

FINANCE AND AUDIT COMMITTEE MEETING AGENDA

April 18, 2017 Administration Building, 4th Floor, BCC Meeting Room, 477 Houston Street, Green Cove Springs, FL 32043 3:00 PM

PUBLIC COMMENTS

1. SHIP Rehabilitation Projects - Policy Waiver

Approval to waive the purchasing policy and award two SHIP Rehabilitiatin Projects in the total amount of \$43,100.00 to the second lowest bidder, Libert 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 - Program Services) (H. Coyle)

 Discussion Regarding the County's Recycling Program Discussion regarding the County's curb side recycling program. (A. Altman)

 First Amendment to Agreement #2014/15-155 - Bus Bench Siting Approval of the first amendment to Agreement #2014/15-155 with PUSH Media, LLC, regarding the amendment of the bus bench siting locations, with no other change to the terms and conditions of the Agreement. Funding Source: Not Applicable (H. Coyle)

4. SunGard Public Sector Add-On #7 Personnel Budgeting Module

Approval of Add-On #7 to Agreement #96/97-106 and advance payment with SunGard Public Sector, for support of FinancePlus and adding the Personnel Budgeting Module, for a period ending September 30, 2019, at the cost of \$27,765.00 for the first year, then the prevailing rate will take effect. Funding Sources: 001-0107-546100, 549300 & 552700 (General Fund - MIS -Repairs & Maintenance, Training & Certification & Computer Software) (T. Nagle)

- Development Agreement Linda Lakes Subdivision
 Approval of the Development Agreement with Old Jennings Estates
 Investment, Inc., regarding the Linda Lakes Subdivision, for a period of two
 years at no cost to the County. Funding Source: Not Applicable (D. Smith)
- Proposed Grant Acceptance Hurricane Shelter Retrofits
 Acceptance of the proposed hurricane shelter retrofit grant from the State of
 Florida Division of Emergency Management, comprising six facilities as
 described in the backup documentation attached hereto, totaling \$560,500.00,

with no matching requirement. Funding Source: Revenue (L. Mock)

7. First Amendment to Agreement #2013/2014-97 - Northeast Florida Dressage Association, Inc.

Approval of the First Amendment to Agreement #2013/2014-97 with Northeast Florida Dressage Association, Inc., (NFDA). This amendment is necessary to correct the name of the Association, all other contractual terms remain the same. Funding Source: Not Applicable (J. Householder)

8. Second Renewal to Agreement #14/15-117 - Camp Chowenwaw Swimming Pool

Approval of the Second Renewal to Agreement #14/15-117 with YMCA of Florida's First Coast, Inc., for the management, operation and maintenance of the Camp Chowenwaw swimming pool facility, for the contract term of April 25, 2017 through April 24, 2018, with a maximum cost of \$47,325.00. This renewal establishes the pool activities as May 26, 2017-September 30, 2017. Funding Source: 001-3201-534600 CHOW (General Fund - Parks & Rec - Temporary Labor, Billing, Collection, Management - Camp Chow Project) (J. Householder)

9. Addendum to Agreement No. 12/13-112, with Ambulance Medical Billing for Billing and Claims Management Services

Approval of Addendum to Agreement No. 12/13-112, with Ambulance Medical Billing company for Billing and Claims Management Services. This addendum allows for a six month extension. Funding Source:001-0201-534600 (General Fund - Finance - Temp Labor/Billing/Collections/Mgmt) (C. Meng)

10. Update to the Non-CIE Portion of the Capital Improvement Program

Approval of a Resolution to update the Non-CIE portion of the Capital Improvement Program and implementing budget transfers. This amendment will move \$72,770 in matching funds to the Fleming Island Multipurpose Fields, combine \$19,215 with the Fleming Island Baseball Park project, move \$75,000 from the Parks and Recreation Matching project to the Omega Park Project for concession stands/bathrooms, move \$195,050 from the Moody Park Special Needs project to the Oakleaf Parking Lot, move the remaining \$170,000 from the Parks and Recreation Matching project to the Oakleaf Parking Lot, and move \$21,261 from the Moody Ave/Ball Park Drainage project to the Oakleaf Parking Lot project. Funding Sources: CIP Fund 305 -Various - Infrastructure (C. Meng)

COUNTY MANAGER/CLERK OF THE BOARD

11. 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, April 18 3:00 PM

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 Rehabilitiatin Projects in the total amount of \$43,100.00 to the second lowest bidder, Libert 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 - 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)

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

Funding Source: SHIP Program Fund - SHIP Program - Program Services

Account # 116-0110-549800 Amount - \$22,950.00 Mackenzie Ct. Account # 116-0110-549800 Amount - \$20,150.00 Westfield Dr.

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

ATTACHMENTS:

Description

- Mackenzie Ct
- Westfield Dr
- Memo Waive policy

REVIEWERS:

Department Reviewer		Action
Budget Office	Goodermote, Angela	Approved

Date 4/4/2017 - 3:41 PM Comments Item Pushed to Agenda



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

MEMORANDUM

:	Holly Coyle, Director of Economic and Developm	er	nt Services	
		X	1	_

FROM: Theresa Sumner, SHIP Program Administrator Meusic Alemnu

DATE: February 28, 2017

TO

SUBJECT: Waiver to Award Bid

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				
	III			

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			

VENDOR INFORMATION			
Fleming Island Home Services, Inc. Vendor #90			
2285 Eagle Harbor Parykwy			
Fleming Island, FL 32003	Quote Amount:		
Phone # (904) 616-5814	No Bid		
Fax #			
Contact name: Sophia Ferranti			

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		

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

QUOTE INFORMATION
Date quote received:
Date quote expires:

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

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

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:

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

F/2012-2013 NEW SHIP FORMS\Quote Comparison Forms\Verbal Quote Comparison Eckert, Donald.xis]1

SPECS BY LOCATION/TRADE

	e-Bid Site Visit: ing Open Date:		Case Number Project Manager:		·		. <u> </u>
Bidd	ing Close Date: Initial:	······································	Phone	:			
Address: 184	4 Mackenzie - Eci	(ert	Unit: 5	884			<u></u>
Location:	1 - General Req	uirements	Approx. V	Vall SF: 0		Ceiling/Floor SF	F: 0
Spec #	Spec	•		Quantity	Units	Unit Price	Total Price
Trade: 1	General Req	uirements	<u>_</u>				
Write Up (V	igned contractor cert	CCEPTS SCOPE OF WORK ifies that he/she has carefully Inspected" date of	reviewed & agrees to p & referred to as Exl	1.00 perform the w hibit 1. The c	DU vork descr ontractor	ibed in this Work shall initial &	
Contracto	r	Date					
		CIATED WITH THE SPECIFI TION OF INFORMATION OR					
35		TES/MEASUREMENTS ned specifications for this add		1.00	GR	<u> </u>	
at a mandai or Dwelling Housing Re Quantities s THERE AR	tory site inspection pu Unit (DU) are as stat habilitation Specialis hall not be honored i E NO COSTS ASSO	SF of Drywall) are for the con ior to bid submission. All qua ed. Discrepancies in Quantiti t prior to the submission of a b f submitted after the bid subm CIATED WITH THE SPECIFIC TION OF INFORMATION OR	ntities stated in the Uni es found by the contrac bid. Claims for addition ission. CATION. COSTS SHO	its of Measur ctor must be al funds due ULD BE INC	e Each (E communic to discrep LUDED II	A), Room (RM) cated to the pancies in N BASE BID.	
77	NEW MATERIALS	REQUIRED		1.00	GR		
		with this work write-up are to l vner and Construction Specia		and without d	lefects - u	nless stated	
		CIATED WITH THE SPECIFIC TION OF INFORMATION OR					
78	WORKMANSHIP			1.00	GR	<u></u>	
		echanics both licensed and sl urfaces as long as required to		trade as well	as the ta	sks assigned to	
		CIATED WITH THE SPECIFIC TION OF INFORMATION OR					
80		INANCES COMPLIANCE		1.00	GR	<u> </u>	
and ordinan	ces of the local muni	cope of work, the contractor s cipality, for that job site, and th al protection, energy efficiency	he State of Florida, per			overning codes	
		CIATED WITH THE SPECIFIC TION OF INFORMATION OR					
85		TIONS REQUIRED		1.00	GR		
frequently in	icludes, but is not lim	all work that will be concealed ited to footings, roof sheathing to installation of underlayment	g & flashing prior to inst	tallation of ne	w felt & s	hingles, and	
THERE ARE	E NO COSTS ASSO	CIATED WITH THE SPECIFIC	CATION. COSTS SHOU	JLD BE INCI	UDED IN	I BASË BID.	

2/10/2017

Address: 18	44 Mackenzie - Eckert	Unit: 5884			
Location:	1 - General Requirements	Approx. Wall SF: 0		Ceiling/Floor SF:	0
Spec #	Spec	Quantity	Units	Unit Price	Total Pric
Trade: 1	General Requirements	· · · · · · · · · · · · · · · · · · ·			
THIS IS A	GENERAL NOTIFICATION OF INFORMATION C	R WORK TO BE DONE WITH THIS	PROJEC	T	
90	1 YEAR GENERAL WARRANTY	1.00			
therefrom,	shall remedy any defect due to faulty material or which appear within one year from final inspection rers' and suppliers' written warranties covering iter	 Further, contractor shall furnish ov 	wher with	all	
THERE AF	RE NO COSTS ASSOCIATED WITH THE SPECIF GENERAL NOTIFICATION OF INFORMATION O	ICATION. COSTS SHOULD BE INC R WORK TO BE DONE WITH THIS	CLUDED I PROJEC	N BASE BID. T	
		I	Location	Total:	
Location:	2 - Exterior	Approx. Wall SF: 0		Ceiling/Floor SF:	0
Spec #	Spec	Quantity	Units	Unit Price	Total Price
Frade: 4	Site Work				
461	TRIM TREE LIMBSROOF	1.00	EA		850
Cut tree lin	nbs, to give approximately 5 feet clearance from st a, and soffit. Remove debris from roof. Remove all	ructures'			
Define cos		debits, and take dean.			
Define cos Front yard Trade: 10	ts per tree. and over driveway Carpentry				(755
Define cos Front yard Trade: 10 2585 Remove da	ts per tree. and over driveway	220.00	SF galvanized	l nails. Break all	1750
Define cos Front yard Trade: 10 2585 Remove da seams ove	ts per tree. and over driveway <u>Carpentry</u> SIDINGCLAPBOARD REPLACE amaged siding to the joint over nearest stud. Appl	220.00 y matching pine siding to walls with g		nails. Break all	1750
Define cos Front yard Trade: 10 2585 Remove da seams ove	ts per tree. and over driveway <u>Carpentry</u> SIDINGCLAPBOARD REPLACE amaged siding to the joint over nearest stud. Apply r studs. Prime ready for top coat.	220.00 y matching pine siding to walls with g		I nails. Break all	2500
Define cos Front yard Trade: 10 2585 Remove da seams ove FRONT OF 2600 Install roug	ts per tree. and over driveway <u>Carpentry</u> <u>SIDINGCLAPBOARD REPLACE</u> amaged siding to the joint over nearest stud. Apply r studs. Prime ready for top coat. F HOUSE// SIDING ABOVE GARAGE ROOF AT C	220.00 y matching pine siding to walls with g BABLE END 476.00 sheets, 1"x 3" trim at corners. Use	galvanizec SF lap flashin		 2500
Define cos Front yard 2585 Remove da seams ove FRONT OF 2600 Install roug seams. Fla CUT SIDIN PAINT BA SEAL BET	ts per tree. and over driveway Carpentry SIDINGCLAPBOARD REPLACE amaged siding to the joint over nearest stud. Apply r studs. Prime ready for top coat. F HOUSE// SIDING ABOVE GARAGE ROOF AT C SIDINGT1-11 In sawn fir, 3/8" thick, factory stained, T1-11 siding sh or install silicone caulking along entire top edge IG ON SIDES AND REAR OF HOUSE AT 4'. INST CK AND BOTTOM EDGE PRIOR TO INSTALL TO WEEN BOTTOM SOLE PLATE AND SIDING	220.00 y matching pine siding to walls with g GABLE END sheets, 1"x 3" trim at corners. Use b, and under windows or other openin GLL Z FLASHING AND INSTALL N D AVOID FUTURE ROT	galvanizeo SF lap flashin ngs. EW SIDIN	g on horizontal	
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Define cos Front yard 2585 Remove da seams ove FRONT OF 2600 Install roug seams. Fla CUT SIDIN PAINT BA SEAL BET PAINT SID 2610 Remove sid least 1" into windows. Ir BAY WIND Install hous Prime and J 4030 Install 1"x 4 INCLUDES	ts per tree. and over driveway Carpentry SIDINGCLAPBOARD REPLACE amaged siding to the joint over nearest stud. Apply r studs. Prime ready for top coat. F HOUSE// SIDING ABOVE GARAGE ROOF AT C SIDINGT1-11 th sawn fir, 3/8" thick, factory stained, T1-11 siding sh or install silicone caulking along entire top edge IG ON SIDES AND REAR OF HOUSE AT 4'. INST CK AND BOTTOM EDGE PRIOR TO INSTALL TO WEEN BOTTOM SOLE PLATE AND SIDING ING TO MATCH AS CLOSE AS POSSIBLE. REP SIDINGHARDBOARD ding and flashing. Nail 1/2"x10" primed hardboard to stud. Stagger joints in adjacent pieces and center include 1"x4" pine molding at all openings and corn OWS// CORNERS ARE COVERED ON SPEC#40 se wrap. paint 1"X4" EXT. CORNER TRIMWOOD	220.00 y matching pine siding to walls with g GABLE END 476.00 sheets, 1"x 3" trim at corners. Use and under windows or other openin ALL Z FLASHING AND INSTALL N O AVOID FUTURE ROT LACE CORNER BOARDS AS LISTE 200.00 siding with galvanized or aluminum er all butt joints over studs. Install flas ers. 30. 190.00 nails.	SF lap flashin ngs. EW SIDIN ED ABOVI SF siding nai shing over	g on horizontal IG E.	2500 750
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		Mackenzie - Eckert		Jnit: 5884			
ocation:		2 - Exterior	Ap	prox. Wall SF: 0		Ceiling/Floor	SF: 0
Spec #	#	Spec		Quantity	Units	Unit Price	Total Price
ade:	10	Carpentry					
Install	1/2" Cl	DX plywood or OSB sheathing nailed per l	ocal code and manufa	ctures specification	S .		
rade:	15	Roofing				<u>-</u> .	
4580		TEAR OFF AND REROOFSHINGLES		14.00	SQ		5600
sheath all roof	ning per f deckir	dispose of all roofing & defective sheathing r 100 sf of roof using pine board or plywoon ng to meet current codes. Remove and rep op coated, in homeowner's choice of color,	t to matching existing place all damaged fase	decking thickness.	Install fa	steners to re-na	11
flashin	g, 1"x2	elt per local code. With comparable or bette " PT drip edge holdout, and preformed wh shingles with a 30 yr warranty. Magnetical	te aluminum drip edge	e. Install 220 lb fibe	erglass as	phalt,	Ι.
Verify I	local co	odes prior to starting work. Roofing require	s a separate permit by	a Florida licensed	roofing co	ontractor.	
REMO	VE AL	L SKYLIGHTS ON ROOF// DECK OVER F	OOF OPENING				
ade:	19	Paint & Wallpaper					
5656		PREP & PAINT EXTERIOR		1,680.00	SF		3400
gloss w	vith sar	with drop cloth. Scrape all loose, cracked, ndpaper. Dispose of chips properly. Rinse th owner's choice of premixed acrylic latex	all surfaces with a hos	paint from siding. F se. Caulk and fill he	Feather ec ples. Spot	lges and dull prime and top	,
In case	e of hor	neowners association, paint same color as					
	e of hor 24	neowners association, paint same color as Extermination					
ade: 8305 Exterm	24 ninate fe		existing.		DU tch paven	nent where	750
ade: 8305 Exterm	24 ninate fe	Extermination EXTERMINATE TERMITES or termites, injecting strongest legal insecti	existing.	er 16". Drill and pa 5 year guarantee.			<u>750</u> 16,575 y
ade: 8305 Exterm necess	24 ninate fe sary to r	Extermination EXTERMINATE TERMITES or termites, injecting strongest legal insecti	existing. cide down to footer ev ensed and provide a 5	er 16". Drill and pa 5 year guarantee.	tch paven		16,575 _\
ade: 8305 Exterm necess	24 hinate fe sary to r	Extermination EXTERMINATE TERMITES or termites, injecting strongest legal insecti maintain interval. Exterminator must be lic	existing. cide down to footer ev ensed and provide a 5	er 16". Drill and pa year guarantee.	tch paven	Total: _	16,575 _\
ade: 8305 Exterm necess ocation: Spec #	24 hinate for eary to r	Extermination EXTERMINATE TERMITES or termites, injecting strongest legal insecti maintain interval. Exterminator must be lic 3 - Bathroom // Hall Spec	existing. cide down to footer ev ensed and provide a 5	er 16". Drill and pa 5 year guarantee. L prox. Wall SF: 0	tch paven	Total: Ceiling/Floor \$	16,575) SF: 0
ade: 8305 Exterm necess ocation: Spec # ade: 3940	24 hinate for sary to r t	Extermination EXTERMINATE TERMITES or termites, injecting strongest legal insecti maintain interval. Exterminator must be lic 3 - Bathroom // Hall Spec Carpentry TUB/SHOWER GRAB BAR SET	existing. cide down to footer ev ensed and provide a 5 App	er 16". Drill and pa 5 year guarantee. Drox. Wall SF: 0 Quantity 1.00	tch pavem .ocation Units EA	Total: Ceiling/Floor S Unit Price	16,575) SF: 0
ade: 8305 Exterm necess bcation: Spec # ade: 3940 Install 3 horizon gripping located bars sh control grab ba above t 12 inch diamete 1.5" spa	24 hinate for sary to r a grab l atal pos g surfact 24 inc hall be i end wa ar 18 in the hor les min er, type ace bei	Extermination EXTERMINATE TERMITES or termites, injecting strongest legal insection maintain interval. Exterminator must be lice 3 - Bathroom // Hall Spec Carpentry TUB/SHOWER GRAB BAR SET bars within the bathroom. Two horizontal generation of the second the other 9 inches above the rim of thes maximum from the head end wall and installed on the control end wall. A horizontal leginning near the front edge of the bat ches minimum in length shall be provided izontal grab bar, and 4 inches maximum in imum in length shall be provided on the head a 304, 18 gauge (.049), brushed satin stain tween the bar and wall. Bars must be faster	existing. cide down to footer evensed and provide a 5 Approximum above the floot the bathtub. Each grae extend to 12 inches maintain the control end wal ward from the front ed ad end wall at the from ess steel, with round sevend to the ward severely to the ward for the ward severely to the ward for the ward severely to the ward severely to the ward for the ward for the ward severely to the ward for the ward severely to the ward for the ward for the ward for the for the ward severely to the ward for the ward for the ward for the ward for the ward for the ward for the ward for the ward for the ward for the ward for the ward for the for the ward f	er 16". Drill and par o year guarantee. Drox. Wall SF: 0 Quantity 1.00 Vided on the back w for of the tub measu b bar shall be 24 in haximum from the comer l 3 inches minimum ge of the bathtub. It edge of the bathtub. It edge of the bathtub. The data on covers and rall framing.	EA EA EA EA rall, one ir red to the ches mini ontrol end shall be p of the bat to 6 inch One horiz ub. All ba	Total: Ceiling/Floor S Unit Price	16,575 SF: 0 Total Price
ade: 8305 Exterm necess bcation: Spec # ade: 3940 Install 3 horizon gripping located bars sh control grab ba above t 12 inch diamete 1.5" spa	24 hinate for sary to r a grab l atal pos g surfact 24 inc hall be i end wa ar 18 in the hor les min er, type ace bei	Extermination EXTERMINATE TERMITES or termites, injecting strongest legal insection maintain interval. Exterminator must be lice 3 - Bathroom // Hall Spec Carpentry TUB/SHOWER GRAB BAR SET bars within the bathroom. Two horizontal generation, 33 inches minimum and 36 inches mice and the other 9 inches above the rim of the smaximum from the head end wall and installed on the control end wall. A horizon all beginning near the front edge of the bat ches minimum in length shall be provided izontal grab bar, and 4 inches maximum in imum in length shall be provided on the head and staling (.049), brushed satin stain	existing. cide down to footer evensed and provide a 5 Approximum above the floot the bathtub. Each grae extend to 12 inches maintain the control end wal ward from the front ed ad end wall at the from ess steel, with round sevend to the ward severely to the ward for the ward severely to the ward for the ward severely to the ward severely to the ward for the ward for the ward severely to the ward for the ward severely to the ward for the ward for the ward for the for the ward severely to the ward for the ward for the ward for the ward for the ward for the ward for the ward for the ward for the ward for the ward for the ward for the for the ward f	er 16". Drill and par o year guarantee. Drox. Wall SF: 0 Quantity 1.00 Vided on the back w for of the tub measu b bar shall be 24 in haximum from the comer l 3 inches minimum ge of the bathtub. It edge of the bathtub. It edge of the bathtub. The data on covers and rall framing.	EA EA EA EA rall, one ir red to the ches mini ontrol end shall be p of the bat to 6 inch One horiz ub. All ba	Total: Ceiling/Floor S Unit Price	16,575 SF: 0 Total Price

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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 Pr
Trade:	9	Environmental Rehab	
satura 100-gr seams Add ne	tion. A it, spor and to ew text	ggressively scrape all loose paint, wall pa	55.00 SF 1200 polyethylene sheeting, mist defective paint with water to the point of aper and plaster with a draw scraper. Feather edges with a wet, a, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk nufacturer's instructions.
Trade:	10 10	Carpentry	
3080 Install	metal t	THRESHOLDMETAL hreshold with an interlocking vinyl insert.	1.00 EA 400 Trim door as necessary to create a snug fit.
Locaid Trade:		rage to house door HVAC	
6075	21	HEATER, SERVICE/RPR	1.00 EA 50
		-	1.00 EA 50 rols. Replace filter. Report any recommended replacement parts to
Include	es coils	on condenser and A frame. Vacuum any	dust from unit
6415 Install 4 fasten section	with na is of du	ills, screws or other fasteners that protrud ict. Seal all joints and seams with duct ma	1.00 EA 450 cified dryer location to a wall mounted Vent Closure outlet. Do not le into the interior of the exhaust duct. Use pop rivets to connect astic, not duct tape. Secure duct and hood to framing.
6415 Install 4 fasten section Frade: 7810	with na is of du 23 a UL ar	d rigid galvanized ductwork from the spec sils, screws or other fasteners that protrud lot. Seal all joints and seams with duct ma Electric SMOKE DETECTORHARD WIREDBA	1.00 EA 450 cified dryer location to a wall mounted Vent Closure outlet. Do not le into the interior of the exhaust duct. Use pop rivets to connect astic, not duct tape. Secure duct and hood to framing.
6415 Install 4 fasten section Trade: 7810 Install a back-uj	with na is of du 23 a UL ar	d rigid galvanized ductwork from the spec sils, screws or other fasteners that protrud lot. Seal all joints and seams with duct ma Electric SMOKE DETECTORHARD WIREDBA	1.00 EA 450 cified dryer location to a wall mounted Vent Closure outlet. Do not le into the interior of the exhaust duct. Use pop rivets to connect astic, not duct tape. Secure duct and hood to framing. 4.00 EA 350
6415 Install 4 fasten 1 section Trade: 7810 Install a back-u Trade: 8721 Install a	with na ns of du 23 a UL ap p. 27 a hard s	d rigid galvanized ductwork from the spec sils, screws or other fasteners that protrud act. Seal all joints and seams with duct ma Electric SMOKE DETECTORHARD WIREDBA oproved, ceiling mounted smoke and heat	1.00 EA 450 cified dryer location to a wall mounted Vent Closure outlet. Do not le into the interior of the exhaust duct. Use pop rivets to connect astic, not duct tape. Secure duct and hood to framing.
6415 Install 4 fasten 1 section Trade: 7810 Install a back-up Trade: 8721 Install a	with na ns of du 23 a UL ap p. 27 a hard s	Id rigid galvanized ductwork from the spec iils, screws or other fasteners that protrudu ict. Seal all joints and seams with duct ma Electric SMOKE DETECTORHARD WIREDBA oproved, ceiling mounted smoke and heat Fire Protection CARBON MONOXIDE DETECTOR wired or plug-in carbon monoxide detector	1.00 EA 450 cified dryer location to a wall mounted Vent Closure outlet. Do not le into the interior of the exhaust duct. Use pop rivets to connect astic, not duct tape. Secure duct and hood to framing.
6415 Install 4 fasten 7 section Trade: 7810 Install a back-up Trade: 8721 Install a location	with na as of du 23 a UL ap p. 27 a hard n nnear	Id rigid galvanized ductwork from the spec iils, screws or other fasteners that protrudu ict. Seal all joints and seams with duct ma Electric SMOKE DETECTORHARD WIREDBA oproved, ceiling mounted smoke and heat Fire Protection CARBON MONOXIDE DETECTOR wired or plug-in carbon monoxide detector	1.00 EA 450 cified dryer location to a wall mounted Vent Closure outlet. Do not le into the interior of the exhaust duct. Use pop rivets to connect astic, not duct tape. Secure duct and hood to framing.
6415 Install 4 fasten 7 section 7810 Install a back-up 7rade: 8721 Install a location	with na as of du 23 a UL ap p. 27 a hard a nnear	Id rigid galvanized ductwork from the spec iils, screws or other fasteners that protrudi ict. Seal all joints and seams with duct ma Electric SMOKE DETECTORHARD WIREDBA oproved, ceiling mounted smoke and heat Fire Protection CARBON MONOXIDE DETECTOR wired or plug-in carbon monoxide detector door to garge	1.00 EA 450 cified dryer location to a wall mounted Vent Closure outlet. Do not le into the interior of the exhaust duct. Use pop rivets to connect astic, not duct tape. Secure duct and hood to framing.
6415 Install 4 fasten section 7810 Install a back-up frade: 8721 Install a location .ocation: Spec #	with na as of du 23 a UL ap p. 27 a hard a nnear	Id rigid galvanized ductwork from the spec solution in the second secon	1.00 EA 450 cified dryer location to a wall mounted Vent Closure outlet. Do not le into the interior of the exhaust duct. Use pop rivets to connect astic, not duct tape. Secure duct and hood to framing.
6415 Install 4 fasten 5 section Trade: 7810 Install a back-up Trade: 8721 Install a location Location: Spec # Trade: 7835 Install a	with na as of du 23 a UL ap p. 27 a hard a nnear 23 an exte	Id rigid galvanized ductwork from the spec iils, screws or other fasteners that protruduct. Seal all joints and seams with duct ma Electric SMOKE DETECTORHARD WIREDBA oproved, ceiling mounted smoke and heat Fire Protection CARBON MONOXIDE DETECTOR wired or plug-in carbon monoxide detector door to garge 5 - Kitchen Spec Electric RANGE HOOD EXTERIOR VENTED rior ducted enameled range hood with inten a screws. Include metal vent and roof or w	1.00 EA
6415 Install 4 fasten 5 section Trade: 7810 Install a back-up Trade: 8721 Install a location Location: Spec # Trade: 7835 Install a to cabin	with na as of du 23 a UL ap p. 27 a hard n nnear 23 an exte net with of color	Id rigid galvanized ductwork from the spec iils, screws or other fasteners that protruduct. Seal all joints and seams with duct ma Electric SMOKE DETECTORHARD WIREDBA oproved, ceiling mounted smoke and heat Fire Protection CARBON MONOXIDE DETECTOR wired or plug-in carbon monoxide detector door to garge 5 - Kitchen Spec Electric RANGE HOOD EXTERIOR VENTED rior ducted enameled range hood with inten a screws. Include metal vent and roof or w	1.00 EA 450 cified dryer location to a wall mounted Vent Closure outlet. Do not le into the interior of the exhaust duct. Use pop rivets to connect astic, not duct tape. Secure duct and hood to framing.

	1044	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 TILEREPAIR	55.00	SF		1600
Remo resista	ve dan ant whi	naged tiles. Cut and thin set ceran te silicone caulk to all seams, fixtur	nic tile of matching color and size. Regrout entire s re lips and pipe penetrations.	surface ar	id apply mildew	/
remov possib	e loose ble. Gro	e tile, repair backer board using du out and caulk.	ıra-rock or similar waterproof board, install new tile	match as	s close as	
			L	ocation	Total:	1600 V
Location:		7 - Hall	Approx. Wall SF: 0		Ceiling/Floor	SF: 0
Spec #	#	Spec	Quantity	Units	Unit Price	Total Price
Spec # Frade:	# 17	Spec Drywall & Plaster	Quantity	Units	Unit Price	Total Price
rade: 5210	17	Drywall & Plaster DRYWALLPATCHLARGE	25.00	SF		750
Trade: 5210 Cut ba	17 ick defe	Drywall & Plaster DRYWALLPATCHLARGE ective gypsum to expose half of the	25.00 e studs on each side of the hole. Cut and tightly fit	SF	patch Glue and	750
Trade: 5210 Cut ba nail or SKYLI	17 Ick defe screw GHT O	Drywall & Plaster DRYWALLPATCHLARGE ective gypsum to expose half of the patch. Apply tape and 3 coats of c	25.00	SF drywall p dy for pai	patch. Glue and	750
Trade: 5210 Cut ba nail or	17 Ick defe screw GHT O	Drywall & Plaster DRYWALLPATCHLARGE ective gypsum to expose half of the patch. Apply tape and 3 coats of c	25.00 e studs on each side of the hole. Cut and tightly fit compound feathered out at least 8". Wet sand rea	SF drywall p dy for pai	patch. Glue and	750
Trade: 5210 Cut ba nail or SKYLI	17 Ick defe screw GHT O	Drywall & Plaster DRYWALLPATCHLARGE ective gypsum to expose half of the patch. Apply tape and 3 coats of c	25.00 e studs on each side of the hole. Cut and tightly fit compound feathered out at least 8". Wet sand rea LL//INSULATE ABOVE. BLEND WITH EXISTING	SF drywall p dy for pai	patch. Glue and nt. AND	750
Trade: 5210 Cut ba nail or SKYLI	17 Ick defe screw GHT O	Drywall & Plaster DRYWALLPATCHLARGE ective gypsum to expose half of the patch. Apply tape and 3 coats of c	25.00 e studs on each side of the hole. Cut and tightly fit compound feathered out at least 8". Wet sand rea LL//INSULATE ABOVE. BLEND WITH EXISTING	SF drywall p dy for pai CEILING	patch. Glue and nt. AND	750
Trade: 5210 Cut ba nail or SKYLI	17 Ick defe screw GHT O	Drywall & Plaster DRYWALLPATCHLARGE ective gypsum to expose half of the patch. Apply tape and 3 coats of c	25.00 e studs on each side of the hole. Cut and tightly fit compound feathered out at least 8". Wet sand rea LL//INSULATE ABOVE. BLEND WITH EXISTING	SF drywall p dy for pai CEILING ocation	oatch. Glue and nt. AND Total:	750
Trade: 5210 Cut ba nail or SKYLI	17 Ick defe screw GHT O	Drywall & Plaster DRYWALLPATCHLARGE ective gypsum to expose half of the patch. Apply tape and 3 coats of c	25.00 e studs on each side of the hole. Cut and tightly fit compound feathered out at least 8". Wet sand rea LL//INSULATE ABOVE. BLEND WITH EXISTING	SF drywall p dy for pai CEILING ocation cert , Un	oatch. Glue and nt. AND Total:	750

	J	PECS BY LOCA			•	11063	2/10/201
	Bid Site Visit:	· · · · · · · · · · · · · · · · · · ·	Case Number:				
	g Open Date:		Project Manager:	Bernard De	evelopme	ent, Inc.	
Biddin	g Close Date:	212412017	Phone:	(904) 529-5	5104	<u> </u>	
	Initial:	<u> </u>			a.	ana des cana a co	
dðress: 1844	Mackenzie -	Eckert	🥂 🖉 🛁 🖉 🖓 Unit: 58	84			
ocation:	1 - General	Requirements	Approx. W	all ŞE: 0		Ceiling/Floor S	F 0
Spec #	Spec			Quantity	Units	Unit Price	Total Price
ade: 1	General	Requirements				×	· · · · · · · · · · · · · · · · · · ·
14	CONTRACTO	OR ACCEPTS SCOPE OF	WORK	1.00	DU		N/A
Write Up (W date each pa xContractor	WU) with the "E ige of the WWL	Date Inspected" date of <u>2/9/</u> J. <u>2. 2. 24.</u> /7 Date	arefully reviewed & agrees to po <u>17</u> & referred to as Exh PECIFICATION, COSTS SHOL	ibit 1. The c	ontractor	shall initial &	
			ION OR WORK TO BE DONE				
35	VERIFY QUA	NTITIES/MEASUREMENT	S	1.00	GR	; 	N/A
Housing Reh Quantities sh THERE ARE	abilitation Spectral not be hono NO COSTS A	cialist prior to the submission ored if submitted after the b SSOCIATED WITH THE S	Quantities found by the contract on of a bid. Claims for additiona id submission. PECIFICATION. COSTS SHOU ION OR WORK TO BE DONE	al funds due JLD BE INC	to discre	pancies in N BASE BID.	
77		IALS REQUIRED		1.00	GR		N/A
		ction with this work write-up by Owner and Construction	are to be new, of first quality a Specialist.	nd without d	efects - I	unless stated	
			PECIFICATION. COSTS SHOL				
78	WORKMANS	HIP STANDARDS		1.00	GR	<u> </u>	N/A
			d and skilled in their particular t uired to eliminate damage.	rade as well	as the ta	asks assigned to	
			PECIFICATION. COSTS SHOL ON OR WORK TO BE DONE \				
80	CODES AND	ORDINANCES COMPLIAN	ICE	1.00	GR	<u></u>	900
and ordinanc	es of the local r	municipality, for that job site	tractor shall facilitate inspection ə, and the State of Florida, perta fficiency, and worker safety.			governing codes	
THERE ARE			PECIFICATION, COSTS SHOL ON OR WORK TO BE DONE \				
THIS IS A GE		SPECTIONS REQUIRED		1.00	GR	. <u></u>	N/A
85 Call the agen frequently inc	cy for inspectio cludes, but is no	on of all work that will be co ot limited to footings, roof s	ncealed from view before it is c heathing & flashing prior to inst layment & floor coverings, prior	allation of ne	w felt &	shingles, and	<u> </u>

3000 Back

	4 Mackenzie - Eckert					
cation	🛻 1 - General Requirements 👘 👘	Approx. Wall :	ξ. (0 · *		Ceiling/Floor	F. O.
Spec #	Spec	Q	uantity	Units	Unit Price	Total Price
ade: 1	General Requirements					
THIS IS A	GENERAL NOTIFICATION OF INFORMATION	OR WORK TO BE DONE WIT	THIS	PROJEC	Г	
therefrom,	1 YEAR GENERAL WARRANTY shall remedy any defect due to faulty material or which appear within one year from final inspection rers' and suppliers' written warranties covering ite	n. Further, contractor shall fu	ırnish ow	ner with a	11	<u>N/A</u>
	RE NO COSTS ASSOCIATED WITH THE SPECI GENERAL NOTIFICATION OF INFORMATION (
			L	ocation ⁻	Total: <u> </u>	900
cation:	2 Exterior	Approx. Wall S	F. 0		Ceiling/Floor S	SF. 0
Spec #	Spec	Q	uantity	Units	Unit Price	Total Price
ade: 4	Site Work					<u></u>
	TRIM TREE LIMBSROOF hbs, to give approximately 5 feet clearance from s a, and soffit. Remove debris from roof. Remove al		1,00	EA	<u> </u>	1,080
	ts per tree.					
	and over driveway					
ade: 10	Carpentry					
2585	SIDINGCLAPBOARD REPLACE		220.00	SF	•	4.000
	SIDING-CLAPBOARD REFLACE		220.00	or		1,680
seams ove	amaged siding to the joint over nearest stud. App r studs. Prime ready for top coat.				nails. Break a	
seams ove	amaged siding to the joint over nearest stud. App		lls with g		nails. Break a	u <u></u>
seams ove FRONT O 2600 Install roug	amaged siding to the joint over nearest stud. App r studs. Prime ready for top coat.	GABLE END g sheets, 1"x 3" trim at corne	lls with g 476.00 rs. Use li	alvanized SF ap flashin		
seams over FRONT O 2600 Install roug seams. Fla CUT SIDIN PAINT BA SEAL BET	amaged siding to the joint over nearest stud. App r studs. Prime ready for top coat. F HOUSE// SIDING ABOVE GARAGE ROOF AT SIDINGT1-11 h sawn fir, 3/8" thick, factory stained, T1-11 sidin	GABLE END g sheets, 1"x 3" trim at cornel ge, and under windows or oth STALL Z FLASHING AND INS TO AVOID FUTURE ROT	476.00 rs. Use la er openin TALL NE	SF SF ap flashin igs. EW SIDIN	g on horizontal G	u <u></u>
seams over FRONT O 2600 Install roug seams. Fla CUT SIDIN PAINT BA SEAL BET	amaged siding to the joint over nearest stud. App r studs. Prime ready for top coat. F HOUSE// SIDING ABOVE GARAGE ROOF AT SIDINGT1-11 In sawn fir, 3/8" thick, factory stained, T1-11 sidin ish or install silicone caulking along entire top edg IG ON SIDES AND REAR OF HOUSE AT 4'. INS CK AND BOTTOM EDGE PRIOR TO INSTALL T WEEN BOTTOM SOLE PLATE AND SIDING	GABLE END g sheets, 1"x 3" trim at cornel ge, and under windows or oth STALL Z FLASHING AND INS TO AVOID FUTURE ROT	476.00 rs. Use la er openin TALL NE	SF SF ap flashin igs. EW SIDIN	g on horizontal G	u <u></u>
seams ove FRONT O 2600 Install roug seams. Fla CUT SIDIN PAINT BA SEAL BET PAINT SID 2610 Remove s least 1" int	amaged siding to the joint over nearest stud. App or studs. Prime ready for top coat. F HOUSE// SIDING ABOVE GARAGE ROOF AT SIDINGT1-11 In sawn fir, 3/8" thick, factory stained, T1-11 sidin ish or install silicone caulking along entire top edg IG ON SIDES AND REAR OF HOUSE AT 4'. INS CK AND BOTTOM EDGE PRIOR TO INSTALL T WEEN BOTTOM SOLE PLATE AND SIDING DING TO MATCH AS CLOSE AS POSSIBLE. RE	GABLE END g sheets, 1"x 3" trim at corner ge, and under windows or oth TALL Z FLASHING AND INS TO AVOID FUTURE ROT PLACE CORNER BOARDS A d siding with galvanized or al ter all butt joints over studs. I	476.00 rs. Use la er openin TALL NE AS LISTE 200.00 uminum s	SF ap flashin igs. EW SIDIN D ABOVE SF siding nail	g on horizontal G s penetrating a	1,560
seams over FRONT O 2600 Install roug seams. Fla CUT SIDIN PAINT BA SEAL BET PAINT SID 2610 Remove s least 1" int windows. I	amaged siding to the joint over nearest stud. App r studs. Prime ready for top coat. F HOUSE// SIDING ABOVE GARAGE ROOF AT SIDINGT1-11 In sawn fir, 3/8" thick, factory stained, T1-11 sidin ish or install silicone caulking along entire top edg IG ON SIDES AND REAR OF HOUSE AT 4'. INS CK AND BOTTOM EDGE PRIOR TO INSTALL T WEEN BOTTOM SOLE PLATE AND SIDING DING TO MATCH AS CLOSE AS POSSIBLE. RE SIDINGHARDBOARD ding and flashing. Nail 1/2"x10" primed hardboard o stud. Stagger joints in adjacent pieces and cent nclude 1"x4" pine molding at all openings and cont DOWS// CORNERS ARE COVERED ON SPEC#4 Se wrap.	GABLE END g sheets, 1"x 3" trim at corner ge, and under windows or oth STALL Z FLASHING AND INS TO AVOID FUTURE ROT PLACE CORNER BOARDS A rd siding with galvanized or al ter all butt joints over studs. I mers.	476.00 rs. Use la er openin TALL NE AS LISTE 200.00 uminum s	SF ap flashin igs. EW SIDIN D ABOVE SF siding nail	g on horizontal G s penetrating a	1,560
seams over FRONT O 2600 Install roug seams. Fla CUT SIDIN PAINT BA SEAL BET PAINT SID 2610 Remove s least 1" int windows. I BAY WIND Install hou Prime and 4030	amaged siding to the joint over nearest stud. App r studs. Prime ready for top coat. F HOUSE// SIDING ABOVE GARAGE ROOF AT SIDINGT1-11 In sawn fir, 3/8" thick, factory stained, T1-11 sidin ish or install silicone caulking along entire top edg IG ON SIDES AND REAR OF HOUSE AT 4'. INS CK AND BOTTOM EDGE PRIOR TO INSTALL T WEEN BOTTOM SOLE PLATE AND SIDING DING TO MATCH AS CLOSE AS POSSIBLE. RE SIDINGHARDBOARD ding and flashing. Nail 1/2"x10" primed hardboard o stud. Stagger joints in adjacent pieces and cert nclude 1"x4" pine molding at all openings and con DOWS// CORNERS ARE COVERED ON SPEC#4 se wrap. paint 1"X4" EXT. CORNER TRIMWOOD	GABLE END g sheets, 1"x 3" trim at corner ge, and under windows or oth STALL Z FLASHING AND INS TO AVOID FUTURE ROT PLACE CORNER BOARDS A rd siding with galvanized or al ter all butt joints over studs. I mers.	476.00 rs. Use la er openin TALL NE AS LISTE 200.00 uminum s	SF ap flashin igs. EW SIDIN D ABOVE SF siding nail	g on horizontal G s penetrating a	1,560
seams over FRONT O 2600 Install roug seams. Fla CUT SIDIN PAINT BA SEAL BET PAINT SID 2610 Remove s least 1" int windows. I BAY WINE Install hou Prime and 4030 Install 1"x	amaged siding to the joint over nearest stud. App r studs. Prime ready for top coat. HOUSE// SIDING ABOVE GARAGE ROOF AT SIDINGT1-11 sh sawn fir, 3/8" thick, factory stained, T1-11 sidin ish or install silicone caulking along entire top edg IG ON SIDES AND REAR OF HOUSE AT 4'. INSE CK AND BOTTOM EDGE PRIOR TO INSTALL TO WEEN BOTTOM SOLE PLATE AND SIDING ONG TO MATCH AS CLOSE AS POSSIBLE. RE SIDINGHARDBOARD ding and flashing. Nail 1/2"x10" primed hardboard o stud. Stagger joints in adjacent pieces and com nclude 1"x4" pine molding at all openings and com DOWS// CORNERS ARE COVERED ON SPEC#4 se wrap. paint 1"X4" EXT. CORNER TRIMWOOD 4" pine corner board with aluminum or galvanized S WINDOWS. INSTALL HEAD FLASHING AT TO	GABLE END g sheets, 1"x 3" trim at corner ge, and under windows or oth STALL Z FLASHING AND INS TO AVOID FUTURE ROT PLACE CORNER BOARDS A rd siding with galvanized or al ter all butt joints over studs. I mers. 1030.	476.00 rs. Use la er openin TALL NE 200.00 uminum a hstall flas	SF ap flashing igs. EW SIDIN D ABOVE SF siding nail hing over	g on horizontal G s penetrating a	1,560 t
seams over FRONT O 2600 Install roug seams. Fla CUT SIDIN PAINT BA SEAL BET PAINT SID 2610 Remove s least 1" int windows. I BAY WINE Install hou Prime and 4030 Install 1"x	amaged siding to the joint over nearest stud. App r studs. Prime ready for top coat. HOUSE// SIDING ABOVE GARAGE ROOF AT SIDINGT1-11 sh sawn fir, 3/8" thick, factory stained, T1-11 sidin ish or install silicone caulking along entire top edg IG ON SIDES AND REAR OF HOUSE AT 4'. INS CK AND BOTTOM EDGE PRIOR TO INSTALL T WEEN BOTTOM SOLE PLATE AND SIDING DNG TO MATCH AS CLOSE AS POSSIBLE. RE SIDINGHARDBOARD ding and flashing. Nail 1/2"x10" primed hardboard o stud. Stagger joints in adjacent pieces and com nclude 1"x4" pine molding at all openings and com DOWS// CORNERS ARE COVERED ON SPEC#4 se wrap. paint 1"X4" EXT. CORNER TRIMWOOD 4" pine corner board with aluminum or galvanized	GABLE END g sheets, 1"x 3" trim at corner ge, and under windows or oth STALL Z FLASHING AND INS TO AVOID FUTURE ROT PLACE CORNER BOARDS A rd siding with galvanized or al ter all butt joints over studs. I mers. 1030.	476.00 rs. Use la er openin TALL NE 200.00 uminum a hstall flas	SF ap flashing igs. EW SIDIN D ABOVE SF siding nail hing over	g on horizontal G s penetrating a	1,560

ocation:		2Exterior	Approx. Wall SE: 0,		Celling/Floor	3FF 0
Spec	#	Spec	Quantit	y Units	Unit Price	Total Price
ade:	10	Carpentry				
Instal	1/2" (CDX plywood or OSB sheathing nailed per loc	al code and manufactures specification	ons.		
rade:	15	Roofing				
sheat all roo	hing pa of deck	TEAR OFF AND REROOFSHINGLES d dispose of all roofing & defective sheathing of er 100 sf of roof using pine board or plywood t sing to meet current codes. Remove and replat top coated, in homeowner's choice of color, or	o matching existing decking thickness ce all damaged fascia and soffit, with	e up to 5 sf s. Install fa	steners to re-nail	4,800
flashi	ng, 1"x	felt per local code. With comparable or better (2" PT drip edge holdout, and preformed white I shingles with a 30 yr warranty. Magnetically	aluminum drip edge. Install 220 lb fil	perglass as	phalt,	
Verify	local o	codes prior to starting work. Roofing requires a	a separate permit by a Florida license	d roofing co	ontractor.	
REM	OVE A	LL SKYLIGHTS ON ROOF// DECK OVER RO	OF OPENING			
rade:	19	Paint & Wallpaper				
		PREP & PAINT EXTERIOR	1,680.0			2,183
coat s In cas	with sa siding v se of ho	nd with drop cloth. Scrape all loose, cracked, p andpaper. Dispose of chips properly. Rinse al with owner's choice of premixed acrylic latex. omeowners association, paint same color as e	I surfaces with a hose. Caulk and fill			
coat s In cas ade: 8305 Extern	with sa siding v se of ho 24 minate	andpaper. Dispose of chips properly. Rinse al with owner's choice of premixed acrylic latex.	t surfaces with a hose. Caulk and fill xisting. 1.00 de down to footer ever 16". Drill and p	holes. Spot	prime and top	720
coat s In cas ade: 8305 Extern neces	with sa siding v se of ho 24 minate ssary to	andpaper. Dispose of chips properly. Rinse al with owner's choice of premixed acrylic latex. comeowners association, paint same color as e <u>Extermination</u> EXTERMINATE TERMITES for termites, injecting strongest legal insecticit o maintain interval. Exterminator must be licer	l surfaces with a hose. Caulk and fill xisting. 1.00 de down to footer ever 16". Drill and p ised and provide a 5 year guarantee.	holes. Spot	nent where	6,223
coat s In cas ade: 8305 Extern neces	with sa siding v se of ho 24 minate sary to	andpaper. Dispose of chips properly. Rinse al with owner's choice of premixed acrylic latex. omeowners association, paint same color as e <u>Extermination</u> EXTERMINATE TERMITES for termites, injecting strongest legal insecticit o maintain interval. Exterminator must be licer 3 - Bathroom // Hall	I surfaces with a hose. Caulk and fill xisting. 1.00 de down to footer ever 16". Drill and p ised and provide a 5 year guarantee. Approx. Wall SF 0	holes. Spot	nent where	6,223 iF_0:
coat s In cas ade: 8305 Extern neces	with sa siding v se of ho 24 minate sary to	andpaper. Dispose of chips properly. Rinse al with owner's choice of premixed acrylic latex. comeowners association, paint same color as e <u>Extermination</u> EXTERMINATE TERMITES for termites, injecting strongest legal insecticit o maintain interval. Exterminator must be licer	l surfaces with a hose. Caulk and fill xisting. 1.00 de down to footer ever 16". Drill and p ised and provide a 5 year guarantee.	holes. Spot	nent where	6,223
coat s In cas rade: 8305 Extern neces ocation: Spec rade:	with sa siding v se of ho 24 minate sary to	andpaper. Dispose of chips properly. Rinse al with owner's choice of premixed acrylic latex. comeowners association, paint same color as e <u>Extermination</u> EXTERMINATE TERMITES for termites, injecting strongest legal insecticity or maintain interval. Exterminator must be licer 3 - Bathroom // Hall Spec Carpentry	I surfaces with a hose. Caulk and fill xisting. 1.0 de down to footer ever 16". Drill and p used and provide a 5 year guarantee. Approx Wall SF_0 Quantity	holes. Spot	nent where	6,223 F_0 Total Price
coat s In cas rade: 8305 Extern neces bcation: Spec rade: 3940 Install horizc grippi locate bars s contro grab b above 12 inc diame 1.5" s	with sa siding v e of ho 24 minate sary to # 10 3 grat antal point of 24 in ball be of end v par 18 in the ho hes minate suff	andpaper. Dispose of chips properly. Rinse al with owner's choice of premixed acrylic latex. comeowners association, paint same color as e <u>Extermination</u> EXTERMINATE TERMITES for termites, injecting strongest legal insecticit or maintain interval. Exterminator must be licer 3 - Bathroom // Hall . Spec Carpentry TUB/SHOWER GRAB BAR SET or bars within the bathroom. Two horizontal gra position, 33 inches minimum and 36 inches maxiface and the other 9 inches above the rim of the inches maximum from the head end wall and ex- e installed on the control end wall. A horizontal wall beginning near the front edge of the bathtwinches minimum in length shall be provided on prizontal grab bar, and 4 inches maximum inwa- inimum in length shall be provided on the head pe 304, 18 gauge (.049), brushed satin stainles interven the bar and wall. Bars must be fasten	I surfaces with a hose. Caulk and fill xisting. 1.00 be down to footer ever 16". Drill and p ised and provide a 5 year guarantee. Approx.vvall SF.0 Quantity 1.00 ab bars shall be provided on the back timum above the floor of the tub meas e bathtub. Each grab bar shall be 24 dtend to 12 inches maximum from the I grab bar 24 inches minimum in leng ub and extend toward the inside corner the control end wall 3 inches minimu ard from the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5	D DU atch paven Location U Units U Units U EA wall, one in sured to the inches min control end th shall be per of the bar im to 6 inch. One horiz ntub. All bar	nent where Total: Ceiling/Figors Unit Price Unit Price unit Price	6,223 Total Price
coat s In cas rade: 8305 Extern neces ocation: Spec rade: 3940 Install horizc grippi locate bars s contro grab b above 12 inc diame 1.5" s	with sa siding v e of ho 24 minate sary to # 10 3 grat antal point of 24 in ball be of end v par 18 in the ho hes minate suff	andpaper. Dispose of chips properly. Rinse al with owner's choice of premixed acrylic latex. omeowners association, paint same color as e <u>Extermination</u> EXTERMINATE TERMITES for termites, injecting strongest legal insecticity or maintain interval. Exterminator must be licer 3 - Bathroom // Hall, Spec Carpentry TUB/SHOWER GRAB BAR SET o bars within the bathroom. Two horizontal gra position, 33 inches minimum and 36 inches maxificate and the other 9 inches above the rim of the neches maximum from the head end wall and ex- e installed on the control end wall. A horizontal wall beginning near the front edge of the bathtra- inches minimum in length shall be provided on the tops add the other 9 inches maximum inwa- inimum in length shall be provided on the head pe 304, 18 gauge (.049), brushed satin stainles	I surfaces with a hose. Caulk and fill xisting. 1.00 be down to footer ever 16". Drill and p ised and provide a 5 year guarantee. Approx.vvall SF.0 Quantity 1.00 ab bars shall be provided on the back timum above the floor of the tub meas e bathtub. Each grab bar shall be 24 dtend to 12 inches maximum from the I grab bar 24 inches minimum in leng ub and extend toward the inside corner the control end wall 3 inches minimu ard from the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5 end wall at the front edge of the bathtub 5	D DU atch paven Location U Units U Units U EA wall, one in sured to the inches min control end th shall be per of the bar im to 6 inch. One horiz ntub. All bar	nent where Total: Ceiling/Figors Unit Price Unit Price Unit Price	6,223 Total Price

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ocation	·	4 - Whole House			Ceiling/Floor S	Fail
Spec		Spec	Approx Wall SF 0	Units	Unit Price	Total Price
ade:	9	Environmental Rehab				
satur 100- <u>(</u> sean	restabli ration. grit, spo ns and t	STABILIZE CEILING shing any required floor containment with polyethylene s Aggressively scrape all loose paint, wall paper and plast inge sanding block. Detergent wash, rinse, allow to dry, op coat with premium acrylic latex per manufacturer's in ture//popcorn	er with a draw scraper. Feat and HEPA vacuum all visibl	with water	with a wet,	_480
Multi	pie loca	tions/ Hall-Livingroom				
ade:	10	Carpentry				·
	ll metal	THRESHOLDMETAL threshold with an interlocking vinyl insert. Trim door as arage to house door	1.00 necessary to create a snug f			180
ade:	21	HVAC				
6075 Clear owne	n, i nsp e	HEATER, SERVICE/RPR act and adjust heating equipment and controls. Replace	1.00 filter. Report any recommer	EA nded replac	cement parts to	450
Inclu	des coi	s on condenser and A frame. Vacuum any dust from un	it.			
faste	n with r	nd rigid galvanized ductwork from the specified dryer loo ails, screws or other fasteners that protrude into the inte				
ade:	ons of c 2 <u>3</u>	luct. Seal all joints and seams with duct mastic, not duc				
7810	23 II a UL :		t tape. Secure duct and hoo	d to framir EA	ıg. 	720
7810 Insta back	23 II a UL :	ElectricSMOKE DETECTORHARD WIREDBATTERY BAG	t tape. Secure duct and hoo	d to framir EA	ıg. 	720
7810 Insta back ade: 8721 Insta	23 II a UL a -up. 27 II a hard	Electric SMOKE DETECTORHARD WIREDBATTERY BAC approved, ceiling mounted smoke and heat detector per	t tape. Secure duct and hoo K-UP 4.00 manently wired into a recept	d to framir EA acle box w EA	ıg. 	<u>720</u> 210
7810 Insta back ade: 8721 Insta	23 II a UL a -up. 27 II a hard	Electric SMOKE DETECTORHARD WIREDBATTERY BAG approved, ceiling mounted smoke and heat detector per Fire Protection CARBON MONOXIDE DETECTOR d wired or plug-in carbon monoxide detector in same roo	t tape. Secure duct and hoo K-UP 4.00 manently wired into a recept 1.00 m as fuel burning appliance.	d to framir EA acle box w EA	ig. ith battery	
7810 Insta back ade: 8721 Insta locat	23 II a UL - -up. 27 II a hard	Electric SMOKE DETECTORHARD WIREDBATTERY BAG approved, ceiling mounted smoke and heat detector per Fire Protection CARBON MONOXIDE DETECTOR d wired or plug-in carbon monoxide detector in same roo	t tape. Secure duct and hoo K-UP 4.00 manently wired into a recept 1.00 m as fuel burning appliance.	EA acle box w	ig. ith battery	<u>210</u>
7810 Insta back ade: 8721 Insta locat	23 II a UL -up. 27 II a hard ionne	Electric SMOKE DETECTORHARD WIREDBATTERY BAC approved, ceiling mounted smoke and heat detector per Fire Protection CARBON MONOXIDE DETECTOR d wired or plug-in carbon monoxide detector in same roo ar door to garge	t tape. Secure duct and hoo K-UP 4.00 manently wired into a recept 1.00 m as fuel burning appliance.	EA acle box w	ig. ith battery Total: <u>2</u>	<u>210</u> ,280 F: 0
7810 Insta back ade: 8721 Insta locat	23 II a UL -up. 27 II a hard ionne	Electric SMOKE DETECTORHARD WIREDBATTERY BAC approved, ceiling mounted smoke and heat detector per Fire Protection CARBON MONOXIDE DETECTOR d wired or plug-in carbon monoxide detector in same roo ar door to garge 5- Kitchen	t tape. Secure duct and hoo K-UP 4.00 manently wired into a recept 1.00 om as fuel burning appliance.	EA acle box w EA	ig. ith battery Total: <u>2</u> Celling/Előor S	<u>210</u> ,280 F: 0
7810 Insta back ade: 8721 Insta locat locat Spec ade: 7835 Insta to ca	23 II a UL -up. 27 II a hard ionnea 23 23 11 an ex	Electric SMOKE DETECTORHARD WIREDBATTERY BAC approved, ceiling mounted smoke and heat detector per Fire Protection CARBON MONOXIDE DETECTOR d wired or plug-in carbon monoxide detector in same roo ar door to garge 5- Kitchen Spec Electric RANGE HOOD EXTERIOR VENTED terior ducted enameled range hood with integral controls th screws. Include metal vent and roof or wall cap/dam	t tape. Secure duct and hoo K-UP 4.00 manently wired into a recept 1.00 om as fuel burning appliance. Approx. Wall SF 0 Quantity 1.00 s and light capable of 100 cfm	d to framir EA acle box w EA Location Units EA n at 70 sor	ith battery Total: 2 Celling/Előor S Unit Price nes. Attach hood	210 .280 F: 0 Total Pric 725
Insta back ade: 8721 Insta locat bcation Spec ade: 7835 Insta to ca	23 II a UL -up. 27 II a hard ionne: # 23 II an ex binet w	Electric SMOKE DETECTORHARD WIREDBATTERY BAC approved, ceiling mounted smoke and heat detector per Fire Protection CARBON MONOXIDE DETECTOR d wired or plug-in carbon monoxide detector in same roo ar door to garge 5- Kitchen Spec Electric RANGE HOOD EXTERIOR VENTED terior ducted enameled range hood with integral controls th screws. Include metal vent and roof or wall cap/dam	t tape. Secure duct and hoo K-UP 4.00 manently wired into a recept 1.00 om as fuel burning appliance. Approx. Wall SF.0 Quantity 1.00 s and light capable of 100 cfm per assembly, using #14 cop	d to framir EA acle box w EA Location Units EA n at 70 sor	ith battery Total: 2 Ceiling/Floor S Unit Price nes. Attach hood x. Owner's	210 .280 F: 0 Total Pric 725

ation	inite Straig	6 - Bathrod	om Maste					Approx.	Wall SF 0.1	1999	Celling/Floc	or SFI - 0, 👘
Spec #	;	Spec	<u> </u>						Quantity	Units	Unit Price	eTotal Pric
le: 1	8	Ceram	ic Tile									
resistant	dama white	silicone cau	ut and this Ilk to all se	n set cera eams, fixt	ure lips a	nd pipe p	enetration	s.	55.00 grout entire nstall new til	surface an	d apply milde	<u>240</u>
		t and caulk.		Ū			, ,					
										Location	Total:	240
ation	<u> </u>	- Hali						Approx	Vall SF 0.		Ceiling/Floo	r SF: 0
Spec #		Spec							Quantity	Units	Unit Price	Total Pric
e: 1	7	Drywal	& Plaster	r				·				
nail or sci	defec rew pa IT OP	atch. Apply	to expose tape and a	e half of ti 3 coats of	f compou	nd feathe	red out at	least 8".	25.00 t and tightly f Wet sand rea H EXISTING	it drywall p ady for pai		<u>420</u>
									I	Location	Total:	420
			2 45 			Unit To	tal for 1	844 Mac	:kenzie - Ec	kort lin	it 5884.	21,208
									1844 Mac			21,208
						Addres					oment, Inc	
							Bidder:		Bernard	Develop	Mar.	······
										7	KL)	
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					n a chairt ann				S. BALE I.			Page 5 of 5

SPECS BY LOCATION/TRADE

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2/10/2017

Pre-Bid Site Visit:	Case Number: 5884		<u> </u>	
Bidding Open Date:	Project Manager: Phone:	,		
Bidding Close Date: initial:	Filone,		<u>_</u>	
.ddress: 1844 Mackenzie - Eckert	Unit: 5884			
	Approx. Wall SF:	0	Ceiling/Floor S	SF: 0
ocation: 1 - General Requirements				Total Price
Spec # Spec	Qua	ntity Uni		
ade: 1 General Requirements				
14 CONTRACTOR ACCEPTS SCOPE OF WORK The undersigned contractor certifies that he/she has carefully Write Up (WWU) with the "Date Inspected" date of <u>2-9-1</u> date each page of the WWU. x <u>CHAD WILL FYTE</u> <u>2-23-17</u>	, reviewed & agrees to perform	1.00 DU the work do The contrac	escribed in this Wor	k
Contractor Date				
THERE ARE NO COSTS ASSOCIATED WITH THE SPECIF THIS IS A GENERAL NOTIFICATION OF INFORMATION C	FICATION. COSTS SHOULD B R WORK TO BE DONE WITH	E INCLUDE THIS PRO	ED IN BASE BID. JECT	
35 VERIFY QUANTITIES/MEASUREMENTS All Quantities stated in the attached specifications for this ad		1.00 GF		~
All Quantities stated in the attached specification of the data (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the co at a mandatory site inspection prior to bid submission. All qu or Dwelling Unit (DU) are as stated. Discrepancies in Quant Housing Rehabilitation Specialist prior to the submission of a Quantities shall not be honored if submitted after the bid sub THERE ARE NO COSTS ASSOCIATED WITH THE SPECII THIS IS A GENERAL NOTIFICATION OF INFORMATION C	Jantities stated in the Units of M ities found by the contractor m a bid. Claims for additional fund mission. FICATION, COSTS SHOULD E	ust be comr ds due to di BE INCLUDI	nunicated to the screpancies in ED IN BASE BID.)
77 NEW MATERIALS REQUIRED		1.00 GF	۰ <u> </u>	<u></u>
All materials used in connection with this work write-up are t otherwise or pre-approved by Owner and Construction Spec	o be new, of first quality and wi cialist.	thout defec	is - unless stated	
THERE ARE NO COSTS ASSOCIATED WITH THE SPECI THIS IS A GENERAL NOTIFICATION OF INFORMATION (FICATION, COSTS SHOULD E OR WORK TO BE DONE WITH	BE INCLUD I THIS PRO	ED IN BASE BID. JECT	
78 WORKMANSHIP STANDARDS		1.00 GI		<u>.</u>
All work shall be performed by mechanics both licensed and them. Workers shall protect all surfaces as long as required	l skilled in their particular trade to eliminate damage.	as well as t	he tasks assigned t	0
THERE ARE NO COSTS ASSOCIATED WITH THE SPECI THIS IS A GENERAL NOTIFICATION OF INFORMATION (FICATION. COSTS SHOULD F DR WORK TO BE DONE WITH	BE INCLUD I THIS PRO	ED IN BASE BID. DECT	
80 CODES AND ORDINANCES COMPLIANCE		1.00 G		2 <i>0</i> 0 [#]
In the execution of the itemized scope of work, the contracte and ordinances of the local municipality, for that job site, an construction, zoning, environmental protection, energy efficie	d the State of Fiorida, pertainin	comply witi g to building	h all governing code J	95
THERE ARE NO COSTS ASSOCIATED WITH THE SPECT THIS IS A GENERAL NOTIFICATION OF INFORMATION	FICATION. COSTS SHOULD OR WORK TO BE DONE WITH	BE INCLUD I THIS PRO	ED IN BASE BID. NECT	
85 CLOSE-IN INSPECTIONS REQUIRED Call the agency for inspection of all work that will be concea frequently includes, but is not limited to footings, roof sheat repaired framing & decking prior to installation of underlaym	hing & flashing prior to installati	on or new i	pe of inspection elt & shingles, and	
THERE ARE NO COSTS ASSOCIATED WITH THE SPEC			DED IN BASE BID.	Page 1 of

ess: 1844	Q	Approx. Wall SF: 0	· · · ·		Ceiling/Floor Sl	F: 0
ition:	1 - General Requirements	Quantit	y l	Units	Unit Price	Total Price
Spec #	Spec					
e: <u>1</u>	General Requirements GENERAL NOTIFICATION OF INFORMATION OR W	ORK TO BE DONE WITH TH	IS PF	ROJECI	•	
THIS IS A G		1.0		DU		
therefrom, w manufacture payment.	1 YEAR GENERAL WARRANTY shall remedy any defect due to faulty material or work which appear within one year from final inspection. Fr ers' and suppliers' written warranties covering items fr	urnished under this contract p	rior ta) release	e of the final	
THERE AR THIS IS A C	E NO COSTS ASSOCIATED WITH THE SPECIFICA GENERAL NOTIFICATION OF INFORMATION OR V	ATION. COSTS SHOULD BE I VORK TO BE DONE WITH TH			-	n aof
			Lo	cation	Total: _	200-
	المراجع والمستعدية وموسي المتعاويين والوجوم والمسا	Approx. Wall SF: 0	• ; • •		Ceiling/Floor S	SF: 0
ation:	2 - Exterior	Quant		Units	Unit Price	Total Pric
Spec #	Spec					
ie: 4	Site Work		.00			400 ₽
461 '	TRIM TREE LIMBS-ROOF					
Cut tree lin roof, fascia	nbs, to give approximately 5 feet clearance from struc , and soffit. Remove debris from roof. Remove all del	bris, and rake clean.				
Cut tree lin roof, fascia Define cos	i, and soffit. Remove debris from root. Remove all der	bris, and rake clean.				
roof, fascia Define cos	i, and soffit. Remove debris from root. Remove all der	bris, and rake clean.				
roof, fascia Define cos	n, and soffit. Remove debris from root. Remove all der ts per tree. and over driveway	bris, and rake clean.				
roof, fascia Define cos Front yard le: 10 2585 Remove de seams over	and soffit. Remove debris from root. Remove all der ts per tree. and over driveway <u>Carpentry</u> <u>SIDING-CLAPBOARD REPLACE</u> amaged siding to the joint over nearest stud. Apply n er studs. Prime ready for top coat.	220 natching pine siding to walls w		SF alvanize	d nails. Break a	
roof, fascia Define cos Front yard de: 10 2585 Remove de seams over	and soffit. Remove debris from root. Remove all define ts per tree. and over driveway Carpentry SIDING-CLAPBOARD REPLACE amaged siding to the joint over nearest stud. Apply n er studs. Prime ready for top coat. F HOUSE// SIDING ABOVE GARAGE ROOF AT GA	natching pine siding to walls w BLE END	vith ga	alvanize	d nails. Break a	11
roof, fascia Define cos Front yard de: 10 2585 Remove di seams ove FRONT O 2600 Install roug	and soffit. Remove debris from root. Remove all der ts per tree. and over driveway <u>Carpentry</u> <u>SIDING-CLAPBOARD REPLACE</u> amaged siding to the joint over nearest stud. Apply n er studs. Prime ready for top coat. F HOUSE// SIDING ABOVE GARAGE ROOF AT GA <u>SIDING-T1-11</u> gh sawn fir, 3/8" thick, factory stained, T1-11 siding sl ash or install silicone caulking along entire top edge, a	220 natching pine siding to walls w BLE END heets, 1"x 3" trim at corners.	vith ga 5.00 Use la penin	SF ap flashi gs.	ing on horizonta	342
roof, fascia Define cos Front yard de: 10 2585 Remove di seams ove FRONT O 2600 Install roug seams. Fla CUT SIDII PAINT BA	and soffit. Remove debris from root. Remove all der ts per tree. and over driveway Carpentry SIDING-CLAPBOARD REPLACE amaged siding to the joint over nearest stud. Apply n er studs. Prime ready for top coat. F HOUSE// SIDING ABOVE GARAGE ROOF AT GA	220 natching pine siding to walls w BLE END 476 heets, 1"x 3" trim at corners. I and under windows or other o LL Z FLASHING AND INSTAI AVOID FUTURE ROT	vith ga 5.00 Use la penin LL NE	SF ap flashi gs. EW SIDI	ing on horizonta	<u>342</u> ,
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_ocation: Spec # Trade: 10	2 - Exterior	Approx. Wall SF: 0	Ceiling/Floor SF: (3
10	Spec	Quantity Units	Unit Price 1	Fotal Price
rade: 10	Carpentry		. <u> </u>	
install 1/2" C	DX plywood or OSB sheathing nailed per local code and m	anufactures specifications.		
	Roofing			
rade: 15				7000 ==
sheathing p all roof deck primed and	d dispose of all roofing & defective sheathing offsite, in a co er 100 sf of roof using pine board or plywood to matching ex ing to meet current codes. Remove and replace all damag top coated, in homeowner's choice of color, or to match exi	ed fascia and soffit, with comparable sting.	material,	
flashing, 1"> dimensiona	felt per local code. With comparable or better to existing pro (2" PT drip edge holdout, and preformed white aluminum dr I shingles with a 30 yr warranty. Magnetically sweep for fas	steners, and dispose of all debris from	roof and yard.	
Verify local	codes prior to starting work. Roofing requires a separate pe	ermit by a Florida licensed roofing con	tractor.	
REMOVE A	LL SKYLIGHTS ON ROOF// DECK OVER ROOF OPENIN	G		
rade: 19	Paint & Wallpaper			51000
gloss with s coat siding	PREP & PAINT EXTERIOR nd with drop cloth. Scrape all loose, cracked, peeling and b andpaper. Dispose of chips properly. Rinse all surfaces wi with owner's choice of premixed acrylic latex.	1,680.00 SF listered paint from siding. Feather edg ith a hose. Caulk and fill holes. Spot	ges and dull prime and top	<u>JW</u>
In case of f	nomeowners association, paint same color as existing.			750*
8305 Exterminat	EXTERMINATE TERMITES e for termites, injecting strongest legal insecticide down to f to maintain interval. Exterminator must be licensed and pro	1.00 DU footer ever 16". Drill and patch pavem ovide a 5 year guarantee.	ent where	
necessary		Location	Total:	21,22
	o (Pathráom // Hall	Approx. Wall SF: 0	Ceiling/Floor SF:	.0
Location:	3 - Bathroom // Hall	Quantity Units	Unit Price	Total Price
Spec #	Spec			
Trade: 10		1.00 EA		
114401 14	TUB/SHOWER GRAB BAR SET ab bars within the bathroom. Two horizontal grab bars sha	I he provided on the back wall, one it	nstalled in a	
3940 Install 3 gr horizontal gripping s located 24 bars shall control en grab bar 1 above the 12 inches diameter, 1.5" space	position, 33 inches minimum and 36 inches maximum and urface and the other 9 inches above the rim of the bathtub. I inches maximum from the head end wall and extend to 12 be installed on the control end wall. A horizontal grab bar 3 d wall beginning near the front edge of the bathtub and exter 8 inches minimum in length shall be provided on the control horizontal grab bar, and 4 inches maximum inward from the minimum in length shall be provided on the head end wall type 304, 18 gauge (.049), brushed satin stainless steel, will be between the bar and wall. Bars must be fastened secured	Each grab bar shall be 24 inches min inches maximum from the control en 24 inches minimum in length shall be end toward the inside corner of the ba of end wall 3 inches minimum to 6 incl ie front edge of the bathtub. One hori at the front edge of the bathtub. All bi ith round snap on covers and welded by to the wall framing.	imum in length, d wall. Two grab provided on the thtub. A vertical nes maximum zontal grab bar ars shall be 1.25"	
3940 Install 3 gr horizontal gripping s located 24 bars shall control en grab bar 1 above the 12 inches diameter, 1.5" space	position, 33 inches minimum and 36 inches maximum above urface and the other 9 inches above the rim of the bathtub. I inches maximum from the head end wall and extend to 12 be installed on the control end wall. A horizontal grab bar 2 d wall beginning near the front edge of the bathtub and exter 8 inches minimum in length shall be provided on the control horizontal grab bar, and 4 inches maximum inward from the minimum in length shall be provided on the head end wall twos 204, 18 gauge (049) brushed satin stainless steel, wi	Each grab bar shall be 24 inches min inches maximum from the control en 24 inches minimum in length shall be end toward the inside corner of the ba of end wall 3 inches minimum to 6 incl ie front edge of the bathtub. One hori at the front edge of the bathtub. All bi ith round snap on covers and welded by to the wall framing.	imum in length, d wall. Two grab provided on the thtub. A vertical nes maximum zontal grab bar ars shall be 1.25" 3" flanges and a	<u>340</u>

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Holly MacLean

From:	sophia.fihs@yahoo.com
Sent:	Friday, February 24, 2017 1:42 PM
То:	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 <u>thomas.creativeenterprise@gmail.com</u> 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
 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:

O11110111-0	
GCS	(904) 284-6300
KH	(352) 473-3711
KL	(904) 533-2111
OP/MBG	(904) 269-6300

www.claycountygov.com

MEMORANDUM

то:	Holly Coyle, Director of Economic and Development Services
FROM:	Theresa Sumner, SHIP Program Administrator House Humn
DATE:	February 28, 2017
SUBJECT:	Waiver to Award Bid

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		
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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		

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		

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			

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 INFORMATIONDate quote received: 2/13/17Date quote expires: 3/13/17

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

QUOTE INFORMATION			
ate quote received:	2/13/17		

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

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Date quote received:	_
Date quote expires:	

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

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:

NAME	TITLE	SIGNATURE
Theresa Sumner	SHIP Program Administrator	Theuse Aumin
Holly Coyle	Director, Economic and Development	Services Afrilly UNKE
RECOMMENDATION:	Please see Memo to Holly Coyle	
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F:2012-2013 NEW SHIP FORMS\Quote Comparison Forms\[Verbal Quote Comparison Westbrook, Joyce xls]1

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Biddi	ng Close Date:		Phone:	·			
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Spec # Spec le: 1 General Requirements construction, zoning, environmental protection, energy efficiency, and worker safety. 85 CLOSE-IN INSPECTIONS REQUIRED Call the agency for inspection of all work that will be concealed from view before it frequently includes, but is not limited to footings, roof sheathing & flashing prior to i repaired framing & decking prior to installation of underlayment & floor coverings, primer the specific coverings, primer the specific covering is a GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DOM	1.00 is closed in. Th installation of ne	Units GR	Unit Price	Total Price
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	IOULD BE INCI NE WITH THIS I	UDED IN PROJECT	N BASE BID. Î	
90 1 YEAR GENERAL WARRANTY	1.00	DU		
Contractor shall remedy any defect due to faulty material or workmanship and pay therefrom, which appear within one year from final inspection. Further, contractor manufacturers' and suppliers' written warranties covering items furnished under thi payment.	shall furnish ow	ner with a	11	
THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SH THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DON				
	Le	ocation	Fotal:	
cation 2+ Exterior Approx	Wall SF 0		Ceiling/Floor SI	Fa
Spec # Spec	Quantity	Units	Unit Price	Total Price
de: 5 Demolition & Disposal	duality	Units	Onk Thee	- Total Price
After procuring all required permits, place a 20 cubic yard, roll-off dumpster without debris using dust control methods.	2.00 damaging the s	EA site. Colle	ect construction	<u>550</u>
2825 GLASS REPLACESKYLIGHT	2.00	SF	<u> </u>	450
Dispose of broken or cracked skylight. Install fire rated, wire reinforced glass and a			bedding putty.	<u></u>
Repair roof around new skylight and rotted decking.				
2940 WINDOWALUMINIM FIXED SASH	1.00	EA		495
Field measure, fabricate, and install a white, enameled aluminum,double glazed, th necessary panning, caulk and trim.	ermal break, m	oveable s	ash including all	
Location: window adjacent to front door in entryway, Replace broken window.				-
2950 WINDOWALUM SLIDER DBL GLZ Remove and replace sliding glass door handle	1.00	EA		200
de: 15 Roofing				
 4580 TEAR OFF AND REROOFSHINGLES Remove and dispose of all roofing & defective sheathing offsite, in a code-legal during sheathing per 100 sf of roof using pine board or plywood to matching existing decking all roof decking to meet current codes. Remove and replace all damaged fascia an 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, instal fiashing, 1"x2" PT drip edge holdout, and preformed white aluminum drip edge. Install 15 lb felt per local code. 	ing thickness. In id soffit, with cor ill all new vent p	nstall faste nparable ipe boots	eners to re-nail material, , roof vents,	950

	c #	Spec	Quant	ty Units	Unit Price	Total Price
rade:	15	Roofing				
	-	codes prior to starting work. Roofing requires		eu rooning t		
Dete	ermine r	eason for high decking at seams. Repair as i	leeded.			275
4723	3	VENT-SOFFIT, CONTINUOUS	25.			010
Rem soffi		sting soffit on left side of home where existin	g has dropped. Re install "J" channel	so it will no	t sag and reinstal	1
30110				Locatio	n Totol:	11,470 /
			ana ang mga kanang pang ang dana dana kanang ng mga sa			
ocation		3 - Bathroom // Hall	Approx Wall SF: 0	andre state and the second second Second second	Ceiling/Floor	SF OT
Spe	c#	Spec	Quant	ity Units	Unit Price	Total Price
rade:	16	Conservation				
4920		INSULATE CEILING, R-30 KRAFT FACE				200
After	r air sea	ling (Spec # 16-4903) install 12" thick R-30 u	infaced fiberglass batts between the	eiling joists	carefully fitting	
the f	liberglas inuous l	is around obstructions such as wires, pipes of R30 rating. Staple flanges to the interior face	is of the studs. Notify Owner when the	insciela coi le installatio	n is ready for	
insp	ection.	The inspection will include spot checks for q	ality, pulling some of the facing away	/ from the s	tuds. The	
		ill reinstall areas accessed for inspection. In SKYLIGHT CHASE AFTER REPAIR	sulation must be inspected before the	ening nni	sn is Insizileo.	
INSU	ULATE	SATEIGHT CHAGE AFTER REFAIR				
rade:	17	Drywall & Plaster			- <u></u>	010
5210)	DRYWALL-PATCH-LARGE	150	00 SF		950
Cut	back de	fective gypsum to expose half of the studs of vice and 3 coats of compoun	n each side of the hole. Cut and tight d feathered out at least 8" Wet sand	ly fit drywall ready for p	patch. Glue and	
naif	or screv	v patch. Apply tape and 3 coats of compoun	n each side of the hole. Cut and tight d feathered out at least 8". Wet sand	ly fit drywall ready for p	l patch. Glue and aint	
naif	or screv	fective gypsum to expose half of the studs of v patch. Apply tape and 3 coats of compound a up to skylight.	n each side of the hole. Cut and tight d feathered out at least 8". Wet sand	ly fit drywall ready for p	l patch. Glue and aint	
naif (or screv	v patch. Apply tape and 3 coats of compoun	n each side of the hole. Cut and tight d feathered out at least 8". Wet sand	ly fit drywall ready for p	l patch. Glue and aint	
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Address: 33	18 Westfield	Unit: We	estbrook 5	881		
Location;	a whole House	– Арргох Же	uj SF. Ø		Ceiling/Floor S	F. 0.
Spec #	Spec		Quantity	Units	Unit Price	Total Price
Trade: 20						
Approxima	te Measurements:: Contractor must v	verify quantities				
Front midd Back right Hall - 3x10 Dining/Livi Master be Master clo 5965 Remove c	ing - 18x16 d - 14x16 iset - 6x9 CARPET AND PAD-REMOVE	k strips to a recycling center if available	7.00 ə. lf recyclir	RM ng is not p	ossible remove	<u>.550</u>
Trade: 23	Electric	<u></u>			<u></u>	(00
7560 Replace n	RECEPTACLE REPLACE	eceptacle and ivory or white cover plat	30.00 e.	EA		<u>600</u>
7583 Replace e white cove		GFCI DEVICE ite surfaced mounted ground fault circu	7.00 uit interrupt i	EA receptacle	e with ivory or	280
in both ba	throoms, garage, and kitchen		L	.ocation	Total:	6980
	andan daharakan kata kata kata kata kata kata kata					n ang ngangang kang ngangang ngang
		Unit Total for 3318 Westfie Address Grand T	otal for 33	18 Wes	stfield :	20,150 E5,1NC
		Bldder:	415	BERT	r HOM	ES,INC

Page 4 of 4

Pre-Bid Site Vis	sit: <u>1/26/2017</u>	Case Number:	5881			
Bidding Open Dat		Project Manager:	Bernard De	evelopmen	it, Inc.	
Bidding Close Da	TIATI	Phone:	(904) 529-5	5104		
Initia	al: <u>1/012</u>					
dress 3318 Westfield		Unle W	estbrook 5	881		
ation: 1 - Gener	al Requirements	Approx W	all SF, D		Celling/Floor, Sl	Fi 0
Spec # Spec			Quantity	Units	Unit Price	Total Price
de: <u>1</u> Gene	ral Requirements					
The undersigned contract	CTOR ACCEPTS SCOPE OF WOR ctor certifies that he/she has carefu = "Date Inspected" date of <u>1/26/1</u> WU. <u>2-13-17</u> Date	ully reviewed & agrees to pe				<u>N/A</u>
THERE ARE NO COSTS	S ASSOCIATED WITH THE SPEC DTIFICATION OF INFORMATION					
35 VERIFY QU	UANTITIES/MEASUREMENTS		1.00	GR	N/A	N/A
at a mandatory site inspe or Dwelling Unit (DU) are Housing Rehabilitation Sp	U) (e.g. SF of Drywall) are for the extion prior to bid submission. All extin prior to bid submission. All extin stated. Discrepancies in Qual pecialist prior to the submission of	contractor's convenience ar quantities stated in the Unit ntities found by the contract f a bid. Claims for additiona	s of Measure tor must be c	e Each (É. communic	A), Room (RM) ated to the	
(RM) or Dwelling Unit (DL at a mandatory site inspe or Dwelling Unit (DU) are Housing Rehabilitation Sp Quantities shall not be ho THERE ARE NO COSTS THIS IS A GENERAL NO	U) (e.g. SF of Drywall) are for the extion prior to bid submission. All deas stated. Discrepancies in Qual pecialist prior to the submission of prored if submitted after the bid sub ASSOCIATED WITH THE SPEC	contractor's convenience ar quantities stated in the Unit ntities found by the contract f a bid. Claims for additiona ubmission. CIFICATION. COSTS SHOU	s of Measure tor must be c al funds due JLD BE INCL WITH THIS F	e Each (É. communic to discrep LUDED IN PROJECT	A), Room (RM) ated to the bancies in I BASE BID.	বচব
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	1- General Reguirements	Approx. Wall SF: 0		Ceiling/Floor	\$F:{0,70
Spec #	Spec	Quantity	Units	Unit Price	Total Price
le: 1	General Requirements				
construction	n,zoning,environmental protection, energy efficiency, and w	vorker safety.			
85	CLOSE-IN INSPECTIONS REQUIRED	1.00	GR	N/A	N/A
frequently in	ency for inspection of all work that will be concealed from vi ncludes, but is not limited to footings, roof sheathing & flash ming & decking prior to installation of underlayment & floor	ning prior to installation of n	ew felt &	shinales, and	
THERE AR THIS IS A (E NO COSTS ASSOCIATED WITH THE SPECIFICATION GENERAL NOTIFICATION OF INFORMATION OR WORK	. Costs should be inc to be done with this	LUDED II PROJEC	N BASE BID. T	
90	1 YEAR GENERAL WARRANTY	1.00	DU	N/A	N/A
therefrom, v	shall remedy any defect due to faulty material or workmans which appear within one year from final inspection. Further, ers' and suppliers' written warranties covering items furnish	, contractor shall furnish ow	ner with a	all	
THERE ARI THIS IS A C	E NO COSTS ASSOCIATED WITH THE SPECIFICATION. BENERAL NOTIFICATION OF INFORMATION OR WORK	Costs should be inc to be done with this	LUDED II PROJECT	N BASE BID. Γ	
		Ĺ	ocation	Total: <u>3</u>	23
cation	2 Exterior	Approx Wall'SE 0		Celling/FlooriS	F: 0
Spec #	Spec	Quantity	Units	Unit Price	Total Price
de: 5	Demolition & Disposal				· · · ·
800					
debris using	DUMPSTER20 CUBIC YARDS ng all required permits, place a 20 cubic yard, roll-off dump dust control methods.	2.00 ster without damaging the s	EA site. Colle	452 ect construction	452
After procuri debris using de: 10	DUMPSTER20 CUBIC YARDS ng all required permits, place a 20 cubic yard, roll-off dump dust control methods. Carpentry			ect construction	452
After procuri debris using le: 10 2825	DUMPSTER20 CUBIC YARDS ng all required permits, place a 20 cubic yard, roll-off dump dust control methods. Carpentry GLASS REPLACESKYLIGHT	ester without damaging the s	site. Colle	ect construction	<u>452</u> <u>565</u>
After procuri debris using de: 10 2825 Dispose of b	DUMPSTER20 CUBIC YARDS ng all required permits, place a 20 cubic yard, roll-off dump dust control methods. Carpentry	ester without damaging the s	site. Colle	ect construction	
After procuri debris using de: 10 2825 Dispose of b	DUMPSTER20 CUBIC YARDS ng all required permits, place a 20 cubic yard, roll-off dump dust control methods. Carpentry GLASS REPLACESKYLIGHT roken or cracked skylight. Install fire rated, wire reinforced around new skylight and rotted decking.	ester without damaging the s 2.00 d glass and a silicone or pol	site. Colle SF yurethane	565 565 a bedding putty.	565
After procuri debris using de: 10 2825 Dispose of b Repair roof a 2940 Field measu	DUMPSTER20 CUBIC YARDS ng all required permits, place a 20 cubic yard, roll-off dump dust control methods. Carpentry GLASS REPLACESKYLIGHT roken or cracked skylight. Install fire rated, wire reinforced around new skylight and rotted decking. WINDOWALUMINIM FIXED SASH re, fabricate, and install a white, enameled aluminum, doubl	ester without damaging the s 2.00 d glass and a silicone or pol	site. Colle SF yurethane EA	565 bedding putty.	<u>565</u> 221
After procuri debris using le: 10 2825 Dispose of b Repair roof a 2940 Field measu	DUMPSTER20 CUBIC YARDS ng all required permits, place a 20 cubic yard, roll-off dump dust control methods. Carpentry GLASS REPLACESKYLIGHT roken or cracked skylight. Install fire rated, wire reinforced around new skylight and rotted decking. WINDOWALUMINIM FIXED SASH	ester without damaging the s 2.00 d glass and a silicone or pol	site. Colle SF yurethane EA	565 bedding putty.	<u>565</u> 221
After procuri debris using de: 10 2825 Dispose of b Repair roof a 2940 Field measur necessary pa	DUMPSTER20 CUBIC YARDS ng all required permits, place a 20 cubic yard, roll-off dump dust control methods. Carpentry GLASS REPLACESKYLIGHT roken or cracked skylight. Install fire rated, wire reinforced around new skylight and rotted decking. WINDOWALUMINIM FIXED SASH re, fabricate, and install a white, enameled aluminum, doubl	e glazed, thermal break, mo	site. Colle SF yurethane EA	565 bedding putty.	<u>565</u> 221
After procuri debris using de: 10 2825 Dispose of b Repair roof a 2940 Field measur necessary pa Location: wir 2950	DUMPSTER20 CUBIC YARDS ng all required permits, place a 20 cubic yard, roll-off dump dust control methods. Carpentry GLASS REPLACESKYLIGHT roken or cracked skylight. Install fire rated, wire reinforced around new skylight and rotted decking. WINDOWALUMINIM FIXED SASH re, fabricate, and install a white, enameled aluminum, doubl anning, caulk and trim. hdow adjacent to front door in entryway. Replace broken with WINDOWALUM SLIDER DBL. GLZ	e glazed, thermal break, mo	site. Colle SF yurethane EA	565 bedding putty.	<u>565</u> 221
After procuri debris using de: 10 2825 Dispose of b Repair roof a 2940 Field measur necessary pa Location: wir 2950	DUMPSTER20 CUBIC YARDS ng all required permits, place a 20 cubic yard, roll-off dump dust control methods. Carpentry GLASS REPLACESKYLIGHT roken or cracked skylight. Install fire rated, wire reinforced around new skylight and rotted decking. WINDOWALUMINIM FIXED SASH re, fabricate, and install a white, enameled aluminum, doubl anning, caulk and trim. bdow adjacent to front door in entryway. Replace broken with	2.00 2 glass and a silicone or pol 1.00 e glazed, thermal break, mo ndow.	SF SF yurethane EA oveable s	ect construction 565 a bedding putty. 221 ash including all	<u>565</u> 221
After procuri debris using de: 10 2825 Dispose of b Repair roof a 2940 Field measur necessary pa Location: wir 2950 Remove and de: 15	DUMPSTER20 CUBIC YARDS ng all required permits, place a 20 cubic yard, roll-off dump dust control methods. Carpentry GLASS REPLACESKYLIGHT roken or cracked skylight. Install fire rated, wire reinforced around new skylight and rotted decking. WINDOWALUMINIM FIXED SASH re, fabricate, and install a white, enameled aluminum, doubl anning, caulk and trim. ndow adjacent to front door in entryway. Replace broken with WINDOWALUM SLIDER DBL GLZ replace sliding glass door handle Roofing	2.00 d glass and a silicone or pol 1.00 e glazed, thermal break, m ndow. 1.00	SF yurethane eA oveable s	ect construction 565 a bedding putty. 221 ash including all 113	<u>565</u> 221 113
After procuri debris using de: 10 2825 Dispose of b Repair roof a 2940 Field measur necessary pa Location: wir 2950 Remove and de: 15 4580 Remove and sheathing pe all roof decking	DUMPSTER20 CUBIC YARDS ng all required permits, place a 20 cubic yard, roll-off dump dust control methods. Carpentry GLASS REPLACESKYLIGHT roken or cracked skylight. Install fire rated, wire reinforced around new skylight and rotted decking. WINDOWALUMINIM FIXED SASH re, fabricate, and install a white, enameled aluminum, doubl anning, caulk and trim. hdow adjacent to front door in entryway. Replace broken with WINDOWALUM SLIDER DBL GLZ replace sliding glass door handle	2.00 2.00 d glass and a silicone or pol 1.00 e glazed, thermal break, mo ndow. 1.00 28.00 de-legal dump. Replace up isting decking thickness. In ed fascia and soffit, with cor	SF yurethane EA oveable s EA SQ to 5 sf of	ect construction <u>565</u> a bedding putty. <u>221</u> ash including all <u>113</u> <u>8,193</u> damaged eners to re-pail	<u>565</u> 221

	Ceiling/Flo	AND AND AND AND AND
Units	Unit Pric	e Total Price
	ontractor.	
ruonny c	ontractor.	
	204	204
LF it will not	sag and reins	<u>204</u>
Location	1 Total:	9,748
	A. T. T. M. AMAY	
	Ceiling/Floc	1. 200 3 1. 200 (3. 201 7 1. 2
Units	Unit Price	e Total Price
		·····
SF	226	226
ure a cons	carefully fitting sistent and	9
netallation	is ready for	
m the stu	uds. The h is installed.	
iling finisi	h is installed.	
		<u>-</u>
SF	961	961
t drywall p	atch. Glue a	nd
dy for pai	nt.	
SF	249	249
ne Masi	k/cover all	• • • • • • • • • • • • • • • • • • • •
per the n	nanufacturer's	6
ocation	Total:	1,436
	Ceiling/Floor	SE 0
Units	Unit Price	Total Price
	565	565
RM		
RM		
RM	5,876	5,876
SF		a
SF	filler to create	ım
SF approved	with a minimu	
SF approved	filler to create with a minimu n openings.	
SF approved	with a minimu	0
SF approved	with a minimu	Mar
S S	enath	

		Approx Wall SF: 0	North and the Second	Ceiling/Floor	SF 0
Spec #	Spec	Quantity	Units	Unit Price	Total Price
de: <u>2</u> 0	Floor Coverings				
Approximat	te Measurements:: Contractor must verify quantities				
Front middl	- 14x16				
5965	CARPET AND PADREMOVE	7.00	RM	565	565
Remove ca to a code le	rpet, pad, metal edge strips and tack strips to a recycling center				
·					
le: 23	Electric	·	·		
7560	Electric RECEPTACLE REPLACE	30.00	EA	1,187	1,187
7560	Electric RECEPTACLE REPLACE reptacle with ivory or white duplex receptacle and ivory or white	cover plate.		<u> </u>	
7560 Replace rec 7583	Electric RECEPTACLE REPLACE septacle with ivory or white duplex receptacle and ivory or white REPLACE RECEPTACLE WITH GFCI DEVICE sting receptacle with an ivory or white surfaced mounted ground	cover plate. 7.00	EA	356	<u>1,187</u> 356
7560 Replace rec 7583 Replace exi white cover	Electric RECEPTACLE REPLACE septacle with ivory or white duplex receptacle and ivory or white REPLACE RECEPTACLE WITH GFCI DEVICE sting receptacle with an ivory or white surfaced mounted ground	cover plate. 7.00	EA	356	
7560 Replace rec 7583 Replace exi white cover	Electric RECEPTACLE REPLACE septacle with ivory or white duplex receptacle and ivory or white REPLACE RECEPTACLE WITH GFCI DEVICE sting receptacle with an ivory or white surfaced mounted ground plate.	cover plate. 7.00 d fault circuit interrupt re	EA	356 with ivory or	
7560 Replace rec 7583 Replace exi white cover	Electric RECEPTACLE REPLACE septacle with ivory or white duplex receptacle and ivory or white REPLACE RECEPTACLE WITH GFCI DEVICE sting receptacle with an ivory or white surfaced mounted ground plate. rooms, garage, and kitchen	cover plate. 7.00 d fault circuit interrupt re	EA eceptacle	356 with ivory or Fotal: 8	356
7560 Replace rec 7583 Replace exi white cover	Electric RECEPTACLE REPLACE septacle with ivory or white duplex receptacle and ivory or white REPLACE RECEPTACLE WITH GFCI DEVICE sting receptacle with an ivory or white surfaced mounted ground plate. rooms, garage, and kitchen Unit Total for 3318	cover plate. 7.00 d fault circuit interrupt re L	EA eceptacle ocation 1	356 with ivory or fotal: 8 5881: 2	356

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Pàgé 4 of 4

B						
	Bid Site Visit:	Case Number:	5881			
	ng Open Date: ng Close Date:	Project Manager:				
Diodai	Initial:	Phone:	·			
Idress: 3318			estbrock 5			
	·····					
cation: Spec #	1 - General Requirements Spec	Approx. Wa		11-16-	Ceiling/Floor SF	
 	General Requirements	<u>,</u>	Quantity	Units	Unit Price	Total Price
14	CONTRACTOR ACCEPTS SCOP		1.00		· · ·	
The undersig Write Up (W date each pa	ned contractor certifies that he/she	has carefully reviewed & agrees to pe of <u>1-26-17</u> & referred to as Exhi	orform the w	DU ork descril ontractor s	bed in this Work hall initial &	
		THE SPECIFICATION. COSTS SHOL DRMATION OR WORK TO BE DONE V				
35	VERIFY QUANTITIES/MEASURE	MENTS	1.00	GR		
at a mandato or Dwelling U	ry site inspection prior to bid submi init (DU) are as stated. Discrepanc	ission. All quantities stated in the Units cles in Quantities found by the contract	s of Measure or must be d	communica	ated to the	
Housing Reh Quantities sh THERE ARE	abilitation Specialist prior to the sut all not be honored if submitted afte NO COSTS ASSOCIATED WITH	bmission of a bid. Claims for additiona	I funds due	LUDED IN	ancies in BASE BID.	
Housing Reh Quantities sh THERE ARE	abilitation Specialist prior to the sut all not be honored if submitted afte NO COSTS ASSOCIATED WITH	bmission of a bid. Claims for additiona er the bid submission. THE SPECIFICATION. COSTS SHOU RMATION OR WORK TO BE DONE V	I funds due	LUDED IN	ancies in BASE BID.	
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Page 1 of 4

		Unit: Westbrook 5881					
ocation:	1 - General Requirements	Approx. Wall SF: 0		Ceiling/Floor (3F; 0		
Spec #	Spec	Quantity	Units	Unit Price	Total Pric		
rade: 1	General Requirements			· · · · · · · · · · · · · · · · · · ·			
construction	,zoning,environmental protection, energy efficienc	y, and worker safety.					
85	CLOSE-IN INSPECTIONS REQUIRED	1.00	GR				
frequently in	ncy for inspection of all work that will be concealed cludes, but is not limited to footings, roof sheathing ning & decking prior to instailation of underlaymen	9 & flashing prior to installation of n	his type o ew felt &	shinoles and			
THERE ARE THIS IS A G	E NO COSTS ASSOCIATED WITH THE SPECIFIC ENERAL NOTIFICATION OF INFORMATION OR	CATION. COSTS SHOULD BE INC WORK TO BE DONE WITH THIS	LUDED I PROJEC	N BASE BID. T			
90	1 YEAR GENERAL WARRANTY	1.00	DU				
therefrom, w	hall remedy any defect due to faulty material or wo hich appear within one year from final inspection. rs' and suppliers' written warranties covering items	Further, contractor shall furnish ow	ner with	- 1	_		
THERE ARE THIS IS A GI	NO COSTS ASSOCIATED WITH THE SPECIFIC ENERAL NOTIFICATION OF INFORMATION OR	ATION. COSTS SHOULD BE INC WORK TO BE DONE WITH THIS I	LUDED I PROJEC	N BASE BID. T			
		L	Location Total:				
ocation:	2 - Exterior	Approx, Wall SF: 0		Ceiling/Floor Sl	F: 0		
Spec #	Spec	Quantity	Units	Unit Price	Total Price		
ade: 5	Demolition & Disposal						
800 After procurin debris using o	DUMPSTER-20 CUBIC YARDS og all required permits, place a 20 cubic yard, roll-c dust control methods.	2.00 If dumpster without damaging the s	EA site. Coll	ect construction	<i>*50</i>		
ade: 10	Carpentry						
2825 Dispose of bro	GLASS REPLACESKYLIGHT oken or cracked skylight. Install fire rated, wire re	2.00 inforced glass and a silicone or pol	SF yurethan	e bedding putty.	\$3800		
Repair roof ar	round new skylight and rotted decking.				i		
2940 Field measure necessary par	WINDOW-ALUMINIM FIXED SASH e, fabricate, and install a white, enameled aluminur nning, caulk and trim.	1.00 m,double glazed, thermal break, mo	EA oveable s	ash including all	#60U		
Location: wind	dow adjacent to front door in entryway. Replace br	oken window.			· t		
	WINDOW-ALUM SLIDER DBL GLZ replace sliding glass door handle	1.00	ΕA		\$100		
de: 15	Roofing						
4580	TEAR OFF AND REROOFSHINGLES	28.00	sq		\$14 451		
Remove and o sheathing per all roof decking	dispose of all roofing & defective sheathing offsite, 100 sf of roof using pine board or plywood to mate g to meet current codes. Remove and replace all p coated, in homeowner's choice of color, or to ma	in a code-legal dump. Replace up hing existing decking thickness. In damaged fascia and soffit, with con	to 5 sf of stall fast	eners to re-nail	<u></u> `		

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dimensional shingles with a 30 yr warranty. Magnetically sweep for fasteners, and dispose of all debris from roof and yard.

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Address:	3318	Westfield		Unit: Westbroc	k 5881		
Location:		2 - Exterior		Approx. Wall SF: 0		Ceiling/Floor	SF: 0
Spec #		Spec		Quanti	ty Unit	s Unit Price	Total Price
Trade:	15	Roofing				<u> </u>	
Verify lo	ocal co	odes prior to starting work. Roofing requ	ires a separate per	rmit by a Florida license	ed roofing	contractor.	
Determi	ine re	ason for high decking at seams. Repair :	as needed.				ł.,
4723		VENTSOFFIT, CONTINUOUS		05.			sty hi
	exist	ing soffit on left side of home where exis	sting has dropped.	25.0 Re install ".I" channel 4		ot sad and reinstal	<u> </u>
soffit.			,				
						3	19 hm
					Locatio	on Total: _	$-1_i vu$
ocation:		3 - Bathroom // Hall		Approx. Wall SF: 0		Ceiling/Floor S	3F: 0
Spec #		Spec		Quantit	y Unite	s Unit Price	Total Price
rade:	16	Conservation	. <u></u>				
			· · · · · · · · · · · · · · · · · · ·				d
4920 After air		INSULATE CEILING, R-30 KRAFT FAC		150.0		<u> </u>	- MALDUC
Aner air	seallr	g (Spec # 16-4903) install 12" thick R-3	0 unfaced fiberglas	ss batts between the ce	eiling joist	s carefully fitting	•
the fiberg	glass	around obstructions such as wires, pipe	s ductwork and bu	ilding components to in	sure a co	nsistent and	
continuo	us R3	Orating. Staple flanges to the interior fa	aces of the studs.	Notify Owner when the	installatio	on is ready for	
inspectio	on. Th	e inspection will include spot checks for	quality, pulling so	me of the facing away i	from the s	tude The	
contracto	or will	reinstall areas accessed for inspection.	Insulation must be	a inspected before the	reilina fini	ish is installed	
		YLIGHT CHASE AFTER REPAIR			Senti A thu	SI IS INSLAILEU.	
noour		TEOTT CHASE AT TEN REFAIN					
rade: 1	7	Drywall & Plaster		·····-	·		
5210		DRYWALL-PATCHLARGE		150.0			\$1.00
Cut back	defea	tive gypsum to expose half of the studs	on each side of th	e hole. Cut and tightly	fit drywal	I patch. Glue and	
nan or so	new p	atch. Apply tape and 3 coats of compound	ind teathered out a	at least 8". Wet sand re	ady for p	aint.	
Includes	area I	up to skylight.					
rade: 1	9	Paint & Wallpaper			:		
5600		FEXTURESPRAY		150,00) SF		\$ 800
Remove	all loo	se and chipped paint, tape all seams an	d major cracks wit	h fiberglass mesh joint	tape. Ma	isk/cover all	
surfaces	not to	be textured to eliminate overspray. Spr	ay with a latex pai	nt based medium textu	re per the	manufacturers	
recomme	ended	procedure.					
							\$2 200
					Locatio	n Total:	Jore
ocation:	4	- Whole House		Approx, Wall SF: 0		Ceiling/Floor SI	F: 0
Spec #	s	pec		Quantity	Units	Unit Price	Total Price
ade: 1		General Requirements	·	······································			
						<u> </u>	5 NE-A
100 Move furn		URNITURE REMOVAL/REPLACEMEN allowance for flooring.	I .	. 5.00	RM		\underline{a}
		-					
ade: 20	<u> </u>	Floor Coverings		· · · · · · · · · · · · · · · · · · ·			
5956		ESILIENT VINYL PLANK FLOORINGI		1,136.00			N. 00
Secure ex	kisting	underlayment if present. Fill seams, ho	les and other defe	cts with a manufacture.	r approve	d filler to create a	
smooth su	urface	 Install resilient vinyl plank flooring, suc 	h as TrafficMAST	ER Allure, in 6" width x	36" lenati	h with a minimum	
3.8mm thi	icknes	is, and 4mil wear layer, per manufacture	r's recommendatio	ons. Install metal transi	tion strips	in openings.	
Owner's c	noice	of pattern and color.			-	-	

872/13/17

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Address: 331	8 Westfield	Unit: W	/estbrook £	881		
Location:	4 - Whole House	Approx. W	/all SF: 0		Ceiling/Floor SI	F: 0
Spec #	Spec	· · · · · · · · · · · · · · · · · · ·	Quantity	Units	Unit Price	Total Price
Trade: 20	Floor Coverings					
Approximat	e Measurements:: Contractor must verify o	uantities			•	
Front middle	- 14x16	·				
5965 Remove car to a code les 'rade: 23	CARPET AND PADREMOVE pet, pad, metal edge strips and tack strips gal dump. Electric	to a recycling center if available	7.00 e. If recycling	RM g is not p	ossible remove	<u>\$250</u>
7560 Replace rec	RECEPTACLE REPLACE eptacle with ivory or white duplex receptac	le and ivory or white cover plote	30.00	ΕA		\$680
7583	REPLACE RECEPTACLE WITH GFCI D sting receptacle with an ivory or white surfa	EVICE	7.00	EA ceptacle	with ivory or	\$700
In both bathr	ooms, garage, and kitchen					
			Lc	cation 1	otal:	3,880-
	U	nit Total for 3318 Westfield	d, Unit We	stbrook	5881:	
		Address Grand To	otal for 331	8 West	field :	31,680-
		Bidder:	=lemin	NT	sland H	one.

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87-2/13/17

Holly MacLean

From:	rnagy@american-coastal.com
Sent:	Monday, February 13, 2017 1:36 PM
То:	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 <u>rnagy@american-coastal.com</u> American Coastal Builders <u>www.american-coastal.com</u>/ 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.
- 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.

Diane Hutchings Committee Chair 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, April 18 3:00 PM

TO: Committee

DATE: 4/12/2017

FROM: Alan Altman

SUBJECT: Discussion regarding the County's curb side recycling program. (A. Altman)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

See attached memo and advantages and disadvantages comparision.

Action

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

Funding Source: Not Applicable

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

ATTACHMENTS:

Description

n memo

advan vs disadvan

REVIEWERS:

Department	Reviewer
Administrative and	

Date

Comments

Contractural Services	Thomas, Karen	Approved	4/12/2017 - 2:29 PM
County Manager	Kopelousos, Stephanie	Approved	4/13/2017 - 3:23 PM



CLAY COUNTY FLORIDA

Environmental Services Department

3545 Rosemary Hill Road Green Cove Springs, FL 32043-8562

Area Code:	904
Phone:	284-6374
	269-6374
Fax:	284-0345

County Manager

Stephanie C. Kopelousos

Commissioners: Mike Cella District 1

Wayne Bolla District 2

Diane Hutchings District 3

Gavin Rollins District 4

Gayward Hendry District 5

Switchboard:

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

www.claycountygov.com

MEMORANDUM

TO:	Finance and Audit Committee
FROM:	Alan Altman Environmental Services
SUBJECT:	Single Stream versus Dual Stream Recycling
DATE:	April 11, 2017

This is to provide an overview of the single stream versus dual stream recycling, and to outline advantages and disadvantages to each collection system. It addresses cost, contamination of recyclables and convenience to the user.

Clay County provides residential collection of recyclables through a dual stream source separated program using bins. Residents must separate their household recyclable materials into two streams by material type. One bin for rigid containers such as cans, jugs bottles etc. (commingle) and one bin for paper products such as newspaper, cardboard etc. (fiber). A single stream system does not require the resident to separate materials for collection. Most single stream programs utilize a large wheeled cart for collection.

At first glance, single stream seems simple with one main advantage, convenience. It is easier than sorting the paper items from the containers. While this convenience may lead to more participation, it can also significantly increase the amount of regular garbage put into recycling containers, which results in contamination. Even with today's latest technology, Material Recovery Facilities (MRF) cannot separate recyclables as well as if they had never been mixed from the beginning. Food residues from regular household garbage and glass which is separated into the commingle bin are the two largest contaminants of fiber material. Paper and cardboard is most affected by single stream recycling because the glass shards and food from un-rinsed containers contaminates paper products rendering them useless or reduced value as recyclable material. The rates of 'residuals', garbage and would be recyclables that end up in the landfill, are significantly higher with single stream recycling than for source separated material. Due to these and other factors, single stream is, ultimately, more expensive than dual stream.

Dual stream cannot match single stream's convenience for those who are not concerned with the end result of recycling. Dual Stream can result in a lower overall participation rate because of the added step of sorting. Dual stream collection also requires more time per stop and is therefore less efficient during collection. However, this added time is also an advantage as the collector is able to provide a level of quality control at the curb so that household garbage is not collected with the recyclables. Because the recyclables are kept separated in the truck and at the MRF, the containers and fiber are sorted independently. This also prevents the problem of glass and food contamination of fiber. Dual stream MRFs are better able to produce commodities that are more pure which leads to a higher market value when the material is sold. Residual rates are also low, 2% - 5% versus 25% or higher for single stream, thus more recycling is captured and kept out of landfills.

So, which is better? While single stream is more convenient, it is also more expensive. The community pays for the convenience. Source separation is less costly and boosts the quality of recyclables, yet it could have lower participation. There is no right way to recycle and no single system is a fit for every community. An expanded list of the advantages and disadvantages of each recycling collection system along with other items of note and estimated costs associated with implementing single stream in Clay County is attached.

Comparison Dual Stream and Single Stream

Advantages & Disadvantages

Dual Stream Recycling Collection (bins)						
Advantages	Disadvantages					
Lower implementation costs (bins & vehicles)	Potential for lower collection efficiency as manual					
	collection increases collection time per stop when					
	compared to automated collection systems					
Higher level of participant responsibility	May be regarded as less convenient by customers					
Greater quality control during collection	Difficult to control scavenging					
Less contamination potential for unsolicited items	Some potential to collect less materials by volume					
	resulting in lower diversion rate					
Higher recovery rates for recyclables, especially glass	Higher worker injury costs with manual collection					
Less cross contamination of recyclables						
Higher market revenues for higher quality recovered						
materials						
Lower processing costs						
Lower % of processing residue (garbage & unsorted						
recyclables)						
Reduced loss of materials to residue disposal and lower						
disposal costs for residuals						
Potential for lower net recycling system costs per						
household and per ton marketed						
Long 30+ year track record of successful recycling						
collection and processing system used worldwide						

Single Stream Recyc	ling Collection (carts)
Advantages	Disadvantages
Potential for increased program participation	Higher implementation and maintenance costs (carts & vehicles)
May be regarded as convenient by many customers	Reduces quality control during collection
Potential to collect more materials by volume	Increased contamination by unsolicited items
Potential to reduce scavenging and litter	Higher cross contamination
Single operator automated collection vehicles increase collection efficiency and lowers stop times	May produce lower quality materials that reduce market value, some end markets will not accept single stream
Reduced worker injury costs for automated collection	Higher processing costs
	Reduced glass recovery and lowered paper grade
	Higher % processing residue and garbage
	Increased loss of materials to residue disposal and disposal costs for residuals
	Potential for higher net recycling program costs per household and per ton marketed
	Mixed track record in North America, system not used in Europe
	Only one single-stream processor in North Florida
	Cart issues for Residents: -Space constraint (HOAs may require to keep indoors) -Large cart may be hard to handle -Some will prefer to keep bins and may refuse cart
	Cart Issues for County: -Offer residents 1, 2 or 3 cart sizes (35gl, 65gl, 95gl) -Negotiate amendment to collection contract -Cart purchase, ownership & maintenance -Larger automated vehicles cannot access many roads requiring use of manual cart tippers (less productivity than current system - more time per stop)

Other items of note:

- Single stream pushed by solid waste hauling companies, not recycling processors
- Case studies prove major flaws with single-stream recycling
- Convenience is the greatest advantage of single-stream convenience that significantly increases the amount of refuse residents put in recycling bins
- What single stream gains in volume is sacrificed in loss of quality. Approximately 25% of what is picked up ends up going to the landfill vs 2-5% for dual stream
- Municipality must spend money on carts to realize significant collection savings at curb.(est. \$3.8 mil)
- Savings on collection may be wiped out by the lower value for contaminated materials. Fiber contaminated with glass is an ongoing problem for paper mills. Many single stream programs ban glass
- China's 'Green Fence' increased quality standards for exported materials. Some single stream MRFs shut their doors when they could not meet the standards
- Paper mills in process of creating new grades for material from single-stream plants. While single stream fiber is already less marketable, these new grades will also be lower in value than the higher quality material grades from dual-stream MRFs
- Can achieve recycling goals more cheaply with a volume based or pay as you throw (PAYT) garbage collection system and/or by alternating fiber and container collection every other week
- Must be willing to spend time & money annually for ongoing public education in regards to quality issues.
- Single stream is simply not for everyone. It will be beneficial in some places and not in others.
 - A number of communities have steered clear of single stream (Palm Beach County, FL; Alachua County, FL; Kalamazoo, MI; Portland, OR; Roseville, MN; University of Colorado-Boulder; Ottawa, Canada; London, Ontario; North Shore, British Columbia). Others who tried it have eliminated glass due to quality issues (Houston, TX; Decatur, GA; Kansas City, MO; Knoxville, TN; Sioux City, IA; Summit County, CO; Rock Island and Moline, IL) or landfill the glass (Chattanooga, TN). Auburn, Maine switched back to source separated recycling after trying single stream.

Estimated costs:

\$4.2 million – Recycling carts (64,000 homes) plus ongoing purchase, repair and delivery costs

\$3.9 million – ASL collection vehicles (11)

\$50,000 -\$75,000 annually – Public Education Campaign (ongoing to deal with quality issues)

Estimated (\$260,000) loss in recycling revenues for fiber & OCC (If receive \$20/ton single-stream vs higher fiber prices) Anticipated additional per ton processing cost at MRF (can exceed revenues in down commodity markets)



Agenda Item Clay County Board of County Commissioners

> Clay County Administration Building Tuesday, April 18 3:00 PM

TO: Finance and Audit Committee

DATE: 4/7/2017

FROM: Administrative and Contractual Services

SUBJECT: Approval of the first amendment to Agreement #2014/15-155 with PUSH Media, LLC, regarding the amendment of the bus bench siting locations, with no other change to the terms and conditions of the Agreement. Funding Source: Not Applicable (H. Coyle)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This Amendment provides a revision to the existing bus bench locations exhibit. The term of the Agreement remains August 11, 2015 through September 30, 2025.

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

Funding Source: Not Applicable

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

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

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

□ First Amendment to Agreement #2014/15-155, Bus Bench Sitings

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	e Thomas, Karen	Approved	4/12/2017 - 12:12 PM	
County Manager	Kopelousos, Stephanie	Approved	4/13/2017 - 3:23 PN	1

				AC	GREEMENT/CONTRACT REVIEW FORM	MEETING DATE BCC FIN 4-18-17	
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DATE			Marc	h 24 2	017	RECENT	
				rch 24, 2017 RECEIVE			
Department Subi				nomic and Development Services MAR 3 1 2017			
Vendor Name:	initiang cont			I Media			
Contract Title:			1.000.000.000		Iment to Agreement Contract 2014/15-155	Clay County Attorney's Of	
					iiting Agreement	sug rationey s Off	
					(TO BE COMPLETED BY DEPARTMENT)		
1. New Contrac	ct		Y	(N)	9. Contract Amount (*Detail negotiation efforts below) N/A		
2. Renewal/Am	nend. Supple		(Y)	N	10. Last Year's Price (*If increase explain below) N/A		
3. Sole Source	**(explain b	elow)	Y**	(N)	11. Date of Original Contract – August 11, 2015		
4. Quotes/bid p	oolicy met		Υ	(N/A)	12. Number of Renewals – None		
5. Need to waiv	ve bid policy	-	Υ	(N)	13. Length of Term – August 11, 2015 to September 30, 2025		
6. Automatic re	enewal		n/a	N			
7. Standard Add	dendum Exe	cuted	Y	(N)	Requested Action: Approval to amend Exhibit A, Approved E	Bus Bench Locations	
8. Advance Pay	ment Requir	red	Y	(N)			
Fundin	g Source				TO APPENTE BUS BOALH INC	and a	
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* All comments have been addressed. If

In Re: Clay County Agreement/Contract No. 2014/15-155

First Amendment to Agreement/Contract #2014/15-155 Bus Bench Siting Agreement [Push Media, L.L.C.]

This First Amendment to Agreement/Contract 2014/15-155 (this Instrument) is made and entered into by and between Clay County, a political subdivision of the State of Florida (the County), and Push Media, L.L.C. a qualified private supplier of bus benches within the meaning of the Statute, as of the _____ day of ______, 2017.

Recitals

WHEREAS, the parties have heretofore entered into that certain Agreement/Contract dated as of the 11th day of August, 2015, and designated by the County as Agreement/Contract No. 2014/15-155 (the Agreement); and,

WHEREAS, the parties desire to amend Exhibit A of the Agreement to add additional locations to the list of approved bus benches.

WHEREAS, the County's Standard Addendum to all Contracts and Agreements and the Scrutinized Companies Certification are attached hereto and by reference its terms incorporated herein.

IN CONSIDERATION OF the foregoing Recitals, the mutual covenants and promises herein set forth, and for other good and valuable consideration, including the sum of ten dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties hereby agree as follows:

1. Effective as of the first day of the calendar month following the date first above-written (_______, 2017), the document attached to this Instrument as Exhibit A shall be substituted for the current Exhibit A to Clay County Agreement/Contract 2014/15-155.

2. The Recitals set forth hereinabove form an integral part of this Instrument. When construing this Instrument, 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 Instrument.

3. Except as amended pursuant to paragraph 1 of this Instrument, the Agreement remains in full force and effect in accordance with its terms.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to have been executed on its behalf by the proper officers thereof as of the day and year first above-written.

County:

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

By: _____ Wayne Bolla Its Chairman

Attest:

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

Push Media:

Push Media, L.L.C., a Florida limited liability company

Exhibit A [Approved Bus Bench Locations]

County	Push Media ID	Location	Cross Street/Business
Application ID		Wells Road	New Balance Shoe Store
2015000001	CC-1015		St. Johns River State College
2015000002	CC-1007	College Drive	
2015000003	CC-1014	Kingsley Avenue	Orange Park Medical Center
2015000004	CC-1008	College Drive	Kangaroo Convenience Store at Old Jennings
2015000005	CC-1010	Town Center Boulevard	Worksource
2015000006	CC-1016	Blanding Boulevard	Winn Dixie at Edson Street
2015000007	CC-1023	Town Center Boulevard	Winn Dixie
2015000008	CC-1001	Blanding Boulevard	Academy Sports at Bolton Road
2015000009	CC-1006	County Road 218	Winn Dixie
2015000011	CC-1022	County Road 220	Whitey's Fish Camp
2015000012	CC-1019	Blanding Boulevard	Blanding Square at Jefferson
1010000011			Avenue
2015000013	CC-1004	Blanding Boulevard	Walgreens at Oak Lane
2015000014	CC-1002	Blanding Boulevard	Walmart
2015000015	CC-1018	Blanding Boulevard	Advance Auto Parts at Madison
2010000010		5	Avenue
2015000016	CC-1021	County Road 220	Paul Armstrong Park
2015000017	CC-1009	County Road 220	Walmart Neighborhood Market
2015000018	CC-1020	Blanding Boulevard	Taco Bell at Polk Avenue
2015000019	CC-1017	Blanding Boulevard	Fortis College at Twelve Oaks
2010000019			Drive
2015000020	CC-1000	Blanding Boulevard	Old Time Pottery at Loch Rane
2010000020			Boulevard
2015000021	CC-1003	Blanding Boulevard	Winn Dixie at Knight Boxx
2010000021	001000		Road
2015000023	CC-1012	State Road 16	Pier Station Road
2015000025	CC-1012	Wells Road	Chick-Fil-A
2015000025	CC-1025	Blanding Boulevard	Auto Zone at Parsonage Street
2015000025	CC-1027	Wells Road	Yamaha Marine Center at
201000020	001027		Corporate Way
2015000027	CC-1026	Blanding Boulevard	Wells Fargo at Palmetto Street

Push Media ID	Location	Cross-Street	Route
CC-16-1002	Blanding Blvd	Arora Blvd	Red Line
CC-16-1004	Blanding Blvd	Edson Dr	Red Line
CC-16-1006	Blanding Blvd	Blairmore Blvd W	Red Line
CC-16-1007	Blanding Blvd	Blairmore Blvd E	Red Line
CC-16-1008	Blanding Blvd	Spencer Rd	Red Line
<u>CC-16-1011</u>	Blanding Blvd	Belmont Blvd	Red Line
CC-16-1012	Blanding Blvd	Suzanne Ave	Red Line
CC-16-1013	Blanding Blvd	Suzanne Ave	Red Line
CC-16-1014	Blanding Blvd	Constitution Dr	Red Line
CC-16-1016	Blanding Blvd	Constitution Dr	Red Line
<u>CC-16-1018</u>	Blanding Blvd	Foxridge Rd	Red Line
CC-16-1021	Blanding Blvd	Camp Francis Johnson Rd	Red Line
CC-16-1022	Blanding Blvd	Camp Francis Johnson Rd	Red Line
<u>CC-16-1023</u>	Blanding Blvd	Ridgecrest Ave	Red Line
CC-1 <u>6-1024</u>	Blanding Blvd	Londonderry Dr	Red Line
CC-16-1026	Blanding Blvd	Jefferson Ave	Red Line
<u>CC-16-1036</u>	Blanding Blvd	Tanglewood Blvd	Red Line
CC-16-1046	Blanding Blvd	Old Jennings Rd	Red Line
CC-16-1047	Blanding Blvd	Henley Rd	Red Line
CC-16-1051	Blanding Blvd	Palmetto Ave	Red Line
CC-16-1106	Wells Rd	Debarry Ave	Orange Line
CC-16-1107	Wells Rd	Debarry Ave	Orange Line
CC-16-1108	Wells Rd	Crossing Blvd	Orange Line
CC-16-1109	Wells Rd	Crossing Blvd	Orange Line
CC-16-1111	Wells Rd	Corporate Way	Orange Line
CC-16-1201	College Dr	Peoria Rd	Purple Line
CC-16-1202	College Dr	Peoria Rd	Purple Line
CC-16-1203	College Dr	Jefferson Ave	Purple Line
CC-16-1204	College Dr	Jefferson Ave	Purple Line
CC-16-1301	Doctors Inlet Rd	Plantation Dr	Green Line
CC-16-1305	Doctors Inlet Rd	Hutchinson Rd	Purple Line
CC-16-1307	Doctors Inlet Rd	Southlake Dr	Green Line
CC-16-1308	Doctors Inlet	Heritage Farms Blvd	Green Line
CC-16-1309	Doctors Inlet	Heritage Farms Blvd	Green Line
<u>CC-16-1501</u>	Town Center Blvd	Town Center Blvd	Green Line
CC-16-1502	Town Center Blvd	East West Pkwy	Green Line
CC-16-1510	Town Center Blvd	Village Square Pkwy	Green Line
<u>CC-16-1515</u>	Village Square Pkwy	Chubby Wings	Green Line
<u>CC-16-1616</u>	<u>CR 218</u>	Masters Rd	Purple Line
<u>CC-16-1720</u>	<u>Hwy 16</u>	Everington Rd	Green Line
<u>CC-16-1800</u>	<u>Hwy 17</u>	Heath Rd	Green Line
<u>CC-16-1801</u>	<u>Hwy 17</u>	Heath Rd	Green Line
<u>CC-16-1805</u>	<u>Hwy 17</u>	Mahama Bluff Rd	Blue Line
<u>CC-16-2001</u>	Branan Field Rd	Home Depot	Red Line
<u>CC-16-2300</u>	<u>Hwy 100</u>	Hebron Ave	Teal Line

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 <u>only</u> 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 <u>not</u> 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, <u>Ann.Mitchell@claycountygov.com</u>, 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

County:

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

By: ___

Wayne Bolla Its Chairman

Contractor Name: Push Media LLC

(Corporate Seal)

Ву:_____

Printed Name:

Title:_____

\legal\contract\standardaddendum\2016\061416 standard addendum-[general]-4b

Scrutinized Companies Certification

[Clay County: Bus Bench Siting Agreement] INSERT PROJECT NAME

Name of Company:¹ Push Media, LLC

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

Insert Name of Company:

<u>Pusł</u>	n Media LLC	 _
Ву:	, ·	
 Its		

(Seal)

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



Agenda Item Clay County Board of County Commissioners

> Clay County Administration Building Tuesday, April 18 3:00 PM

TO: Finance and Audit Committee

DATE: 4/4/2017

FROM: Administrative and Contractual Services

SUBJECT: Approval of Add-On #7 to Agreement #96/97-106 and advance payment with SunGard Public Sector, for support of FinancePlus and adding the Personnel Budgeting Module, for a period ending September 30, 2019, at the cost of \$27,765.00 for the first year, then the prevailing rate will take effect. Funding Sources: 001-0107-546100, 549300 & 552700 (General Fund - MIS - Repairs & Maintenance, Training & Certification & Computer Software) (T. Nagle)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The purpose of this item is to upgrade to SunGard 5.1 and add the personnel budgeting module. The Board previously approved Sungard as a sole source for maintenance and upgrades to the Finance System.

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

Funding Sources: General Fund / MIS

 Account # 001-0107-546100 Amount - \$16,205.00
 Repairs & Maintenance

 Account # 001-0107-549300 Amount - \$7,680.00
 Training & Certification

 Account # 001-0107-552700 Amount - \$3,880.00
 Computer Software

Advanced Payment

Sole Source (Yes\No):(Yes\No):YesYes

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

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- SunGard Add-On #7 Agreement
- SunGard Sole Source Documentation

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	e Thomas, Karen	Approved	4/5/2017 - 12:13 PM	
County Manager	Kopelousos, Stephanie	Approved	4/6/2017 - 1:04 PM	

IN RE: # 96/97-106 AD7

	AGREEMENT/CONTRACT REVIEW FORM						
	DON	IOT P	LACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED	1 10 10 10			
DATE:	03/15	5/201	7				
Staff Member Preparing Form:	-	urdiv	ant/ T. Nagle				
Department Submitting Contract:	MIS						
Vendor Name:	Sunga	ard P	ublic Sector				
Contract Title:	Add C	On to	Provide Support				
	SUM	MAR	Y (TO BE COMPLETED BY DEPARTMENT)				
1. New Contract	Y	N	9. Contract Amount (*Detail negotiation efforts below): \$27,76	55.00			
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: 1996				
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: 1 YEAR				
6. Automatic renewal	n/a	N					
7. Standard Addendum Executed	Y	N	Requested Action: Agreement #96/97-106 Add On #7				
8. Advance Payment Required	Y	N					
Funding Source Account Number:	Back	grour	nd/Purpose <u>: Upgrade to Sungard 5.1 and addition of personnel b</u>	oudgeting module			
001-0107-546100 001-0107-549300 001-0107-552700							
Account Name: General Fund MIS REPAIR AND MAINTENANCE TRAINING	\$525.00 + \$11,200.00 + \$4,480.00= \$16,205.00 \$7,040.00 + \$640.00= \$7680.00						
COMPUTER SOFTWARE	\$3,630.00 + \$250.00= \$3,880.00						

Approvals

- 1

Purchasing:	No Changes	With Changes	Recommended Changes: Received 3-16-17 FReturned to
Review Date:	0K 4-4-17	Changes	MISTas the staff review comments have not been addressed or it so, seview staff have not been
Budget:	No Changes	With Changes	advised of the results. Also, are the last & pases t
Review Date:			Driginal Review sheet has been re-attached and.
Finance:	No Changes	With Changes	
Review Date:			*Price Negotiation Efforts:
County Attorney:	Changes	With Changes	JRC AY
** Sole Source Ex	xplanation:		MAR IS
FORM REVISED: 0	06/20/2016		* All comments have been addressed up OF J

				A	GREEMENT/CONTRACT REVIEW FORM	MEETING DATE		
		i.	DO N	DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED				
DATE:			01/10	/201	7			
Staff Member Pre	naring Form				ant/T. Nagle			
Department Subm			MIS	liuiva				
Vendor Name:	intering contra			rd Pi	Iblic Sector			
Contract Title:					provide support			
			i uu u					
			SUM	MARY	(TO BE COMPLETED BY DEPARTMENT)			
1. New Contract	•		Y	ND	9. Contract Amount (*Detail negotiation efforts below):20,870	00		
2. Renewal/Ame		ment	Ø	N	10. Last Year's Price (*If increase explain below)N/A	.00		
3. Sole Source *	and other states in the state of the state o		Y**	N	11. Date of Original Contract:1996			
4. Quotes/bid po			AD	(F)	12. Number of Renewals: N/A			
5. Need to waive			YC	N	13. Length of Term: 1 YEAR, 2000 Stater 2			
6. Automatic ren			n/a (N	strat a	×1.2		
7. Standard Add		uted (N	Requested Action: Agreement #96/97-106 Add- On #7			
8. Advance Payn			(7)	N				
Funding Source Background/Purpose: Upgrade to Sungard 5.1 001-0107-546100 001-0107-549300								
Account Name: REPAIR & MAINTE TRAINING	NANCE	-	\$9100 \$7,04		4,480.00+250.00 = 13,830.00	that was specifically For ADG		
Approvals			TAND	ALD	NUMERICO SCIENCE ADDINGT			
Purchasing:	No Changes	With Chang	a05	Reco	Attricture to ENST ADALOND LAND pommended Changes: The previously executed Standard Addend to Add-on B; it did not modify previous add-ons or original Agreement documents & providing verbinge of the same within this Add-on	Would recommend atta		
Review Date:	changes	Chang	ges	both	documents providing re-binge of the same within this Add-On .	EPlease provide Sole		
01-17-17		-		Source 3:sh	e do cumentation. What is the \$11,200.00 on page 3 of 4) ouldo't these extended terms be subject to written approval of both	For? * Page 3 of 4 pa		
				Para	4 refers to automatic renewals and at the then-prevailing ra	tec De verdet		
Budget:	No	With		agree	to an unknown * Pag 4 of 4 para refers to travel \$1.	Vine expenses being		
SIC	Changes	Chan	ges	gover	ned by SunGard's Public Sector Corporate Travel's Fro	erse Reimbursement		
Review Date:				Polic the A	ned by SunGard's Public Sector Corporate Travel' Exp y; Is this acceptable ?* Shouldn't an area for vendor e greement?	xecution be provided.		
Finance:	No	With						
Review Date:	Changes	Chan	ges	*Pri	ce Negotiation Efforts:	PL		
-1/18/n	Y					URC		
		a contract of the second se				the second se		
County Attorney:	No Changes	With Chang	es	(Transe up usually a atche AZE	UAN BEC		
County Attorney: FM Review Date: 7	No Changes	With Chang	es	>(igree - we usually pay at state 2	SING 13		
Attorney:			es			- ICA		
Attorney:	Changes	Chang	2		Daris comments, This	CEIVED		
Attorney:	Changes	Chang	2))		CEIVED SING DIVIS		

CONTRACT/AGREEMENT # 96/97-106 Add On #7

This Contract For upgrading FinancePlus and adding the Personnel Budgeting Module onto FinancePlus 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 SunGard Public Sector (hereinafter referred to as the "Contractor") a Florida Corporation, with a place of business at 1000 Business Center Dr. Lake Mary, FL 32746

RECITALS

WHEREAS, the parties have previously entered into a Contract for the licensing, maintenance, and support of FinancePlus software as described in Agreement/ Contract # 96/97-106; and

WHEREAS, the County has continued to pay for maintenance on FinancePlus via purchase order; and

WHEREAS, the County wishes to enter into this service agreement, adding the Personnel Budgeting Module and the upgrade to the latest version from SunGard; and

WHEREAS, the Contractor's Quote and Statement of Work is attached hereto and made part hereof as Exhibit A; and

WHEREAS, Clay County's Standard Addendum to all Contracts and Agreements and the Scrutinized Companies Certification are both attached hereto and made part hereof as Composite Exhibit B; and

NOW THEREFORE, the parties agree as follows:

- 1. This Contract shall begin upon execution of both parties whichever is later, and shall end September 30, 2019 unless terminated earlier by either party hereto.
- 2. The total price for the licensing, maintenance and support of FinancePlus and the addition of the Personnel Budgeting Module will be 27,765 in year one as described in Exhibit A.

WITNESETH

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

SunGard Public Sector 1000 Business Center Drive Lake Mary, FL 32746

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

By: _____

By: ______ Wayne Bolla, Chairman

Date _____

(PRINT NAME)

Date: _____

ATTEST FOR CLAY COUNTY:

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

2

SUNGARD[®] PUBLIC SECTOR

Add-On Quote

Quote Prepared By:			Que	ote Prepare	d For:				
Chris McAtee 1000 Business Center Drive Lake Mary, FL 32746	Clay	Troy Nagle, MIS Manager \ 911 Coordinator Clay County Board of Commissioners 1 Doctors Drive							
Phone: (800) 727-8088 Fax: (407) 304-3301 Email: chris.mcatee@sungardps.com				en Cove Sp 4) 278-3771	rings, FL 320	43			
Quote Date Valid Q-00024552 01/06/2017 03/3	Until 31/2017								
License Fees									
Product Code Product Name GFPPBS PLUS Personnel Budgeting					Quantity		Ext Price 3,630.00	Mai	ntenance 630.02
					Totals:		\$3,630.00		\$630.02
Third Party License Fees									
Product Code Product Name BICOREMDSPUP BI Analytics PLUS Multi-Data S	Source Ling	ado			Quantity 1.00		Ext Price	Main	tenance
OPTIO-TRANS Optio ECI Transfer	source opgi	aue			1.00		250.00		-
					Totals:		\$250.00		-
Professional Services PLUS									
Product Code Product Name GFPPBS PLUS Personnel Budgeting	Ext Price:	Proj Mgmt -	Installation 525.00	Tech Svcs -	Training 640.00	Impl Svcs -	Consulting Devel	lopment ⁻	Total Services 1,165.00
Services	Totals:	-	\$525.00	-	\$640.00	-	-	-	\$1,165.00
Product Code Product Name		Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting Devel	lopment -	Total Services
BICOREMDSP-S BI Analytics PLUS Multi-Data Source-Services	Ext Price:	-	2,100.00	-	3,200.00	-		-	5,300.00
PS-ETR End User Training PS-IN Installation	Ext Price: Ext Price:	-	9,100.00	-	3,840.00	-	-	-	3,840.00 9,100.00
PS-PM Project Management	Ext Price:	4,480.00	5,100.00	-	-	-	-	-	4,480.00
kol z rekedendeten totokol ≢laketendeten kaj si Z distandeten kaj	Totals:		\$11,200.00	-	\$7,040.00	-	-	-	\$22,720.00
Product & Services									

\$3,630.00	License Fees:
\$23,885.00	Professional Services:
\$250.00	Third Party License Fees:
\$27,765.00	Subtotal:

Discounts Product & Services Totals

Net License Fees:	\$3,630.00
Net Professional Services:	\$23,885.00
Net Third Party License Fees:	\$250.00
Total:	\$27,765.00
Maintenance:	\$630.00

Product Notes

BICOREMDSPUP: This quote acknowledges the upgrade from Cognos 8 to Cognos 10, upgrade performed by SunGard Public Sector. Services are required and will apply under BI Analytics PLUS Multi-Data Source-Services (BICOREMDSP-S). Support will continue on current support term and will be referenced as: 1 BICOREMDS -Analytic Administrator license, includes unlimited Analytic Users.

Comments:

ALL SERVICES TO BE PROVIDED REMOTELY

This document outlines the suggested training and implementation plan for migrating the Clay County Board of Commissioners to our FinancePLUS 5.1 products. The projected conversion and training costs are estimates based on our current knowledge of your needs.

FinancePLUS Applications Currently Under Maintenance:

Fund Accounting Fixed Assets Human Resources Position Control Workflow FL State Reporting

FinancePLUS Training:

We recommend a total of 3 days of training to be conducted via WebEx to cover new features and navigation changes for the FinancePLUS products currently under maintenance. A detailed training agenda regarding what will be covered during the training will be provided by your trainer.

Total Suggested FinancePLUS 5.1 Training Days= 3 days @ \$ 1,280/day webex

\$3,840

Total Suggested Cognos 10 BI Training Days= 2.5 days @ \$ 1,280/day webex

SunGard Public Sector

\$3,200 Total Suggested 5.1 Personnel Budgeting Training Day= 1/2 day @ \$ 1,280/day webex

\$640.

Training days are based upon an eight hour day, which includes setup time.

Any training required beyond those days indicated above will be performed at the then standard per diem or hourly training rate. Modifications:

Software modifications defined during the implementation will be proposed and authorized using our standard custom programming process and are not included in this cost.

Installation:

Remote installation and configuration support for the following applications on a SQL server to meet the 5.1 specification provided. Line printers are not supported.

FinancePLUS 5.1 FOURJS Genero Open Source MKST Toolkit OPTIO ECI Cognos 10 BI Personnel Budgeting 5.1 \$11.725

Project Management: Management of all aspects of the migration process, including installation, conversions, modifications, and training.

\$4,480

ALL SERVICES TO BE PROVIDED REMOTELY

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Project Management Fees will be invoiced as one combined fee. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

DocuSign Envelope ID: 82403494-F666-40F6-B8BE-84AD8FB7E7CB

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Agreement and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then prevailing rate. Except for the second term of support for which SunGard Public Sector is committed.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in--addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

DocuSign Envelope ID: 82403494-F666-40F6-B8BE-84AD8FB7E7CB

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Clay County	Board of	Commissioners
-------------	-----------------	---------------

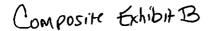
Authorized Signature:	Date:	Printed Name:

Ramundsen Public Sector, LLC as successors in interest to SunGard Public Sector LLC

Authorized Signature:

Date: 3/27/2017

Printed Name: Tom Amburgey



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 <u>only</u> 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 <u>not</u> 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, <u>Ann.Mitchell@claycountygov.com</u>, 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.

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:

SUNGARD PUBLIC SECTOR

By:_____

Printed Name:_____

Title:_____

\legal\contract\standardaddendum\2016\061416 standard addendum-[general]-4b

Composite Exhibit B

Scrutinized Companies Certification

[Clay County: SUNGARD PUBLIC SECTOR INSERT PROJECT NAME

Name of Company:¹ SUNGARD PUBLIC SECTOR

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: SUNGARD PUBLIC SECTOR

(Seal)

By:	
~	

_1

Its _____

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

CLAY COUNTY, FLORIDA

Sole Source Justification

Vendor: SunGard Public Sector (Pentamation)

Commodity: Maintenance and Support

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

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).

- SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER. 1. THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufactures's written certification that no regional distributors coist. Item no. 4 also must be completed.)
- 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.)
- THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- 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.)
- THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR 6. · 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.

DEPARTMENT

DIVISION

DATE

MAGER

(PURCHASING USE ONLY)	SOLE SOURCE AUTHORIZATION
APPROVED BY: BCC 2-9-1	0 DATE:
DISAPPROVED BY:	DATE:
REASON:	



CLAY COUNTY FLORIDA

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

Атег Code: 904 Phone: 278-3761 529-3751 Fax: 278-3728

County Manager Fritz A. Behring

Commissioners: Wendelf D. Davis, Chairman District 1 Douglas P. Conkey District 2 W. Travis Cummings District 3 T. Chareese Stawart District 4 Ronnie E. Robinson District 5

Switchboard:

GCS	(904) 284-5300
KH	(352) 473-3711
KL	(904) 533-2111
OP/M5G	(904) 269-6300

www.claycountygov.com

Thursday, February 04, 2010

MEMORANDUM

TO:	Fritz A. Behring,	
	County Manager	

FROM: Karen Thomas, Purchasing Manager

SUBJECT: BCC Agenda 02/09/10 Meeting

Please place the following item on the above referenced meeting agenda:

Request approval of SunGard Public Sector (Pentamation) as a sole source provider for all routine maintenance and support to the County's Financial, HR, Community, Public Service, and any future applications. Funding Source: Various.

Approval (pending review) of Renewal Addendum and Amendment to Agreement #06/07-28 with Diversified Ambulance Billing, Inc. for the purpose of extending the agreement to April 30, 2010. The ambulance billing services have been re-bid and this four-month extension will cover service until such time as the bid award can be reviewed and put in place, Funding Source: 001-0201-534600

Approval of a Resolution supporting bills to identify the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections and the Clerk of the Circuit Court as the legislative body of their respective employees and not the Board of County Commissioners. I lespecuye employees and

•:

Approval of 2010 Census Resolution

18 13 Approval of SunGard Public Sector (Pentamation) as a sole source provider for all routine maintenance and support to the County's Financial, HR, Community, Public Service, and any future applications. Funding Source: Various

Finance Department

The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), FI Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues: "

Budget/Finance Committee Report of February 1, 2010. (Comm. Davis)

Policy, Rules and Human Services Committee of February 1, 2010 (Comm. Davis

OLD BUSINESS

13.

14.

3

3

18. Discussion on Numeric Nutrient Resolution .

NEW BUSINESS

19.

20.

21.

22:

٠.

VESS Reappointment of Mary Cooperman, Lisa Daniels, Ralph Puckhaber, Rick Bebout, Carol O'Donoghue, and Jim Ryan to the Affordable Housing Advisory Committee. Robert L. Parks, P.E., District Production Engineer, FDOT, Re: St. Johns River Crossing

Update . · ··

Discussion Regarding Changes to the Sign Code Relating to Educational Facility Signs Discussion on Code Enforcement Lien Reductions and Safety Issues (Tanya George)

MANAGER/CLERK OF THE BOARD - No Business

COUNTY ATTORNEY - No Business

ETTERS FOR ACTION - No Letters

TTERS/DOC



Agenda Item Clay County Board of County Commissioners

> Clay County Administration Building Tuesday, April 18 3:00 PM

TO: Finance and Audit Committee

DATE: 4/5/2017

FROM: Admniistrative and Contractual Services

SUBJECT: Approval of the Development Agreement with Old Jennings Estates Investment, Inc., regarding the Linda Lakes Subdivision, for a period of two years at no cost to the County. Funding Source: Not Applicable (D. Smith)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The developer has completed the Linda Lakes Subdivision and opted to construct the roadways with a 1" thick wearing course. Prior to final approval, the developer will construct a secondary 1" course for final completion. This work will be done prior to the expiration of the two year warranty.

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):Advanced Payment
(Yes\No):NoNo

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

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

Development Agreement-Linda Lakes Subdivision

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	e Thomas, Karen	Approved	4/5/2017 - 12:15 PM	
County Manager	Kopelousos, Stephanie	Approved	4/6/2017 - 1:00 PM	

DEOFIVED	-	_			
RECEIVED		AC	GREEMENT/CONTRACT REVIEW FORM	MEETING DATE	
MAR 1 7 2017				FJA 4-18-17	
MAR L LOU	DO NO	OT PLA	ACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
Clay County Attorney's Office	>				
DATE:	March	19,20			
Staff Member Preparing Form:	Shawr	n D. Th	nomas DRS		
Department Submitting Contract:	Engin	eering			
Vendor Name:	Old Je	nning	s Estates Investment, Inc.		
Contract Title:	Devel	opmer	nt Agreement for Linda Lakes Subdivision		
	SUMM	MARY	(TO BE COMPLETED BY DEPARTMENT)		
			đ		
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: 2 years		
6. Automatic renewal	(n/a)	N			
7. Standard Addendum Executed	Y	(N)	Requested Action: Approval of Development Agreement		
8. Advance Payment Required	Y	(N)			
Funding Source					
	Back	groun	d/Purpose: The developer has completed the Linda Lake	s development	
Account Number:	and opted to construct the roadways with a 1" thick wearing course. Prior to final				
	approval, the developer shall construct a secondary 1" course for final completion.				
N/A	This work shall be done prior to the two year warranty.				
Account Name: N/A					

Approvals

Approvals			70K4-4-1755
Purchasing:	No Changes	With Changes	Recommended Changes: * The 1St WHEREAS section will need to be completed. *Minor comment on signature psge.
Review Date: 3 -16 - 17		1	

Budget:	No Changes	With Changes			
Review Date: 3-16-17	~		2		ס־
Finance:	No Changes	With Changes	AY	2017 NAP	URCHASI
Review Date:	~		*Price Negotiation Efforts:	-	ZM
County Attorney: Review Date:	No Changes	With Changes	* see tabs/notes (ON 3-20-19) -	o o	G DIVISION
** Sole Source Ex	planation: _		* See edits on Version 2 + Qr= "		N

FORM REVISED: 06/20/2016

All comments have been addressed. J.J.

CLAY COUNTY DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this ______ day of ______, 20__, by and between Old Jennings Estates Investment, Inc., a Florida corporation, (the "Developer") and CLAY COUNTY, a political subdivision of the State of Florida (the "County"), by and through its Board of County Commissioners, as follows:

RECITALS:

WHEREAS, Old Jennings Estates Investment, Inc. is the developer of Linda Lakes Subdivision Unit 1 and Unit 2 (the "Subdivision"), Unit 1 platted in Plat Book 58, pages 59 through 67, in the public records of Clay County, Florida (the "Plat") and Unit 2 as described in the approved engineering plans dated November 8, 2016; and

WHEREAS, the *Plans for Linda Lakes* (the "Development Plans") were approved by the County on November 8, 2016 and

WHEREAS, pursuant to the County's Land Development Code and the Development Plans in effect, Developer is required to grade and install all roadways within the Subdivision (the "*Roadways*"); the Roadways are identified within the Plat, and the Plat provides for Roadways to be Private; phases are defined by acceptance of streets and drainage by the county within the Plat and are more particularly described as Phase 1 consisting of lots 1 thru 25, and 103 thru 122 (Phase 1), and as Phase 2 consisting of lots 26 thru 102(Phase 2); and

WHEREAS, pending the final completion of the Roadways by the Developer and their acceptance by the County, the Developer has requested that the County continue to issue Certificates of Occupancy upon Developer's completion of single family residential houses within the Subdivision; yet, the County has requested assurance of completion of the Roadways; and

WHEREAS, the Developer desires to enter into this Agreement with the County so as to ensure the timely issuance of Certificates of Occupancy and installation and completion of the Roadways within the Subdivision, and such other related improvements as are necessary and/or agreed;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the receipt and sufficiency of which are hereby acknowledged, Developer and the County hereby agree as follows:

1. DEVELOPMENT. Developer shall install and complete development of the Roadways within the Subdivision in accordance with the requirements of the Land Development Code and the Development Plans. Developer shall be obligated to continue development in a consistent and orderly manner. Notwithstanding any contrary requirements of the Land Development Code, within Unit 1 the Developer shall have the option of constructing the Roadways therein prior to acceptance by the County with a 1" structural course of pavement. If the Developer exercises such option, then the Developer shall install a 1" wearing course using FDOT design mix and approved by the County on the Unit 1 Roadways prior to the one year warranty inspection or when Unit 1 is at 80% build-out whichever is sooner. For Unit 2, the Developer shall have the option of constructing the Roadways therein prior to acceptance by the County with a 1" structural course of pavement. If the Developer exercises such option, then the Unit 2 Roadways there is sooner. If the Developer exercises such option, then the Unit 2 Roadways prior to the two year warranty inspection or at the County's discretion.

2. REQUIRED IMPROVEMENTS BOND.

To secure the Developer's obligations to complete the Unit 1 Roadways, within (a) 365 days of the effective date of this Agreement, the Developer shall deliver to the County an improvements bond Unit 1(the "Required Improvements Bond 1"), issued by a nationally recognized surety authorized to do business in the State of Florida, in the principal amount of 115 percent of the value of the construction of Unit 1 totaling forty nine thousand five hundred thirty three and No/100 Dollars (\$49,533.00) in favor of the County as beneficiary. To secure the Developer's obligations to complete the Unit 2 Roadways, within 730 days of the effective date of this Agreement, the Developer shall deliver to the County an improvements bond Unit 2(the "Required Improvements Bond 2"), issued by a nationally recognized surety authorized to do business in the State of Florida, in the principal amount of 115 percent of the value of the construction of Unit 2 totaling seventy three thousand one hundred ninety five and No/100 Dollars (\$73,195.00), in favor of the County as beneficiary. The Required Improvements Bonds shall be issued with an automatic renewal clause. At least sixty (60) days prior to the renewal date, the Developer may submit to the County an updated cost estimate to insure the adequacy of the existing Required Improvements Bond, at which time the County may authorize a reduction in the principal balance of the Required Improvements Bond. This bond may either be an amendment to the original Required Improvements Bond or a new bond. If a new bond is posted, the original bond will be returned immediately upon the County's receipt of the new bond.

(b) The Required Improvements Bonds are to be furnished to secure the completion of Phase 1 & 2 as a guarantee against faulty workmanship, construction and materials, third party damage to curb and gutter, asphalt pavement and application of the 1" wearing course of asphalt paving during the term of this Agreement. The Required Improvements Bonds shall be submitted by the Developer to the County for approval and shall remain in force until released as specified below, but in no case less than 24 months (the "Bond Term"). If the County notifies the Developer of any defects or deficiencies with the Roadways and the Developer fails to timely correct any such deficiencies, the County may elect to undertake such repair or remedial action to correct such deficiencies during the term of this Agreement or the Bond Term, whichever is longer, and the cost for such will be drawn from the Required Improvements Bonds.

3. CERTIFICATES OF OCCUPANCY. During the term of this Agreement, for new single family residential homes being constructed within the Subdivision, the County shall issue a Certificate of Occupancy upon the Developer's completion of construction of any single family residential home in compliance with the County's Land Development Code and any other state and local laws, codes, rules and regulations in effect, if and only if the construction thereof has been completed in compliance with the County's Land Development Code, such other state and local laws, codes, rules and regulations in effect, including the Florida Building Code, and all permits issued thereunder.

4. SUBDIVISION COMPLETION / RELEASE OF BOND. Prior to the first year warranty inspection of the subdivision, the County, upon the Developer's request, will inspect the Unit 1 Roadways for corrective items and roadway repairs. The Developer shall then correct all deficiencies to the satisfaction of the County and apply the 1" wearing course of asphalt where required on the Roadways. Upon satisfactory inspection of the repairs and the 1" wearing course of asphalt, the Required Improvements Bond 1 shall be returned to the Developer. Prior to the second year warranty inspection of the subdivision, the County, upon the Developer's request, will inspect the Unit 2 Roadways for corrective items and roadway repairs. The Developer shall then correct all deficiencies to the satisfaction of the County and apply the 1" wearing course of asphalt, the Required Improvements and roadway repairs. The Developer's request, will inspect the Unit 2 Roadways for corrective items and roadway repairs. The Developer shall then correct all deficiencies to the satisfaction of the County and apply the 1" wearing course of asphalt where required on the Roadways. Upon satisfactory inspection of the repairs and the 1" wearing course of asphalt, the Required Improvements Bond 2 shall be returned to the Developer.

5. CONSTRUCTION REQUIREMENTS AND HOLD HARMLESS. All construction undertaken by the Developer or its subcontractors or other agents pursuant to the terms of this Agreement shall be performed diligently and continuously to conclusion and shall meet or exceed all requirements of the County. The Developer agrees to relieve, indemnify and defend the County and hold the County harmless from any and all injury to the persons or property of others, and against all suits and costs and all damages, including reasonable attorneys' fees, to which the County or any of its employees, officers, agents or servants may be put by reason of or resulting from any transfer, pledge, allocation or any other action whatsoever taken with regard to the performance under this Agreement or arising from any other act taken by the Developer or its subcontractors or other agents pursuant to the terms of or under this Agreement.

6. The County and the Developer have voluntarily entered into this Agreement in consideration of the benefits and the rights of the parties arising thereunder.

7. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of compliance with the appropriate land development regulation or law governing such permitting requirements, conditions, terms or restrictions.

8. If the Developer fails to perform any obligations under this Agreement, the County may, in addition to any other remedy available at law or in equity, terminate this Agreement upon thirty (30) days prior written notice to the Developer.

9. The burdens and benefits of this Agreement shall be binding upon all parties to the Agreement, their successors in interest, or their assigns.

- 10. REPRESENTATIONS AND WARRANTIES.
 - (a) <u>Developer Representations</u>. The Developer represents that it has the authority to enter into and perform under this Agreement and that this Agreement constitutes the valid, binding and enforceable obligation of the Developer.
 - (b) <u>County Authority</u>. The County represents that it has the full power and authority to enter into and perform this Agreement in accord with its terms.

11. All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service, postage prepaid, to the addresses stated below; (c) by prepaid telegram; or (d) by deposit with an overnight express delivery service. Notices deposited with the United States Postal Service. Notice by telegram or overnight express delivery service shall be deemed effective 24 hours after transmission to the telegraph company or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice, the address of the County shall be:

Clay County Department of Engineering ATTN: Dale Smith, Director P.O. Box 1366 Green Cove Springs, Florida 32043 The address of the Developer shall be:

Old Jennings Estates Investment, Inc. ATTN: John A. Semanik 2120 Corporate Square Blvd, Suite 3 Jacksonville, FL 32216

12. MISCELLANEOUS.

(a) This Agreement and the rights granted herein shall become effective as of the date this Agreement is fully executed by the parties.

(b) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document.

(c) No failure of any party to exercise any power given to such party hereunder or to insist upon strict compliance by any other party with its obligations hereunder and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of any party's right to demand compliance with the terms thereof.

(d) Invalidation of any of the provisions contained in this Agreement, or of the application hereof to any person or party by judgment or court order, shall in no way affect the application thereof to any other person or party or any of the other provisions hereof or the application thereof to any other person or party and the same shall remain in full force and effect. If any portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

(e) Venue for any action brought to enforce or interpret the terms of this Agreement shall be brought in Clay County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

(f) The captions and headings contained in this Agreement are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

(g) This Agreement may be amended only by a mutually signed agreement of the parties hereto.

(h) In the event of any legal proceedings arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its attorney's fees and expenses and court costs.

(i) Capitalized words and phrases used in this Agreement shall have the same meaning as those capitalized words and phrases in the County's Land Development Code.

(j) This Agreement embodies the entire agreement between the parties regarding the subject matter hereof. There are no oral understandings or agreements between the parties.

(k) This Agreement may be executed in any number of identical counterparts, each of which shall constitute an original and shall together constitute one and the same instrument.

•

THE REMAINDER OF THE PAGE INTENTIONLLY LEFT BLANK

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

Developer

Old Jennings Estates Investment, Inc.

By: _____ Print Name: John A. Semanik Its: _____

COUNTY

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

By: _

Print Name: Wayne Bolla Its: Chairman

ATTEST FOR COUNTY:

Print Name: S. C. Kopelousos Its: County Manager and Clerk of the Board



Agenda Item Clay County Board of County Commissioners

> Clay County Administration Building Tuesday, April 18 3:00 PM

TO: Finance and Audit Committee

DATE: 4/5/2017

FROM: Administrative and Contractual Services

SUBJECT: Acceptance of the proposed hurricane shelter retrofit grant from the State of Florida Division of Emergency Management, comprising six facilities as described in the backup documentation attached hereto, totaling \$560,500.00, with no matching requirement. Funding Source: Revenue (L. Mock)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Acceptance of these proposed grant funds will provide funding to conduct a combination of retrofits and a structural analysis on five county schools and one state college. This will aid in the creation of new shelter spaces and reinforcing and certifying existing shelter spaces in order to help eliminate the county's existing hurricane shelter deficit.

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

Funding Source: Not Applicable (Proposed Grant)

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

<u>Planning Requirements:</u> <u>Public Hearing Required (Yes\No):</u> **No**

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

D Proposed Grant Acceptance-Hurricane Shelter Retrofits

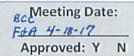
REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	e Thomas, Karen	Approved	4/5/2017 - 12:19 PM	
County Manager	Kopelousos, Stephanie	Approved	4/6/2017 - 1:03 PM	

GRANT APPLICATION/GRANT AGREEMENT REVIEW FORM

.

e



RECEIVED

		MAR 3 () 2017		
Staff Member Preparing Form Maria Haney Mar Ha		ay County Attorney's Office	Date: 3/24/2017	
Department Submitting Applic	ation:	9 million 2 011108	0-	
Public Safety- Division of Emer	gency Managemen	t	2017 CLAY	
Grantor Name:				RE
Florida Division of Emergency Grant Title:	Management		A 2 MIS	CEIV
Hurricane Shelter Retrofit Gra	nt Funding Agreeme	ent	G DIV Y BO/ SIONE	IVE
	0.0		DAR VERSON	0
Funds: Federal/State/Other _	_State	Grant Applicat	ion Deadline:	
				-
	SUMMARY (To be o	ompleted by Departme		
1. New Grant	Y	N	Amount \$560,500 Reimbursementx Advance _	
2. Modification/Extension	Y	N		
If Yes: Grant #	County Cont	ract #	Amount \$	
Matching Requirements:	Y	(<u>N</u>)	_
If Yes: Amount:	In-Kind S	envices:		
11 1es. Anount				1.50
Recommended Source for Mat	ching/Funding Sou			
		1911		
				MC-1.
Purpose of Grant: To provide f five county schools and one st			trofits and a structural analysis	s on
reinforcing and certifying exist	•		and the second	
hurricane shelter deficit.	ing sherer spaces in		indice the county sexisting	
Long-term Commitments/Obli				
			ounty School Board and the St.	
Johns River State College Adm			od repair and function condition	on
for the expected life of the wo	a The second second we second should be a second second			on
	'n			
Comments:				
M and 10		G-PROCESS APPROVAL	1 101	21
	LEGAL:Initia Date 2-3	7 3-FINANCE:Initial Da With Changes/No Chan		21/3)
Created: 02-25-16 (am)				



DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT Governor

BRYAN W. KOON Director

The Division of Emergency Management (division) is pleased to offer hurricane shelter retrofit (SR) grant funding to Clay County for the sites and projects listed above. The offer is based on recent survey work that identified the buildings as only needing retrofit (e.g., exterior fenestration and mechanical and electrical equipment protection) and limited civil and structural engineering analysis to meet the division's minimum hurricane shelter survey criteria: Standards for Hurricane Evacuation Shelter Selection (ARC 4496, January 2002). Buildings must be currently on the prioritized list of the 2016 Shelter Retrofit Report, or their inclusion is anticipated for the 2017 report. The initial funding Agreement's period of performance is through December, 2018.

Matching funds are not required for this grant. The funding agreement will be on a reimbursement basis. Eligible expenses may include but not limited to: management and administration of the grant (up to 5%), architectural and engineering services, construction management services (if needed), construction and related contractual services, envelope protection assemblies, systems and products, standby electrical system, material, labor, equipment, inspections, permitting and fees.

The recipient, or if applicable facility owner through inter-local agreement, agrees to maintain the assemblies, systems and products that are constructed or installed under the funding agreement in good repair and functional condition for the expected life of the work but not less than 15 years. The projects must also meet the ARC 4496 hurricane shelter selection guidelines upon completion of grant activities/scope-of-work.

Upon completion of the project, the facilities and respective new hurricane shelter space will be added to the statewide inventory of recognized ARC 4496 space. The inventory is published biennially in the Statewide Emergency Shelter Plan.

If you are interested in accepting the proposed grant, the division will need a recipient agency to be named (e.g., school district or local government agency) and a point of contact (i.e., name and contact information to be placed in the funding agreement).

If you are interested in the projects, please confirm with me by email. If possible, please respond with an acceptance or declining e-mail by May 1, 2017.

If you have any other questions or concerns just let me know.

Best regards, Pamela Phillips Senior Management Analyst I

(850) 815-4206 office (850) 488-5777 Fax

FLORIDA RECOVERY OFFICE • DIVISION HEADQUARTERS • STATE LOGISTICS RESPONSE CENTER 2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100 Tel: 850-413-9969 • Fax: 850-488-1016 www.FloridaDisaster.org

2702 Directors Row Orlando, FL 32809-5631



MANAGEMENT DIVISION OF EMERGENCY

RICK SCOTT Governor

BRYAN W. KOON Director

March 17, 2017

Maria Haney, FPEM Clay County Emergency Management Coordinator 2519 State Road 16 West P.O. Box 1366 Green Cove Springs, FL 32043

RE: Potential State Funding (FY 2016/17) for Hurricane Shelter Retrofit Projects

Site Name	Bldg #/ type	Year Built	Description of Work	Estimated Cost \$	Risk Capacity Gained (@ 20 SqFt each)
Orange Park High School	Cafeteria	multiple	Engineering Study, Fenestration Protection	\$29,000	932
Asbury Lake JHS	Cafeteria	1999	Genset Protection + Standby Electrical System Install	\$100,000	100 special needs spaces
Oakleaf High School	Cafeteria Portico, Gym and Gym Portico	2008	300 square feet of Fenestration Protection + outdoor permanent retractable screening for portico entrances	\$160,000	888 new spaces, pet friendly potential
Thrasher – Horne Building P	Conference Center and Theater	2003	Theater entrance and Conference Center Fenestration Protection	\$160,000	100 special needs spaces, in conference; 83 special needs, theater lobby; 250 general in mezzanine
Fleming Island High School	Gym	2008	100 square feet of Impact resistant Fenestration Protection	7,500	546
Keystone Heights High School	Gym	2000	Exterior glass on doors, door transoms and louver protection; Genset Protection + Standby Electrical System Install	\$104,000	No new spaces; protection to maintain usable space in inventor
			Totals	\$560,500	2899

FLORIDA RECOVERY OFFICE . DIVISION HEADQUARTERS . STATE LOGISTICS RESPONSE CENTER 2702 Directors Row Orlando, FL 32809-5631

2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100 Tel: 850-413-9969 • Fax: 850-488-1016 www.FloridaDisaster.org

2702 Directors Row Orlando, FL 32809-5631



Agenda Item Clay County Board of County Commissioners

> Clay County Administration Building Tuesday, April 18 3:00 PM

TO: Finance and Audit Committee

DATE: 4/6/2017

FROM: Administrative and Contractual Services

SUBJECT: Approval of the First Amendment to Agreement #2013/2014-97 with Northeast Florida Dressage Association, Inc., (NFDA). This amendment is necessary to correct the name of the Association, all other contractual terms remain the same. Funding Source: Not Applicable (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

It has been determined that the Lessee is referred to as the Northeast Florida vs. North Florida Dressage Association. This Association holds several events at the Fairgrounds through out the year.

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

Funding Source: Not Applicable

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

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

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

amendment NFDA

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and		A 1		
Contractural Services	Thomas, Karen	Approved	4/12/2017 - 2:28 PN	1
County Manager	Kopelousos, Stephanie	Approved	4/13/2017 - 3:23 PM	1

IN RE: #2013/2014-97 AMI

		A	GREEMENT/CONTRACT REVIEW FORM	MEETING DATE
	DON	IOT P	LACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED	
DATE:	April	4, 20	17	
Staff Member Preparing Form:	Lynn	Higgs		
Department Submitting Contract:	Parks	and	Recreation	
Vendor Name:	Nort	heast	Florida Dressage Association, Inc.	
Contract Title:	COU	NTY, F	t/Contract No. 2013/2014-97 FAIRGROUNDS LEASE AGREEMEN LORIDA AND THE NORTH FLORIDA DRESSAGE ASSOCIATION Y (TO BE COMPLETED BY DEPARTMENT)	F BETWEEN CLAY
1. New Contract	Y	N	9. Contract Amount (*Detail negotiation efforts below) N/A	
Renewal/Amend./Supplement	Y	N	10. Last Year's Price (*If increase explain below) N/A	
Sole Source **(explain below)	Y**	N	11. Date of Original Contract May 13, 2014	
Quotes/bid policy met N/A	Y	N	12. Number of Renewals Two (2) one (1) year renewals.	
Need to waive bid policy	Y	N	13. Length of Term May 1, 2014 through December 31, 2017.	
6. Automatic renewal	n/a	N		
 Standard Addendum Executed N/A 	Y	N	Requested Action: Approval of the First Amendment to Lease #2013/2014-97 in order to properly set forth the name of the Florida Dressage Association, Inc.	
8. Advance Payment Required	Y	N		
Funding Source Account Number: N/A	set fo	orth in	nd/Purpose: The County has determined that the name of the L In the Lease and are requesting an Amendment to the Lease to co greement of information is attached.	
Account Name: N/A				

Approvals

Not 1	No Changes	With Changes	Recommended Changes:
Review Date: 4-6-17	ØK		
Budget:	No Changes	With Changes	
Review Date:			

No	With
Changes	Changes
	-

With Changes		

County	No	With
Attorney:	Changes	Changes
Review Date:		

** Sole Source Explanation:	CLAY C	2017 AS	PURCH
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	ALLA ALLA	5 5	ING
	NE	D	Om
comments have been addressed. Do	ARD OF	q: 28	NOISIA

FORM REVISED: 6/20/16

* All comments have been addressed . Do

INRE: #2013/2014-97 AM1

		A	GREEMENT/CONTRACT REVIEW FORM	MEETING DATE
	DO N	OT P	LACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED	
			RECEIVED	
DATE:	Marc	h 14,	2017	
Staff Member Preparing Form:	Lynn	Higgs	MAR 20 2017	
Department Submitting Contract:	Parks	and	Recreation	
Vendor Name:	North	least	Florida Dressage Association, Inc. Clay County Attorney's Office	
Contract Title:	COUN	ITY, F	t/Contract No. 2013/2014-97 FAIRGROUNDS LEASE AGREEMENT E LORIDA AND THE NORTH FLORIDA DRESSAGE ASSOCIATION	BETWEEN CLAY
	SUM	MARY	Y (TO BE COMPLETED BY DEPARTMENT)	
1. New Contract 2. Renewal Amend Supplement	Y Y	N	9. Contract Amount (*Detail negotiation efforts below) N/A 10. Last Year's Price (*If increase explain below) N/A	
3. Sole Source ** (explain below)	Y** 1	N	11. Date of Original Contract May 1, 2014 May 13, 20	0/44
4. Quotes/bid policy met		W	12. Number of Renewals Two (2) one (1) year renewals.	11-
5. Need to waive bid policy	Y	N	13. Length of Term May 1, 2014 through December 31, 2017.	
6. Automatic renewal	n/a	N		100 + # 2013/2014-9
7. Standard Addendum Executed	Y	W	Approved of the First Amendment to Leave Ag Requested Action: Add the attached Amendment to the Leave i	n order to
N/A			properly set forth the name of the Lessee as Northeast Florida D Association, Inc.	
8. Advance Payment Required	Y	N		
Funding Source	Back	grour	d/Purpose: The County has determined that the name of the Less	see was incorrectly
Account Number: N/A	set fo	rth ir	h the Lease and are requesting an Amendment to the Lease to corr ase is attached as Attachment A	
Account Name: N/A				

Approvals

Purchasing:	No Changes	With Changes	Recommended Changes: See changes above and on page 1 of the Amendment.
Review Date:		V	
3-17-17			
Budget:	No	With]
æ	Changes	Changes	
Review Date:	MA		
3-17-17	14		
			*Price Negotiation Efforts:
Finance:	No	With	
15	Changes	Changes	
Review Date:	\checkmark		P

County	No	With
Attorney: 50	Changes	Changes
Review Date:	P	Changes

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	COTO	MAR	RI	
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	ONET	\triangleright	DIV	
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* All comments have been addressed as

In Re: Clay County Agreement/Contract No. 2013/2014-97

First Amendment to Lease

This First Amendment to Lease Agreement #2013/2014-97 (this Instrument) is made and entered into as of the _____ day of ______, 2017, between Clay County, a political subdivision of the State of Florida (the County), and Northeast Florida Dressage Association Inc., a Florida not-for-profit corporation (NFDA).

Recitals

WHEREAS, the County and NFDA (the Parties) have entered into that certain lease agreement dated as of the 13th day of May, 2014, and designated by the County as Clay County Agreement/Contract No. 2013/2014-97 (the Lease); and

WHEREAS, the Parties have become aware that the name of the Lessee NFDA was incorrectly set forth in the Lease as North Florida Dressage Association; and

WHEREAS, the Parties desire to amend the Lease in order to properly set forth the name of the Lessee as Northeast Florida Dressage Association, Inc.

WITNESSETH

IN CONSIDERATION OF the foregoing Recitals, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. The name of the Lessee as described in the Lease shall be changed from North Florida Dressage Association" to its proper name of "Northeast Florida Dressage Association, Inc."
- 2. Except as amended hereby, the Lease shall remain in full force and effect in accordance with its terms.

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

County:

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

By:_____ Wayne Bolla Its Chairman

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

Lessee:

Northeast Florida Dressage Association, Inc., a Florida not-for-profit corporation

By:_____

Its President

\contract\lease amendment fairgrounds



Agenda Item Clay County Board of County Commissioners

> Clay County Administration Building Tuesday, April 18 3:00 PM

TO: Finance and Audit Committee

DATE: 4/10/2017

FROM: Administrative and Contractual Services

SUBJECT: Approval of the Second Renewal to Agreement #14/15-117 with YMCA of Florida's First Coast, Inc., for the management, operation and maintenance of the Camp Chowenwaw swimming pool facility, for the contract term of April 25, 2017 through April 24, 2018, with a maximum cost of \$47,325.00. This renewal establishes the pool activities as May 26, 2017-September 30, 2017. Funding Source: 001-3201-534600 CHOW (General Fund - Parks & Rec - Temporary Labor, Billing, Collection, Management - Camp Chow Project) (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This second renewal provides for lifeguard staffing, swim lessons, management and maintenance of the pool at Camp Chowenwaw Park for the 2017 season. The maximum cost established based on the pool season is \$47,325.00, however this amount is reduced by the amount of entrance fees and lesson fees collected and retained by the YMCA.

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

<u>Funding Source:</u> General Fund - Parks & Rec - Temporary Labor, Billing, Collection, Management - Camp Chow Project

Account # 001-3201-534600 CHOW Amount - \$47,350.00

Advanced Payment Sole Source (Yes\No): (Yes\No): No No Planning Requirements: Public Hearing Required (Yes\No): No Hearing Type: Initiated By: Not Applicable ATTACHMENTS: Description Agreement #14/15/117 Second Renewal (Camp Chow Pool) D **REVIEWERS**: Department Reviewer Action Date Comments Administrative and Thomas, Karen Approved 4/12/2017 - 4:20 PM Contractural Services

Approved

4/13/2017 - 3:23 PM

County

Manager

Kopelousos,

Stephanie

RECEIVED							
APR 10 2017	AGREEMENT/CONTRACT REVIEW FORM						
		OT P	LACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED	1 1 10 11			
DATE: Clay County Attorney's Office	April	5, 20	17				
Staff Member Preparing Form:	Lynn	Higgs					
Department Submitting Contract:	Parks	and	Recreation				
Vendor Name:	YMC	A of F	lorida's First Coast, Inc.				
Contract Title:	Seco	nd Re	newal to Agreement/Contract #14/15-117. To provide managem	ent, operation, and			
	main	tenan	ce of the swimming pool facility at Camp Chowenwaw Park.				
	SUM	MAR	(TO BE COMPLETED BY DEPARTMENT)	1600			
1. New Contract	Y	N	9. Contract Amount (*Detail negotiation efforts below) \$47,32	5.00 year. Fees for			
			entrance, and lessons that are collected by YMCA and are subt	racted from YMCA			
			invoices to the County.				
2. Renewal/Amend./Supplement	Y	Ν	10. Last Year's Price (*If increase explain below) \$40,000.00				
Sole Source **(explain below)	Y**	N	11. Date of Original Contract April 14, 2015; (1st Renewal Jan. 12, 2016)				
4. Quotes/bid policy met	Y	Ν	12. Number of Renewals Second of two renewals				
5. Need to waive bid policy	Υ	N	13. Length of Term One-year term - April 25, 2017 and expiring April 24, 2018;				
			with 2 nd Renewal activities from May 26, 2017 until September	30, 2017.			
6. Automatic renewal	n/a	N					
7. Standard Addendum Executed	Y	N	Requested Action: Approval of additional one year contract (S	econd Renewal).			
8. Advance Payment Required	Y	N					
Funding Source Account Number: 001-3201-534600 CHOW	1.	ns, m	d/Purpose: Agreement/Contract #14/15-117 is for providing life anagement, and maintenance of the pool at Camp Chowenway				
Account Name: General Fund/Parks & Rec. /Temporary Labor; Billing; Collection; Mana. & Operating Service.							

Approvals

Purchasing:	No Changes	With Changes	Recommended Changes:
Review Date: 4-7-17	V		
Budget:	No Changes	With Changes	
Review Date:	~		

County No With Attorney: Changes Changes	** Sole Source Explanation:
Review Date:	
DHO IT	

SECOND RENEWAL AND SUPPLEMENT TO AGREEMENT/CONTRACT #14/15-117

This renewal and supplement to Agreement/Contract #14/15-117 entered into this ______day of ______, 2017, between CLAY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), by and through its Board of County Commissioners (hereinafter referred to as the "Board"), and YMCA of Florida's First Coast, Inc. (hereinafter referred to as the "Contractor"), whose address is, Barco Newton YMCA, 2075 Town Center Boulevard, Fleming Island, FL 32003.

WHEREAS, the parties entered into Agreement #14/15-117 on April 14, 2015, to provide for the management, operation, and maintenance of the swimming pool facility at Camp Chowenwaw Park, on behalf of the Division of Parks and Recreation, for the 2015 swimming season, a copy of said agreement is attached and made a part hereof (Attachment 4); and

WHEREAS, Section II. 2, of Agreement #14/15-117 provided the option for two (2) oneyear renewals upon agreement by both parties; and

WHEREAS, the parties entered into the first one year renewal on January 12, 2016; and

WHEREAS, the parties wish to exercise the Second Renewal, extending the agreement for services as described, for one additional year, to include the 2017 swimming season, which is detailed on the attached calendar (Attachment 1); and

WHEREAS, the County desires to execute this Second Renewal and Supplement Agreement to offer those additional recreational activities at the rates stated in Attachment 2, revised from the original agreement to clarify the rate for Instructor Fees and fees for private pool rentals. Within this Second Renewal, (Attachments 2 and 3) the original agreement is further amended to increase Aquatic Instruction Fees and add a cancellation fee.

WHEREAS, the County's Standard Addendum to All Contracts and Agreements is attached hereto and made a part hereof, as Exhibit A.

WHEREAS, the Contractor has certification attached as Exhibit B, certifying that the Contractor is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan list, is not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, and does not have business operations in Cuba or Syria.

WITNESSETH

NOW, THEREFORE, the parties agree as follows:

- 1. The original agreement's term is extended for one year commencing April 25, 2017 and expiring April 24, 2018. Activities under this Second Renewal however, will take place between May 26, 2017 and September 30, 2017.
- 2. The Contractor shall provide the daily management, operation, and maintenance of the swimming pool at Camp Chowenwaw Park as provided for in Agreement #14/15-117 and as amended by the Attachments 1 3 to this Second Renewal Agreement.
- 3. The Contractor and the Board agree that the Contractor may, if funding becomes available to the Contractor, advertise and provide swim instruction for children of low income families at no cost to the participants or to the County. It shall be up to the discretion of the Contractor to schedule the no-cost lessons during any time the pool is otherwise open to the public.
- 4. In the event of a conflict between any of the conditions of this Second Renewal and its Attachments and the original agreement, (14/15-117) the provisions of this Second Renewal and its Attachments shall prevail over any other inconsistent provision.
- 5. In all other respects the original terms and conditions of the Agreement #14/15-117 which is attached hereto as Attachment 4 shall remain in full force and effect.

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

CONTRACTOR

YMCA of Florida's First Coast, Inc.

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

Print Name:	Wayne Bolla, Chairman
Title:	ATTEST:
DATE:	
	S.C. Kopelousos, County Manager and Clerk of the Board
	DATE:

Attachment 1

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Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26 3 - 7	27 10 - 7
28 l - 5	29 11 – 5 (HOLIDAY)	30	31			

May 2017

June 2017

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Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2	3
					3 – 7	10 – 7
						CLASS 1
						Preschool and
						school age
4	5	6	7	8	9	10
l – 5					10 – 7	10 – 7
						CLASS 1
						Preschool and
						school age
11	12	13	14	15	16	17
1-5	10 – 7	10 – 7	10 – 7	10 – 7	10 – 7	10 – 7
	CLASS 2	CLASS 2	CLASS 2	CLASS 2		CLASS 1
	Preschool and	Preschool and	Preschool and	Preschool and		Preschool and
	school age	school age	school age	school age		school age
18	19	20	21	22	23	24
1 – 5	10 – 7	10 – 7	10 – 7	10 – 7	10 – 7	10 – 7
		CLASS 3		CLASS 3		CLASS I
		Preschool and		Preschool and		Preschool and
		school age		school age		school age
25	26	27	28	29	30	
1-5	10 – 7	10 – 7	10 – 7	10 – 7	10 – 7	
		CLASS 3	1	CLASS 3		
		Preschool and		Preschool and		
		school age		school age		

July 2017

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Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1
(Í		10 – 7
2	3	4	5	6	7	8
l – 5	10 – 7	11 – 5	10 – 7	10 – 7	10 – 7	10 – 7
		(HOLIDAY)	CLASS 4		CLASS 4	CLASS 5
			Preschool and		Preschool and	Preschool and
			school age		school age	school age
9	10	11	12	13	14	15
1-5	10 – 7	10 – 7	10 – 7	10 – 7	10 – 7	10 – 7
			CLASS 4		CLASS 4	CLASS 5
			Preschool and		Preschool and	Preschool and
			school age		school age	school age
16	17	18	19	20	21	22
1-5	10 – 7	10 – 7	10 – 7	10 – 7	10 – 7	10 – 7
		CLASS 6		CLASS 6		CLASS 5
		Preschool and		Preschool and		Preschool and
		school age		school age		school age
23	24	25	26	27	28	29
1-5	10 – 7	10 – 7	10 – 7	10 – 7	10 – 7	10 – 7
		CLASS 6		CLASS 6		CLASS 5
		Preschool and		Preschool and		Preschool and
		school age		school age		school age
30	31	-				
1 – 5	10 – 7					

August 2017

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1	2	3	4	5
		10 – 7	10 – 7	10 – 7	10 – 7	10 – 7
		CLASS 7		CLASS 7		
		Preschool and		Preschool and		
		school age		school age		
6	7	8	9	10	11	12
l – 5	10 – 7	10 – 7	10 – 7	10 – 7	10 – 7	10 – 7
		CLASS 7		CLASS 7		
		Preschool and		Preschool and		
		school age		school age		
13	14	15	16	17	18	19
1-5					3-7	10 – 7
20	21	22	23	24	25	26
1-5					3 – 7	10 – 7
27	28	29	30	31		
1-5						

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					 3 – 7	2 10 - 7
3 l – 5	4 11-5 (HOLIDAY)	5	6	7	8 3 - 7	9 10 - 7
10 1 – 5	11	12	13	14	15 3 - 7	16 10 - 7
17 1 - 5	18	19	20	21	22 3-7	23 10 - 7
24 1 - 5	25	26	27	28	29 3-7	30 10 - 7

September 2017

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Seasonal Hours, CONTRACTOR Charges for Labor, and Total Costs to COUNTY

	OPEN SWIM LIFEGUARD SERVICE	POOL MAINTENANCE	SWIM INSTRUCTION, 1 hour for each of 2 age levels per day of class	LIFEGUARD SERVICE FOR PRIVATE POOL RENTALS
Maximum Season Hours	702	UP TO 63, based on need	56	Up to 36, based on customer requests
Contractor's Hourly Fee	\$60.00	\$35.00	\$15.00	\$60.00
Maximum Total Cost to County	\$42,120.00	\$2,205.00	\$840.00	Up to \$2,160.00

[The remainder of this page is intentionally blank.]

Attachment 2

Swimming Fees for Patrons

Entrance Fees:

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Adults -	\$4.00	16 - 64
Children-	\$3.00	2 – 15
Seniors-	\$2.00	65 and older

Season Pass:

\$140.00 per person

Group Entrance Fees:

As a convenience, large groups swimming during regularly scheduled pool hours may pay a single set fee in lieu of each individual paying separately.

1-30 persons-	\$75.00 per day
31 – 64 persons-	\$150.00 per day

Aquatic Instruction Fees:

Package of 4 lessons-	\$37.00
Package of 10 lessons-	\$90.00
Cancellation fee-	\$10.00

Private Pool Rental:

After-hours private pool rentals may be arranged for the following hourly fees:

Up to 30 persons-	\$75.00 per hour
31 – 64 persons-	\$150.00 per hour

Attachment 3



FOR YOUTH DEVELOPMENT® FOR HEALTHY LIVING FOR SOCIAL RESPONSIBILITY

LEARN TO SWIM PROGRAMS CAMP CHOWENWAW SUMMER 2017

REGISTRATION FEES

Learn To Swim Classes (4) \$37

PROGRAM INFORMATION

Preschool Lessons Ages 3-5 years RATIO 1: 4-6	Classes are 40 minutes each
School Age Lessons Ages 5-12 years RATIO 1: 5-7	Classes are 45 minutes each ·

CANCELLATION/CHANGE POLICY

A \$10 session change fee will be required to cancel or change a swim lesson session.

REFUND POLICY

A class **MUST** be cancelled one week prior to the first class in order to receive a refund. Refunds will be given and change fees waived in the case of an illness with a doctor's note.

PARENT ORIENTATION

A 5-minute orientation will be given on the first day of each session. It is recommended that a parent or guardian accompany their child to the orientation. The first class will also contain a swimmer evaluation. Please note, at the time of registration, classes will be based on age.

MAKE-UP POLICY

The Y will close the pool when lightening, thunder or heavy rain is in the area. Other unforeseen pool closures may also be necessary. The Y will guarantee all scheduled lessons per session. Make-up lessons will be held on Friday at the normal class time. If additional make-up lessons are needed, your instructor will schedule them. Classes will be made up as a class, **not** on an individual basis. Make-up lessons are only permitted when the Y cancels the class.

Decisions on cancellations due to weather will be made **no more** than 30 minutes prior to the scheduled lesson. If the weather is questionable, please call the Y at 904.278.9622 before leaving home for your lesson.

PRESCHOOL LESSONS (Ages 3-5 years)

Friday is our make-up day (please refer to our make-up policy). *Session IV: Due to the July 4th weekend, this class has been shifted to Wednesday and Friday. Any make-up class will be determined by the instructor.

Summer Sessions	Dates	Time
I. SATURDAY	JUNE 3, 10, 17 & 24	10:15am
II. MONDAY THRU THURSDAY	JUNE 12 - 15	10:15am
III. TUESDAY & THURSDAY	JUNE 20, 22, 27 & 29	10:15am
IV. WEDNESDAY & FRIDAY	JULY 5, 7, 12 & 14	10:15am
V. SATURDAY	JULY 8, 15, 22, & 29	10:15am
VI. TUESDAY & THURSDAY	JULY 18, 20, 25 & 27	10:15am
VII. TUESDAY & THURSDAY	AUGUST 1, 3, 8 & 10	10:15am

SCHOOL AGE LESSONS (Ages 5-12 years)

Friday is our make-up day (please refer to our make-up policy). *Session IV: Due to the July 4th weekend, this class has been shifted to Wednesday and Friday. Any make-up class will be determined by the instructor.

Summer Sessions	Dates	Time
I. SATURDAY	JUNE 3, 10, 17 & 24	11:00am
II. MONDAY THRU THURSDAY	JUNE 12 - 15	11:00am
III. TUESDAY & THURSDAY	JUNE 20, 22, 27 & 29	11:00am
IV. WEDNESDAY & FRIDAY	JULY 5, 7, 12 & 14	11:00am
V. SATURDAY	JULY 8, 15, 22, & 29	11:00am
VI. TUESDAY & THURSDAY	JULY 18, 20, 25 & 27	11:00am
VII. TUESDAY & THURSDAY	AUGUST 1, 3, 8 & 10	11:00am

BARCO-NEWTON YMCA

2075 Town Center Blvd Fleming Island, FL 32003 904.278.9622

FirstCoastYMCA.org

Exhibit A

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 higherlevel 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 <u>only</u> 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 <u>not</u> 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, <u>Ann.Mitchell@claycountygov.com</u>, 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:

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County:

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

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

By: ____

Wayne Bolla Its Chairman

Contractor Name:

YMCA of Florida's First Coast Inc.

(Corporate Seal)

By: _____

Printed Name:_____

Title:_____

Exhibit B Scrutinized Companies Certification

[Clay County: Agreement/Contract #14/15-117 Second Renewal]

Name of Company:¹ <u>YMCA of Florida's First Coast</u>

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:

YMCA of Florida's First Coast, Inc.

(Seal)

Ву: _____

Its _____

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

Attachment 4

AGREEMENT #14/15- <u>//7</u> SWIMMING POOL MANAGEMENT AND LIFEGUARD STAFFING (CAMP CHOWENWAW)

This Agreement is entered into as of the H day of <u>HQY1</u> 2015, between CLAY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), by and through its Board of County Commissioners (hereinafter referred to as the "Board"), and YMCA of Florida's First Coast (hereinafter referred to as the "Contractor"), whose address is, Barco Newton YMCA, 2075 Town Center Boulevard, Fleming Island, FL 32003

WHEREAS, Clay County intends to provide for the management, operation, and maintenance of the swimming pool facility at Camp Chowenwaw Park, on behalf of the Division of Parks, Recreation and Special Events, as defined in the (RFP) #14/15-20 "Swimming Pool Management & Lifeguard Staffing" including all addendums and clarifications issued; and

WHEREAS, the Contractor is licensed and gualified to provide professional services in the field of swimming pool management and operation; and

WHEREAS, Request for Proposals #14/15-20 and the Contractor's Proposal response is incorporated by reference and made a part hereof as Exhibit A; and

WHEREAS, this Agreement is subject to that certain Standard Addendum to All Contracts which is attached hereto and made a part hereof; 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:

I. BRIEF DESCRIPTION OF THE PROJECT

Work shall consist of the daily management, operation, and maintenance of the swimming pool at Camp Chowenwaw Park, Clay County, Florida, plus all other associated and allied miscellaneous tasks as defined in this Agreement, and as directed by the Park Ranger or Designee, and as outlined further in the Request for Proposals #14/15-20, along with all other details necessary to give effect to the manifest intent set forth in the referenced RFP #14/15-20.

II. TERM OF CONTRACT

- 1. The term of this Agreement shall be for a period commencing on 2 May 2015, and continuing through 27 September 2015, unless otherwise stipulated in the Notice of Award Letter and contingent upon the completion and submittal of all required pre-award documents. The foregoing period shall be regarded as the first year of the Agreement. The Contractor further agrees to provide additional services that the County may desire, and which shall be mutually negotiated regarding scope, timing, and fees, and described by written amendments to this Agreement.
- 2. The Agreement period will run one (1) year with an option for two (2) one (1) year renewals. Prior to, or upon completion, of the initial one year term of the Agreement, the County shall have the option to renew the agreement for an additional two (2) one (1) year periods. Prior to completion of each exercised Agreement term, the County may consider an adjustment to prices based on changes in the following pricing index: Consumer Price Index (CPI), as provided by Southern Urban Index.

III. COMPENSATION AND METHOD OF PAYMENT

I. Price and payment will be full compensation for all services specified, including all labor, at the hourly rate of \$60.00 for open swimming and \$35.00 for routine maintenance as indicated in the Contractor's proposal (Exhibit A). In the event the Contractor has utilized Subcontractors for suppliers for materials, release of liens from the Subcontractors and any suppliers shall be required before payment will be released. For purposes of calculating the hourly rate due the Contractor, in the event the pool is closed to the public part of a day, an hourly rate will be assessed to compensate the contractor for the actual hours worked.

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- 2. The Park Ranger will be responsible for all pool maintenance to include any and all necessary pool chemicals, cleaning, and general maintenance up to opening of the swimming pool. After such time the Contractor will assume the responsibility for the maintenance and upkeep of the pool, minus any necessary pool chemicals. Pool maintenance will return to the Park Ranger once the season is over. The Contractor does hereby agree that any items purchased by its staff for the maintenance of the swimming pool will be done so at its sole expense with no compensation due from the Board.
- 3. The Contractor agrees that it will present the Park Ranger either by email or fax, a breakdown of the fees collected from each week's activity within 5 business days from said week's activity. The report must include the days of service, number of participants per day, the fees charged for participants by age group, any fees collected for groups and parties and any pool closures.
- 4. The Agreement requires that the Contractor submit an invoice and the above mentioned weekly collection reports to the Board by the end of each operating month. The Agreement acknowledges that inclement weather would result in the closure of the Swimming Pool.
- 5. The Contractor shall notify the Park Ranger and Parks, Recreation and Special Events Coordinator immediately when the pool is deemed unsafe for usage.
- 6. All invoices shall contain the Agreement and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of the Agreement and its Agreement may be terminated. Payments shall be tendered in accordance with the Local Government Prompt Payment Act.
- 7. The signature of the Contractor on any invoice submittal shall constitute the Contractor's certification to the County that (a) the Contractor has billed the County for all services rendered by it and any of the Contractor's consultants and subcontractors through the date of the invoice; (b) as of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered; (c) that the amount requested is currently due and owing. Such invoice(s) shall be prepared by the Contractor and any supporting data as may be required by the County representative.
- 8. By acceptance of County's payment of the invoiced amount, the Contractor releases the County from any and all claims by the Contractor and by subcontractors for services performed but not invoiced during the period for which payment was received.

9. Additional aquatic services may be provided to the public as discussed in the RFP and Bid Proposal. The County reserves the right to negotiate these services, including fees. It is anticipated that the Management Facilitator will retain the fees collected from such activities but will, however, by a negotiated method reimburse the County for use of the pool. The County reserves the right to negotiate any and all terms related to additional activity services at the time such services are requested. Additional Services shall not interfere with normal pool operations. The County reserves the right to request that these additional services be terminated or rescheduled at a time that both the County and YMCA agree will accommodate those desiring these additional services.

IV. COUNTY REPRESENTATIVE

The services provided shall be under the direction of the authorized County representative, who shall be the Park Ranger or his/her designated representative, who shall have final decision authority on behalf of the County for all aspects of any project, including general direction, review and approval of the services provided.

V. INSURANCE

The Contractor shall maintain insurance coverage as specified in RFP #14/15-20, which said RFP #14/15-20 is incorporated by reference and made a part hereof. An insurance certificate consistent with the provisions of RFP #14/15-20 shall be provided to the County prior to the issuance of the Notice to Proceed and commencement of any work.

VI. <u>CHOICE OF LAW/FORUM</u>

The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of the Agreement or regarding the rights, remedies, obligations or liabilities of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

VII. INDEMNIFICATION STATEMENT

The YMCA of Florida's First Coast, Inc. agrees to defend, protect, indemnify and hold harmless the County and all its principals, employees, officers, agents and servant liabilities and costs and all damages, including reasonable attorney's fees and court costs, asserted against the Indemnities or any of them by reason of injury to the persons or property of others which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to The YMCA of Florida's First Coast, Inc., in the performance of its duties and obligations under this Agreement, or to any of the employees, officers, agents or servants, or to any subcontractor of The YMCA of Florida's First Coast, Inc. The YMCA of Florida's First Coast, Inc., obligations under this paragraph shall also apply to actions by third parties performed on behalf of The YMCA of Florida's First Coast, Inc. pursuant to this Agreement.

VIII. <u>FORCE MAJEURE</u>

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties: Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

IV. PUBLIC RECORDS LAW

The Contractor (as used herein, the term "Contractor" means the vendor or other party in the Agreement or Contract providing construction, labor, materials, professional services, and/or equipment to the County hereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement or Contract identifying such entity), acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under this Agreement or Contract and that the Public Records Laws control over any contrary terms in this Agreement or Contract. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with Public Records Laws, and in particular to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement or Contract;
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and,
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the Agreement or Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

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

X. <u>TERMINATION</u>

The County may terminate this Agreement for its convenience. In this event, the Contractor shall be compensated for work satisfactorily completed and for irrevocable commitments made.

XI. GENERAL CONDITION

This Agreement constitutes the entire agreement between the County and the Contractor and supersedes all prior written or oral understandings between the parties. This Agreement may only be amended, supplemented, or modified by a written instrument signed by authorized representatives of each party.

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

CONTRACTOR

YMCA of Florida's First Coast, Inc.

Print Name: Penelove A. Tuber

Title: EVP-COORD CFO

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

Diane Hutchings, Chairman

ATTEST:

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

COUNTY



Agenda Item Clay County Board of County Commissioners

> Clay County Administration Building Tuesday, April 18 3:00 PM

TO: Committee

DATE:

FROM: Finance Dept.

SUBJECT: Approval of Addendum to Agreement No. 12/13-112, with Ambulance Medical Billing company for Billing and Claims Management Services. This addendum allows for a six month extension. Funding Source:001-0201-534600 (General Fund - Finance - Temp Labor/Billing/Collections/Mgmt) (C. Meng)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Staff recommends and vendor agrees to extending the term of the agreement for an additional six month period to allow staff time to issue a new Request For Proposals for ambulance billing services. These services have not been bid since 2013.

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

Funding Source: General Fund - Finance - Temp Labor/Billing/Collections/Mgmt

Account # 001-0201-534600 Amount - As needed

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

ATTACHMENTS:

- Description
- Addendum

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	e Thomas, Karen	Approved	4/13/2017 - 2:22 PM	1
County Manager	Kopelousos, Stephanie	Approved	4/13/2017 - 3:23 PM	1

	AGREEMENT/CONTRACT REVIEW FORM	MEETING DATE						
	DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED							
DATE:	4/13/17							
Staff Member Preparing Form:	Clayton Meng							
Department Submitting Contract:	Finance							
Vendor Name:	Medical Accounts Receivable Systems							
Contract Title:	Medical Accounts Receivable Systems Addendum to Billing and Claims Management,	Agreement 12/13-112						
	SUMMARY (TO BE COMPLETED BY DEPARTMENT)							
1. New Contract	Y N 9. Contract Amount (*Detail negotiation efforts below) 4.65 9	To (Estimatedat 10						
2. Renewal/Amend./Supplement	Y N 10. Last Year's Price (*If increase explain below) 44.65 % (Es	timated at 100K)						
Sole Source **(explain below)	Y** N. 11. Date of Original Contract May 1, 2017 - Oct 31,	2017						
Quotes/bid policy met	Y N 12. Number of Renewals N/A							
5. Need to waive bid policy	Y N 13. Length of Term 6 months							
6. Automatic renewal	n/a 🕥							
7. Standard Addendum Executed	Y N Requested Action: Approval of Addendum to t	extendour						
8. Advance Payment Required	Y N Requested Action: Approval of Addendum to t Y N Ambulance Billing Services for 6 mon	ths. No						
	Change in contractual terms.							
Funding Source	J							
	Background/Purpose: Ambulance Billing Service e	Xtension						
Account Number:	to allow for REP.							
001-0201-534600								
Account Name:								
Temphabor Bill Coll Mant								

Approvals

170

Purchasing:	No Changes	With Changes	Recommended Changes:
Review Date:	V		
	1	1	
Budget:	No Changes	With Changes	
Review Date: 4/13/17	~		
Finance:	No Changes	With Changes	
Review Date:	g Ki	pree	*Price Negotiation Efforts:
County Attorney	No Changes	With Changes	
Review Date:		Changes	
** Sole Source Ex	planation: _		

ADDENDUM TO AGREEMENT #12/13-112

This Addendum to the BILLING AND CLAIMS MANAGEMENT AGREEMENT, Agreement #12/13 – 112, originally entered into on May 1, 2013 (the "Agreement") is made effective April 25, 2017, (the "Effective Date") and is entered into:

Between:	Medical Accounts Receivable Systems, formally known as Credit Bureau Systems, Inc. and doing business as Ambulance Medical Billing ("AMB") ("CONTRACTOR"), a corporation organized and existing under the laws of the Commonwealth of Kentucky, with its head office located at:
	100 Fulton Court Paducah, KY 42001
And:	Clay County, a political subdivision of the State of Florida, (the "CLIENT"), with its Department
	of Public Safety, with offices located at:
	2519 State Road 16 West
	Green Cove Springs, FL 32043

RECITALS

On May 1, 2013, a BILLING AND CLAIMS MANAGEMENT AGREEMENT, Agreement #12/13-112, was entered into between Fidelis EMS Billing, LLC and Clay County(the "Agreement").

On December 31, 2015, the Agreement was assigned by Fidelis EMS Billing, LLC to Credit Bureau Systems, Inc.

The Agreement was for a term of three years, May 1, 2013 to April 30, 2016, and then an automatic renewal for a successive one year period to April 30, 2017.

The parties hereto would like to extend the Agreement for an additional 6 month period, from May 1, 2017 to October 31, 2017.

Accordingly, the parties hereto agree to this Addendum to the Agreement as follows:

- 1. The Agreement is hereby amended by this Addendum to extend the term of the Agreement by six (6) months, from May 1, 2017 to October 31, 2017. The Agreement shall thereafter terminate effective as of midnight October 31, 2017.
- 2. As provided for in the Agreement, the proposed contingency rate shall be 4.65% of all net collected revenue.
- 3. All other terms, conditions, promises, and covenants contained in the Agreement not amended herein shall continue to apply as originally written and agreed upon.

For and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT and CONTRACTOR hereby enter into this Addendum as of April 25, 2017.

Clay County Board of County Commissioners

Medical Accounts Receivable Systems, formally known as Credit Bureau Systems, Inc. and doing business as Ambulance Medical Billing ("AMB") ("CONTRACTOR")

Ву:_____

Ву: _____

Title: _____ Date: _____

Title: _____ Date: ____ ATTEST:

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



Agenda Item Clay County Board of County Commissioners

> Clay County Administration Building Tuesday, April 18 3:00 PM

TO: Finance & Audit Committee

DATE: 4/12/2017

FROM: Clayton Meng

SUBJECT:

Approval of a Resolution to update the Non-CIE portion of the Capital Improvement Program and implementing budget transfers. This amendment will move \$72,770 in matching funds to the Fleming Island Multipurpose Fields, combine \$19,215 with the Fleming Island Baseball Park project, move \$75,000 from the Parks and Recreation Matching project to the Omega Park Project for concession stands/bathrooms, move \$195,050 from the Moody Park Special Needs project to the Oakleaf Parking Lot, move the remaining \$170,000 from the Parks and Recreation Matching project to the Oakleaf Parking Lot, and move \$21,261 from the Moody Ave/Ball Park Drainage project to the Oakleaf Parking Lot project. Funding Sources: CIP Fund 305 - Various - Infrastructure (C. Meng)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The revised Capital Improvement Program is presented for BCC consideration in the form of a Resolution. Improvements addressed in the Capital Improvement Program which are non-comprehensive plan related are listed in Section II of Exhibit A.

Exhibit B of the Resolution identifies the funding sources for the improvements.

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

Funding Sources: CIP Fund - Various - Infrastructure

ACCOUNT PROJECT

<u>AMOUNT</u>

305-6038-563000	Parks & Recreation - Match	(245,000)
305-6047-563000	Fleming Island Ball Park	(72,770)
305-6048-563000	Moody Avenue Ball Field/Drainage	(21,261)
305-6052-563000	Fleming Island (Baseball Park)	(19,215)
305-6061-563000	Oakleaf Community Park	386,311
305-6062-563000	Multipurpose Field @ Fleming Island (FIAA)	72,770
305-6063-563000	Fleming Island Baseball Park	19,215
305-6068-563000	Omega Land Park	75,000
305-6075-563000	Moody Park - Special Needs	(195,050)

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

ATTACHMENTS:

Description

- Memorandum
- D Schedule
- Resolution amending Non-CIE

REVIEWERS:

Departmen	t Reviewer	Action	Date	Comments
Finance	Meng, Clayton	Approved	4/13/2017 - 2:39 PM	
Finance	Meng, Clayton	Approved	4/13/2017 - 2:40 PM	
County Manager	Kopelousos, Stephanie	Approved	4/13/2017 - 3:24 PM	



CLAY COUNTY FLORIDA

Finance Department

Mailing Address:

P.O. Box 988 Green Cove Springs, FL 32043

Physical Address:

477 Houston Street 4th Floor, Admin. Building Green Cove Springs, FL 32043

Area Code: 904 Phone: 529-3646 278-3646 Fax: 278-4749

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

MEMORANDUM

TO: Finance and Audit Committee

FROM: Clayton Meng, Finance Director

DATE: April 18, 2017

RE: Approval of Resolution Amending the Non-CIE Portion of the Clay County Capital Improvement Program and implementing budget transfers.

****REQUESTED ACTION**: Approval of a Resolution to update the Non-CIE portion of the Capital Improvement Program and implementing budget transfers.

<u>Background</u>: This amendment will move \$72,770 in matching funds to the Fleming Island Multipurpose Fields, combine \$19,215 with the Fleming Island Baseball Park project, move \$75,000 from the Parks and Recreation Matching project to the Oakleaf Park Project for concession stands/bathrooms, move \$195,050 from the Moody Park Special Needs project to the Oakleaf Parking Lot, move the remaining \$170,000 from the Parks and Recreation Matching project to the Oakleaf Parking Lot, and move \$21,261 to from the Moody Ave/Ball Park Drainage project to the Oakleaf Parking Lot project.

The revised Capital Improvement Program is presented for BCC consideration in the form of a Resolution. Improvements addressed in the Capital Improvement Program which are non-comprehensive plan related are listed in Section II of Exhibit A.

Exhibit B of the Resolution identifies the funding sources for the improvements.

	CLAY COUNTY, FLOR Revenue Analysis for Capital Improv Non-Bond Projects On FY 2015-16 TO FY 2020 BCC APPROVED 04/25	vement Element ly -21				
	2015-16 Actual	2016-17	2017-18	2018-19	2019-20	2020-21
	Actual					
Sales Tax Revenues						
Prior Year Carry Forward	21,544,461	20,213,587	2,313,993	10,088,129	24,782,335	44,447,693
Local Option Sales Tax Receipts	17,617,694	18,240,663	18,681,791	19,133,586	19,596,308	20,070,221
Interest Earnings	18,475	990	4,320	10,620	19,050.00	27,680
Subtotal	39,180,630	38,455,240	21,000,104	29,232,335	44,397,693	64,545,594
Other Revenues						
Other Revenue	44,277	50,000	50,000	50,000	50,000.00	50,000
Donation	682,547	-				
Subtotal	726,824	50,000	50,000	50,000	50,000.00	50,000
Total Funds	39,907,454	38,505,240	21,050,104	29,282,335	44,447,693	64,595,594
Less 5% of Revenues		914,583	936,806	959,710	983,268	1,007,395
Total Revenues Available to County	39,907,454	37,590,657	20,113,298	28,322,625	43,464,425	63,588,199
Expenditures						
Plan Improvements	-	7,500,000	1,000,000	3,000,000	-	
Non-Plan Improvements	19,693,867	28,691,247	9,961,975	1,500,000	-	
Total	19,693,867	36,191,247	10,961,975	4,500,000	-	
Excess of Revenues Over Expenditures						
Annually (total funds less expenditures)	20,213,587	2,313,993	10,088,129	24,782,335	44,447,693	64,595,594
Over (Under) 95 Percent	20,213,587	1,399,410	9,151,323	23,822,625	43,464,425	63,588,199

		Y COUNTY, FLO								
		2015-16 TO FY 20 n-Bond Projects (
BCC APPROVED 04/25/17										
	Improvement	2015-16 Actual	2016-17	2017-18	2018-19	2019-20	2020-21			
ection I	COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS									
	Traffic Circulation Element									
6031	CR 218 Widening from Pine to Cosmos	-	4,500,000	-	-	-	-			
6077	CR 218 Safety Improvements	-	3,000,000	-	-	-	-			
6064	Tynes Blvd Ext Non-Bond	-	-	1,000,000	3,000,000	-	-			
	Total Capital Improvement Plan Improvements	-	7,500,000	1,000,000	3,000,000	-	-			
ection II	NON-PLAN CAPITAL IMPROVEMENTS									
	<u>Transportation</u>									
6059	Equipment - Transportaton	177,400	415,000	-	-	-	-			
	Parks and Recreation			Clayton Meng:						
6038	Parks & Recreation - Match	-	-,	Moved 72,770 to bo	nd –	-				
6047	Fleming Island (Ball Park)	-	-	project #6062.	-	-				
6048	Moody Ave Ball Field/Drainage	-	78,739		_	-				
6052	Fleming Island (Baseball Park)	-	-	Clayton Meng:	-	-				
6058	Parks and Recreation Equipment	-	27,000	Moved 19,215 to b project #6063.	ond –	-				
6070	O.P.A.A. Park	20,000	-		-	-	-			
	<u>Environmental</u>									
6051	Equipment - Animal Care & Control	-	108,000	-	-	-	-			
	Public Safety									
6049	Sheriff Multipurpose	882,547	457,453	-	-	-				
6054	800 MHz	4,565,612	8,636,969	7,000,000	-	-				
6055	Station 11 Replacment	131,412	1,868,588	-	-	-				
6057	Equipment - Public Safety Non-Bond	856,335	1,441,625	-	-	-				
	Public Works									
27	Road Resurfacing	662,465	5,000,000	1,000,000	1,000,000	-				
6005	Road Paving	2,280,490	880,130	500,000	500,000	-				
6024	Storm Water - Bear Run	606,305	-	-	-	-				
6040	Drainage Storm Water	-	117,418	-	-	-				
			-	-	-	-				
	Other Projects									
58	P.A. Equipment	49,226	50,000	-	-	-				
6056	Building Maintenance	-	150,000	-	-	-				
	Debt Service									
4205	Debt Financing - transfer to Debt Service Fund	9,462,075	9,460,325	1,461,975	-	-				
	Total Non-Plan Improvements	19,693,867	28,691,247	9,961,975	1,500,000	-				
	Grand Total - Improvements	19,693,867	36,191,247	10,961,975	4,500,000	-				

CLAY COUNTY, FLORIDA Revenue Analysis for Capital Improvement Element Bond Projects Only FY 2015-16 TO FY 2020-21 BCC APPROVED 04/25/17								
	2015-16 Actual	2016-17	2017-18	2018-19	2019-20	2020-21		
Sales Tax Revenues								
Prior Year Carry Forward Interest Earnings	20,942,137 111,458	19,380,294 65,000	4,979,868 16,000	995,868 5,000	1,002,868 5,000	1,009,868 5,000		
Subtotal	21,053,595	19,445,294	4,995,868	1,000,868	1,007,868	1,014,868		
Other Revenue								
FDOT Grant	-	404,929		-	-	-		
Subtotal		404,929	-	-	-	-		
Total Funds	21,053,595	19,844,223	4,995,868	1,002,868	1,009,868	1,016,868		
Less 5% of Revenues	5,573	23,496	800	250	250	250		
Total Revenues Available to County	21,048,022	19,820,727	4,995,068	1,002,618	1,009,618	1,016,618		
Expenditures								
Plan Improvements	10,654	5,015,000	4,000,000	-	-	-		
Non-Plan Improvements	1,662,647	9,849,355	-	-	-	-		
Total	1,673,301	14,864,355	4,000,000	-	-	-		
Excess of Revenues Over Expenditures								
Annually (total funds less expenditures)	19,380,294	4,979,868	995,868	1,002,868	1,009,868	1,016,868		
Over (Under) 95 Percent	19,374,721	4,956,372	995,068	1,002,618	1,009,618	1,016,618		

	CLAY COUNTY, FLORIDA FY 2015-16 TO FY 2020-21 Bond Projects Only BCC APPROVED 04/25/17								
	Improvement	2015-16 Actual	2016-17	2017-18	2018-19	2019-20	2020-21		
Section I	COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS								
	Traffic Circulation Element								
6076	Challenger Center Roadway	10,654	1,000,000	-	-	-	-		
6065	CR 220 (CR209 to Knight Boxx)	-	955,000	4,000,000	-	-	-		
6064B	Tynes Blvd Ext Bond	-	3,060,000	-	-	-	-		
	Total Capital Improvement Plan Improvements	10,654	5,015,000	4,000,000	-	-	-		
Section II	NON-PLAN CAPITAL IMPROVEMENTS								
	Parks and Recreation			Clayton Meng: Increased by 72,770	from				
6061	Oakleaf Community Park	38,566	760,000 🖌	Non-bond #6047.	-	-	-		
6062	Multipurpose Field @ Fleming Island (FIAA)	-	817,770			-	-		
6063	Fleming Island Baseball Park	-	1,019,215		-	-	-		
6066	Spring Park - Reno	187,735	512,265	\ -	-	-	-		
6068	Omega Land Park	-	290,000	Clayton Meng: Increased by 19,215 ft	-	-	-		
6069	OP Skate Park	360,000	- \	non-bond project 6052		-	-		
6075	Moody Park -Special Needs	495	-		-	-	-		
	Other Projects			Clayton Meng: Increased by 75K to fo	r				
6067	Fairgrounds Improvements	29,395	1,470,605	concession stand/bathrooms.	-	-	-		
6057B	<u>Public Safety</u> Equipment - Public Safety - Bond		1,630,000	_	_	_	_		
005715		_	1,050,000						
	Public Works								
6071	RR Crossing	12,500	849,500	-	-	-	-		
6072	Sandridge Box Culvert	-	2,500,000	-	-	-	-		
6073B	Oakleaf Box Culvert - Bond	560,457	-	-	-	-	-		
6074	Public Works Equipment	473,499	-	-	-	-	-		
	Total Non-Plan Improvements	1,662,647	9,849,355	-	-	-	-		
	Grand Total - Improvements	1,673,301	14,864,355	4,000,000	-	-	-		

	Exhibit B Table 2. Clay County Capital Program	Revenue Sou	rces			
	CLAY COUNTY, FLORIDA Revenue Analysis for Capital Improvem CIP Combined FY 2015-16 TO FY 2020-21					
	BCC APPROVED 04/25/17					
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
	Actual					
Sales Tax Revenues						
Prior Year Carry Forward	42,486,598	39,593,881	7,293,861	11,083,997	25,785,203	45,457,562
Local Option Sales Tax Receipts	17,617,694	18,240,663	18,681,791	19,133,586	19,596,308	20,070,221
Interest Earnings	129,933	65,990	20,320	15,620	24,050	32,680
Subtotal	60,234,225	57,900,534	25,995,972	30,233,203	45,405,562	65,560,462
Other Revenues						
Other Revenue	44,277	50,000	50,000	50,000	50,000	50,000
FDOT Grant	-	404,929	-	-	-	-
Donation	682,547	-	-	-	-	-
Subtotal	726,824	454,929	50,000	50,000	50,000	50,000
Total Funds	60,961,049	58,355,463	26,045,972	30,283,203	45,455,562	65,610,462
Less 5% of Revenues		938,079	937,606	959,960	983,518	1,007,645
Total Revenues Available to County	60,961,049	57,417,384	25,108,366	29,323,243	44,472,044	64,602,817
Expenditures						
Plan Improvements	10,654	12,515,000	5,000,000	3,000,000	-	-
Non-Plan Improvements	21,356,514	38,540,602	9,961,975	1,500,000	-	-
Total	21,367,168	51,055,602	14,961,975	4,500,000	-	-
Excess of Revenues Over Expenditures						
Annually (total funds less expenditures)	39,593,881	7,299,861	11,083,997	25,783,203	45,455,562	65,610,462
Over (Under) 95 Percent	39,593,881	6,361,782	10,146,391	24,823,243	44,472,044	64,602,817

	······································	ounty Capital In								
	CLAY COUNTY, FLORIDA FY 2015-16 TO FY 2020-21 CIP Combined									
		PPROVED 04/25	5/17							
	Improvement	2015-16 Actual	2016-17	2017-18	2018-19	2019-20	2020-21			
ection I	COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS									
	Traffic Circulation Element									
6076	Challenger Center Roadway	10,654	1,000,000	-	-	-				
6031	CR 218 Widening from Pine to Cosmos	-	4,500,000	-	-	-				
6077	CR 218 Safety Improvements	-	3,000,000	1 000 000						
6065	CR 220 (CR209 to Knight Boxx)	-	955,000	4,000,000	-	-				
6064B	Tynes Blvd Ext Bond	-	3,060,000	-	-	-				
6064	Tynes Blvd Ext Non-Bond	-	-	1,000,000	3,000,000	-				
	Total Capital Improvement Plan Improvements	10,654	12,515,000	5,000,000	3,000,000	-				
ection I	I NON-PLAN CAPITAL IMPROVEMENTS									
60. 7 0	<u>Transportation</u>	155 100								
6059	Equipment - Transportaton	177,400	415,000	-	-	-				
	Parks and Recreation									
6038	Parks & Recreation - Match	-	-	-	-	-				
6047	Fleming Island (Ball Park)	-		-	-	-				
6048	Moody Ave Ball Field/Drainage	-	78,739	-	-	-				
6052	Fleming Island (Baseball Park)	-	-	-	-	-				
6058	Parks and Recreation Equipment	-	27,000	-	-	-				
6061	Oakleaf Community Park	38,566	760,000	-	-	-				
6062	Multipurpose Field @ Fleming Island (FIAA)	-	817,770	-	-	-				
6063	Fleming Island Baseball Park	-	1,019,215	-	-	-				
6066	Spring Park - Reno	187,735	512,265	-	-	-				
6068	Omega Land Park	-	290,000	-	-	-				
6069	OP Skate Park	360,000	-	-	-	-				
6070	O.P.A.A. Park	20,000	-	-	-	-				
6075	Moody Park -Special Needs	495	-	-	-	-				
6051	Environmental		100.000							
6051	Equipment - Animal Care & Control	-	108,000	-	-	-				
	Public Safety									
6049	Sheriff Multipurpose	882,547	457,453	-	-	-				
6054	800 MHz	4,565,612	8,636,969	7,000,000	-	-				
6055	Station 11 Replacment	131,412	1,868,588	-	-	-				
6057	Equipment - Public Safety Non-Bond	856,335	1,441,625	-	-	-				
6057B	Equipment - Public Safety - Bond	-	1,630,000	-	-	-				
	Public Works									
27	Road Resurfacing	662,465	5,000,000	1,000,000	1,000,000	-				
6005	Road Paving	2,280,490	880,130	500,000	500,000	-				
6024	Storm Water - Bear Run	606,305	-	-	-	-				
6040	Drainage Storm Water	-	117,418	-	-	-				
6071	RR Crossing	12,500	849,500	-	-	-				
6072	Sandridge Box Culvert	-	2,500,000	-	-	-				
6073B	Oakleaf Box Culvert - Bond	560,457	-	-	-	-				
6074	Public Works Equipment	473,499	-	-	-	-				
	Other Projects									
58	P.A. Equipment	49,226	50,000	-	-	-				
6056	Building Maintenance	-	150,000	-	-	-				
6067	Fairgrounds Improvements	29,395	1,470,605	-	-	-				
	Debt Service									
4205	Debt Financing - transfer to Debt Service Fund	9,462,075	9,460,325	1,461,975	-	-	1			
	Total Non-Plan Improvements	21,356,514	38,540,602	9,961,975	1,500,000	-				
	Grand Total - Improvements	21,367,168	51,055,602	14,961,975	4,500,000	-	1			

CLAY COUNTY RESOLUTION 16/17-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING SECTION II OF TABLE 1 COMPRISING NON-CAPITAL IMPROVEMENT ELEMENT IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE.

Recitals

WHEREAS, The Table attached and incorporated herein as Exhibit A entitled "Clay County Capital Improvements," hereinafter referred to as "Table 1", contains CIE improvements in Section I and Non-CIE improvements in Section II, and changes to each type of improvement are accomplished in a different manner; and,

WHEREAS Amendments to the list of Non-CIE improvements in Section II of Table 1 may be accomplished by resolution; and

WHEREAS, When additions or deletions are made to Section II of Table 1, then changes must be made to Table 2 attached and incorporated herein as Exhibit B, and entitled "Clay County Capital Program Revenue Sources", to reflect and be consistent with the changes in Section II of Table 1; and,

WHEREAS, It is necessary to make changes to Section II of Table 1 by resolution.

Be It Resolved by the Board of County Commissioners of Clay County:

Section 1

Section II of Table 1 as depicted in Exhibit A attached hereto and incorporated herein is amended to make necessary changes as directed by the Clay County Board of County Commissioners.

Section 2.

Table 2 as depicted in Exhibit B which is attached hereto and incorporated by reference herein is amended to make it consistent with Table 1.

Section 3.

With respect to the Tables referenced in <u>Section 1</u> above, the legal effect of this Resolution is that upon its effective date:

- (A) Funds for capital projects identified in the Tables shall only be expended consistent therewith; and,
- (B) To the extent that corrections, updates, and modifications concerning costs, revenue sources, acceptance of facilities pursuant to dedications which are inconsistent with the Tables, or a change in the date of construction of the capital projects identified in the Tables are proposed, such may only be implemented by amendment hereto.
- (C) Nothing in this Resolution shall have any effect on the improvements listed in Section I of Table 1. This Resolution shall be construed only to amend Section II of Table 1.

Section 4.

This resolution shall take effect immediately upon its adoption.

DULY ADOPTED, by the Board of County Commissioners, Clay County, Florida, this 25th day of April 2017.

BOARD OF COUNTY COMMISSIONERS CLAY COUNTY, FLORIDA

Wayne Bolla Its Chairman

ATTEST:

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



Agenda Item Clay County Board of County Commissioners

> Clay County Administration Building Tuesday, April 18 3:00 PM

TO: Finance & Audit Committee

DATE: 4/5/2017

FROM: S.C. Kopelousos

SUBJECT: Update on County projects.

AGENDA ITEM TYPE:

REVIEWERS:

Department Reviewer Budget Goodermote, Office Angela Action Approved Date Comments 4/5/2017 - 9:49 AM Item Pushed to Agenda