLD CORPORATION

03/02/2017

64-175  
612

PAY TO THE  
ORDER OF \*CLAY COUNTY\*

\*\*\*\*\*1,880.00

ONE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS AND ZERO CENTS

DOLLARS



*Margaret Watson*

MP

464994 030217 2020028243

Bid #16/17-15 : Wetland Mitigation on Border for  
Brannanmill Boulevard Extends on Road Opening 3/7/17

RECEIVED  
PURCHASING DIVISION

2017 MAR -3 A 11: 48

CLAY COUNTY BOARD OF  
COMMISSIONERS

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

Receipt for Bid #: 16/17-15

Company Name: Reinhold Corp



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, March 21 10:00 AM

TO: Finance & Audit  
Committee

DATE: 3/15/2017

FROM: Chad Williams

SUBJECT: Acceptance of final plat reserve at Eagle Harbor. (H. Coyle)

AGENDA ITEM TYPE:

---

**BACKGROUND INFORMATION:**

Dreamfinders Homes will be requesting that the Board accept the final plat for the aforementioned subdivision. Generally, the final plat is placed on the agenda for Board acceptance and County staff has reviewed for compliance with local ordinances and State statutes. In this particular case, a portion of the right-of-way is encumbered by an easement to the Diocese of St. Augustine. It is highly unlikely that the easement could be utilized since the Diocese owns no property around the surrounding area, however the encumbrance affects the right-of-way and needs to be brought to the Board's attention.

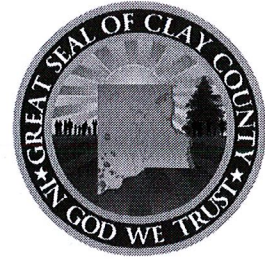
**ATTACHMENTS:**

Description

- ▣ Memo
- ▣ Map

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Budget Office	Russ, Stephanie	Approved	3/15/2017 - 12:01 PM	
County Manager	Kopelousos, Stephanie	Approved	3/16/2017 - 3:48 PM	



**Department of Economic  
and Development Services**

**Memorandum**

**To:** Finance Committee  
**From:** Chad A. Williams, Zoning Chief / Development Review Manager *cal*  
**Date:** March 15, 2017  
**Re:** Final Plat Reserve at Eagle Harbor

---

**Background:**

Dreamfinders Homes will be requesting that the Board accept the final plat for the aforementioned subdivision. Generally, the final plat is placed on the agenda for Board acceptance and County staff has reviewed for compliance with local ordinances and State statutes. In this particular case, a portion of the right-of-way is encumbered by an easement to the Diocese of St. Augustine. It is highly unlikely that the easement could be utilized since the Diocese owns no property around the surrounding area, however the encumbrance affects the right-of-way and needs to be brought to the Board's attention.

**Recommendation:**

Staff will recommend approval of the plat once development review is finished.

**Actions:**

Move to the Board for approval.

# RESERVE AT EAGLE HARBOR

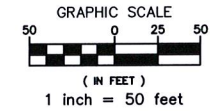
Part of Section 4, Township 5 South, Range 26 East, Clay County, Florida

PLAT BOOK PAGE  
SHEET 8 OF 10 SHEETS

CURVE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH	DELTA
C60	125.00	31.57	S41°2'29"E	31.49	14°28'19"
C61	125.00	37.33	S2°53'16"E	37.20	17°06'46"
C62	125.00	45.08	S16°00'03"W	44.84	20°39'50"
C63	25.00	39.27	S48°01'40"W	35.36	90°00'00"
C64	25.00	39.27	N41°58'20"W	35.36	90°00'00"
C65	150.00	5.90	S1°54'00"W	5.90	2°15'19"
C66	150.00	31.98	N05°20'09"W	31.92	12°13'00"
C67	100.00	28.23	N3°21'28"W	28.13	16°10'21"
C68	150.00	37.92	S04°12'08"E	37.82	14°29'02"
C69	100.00	22.26	S5°04'06"E	22.21	12°45'05"
C70	100.00	1.64	N51°1'55"E	1.64	0°56'25"
C71	100.00	26.04	S13°07'43"W	25.97	14°55'11"

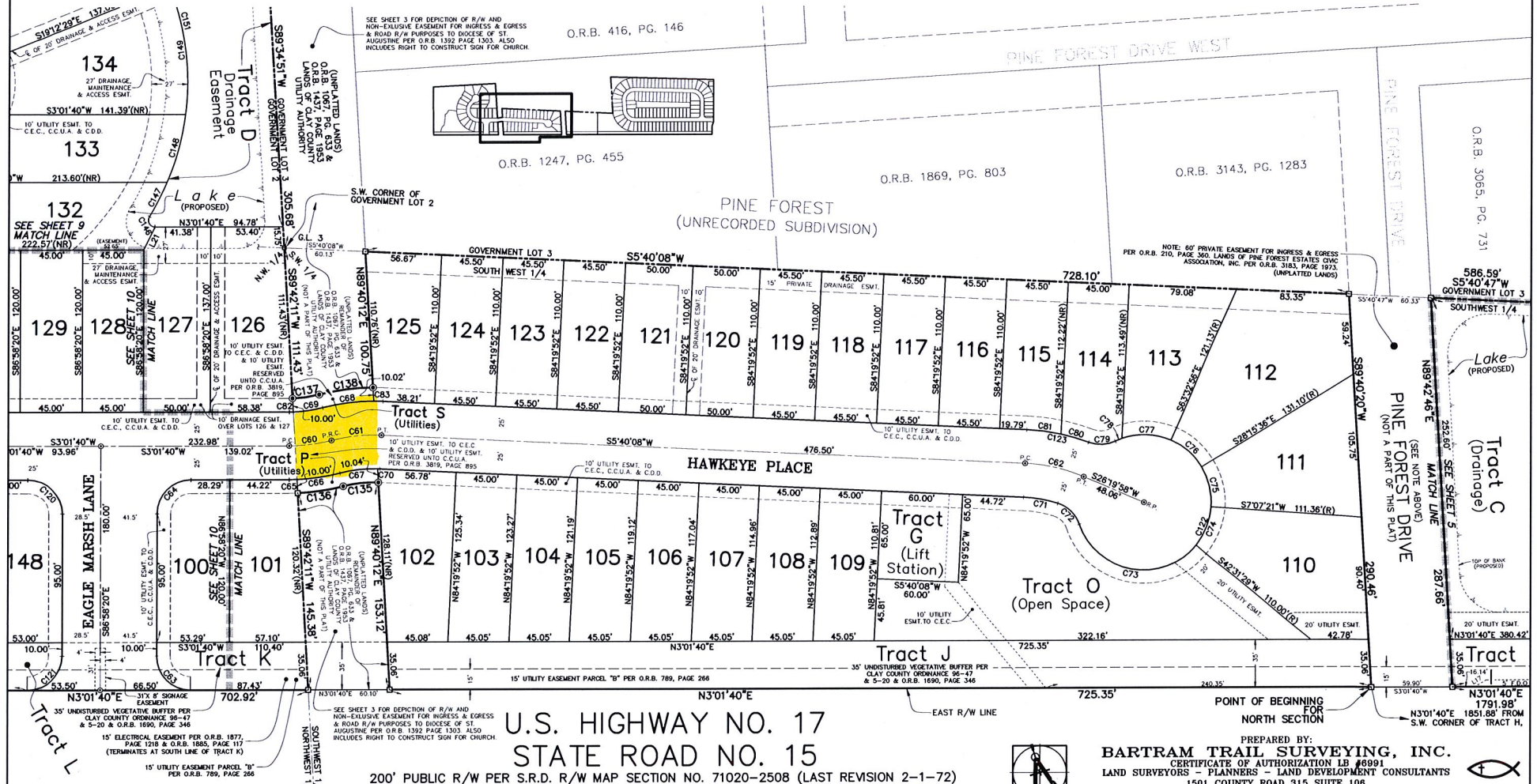
CURVE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH	DELTA
C72	25.00	23.36	N47°21'43"E	22.52	53°32'48"
C73	50.00	106.13	S13°19'48"W	87.30	121°36'38"
C74	50.00	30.89	S65°10'35"E	30.40	35°24'07"
C75	50.00	30.88	N79°25'53"E	30.39	35°22'58"
C76	50.00	30.80	N44°05'44"E	30.31	35°17'20"
C77	50.00	36.94	N51°17'17"E	36.10	42°19'34"
C78	50.00	5.38	N18°57'35"W	5.38	6°10'11"
C79	25.00	19.96	S04°57'57"W	19.44	45°45'15"
C80	150.00	21.39	N19°37'29"E	21.37	8°10'11"
C81	150.00	25.84	N10°36'15"E	25.81	9°52'15"
C82	100.00	3.00	S2°10'03"W	3.00	1°43'14"
C83	150.00	6.88	N4°21'16"E	6.88	2°37'44"

CURVE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH	DELTA
C120	25.00	39.27	N48°01'40"E	35.36	90°00'00"
C121	25.00	39.27	S41°58'20"E	35.36	90°00'00"
C122	50.00	241.01	S63°57'17"E	66.80	276°10'48"
C123	150.00	47.23	S14°41'21"W	47.04	18°02'27"
C135	90.00	26.29	N3°04'34"W	26.20	16°44'11"
C136	160.00	33.93	N5°22'09"W	33.86	12°08'59"
C137	90.00	20.31	S4°58'45"E	20.27	12°55'47"
C138	160.00	39.86	S4°18'27"E	39.76	14°16'23"
C146	5.00	10.64	S63°59'12"W	8.74	121°55'04"
C147	187.00	28.62	S59°26'22"E	28.59	8°46'12"
C148	187.00	51.98	S71°47'13"E	51.81	15°55'31"
C149	187.00	96.15	N85°31'16"E	95.09	29°27'31"



LINE	DIRECTION	LENGTH
L21	S60°06'06"E	19.06

CURVE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH	DELTA
C146	5.00	10.64	S63°59'12"W	8.74	121°55'04"
C147	187.00	28.62	S59°26'22"E	28.59	8°46'12"
C148	187.00	51.98	S71°47'13"E	51.81	15°55'31"
C149	187.00	96.15	N85°31'16"E	95.09	29°27'31"
C151	187.00	316.32	N76°29'07"E	279.94	96°55'13"



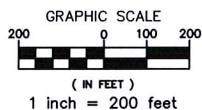
PREPARED BY:  
**BARTRAM TRAIL SURVEYING, INC.**  
CERTIFICATE OF AUTHORIZATION LB #8991  
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
1501 COUNTY ROAD 315 SUITE 106  
GREEN COVE SPRINGS, FL 32043  
(904) 284-2224 FAX (904) 284-2258

Part of Section 4, Township 5 South, Range 26 East, Clay County, Florida

PAGE

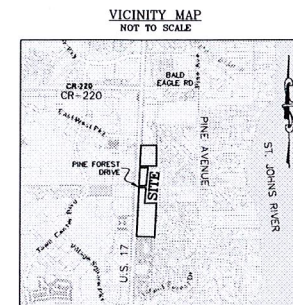
SHEET 3 OF 10 SHEETS

- 1) a denotes 4"x4" concrete Permanent Reference Monument set. ("P.R.M. LB 6991")
- 2) b denotes 5/8" rebar Permanent Reference Monument set. ("P.R.M. LB 6991")
- 3) c denotes 4"x4" concrete Permanent Reference Monument found.
- 4) d denotes Permanent Control Point set. ("PCP LB 6991")
- 5) Notice: this plot, as recorded in its graphic form, is the official depiction of the subdivided land described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plot.
- 6) Notice: there may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Clay County, Florida.
- 7) All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of cable television services, provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
- 8) In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages.
- 9) The captioned survey hereon lies within Flood Zones "X" and "A", according to Flood Insurance Rate Map, Panel No. 120064 0180 E, dated March 17, 2014.
- 10) Bearings are based on the Easterly right-of-way line of U.S. Highway No. 17 as being N30°14'0"E according to Official Records Book 1697, page 525.
- 11) State Plane Coordinates shown hereon are based on the Florida State Plane Coordinate System (N.A.D. 83 Florida East Zone 0901, U.S. Survey feet), and are for GIS mapping purposes only.
- 12) C.E.C. easements shown hereon shall be subordinate to co-existing easements for drainage hereby dedicated to Clay County, Florida.



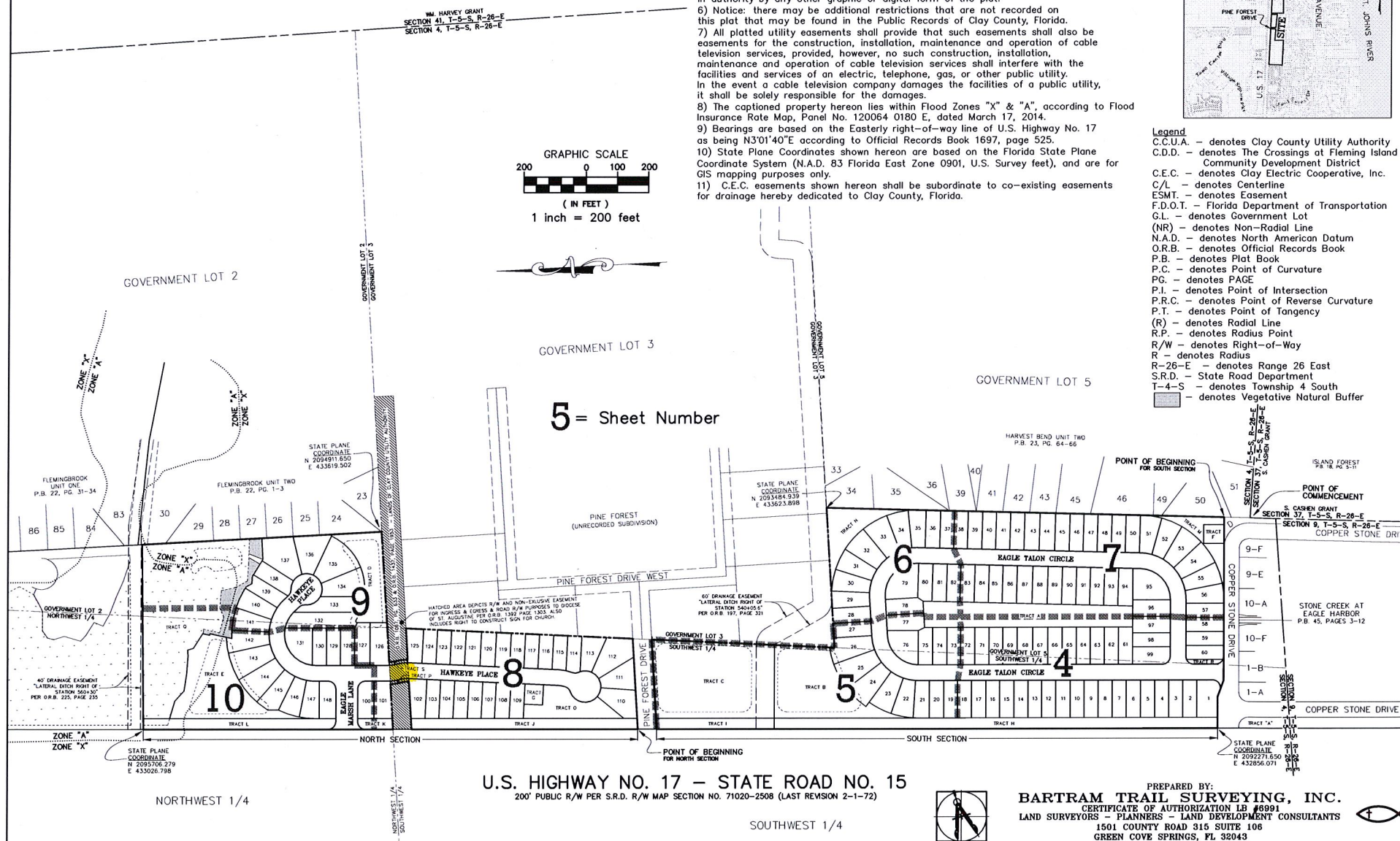
GOVERNMENT LOT 3

**5** = Sheet Number



Legend

- C.C.U.A. - denotes Clay County Utility Authority
- C.D.D. - denotes The Crossings at Fleming Island  
Community Development District
- C.E.C. - denotes Clay Electric Cooperative, Inc.
- C/L - denotes Centerline
- ESMT. - denotes Easement
- F.D.O.T. - Florida Department of Transportation
- G.L. - denotes Government Lot
- (NR) - denotes Non-Radial Line
- N.A.D. - denotes North American Datum
- O.R.B. - denotes Official Records Book
- P.B. - denotes Plot Book
- P.C. - denotes Point of Curvature
- PG. - denotes PAGE
- P.I. - denotes Point of Intersection
- P.R.C. - denotes Point of Reverse Curvature
- P.T. - denotes Point of Tangency
- (R) - denotes Radial Line
- R.P. - denotes Radius Point
- R/W - denotes Right-of-Way
- R - denotes Radius
- R-26-E - denotes Range 26 East
- S.C.D. - State Road Department
- T-4-S - denotes Township 4 South
-  - denotes Vegetative Natural Buffer





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, March 21 10:00 AM

TO: Committee

DATE:

FROM: Purchasing

SUBJECT: Approval of Funding Agreement with the Economic Development Corporation (EDC) for assistance with funding the Branding and Logo Development Project. The Agreement is in the amount of \$60,000, with a \$20,000 advancement, however the EDC will reimburse the County all funds minus \$12,000, which is the County's matching contribution, once the project has been completed and the EDC has been reimbursed by the Department of Economic Opportunity. Funding Source: 001-3240-531000 (General Fund - EDC Branding Grant - Professional Services) (H. Coyle)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

The EDC applied for and received a Florida Defense Reinvestment Grant with DEO to assist with a Branding and Logo Development project. The grant is a reimbursable grant. The EDC has requested assistance from the County with funding the project, with the understanding that they would seek reimbursement from DEO and in turn reimburse the County minus the \$12,000 matching funds that the County has agreed to contribute.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted

(Yes\No\N/A):

**Yes**

Funding Source: General Fund-EDC Branding Grant-Professional Services

Account # 001-3240-531000 Amount - \$60,000.00

Sole Source (Yes\No):

Advanced Payment

**No**

(Yes\No):

**Yes**

**ATTACHMENTS:**

Description

- ▣ EDC Funding Agreement

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/15/2017 - 2:02 PM	
County Manager	Kopelousos, Stephanie	Approved	3/16/2017 - 3:24 PM	

AGREEMENT/CONTRACT REVIEW FORM				MEETING DATE
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED				
DATE:				3/15/17
Staff Member Preparing Form:				Karen Thomas
Department Submitting Contract:				Development Services
Vendor Name:				Economic Development Corporation
Contract Title:				Funding of the Clay County Branding and Logo Development Project
SUMMARY (TO BE COMPLETED BY DEPARTMENT)				
1. New Contract	<input checked="" type="radio"/> Y	<input type="radio"/> N	9. Contract Amount (*Detail negotiation efforts below)	\$60,000 Total obligation after reimbursement = \$12,000
2. Renewal/Amend./Supplement	<input type="radio"/> Y	<input checked="" type="radio"/> N	10. Last Year's Price (*If increase explain below)	*12,000 is matching
3. Sole Source ** (explain below)	<input type="radio"/> Y	<input checked="" type="radio"/> N	11. Date of Original Contract	Contribution from the
4. Quotes/bid policy met	<input type="radio"/> Y	<input type="radio"/> N	12. Number of Renewals	County.
5. Need to waive bid policy	<input type="radio"/> Y	<input checked="" type="radio"/> N	13. Length of Term	
6. Automatic renewal	<input type="radio"/> Y	<input type="radio"/> N		
7. Standard Addendum Executed	<input checked="" type="radio"/> Y	<input type="radio"/> N	Requested Action: Approval to advance funds to the EDC for the Branding	
8. Advance Payment Required	<input checked="" type="radio"/> Y	<input type="radio"/> N	Project. EDC will reimburse the County (minus \$12,000 county agreed match)	
			Once reimbursed by DEO.	
Funding Source		Background/Purpose:		
Account Number: 001-3240-531000				
Account Name: General Fund-EDC Branding Grant- Prof. Services				

### Approvals

Purchasing:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	

Recommended Changes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Budget:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

AGREEMENT  
BETWEEN CLAY COUNTY, FLORIDA,  
AND THE CLAY COUNTY ECONOMIC DEVELOPMENT CORPORATION  
FOR FUNDING OF THE  
CLAY COUNTY BRANDING AND LOGO DEVELOPMENT PROJECT

THIS AGREEMENT (hereinafter referred to as the "Agreement"), entered into on this \_\_\_\_\_ day of March, 2017, by and between the CLAY COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, located at 477 Houston Street, Green Cove Springs, Florida 32043 (hereinafter referred to as the "County"), and the CLAY COUNTY ECONOMIC DEVELOPMENT CORPORATION, a public body corporate and politic of the State of Florida, located at Post Office Box 1620, Orange Park, Florida 32073 (hereinafter referred to as the "Economic Development Corporation" or "EDC"):

WHEREAS, the Economic Development Plan prepared for the EDC recommended a number of strategies to further the economic development goals of the County; and

WHEREAS, one of those goals is to promote economic development opportunities through the implementation of placemaking; and

WHEREAS, the EDC applied for and received a Florida Defense Reinvestment Grant (the "Grant") to fund a number of services, one of those services being a branding and placemaking study (the "Study"); and

WHEREAS, on August 19, 2016, the EDC entered into Agreement #S0065 with the Department of Economic Opportunity (DEO) to perform the services outlined in the Grant including the Study; and

WHEREAS, the County and the EDC have retained The Burdette Agency, Inc. d/b/a Burdette Ketchum (the "Consultant") to serve as consultants for a Branding and Logo Development Project in connection with the Study; and

WHEREAS, as part of the Grant, the DEO has agreed to pay up to \$64,000 to the EDC, on a reimbursement basis, towards the services required to complete the Study, subject to a 30% matching requirement; and

WHEREAS, the County and the EDC have agreed to share the 30% matching requirement, with the County providing a 20% match, but not to exceed \$12,000, and the EDC providing a 10% match; and

WHEREAS, the County has additionally agreed to provide funding to the EDC for the Consultant's services and the EDC has agreed to provide reimbursement to the County for such funding upon receipt of the Grant funds ; and

WHEREAS, it has been determined that the execution of this Agreement is beneficial to the people of Clay County, Florida.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

**A. PAYMENT OF COSTS**

The County and the EDC shall together bear the costs associated with the Study in accordance with the terms of the Grant. The County agrees to pay to the EDC, for services provided by the Consultant to complete the Study, an amount not to exceed \$60,000 (\$42,000 representing anticipated Grant funds, \$12,000 representing the County's anticipated 20% match, and \$6,000 representing the EDC's anticipated 10% match). The EDC agrees to reimburse the County the amount paid by the EDC to the Consultant, less 20%, upon receipt of Grant funds from the DEO.

Upon execution of the Agreement, the County will provide an initial payment to the EDC of \$20,000 for the funding of the first phase of the Study. The Consultant shall invoice the EDC monthly for tasks performed under the Contract. The EDC along with the County will review each invoice and upon joint approval of the invoiced amount, the EDC shall make payment to the Consultant. After payment of a Consultant's invoice, the EDC will provide to the County a request for funding under this Agreement accompanied by the Consultant's invoice and proof of payment. The County, upon approval of the funding request, will make payment to the EDC. The EDC's funding request for the final Consultant invoice shall reflect a credit for the initial payment of \$20,000. Each funding request shall be due and payable in accordance with the Local Government Prompt Payment Act.

Upon completion of the Study and Consultant's services, the EDC shall invoice the DEO for reimbursement of amounts paid for the Consultant's services. Within 14 days of receipt of payment by the DEO to the EDC, the EDC shall reimburse the County for all compensation provided to the EDC under this Agreement less an amount equal to the County's agreed matching contribution of 20% (such amount shall be 20% of the Consultant's total contracted amount, not to exceed \$12,000). In the event the EDC fails to receive reimbursement for all or a portion of the funds paid, the EDC remains obligated to reimburse the County for all compensation provided to the EDC under this Agreement, less the County's agreed matching contribution as set forth above.

**B. TERM AND TERMINATION**

The Agreement shall terminate upon completion of all services and payment obligations hereunder.

**C. PERFORMANCE**

The EDC shall comply with the terms and conditions of Agreement #S0065 that it entered into with the DEO and perform the services specified therein.

**D. NOTICE**

Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The County and the Economic Development Corporation's representatives are:

County:	Clay County Board of County Commissioners P.O. Box 1366 Green Cove Springs, FL 32043
---------	--

Economic Development Corporation:	Director Clay County Economic Development Corporation 1845 Town Center Boulevard, Suite 110B Fleming Island, FL 32003
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**E. INVALIDITY OF PROVISIONS.** If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

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

**G. INTEGRATION.** 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.

**H. AGREEMENT BINDING.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

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

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

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

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

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

**N. ATTACHMENTS.** The Standard Addendum to all Contracts and Agreements is attached hereto and by reference its terms incorporated herein.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year first above-written.

**CLAY COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Wayne Bolla, Chair

**ATTEST:**

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

**CLAY COUNTY ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Chad Patrick, Chair

**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.

[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:

Clay County Economic Development Corporation

By: \_\_\_\_\_  
Chad Patrick  
Its Chairman

| \\legal\contract\standardaddendum\2016\061416 standard addendum-[general]-



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, March 21 10:00 AM

TO: Finance and Audit Committee

DATE: 3/15/2017

FROM: Karen Thomas,  
Administrative & Contractual Services

**SUBJECT:**

Approval to waive the purchasing policy and award two SHIP Rehabilitation Projects in the total amount of \$43,100.00 to the second lowest bidder, Liberty Homes, Inc. due to ongoing concerns regarding the lowest contractor. Quotes were received for both projects. Funding Source: 116-0110-549800 (SHIP Program Fund / SHIP Program Activities / Program Services) (H. Coyle)

**AGENDA ITEM TYPE:**

---

**BACKGROUND INFORMATION:**

**SHIP Rehabilitation Projects:**

1. 1844 Mackenzie Court, Middleburg, Florida 32068 in the amount of \$22,950.00 (low bid was \$21,208.00; a difference of \$1,742.00)
2. 3318 Westfield Dr., Green Cove Springs, Florida 32043 in the amount of \$20,150.00 (low bid was \$20,056.00; a difference of \$94.00)

Is Funding Required (Yes/No):

**Yes**

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

**Yes**

Funding Source: SHIP Program Fund / SHIP Program Activities / Program Services

Account # 116-0110-549800 Amount - \$22,950.00

Account # 116-0110-549800 Amount - \$20,150.00

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

ATTACHMENTS:

Description

- ▣ Mackenzie Ct
- ▣ Westfield Dr
- ▣ Memo - Waive policy

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/15/2017 - 2:08 PM	
County Manager	Kopelousos, Stephanie	Approved	3/16/2017 - 8:01 AM	



## CLAY COUNTY FLORIDA

### State Housing Initiative Partnership Program

PO Box 1366  
477 Houston Street  
Green Cove Springs, FL  
32043

Area code: 904  
Phone: 529-4700  
278-4700  
Fax: 278-4786

**County Manager**  
Stephanie C. Kopelousos

**Commissioners:**  
Mike Cella  
District 1

Wayne Bolla  
District 2

Diane Hutchings  
District 3

Buck Burney  
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: Holly Coyle, Director of Economic and Development Services

FROM: Theresa Sumner, SHIP Program Administrator

DATE: February 28, 2017

SUBJECT: Waiver to Award Bid

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Twenty-one contractors were invited to attend a SHIP walkthrough on January 26, 2017. Four contractors attended the walkthrough. Two presented valid bids on the bid due date of February 13, 2017.

After careful thought and consideration, I am requesting a waiver from awarding the bid to the lowest bidder which would allow the SHIP award to Libert Homes, Inc., who is the second lowest bidder. Libert Homes, Inc. is the most responsible and reliable bidder. The factual support for this waiver request is as follows:

The SHIP Program received numerous complaints relating to other SHIP projects worked on by Bernard Development, Inc. These complaints were verified through on-site inspection(s) and relate primarily to unsatisfactory workmanship, incomplete work and lack of professionalism or care as required by the SHIP Program. Ongoing efforts are being made to try and resolve the homeowner(s) and inspector's concerns without success.

Due to the severity and volume of complaints, of which there has not been an acceptable resolution, the recommendation is to award the work to another responsible bidder at this time. The above representations and recommendations are made in an effort to ensure the best interest of the residents of Clay County, their home and the integrity of the SHIP program.

# CLAY COUNTY, FLORIDA

## VERBAL/WRITTEN QUOTE COMPARISON SHEET

Homeowner Name/Address	Informal Bid Process			Emergency Rehab	
Don & Kathy Eckert	Yes			No	
1844 Mackenzie Court					
Middleburg, FL 32068					

VENDOR INFORMATION	
Bernard Development, Inc.	Vendor #904652
1708 Muirfield Drive	
Green Cove Springs, FL 32043	Quote Amount:
Phone # (904) 529-5104	\$21,208.00
Fax # (866) 762-7597	
Contact name: Bob Bernard	

QUOTE INFORMATION
Date quote received: 2/24/17
Date quote expires: 3/24/17

DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

VENDOR INFORMATION	
Fleming Island Home Services, Inc.	Vendor #905841
2285 Eagle Harbor Parykwy	
Fleming Island, FL 32003	Quote Amount:
Phone # (904) 616-5814	No Bid
Fax #	
Contact name: Sophia Ferranti	

QUOTE INFORMATION
Date quote received:
Date quote expires:

DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

VENDOR INFORMATION	
Chad Willhite, Inc.	Vendor #905706
6276 Baker Road	
Keystone Heights, FL 32656	Quote Amount:
Phone # (352) 473-0095	\$25,600.00
Fax # (352) 473-0094	
Contact name: Chad Willhite	

QUOTE INFORMATION
Date quote received: 2/24/17
Date quote expires: 3/24/17

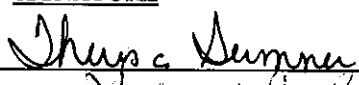
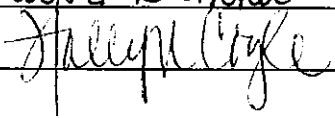
DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

VENDOR INFORMATION	
Libert Homes, Inc.	Vendor #09901298
4655 Antelope Street	
Middleburg, FL 32068	Quote Amount:
Phone # (904) 838-1262	\$22,950.00
Fax # (904) 282-7406	
Contact name: Rich Libert	

QUOTE INFORMATION
Date quote received: 2/24/17
Date quote expires: 3/24/17

DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

Staff assigned to tabulate bids and make recommendations:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Theresa Sumner	SHIP Program Administrator	
Holly Coyle	Director, Economic and Development Services	
RECOMMENDATION:	Please see Memo to Holly Coyle	

# SPECS BY LOCATION/TRADE

2/10/2017

Pre-Bid Site Visit: \_\_\_\_\_  
 Bidding Open Date: \_\_\_\_\_  
 Bidding Close Date: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Case Number: **5884**  
 Project Manager: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Address: **1844 Mackenzie - Eckert**

Unit: **5884**

Location: 1 - General Requirements		Approx. Wall SF: 0		Ceiling/Floor SF: 0	
Spec #	Spec	Quantity	Units	Unit Price	Total Price

Trade: **1 General Requirements**

## 14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of \_\_\_\_\_ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

X \_\_\_\_\_  
 Contractor Date

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR

All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 77 NEW MATERIALS REQUIRED

1.00 GR

All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 78 WORKMANSHIP STANDARDS

1.00 GR

All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 80 CODES AND ORDINANCES COMPLIANCE

1.00 GR

In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of the local municipality, for that job site, and the State of Florida, pertaining to building construction, zoning, environmental protection, energy efficiency, and worker safety.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 85 CLOSE-IN INSPECTIONS REQUIRED

1.00 GR

Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 1 General Requirements

THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

**90 1 YEAR GENERAL WARRANTY**

1.00 DU

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final inspection. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

Location Total:

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 4 Site Work

**461 TRIM TREE LIMBS--ROOF**

1.00 EA

850

Cut tree limbs, to give approximately 5 feet clearance from structures' roof, fascia, and soffit. Remove debris from roof. Remove all debris, and rake clean.

Define costs per tree.

Front yard and over driveway

Trade: 10 Carpentry

**2585 SIDING--CLAPBOARD REPLACE**

220.00 SF

1750

Remove damaged siding to the joint over nearest stud. Apply matching pine siding to walls with galvanized nails. Break all seams over studs. Prime ready for top coat.

FRONT OF HOUSE// SIDING ABOVE GARAGE ROOF AT GABLE END

**2600 SIDING--T1-11**

476.00 SF

2500

Install rough sawn fir, 3/8" thick, factory stained, T1-11 siding sheets, 1"x 3" trim at corners. Use lap flashing on horizontal seams. Flash or install silicone caulking along entire top edge, and under windows or other openings.

CUT SIDING ON SIDES AND REAR OF HOUSE AT 4'. INSTALL Z FLASHING AND INSTALL NEW SIDING

PAINT BACK AND BOTTOM EDGE PRIOR TO INSTALL TO AVOID FUTURE ROT

SEAL BETWEEN BOTTOM SOLE PLATE AND SIDING

PAINT SIDING TO MATCH AS CLOSE AS POSSIBLE. REPLACE CORNER BOARDS AS LISTED ABOVE.

**2610 SIDING--HARDBOARD**

200.00 SF

750

Remove siding and flashing. Nail 1/2"x10" primed hardboard siding with galvanized or aluminum siding nails penetrating at least 1" into stud. Stagger joints in adjacent pieces and center all butt joints over studs. Install flashing over doors and windows. Include 1"x4" pine molding at all openings and corners.

BAY WINDOWS// CORNERS ARE COVERED ON SPEC#4030.

Install house wrap.

Prime and paint

**4030 1"X4" EXT. CORNER TRIM--WOOD**

190.00 LF

425

Install 1"x 4" pine corner board with aluminum or galvanized nails.

INCLUDES WINDOWS. INSTALL HEAD FLASHING AT TOPS OF DOORS AND WINDOWS

APPROXIMATELY 11 OPENINGS

**4490 WALL SHEATHING 1/2"**

220.00 SF

550

FRONT OF HOUSE// SIDING ABOVE GARAGE ROOF AT GABLE END

**Address: 1844 Mackenzie - Eckert****Unit: 5884****Location: 2 - Exterior**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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**Trade: 10 Carpentry**

Install 1/2" CDX plywood or OSB sheathing nailed per local code and manufactures specifications.

**Trade: 15 Roofing****4580 TEAR OFF AND REROOF--SHINGLES**14.00 SQ 5600

Remove and dispose of all roofing & defective sheathing offsite, in a code-legal dump. Replace up to 5 sf of damaged sheathing per 100 sf of roof using pine board or plywood to matching existing decking thickness. Install fasteners to re-nail all roof decking to meet current codes. Remove and replace all damaged fascia and soffit, with comparable material, primed and top coated, in homeowner's choice of color, or to match existing.

Install 15 lb felt per local code. With comparable or better to existing products, install all new vent pipe boots, roof vents, flashing, 1"x2" PT drip edge holdout, and preformed white aluminum drip edge. Install 220 lb fiberglass asphalt, dimensional shingles with a 30 yr warranty. Magnetically sweep for fasteners, and dispose of all debris from roof and yard.

Verify local codes prior to starting work. Roofing requires a separate permit by a Florida licensed roofing contractor.

REMOVE ALL SKYLIGHTS ON ROOF// DECK OVER ROOF OPENING

**Trade: 19 Paint & Wallpaper****5656 PREP & PAINT EXTERIOR**1,680.00 SF 3400

Cover ground with drop cloth. Scrape all loose, cracked, peeling and blistered paint from siding. Feather edges and dull gloss with sandpaper. Dispose of chips properly. Rinse all surfaces with a hose. Caulk and fill holes. Spot prime and top coat siding with owner's choice of premixed acrylic latex.

In case of homeowners association, paint same color as existing.

**Trade: 24 Extermination****8305 EXTERMINATE TERMITES**1.00 DU 750

Exterminate for termites, injecting strongest legal insecticide down to footer ever 16". Drill and patch pavement where necessary to maintain interval. Exterminator must be licensed and provide a 5 year guarantee.

**Location Total: 16,575****Location: 3 - Bathroom // Hall**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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**Trade: 10 Carpentry****3940 TUB/SHOWER GRAB BAR SET**1.00 EA 525

Install 3 grab bars within the bathroom. Two horizontal grab bars shall be provided on the back wall, one installed in a horizontal position, 33 inches minimum and 36 inches maximum above the floor of the tub measured to the top of the gripping surface and the other 9 inches above the rim of the bathtub. Each grab bar shall be 24 inches minimum in length, located 24 inches maximum from the head end wall and extend to 12 inches maximum from the control end wall. Two grab bars shall be installed on the control end wall. A horizontal grab bar 24 inches minimum in length shall be provided on the control end wall beginning near the front edge of the bathtub and extend toward the inside corner of the bathtub. A vertical grab bar 18 inches minimum in length shall be provided on the control end wall 3 inches minimum to 6 inches maximum above the horizontal grab bar, and 4 inches maximum inward from the front edge of the bathtub. One horizontal grab bar 12 inches minimum in length shall be provided on the head end wall at the front edge of the bathtub. All bars shall be 1.25" diameter, type 304, 18 gauge (.049), brushed satin stainless steel, with round snap on covers and welded 3" flanges and a 1.5" space between the bar and wall. Bars must be fastened securely to the wall framing.

INSTALL 3 GRAB BARS IN BATHROOM LOCATED AT CLIENTS CONVENIENCE

**Location Total: 525**

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 9 Environmental Rehab

## 9163 STABILIZE CEILING

55.00 SF 1200

After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.

Add new texture//popcorn

Multiple locations/ Hall-Livingroom

Trade: 10 Carpentry

## 3080 THRESHOLD--METAL

1.00 EA 400

Install metal threshold with an interlocking vinyl insert. Trim door as necessary to create a snug fit.

Location--Garage to house door

Trade: 21 HVAC

## 6075 HEATER, SERVICE/RPR

1.00 EA 500

Clean, inspect and adjust heating equipment and controls. Replace filter. Report any recommended replacement parts to owner.

Includes coils on condenser and A frame. Vacuum any dust from unit.

## 6415 DRYER VENT

1.00 EA 450

Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Vent Closure outlet. Do not fasten with nails, screws or other fasteners that protrude into the interior of the exhaust duct. Use pop rivets to connect sections of duct. Seal all joints and seams with duct mastic, not duct tape. Secure duct and hood to framing.

Trade: 23 Electric

## 7810 SMOKE DETECTOR--HARD WIRED--BATTERY BACK-UP

4.00 EA 350

Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box with battery back-up.

Trade: 27 Fire Protection

## 8721 CARBON MONOXIDE DETECTOR

1.00 EA 150

Install a hard wired or plug-in carbon monoxide detector in same room as fuel burning appliance.

location--near door to garge

Location Total: 3050

Location: 5 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 23 Electric

## 7835 RANGE HOOD EXTERIOR VENTED

1.00 EA 450

Install an exterior ducted enameled range hood with integral controls and light capable of 100 cfm at 70 sones. Attach hood to cabinet with screws. Include metal vent and roof or wall cap/damper assembly, using #14 copper Romex. Owner's choice of color.

Location Total: 450

Location: 6 - Bathroom Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 6 - Bathroom Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 18 Ceramic Tile

5410 CERAMIC TILE--REPAIR

55.00 SF

1600

Remove damaged tiles. Cut and thin set ceramic tile of matching color and size. RegROUT entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations.

remove loose tile, repair backer board using dura-rock or similar waterproof board, install new tile match as close as possible. Grout and caulk.

Location Total: 1600

Location: 7 - Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 17 Drywall & Plaster

5210 DRYWALL--PATCH--LARGE

25.00 SF

750

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.

SKYLIGHT OPENING. COVER WITH DRYWALL//INSULATE ABOVE. BLEND WITH EXISTING CEILING AND TEXTURE.

Location Total: 750

Unit Total for 1844 Mackenzie - Eckert , Unit 5884:

Address Grand Total for 1844 Mackenzie - Eckert : 22,950

Bidder: LIBERT HOMES, INC

# SPECS BY LOCATION/TRADE

11063

2/10/2017

Pre-Bid Site Visit: 2/9/2017  
 Bidding Open Date: 2/10/2017  
 Bidding Close Date: 2/24/2017  
 Initial: RCB

Case Number: 5884  
 Project Manager: Bernard Development, Inc.  
 Phone: (904) 529-5104

Address: 1844 Mackenzie - Eckert Unit: 5884

Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 1 General Requirements

14	CONTRACTOR ACCEPTS SCOPE OF WORK	1.00	DU		N/A
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The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of 2/9/17 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

x Robert Bernard 2.24.17  
 Contractor Date

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

35	VERIFY QUANTITIES/MEASUREMENTS	1.00	GR		N/A
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All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

77	NEW MATERIALS REQUIRED	1.00	GR		N/A
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All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

78	WORKMANSHIP STANDARDS	1.00	GR		N/A
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All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

80	CODES AND ORDINANCES COMPLIANCE	1.00	GR		900
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In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of the local municipality, for that job site, and the State of Florida, pertaining to building construction, zoning, environmental protection, energy efficiency, and worker safety.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

85	CLOSE-IN INSPECTIONS REQUIRED	1.00	GR		N/A
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Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 1 General Requirements

THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

**90 1 YEAR GENERAL WARRANTY**

1.00 DU

N/A

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final inspection. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

Location Total: 900 ✓

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 4 Site Work

**461 TRIM TREE LIMBS--ROOF**

1.00 EA

1,080

Cut tree limbs, to give approximately 5 feet clearance from structures' roof, fascia, and soffit. Remove debris from roof. Remove all debris, and rake clean.

Define costs per tree.

Front yard and over driveway

Trade: 10 Carpentry

**2585 SIDING--CLAPBOARD REPLACE**

220.00 SF

1,680

Remove damaged siding to the joint over nearest stud. Apply matching pine siding to walls with galvanized nails. Break all seams over studs. Prime ready for top coat.

FRONT OF HOUSE// SIDING ABOVE GARAGE ROOF AT GABLE END

**2600 SIDING--T1-11**

476.00 SF

2,400

Install rough sawn fir, 3/8" thick, factory stained, T1-11 siding sheets, 1"x 3" trim at corners. Use lap flashing on horizontal seams. Flash or install silicone caulking along entire top edge, and under windows or other openings.

CUT SIDING ON SIDES AND REAR OF HOUSE AT 4'. INSTALL Z FLASHING AND INSTALL NEW SIDING

PAINT BACK AND BOTTOM EDGE PRIOR TO INSTALL TO AVOID FUTURE ROT

SEAL BETWEEN BOTTOM SOLE PLATE AND SIDING

PAINT SIDING TO MATCH AS CLOSE AS POSSIBLE. REPLACE CORNER BOARDS AS LISTED ABOVE.

**2610 SIDING--HARDBOARD**

200.00 SF

1,560

Remove siding and flashing. Nail 1/2"x10" primed hardboard siding with galvanized or aluminum siding nails penetrating at least 1" into stud. Stagger joints in adjacent pieces and center all butt joints over studs. Install flashing over doors and windows. Include 1"x4" pine molding at all openings and corners.

BAY WINDOWS// CORNERS ARE COVERED ON SPEC#4030.

Install house wrap.

Prime and paint

**4030 1"x4" EXT. CORNER TRIM--WOOD**

190.00 LF

720

Install 1"x 4" pine corner board with aluminum or galvanized nails.

INCLUDES WINDOWS. INSTALL HEAD FLASHING AT TOPS OF DOORS AND WINDOWS  
APPROXIMATELY 11 OPENINGS

**4490 WALL SHEATHING 1/2"**

220.00 SF

1,080

FRONT OF HOUSE// SIDING ABOVE GARAGE ROOF AT GABLE END

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

Install 1/2" CDX plywood or OSB sheathing nailed per local code and manufactures specifications.

Trade: 15 Roofing

**4580 TEAR OFF AND REROOF--SHINGLES**

14.00 SQ

4,800

Remove and dispose of all roofing & defective sheathing offsite, in a code-legal dump. Replace up to 5 sf of damaged sheathing per 100 sf of roof using pine board or plywood to matching existing decking thickness. Install fasteners to re-nail all roof decking to meet current codes. Remove and replace all damaged fascia and soffit, with comparable material, primed and top coated, in homeowner's choice of color, or to match existing.

Install 15 lb felt per local code. With comparable or better to existing products; install all new vent pipe boots, roof vents, flashing, 1"x2" PT drip edge holdout, and preformed white aluminum drip edge. Install 220 lb fiberglass asphalt, dimensional shingles with a 30 yr warranty. Magnetically sweep for fasteners, and dispose of all debris from roof and yard.

Verify local codes prior to starting work. Roofing requires a separate permit by a Florida licensed roofing contractor.

REMOVE ALL SKYLIGHTS ON ROOF// DECK OVER ROOF OPENING

Trade: 19 Paint &amp; Wallpaper

**5656 PREP & PAINT EXTERIOR**

1,680.00 SF

2,183

Cover ground with drop cloth. Scrape all loose, cracked, peeling and blistered paint from siding. Feather edges and dull gloss with sandpaper. Dispose of chips properly. Rinse all surfaces with a hose. Caulk and fill holes. Spot prime and top coat siding with owner's choice of premixed acrylic latex.

In case of homeowners association, paint same color as existing.

Trade: 24 Extermination

**8305 EXTERMINATE TERMITES**

1.00 DU

720

Exterminate for termites, injecting strongest legal insecticide down to footer ever 16". Drill and patch pavement where necessary to maintain interval. Exterminator must be licensed and provide a 5 year guarantee.

Location Total: 16,223

Location: 3 - Bathroom // Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

**3940 TUB/SHOWER GRAB BAR SET**

1.00 EA

420

Install 3 grab bars within the bathroom. Two horizontal grab bars shall be provided on the back wall, one installed in a horizontal position, 33 inches minimum and 36 inches maximum above the floor of the tub measured to the top of the gripping surface and the other 9 inches above the rim of the bathtub. Each grab bar shall be 24 inches minimum in length, located 24 inches maximum from the head end wall and extend to 12 inches maximum from the control end wall. Two grab bars shall be installed on the control end wall. A horizontal grab bar 24 inches minimum in length shall be provided on the control end wall beginning near the front edge of the bathtub and extend toward the inside corner of the bathtub. A vertical grab bar 18 inches minimum in length shall be provided on the control end wall 3 inches minimum to 6 inches maximum above the horizontal grab bar, and 4 inches maximum inward from the front edge of the bathtub. One horizontal grab bar 12 inches minimum in length shall be provided on the head end wall at the front edge of the bathtub. All bars shall be 1.25" diameter, type 304, 18 gauge (.049), brushed satin stainless steel, with round snap on covers and welded 3" flanges and a 1.5" space between the bar and wall. Bars must be fastened securely to the wall framing.

INSTALL 3 GRAB BARS IN BATHROOM LOCATED AT CLIENTS CONVENIENCE

Location Total: 420

Address: 1844 Mackenzie Eckert

Unit: 5884

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 9	Environmental Rehab				

## 9163 STABILIZE CEILING

55.00 SF 480

After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.

Add new texture//popcorn

Multiple locations/ Hall-Livingroom

## Trade: 10 Carpentry

## 3080 THRESHOLD-METAL

1.00 EA 180

Install metal threshold with an interlocking vinyl insert. Trim door as necessary to create a snug fit.

Location--Garage to house door

## Trade: 21 HVAC

## 6075 HEATER, SERVICE/RPR

1.00 EA 450

Clean, inspect and adjust heating equipment and controls. Replace filter. Report any recommended replacement parts to owner.

Includes coils on condenser and A frame. Vacuum any dust from unit.

## 6415 DRYER VENT

1.00 EA 240

Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Vent Closure outlet. Do not fasten with nails, screws or other fasteners that protrude into the interior of the exhaust duct. Use pop rivets to connect sections of duct. Seal all joints and seams with duct mastic, not duct tape. Secure duct and hood to framing.

## Trade: 23 Electric

## 7810 SMOKE DETECTOR--HARD WIRED--BATTERY BACK-UP

4.00 EA 720

Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box with battery back-up.

## Trade: 27 Fire Protection

## 8721 CARBON MONOXIDE DETECTOR

1.00 EA 210

Install a hard wired or plug-in carbon monoxide detector in same room as fuel burning appliance.

location--near door to garge

Location Total: 2,280 ✓

Location: 5 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				

## 7835 RANGE HOOD EXTERIOR VENTED

1.00 EA 725

Install an exterior ducted enameled range hood with integral controls and light capable of 100 cfm at 70 sones. Attach hood to cabinet with screws. Include metal vent and roof or wall cap/damper assembly, using #14 copper Romex. Owner's choice of color.

Location Total: 725 ✓

Location: 6 - Bathroom Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 6 - Bathroom Master

Approx Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 18 Ceramic Tile

5410 CERAMIC TILE--REPAIR

55.00 SF 240

Remove damaged tiles. Cut and thin set ceramic tile of matching color and size. RegROUT entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations.

remove loose tile, repair backer board using dura-rock or similar waterproof board, install new tile match as close as possible. Grout and caulk.

Location Total: 240 ✓

Location: 7 - Hall

Approx Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 17 Drywall &amp; Plaster

5210 DRYWALL--PATCH--LARGE

25.00 SF 420

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.

SKYLIGHT OPENING. COVER WITH DRYWALL//INSULATE ABOVE. BLEND WITH EXISTING CEILING AND TEXTURE.

Location Total: 420 ✓

Unit Total for 1844 Mackenzie - Eckert , Unit 5884: 21,208

Address Grand Total for 1844 Mackenzie - Eckert : 21,208 ✓

Bidder: Bernard Development, Inc.

*ACB*

# SPECS BY LOCATION/TRADE

2/10/2017

Pre-Bid Site Visit: \_\_\_\_\_  
Bidding Open Date: \_\_\_\_\_  
Bidding Close Date: \_\_\_\_\_  
Initial: \_\_\_\_\_

Case Number: 5884  
Project Manager: \_\_\_\_\_  
Phone: \_\_\_\_\_

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				

## 14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of 2-9-17 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

x CHAD WILLIAMS 2-23-17  
Contractor Date

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR

All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 77 NEW MATERIALS REQUIRED

1.00 GR

All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 78 WORKMANSHIP STANDARDS

1.00 GR

All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 80 CODES AND ORDINANCES COMPLIANCE

1.00 GR

200<sup>00</sup>

In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of the local municipality, for that job site, and the State of Florida, pertaining to building construction, zoning, environmental protection, energy efficiency, and worker safety.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 85 CLOSE-IN INSPECTIONS REQUIRED

1.00 GR

Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				

THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

**90 1 YEAR GENERAL WARRANTY**

1.00 DU

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final inspection. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

Location Total:

200<sup>00</sup> ✓

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 4	Site Work				

**461 TRIM TREE LIMBS-ROOF**

1.00 EA

400<sup>00</sup>

Cut tree limbs, to give approximately 5 feet clearance from structures' roof, fascia, and soffit. Remove debris from roof. Remove all debris, and rake clean.

Define costs per tree.

Front yard and over driveway

Trade: 10 Carpentry

**2585 SIDING--CLAPBOARD REPLACE**

220.00 SF

1700<sup>00</sup>

Remove damaged siding to the joint over nearest stud. Apply matching pine siding to walls with galvanized nails. Break all seams over studs. Prime ready for top coat.

FRONT OF HOUSE// SIDING ABOVE GARAGE ROOF AT GABLE END

**2600 SIDING--T1-11**

476.00 SF

3420<sup>00</sup>

Install rough sawn fir, 3/8" thick, factory stained, T1-11 siding sheets, 1"x 3" trim at corners. Use lap flashing on horizontal seams. Flash or install silicone caulking along entire top edge, and under windows or other openings.

CUT SIDING ON SIDES AND REAR OF HOUSE AT 4'. INSTALL Z FLASHING AND INSTALL NEW SIDING  
PAINT BACK AND BOTTOM EDGE PRIOR TO INSTALL TO AVOID FUTURE ROT

SEAL BETWEEN BOTTOM SOLE PLATE AND SIDING

PAINT SIDING TO MATCH AS CLOSE AS POSSIBLE. REPLACE CORNER BOARDS AS LISTED ABOVE.

**2610 SIDING--HARDBOARD**

200.00 SF

1500<sup>00</sup>

Remove siding and flashing. Nail 1/2"x10" primed hardboard siding with galvanized or aluminum siding nails penetrating at least 1" into stud. Stagger joints in adjacent pieces and center all butt joints over studs. Install flashing over doors and windows. Include 1"x4" pine molding at all openings and corners.

BAY WINDOWS// CORNERS ARE COVERED ON SPEC#4030.

Install house wrap.

Prime and paint

**4030 1"x4" EXT. CORNER TRIM--WOOD**

190.00 LF

600<sup>00</sup>

Install 1"x 4" pine corner board with aluminum or galvanized nails.

INCLUDES WINDOWS. INSTALL HEAD FLASHING AT TOPS OF DOORS AND WINDOWS  
APPROXIMATELY 11 OPENINGS

**4490 WALL SHEATHING 1/2"**

220.00 SF

750<sup>00</sup>

FRONT OF HOUSE// SIDING ABOVE GARAGE ROOF AT GABLE END

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

Install 1/2" CDX plywood or OSB sheathing nailed per local code and manufactures specifications.

Trade: 15 Roofing

4580 TEAR OFF AND REROOF-SHINGLES

14.00 SQ

7000<sup>00</sup>

Remove and dispose of all roofing & defective sheathing offsite, in a code-legal dump. Replace up to 5 sf of damaged sheathing per 100 sf of roof using pine board or plywood to matching existing decking thickness. Install fasteners to re-nail all roof decking to meet current codes. Remove and replace all damaged fascia and soffit, with comparable material, primed and top coated, in homeowner's choice of color, or to match existing.

Install 15 lb felt per local code. With comparable or better to existing products, install all new vent pipe boots, roof vents, flashing, 1"x2" PT drip edge holdout, and preformed white aluminum drip edge. Install 220 lb fiberglass asphalt, dimensional shingles with a 30 yr warranty. Magnetically sweep for fasteners, and dispose of all debris from roof and yard.

Verify local codes prior to starting work. Roofing requires a separate permit by a Florida licensed roofing contractor.

REMOVE ALL SKYLIGHTS ON ROOF// DECK OVER ROOF OPENING

Trade: 19 Paint &amp; Wallpaper

5656 PREP &amp; PAINT EXTERIOR

1,680.00 SF

5100<sup>00</sup>

Cover ground with drop cloth. Scrape all loose, cracked, peeling and blistered paint from siding. Feather edges and dull gloss with sandpaper. Dispose of chips properly. Rinse all surfaces with a hose. Caulk and fill holes. Spot prime and top coat siding with owner's choice of premixed acrylic latex.

In case of homeowners association, paint same color as existing.

Trade: 24 Extermination

8305 EXTERMINATE TERMITES

1.00 DU

750<sup>00</sup>

Exterminate for termites, injecting strongest legal insecticide down to footer ever 16". Drill and patch pavement where necessary to maintain interval. Exterminator must be licensed and provide a 5 year guarantee.

Location Total:

21,230 ✓

Location: 3 - Bathroom // Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

3940 TUB/SHOWER GRAB BAR SET

1.00 EA

Install 3 grab bars within the bathroom. Two horizontal grab bars shall be provided on the back wall, one installed in a horizontal position, 33 inches minimum and 36 inches maximum above the floor of the tub measured to the top of the gripping surface and the other 9 inches above the rim of the bathtub. Each grab bar shall be 24 inches minimum in length, located 24 inches maximum from the head end wall and extend to 12 inches maximum from the control end wall. Two grab bars shall be installed on the control end wall. A horizontal grab bar 24 inches minimum in length shall be provided on the control end wall beginning near the front edge of the bathtub and extend toward the inside corner of the bathtub. A vertical grab bar 18 inches minimum in length shall be provided on the control end wall 3 inches minimum to 6 inches maximum above the horizontal grab bar, and 4 inches maximum inward from the front edge of the bathtub. One horizontal grab bar 12 inches minimum in length shall be provided on the head end wall at the front edge of the bathtub. All bars shall be 1.25" diameter, type 304, 18 gauge (.049), brushed satin stainless steel, with round snap on covers and welded 3" flanges and a 1.5" space between the bar and wall. Bars must be fastened securely to the wall framing.

INSTALL 3 GRAB BARS IN BATHROOM LOCATED AT CLIENTS CONVENIENCE

Location Total:

340<sup>00</sup> ✓

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 9 Environmental Rehab

## 9163 STABILIZE CEILING

55.00 SF

550<sup>00</sup>

After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.

Add new texture//popcorn

Multiple locations/ Hall-Livingroom

Trade: 10 Carpentry

## 3080 THRESHOLD-METAL

1.00 EA

190<sup>00</sup>

Install metal threshold with an interlocking vinyl insert. Trim door as necessary to create a snug fit.

Location--Garage to house door

Trade: 21 HVAC

## 6075 HEATER, SERVICE/RPR

1.00 EA

300<sup>00</sup>

Clean, inspect and adjust heating equipment and controls. Replace filter. Report any recommended replacement parts to owner.

Includes coils on condenser and A frame. Vacuum any dust from unit.

## 6415 DRYER VENT

1.00 EA

100<sup>00</sup>

Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Vent Closure outlet. Do not fasten with nails, screws or other fasteners that protrude into the interior of the exhaust duct. Use pop rivets to connect sections of duct. Seal all joints and seams with duct mastic, not duct tape. Secure duct and hood to framing.

Trade: 23 Electric

## 7810 SMOKE DETECTOR--HARD WIRED--BATTERY BACK-UP

4.00 EA

1100<sup>00</sup>

Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box with battery back-up.

Trade: 27 Fire Protection

## 8721 CARBON MONOXIDE DETECTOR

1.00 EA

200<sup>00</sup>

Install a hard wired or plug-in carbon monoxide detector in same room as fuel burning appliance.

location--near door to garage

Location Total: 2390<sup>00</sup>

Location: 5 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 23 Electric

## 7835 RANGE HOOD EXTERIOR VENTED

1.00 EA

650<sup>00</sup>

Install an exterior ducted enameled range hood with integral controls and light capable of 100 cfm at 70 sones. Attach hood to cabinet with screws. Include metal vent and roof or wall cap/damper assembly, using #14 copper Romex. Owner's choice of color.

Location Total: 650<sup>00</sup>

Location: 6 - Bathroom Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 6 - Bathroom Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 18 Ceramic Tile

5410 CERAMIC TILE--REPAIR

55.00 SF

450<sup>00</sup>

Remove damaged tiles. Cut and thin set ceramic tile of matching color and size. Regrout entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations.

remove loose tile, repair backer board using dura-rock or similar waterproof board, install new tile match as close as possible. Grout and caulk.

Location Total:

750<sup>00</sup>

Location: 7 - Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 17 Drywall &amp; Plaster

5210 DRYWALL--PATCH--LARGE

25.00 SF

350<sup>00</sup>

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.

SKYLIGHT OPENING. COVER WITH DRYWALL/INSULATE ABOVE. BLEND WITH EXISTING CEILING AND TEXTURE.

Location Total:

350<sup>00</sup>

Unit Total for 1844 Mackenzie - Eckert , Unit 5884:

Address Grand Total for 1844 Mackenzie - Eckert :

25,600<sup>00</sup>

Bidder:

CHAD WILLHITE

## Holly MacLean

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**From:** sophia.fihs@yahoo.com  
**Sent:** Friday, February 24, 2017 1:42 PM  
**To:** Holly MacLean  
**Cc:** 'tsumner@tsumner.com'  
**Subject:** Re: Error on specs

We will not be bidding on this work order.

Thanks,  
Sophia Ferranti  
904-616-5814

On Friday, February 10, 2017 3:09 PM, Holly MacLean <Holly.MacLean@claycountygov.com> wrote:

Please review the e-mail message below. This information will be helpful as you firm up your bid.

Please confirm receipt of this message.

Thank you

**From:** Thomas Stauffacher [mailto:thomas.creativeenterprise@gmail.com]  
**Sent:** Friday, February 10, 2017 2:39 PM  
**To:** Theresa Sumner; Holly MacLean; BDI - Bob  
**Subject:** Error on specs

Hey all,

Bob found an error on my specifications, I added skylights to the bid and did not add the removal of skylights from the bid. Can you please resend this with the correction to the contractors. Sorry for the mess up.

--  
Thomas Stauffacher  
Creative Contracting and Consultation  
[thomas.creativeenterprise@gmail.com](mailto:thomas.creativeenterprise@gmail.com)  
904.466.7601  
RR 282811866



## CLAY COUNTY FLORIDA

### State Housing Initiative Partnership Program

PO Box 1366  
477 Houston Street  
Green Cove Springs, FL  
32043

Area code: 904  
Phone: 529-4700  
278-4700  
Fax: 278-4786

**County Manager**  
Stephanie C. Kopelousos

**Commissioners:**  
Mike Cella  
District 1

Wayne Bolla  
District 2

Diane Hutchings  
District 3

Buck Burney  
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: Holly Coyle, Director of Economic and Development Services

FROM: Theresa Sumner, SHIP Program Administrator

DATE: February 28, 2017

SUBJECT: Waiver to Award Bid

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Twenty-one contractors were invited to attend a SHIP walkthrough on January 26, 2017. Four contractors attended the walkthrough. Two presented valid bids on the bid due date of February 13, 2017.

After careful thought and consideration, I am requesting a waiver from awarding the bid to the lowest bidder which would allow the SHIP award to Libert Homes, Inc., who is the second lowest bidder. Libert Homes, Inc. is the most responsible and reliable bidder. The factual support for this waiver request is as follows:

The SHIP Program received numerous complaints relating to other SHIP projects worked on by Bernard Development, Inc. These complaints were verified through on-site inspection(s) and relate primarily to unsatisfactory workmanship, incomplete work and lack of professionalism or care as required by the SHIP Program. Ongoing efforts are being made to try and resolve the homeowner(s) and inspector's concerns without success.

Due to the severity and volume of complaints, of which there has not been an acceptable resolution, the recommendation is to award the work to another responsible bidder at this time. The above representations and recommendations are made in an effort to ensure the best interest of the residents of Clay County, their home and the integrity of the SHIP program.

# CLAY COUNTY, FLORIDA

## VERBAL/Written QUOTE COMPARISON SHEET

Homeowner Name/Address	Informal Bid Process			Emergency Rehab	
Joyce Westbrook	Yes			No	
3318 Westfield Drive					
Green Cove Springs, FL 32043					

VENDOR INFORMATION	
Bernard Development, Inc.	Vendor #904652
1708 Muirfield Drive	
Green Cove Springs, FL 32043	Quote Amount:
Phone # (904) 529-5104	\$20,056.00
Fax # (866) 762-7597	
Contact name: Bob Bernard	

QUOTE INFORMATION
Date quote received: 2/13/17
Date quote expires: 3/13/17

DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

VENDOR INFORMATION	
Fleming Island Home Services, Inc.	Vendor #905841
2285 Eagle Harbor Parykwy	
Fleming Island, FL 32003	Quote Amount:
Phone # (904) 616-5814	\$31,680.00
Fax #	
Contact name: Sophia Ferranti	

QUOTE INFORMATION
Date quote received: 2/13/17
Date quote expires: 3/13/17

DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

VENDOR INFORMATION	
American Coastal Builders	Vendor #905706
2950 Halcyon Lane	
Jacksonville, FL 32223	Quote Amount:
Phone # (904) 800-9180	No Bid
Fax # (904) 527-8531	
Contact name: Ray Nagy	

QUOTE INFORMATION
Date quote received:
Date quote expires:

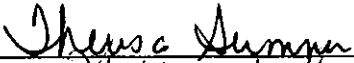
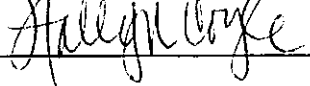
DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

VENDOR INFORMATION	
Libert Homes, Inc.	Vendor #09901298
Post Office Box 829	
Middleburg, FL 32050	Quote Amount:
Phone # (904) 838-1262	\$20,150.00
Fax # (904) 282-7406	
Contact name: Rich Libert	

QUOTE INFORMATION
Date quote received: 2/13/17
Date quote expires: 3/13/17

DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

Staff assigned to tabulate bids and make recommendations:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Theresa Sumner	SHIP Program Administrator	
Holly Coyle	Director, Economic and Development Services	

RECOMMENDATION: Please see Memo to Holly Coyle

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# SPECS BY LOCATION/TRADE

1/30/2017

Pre-Bid Site Visit: \_\_\_\_\_

Case Number: 5881 \_\_\_\_\_

Bidding Open Date: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Bidding Close Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Initial: \_\_\_\_\_

Address: 3318 Westfield \_\_\_\_\_ Unit: Westbrook 5881 \_\_\_\_\_

Location: 1 - General Requirements \_\_\_\_\_ Approx. Wall SF: 0 \_\_\_\_\_ Ceiling/Floor SF: 0 \_\_\_\_\_

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 1 General Requirements

## 14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU \_\_\_\_\_

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WVU) with the "Date Inspected" date of \_\_\_\_\_ & referred to as Exhibit 1. The contractor shall initial & date each page of the WVU.

X \_\_\_\_\_  
Contractor \_\_\_\_\_ Date \_\_\_\_\_

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR \_\_\_\_\_

All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 37 ELECTRICAL PERMIT REQUIRED

1.00 EA \_\_\_\_\_

Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 39 HVAC PERMIT REQUIRED

1.00 EA \_\_\_\_\_

Prior to the start of the heating/cooling work, the contractor shall create a heating distribution layout and perform heat/cooling loss calculations and all other documentation needed to apply for, pay for and receive an HVAC permit on behalf of the owner.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 45 CONTRACTOR PRE-BID SITE VISIT

1.00 DU \_\_\_\_\_

The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 77 NEW MATERIALS REQUIRED

1.00 GR \_\_\_\_\_

All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 80 CODES AND ORDINANCES COMPLIANCE

1.00 GR \_\_\_\_\_

In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of the local municipality, for that job site, and the State of Florida, pertaining to building

Address: 3318 Westfield

Unit: Westbrook 5881

Location: 1 - General Requirements

Approx Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				

construction, zoning, environmental protection, energy efficiency, and worker safety.

**85 CLOSE-IN INSPECTIONS REQUIRED**

1.00 GR

Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

**90 1 YEAR GENERAL WARRANTY**

1.00 DU

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final inspection. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

Location Total:

Location: 2 - Exterior

Approx Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 5	Demolition & Disposal				

**800 DUMPSTER--20 CUBIC YARDS**

2.00 EA

After procuring all required permits, place a 20 cubic yard, roll-off dumpster without damaging the site. Collect construction debris using dust control methods.

550

Trade: 10 Carpentry

**2825 GLASS REPLACE--SKYLIGHT**

2.00 SF

Dispose of broken or cracked skylight. Install fire rated, wire reinforced glass and a silicone or polyurethane bedding putty.

450

Repair roof around new skylight and rotted decking.

**2940 WINDOW--ALUMINUM FIXED SASH**

1.00 EA

Field measure, fabricate, and install a white, enameled aluminum, double glazed, thermal break, moveable sash including all necessary panning, caulk and trim.

495

Location: window adjacent to front door in entryway. Replace broken window.

**2950 WINDOW--ALUM SLIDER DBL GLZ**

1.00 EA

Remove and replace sliding glass door handle

200

Trade: 15 Roofing

**4580 TEAR OFF AND REROOF--SHINGLES**

28.00 SQ

Remove and dispose of all roofing & defective sheathing offsite, in a code-legal dump. Replace up to 5 sf of damaged sheathing per 100 sf of roof using pine board or plywood to matching existing decking thickness. Install fasteners to re-nail all roof decking to meet current codes. Remove and replace all damaged fascia and soffit, with comparable material, primed and top coated, in homeowner's choice of color, or to match existing.

9500

Install 15 lb felt per local code. With comparable or better to existing products, install all new vent pipe boots, roof vents, flashing, 1"x2" PT drip edge holdout, and preformed white aluminum drip edge. Install 220 lb fiberglass asphalt, dimensional shingles with a 30 yr warranty. Magnetically sweep for fasteners, and dispose of all debris from roof and yard.

Address: 3318 Westfield Unit: Westbrook 5881

Location: 2 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	Roofing				

Verify local codes prior to starting work. Roofing requires a separate permit by a Florida licensed roofing contractor.

Determine reason for high decking at seams. Repair as needed.

4723 VENT-SOFFIT, CONTINUOUS

25.00 LF

275

Remove existing soffit on left side of home where existing has dropped. Re install "J" channel so it will not sag and reinstall soffit.

Location Total:

11,470 ✓

Location: 3 - Bathroom // Hall Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 16	Conservation				

4920 INSULATE CEILING, R-30 KRAFT FACED BATT

150.00 SF

200

After air sealing (Spec # 16-4903) install 12" thick R-30 unfaced fiberglass batts between the ceiling joists carefully fitting the fiberglass around obstructions such as wires, pipes ductwork and building components to insure a consistent and continuous R30 rating. Staple flanges to the interior faces of the studs. Notify Owner when the installation is ready for inspection. The inspection will include spot checks for quality, pulling some of the facing away from the studs. The contractor will reinstall areas accessed for inspection. Insulation must be inspected before the ceiling finish is installed.

INSULATE SKYLIGHT CHASE AFTER REPAIR

Trade: 17 Drywall & Plaster

5210 DRYWALL-PATCH-LARGE

150.00 SF

950

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.

Includes area up to skylight.

Trade: 19 Paint & Wallpaper

5600 TEXTURE-SPRAY

150.00 SF

550

Remove all loose and chipped paint, tape all seams and major cracks with fiberglass mesh joint tape. Mask/cover all surfaces not to be textured to eliminate overspray. Spray with a latex paint based medium texture per the manufacturer's recommended procedure.

Location Total:

1700 ✓

Location: 4 - Whole House Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				

100 FURNITURE REMOVAL/REPLACEMENT

5.00 RM

550

Move furniture allowance for flooring.

Trade: 20 Floor Coverings

5958 RESILIENT VINYL PLANK FLOORING--INSTALL

1,136.00 SF

5000

Secure existing underlayment if present. Fill seams, holes and other defects with a manufacturer approved filler to create a smooth surface. Install resilient vinyl plank flooring, such as TrafficMASTER Allure, in 6" width x 36" length, with a minimum 3.8mm thickness, and 4mil wear layer, per manufacturer's recommendations. Install metal transition strips in openings. Owner's choice of pattern and color.

Address: 3318 Westfield

Unit: Westbrook 5881

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 20	Floor Coverings				

Approximate Measurements:: Contractor must verify quantities

Front right bedroom - 12x14  
Front middle bedroom - 10x14  
Back right bedroom - 11x12  
Hall - 3x10  
Dining/Living - 18x16  
Master bed - 14x16  
Master closet - 6x9

**5965 CARPET AND PAD-REMOVE**

7.00 RM

550

Remove carpet, pad, metal edge strips and tack strips to a recycling center if available. If recycling is not possible remove to a code legal dump.

Trade: 23 Electric

**7560 RECEPTACLE REPLACE**

30.00 EA

600

Replace receptacle with ivory or white duplex receptacle and ivory or white cover plate.

**7583 REPLACE RECEPTACLE WITH GFCI DEVICE**

7.00 EA

280

Replace existing receptacle with an ivory or white surfaced mounted ground fault circuit interrupt receptacle with ivory or white cover plate.

In both bathrooms, garage, and kitchen

Location Total:

6980 ✓

Unit Total for 3318 Westfield , Unit Westbrook 5881:

Address Grand Total for 3318 Westfield :

20,150 ✓

Bllder:

LIBERT HOMES, INC

11017

1/30/2017

## SPECS BY LOCATION/TRADE

Pre-Bid Site Visit: 1/26/2017  
 Bidding Open Date: 1/31/2017  
 Bidding Close Date: 2/13/2017  
 Initial: RLB

Case Number: 5881  
 Project Manager: Bernard Development, Inc.  
 Phone: (904) 529-5104

Address: 3318 Westfield Unit: Westbrook 5881  
 Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				

**14 CONTRACTOR ACCEPTS SCOPE OF WORK**

1.00 DU N/A N/A

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of 1/26/17 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

x Michael Bernard 2-13-17  
 Contractor Date

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

**35 VERIFY QUANTITIES/MEASUREMENTS**

1.00 GR N/A N/A

All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

**37 ELECTRICAL PERMIT REQUIRED**

1.00 EA 323 323

Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

**39 HVAC PERMIT REQUIRED**

1.00 EA N/A N/A

Prior to the start of the heating/cooling work, the contractor shall create a heating distribution layout and perform heat/cooling loss calculations and all other documentation needed to apply for, pay for and receive an HVAC permit on behalf of the owner.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

**45 CONTRACTOR PRE-BID SITE VISIT**

1.00 DU N/A N/A

The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

**77 NEW MATERIALS REQUIRED**

1.00 GR N/A N/A

All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

**80 CODES AND ORDINANCES COMPLIANCE**

1.00 GR N/A N/A

In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of the local municipality, for that job site, and the State of Florida, pertaining to building

Address: 3318 Westfield Unit: Westbrook 5881

Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 1 General Requirements

construction, zoning, environmental protection, energy efficiency, and worker safety.

**85 CLOSE-IN INSPECTIONS REQUIRED**

1.00 GR N/A N/A

Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID. THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

**90 1 YEAR GENERAL WARRANTY**

1.00 DU N/A N/A

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final inspection. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID. THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

Location Total: 323

Location: 2 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 5 Demolition & Disposal

**800 DUMPSTER--20 CUBIC YARDS**

2.00 EA 452 452

After procuring all required permits, place a 20 cubic yard, roll-off dumpster without damaging the site. Collect construction debris using dust control methods.

Trade: 10 Carpentry

**2825 GLASS REPLACE--SKYLIGHT**

2.00 SF 565 565

Dispose of broken or cracked skylight. Install fire rated, wire reinforced glass and a silicone or polyurethane bedding putty.

Repair roof around new skylight and rotted decking.

**2940 WINDOW--ALUMINUM FIXED SASH**

1.00 EA 221 221

Field measure, fabricate, and install a white, enameled aluminum, double glazed, thermal break, moveable sash including all necessary panning, caulk and trim.

Location: window adjacent to front door in entryway. Replace broken window.

**2950 WINDOW--ALUM SLIDER DBL GLZ**

1.00 EA 113 113

Remove and replace sliding glass door handle

Trade: 15 Roofing

**4580 TEAR OFF AND REROOF--SHINGLES**

28.00 SQ 8,193 8,193

Remove and dispose of all roofing & defective sheathing offsite, in a code-legal dump. Replace up to 5 sf of damaged sheathing per 100 sf of roof using pine board or plywood to matching existing decking thickness. Install fasteners to re-nail all roof decking to meet current codes. Remove and replace all damaged fascia and soffit, with comparable material, primed and top coated, in homeowner's choice of color, or to match existing.

Install 15 lb felt per local code. With comparable or better to existing products, install all new vent pipe boots, roof vents, flashing, 1"x2" PT drip edge holdout, and preformed white aluminum drip edge. Install 220 lb fiberglass asphalt, dimensional shingles with a 30 yr warranty. Magnetically sweep for fasteners, and dispose of all debris from roof and yard.

Address: 3318 Westfield

Unit: Westbrook 5881

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	Roofing				

Verify local codes prior to starting work. Roofing requires a separate permit by a Florida licensed roofing contractor.

Determine reason for high decking at seams. Repair as needed.

## 4723 VENT--SOFFIT, CONTINUOUS

25.00 LF 204 204

Remove existing soffit on left side of home where existing has dropped. Re install "J" channel so it will not sag and reinstall soffit.

Location Total: 9,748 ✓

Location: 3 - Bathroom // Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 16	Conservation				

## 4920 INSULATE CEILING, R-30 KRAFT FACED BATT

150.00 SF 226 226

After air sealing (Spec # 16-4903) install 12" thick R-30 unfaced fiberglass batts between the ceiling joists carefully fitting the fiberglass around obstructions such as wires, pipes ductwork and building components to insure a consistent and continuous R30 rating. Staple flanges to the interior faces of the studs. Notify Owner when the installation is ready for inspection. The inspection will include spot checks for quality, pulling some of the facing away from the studs. The contractor will reinstall areas accessed for inspection. Insulation must be inspected before the ceiling finish is installed.

INSULATE SKYLIGHT CHASE AFTER REPAIR

Trade: 17 Drywall &amp; Plaster

## 5210 DRYWALL--PATCH--LARGE

150.00 SF 961 961

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.

Includes area up to skylight.

Trade: 19 Paint &amp; Wallpaper

## 5600 TEXTURE--SPRAY

150.00 SF 249 249

Remove all loose and chipped paint, tape all seams and major cracks with fiberglass mesh joint tape. Mask/cover all surfaces not to be textured to eliminate overspray. Spray with a latex paint based medium texture per the manufacturer's recommended procedure.

Location Total: 1,436 ✓

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				

## 100 FURNITURE REMOVAL/REPLACEMENT

5.00 RM 565 565

Move furniture allowance for flooring.

Trade: 20 Floor Coverings

## 5956 RESILIENT VINYL PLANK FLOORING--INSTALL

1,136.00 SF 5,876 5,876

Secure existing underlayment if present. Fill seams, holes and other defects with a manufacturer approved filler to create a smooth surface. Install resilient vinyl plank flooring, such as TrafficMASTER Allure, in 6" width x 36" length, with a minimum 3.8mm thickness, and 4mil wear layer, per manufacturer's recommendations. Install metal transition strips in openings. Owner's choice of pattern and color.

Address: 3318 Westfield Unit: Westbrook 5881

Location: 4 - Whole House Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 20 Floor Coverings

Approximate Measurements:: Contractor must verify quantities

Front right bedroom - 12x14  
Front middle bedroom - 10x14  
Back right bedroom - 11x12  
Hall - 3x10  
Dining/Living - 18x16  
Master bed - 14x16  
Master closet - 6x9

**5965 CARPET AND PAD--REMOVE**

7.00 RM 565 565

Remove carpet, pad, metal edge strips and tack strips to a recycling center if available. If recycling is not possible remove to a code legal dump.

Trade: 23 Electric

**7560 RECEPTACLE REPLACE**

30.00 EA 1,187 1,187

Replace receptacle with ivory or white duplex receptacle and ivory or white cover plate.

**7583 REPLACE RECEPTACLE WITH GFCI DEVICE**

7.00 EA 356 356

Replace existing receptacle with an ivory or white surfaced mounted ground fault circuit interrupt receptacle with ivory or white cover plate.

In both bathrooms, garage, and kitchen

Location Total: 8,549 ✓

Unit Total for 3318 Westfield , Unit Westbrook 5881: 20,056

Address Grand Total for 3318 Westfield : 20,056 ✓

Bidder: Bernard Development, Inc.

*REB*

# SPECS BY LOCATION/TRADE

1/30/2017

Pre-Bid Site Visit: \_\_\_\_\_  
 Bidding Open Date: \_\_\_\_\_  
 Bidding Close Date: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Case Number: 5881  
 Project Manager: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Address: **3318 Westfield**

Unit: **Westbrook 5881**

Location: **1 - General Requirements**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				

## 14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of 1-26-17 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

x Nicholas Ferrante 2-13-17  
 Contractor Date

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR

All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 37 ELECTRICAL PERMIT REQUIRED

1.00 EA

Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 39 HVAC PERMIT REQUIRED

1.00 EA

Prior to the start of the heating/cooling work, the contractor shall create a heating distribution layout and perform heat/cooling loss calculations and all other documentation needed to apply for, pay for and receive an HVAC permit on behalf of the owner.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 45 CONTRACTOR PRE-BID SITE VISIT

1.00 DU

The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 77 NEW MATERIALS REQUIRED

1.00 GR

All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.  
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 80 CODES AND ORDINANCES COMPLIANCE

1.00 GR

In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of the local municipality, for that job site, and the State of Florida, pertaining to building

872/13/17

Address: 3318 Westfield

Unit: Westbrook 5881

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 1 General Requirements

construction, zoning, environmental protection, energy efficiency, and worker safety.

## 85 CLOSE-IN INSPECTIONS REQUIRED

1.00 GR

Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID. THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

## 90 1 YEAR GENERAL WARRANTY

1.00 DU

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final inspection. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID. THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

Location Total:

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 5 Demolition &amp; Disposal

## 800 DUMPSTER--20 CUBIC YARDS

2.00 EA

\$500

After procuring all required permits, place a 20 cubic yard, roll-off dumpster without damaging the site. Collect construction debris using dust control methods.

Trade: 10 Carpentry

## 2825 GLASS REPLACE--SKYLIGHT

2.00 SF

\$2800

Dispose of broken or cracked skylight. Install fire rated, wire reinforced glass and a silicone or polyurethane bedding putty.

Repair roof around new skylight and rotted decking.

## 2940 WINDOW--ALUMINUM FIXED SASH

1.00 EA

\$600

Field measure, fabricate, and install a white, enameled aluminum, double glazed, thermal break, moveable sash including all necessary panning, caulk and trim.

Location: window adjacent to front door in entryway. Replace broken window.

## 2950 WINDOW--ALUM SLIDER DBL GLZ

1.00 EA

\$100

Remove and replace sliding glass door handle

Trade: 15 Roofing

## 4580 TEAR OFF AND REROOF--SHINGLES

28.00 SQ

\$14600

Remove and dispose of all roofing & defective sheathing offsite, in a code-legal dump. Replace up to 5 sf of damaged sheathing per 100 sf of roof using pine board or plywood to matching existing decking thickness. Install fasteners to re-nail all roof decking to meet current codes. Remove and replace all damaged fascia and soffit, with comparable material, primed and top coated, in homeowner's choice of color, or to match existing.

Install 15 lb felt per local code. With comparable or better to existing products, install all new vent pipe boots, roof vents, flashing, 1"x2" PT drip edge holdout, and preformed white aluminum drip edge. Install 220 lb fiberglass asphalt, dimensional shingles with a 30 yr warranty. Magnetically sweep for fasteners, and dispose of all debris from roof and yard.

87 2/13/17

Address: 3318 Westfield

Unit: Westbrook 5881

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 15 Roofing

Verify local codes prior to starting work. Roofing requires a separate permit by a Florida licensed roofing contractor.

Determine reason for high decking at seams. Repair as needed.

4723 VENT--SOFFIT, CONTINUOUS

25.00 LF

\$400

Remove existing soffit on left side of home where existing has dropped. Re install "J" channel so it will not sag and reinstall soffit.

Location Total:

\$19,000-

Location: 3 - Bathroom // Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 16 Conservation

4920 INSULATE CEILING, R-30 KRAFT FACED BATT

150.00 SF

\$2,000

After air sealing (Spec # 16-4903) install 12" thick R-30 unfaced fiberglass batts between the ceiling joists carefully fitting the fiberglass around obstructions such as wires, pipes ductwork and building components to insure a consistent and continuous R30 rating. Staple flanges to the interior faces of the studs. Notify Owner when the installation is ready for inspection. The inspection will include spot checks for quality, pulling some of the facing away from the studs. The contractor will reinstall areas accessed for inspection. Insulation must be inspected before the ceiling finish is installed.

INSULATE SKYLIGHT CHASE AFTER REPAIR

Trade: 17 Drywall &amp; Plaster

5210 DRYWALL--PATCH--LARGE

150.00 SF

\$1,000

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.

Includes area up to skylight.

Trade: 19 Paint &amp; Wallpaper

5600 TEXTURE--SPRAY

150.00 SF

\$800

Remove all loose and chipped paint, tape all seams and major cracks with fiberglass mesh joint tape. Mask/cover all surfaces not to be textured to eliminate overspray. Spray with a latex paint based medium texture per the manufacturer's recommended procedure.

Location Total:

\$3,800-

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 1 General Requirements

100 FURNITURE REMOVAL/REPLACEMENT

5.00 RM

\$250

Move furniture allowance for flooring.

Trade: 20 Floor Coverings

5956 RESILIENT VINYL PLANK FLOORING--INSTALL

1,136.00 SF

\$7,000

Secure existing underlayment if present. Fill seams, holes and other defects with a manufacturer approved filler to create a smooth surface. Install resilient vinyl plank flooring, such as TrafficMASTER Allure, in 6" width x 36" length, with a minimum 3.8mm thickness, and 4mil wear layer, per manufacturer's recommendations. Install metal transition strips in openings. Owner's choice of pattern and color.

272/13/17

Address: 3318 Westfield

Unit: Westbrook 5881

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 20 Floor Coverings

Approximate Measurements:: Contractor must verify quantities

Front right bedroom - 12x14

Front middle bedroom - 10x14

Back right bedroom - 11x12

Hall - 3x10

Dining/Living - 18x16

Master bed - 14x16

Master closet - 6x9

5965 CARPET AND PAD--REMOVE

7.00 RM

\$250

Remove carpet, pad, metal edge strips and tack strips to a recycling center if available. If recycling is not possible remove to a code legal dump.

Trade: 23 Electric

7580 RECEPTACLE REPLACE

30.00 EA

\$680

Replace receptacle with ivory or white duplex receptacle and ivory or white cover plate.

7583 REPLACE RECEPTACLE WITH GFCI DEVICE

7.00 EA

\$700

Replace existing receptacle with an ivory or white surfaced mounted ground fault circuit interrupt receptacle with ivory or white cover plate.

In both bathrooms, garage, and kitchen

Location Total:

\$8,880-

Unit Total for 3318 Westfield , Unit Westbrook 5881:

Address Grand Total for 3318 Westfield :

\$31,680-

Bidder:

Fleming Island Home  
Services, Inc.

8/2/13/17

## Holly MacLean

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**From:** rnagy@american-coastal.com  
**Sent:** Monday, February 13, 2017 1:36 PM  
**To:** Holly MacLean  
**Cc:** Theresa Sumner  
**Subject:** Ship Bids

Hello Holly & Theresa,

I just wanted to inform that unfortunately we will not be able to submit bids for the SHIP jobs and will hopefully be on the lookout for future walks. Thank you.

Ray Nagy

Cell: 904-710-9545  
[rnagy@american-coastal.com](mailto:rnagy@american-coastal.com)  
American Coastal Builders  
[www.american-coastal.com/](http://www.american-coastal.com/)  
Lic# CGC1507130  
2950 Halcyon Lane, suite 503. Jacksonville, FL 32223  
Office: 904-800-9180



## Budget, Personnel & Policy Committee Report May 19, 2014

The Budget, Personnel & Policy Committee met on Monday, May 19, 2014 at 3:06 p.m. in the BCC Meeting Room. Those in attendance are listed on the attached attendance log. After review and discussion, the committee recommended the following:

### **PUBLIC COMMENTS** No public comments were made.

1. Recommended approval of two agreements with Vision Internet Providers, Inc:  
  
A) Recommended approval of the Website Design Agreement with Vision Internet Providers, Inc. in the amount of \$34,889.17. Further approval of advance payment is requested. The contract amount provided is based off the GSA authorized Federal supply schedule contract #GS-07F-0509W. The term of the agreement is for one year. Funding Source: 001-0107-531000  
  
B) Recommended approval of the Website Hosting Agreement with Vision Internet Providers, Inc. in the total amount of \$33,618.98 (which includes an annual 5% increase for the 4 year term). Recommended additional approval of advancement payment to be paid annually is requested. The term of the agreement is for 4 years. Funding Source: 001-0107-554000
2. Recommended approval of Budget Transfer #14-079 in the amount of \$5,650.00 to allocate funds in Green Cove Springs Library Division's budget to cover health insurance costs through the end of the fiscal year. The funds are being transferred within the department from the Orange Park Library Division's health insurance account. The transfer is between cost centers within the same fund. Funding Source: 001-3302-523000
3. Recommended approval to rescind award of Bid No. 13/14-18, Limerock Base, to Beaver Bulk and award to next lowest and responsible bidder, Liberty Trucking, LLC. On March 25, 2014 the BCC approved award of Bid No. 13/14-18 to Beaver Bulk as an annual bid for purchase of limerock as needed. On April 24, 2014 Beaver Bulk notified the County that they were unable to perform and meet the requirements of the bid. At this time staff is requesting approval to rescind bid award and award to next lowest and responsible bidder, Liberty Trucking, LLC. Approval will be effective after 72-hour bid protest period has expired, assuming no protests are received. Submittals are available for review in the Purchasing Division. Funding Sources: 101-3701-553000 & 101-3701-546100
4. Recommended approval of Budget Transfer #14-080 in the amount of \$4,200.00 to allocate funds in the Board of Tax Adjustment's budget to cover reimbursement costs to the Clay County Tax Collector pertaining to mailing of 2013 tax notices. This transfer is necessary due to the facts that (1) actual mailing costs exceeded estimated costs and (2) budget transfers within the cost center to cover higher than expected VAB attorney and Special Magistrate costs. This transfer is between cost centers within the same fund. Funding Source: 001-0101-531000

5. Recommended approval of Resolution of revised Health Department fees. Periodically, the Clay County Health Department reviews its fees and determines whether the fees should be changed based on the cost of services. Attached is a resolution revising the fees included therein. This is the first revision since 2004.
6. Recommended approval of Clay County Economic Development Corporation proposal for new economic development incentive based on increase in ad valorem tax solely from tangible personal property. Qualifiers that are to be added are (1) that the Property Appraiser's Office is to provide tangible personal property certified values, and, (2) to restrict the types of jobs created to those that also comply with the State of Florida's Qualified Target Industry Incentive.
7. Recommended approval to waive the Purchasing Policy Formal and Competitive Bids requirement as it relates to SHIP Rehabilitation projects. Written quotes will still be required for these projects.

**PUBLIC COMMENTS** No public comments were made.

There being no further business to come before the committee, the meeting adjourned at 3:27 p.m.

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Diane Hutchings  
Committee Chair

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Angela Goodermote  
Recording Secretary

ten percent (10%) of the maximum threshold amount defined above or \$1,000, whichever is less. If the amount of the change is less than \$100, the invoice may be processed without a change order.

c.) In the event the purchasing agent does not select the lowest verbal quote, then the explanation therefore must be approved by the County Manager, submitted with the requisition, and submitted for information to the Board of County Commissioners.

(9) a.) All purchases equal to or greater than \$15,000 and less than \$25,000 must be reviewed and approved by the County Manager and must follow the procedures outlined in Chapter 5 (A) and (B) above. In addition to these requirements, the requesting department shall, with all due diligence, obtain from the vendor on the vendor's letterhead 3 written quotes to be attached to each Purchase Requisition and forwarded to the Purchasing Officer and Finance department. Written quotes shall contain the following information at minimum: 1) Date quote was received; 2) Vendor Business name; 3) Vendor telephone number; 4) Item description; 5) Total purchase price quote; 6) Name of vendor employee who prepared the quote. 7) Date upon which the quote becomes void (i.e.: the last day that the vendor will honor the quote, or "good through" statement). Copies of this documentation shall be attached to the Purchase Requisition and filed with the Purchase/Blanket Order in the Finance department. Due to impracticality the repair of heavy equipment is exempt from the written quotes requirement. The repairs must be approved by the County Manager, and submitted for information to the Board of County Commissioners under the County Manager's Business at its next regular meeting. An official list of such equipment as defined below shall be maintained and provided by the Fleet Maintenance Division and approved by the County Manager.

Heavy Equipment – Shall be defined as follows:

- (1) Public Safety, Construction and Material Handling Equipment with a rating of more than 85 horsepower.
- (2) Transportation Equipment with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.
- (3) Fire and Rescue Vehicles with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.

b.) It shall be the policy of the Board that goods and services within this cost range shall be purchased from responsible vendors offering the best value for the most conforming goods or services at lowest quoted written price. If three written quotes cannot be obtained and documented, the agent must attach a written explanation to the requisition. The requisition can be approved and the purchase made without three written quotes if the agent's written explanation why three written quotes could not reasonably be obtained is adequate and approved by County Manager or his or her designee. Additionally, in the event of an unanticipated cost overrun or increase occurring in good faith and subsequent to issuing of the purchase order, the County Manager may approve a one-time change order increasing the maximum threshold defined in this paragraph by an amount not to exceed ten percent (10%) of the maximum threshold amount defined above or \$1,000, whichever is less. If the amount of the change is less than \$100, the invoice may be processed without a change order.

c.) In the event the purchasing agent does not select the lowest written quote, then the explanation therefore must be approved by the County Manager, submitted with the requisition, and submitted for information to the Board of County Commissioners under "County Manager's Business" at its next regular meeting.

(10)(a) Formal and competitive bids are required for all purchases equal to or greater than \$25,000 and shall be made and otherwise governed in accordance with the formal bid process in this Purchasing Manual. Notwithstanding anything else to the contrary in this Purchasing Manual: Due to impracticality the repair of heavy equipment is exempt from the competitive bids requirement. The repairs must be approved by the County Manager, and submitted for information to the Board of County Commissioners under the County Manager's Business at its next regular meeting. An official list of such equipment as defined below shall be maintained and provided by the Fleet Maintenance Division and approved by the County Manager.

Heavy Equipment – Shall be defined as follows:

- (1) Public Safety, Construction and Material Handling Equipment with a rating of more than 85 horsepower.
- (2) Transportation Equipment with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.
- (3) Fire and Rescue Vehicles with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, March 21 10:00 AM

TO: Finance and Audit Committee

DATE: 3/13/2017

FROM: Administrative and  
Contractual Services

SUBJECT: Approval of the Sixth Amendment and Modification to Agreement #09/10-141 with Tracker Software Corporation, Inc., for maintenance and support of the Pubworks software, for a term of one year, at the cost of \$10,500.00. Approval of sole source and advance payment are also requested. Funding Source: 001-0107-546100 (General Fund - MIS - Repairs and Maintenance) (T. Nagle)

AGENDA ITEM TYPE:

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BACKGROUND INFORMATION:

This Agreement will allow for the continued maintenance and support of the Pubworks software to track work orders and requests.

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

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

Funding Source: General Fund - MIS - Repairs and Maintenance

Account # 001-0107-546100 Amount - \$10,500.00

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

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

Planning Requirements:

Public Hearing Required (Yes\No):

**No**

Hearing Type:

Initiated By:

Not Applicable

**ATTACHMENTS:**

Description

- ▣ Agreement #09/10-141 Sixth Amendment
- ▣ Sole Source Documentation

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/14/2017 - 8:57 AM	
County Manager	Kopelousos, Stephanie	Approved	3/16/2017 - 8:01 AM	

<div style="text-align: center;"> <b>RECEIVED</b>  <b>FEB 17 2017</b> </div>		<b>AGREEMENT/CONTRACT REVIEW FORM</b>		<b>MEETING DATE</b> BCC FIN 3-21-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED				
DATE: <u>Clay County Attorney's Office</u>		02/08/2017 <span style="float: right;">(57W)</span>		
Staff Member Preparing Form:		M. Sturdivant/ T. Nagle		
Department Submitting Contract:		MIS		
Vendor Name:		Tracker Software Corporation, INC.		
Contract Title:		Sixth amendment and modification to agreement #09/10-141 Pubworks Software Maintenance and support		
<b>SUMMARY (TO BE COMPLETED BY DEPARTMENT)</b>				
1. New Contract	Y	N	9. Contract Amount (*Detail negotiation efforts below): \$10,500.00	
2. Renewal <u>Amend</u> /Supplement	Y	N	10. Last Year's Price (*If increase explain below): \$10,195.00	
3. Sole Source ** (explain below)	Y**	N	11. Date of Original Contract: 6/8/2010	
4. Quotes/bid policy met	Y	N	12. Number of Renewals: 6	
5. Need to waive bid policy	Y	N	13. Length of Term: 1 Year	
6. Automatic renewal	n/a	N	Requested Action: <u>Approval of the Pubworks Software Maintenance and support Agreement</u>	
7. Standard Addendum Executed	Y	N		
8. Advance Payment Required	Y	N		
<b>Funding Source</b>  Account Number: 001-0107-546100  Account Name: General fund-MIS Repairs and maintenance		Background/Purpose: Maintenance of Pubworks software to track work orders and requests		

### Approvals

Purchasing: <u>SA</u>	No Changes	With Changes
Review Date: <u>2-23-17</u>		✓

Recommended Changes: \*Missing Manufacturer's written certification that no regional distributors exist.  
 \*See comment at second "WHEREAS", i.e. 5th Amendment was executed 3/8/16.  
 \*See comments at third/Fourth & Fifth "WHEREAS"  
 \*See comment at Exhibit B, page 5.  
 \*See comment at Exhibit C.

Budget: <u>SA</u>	No Changes	With Changes
Review Date: <u>2/16/17</u>	✓	

Finance: <u>SA</u>	No Changes	With Changes
Review Date: <u>2/16/17</u>	✓	

County Attorney: <u>SA</u>	No Changes	With Changes
Review Date: <u>2/21/17</u>	✓	

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

No manuf. Cert. attached per Sole Source justification

RECEIVED  
 PURCHASING DIVISION  
 2017 FEB 15 A 11:00  
 CLAY COUNTY BOARD OF COMMISSIONERS

\*\* Sole Source Explanation: Tracker software Corporation INC is the sole source provider for PubWorks

**SIXTH AMENDMENT AND MODIFICATION  
TO AGREEMENT #09/10-141  
PUBWORKS SOFTWARE MAINTENANCE AND SUPPORT**

**THIS SIXTH AMENDMENT AND MODIFICATION TO AGREEMENT #09/10-141(the contract)** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 **Tracker Software Corporation, Inc.**, (hereinafter referred to as the “**Contractor**”) a Colorado Corporation, with a place of business at P.O. Box 6502, Snowmass Village, CO. 81615

**RECITALS**

**WHEREAS**, the parties have previously entered into a Contract for the licensing, maintenance, and support of Pub Works Software as described in Agreement/ Contract #09/10-141 which is attached and made a part hereof; and

**WHEREAS**, the parties executed a Fifth Amendment to the Contract on March 8, 2016 which expires March 31, 2017; and

**WHEREAS**, the parties wish to continue the maintenance and support of the PubWorks software for the billing period of April 2017 through March of 2018 at a negotiated price further described in Exhibit A; and

**WHEREAS**, Clay County’s Standard Addendum to all Contracts and Agreements is attached hereto and made part hereof as Exhibit B; and

**WHEREAS**, PubWorks has reviewed and executed the attached “Scrutinized Companies Certification”, in compliance with Subsection (5) of Section 287.135(5), Florida Statutes, attached hereto as Exhibit C; and

**WHEREAS**, the COUNTY desires to execute this Sixth Amendment and Modification to the Contract to continue utilization of the PubWorks Software.

**NOW THEREFORE**, the parties agree as follows:

1. The effective date of the Sixth Amendment and Modification to Agreement #09/10-141 will be **April 1, 2017, continuing through March 31, 2018.**
2. The total price for the licensing, maintenance and support of PubWorks Software will be **\$10,500.00** as described in Exhibit A.

3. It is further agreed that this Sixth Amendment and Modification to Agreement/ Contract #09/10-141 shall not alter or change in any manner the force and effect of the original Contract, except insofar as the same is altered and amended by the Sixth Amendment and Modification.

**WITNESETH**

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

Tracker Software Corporation, Inc.  
P.O. Box 6502  
Snowmass Village, CO 81615

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

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

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

Wayne Bolla, Chairman

\_\_\_\_\_  
(PRINT NAME)

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

ATTEST FOR CLAY COUNTY:

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



Exhibit "A"

Tracker Software Corporation  
PO Box 6502 Snowmass Village, CO 81615  
[www.PubWorks.com](http://www.PubWorks.com)

**Quote 122-010**

February 7, 2017

Tracker Software Corporation, Inc.  
PO Box 6502  
Snowmass Village, CO 81615

970 . 923 . 0380  
[pete@PubWorks.com](mailto:pete@PubWorks.com)

**Bill To**

Mr. Troy Nagle  
Clay County ICT\GIS Department  
477 Houston Street, 3<sup>rd</sup> Floor  
Green Cove Springs, FL 32043

**Project**

**PubWorks** Asset Management and Job Costing Software

**Description**

**Amount**

**PubWorks** Annual Support & Maintenance [Apr 2017 through Mar 2018]

\$ 10,500.00

**Total**

**\$ 10,500.00**

Please make checks payable to Tracker Software Corporation.  
Thank you.

## **Exhibit B**

### **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.

[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: \_\_\_\_\_

Tracker Software Corporation, INC.  
\_\_\_\_\_

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

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

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

Exhibit C

Scrutinized Companies Certification

[Clay County: Pubworks Software maintenance and support]  
INSERT PROJECT NAME

Name of Company:<sup>1</sup> Tracker Software Corporation, 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:

Tracker Software Corporation, 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.

CLAY COUNTY  
AGREEMENT/CONTRACT # 09/10-141

LICENSE AGREEMENT  
FOR  
COMPUTER SOFTWARE & SERVICES

Agreement made this 8 day of June, 2010, between Tracker Software Corporation, Inc., a Colorado corporation, with a place of business at PO Box 6502, Snowmass Village, CO 81615 ("TSC") and the County of Clay, a political subdivision of the State of Florida, 477 Houston Street, Green Cove Springs, Florida 32043 ("Client").

WHEREAS, it has been determined that the Public Works Department has specialized needs for software products as specified in the Scope of this contract; and,

WHEREAS, Tracker Software Corporation, Inc. is licensed and qualified to provide this software as specified and have submitted a Proposal setting forth the terms under which these services will be provided (Exhibit A); and,

WHEREAS, this contract is subject to that certain Clay County Standard Addendum to All Contracts, which is attached hereto and made a part of this agreement; and,

WHEREAS, it has been determined that the execution of this Contract is beneficial to the people of Clay County, Florida;

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and in consideration of the terms and conditions set forth in this Agreement, the parties agree as follows:

**1. Nature of Agreement**

The purpose of this Agreement is to specify the terms and conditions under which TSC shall provide a non-exclusive perpetual license for use of its computer software program (*PubWorks*) and related pre-installation analysis, installation, data conversion, training, and other services to the Client for the duration of this Agreement.

**2. Scope of Services**

TSC shall provide its *PubWorks* application software and services for the Client, as outlined in its Proposal dated May 26, 2010, and incorporated herein by reference as Exhibit A. TSC shall comply with the terms and conditions set forth in Exhibit A, which is hereby incorporated by reference in this Agreement.

**2.1 Software Support**

Software support is the correction of any "bug", or program error, which interferes with the correct running of the program. Software support assistance is available by phone, email, or Internet to help your program operator(s) handle those problems/issue for which they need assistance. Software support does not include new programming, restoration of data, additional onsite work, or hardware problems for which there would be a negotiated charge. Software

support is available by phone, or via email during regular business hours – 8:00 a.m. to 5:00 p.m. - Monday through Friday, Mountain Time. It is given by trained and experienced programmers and system operators.

### **3. Payment**

Client agrees to make payment within (45) forty-five days from the date of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act.

### **4. Initial Term and Renewal**

This Agreement shall take effect upon its execution by both Parties and shall remain in force with automatic annual renewals contingent on the Client's payment of the Annual Support and Maintenance fee. Non-payment of the Annual Support and Maintenance fees will give TSC the right to terminate its support services.

### **5. Miscellaneous**

(A) Unless otherwise agreed, the *PubWorks* software provided in this Agreement shall be licensed to the Client for use at any computer processing unit(s) or within a network system at the Client Offices. Client shall not reproduce, modify, sell or transfer any such licensed software without the prior written permission of TSC. TSC warrants that it is the owner or is otherwise duly authorized to license software identified in this Agreement. TSC warrants for the term of this Agreement that any software installed or developed by it pursuant to this Agreement shall be free of any known defects and any such defects identified shall be promptly and effectively corrected.

(B) Additional services may be provided by TSC provided that the Client agrees in advance to the terms and conditions upon which the services will be provided.

(C) Program modifications, other than changes necessary to make the programs, software and installation operate in accordance with the expectations of the Client and the representations of TSC, may be provided by TSC and the charges will be at the standard hourly rate. The Client shall not be liable for payment for any such additional services unless the Client has consented thereto in writing prior to the provision of such service.

### **6. Governing Law**

This Agreement shall be interpreted under the laws of the State of Florida. The parties agree that any dispute governing the terms hereof may be resolved through mediation or arbitration in accordance with Florida law, if acceptable to both parties. If any litigation is instituted to resolve any such dispute, it shall be brought only in court with appropriate jurisdiction located in Florida. In any such action, the prevailing party shall be entitled to costs if the mediator, arbitrator or judge determines that there was not a good faith or reasonable basis for the other party's position.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers or agents on the dates indicated below:

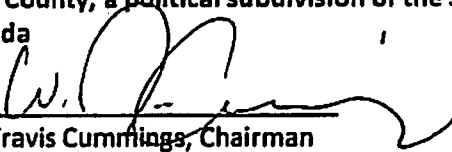
Tracker Software Corporation

  
Peter D. Anzalone


Dated: 6/17/2010

Dated: 6/8/10

Clay County, a political subdivision of the State of Florida

  
W. Travis Cummings, Chairman

ATTEST:

  
Fritz A. Behring, County Manager and  
Ex-officio Clerk of the Board of County  
Commissioners

**PubWorks Proposal  
for  
Clay County Public Works  
May 26, 2010**

**PubWorks** is sold as an enterprise site license, placing no limit on the number of clients or PCs on which the software is installed. Based on the needs and requirements discovered during our on-site visit on April 29, 2010 we recommend the following software modules, pre-installation analysis, user training, and data conversion.

**A. Asset Management and Work Order System Software**

The **PubWorks** Asset Management and Work Order System Software is comprehensive and easy-to-use. It possesses all of the features and capabilities required by Clay County.

Software Module/Product	Cost
Asset Management & Cost Accounting Core	\$ 19,000
MS SQL Server Database	\$ 5,000
Service Requests	\$ 5,000
Work Orders	\$ 5,000
Fleet Maintenance	\$ 5,000
Departmentalization	N/C
GIS MapViewer*	\$ 12,800
<b>TOTAL</b>	<b>\$ 51,800</b>

\*Includes 14 ESRI ArcEngine Licenses at a cost of \$2,800.

**B. Pre-Installation Analysis**

On a mutually available date, a **PubWorks** analyst shall conduct an on-site pre-installation analysis to review the County's operational processes and existing data. The goal will be to extract sufficient information to (a) understand these processes completely, (b) establish a data migration plan and (c) structure a training curriculum tailored to the specific needs and processes of the County's participating departments.

Key personnel from the following by departments shall be interviewed:

- Fleet/Vehicle Maintenance
- Mosquito Control
- Streets and Drainage
- Traffic Control
- IT & Communications
- GIS/Addressing

Pre-Installation Analysis	Man-Days	Rate	Total
Pre-installation Analysis – 3 days	3	\$ 975	\$ 2,925

### C. Installation and Configuration

Given the software module configuration described above, installation shall require one day on-site, to complete.

Installation and Configuration	Man-Days	Rate	Total
Installation and Configuration	1	\$ 975	\$ 975

### D. Training Session I

Based on the needs and requirements discovered on-site on April 29, 2010 we recommend training for the following departments.

- Mosquito Control
- Streets and Drainage
- Traffic Control

Training Sessions I	Man-Days	Rate	Total
Training Session I	4	\$ 975	\$ 3,900

### E. Training Session II

Based on the needs and requirements discovered on-site on April 29, 2010 we recommend training for the following departments.

- Fleet/Vehicle Maintenance

Training Session II	Man-Days	Rate	Total
Training Session II	2	\$ 975	\$ 1,950

### F. Licensing

*PubWorks* is sold as a perpetual site license, placing no limit on the number of users, or PCs upon which the software is installed.

A prerequisite of our GIS MapViewer is an ESR ArcEngine license. An existing ESRI license can be used in place of an ArcEngine license. ESRI ArcEngine licenses are available at \$200/seat in the first year and \$100/seat per year thereafter. A total of 14 have been included in this proposal.

### G. Travel Expenses

Based on the need to provide 10 man-days of on-site analysis and training.

Travel Expenses	Man-Days	Rate	Total
Onsite analysis and training	10	\$ 625	\$ 6,250

#### H. Data Migration/Conversion

Data conversion programming may be needed to establish a *PubWorks* database in which we will structure an asset hierarchy that is familiar and natural and bring over as much data as possible from your existing system as we can. Data Conversion assures that the *PubWorks* database is ready to use immediately after installation and possess the data and information that is familiar to the County. Based on the Pre-installation Analysis performed we would identify the appropriate data from your existing GIS files, CarteGraph and RTA that would require conversion and/or migration.

Data Migration/Conversion	Hours	Rate	Total
Based on data collected to date	30	\$ 125	\$ 3,750

#### I. Annual Maintenance, Support and Upgrades

Annual Maintenance, Support and Upgrades are provided free of charge for the six months and thereafter at an annual rate of \$8,330 plus \$1,400 for the 14 ESRI ArcEngine licenses. An active customer support and software maintenance contract entitles you to unlimited support and all program updates and enhancements at no additional charge.

<i>PubWorks</i> Annual Maintenance, Support and Upgrades	\$ 8,330
ESRI ArcEngine Annual Maintenance	\$ 1,400
<b>Total</b>	<b>\$ 9,730</b>

#### Total Cost of the Proposed System

	Summarized Charge Description	Cost
A	Total Software Cost	\$ 51,800
B	Pre-installation Analysis	\$ 2,925
C	Installation and Configuration	\$ 975
D	Training Session I	\$ 3,900
E	Training Session II	\$ 1,950
G	Data Migration	\$ 3,750
H	Travel Expense	\$ 6,250
	<b>Total Cost</b>	<b>\$ 71,550</b>

## **Implementation Plan**

The following *PubWorks* Implementation Project Schedule is proposed with dates to be determined subject to mutual availability.

### **Pre-Installation Analysis**

In a three-day, on-site session we reviewed the County's operational processes and existing data. The goal will be to extract sufficient information to (a) understand these processes completely, (b) establish a data migration plan and (c) structure a training curriculum tailored to the specific needs and processes of the County's participating departments.

### **Software Training Schedule and Curriculum**

Based on the findings of the Pre-installation Analysis stage, a detailed Training Schedule shall be put forth. Included shall be (a) who shall be trained, (b) on what *PubWorks* functionality shall they receive training, (c) days and times of training segments/classes, (d) County locations suitable for training and (e) training room facilities and setup.

### **Data Migration**

A programming effort shall be undertaken to convert all data received from the County during the Pre-installation Analysis stage of the project.

### **Data Migration Review**

Teleconferences to review converted data and make necessary corrections.

### **Data Migration Finalization**

### **Software and Database Installation**

On-site client software and SQL Server database installation. Our technicians will also use this time to train County IT staff on the installation and maintenance of the client-side and server-side components of the *PubWorks* Enterprise Asset Management System.

### **Software Training Session I**

On-site, end-user software training shall be held in a four-day session at a location specified by Clay County. The details of these training sessions have been developed during the Pre-installation Analysis stage of the project. Generally, a typical end-user requires a full day of training for the Asset Management / Job Costing module and a half day for each additional module the individual plans to use.

### **Training Session II**

On-site, end-user software training for Fleet Maintenance division's employees will be held in a two-day session at a location specified by Clay County. The details of this training session have been developed during the Pre-installation Analysis stage of the project.

Respectfully,

*Bob Gulon*

Tracker Software Corp  
970-927-3500

## **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.

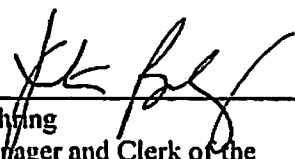
10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

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

  
\_\_\_\_\_  
Fritz A. Behring  
County Manager and Clerk of the  
Board of County Commissioners

By:   
\_\_\_\_\_  
W. Travis Cummings  
Its Chairman

**CONTRACTOR:**

(Corporate Seal)

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

6/17/2010

# CLAY COUNTY, FLORIDA

## Sole Source Justification

Vendor: Tracker Software Inc. \_\_\_\_\_

Commodity: Maintenance for Software \_\_\_\_\_

Estimated annual expenditure for the above commodity or service: \$ 10,500.00 \_\_\_\_\_

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

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

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

MIS  
DEPARTMENT

\_\_\_\_\_  
DIVISION

2/8/17  
DATE

[Signature]  
DEPARTMENT/DIVISION DIRECTOR

\_\_\_\_\_  
COUNTY MANAGER

(PURCHASING USE ONLY)

SOLE SOURCE AUTHORIZATION

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DISAPPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

REASON: \_\_\_\_\_

February 24, 2017

Melinda Sturdivant  
Management Information Systems  
Clay County Board of County Commissioners  
Comm & Customer Support Manager

Dear Melinda:

This letter is to certify that **PubWorks** is a sole source product, manufactured, sold, distributed and supported exclusively by Tracker Software Corporation ...*doing business as PubWorks*. There are no other distributors, agents, or dealers authorized to sell or support the product in the State of Florida.

- Tracker Software Corporation owns all rights to the software.
- Tracker Software Corporation owns and maintains the source code.
- Tracker Software is the exclusive provider of support within the United States.
- No third-party vendor is authorized to support the software in any manner.

Please let me know if I can provide any additional information for your consideration.

Sincerely,

*Pete Anzalone*

President  
970-923-0380



# MIS Division

## Memo

**To:** Karen Thomas, Director of Administrative and Contractual Services

**From:** Troy Nagle, MIS Manager/911 Coordinator *SN*

**Date:** February 8, 2017

**Re:** Advanced Payment\Sole Source Justification for PubWorks Software

---

Please consider this a request for Sole Source status for Tracker Software for the continuing maintenance of the PubWorks Software. The county utilizes PubWorks for several departments as a means of tracking work orders and requests. Tracker Software Corp. is the sole manufacturer of PubWorks and is the only one that provides maintenance for their software. In addition, it would be cost prohibitive to switch to a different software vendor for this service.

We also request Advanced Payment for this purchase as the maintenance is paid in advance for the year.

Please let me know if you have any questions in this regards.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, March 21 10:00 AM

TO: Finance and Audit Committee

DATE: 3/13/2017

FROM: Administrative and  
Contractual Services

SUBJECT: Approval of the Seventh Renewal to Agreement #09/10-88 with Environmental Systems Research Institute, Inc. (ESRI, Inc.) for GIS software maintenance, for a term of one year, at the cost of \$31,800.00. Approval of sole source designation and advance payment is also requested. Funding Source: 001-0107-546100 (General Fund - MIS - Repairs and Maintenance) (T. Nagle)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

This renewal allows for the continued maintenance of the GIS software.

<u>Is Funding Required (Yes/No):</u>	<u>If Yes, Was the item budgeted</u>
<b>Yes</b>	<u>(Yes\No\N/A):</u>
	<b>Yes</b>

Funding Source: General Fund - MIS - Repairs and Maintenance

Account # 001-0107-546100 Amount - \$31,800.00

<u>Sole Source (Yes\No):</u>	<u>Advanced Payment</u>
<b>Yes</b>	<u>(Yes\No):</u>
	<b>Yes</b>

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

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ▣ ESRI, Inc. Agreement #09/10-88, Seventh Renewal
- ▣ ESRI, Inc. Sole Source Documentation

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/14/2017 - 8:44 AM	
County Manager	Kopelousos, Stephanie	Approved	3/16/2017 - 3:22 PM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN 3-21-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	02/06/2017	
Staff Member Preparing Form:	M. Sturdivant/ T. Nagle	
Department Submitting Contract:	MIS	
Vendor Name:	ESRI INC.	
Contract Title:	Seventh Renewal to Agreement #09/10-88	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	Y	N
2. Renewal/Amend./Supplement	Y	N
3. Sole Source **(explain below)	Y**	N
4. Quotes/bid policy met	Y	N
5. Need to waive bid policy	Y	N
6. Automatic renewal	n/a	N
7. Standard Addendum Executed	Y	N
8. Advance Payment Required	Y	N
9. Contract Amount (*Detail negotiation efforts below): \$ 31,800.00		
10. Last Year's Price (*If increase explain below): \$ 27,621.92		
11. Date of Original Contract: 1/26/2010		
12. Number of Renewals: Seven		
13. Length of Term: 1 Year		
Requested Action: APPROVAL OF THE SEVENTH RENEWAL TO AGREEMENT		
#09/10-88 WITH ESRI, INC.		
Funding Source		
Account Number: 001-0107-552700-546100		
Account Name: Gen Fund/MIS/ Computer Software Repairs & Maint.		
Background/Purpose: Continue GIS software maintenance.		

### Approvals

Purchasing: <i>SS</i>	No Changes	With Changes
Review Date: 3-10-17	✓	

Recommended Changes: \_\_\_\_\_  
 Per discussion w/ T. Nagle, agreement S/B changed to R&M  
 aij

Budget: <i>ajg</i>	No Changes	With Changes
Review Date: 3-10-17	✓	x

Finance: <i>BM</i>	No Changes	With Changes
Review Date: 3/10/17	✓	

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

County Attorney: <i>OW</i>	No Changes	With Changes
Review Date: 3-13-17	✓	x

\*Need to include dates for term  
 2017 MAR - 3 P 12:22  
 RECEIVED  
 PURCHASING DIVISION  
 CLAY COUNTY BOARD OF COMMISSIONERS

\*\* Sole Source Explanation: ESRI IS THE SOLE SOURCE DISTRIBUTOR OF THEIR SOFTWARE

**SEVENTH RENEWAL TO  
AGREEMENT/CONTRACT #09/10-88**

This Seventh Renewal to Agreement # 09/10-88 is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between Environmental Systems Research Institute, Inc. ("ESRI") and the Board of County Commissioners of Clay County, Florida ("County").

WHEREAS, the parties previously entered into Agreement #09/10-88, dated January 26, 2010 ("Original Agreement"), a copy of which is incorporated herein and attached as Exhibit A; and

WHEREAS, ESRI is deemed to be a sole-source provider of software maintenance for ESRI products in the United States; and

WHEREAS, the County and ESRI desire to enter into this seventh renewal of the Original Agreement for an additional year at the prices stated in Exhibit B, which is attached hereto and made a part hereof; and

WHEREAS, the County Standard Addendum to All Contracts and Agreements and the Scrutinized Companies Certification are both attached as Composite Exhibit C and made a part hereof.

In consideration of the foregoing recitals, the parties agree as follows:

1. The Original Agreement is renewed for a one year period commencing 05/01/2017 and continuing through 04/30/2018.
2. The annual contract amount for this seventh renewal is \$31,800.00, payable in advance.
3. In all other respects, the original terms and conditions of the Original Agreement remain in full force and effect.

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

Environmental Systems Research Institute, Inc.

\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Its:\_\_\_\_\_

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

ATTEST:

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

By: \_\_\_\_\_  
Wayne Bolla, Chairman

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

CLAY COUNTY

AGREEMENT/CONTRACT # 09/10-88

## Quotation

Page 4



ESRI

380 New York Street  
 REDLANDS, CA 92373  
 Phone: 888-377-45752245  
 Fax #: 909-307-3083

Date: 01/04/2010

Quotation Number: 25403513

Customer Number: 138464

Item Qty Material#

Unit Price

Extended Price

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to ESRI, or sign below and return this quotation to indicate your acceptance. ESRI's address and fax number are provided on the first page of this quotation.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax ESRI the signed quote in its entirety in order for the quote to be accepted.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

By signing below, you are authorizing ESRI to issue a software support invoice in the amount of \$                      ~~plus sales tax, if applicable.~~

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☒ I am tax exempt. Please contact me if ESRI does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether ESRI is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

W. Travis Cummings  
 Signature of Authorized Representative

1/26/10  
 Date

ATTEST:

Fritz Behring  
 County Manager &  
 Ex-officio Clerk of the Board

W. Travis Cummings  
 Name (Please Print)

Chairman  
 Title

This quotation is valid for 90 days and is subject to your ESRI License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

~~Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.~~

Issued By: Mary Jo Weatherford

Ext: 2245

[WEATHERFORDM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

\*\* Clay County Standard Addendum to All Contracts is attached and made a part hereof.

**STANDARD ADDENDUM TO ALL CONTRACTS  
AND AGREEMENTS**

**ESRI Reference No. 2010M1014; Quotation No. 25403513, dated 01/04/2010**

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.

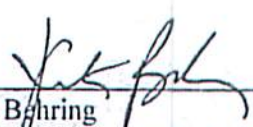
10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

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


  
\_\_\_\_\_  
Fritz A. Behring  
County Manager and Clerk of the  
Board of County Commissioners

By:   
\_\_\_\_\_  
W. Travis Cummings  
Its Chairman



**CONTRACTOR:**

Environmental Systems Research Institute, Inc.

By:   
\_\_\_\_\_  
Laura Dangermond  
Its Vice President

**ESRI**

380 New York Street  
REDLANDS, CA 92373  
Phone: 888-377-45752245  
Fax #: 909-307-3083

## Quotation

Date: 01/04/2010

Quotation Number: 25403513

**Send Purchase Orders To:**

ESRI, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Mary Jo Weatherford

Please include the following remittance address  
on your Purchase Order:

ESRI Inc.  
File #54630  
Los Angeles, CA 90074-4630

COUNTY OF CLAY  
BOARD OF COUNTY COMMISSIONERS  
3RD FL  
PO Box 1366  
GREEN COVE SPRINGS FL 32043-1366  
Attn: TROY NAGLE  
Customer Number: 138464

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcInfo Concurrent Use Primary Maintenance Start Date: 05/01/2010 End Date: 04/30/2011	3,000.00	3,000.00
1010	1	86497 ArcEditor Concurrent Use Primary Maintenance Start Date: 05/01/2010 End Date: 04/30/2011	1,500.00	1,500.00
2010	2	86500 ArcEditor Concurrent Use Secondary Maintenance Start Date: 05/01/2010 End Date: 04/30/2011	1,200.00	2,400.00
4010	1	87192 ArcView Single Use Primary Maintenance Start Date: 05/01/2010 End Date: 04/30/2011	400.00	400.00
5010	1	93094 ArcView with Extension Single Use Primary Maintenance Start Date: 05/01/2010	1,000.00	1,000.00

This quotation is valid for 90 days and is subject to your ESRI License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Mary Jo Weatherford

Ext: 2245

(WEATHERFORD)

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**ESRI**

380 New York Street  
REDLANDS, CA 92373  
Phone: 888-377-4575/2245  
Fax #: 909-307-3083

## Quotation

Page 2

Date: 01/04/2010

Quotation Number: 25403513

Item	Qty	Material#	Unit Price	Extended Price
End Date: 04/30/2011				
6010	10	87193 ArcView Single Use Secondary Maintenance Start Date: 05/01/2010 End Date: 04/30/2011	300.00	3,000.00
10010	1	93303 ArcEditor Single Use Primary Maintenance Start Date: 05/01/2010 End Date: 04/30/2011	1,500.00	1,500.00
11010	1	87270 ArcPad Application Builder Primary Maintenance Start Date: 05/01/2010 End Date: 04/30/2011	500.00	500.00
12010	1	98134 ArcGIS Data Interoperability Concurrent Use Primary Maintenance Start Date: 05/01/2010 End Date: 04/30/2011	500.00	500.00
13010	1	109216 ArcGIS Server Standard Enterprise Up to Four Cores Maintenance Start Date: 05/01/2010 End Date: 04/30/2011	5,000.00	5,000.00
14010	1	109217 ArcGIS Server Basic Enterprise Up to Four Cores Maintenance Start Date: 05/01/2010 End Date: 04/30/2011	3,000.00	3,000.00
15010	10	114511 ArcPad Maintenance Start Date: 08/01/2010 End Date: 04/30/2011	186.99	1,869.86

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Issued By: Mary Jo Weatherford

Ext: 2245

(WEATHERFORD)

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**ESRI**

380 New York Street  
REDLANDS, CA 92373  
Phone: 888-377-45752245  
Fax #: 909-307-3083

## Quotation

Page 3

Date: 01/04/2010

Quotation Number: 25403513

Item	Qty	Material#	Unit Price	Extended Price
Subtotal				23,669.86
Estimated Tax				0.00
Total				\$ 23,669.86

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

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Issued By: Mary Jo Weatherford

Ext: 2245

(WEATHERFORDM)

To expedite your order, please reference your customer number and this quotation number on your purchase order.


**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533664  
Fax #: 909-307-3083

## Quotation

**Date:** 01/30/2017

**Quotation Number:** 25775122

County of Clay  
Management Information Services  
P.O. Box 1366  
Green Cove Springs FL 32043-1366  
**Attn:** Troy Nagle

**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Michael Wachtel

**Please include the following remittance address on your Purchase Order:**

Environmental Systems Research Institute, Inc.  
File #54630  
Los Angeles, CA 90074-4630

**Customer Number:** 138464

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 05/01/2017 End Date: 04/30/2018	3,000.00	3,000.00
1010	3	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 05/01/2017 End Date: 04/30/2018	1,200.00	3,600.00
2010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 05/01/2017 End Date: 04/30/2018	1,500.00	1,500.00
3010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 05/01/2017 End Date: 04/30/2018	500.00	500.00
4010	1	87233	200.00	200.00

This quotation is good for 90 days.

~~Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.~~

Initial  
Vendor

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Michael Wachtel

**Ext:** 3664

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



**esri**<sup>®</sup>  
 380 New York Street  
 Redlands, CA 92373  
 Phone: 909-793-28533664  
 Fax #: 909-307-3083

## Quotation

Page 2

Date: 01/30/2017

Quotation Number: 25775122

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 05/01/2017 End Date: 04/30/2018		
5010	2	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 05/01/2017 End Date: 04/30/2018	400.00	800.00
6010	10	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 05/01/2017 End Date: 04/30/2018	300.00	3,000.00
7010	1	98134 ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance Start Date: 05/01/2017 End Date: 04/30/2018	500.00	500.00
8010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 05/01/2017 End Date: 04/30/2018	500.00	500.00
9010	1	100572 ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 05/01/2017 End Date: 04/30/2018	200.00	200.00
10010	1	161326 ArcGIS Enterprise Advanced Up to Four Cores Maintenance Start Date: 05/01/2017 End Date: 04/30/2018	10,000.00	10,000.00
11010	1	161337 ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 05/01/2017 End Date: 04/30/2018	5,000.00	5,000.00
12010	1	161348 ArcGIS GIS Server Basic Up to Four Cores Maintenance Start Date: 05/01/2017 End Date: 04/30/2018	3,000.00	3,000.00

[CSBATCHDOM]



**esri**

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533664  
Fax #: 909-307-3083

## Quotation

Page 3

Date: 01/30/2017

Quotation Number: 25775122

Item	Qty	Material#	Unit Price	Extended Price
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Item Subtotal	31,800.00
Estimated Taxes	<del>2,226.00</del>
Total	USD <del>34,026.00</del>
	\$31,800.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

1. Clay County's Standard Addendum to all Contracts and Agreements is attached hereto and made part hereof.
2. ESRI has reviewed and executed the attached "Scrutinized Companies Certification", in compliance with Subsection (5) of Section 287.135(5), Florida Statutes.

\_\_\_\_\_  
Initial

[CSBATCHDOM]



**esri**

380 New York Street  
Redlands, CA 92373  
Phone: 909-793-28533664  
Fax #: 909-307-3083

## Quotation

Page 4

Date: 01/30/2017 Quotation No: 25775122 Customer No: 138464

Item	Qty	Material#	Unit Price	Extended Price
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IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at [www.esri.com/legal](http://www.esri.com/legal); such terms are incorporated in this quotation by reference.

Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. State of California government entities may purchase under the terms of <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/addendums/california.pdf>, titled Addendum to State of California Purchases. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD 31,800.00 plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☒ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

ATTEST FOR CLAY COUNTY:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

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

(Corporate Seal)

**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.

[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: \_\_\_\_ESRI, INC.  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Composite Exhibit C

Scrutinized Companies Certification

[Clay County: ESRI GIS SOFTWARE  
INSERT PROJECT NAME]

Name of Company:<sup>1</sup> ESRI, INC.

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

(Seal)

Insert Name of Company:  
ESRI, INC.

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.

# CLAY COUNTY, FLORIDA

## Sole Source Justification

Vendor: ESRI., INC. \_\_\_\_\_

Commodity: Enterprise Software License for GIS System \_\_\_\_\_

Estimated annual expenditure for the above commodity or service: \$ 31,800.00 \_\_\_\_\_

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

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

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

MIS  
DEPARTMENT

\_\_\_\_\_  
DIVISION

\_\_\_\_\_  
DATE

[Signature]  
DEPARTMENT/DIVISION DIRECTOR

\_\_\_\_\_  
COUNTY MANAGER

(PURCHASING USE ONLY)

### SOLE SOURCE AUTHORIZATION

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DISAPPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

REASON: \_\_\_\_\_



## SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)  
380 New York Street  
Redlands, CA 92373  
E-mail: jricks@esri.com

**DATE:** October 26, 2016

**TO:** To Whom It May Concern

**FROM:** Jackie Ricks, Esri Contract Coordinator/Contracts & Legal Department

**RE:** Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of software maintenance (technical support plus Esri software updates/upgrades) for Esri products in the United States.

Esri is the sole-source provider of the following Esri products in the U.S. commercial, state, and local government marketplace:

- AppStudio for ArcGIS
- ArcGIS for Desktop & Extensions Subscription (Basic, Advanced, Standard)
- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3<sup>rd</sup> party providers)
- ArcGIS Runtime and Extensions
- Drone2Map for ArcGIS
- Esri Business Analyst Online
- Esri Business Analyst Server
- Esri Community Analyst
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Maps Products
- Esri Roads and Highways
- Esri Services Packages
- Navigator for ArcGIS
- Portal & Hosted Portal for ArcGIS
- Training Courses

In an effort to support diversity in federal contracting, Esri has authorized certain businesses (see GSA Advantage! for details) as resellers of perpetual licenses for the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Server and extensions
- Esri Business Analyst Server

Esri also authorizes open-market value-added resellers and OEMs to distribute certain software licenses in combination with non-Esri software or services. If you have further questions, please contact me at 909-793-2853, extension 1-1990.

  
Jackie Ricks



# MIS Division

## Memo

**To:** Karen Thomas, Director of Administrative and Contractual Services

**From:** Troy Nagle, MIS Manager/911 Coordinator *(Signature)*

**Date:** January 31, 2017

**Re:** Sole Source Justification for ESRI, Inc.

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The county has decided to use ESRI, Inc. as its vendor for GIS software. Many of the elected officials have also chosen to use the ESRI platform. ESRI is the only distributor of their software.



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, March 21 10:00 AM

TO: Board of County Commissioners

DATE: 3/15/2017

FROM: Jennifer Bethelmy

SUBJECT:

Staff requests consideration for the division reorganization to further facilitate integration of technical services under MIS. (J. Bethelmy)

1. Reclassify position to Application Support Analyst
2. Amend organization charts to reflect position change and assignment
3. Reallocate funds as necessary.

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

The position of Chief Programmer, assigned to the Finance Department had previously been the sole provider of technical support for finance-related software used by the County in the past. However, with the continued integration of technical services under the Management Information Systems Division, it is requested that the position of Chief Programmer be reclassified to an Application Support Analyst position and assigned under the MIS Division.

This reorganization of skilled resources will facilitate a higher level of support to the agency as a whole. This position will be a pivotal role with the primary responsibility of providing customer support on a daily basis to the various users and coordinate expansion of existing software modules.

ATTACHMENTS:

Description

- ▣ Job Description
- ▣ Organizational Chart - Finance
- ▣ Organizational Chart - MIS

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Human Resources	Bethelmy, Jennifer	Approved	3/15/2017 - 4:44 PM	
County Manager	Kopelousos, Stephanie	Approved	3/16/2017 - 8:00 AM	

**CLAY COUNTY  
BOARD OF COUNTY COMMISSIONERS  
JOB DESCRIPTION**

**JOB TITLE:** MIS Application Support Analyst

**EXEMPT:** Yes

**SALARY LEVEL:** Grade 919

**DEPARTMENT:** MIS

**REPORTS TO:** MIS Manager

**GENERAL DESCRIPTION OF DUTIES:** Position is responsible for troubleshooting software related issues, training on software, and implementing new software programs. This position will also oversee the changes and development of the county financial system. In addition, this position will review and triage helpdesk issues.

**ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE THE FOLLOWING:** (other duties, may be assigned)

- Provide technical support and troubleshoot issues with the various software packages.
- Train and guide staff on the usage of the financial system and support future upgrades and transition plans as modules are added.
- Manage user profiles in the various software applications.
- Coordinate and triage helpdesk tickets to insure timely response and resolve for county staff.
- Develop reports for various staff requests.
- Assist with the review of contracts for the MIS division.
- Provide technical support via phone and email for end users.
- Recommends system changes to the MIS manager in support of the overall goals of the MIS Division and BCC.
- Perform 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.

- In-depth knowledge of applicable data privacy practices and laws.
- Understanding of project management principles.
- Strong interpersonal skills.
- Ability to conduct and direct research into IT issues and products as required.
- Ability to present technical ideas in a business-friendly and user-friendly language.

- Ability to perform general mathematical calculations for the purpose of creating business cases, budgets, and so on.
- Highly self-motivated and directed.
- Keen attention to detail.
- Proven analytical, evaluative, and problem-solving abilities.
- Ability to effectively prioritize and execute tasks in a high-pressure environment.
- Exceptional customer service orientation.
- Extensive experience working in a team-oriented, collaborative environment.

#### **EDUCATION AND/ OR EXPERIENCE:**

- Bachelor's degree in Information Technology, Computer Science, Management Information Systems, or other appropriate related field with a minimum of four years of experience. Degree requirements can be met through any combination of related college level coursework, certifications and additional years of experience.
- Understanding of Microsoft System Center family of products.
- Understanding of the various Microsoft applications.
- Good understanding of computer systems characteristics, features, and integration capabilities.
- Experience with systems design and development from business requirements analysis through to day-to-day management.
- Proven experience in IT planning, organization, and development.
- Must possess a Florida driver's license with a clean driving record.
- On-call/ after-hours availability.

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 10 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 and outside environmental conditions. Tasks may risk exposure to extreme temperatures, humidity, etc.

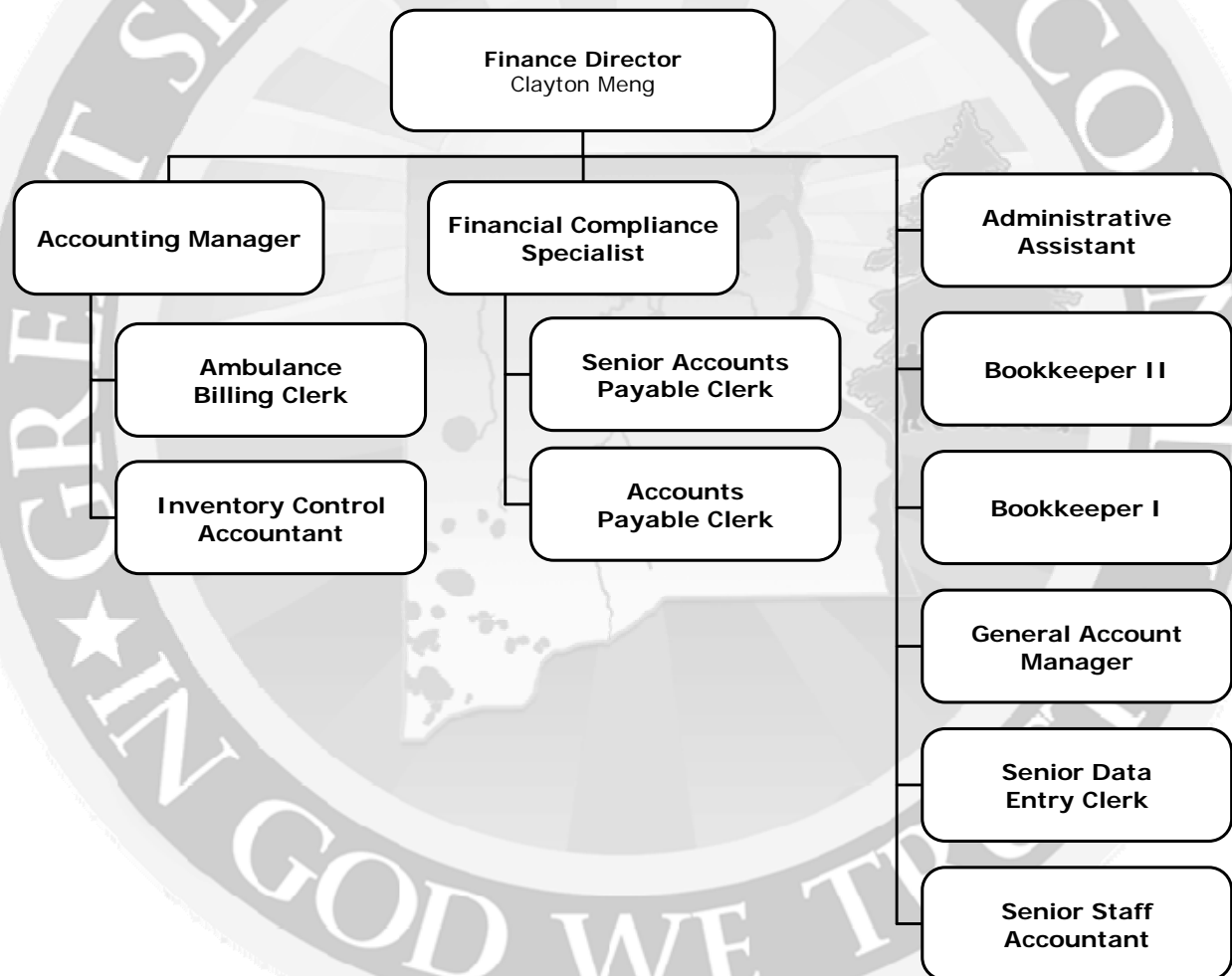
## **CONCLUSION:**

1. All main duties and requirements are essential job functions.

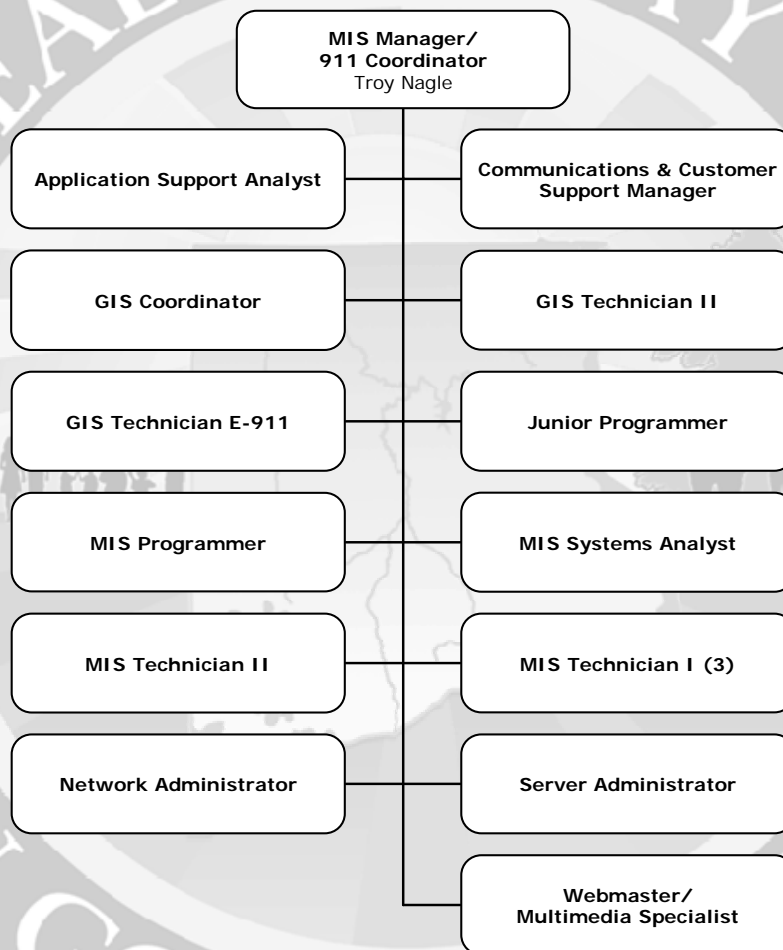
2. All requirements are subject to possible modification to reasonably accommodate individuals with disabilities.
3. Regular attendance is an essential function of this position.

# Finance Department

## Finance Office



# Management Information Systems (MIS) Division





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, March 21 10:00 AM

TO: Finance &  
Audit Committee

DATE: 12/7/2016

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	1/13/2017 - 2:28 PM	Item Pushed to Agenda