



FINANCE AND AUDIT COMMITTEE MEETING MINUTES

May 2, 2017

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

PUBLIC COMMENTS

Chairman Cella opened the public comment period.

James Otto, 2910 Blanding Boulevard, Middleburg, voiced his approval of the user agreement with YMCA, disagreement with spending money on the Oakleaf Ballfield Parking Lot, impact fees, issues with Advanced Disposal, parking lot issues at the Administration Building, and how he would like to be able to speak on every Committee agenda item as they are presented during the meeting.

There being no further public comments, the Chairman closed the public comment period.

1. YMCA User Agreement-Camp Chowenwaw Summer Camp Operation
Approval of the User Agreement with the YMCA of Florida's First Coast, Inc., for the operation of a summer youth camp at Camp Chowenwaw, comprising a contract term extending from May 15, 2017 to October 31, 2017, with reimbursement to the County at a rate not to exceed \$3,506.25. Funding Source: Not Applicable / Revenue (J. Householder)

After discussion, Commissioner Gavin Rollins moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the May 9th Consent Agenda.
2. Bid #15/16-29, Construction of Oakleaf Ballfield Parking Lot
Approval to post notice of intent and award Bid #15/16-29, Construction of Oakleaf Ballfield Parking Lot to Besch & Smith Civil Construction Group, Inc. at a cost of \$732,453.68 for Phase I. Approval will be effective after 72 hour bid protest has expired, assuming no protests are received. Additional approval of Construction Agreement is requested. Funding Source: 305-6061-563000 (CIP Fund / Oakleaf Community Park / Infrastructure) (J.

Householder)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gavin Rollins, and Carried 2 - 0, to pull for full Board discussion at the May 9th BCC meeting.

3. Bid #16/17-13, HVAC Control System Diagnostics and Replacement at the Clay County Courthouse

Approval to post notice of intent and award Bid #16/17-13, HVAC Control System Diagnostics and Replacement at the Clay County Courthouse to Certified Control Systems for a cost of \$98,372.00. Approval will be effective after 72 hour bid protest has expired, assuming no protests are received. Funding Source: 106-1000-546100 (Court Facility Fund / Court Facilities / Repairs and Maintenance) (J. Householder)

After discussion, Commissioner Gavin Rollins moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, to pull for full Board discussion at the May 9th BCC meeting.

4. Addendum No. 38 to Agreement #92/93-171, Jones Edmunds & Associates, Inc.

Approval of Addendum No. 38 to Agreement #92/93-171 with Jones Edmunds and Associates, Inc., for professional services regarding compliance requirements associated with landfill permits, for a period of approximately one year, at the maximum cost of \$243,500.00. Funding Source: 401-3802-531300 (Solid Waste Fund / Environmental Svcs / Engr, Arch & Appraisal) (A. Altman)

After discussion, Commissioner Gavin Rollins moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the May 9th Consent Agenda.

5. Position Re-classification

Approval to reclassify the part-time Secretary position which currently exist in the Facilities & Maintenance Department to part-time Education and Volunteer Coordinator. (J. Bethelmy)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gavin Rollins, and Carried 2 - 0, approval to go before the Board on the May 9th Consent Agenda.

6. Replay Systems Purchase

Approval of sole source purchase from Replay Systems in the amount of \$208,649.65 for hardware, software and licensing to fully implement a complete recording and backup solution that will integrate the radio recordings with the 911 recorders which is necessary with the implementation

of the new radio system. The system will record all radio channels and back up the data to the EOC backup recorder. Further approval of advance payment is requested as a portion of the project will require advance payment. Funding Source: 305-6054-564100 (CIP Fund / 800 MHz Project / M&E-Capitalized) (T. Nagle)

After discussion, Commissioner Gavin Rollins moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, to pull for full Board discussion at the May 9th BCC meeting.

COUNTY MANAGER/CLERK OF THE BOARD

7. County Project Update
Update on County projects.

Prior to presenting the County project update, County Manager Kopelousos mentioned a recent name change with a vendor whose agreement was recently approved by the Board. She received approval from the Committee to bring the new agreement with the name change directly to the full Board on the Consent Agenda.

Following, the County Manager presented the update of County projects. This included an update from Lorin Mock, Fire Chief, on the 800 MHz System.

There being no further business, the meeting was adjourned at 3:29 P.M.

Attest:

Committee Chairman

Recording Secretary



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 2 3:00 PM

TO: Finance and Audit Committee

DATE: 4/17/2017

FROM: Administrative and Contractual Services

SUBJECT: Approval of the User Agreement with the YMCA of Florida's First Coast, Inc., for the operation of a summer youth camp at Camp Chowenwaw, comprising a contract term extending from May 15, 2017 to October 31, 2017, with reimbursement to the County at a rate not to exceed \$3,506.25. Funding Source: Not Applicable / Revenue (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This contract will allow for a summer day camp at Camp Chowenwaw Park and a reimbursement of the County's cost in operating the facility.

Is Funding Required (Yes/No):

No

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

No

Funding Source: Not Applicable

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

Planning Requirements:

Public Hearing Required (Yes/No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

▯ [User Agreement-YMCA Summer Camp-Camp Chowenwaw](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	4/19/2017 - 4:18 PM	
County Manager	Kopelousos, Stephanie	Approved	4/26/2017 - 9:57 PM	

RECEIVED

APR 13 2017

AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE
8cc 5-2-17
F+A 5-2-17

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

Clay County Attorney's Office

DATE: April 4, 2017
Staff Member Preparing Form: Lynn Higgs
Department Submitting Contract: Parks and Recreation
Vendor Name: YMCA of Florida's First Coast, Inc.
Contract Title: User Agreement Between Clay County Board of County Commissioners and YMCA of Florida's First Coast, Inc. for the Operation of a Summer Camp at Camp Chowenwaw County Park

SUMMARY (TO BE COMPLETED BY DEPARTMENT)

1. New Contract	Y	N	9. Contract Amount (*Detail negotiation efforts below) \$3,506.25 to be paid to CCBOCC for rental of the buildings/facilities at Camp Chowenwaw Park.
2. Renewal/Amend./Supplement	Y	N	10. Last Year's Price (*If increase explain below) N/A
3. Sole Source **(explain below)	Y**	N	11. Date of Original Contract N/A
4. Quotes/bid policy met	n/a	N	12. Number of Renewals * Please refer to Requested Action field below.
5. Need to waive bid policy	n/a	N	13. Length of Term May 15, 2017 through October 31, 2017.
6. Automatic renewal	n/a	N	
7. Standard Addendum Executed	Y	N	Requested Action: Approval of User Agreement with the option for *2 more renewal terms included.
8. Advance Payment Required	Y	N	

Funding Source

Account Number: N/A
Account Name: N/A
Background/Purpose: To provide summer day camp at Camp Chowenwaw Park.

Approvals

Purchasing: <i>22</i>	No Changes	With Changes
Review Date: 4-10-17	✓	

Recommended Changes: _____

Budget: <i>22</i>	No Changes	With Changes
Review Date: 4-10-17	✓	

*Price Negotiation Efforts: _____

Finance: <i>65</i>	No Changes	With Changes
Review Date: 4/10/17	✓	

County Attorney: <i>607</i>	No Changes	With Changes
Review Date: 4-13-17	✓	

** Sole Source Explanation: _____

RECEIVED
PURCHASING DIVISION
2017 APR - 7 A 9:54
CLAY COUNTY BOARD OF COMMISSIONERS

AGREEMENT # _____

USER AGREEMENT BETWEEN CLAY COUNTY BOARD OF COUNTY
COMMISSIONERS AND
YMCA OF FLORIDA'S FIRST COAST, INC.
FOR THE OPERATION OF A SUMMER CAMP AT
CAMP CHOWENWAW COUNTY PARK

This User Agreement is made and entered into in duplicate this _____ day of _____, 2017, by and between Clay County, a Political Subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and its Board of County Commissioners and the YMCA of Florida's First Coast, Inc., a non-profit organization, (hereinafter referred to as the "YMCA").

WITNESSETH:

WHEREAS, the YMCA desires to provide a summer day camp at Camp Chowenwaw Park, and

WHEREAS, the COUNTY desires to assist the YMCA in such efforts by providing the necessary facilities, and

WHEREAS, the COUNTY has acquired the property with funding from the Florida Communities Trust (FCT) and the Property is subject to certain limitations provided in the FCT Declaration of Restrictive Covenants which is Exhibit "B" to the Warranty Deed recorded in Official Record Book 2694, Page 436, of the public records of Clay County, FL; and

WHEREAS, as part and condition of the FCT funding, the COUNTY provided and FCT approved a Management Plan for the project site, and together with the Agreement, the terms of which are hereby incorporated herein by reference; and

WHEREAS, the COUNTY intends that the historic and natural resources and recreational values of the Property be preserved and enhanced in accordance with the Management Plan as it may be amended from time to time only after review and approval by FCT; and

WHEREAS, Clay COUNTY'S standard addendum to all Contracts and Agreements and the Scrutinized Companies Certification are attached hereto as, Composite Exhibit "A" and made a part hereof, and

WHEREAS, all activities by the COUNTY and the YMCA shall be consistent with the Agreement and Management Plan.

For this, the COUNTY and YMCA agree as follows:

1. The YMCA shall employ a Camp Director to be directly responsible for the Summer Camp (Camp) Program.
2. The Camp Director shall be responsible to the COUNTY or its designee on matters relating to the physical facilities, including but not limited to its use, equipment and care; participant conduct; and requests for special use activities.
3. The Camp Director shall be responsible and answerable to the YMCA Program Director on all matters relating to the operations of the Summer Camp Program, including but not limited to instructions, registration, supervision, and materials or supplies.
4. The YMCA may include archery instruction as part of the summer camp activities, provided that:
 - a. YMCA staff and volunteers follow a recognized safety program specific for archery instruction which includes details on equipment design, range and target design, instructor training, and range operation; and
 - b. A copy of the safety program is provided to, and approved by, the COUNTY, at least 30 days prior to beginning archery activities.
5. The YMCA shall reimburse the COUNTY for the following expenses:
 - a. The approved reimbursement expense is for use of the pool by summer camp participants during normal pool operating hours, the use of the Kiwita Nature Center Building for 12 hours a day, five days a week, Monday through Friday (6:30 AM – 6:30 PM), and Orange Blossom as described in Attachment B. Reimbursement shall be at a rate not to exceed \$3506.25. Fees are not rental payment, but merely a reimbursement of the COUNTY'S cost in operating the facility.
 - b. The end date of summer camp, number of days of camp operation, and season total reimbursement amount are specified in Attachment B. The number of days may be increased at the request of the YMCA to coincide with the last week of the Clay County School District summer break. Request for such adjustment shall be made in writing by March 1st each year. If the requested facility is available for the additional dates, such request shall be granted by the COUNTY.

- c. Cancellation of the use of Kiwita Nature Center Building by the YMCA for staff training or parent orientation requires 30 days advance notice to avoid being charged for the reservation. Reimbursement for these purposes shall also be made to the COUNTY once per month.
6. The first term of this Agreement shall begin on May 15, 2017 and shall terminate on October 31, 2017. The YMCA shall have the option to renew this Agreement for two additional one year terms by notifying the County no later than October 15, 2017 of the desire to renew. Upon receipt of said written notice, the parties agree to negotiate a renewal agreement for an additional term of one year effective November 1 through October 31 of the applicable renewal year.
7. YMCA will provide the COUNTY a certificate of insurance with coverage as required in Attachment A for the program outlined in this Agreement.
8. YMCA agrees to be responsible for any damage to the facilities caused by the use of said facilities for the purposes of this Agreement. Damage assessment will be determined by the COUNTY or its designee. The facility will be inspected prior to the start of Summer Camp Programs and again at the end of Summer Camp Programs and appropriate determination made at that time. A YMCA representative shall accompany COUNTY representative during all facility inspections.
9. If at any time during the period of use, YMCA discovers any damage to the COUNTY facilities, it shall be reported immediately to the COUNTY.
10. The modular playground unit and accompanying playground area (playground) at the facility has an expressed intended use by children who are ages 12 years and under. The YMCA shall not permit use of the playground by anyone other than the expressed appropriate user. A YMCA adult representative must be physically present in the playground area in order for the area to be determined acceptable for use by the Summer Camp Program. The YMCA acknowledges and agrees that at no time shall it be permissible to leave Summer Camp Participants (minors) unattended.
11. The facilities being used in conjunction with the Summer Camp Program will be cleaned by a YMCA representative on a daily basis. This shall include classrooms, bathrooms, kitchens, and any other rooms that have been approved for use by YMCA. All trash will be bagged and put into the dumpster on site, NOT in outdoor trash bins intended for use by other park visitors. Dumpster will be used by YMCA for this purpose only. The COUNTY will supply janitorial

and cleaning supplies, including paper towels, toilet paper and similar items to be used by the Summer Camp Program. On Fridays and any other days immediately preceding a day when the facilities will not be used by the YMCA, the facilities will be left in a condition ready for use by another customer the next day. This means that all decorations, supplies, and materials related to the Summer Camp Program will be removed from the facilities or stored in designated areas and cleaning as described above will be done after the Summer Camp Participants have left the premises.

12. Summer Camp Participants (minors) will not be permitted outside once Summer Camp Program starts without YMCA adult supervision.
13. YMCA staff will remain at the Summer Camp Program site until all Summer Camp Participants (minors) have left the premises, and acknowledges that the COUNTY will not be held liable for Summer Camp Participants (minors) left unsupervised.
14. YMCA agrees to defend, indemnify and hold harmless the COUNTY against any loss, damage, and expense or claim arising from the negligent acts of YMCA, its agents or employees in performance of duties associated with this Agreement.
15. The COUNTY reserves the right to perform necessary maintenance or repairs to the facilities at any time or as needed.
16. A locking storage area will be assigned to the YMCA for use by the Summer Camp Program.
17. The YMCA acknowledges and understands that Camp Chowenwaw Park is a Public Park and shall remain open to the public at all times.
18. The use of facilities for the performance of programs other than the defined YMCA Summer Camp and its associated activities is strictly prohibited. Any performance of such other activities, without prior authorization from the COUNTY, will be grounds for immediate termination of facility usage.
19. The YMCA agrees to use the facility solely for the purposes provided for herein and to abide by all Federal, State, and Local rules, regulations, laws and ordinances governing its activities.
20. The COUNTY in no way, either express or implied, warrants the adequacy or suitability of the facility for the use as a Summer Camp. It is the responsibility of the YMCA, by its own inspection independent of any action on the part of the COUNTY, to satisfy itself as to the suitability of the facility for its intended use.

21. The YMCA shall provide the COUNTY with proof of Florida Sales Tax Exemption 10 days prior to the first day of summer camp or 10 days prior to the first day the facilities are to be used for Summer Camp Staff training, whichever comes first. Failure to do so will result in the YMCA being responsible for sales tax on rental of the buildings provided for in this agreement.
22. The County Standard Addendum to all contracts and Agreements and the Scrutinized Companies' Statement is attached hereto as Composite Exhibit "A" and its terms specifically incorporated herein.

[The remainder of this page is intentionally blank.]

The parties agree that any amendment, revision, or modification of this Agreement must be made in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year above first written.

YMCA of FLORIDA'S FIRST COAST, INC.

Senior VP and Chief Financial Officer

Date: _____

Reviewed and approved by
Florida Communities Trust:

, Director
Office of Operations/Land and Recreation

Date: _____

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

Wayne Bolla, Chairman

Date: _____

ATTEST:

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

Composite 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 higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager

between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately

notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

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

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

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 269-6352, Ann.Mitchell@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

[The remainder of this page is intentionally blank.]

ATTEST FOR CLAY COUNTY:

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

(Corporate Seal)

County:

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

By: _____
Wayne Bolla
Its Chairman

Contractor Name: _____

By: _____

Printed Name: _____

Title: _____

Composite Exhibit "A"

Scrutinized Companies Certification

[Clay County: Summer Day Camp User Agreement for Use of Facilities at
Camp Chowenwaw Park]

Name of Company:¹ YMCA of Florida's First Coast, Inc.

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

Insert Name of Company:

YMCA of Florida's First Coast, Inc.

(Seal)

By: _____

Its _____

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

Attachment A

Insurance Requirements:

- A. Commercial General Liability
 - 1. General Aggregate \$1,000,000
 - 2. Products and Completed Operations Aggregate \$1,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. Each Occurrence \$1,000,000
 - 5. Fire Damage (any one fire) \$ 50,000
 - 6. Medical Expense (any one person) \$ 5,000
- B. Automobile Liability
 - 1. Any automobile-combined bodily injury property damage, \$1,000,000
With minimum limits for all additional coverages as required by Florida law
- C. Workers' Compensation/Employer's Liability
 - 1. Workers' Compensation Statutory Limits
 - 2. Employer's Liability
 - a. Each Accident \$ 100,000
 - b. Disease – Policy \$ 500,000
 - c. Disease – Each Employee \$ 100,000
- D. Professional Liability
 - 1. When required by contract – per occurrence \$1,000,000

The YMCA must provide proof that such insurance will be in effect from the date of commencement of the program. The YMCA must maintain coverage at the above-prescribed levels through the date of completion of the contract and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the YMCA must deliver certificates of insurance for the required insurance coverage to the COUNTY naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the COUNTY.

Attachment B

Fee Schedule and Operating Days

2017

<u>Facility</u>	<u>Price per Day</u>	<u>Number of Days in Use</u>	<u>Total</u>
<i>Kiwita Building</i>	\$75.00	54	\$4,050.00

June 12, 2017 through August 11, 2017 (6:30 AM – 6:30 PM)

Extension can be granted through August 25, if available with sufficient notice to coincide with the last week of Clay County School District 2017 summer break.

Pool use included during regular pool hours.

Excluding July 4, 2017 and July 7, 2017.

Can be used any number of days from May 15, 2017 through June 9, 2017, when available, at 15% discount.

<i>Orange Blossom</i>	\$75.00	1	\$75.00
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July 7, 2017

Facility Rental = \$4,125.00

Less 15% Discount for YMCA -\$618.75

Total for 2017 Summer Camp Season \$3,506.25



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 2 3:00 PM

TO: Finance and Audit Committee

DATE: 4/26/2017

FROM: Karen Thomas, Administrative &
Contractual Services

SUBJECT:

Approval to post notice of intent and award Bid #15/16-29, Construction of Oakleaf Ballfield Parking Lot to Besch & Smith Civil Construction Group, Inc. at a cost of \$732,453.68 for Phase I. Approval will be effective after 72 hour bid protest has expired, assuming no protests are received. Additional approval of Construction Agreement is requested. Funding Source: 305-6061-563000 (CIP Fund / Oakleaf Community Park / Infrastructure) (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Phase I provides construction of an approximately 1.07 acre asphalt parking lot. Work shall include site preparation, fill, storm water drainage, asphalt paving and concrete curbing.

Is Funding Required (Yes/No):

Yes

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

Yes

Funding Source: CIP Fund / Oakleaf Community Park / Infrastructure

Account # 305-6061-563000 Amount - \$732,453.68

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

- ▯ [Memo - Comparison](#)
- ▯ [Besch & Smith submittal](#)
- ▯ [BGCO submittal](#)
- ▯ [J D Hinson submittal](#)
- ▯ [Kirby Development submittal](#)
- ▯ [Construction Agreement](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	4/26/2017 - 4:39 PM	
County Manager	Slaybaugh, Jaclyn	Approved	4/28/2017 - 10:34 AM	

SCHEDULE OF VALUES											
BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT											
Phase I											
Schedule of Values				Besch and Smith		BGCO		Kirby		J D Hinson	
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost	UNIT PRICE	Cost	UNIT PRICE	Cost	UNIT PRICE	Cost
1	Mobilization	1.00	LS	\$ 79,072.96	\$ 79,072.96	\$ 133,500.00	\$ 133,500.00	\$ 67,593.15	\$ 67,593.15	\$132,882.75	\$ 132,882.75
2	Clearing	7.00	ACR	\$ 8,871.45	\$ 62,100.15	\$ 7,500.00	\$ 52,500.00	\$ 8,748.00	\$ 61,236.00	\$6,784.20	\$ 47,489.40
3	Grading / Striping	1.00	LS	\$ 72,679.61	\$ 72,679.61	\$ 57,650.00	\$ 57,650.00	\$ 129,082.80	\$129,082.80	\$140,986.26	\$ 140,986.26
4	Dewatering	1.00	LS	\$ 7,595.85	\$ 7,595.85	\$ 5,000.00	\$ 5,000.00	\$ 44,331.98	\$ 44,331.98	\$26,910.00	\$ 26,910.00
5	Silt Fence	2000.00	LF	\$ 2.41	\$ 4,820.00	\$ 1.00	\$ 2,000.00	\$ 1.55	\$ 3,100.00	\$3.34	\$ 6,680.00
6	Saw cut and Remove existing curb	70.00	LF	\$ 3.11	\$ 217.70	\$ 10.00	\$ 700.00	\$ 25.82	\$ 1,807.40	\$21.00	\$ 1,470.00
7	Remove existing fence and clay pitching area	1.00	LS	\$ 188.18	\$ 188.18	\$ 1,500.00	\$ 1,500.00	\$ 1,430.48	\$ 1,430.48	\$3,493.07	\$ 3,493.07
8	Temporary gravel entrance driveway	1.00	LS	\$ 1,212.52	\$ 1,212.52	\$ 2,000.00	\$ 2,000.00	\$ 2,731.20	\$ 2,731.20	\$2,680.91	\$ 2,680.91
9	Concrete sidewalk	270.00	SY	\$ 64.08	\$ 17,301.60	\$ 30.00	\$ 8,100.00	\$ 46.39	\$ 12,525.30	\$37.95	\$ 10,246.50
10	Asphalt pavement	5194.00	SY	\$ 25.72	\$ 133,589.68	\$ 26.00	\$ 135,044.00	\$ 33.17	\$172,284.98	\$38.75	\$ 201,267.50
11	Concrete curb	2500.00	LF	\$ 12.58	\$ 31,450.00	\$ 14.00	\$ 35,000.00	\$ 13.97	\$ 34,925.00	\$14.75	\$ 36,875.00
12	Type "C" inlets (35, 36, 38)	3.00	EA	\$ 2,144.74	\$ 6,434.22	\$ 2,070.00	\$ 6,210.00	\$ 1,995.88	\$ 5,987.64	\$3,152.64	\$ 9,457.92
13	Type "E" inlets (33, 37, 39)	3.00	EA	\$ 5,164.54	\$ 15,493.62	\$ 4,030.00	\$ 12,090.00	\$ 4,433.58	\$ 13,300.74	\$4,916.99	\$ 14,750.97
14	30" MES (34, 40)	2.00	EA	\$ 1,844.63	\$ 3,689.26	\$ 1,550.00	\$ 3,100.00	\$ 2,021.26	\$ 4,042.52	\$2,791.86	\$ 5,583.72
15	24" MES (41)	1.00	EA	\$ 1,368.25	\$ 1,368.25	\$ 1,250.00	\$ 1,250.00	\$ 2,225.15	\$ 2,225.15	\$2,597.30	\$ 2,597.30
16	18" RCP	183.00	LF	\$ 34.08	\$ 6,236.64	\$ 62.00	\$ 11,346.00	\$ 68.68	\$ 12,568.44	\$45.82	\$ 8,385.06
17	24" RCP	12.00	LF	\$ 82.70	\$ 992.40	\$ 200.00	\$ 2,400.00	\$ 86.41	\$ 1,036.92	\$89.91	\$ 1,078.92
18	30" RCP	495.00	LF	\$ 69.30	\$ 34,303.50	\$ 97.00	\$ 48,015.00	\$ 103.36	\$ 51,163.20	\$99.97	\$ 49,485.15
19	CS-A Structure Modification	1.00	LS	\$ 13,930.32	\$ 13,930.32	\$ 2,500.00	\$ 2,500.00	\$ 7,512.57	\$ 7,512.57	\$3,794.98	\$ 3,794.98
20	SMF-A-3 Control Structure	1.00	LS	\$ 15,061.22	\$ 15,061.22	\$ 11,000.00	\$ 11,000.00	\$ 13,550.11	\$ 13,550.11	\$19,045.55	\$ 19,045.55
21	Fill	6100.00	CY	\$ 12.31	\$ 75,091.00	\$ 12.00	\$ 73,200.00	\$ 9.41	\$ 57,401.00	\$18.98	\$ 115,778.00
22	Pond Excavation	7000.00	CY	\$ 4.30	\$ 30,100.00	\$ 7.50	\$ 52,500.00	\$ 8.19	\$ 57,330.00	\$6.33	\$ 44,310.00
23	Pond Cutt-off Wall	376.00	LF	\$ 39.68	\$ 14,919.68	\$ 100.00	\$ 37,600.00	\$ 68.78	\$ 25,861.28	\$67.29	\$ 25,301.04
24	6" white paint	1910.00	LF	\$ 2.16	\$ 4,125.60	\$ 0.60	\$ 1,146.00	\$ 0.46	\$ 878.60	\$1.66	\$ 3,170.60
25	H/C Striping and Signs	1.00	LS	\$ 2,918.24	\$ 2,918.24	\$ 900.00	\$ 900.00	\$ 4,050.21	\$ 4,050.21	\$3,162.50	\$ 3,162.50
26	St Augustine Sod	7760.00	SY	\$ 5.96	\$ 46,249.60	\$ 4.00	\$ 31,040.00	\$ 4.73	\$ 36,704.80	\$7.87	\$ 61,071.20
27	Seed and Mulch (Future Phase 2)	14000.00	SY	\$ 0.33	\$ 4,620.00	\$ 0.55	\$ 7,700.00	\$ 1.63	\$ 22,820.00	\$0.70	\$ 9,800.00
28	Landscape Installation	1.00	LS	\$ 46,691.88	\$ 46,691.88	\$ 23,005.00	\$ 23,005.00	\$ 21,473.10	\$ 21,473.10	\$64,515.00	\$ 64,515.00
BASE BID TOTAL PRICE =					\$ 732,453.68	TOTAL =	\$ 757,996.00	TOTAL =	\$ 868,954.57	TOTAL =	\$ 1,052,269.30

BID RECOMMENDATION

Bid #15/16-29

Construction of Oakleaf Ballfield Parking Lot

BIDDERS	BOND	BASE BID	ALT 1	ALT 2	ALT 3
<u>J.D Hinson Co.</u>	<u>✓</u>	<u>\$ 1,052,269.30</u>	<u>581,885.65</u>		
<u>Besch & Smith Civil</u>	<u>✓</u>	<u>732,452.78</u>	<u>458,006.18</u>		
<u>Kirby Development</u>	<u>✓</u>	<u>868,954.57</u>	<u>513,244.13</u>		
<u>BGCO, Inc.</u>	<u>✓</u>	<u>757,996.00</u>	<u>433,521.80</u>		
<u>Florida Infrastructure</u>	<u>✓</u>	<u>NO BID</u>			

Staff Assigned to Tabulate Bids and Make Recommendations:

<u>NAME</u>	<u>TITLE</u>
<u>James Householder</u>	<u>Director of Facilities Operations</u>

RECOMMENDATION:

Staff recommends awarding the bid to
Besch and Smith Civil Group, Inc.
based on lowest bid and previous
work for the County

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

BID TABULATION FORM

Bid: 15/16-29

Proj: Construction of Oakleaf Ballfield Parking Lot

Ad: Clay Today, August 4, 2016

Date: September 6, 2016

Time Open: 1:00

Time Close: 1:11

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

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

	Bidder	Bid Bond	Bond Check	Copies	Receipt Addenda	W9	Insurance	Base Bid	Alternate Bid
1	<u>J. D. Harrison Company</u>	✓		✓	✓	✓		\$ <u>1,052,269.30</u>	\$ <u>581,885.65</u>
2	<u>Besch & Smith Civil Group Inc.</u>	✓		✓	✓	✓	✓	\$ <u>732,453.68</u> 732,452.78	\$ <u>458,006.18</u>
3	<u>Kirby Development, Inc.</u>	✓		✓	✓	✓	✓	\$ <u>868,954.57</u>	\$ <u>513,244.13</u>
4	<u>B.G. Co., Inc.</u>	✓		✓	✓	✓	✓	\$ <u>757,996.00</u>	\$ <u>433,521.80</u>
5	<u>Florida Infrastructure</u>							<u>no Bid</u>	<u>no Bid</u>
6									
7									
8									
9									
10									

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Parks/Recreation Director
Title

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

Bid Opening Witnessed By: Donna Fish
(BCC)

Park Staff
Clerk
J. M. [Signature]
Department Representative

"REVISED SCHEDULE OF VALUES"					
BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT "PHASE I"					
Schedule of Values					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization	1.00	LS	\$ 79,072.96	\$ 79,072.06
2	Clearing	7.00	ACR	\$ 8,871.45	\$ 62,100.15
3	Grading / Striping	1.00	LS	\$ 72,679.61	\$ 72,679.61
4	Dewatering	1.00	LS	\$ 7,595.85	\$ 7,595.85
5	Silt Fence	2000.00	LF	\$ 2.41	\$ 4,820.00
6	Saw cut and Remove existing curb	70.00	LF	\$ 3.11	\$ 217.70
7	Remove existing fence and clay pitching area	1.00	LS	\$ 158.18	\$ 158.18
8	Temporary gravel entrance driveway	1.00	LS	\$ 1,212.52	\$ 1,212.52
9	Concrete sidewalk	270.00	SY	\$ 64.08	\$ 17,301.60
10	Asphalt pavement	5194.00	SY	\$ 25.72	\$ 133,589.68
11	Concrete curb	2500.00	LF	\$ 12.58	\$ 31,450.00
12	Type "C" inlets (35, 36, 38)	3.00	EA	\$ 2,144.74	\$ 6,434.22
13	Type "E" inlets (33, 37, 39)	3.00	EA	\$ 5,164.54	\$ 15,493.62
14	30" MES (34, 40)	2.00	EA	\$ 1,844.63	\$ 3,689.26
15	24" MES (41)	1.00	EA	\$ 1,368.25	\$ 1,368.25
16	18" RCP	183.00	LF	\$ 34.08	\$ 6,236.64
17	24" RCP	12.00	LF	\$ 82.70	\$ 992.40
18	30" RCP	495.00	LF	\$ 69.30	\$ 34,303.50
19	CS-A Structure Modification	1.00	LS	\$ 13,930.32	\$ 13,930.32
20	SMF-A-3 Control Structure	1.00	LS	\$ 15,061.22	\$ 15,061.22
21	Fill	6100.00	CY	\$ 12.31	\$ 75,091.00
22	Pond Excavation	7000.00	CY	\$ 4.30	\$ 30,100.00
23	Pond Cutt-off Wall	376.00	LF	\$ 39.68	\$ 14,919.68
24	6" white paint	1910.00	LF	\$ 2.16	\$ 4,125.60
25	H/C Striping and Signs	1.00	LS	\$ 2,918.24	\$ 2,918.24
26	St Augustine Sod	7760.00	SY	\$ 5.96	\$ 46,249.60
27	Seed and Mulch (Future Phase 2)	14000.00	SY	\$.33	\$ 4,620.00
28	Landscape Installation	1.00	LS	\$ 46,691.88	\$ 46,691.88
BASE BID TOTAL PRICE =				\$ 732,452.78	

Total Base Bid written in words: Seven Hundred Thirty Two Thousand Four Hundred Fifty Two dollars and 78/100

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

COMPANY NAME: Besch and Smith Civil Group Inc

See attached drawing for additional information. Contractor shall verify all quantities prior to production of structures.

ADDENDUM #2 - REVISED SCHEDULE OF VALUES					
OAKLEAF BALLFIELD PARKING PHASE II (ALTERNATE BID ITEM)					
Phase 2					
Schedule of Values					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Concrete Sidewalk	323.00	SY	\$56.92	\$18,385.16
2	Asphalt Pavement	10598.00	SY	\$26.22	\$277,879.56
3	Concrete Curb	2600.00	LF	\$12.68	\$32,968.00
4	Fill	1700.00	CY	\$13.31	\$22,627.00
5	Type "C" inlets (30, 31, 32, 33A)	4.00	EA	\$2,428.13	\$9,712.52
6	15" RCP	180.00	LF	\$34.21	\$6,157.80
7	18" RCP	560.00	LF	\$38.04	\$21,302.40
8	6" White Paint	4864.00	LF	\$2.20	\$10,700.80
9	HC Striping and Signs	1.00	LS	\$2,978.85	\$2,978.85
10	St Augustine Sod	1800.00	SY	\$7.55	\$13,590.00
11	Landscape Installation	1.00	LS	\$41,704.09	\$41,704.09
ALTERNATE BID TOTAL PRICE =					\$458,006.18
Alternate Bid Total Written In Words: <u>four hundred fifty eight thousand, six dollars and 18/100</u>					
Alternate Bid award will be based on availability of funds.					
COMPANY NAME: <u>Besch and Smith Civil Group Inc.</u>					

BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

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

CORPORATE DETAILS:

COMPANY NAME: Besch and Smith Civil Group Inc.

ADDRESS: 345 Cumberland Industrial Ct.

St. Augustine, Florida 32095


TELEPHONE: (904) 260-6393

FAX #: (904) 338-0226

E-MAIL: Wicky@beschandsmith.com

Name of Person submitting Bid: D.J. Head


Title: Estimator


Signature: 


Date: 09/02/16

Area Representative Contact Information: Nicole Besch
P: (904) 260-6393

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 9/2/16 Acknowledged by: 

Addendum No. 2 Date: 9/2/16 Acknowledged by: 

Addendum No. 3 Date: 9/1/16 Acknowledged by: 

"REVISED SCHEDULE OF VALUES"

BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT "PHASE I"

Schedule of Values					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization	1.00	LS	133,500.00	133,500.00
2	Clearing	7.00	ACR	7,500.00	52,500.00
3	Grading / Striping	1.00	LS	57,650.00	57,650.00
4	Dewatering	1.00	LS	5,000.00	5,000.00
5	Silt Fence	2000.00	LF	1.00	2,000.00
6	Saw cut and Remove existing curb	70.00	LF	10.00	700.00
7	Remove existing fence and clay pitching area	1.00	LS	1,500.00	1,500.00
8	Temporary gravel entrance driveway	1.00	LS	2,000.00	2,000.00
9	Concrete sidewalk	270.00	SY	30.00	8,100.00
10	Asphalt pavement	5194.00	SY	26.00	135,044.00
11	Concrete curb	2500.00	LF	14.00	35,000.00
12	Type "C" inlets (35, 36, 38)	3.00	EA	2,070.00	6,210.00
13	Type "E" inlets (33, 37, 39)	3.00	EA	4,030.00	12,090.00
14	30" MES (34, 40)	2.00	EA	1,550.00	3,100.00
15	24" MES (41)	1.00	EA	1,250.00	1,250.00
16	18" RCP	183.00	LF	62.00	11,346.00
17	24" RCP	12.00	LF	200.00	2,400.00
18	30" RCP	495.00	LF	97.00	48,015.00
19	CS-A Structure Modification	1.00	LS	2,500.00	2,500.00
20	SMF-A-3 Control Structure	1.00	LS	11,000.00	11,000.00
21	Fill	6100.00	CY	12.00	73,200.00
22	Pond Excavation	7000.00	CY	7.50	52,500.00
23	Pond Cutt-off Wall	376.00	LF	100.00	37,600.00
24	6" white paint	1910.00	LF	0.60	1,146.00
25	H/C Striping and Signs	1.00	LS	900.00	900.00
26	St Augustine Sod	7760.00	SY	4.00	31,040.00
27	Seed and Mulch (Future Phase 2)	14000.00	SY	0.55	7,700.00
28	Landscape Installation	1.00	LS	23,005.00	23,005.00
BASE BID TOTAL PRICE =					\$ 757,996.00

Total Base Bid written in words: Seven Hundred Fifty Seven Thousand Nine Hundred Ninety Six Dollars Zero Cents

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

COMPANY NAME: BGCO, Inc.

See attached drawing for additional information. Contractor shall verify all quantities prior to production of structures.

ADDENDUM #2 - REVISED SCHEDULE OF VALUES					
OAKLEAF BALLFIELD PARKING PHASE II (ALTERNATE BID ITEM)					
Phase 2					
Schedule of Values					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Concrete Sidewalk	323.00	SY	41.00	13,243.00
2	Asphalt Pavement	10598.00	SY	25.90	274,488.20
3	Concrete Curb	2600.00	LF	14.00	36,400.00
4	Fill	1700.00	CY	12.85	21,845.00
5	Type "C" inlets (30, 31, 32, 33A)	4.00	EA	2,050.00	8,200.00
6	15" RCP	180.00	LF	58.50	10,530.00
7	18" RCP	560.00	LF	62.00	34,720.00
8	6" White Paint	4864.00	LF	0.40	1,945.60
9	HC Striping and Signs	1.00	LS	2,700.00	2,700.00
10	St Augustine Sod	1800.00	SY	4.00	7,200.00
11	Landscape Installation	1.00	LS	22,250.00	22,250.00
ALTERNATE BID TOTAL PRICE =				\$	433,521.80

Alternate Bid Total Written In Words: Four Hundred Thirty Three Thousand Five Hundred Twenty One Dollars Eighty Cents

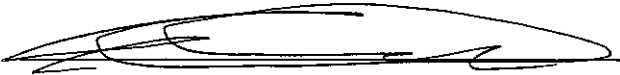
Alternate Bid award will be based on availability of funds.

COMPANY NAME: BGCO, Inc.

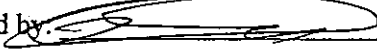
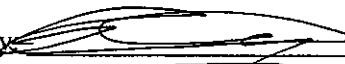
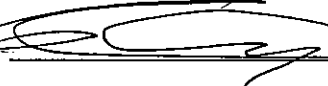
BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

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

CORPORATE DETAILS:

COMPANY NAME: BGCO, Inc.
ADDRESS: 7036 W. 12th Street
Jacksonville, FL 32220
TELEPHONE: (904) 783-4119
FAX #: (904) 783-3401
E-MAIL: bgcoinc@bellsouth.net
Name of Person submitting Bid: Richard C. Gaskin
Title: President
Signature: 
Date: 9/2/2016
6 RLG Addendum #3
Area Representative Contact Information: Same

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 8/29/16 Acknowledged by: , Richard C. Gaskin, President
Addendum No. 2 Date: 8/30/16 Acknowledged by: , Richard C. Gaskin, President
Addendum No. 3 Date: 9/1/16 Acknowledged by: , Richard C. Gaskin,
President

"REVISED SCHEDULE OF VALUES"					
BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT "PHASE I"					
Schedule of Values					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization	1.00	LS	67,593.15	67,593.15
2	Clearing	7.00	ACR	8,748.00	61,236.00
3	Grading / Striping	1.00	LS	129,082.80	129,082.80
4	Dewatering	1.00	LS	44,331.98	44,331.98
5	Silt Fence	2000.00	LF	1.55	3,100.00
6	Saw cut and Remove existing curb	70.00	LF	25.82	1,807.40
7	Remove existing fence and clay pitching area	1.00	LS	1,430.48	1,430.48
8	Temporary gravel entrance driveway	1.00	LS	2,731.20	2,731.20
9	Concrete sidewalk	270.00	SY	46.39	12,525.30
10	Asphalt pavement	5194.00	SY	33.17	172,284.98
11	Concrete curb	2500.00	LF	13.97	34,925.00
12	Type "C" inlets (35, 36, 38)	3.00	EA	1,995.88	5,987.64
13	Type "E" inlets (33, 37, 39)	3.00	EA	4,433.58	13,300.74
14	30" MES (34, 40)	2.00	EA	2,021.26	4,042.52
15	24" MES (41)	1.00	EA	2,225.15	2,225.15
16	18" RCP	183.00	LF	68.68	12,568.44
17	24" RCP	12.00	LF	86.41	1,036.92
18	30" RCP	495.00	LF	103.36	51,163.20
19	CS-A Structure Modification	1.00	LS	7,512.57	7,512.57
20	SMF-A-3 Control Structure	1.00	LS	13,550.11	13,550.11
21	Fill	6100.00	CY	9.41	57,401.00
22	Pond Excavation	7000.00	CY	8.19	57,330.00
23	Pond Cutt-off Wall	376.00	LF	68.78	25,861.28
24	6" white paint	1910.00	LF	0.46	878.60
25	H/C Striping and Signs	1.00	LS	4,050.21	4,050.21
26	St Augustine Sod	7760.00	SY	4.73	36,704.80
27	Seed and Mulch (Future Phase 2)	14000.00	SY	1.63	22,820.00
28	Landscape Installation	1.00	LS	21,473.10	21,473.10
BASE BID TOTAL PRICE =				\$ 868,954.57	✓

Total Base Bid written in words: Eight Hundred Sixty Eight Thousand Nine Hundred Fifty Four Dollars and Fifty Seven Cents
 Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

COMPANY NAME: Kirby Development, Inc

See attached drawing for additional information. Contractor shall verify all quantities prior to production of structures.

ADDENDUM #2 - REVISED SCHEDULE OF VALUES

OAKLEAF BALLFIELD PARKING PHASE II (ALTERNATE BID ITEM)

Phase 2

Schedule of Values					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Concrete Sidewalk	323.00	SY	56.51	18,252.73
2	Asphalt Pavement	10598.00	SY	30.19	319,953.62
3	Concrete Curb	2600.00	LF	15.73	40,898.00
4	Fill	1700.00	CY	22.10	37,570.00
5	Type "C" inlets (30, 31, 32, 33A)	4.00	EA	2,172.94	8,691.76
6	15" RCP	180.00	LF	65.17	11,730.60
7	18" RCP	560.00	LF	68.68	38,460.80
8	6" White Paint	4864.00	LF	0.46	2,237.44
9	HC Striping and Signs	1.00	LS	3,315.58	3,315.58
10	St Augustine Sod	1800.00	SY	4.73	8,514.00
11	Landscape Installation	1.00	LS	23,619.60	23,619.60
ALTERNATE BID TOTAL PRICE =					\$ 513,244.13

Alternate Bid Total Written In Words: Five Hundred Thirteen Thousand Two Hundred Forty Four Dollars and Thirteen Cents

Alternate Bid award will be based on availability of funds.

COMPANY NAME: Kirby Development, Inc

BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

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

CORPORATE DETAILS:

COMPANY NAME: Kirby Development, Inc

ADDRESS: 108 Lee Road

Jacksonville, Florida 32225

TELEPHONE: 904-821-5010

FAX #: 904-821-5011

E-MAIL: pbk@kirbydevelopment.com

Name of Person submitting Bid: Peter B. Kirby

Title: President

Signature: *Peter B. Kirby*

Date: 9-2-2016

Area Representative Contact Information: see above

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. One Date: 8-29-2016 Acknowledged by: *Peter B. Kirby*

Addendum No. Two Date: 8-30-2016 Acknowledged by: *Peter B. Kirby*

Addendum No. Three Date: 9-1-2016 Acknowledged by: *Peter B. Kirby*

"REVISED SCHEDULE OF VALUES"

BID #15-16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT "PHASE I"

Schedule of Values

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	Cost
1	Mobilization	1	LS	\$ 132,882.75	\$ 132,882.75 ✓
2	Clearing	7	ACR	\$ 6,784.20	\$ 47,489.40 ✓
3	Grading / Striping	1	LS	\$ 140,986.26	\$ 140,986.26 ✓
4	Dewatering	1	LS	\$ 26,910.00	\$ 26,910.00 ✓
5	Silt Fence	2000	LF	\$ 3.34	\$ 6,680.00 ✓
6	Saw cut and Remove existing curb	70	LF	\$ 21.00	\$ 1,470.00 ✓
7	Remove existing fence and clay pitching area	1	LS	\$ 3,493.07	\$ 3,493.07 ✓
8	Temporary gravel entrance driveway	1	LS	\$ 2,680.91	\$ 2,680.91 ✓
9	Concrete Sidewalk	270	SY	\$ 37.95	\$ 10,246.50 ✓
10	Asphalt Pavement	5194	SY	\$ 38.75	\$ 201,267.50 ✓
11	Concrete Curb	2500	LF	\$ 14.75	\$ 36,875.00 ✓
12	Type "C" Inlets	3	EA	\$ 3,152.64	\$ 9,457.92 ✓
13	Type "E" Inlets	3	EA	\$ 4,916.99	\$ 14,750.97 ✓
14	30" MES	2	EA	\$ 2,791.86	\$ 5,583.72 ✓
15	24" MES	1	EA	\$ 2,597.30	\$ 2,597.30 ✓
16	18" RCP	183	LF	\$ 45.82	\$ 8,385.06 ✓
17	24" RCP	12	LF	\$ 89.91	\$ 1,078.92 ✓
18	30" RCP	495	LF	\$ 99.97	\$ 49,485.15 ✓
19	CS-A Structure Modification	1	LS	\$ 3,794.98	\$ 3,794.98 ✓
20	SMF-A-3 Control Structure	1	LS	\$ 19,045.55	\$ 19,045.55 ✓
21	Fill	6100	CY	\$ 18.98	\$ 115,778.00 ✓
22	Pond Excavation	7000	CY	\$ 6.33	\$ 44,310.00 ✓
23	Pond Cut-Off Wall	376	LF	\$ 67.29	\$ 25,301.04 ✓
24	6" White Paint	1910	LF	\$ 1.66	\$ 3,170.60 ✓
25	H/C Striping and Signs	1	LS	\$ 3,162.50	\$ 3,162.50 ✓
26	St. Augustine Sod	7760	SY	\$ 7.87	\$ 61,071.20 ✓
27	Seed and Mulch (Future Phase 2)	14000	SY	\$ 0.70	\$ 9,800.00 ✓
28	Landscape Installation	1	LS	\$ 64,515.00	\$ 64,515.00 ✓
BASE BID TOTAL PRICE					\$ 1,052,269.30 ✓

Total Base Bid written in

words: One Million Fifty-two thousand two hundred Sixty nine & 30/100

Bid require a (5%) bid bond based on total value and may not be withdrawn after the scheduled opening time for a period of thirt

COMPANY NAME: J.D. Hinson Company

See attached drawing for additional information. Contractor shall verify all quantities prior to production of structures.

"REVISED SCHEDULE OF VALUES"

BID #15-16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT "PHASE II" (ALTERNATE BID ITEM)

Phase 2

Schedule of Values

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	Cost
1	Concrete sidewalk	323	SY	\$ 37.95	\$ 12,257.85
2	Asphalt Pavement	10598	SY	\$ 34.56	\$ 366,266.88
3	Concrete curb	2600	LF	\$ 13.09	\$ 34,034.00
4	Fill	1700	CY	\$ 18.98	\$ 32,266.00
5	Type "C" Inlets (30,31,32,33A)	4	EA	\$ 3,152.64	\$ 12,610.56
6	15" RCP	180	LF	\$ 40.32	\$ 7,257.60
7	18" RCP	560	LF	\$ 51.83	\$ 29,024.80
8	6" White Paint	4864	LF	\$ 0.39	\$ 1,896.96
9	H/C Striping and Signs	1	LS	\$ 1,897.50	\$ 1,897.50
10	St. Augustine Sod	1800	SY	\$ 7.87	\$ 14,166.00
11	Landscape Installation	1	LS	\$ 70,207.50	\$ 70,207.50
ALTERNATE BID TOTAL PRICE=					\$ 581,885.65

Alternate Bid Total Written in Words: Five Hundred Eighty One Thousand Eight Hundred Eighty Five and 65/100

Alternate Bid Award will be based on availability of funds.

COMPANY NAME: J.D. Hinson Company

BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

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

CORPORATE DETAILS:

COMPANY NAME: J.D. Hinson Company
ADDRESS: P.O. Box 551097
Jacksonville, FL 32255
TELEPHONE: 904-334-0066
FAX #: 904-257-2004
E-MAIL: jd.hinsoncompany@gmail.com
Name of Person submitting Bid: David Hinson
Title: President
Signature: [Signature]
Date: 9/6/16
Area Representative Contact Information: 334-0066

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 8/29/16 Acknowledged by: [Signature]
Addendum No. 2 Date: 8/30/16 Acknowledged by: [Signature]
Addendum No. 3 Date: 9/1/16 Acknowledged by: [Signature]

BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

**Scope of Work
(As provided by Parks and Recreation)**

Scope of work:

All bidders must have attended the mandatory on-site pre-bid meeting on August 18, 2016 at 10:00 a.m. with County representatives at Oakleaf Park, 3979 Plantation Oaks Blvd., Orange Park, FL 32065 to be eligible to bid on this project.

Clay County is soliciting bid responses from a State of Florida licensed contractor/underground utility contractor for the construction of an approximately 1.07 acre asphalt parking lot. The work will include site preparation, fill, storm water drainage, asphalt paving and concrete curbing.

The project is designed with a Phase I and Phase II of construction. Phase II is included as an Alternate Bid item as shown on plans and on page 15. Alternate bid award will be based on availability of funds.

The prices submitted by Contractor shall include all costs of permits, labor, equipment and materials for project.

All work will be performed to meet current building codes and local regulations.

The County project manager reserves the right to visit the job site and inspect work in progress. The County reserves the right to reject any material that appears to be defective at time of delivery. Existing conditions damaged during construction must be repaired by Contractor.

Contractor for the project guarantees all materials and workmanship to be free of defects for a period of two (2) years from the date of acceptance by the County. Responsibility for the performance of the Contract remains with the main Contractor exclusively.

Contractor must abide by all documented requirements and general notes as listed in the construction plans.

Contractor shall include a list of three references where similar projects of this type were completed with bid submittal utilizing the attached form.

Bid Invitations Sent to the Following Companies for: Bid #15/16-29, Construction of Oakleaf Ballfield Parking Lot

Baker Klein
B and M Construction
Duval Asphalt Products
Florida Safety Contractors, Inc.
BGCO Inc.
Besch and Smith Civil Group, Inc.
J D Hinson Company
J B Coxwell
Kirby Development, Inc.
R B Baker Construction
Pipeline Contractors, Inc.
Riverstone Construction
Enterprise Contracting, LLC
Arkest, LLC
Metric Civil Constructors
First Coast Utility
American Coastal Builders
River City Constructors
Wright-Pierce
Capps Land Management
Greenman-Pedersen, Inc.
Allsite Contracting, Inc.
Florida Infrastructure, Inc.
ONAS Corporation
HEB Services, Inc.
Live Oak Management Group
Aman Construction Services
GWP Construction
Construction Journal
Onvia
Curt's Construction, Inc.

Robert Jamieson
Precision 2000, Inc.
Petticoat-Schmitt
E J Brenemanc.
Usina Contracting, Inc.
Anderson Columbia
Gibbs & Register, Inc.
D B Civil Works
North Florida Emulsion, Inc.
W W Engineering, Inc.
Concrete Advantage Contracting
Marietta Sand Corporation
Pars Construction Services, LLC
Bracken Engineering, Inc.
Legacy Engineering, Inc.
The Development Company, Inc.
A J Johns, Inc.
Barco-Duval Engineering, Inc.
Hubbard Construction Company
Jeff's Excavating
R & B Contracting, Inc.
Vallencourt Construction
W R Townsend Contracting, Inc.
Florida Roads, LLC
ISQft/Construct Connect
T G Utility Company
Prime Vendor, Inc.
R & B Contracting, Inc.

"REVISED SCHEDULE OF VALUES"					
BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT "PHASE I"					
Schedule of Values					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization	1.00	LS	\$ 79,072.96	\$ 79,072.06
2	Clearing	7.00	ACR	\$ 8,871.45	\$ 62,100.15
3	Grading / Striping	1.00	LS	\$ 72,679.61	\$ 72,679.61
4	Dewatering	1.00	LS	\$ 7,595.85	\$ 7,595.85
5	Silt Fence	2000.00	LF	\$ 2.41	\$ 4,820.00
6	Saw cut and Remove existing curb	70.00	LF	\$ 3.11	\$ 217.70
7	Remove existing fence and clay pitching area	1.00	LS	\$ 188.18	\$ 188.18
8	Temporary gravel entrance driveway	1.00	LS	\$ 1,212.52	\$ 1,212.52
9	Concrete sidewalk	270.00	SY	\$ 64.08	\$ 17,301.60
10	Asphalt pavement	5194.00	SY	\$ 25.72	\$ 133,589.68
11	Concrete curb	2500.00	LF	\$ 12.58	\$ 31,450.00
12	Type "C" inlets (35, 36, 38)	3.00	EA	\$ 2,144.74	\$ 6,434.22
13	Type "E" inlets (33, 37, 39)	3.00	EA	\$ 5,164.54	\$ 15,493.62
14	30" MES (34, 40)	2.00	EA	\$ 1,844.63	\$ 3,689.26
15	24" MES (41)	1.00	EA	\$ 1,368.25	\$ 1,368.25
16	18" RCP	183.00	LF	\$ 34.08	\$ 6,236.64
17	24" RCP	12.00	LF	\$ 82.70	\$ 992.40
18	30" RCP	495.00	LF	\$ 69.30	\$ 34,303.50
19	CS-A Structure Modification	1.00	LS	\$ 13,930.32	\$ 13,930.32
20	SMF-A-3 Control Structure	1.00	LS	\$ 15,061.22	\$ 15,061.22
21	Fill	6100.00	CY	\$ 12.31	\$ 75,091.00
22	Pond Excavation	7000.00	CY	\$ 4.30	\$ 30,100.00
23	Pond Cutt-off Wall	376.00	LF	\$ 39.68	\$ 14,919.68
24	6" white paint	1910.00	LF	\$ 2.16	\$ 4,125.60
25	H/C Striping and Signs	1.00	LS	\$ 2,918.24	\$ 2,918.24
26	St Augustine Sod	7760.00	SY	\$ 5.96	\$ 46,249.60
27	Seed and Mulch (Future Phase 2)	14000.00	SY	\$.33	\$ 4,620.00
28	Landscape Installation	1.00	LS	\$ 46,691.88	\$ 46,691.88
BASE BID TOTAL PRICE =				\$ 732,452.78	

Total Base Bid written in words: Seven Hundred Thirty Two Thousand Four Hundred Fifty Two dollars and 79/100

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

COMPANY NAME: Besch and Smith Civil Group Inc

See attached drawing for additional information. Contractor shall verify all quantities prior to production of structures.

ADDENDUM #2 - REVISED SCHEDULE OF VALUES					
OAKLEAF BALLFIELD PARKING PHASE II (ALTERNATE BID ITEM)					
Phase 2					
Schedule of Values					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Concrete Sidewalk	323.00	SY	\$56.92	\$18,385.16
2	Asphalt Pavement	10598.00	SY	\$26.22	\$277,879.56
3	Concrete Curb	2600.00	LF	\$12.68	\$32,968.00
4	Fill	1700.00	CY	\$13.31	\$22,627.00
5	Type "C" Inlets (30, 31, 32, 33A)	4.00	EA	\$2,428.13	\$9,712.52
6	15" RCP	180.00	LF	\$34.21	\$6,157.80
7	18" RCP	560.00	LF	\$38.04	\$21,302.40
8	6" White Paint	4864.00	LF	\$2.20	\$10,700.80
9	HC Striping and Signs	1.00	LS	\$2,978.85	\$2,978.85
10	St Augustine Sod	1800.00	SY	\$7.55	\$13,590.00
11	Landscape Installation	1.00	LS	\$41,704.09	\$41,704.09
ALTERNATE BID TOTAL PRICE =					\$458,006.18

Alternate Bid Total Written In Words: Four Hundred Fifty Eight Thousand, Six dollars and 18/100

Alternate Bid award will be based on availability of funds.

COMPANY NAME: Besch and Smith Civil Group Inc.

BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

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

CORPORATE DETAILS:

COMPANY NAME: Besch and Smith Civil Group Inc.

ADDRESS: 345 Cumberland Industrial Ct.

St. Augustine, Florida 32095

TELEPHONE: (904) 260-6393

FAX #: (904) 338-0226

E-MAIL: wicky@beschandsmith.com

Name of Person submitting Bid: D.J. Head

Title: Estimator

Signature: [Signature]

Date: 09/02/16

Area Representative Contact Information: Nicole Besch
P: 904 260-6393

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 9/2/16 Acknowledged by: [Signature]

Addendum No. 2 Date: 9/2/16 Acknowledged by: [Signature]

Addendum No. 3 Date: 9/1/16 Acknowledged by: [Signature]

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Besch and Smith Civil Group Inc. as Principal, hereinafter called the Principal, and Merchants Bonding Company a corporation duly organized under the laws of the State of IA as Surety, hereinafter called the Surety, are held and bound unto Clay County Board of County Commissioners as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount

Dollars(5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

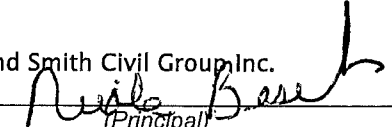
Oak Leaf Ball Field Parking Lot

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.


Signed and Sealed this 2nd day of August 2016

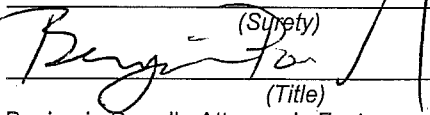

(Witness)

Besch and Smith Civil Group Inc.


(Principal) (Seal)
President
(Title)

Merchants Bonding Company


(Witness)


(Surety) (Seal)
(Title)
Benjamin Powell, Attorney in Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan; Walter N
Myers

of Jacksonville and State of Florida their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

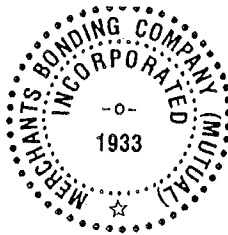
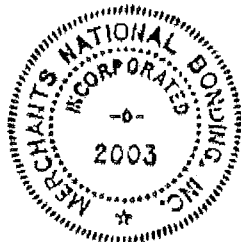
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of March, 2015.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

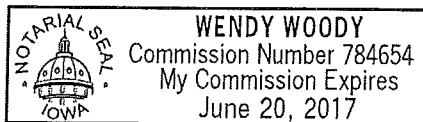
By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 25th day of March, 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of September, 2016.



William Warner Jr.
Secretary

BID 15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

REFERENCES:

Agency Name	Jacksonville Airport Authority
Address	2400 Yankee Clipper Dr
City, State, Zip	Jacksonville, FL 32218
Contact Person	Doug Sherman
Telephone	(904) 741-2234
Dates of Service	Nov. 2014 - March 2015
Types of Service	Demolition, Earthwork, watermain, force main, pond liner, base, Paving, electrical, landscape, irrigation, Grassing, Striping, Signage, and FDOT Turn Lane
Comments	
Agency Name	VCC Construction
Address	4600 W. Cypress Street, Ste. 4600
City, State, Zip	Tampa, FL, 33607
Contact Person	Alex Park
Telephone	(770)-225-1901
Dates of Service	May 2013 - Oct 2014
Types of Service	Demolition, Earthwork, watermain, force main, base, Paving, grassing, Striping, Signage, and Specialty ADA Trench Drain.
Comments	
Agency Name	Lake Ashbury Municipal Services Benefit District
Address	N/A
City, State, Zip	N/A
Contact Person	Tom Pettrucci
Telephone	(904) 708-8129
Dates of Service	Oct. 2012 - May 2013
Types of Service	Clearing + Grubbing, Earthwork, Storm Drainage, Box culvert, Utility Adjustments, Armor Flex, Base, Paving, Piping, Striping, Signs, Grassing
Comments	

COMPANY NAME: Besch and Smith Civil Group, Inc.

TRENCH SAFETY ACT ACKNOWLEDGMENT

If this project involves trench excavations which will exceed a depth of five (5) feet, pursuant to Chapter 90-96, Laws of Florida, the requirements of the Florida Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this project.

The undersigned Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Quantity	Unit Cost	Extended Cost
A.	Trench Box	LF	20.00	\$80.00	1,600.00
B.					
C.					
D.					
E.					
				TOTAL:	1,600.00

Failure to complete the above may result in the bid being declared non-responsive.

Scrutinized Companies Certification
[Clay County Bid #15/16-29, Construction of Oakleaf Ballfield Parking Lot]

Name of Company:¹ Besch and Smith Civil Group Inc

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

(Seal)

Insert Name of Company:

Besch and Smith Civil
Group Inc.

By: Nicole Besch
Nicole Besch
Its President

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

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

Vendor:

Besch and Smith Civil Group, Inc.

By: Nicole Besch
Signature

Nicole Besch / President
Name and Title

345 Cumberland Industrial Ct
Street Address

St. Augustine, FL, 32095
City, State, Zip

09/02/16
Date

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Besch and Smith Civil Group Inc</u>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <u>345 Cumberland Industrial Ct.</u>	Requester's name and address (optional)
	6 City, state, and ZIP code <u>St. Augustine, FL 32095</u>	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	
Social security number [][]-[][]-[][][][] or Employer identification number <u>45-3168567</u>	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶ <u>Nicole Besch</u>
	Date ▶ <u>8-6-16</u>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

Signature requirements. Complete the certification as indicated in Items 1 through 5 below.

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

Privacy Act Notice

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



CERTIFICATE OF LIABILITY INSURANCE

BESCAND-01

TKUNZ

DATE (MM/DD/YYYY)

9/1/2016

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

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

PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202		CONTACT NAME: Tracy K. Kunz CISR CWCS PHONE (A/C, No, Ext): (904) 353-3181 E-MAIL ADDRESS: Tkunz@cwpowellins.com FAX (A/C, No): (904) 353-5722	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westfield Ins Co	
		INSURER B: Zenith Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED

Besch and Smith Civil Group, Inc.
345 Cumberland Industrial Ct
St. Augustine, FL 32095-8953

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CMM7174895	09/15/2015	09/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CMM7174895	09/15/2015	09/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMM7174895	09/15/2015	09/15/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	Z127431001	10/18/2015	10/18/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Bid: Construction of Oak Leaf Ball Field Parking Lot

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Besch and Smith Civil Group, Inc.
345 Cumberland Industrial Ct.
St. Augustine, FL 32095

RECEIVED
PURCHASING DIVISION

2016 SEP -6 A 11: 25

CLAY COUNTY BOARD OF
COMMISSIONERS

Clay
for
477

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

of

32043

Receipt for Bid #: 15/16-29

Company Name: _____

Besch & Smith

Civil Group Inc

"REVISED SCHEDULE OF VALUES"					
BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT "PHASE I"					
Schedule of Values					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization	1.00	LS	133,500.00	133,500.00
2	Clearing	7.00	ACR	7,500.00	52,500.00
3	Grading / Striping	1.00	LS	57,650.00	57,650.00
4	Dewatering	1.00	LS	5,000.00	5,000.00
5	Silt Fence	2000.00	LF	1.00	2,000.00
6	Saw cut and Remove existing curb	70.00	LF	10.00	700.00
7	Remove existing fence and clay pitching area	1.00	LS	1,500.00	1,500.00
8	Temporary gravel entrance driveway	1.00	LS	2,000.00	2,000.00
9	Concrete sidewalk	270.00	SY	30.00	8,100.00
10	Asphalt pavement	5194.00	SY	26.00	135,044.00
11	Concrete curb	2500.00	LF	14.00	35,000.00
12	Type "C" inlets (35, 36, 38)	3.00	EA	2,070.00	6,210.00
13	Type "E" inlets (33, 37, 39)	3.00	EA	4,030.00	12,090.00
14	30" MES (34, 40)	2.00	EA	1,550.00	3,100.00
15	24" MES (41)	1.00	EA	1,250.00	1,250.00
16	18" RCP	183.00	LF	62.00	11,346.00
17	24" RCP	12.00	LF	200.00	2,400.00
18	30" RCP	495.00	LF	97.00	48,015.00
19	CS-A Structure Modification	1.00	LS	2,500.00	2,500.00
20	SMF-A-3 Control Structure	1.00	LS	11,000.00	11,000.00
21	Fill	6100.00	CY	12.00	73,200.00
22	Pond Excavation	7000.00	CY	7.50	52,500.00
23	Pond Cutt-off Wall	376.00	LF	100.00	37,600.00
24	6" white paint	1910.00	LF	0.60	1,146.00
25	H/C Striping and Signs	1.00	LS	900.00	900.00
26	St Augustine Sod	7760.00	SY	4.00	31,040.00
27	Seed and Mulch (Future Phase 2)	14000.00	SY	0.55	7,700.00
28	Landscape Installation	1.00	LS	23,005.00	23,005.00
BASE BID TOTAL PRICE =				\$	757,996.00

Total Base Bid written in words: Seven Hundred Fifty Seven Thousand Nine Hundred Ninety Six Dollars Zero Cents

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

COMPANY NAME: BGCO, Inc.

See attached drawing for additional information. Contractor shall verify all quantities prior to production of structures.

ADDENDUM #2 - REVISED SCHEDULE OF VALUES					
OAKLEAF BALLFIELD PARKING PHASE II (ALTERNATE BID ITEM)					
Phase 2					
Schedule of Values					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Concrete Sidewalk	323.00	SY	41.00	13,243.00
2	Asphalt Pavement	10598.00	SY	25.90	274,488.20
3	Concrete Curb	2600.00	LF	14.00	36,400.00
4	Fill	1700.00	CY	12.85	21,845.00
5	Type "C" inlets (30, 31, 32, 33A)	4.00	EA	2,050.00	8,200.00
6	15" RCP	180.00	LF	58.50	10,530.00
7	18" RCP	560.00	LF	62.00	34,720.00
8	6" White Paint	4864.00	LF	0.40	1,945.60
9	HC Striping ans Signs	1.00	LS	2,700.00	2,700.00
10	St Augustine Sod	1800.00	SY	4.00	7,200.00
11	Landscape Installation	1.00	LS	22,250.00	22,250.00
ALTERNATE BID TOTAL PRICE =					\$ 433,521.80

Alternate Bid Total Written In Words: Four Hundred Thirty Three Thousand Five Hundred
Twenty One Dollars Eighty Cents

Alternate Bid award will be based on availability of funds.

COMPANY NAME: BGCO, Inc.

BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

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

CORPORATE DETAILS:

COMPANY NAME: BGCO, Inc.

ADDRESS: 7036 W. 12th Street

Jacksonville, FL 32220

TELEPHONE: (904) 783-4119

FAX #: (904) 783-3401

E-MAIL: bgcoinc@bellsouth.net

Name of Person submitting Bid: Richard C. Gaskin

Title: President

Signature: 


Date: 9/2/2016

Area Representative Contact Information: 6 RLG Addendum #3
Same

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 8/29/16 Acknowledged by: , Richard C. Gaskin, President

Addendum No. 2 Date: 8/30/16 Acknowledged by: , Richard C. Gaskin, President

Addendum No. 3 Date: 9/1/16 Acknowledged by: , Richard C. Gaskin,
President

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **BGCO, INC.**
7036 W. 12th Street
Jacksonville, FL 32220
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **BERKLEY INSURANCE COMPANY**
475 Steamboat Road
Greenwich, Ct 06830
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Delaware
as Surety, hereinafter called the Surety, are held and firmly bound unto
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS-Purchasing Division (Here insert full name and address or legal title of Owner)
477 Houston Street, Green Cove Springs, FL 32043

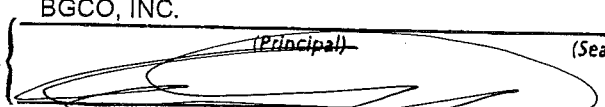
as Oblige, hereinafter called the Oblige, in the sum of Five percent of the largest amount for which
award can be made under the accompanying bid. Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

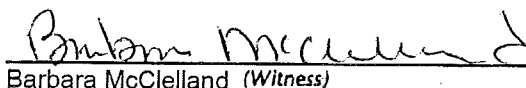
WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

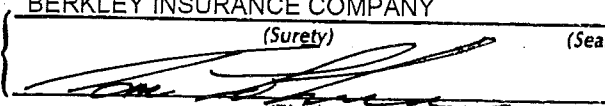
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this 2nd day of September 19/ 2016


Tammy Burkard (Witness)

BGCO, INC.
(Principal) (Seal)

Richard C. Gaskin (Title), President


Barbara McClelland (Witness)

BERKLEY INSURANCE COMPANY
(Surety) (Seal)

(Title)

Tom S. Loblano, IV, Attorney-in-Fact & Florida Resident Agent



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Thomas S. Lobrano, IV; Mark C. Fore; Thomas S. Lobrano, III; or Geoffrey M. Munn of Construction Underwriters, Inc. of Jacksonville, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of October, 2014.

Attest:

(Seal)

By

Ira S. Lederman

Senior Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 31st day of October, 2014, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 2nd day of September, 2016.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

BID 15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

REFERENCES:

Agency Name	Jacksonville Transportation Authority
Address	121 West Forsyth St Suite 200
City, State, Zip	Jacksonville, FL 32202
Contact Person	Andy Rodgers, P.E./Sr. Project Manager
Telephone	(904) 633-8537
Dates of Service	11/16/15 ~ 6/03/16
Types of Service	Construction of new two-lane roadway and bus transit hub. (Signage, Excavation, Ponds, Asphalt, Striping, Handrail, Sidewalks, Fencing, Sodding, Concrete Pavement, Grading, Bollards, Lighting, Concrete Curb & Gutter, Manholes, Concrete Pipe Culvert, Signalization)
Comments	Project: Soutel Transit Hub Construction JTA RFB #15-027, PO# 19873
Agency Name	Jacksonville Aviation Authority
Address	14201 Pecan Park Rd.
City, State, Zip	Jacksonville, FL 32218
Contact Person	Derek Powder, Senior Manager, Engineering & Construction
Telephone	Ph (904) 741-2225
Dates of Service	1/05/2015 ~ 11/12/15
Types of Service	Construct a 4,000LF x 75LF Taxiway with Associated Lighting and Storm Drainage
Comments	Project: Cecil Airport, Taxiway East Developments, Taxiway E, JAA Project F2012-01, Contract C-782
Agency Name	S. Bagby & Company, Inc.
Address	1639 Beach Blvd., Suite 107
City, State, Zip	Jacksonville Beach, FL 32250
Contact Person	Steve Bagby, President
Telephone	Ph (904) 853-6693
Dates of Service	11/10/14 ~ 4/27/15
Types of Service	Installed Reinforce Concrete Drainage Pipe, Catch Basins, Repair Existing Catch Basins to promote better drainage, Sodding, Grading & Asphalt
Comments	Project: Airfield Infield Drainage Improvements Contract# N69450-14-C-4121

COMPANY NAME: BGCO, Inc.

TRENCH SAFETY ACT ACKNOWLEDGMENT

If this project involves trench excavations which will exceed a depth of five (5) feet, pursuant to Chapter 90-96, Laws of Florida, the requirements of the Florida Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this project.

The undersigned Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Quantity	Unit Cost	Extended Cost
A.	Slope Sides of Trench	LF	810	\$5.00	\$4,050.00
B.					
C.					
D.					
E.					
				TOTAL:	\$4,050.00

Failure to complete the above may result in the bid being declared non-responsive.

Scrutinized Companies Certification
[Clay County Bid #15/16-29, Construction of Oakleaf Ballfield Parking Lot]

Name of Company:¹ BGCO, Inc.

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

Insert Name of Company:

(Seal)

BGCO, Inc.

By:



Richard C. Gaskin

Its President

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

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

Vendor:

BGCO, Inc.

By: 
Signature

Richard C. Gaskin, President
Name and Title

7036 W. 12th Street
Street Address

Jacksonville, FL 32220
City, State, Zip

9/2/2016
Date

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BGCO, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 7036 W. 12th Street	Requester's name and address (optional) Clay County Board of County Commissioners 477 Houston Street Green Cover Springs, FL 32043
	6 City, state, and ZIP code Jacksonville, FL 32220	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	
or								
Employer identification number								
5	9	-	2	9	9	6	8	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Richard C. Gaskin President	Date ▶ 9/02/16
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2016

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

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

PRODUCER GHG Insurance 751 Oak St. Suite 100 Jacksonville FL 32204		CONTACT NAME: Ann Lambert PHONE (A/C, No, Ext): 904-421-8600 E-MAIL ADDRESS: alambert@ghgins.com FAX (A/C, No): 904-421-8601		
INSURED BGC01-1 BGC0 Inc. 7036 West 12th Street Jacksonville FL 32220		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Westfield Insurance Group		24112
		INSURER B: FCCI Insurance Group		10178
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1315132671

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CWP1954911	12/31/2015	12/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$150,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CWP1954911	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ Nil			CWP1954911	12/31/2015	12/31/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	001WC15A71602	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Limits Carried

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

May 19, 2016

BGCO, INC.
7036 WEST 12TH ST
JACKSONVILLE FL 32220

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2017. However, the new application is due 4/30/2017.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, MISCELLANEOUS CONCRETE PAVING, UTILITY CONSTRUCTION, GROUT FILLED MAT.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D Autry

Alan Autry, Manager
Contracts Administration Office

Digitally signed by Alan D Autry
DN: c=US, o=IdentTrust ACES Business Representative,
ou=FLORIDA DEPARTMENT OF TRANSPORTATION, cn=Alan D
Autry,
0.9.2342.19200300.100.1.1=A01097C0000014DE28739180000
4776
Date: 2016.05.23 10:39:46 -0400

AA:CJ

Bidder: BGCO, Inc.
7036 W. 12th Street,
Jacksonville, FL 32220

Bid No.: 15/16-29

Title: CONSTRUCTION OF
OAKLEAF BALLFIELD
PARKING LOT

Bid due:
12:00 PM, Tuesday, Sept. 6, 2016

To be opened:
1:00 PM, Tuesday, Sept. 6, 2016

RECEIVED
PURCHASING DIVISION
SEP 6 - 6 A 11:13
CLAY COUNTY BOARD OF
COMMISSIONERS

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

Receipt for Bid #: 15/16-29
Company Name: BGCO, Inc

"REVISED SCHEDULE OF VALUES"

BID #15-16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT "PHASE I"

Schedule of Values

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	Cost
1	Mobilization	1	LS	\$ 132,882.75	\$ 132,882.75
2	Clearing	7	ACR	\$ 6,784.20	\$ 47,489.40
3	Grading / Striping	1	LS	\$ 140,986.26	\$ 140,986.26
4	Dewatering	1	LS	\$ 26,910.00	\$ 26,910.00
5	Silt Fence	2000	LF	\$ 3.34	\$ 6,680.00
6	Saw cut and Remove existing curb	70	LF	\$ 21.00	\$ 1,470.00
7	Remove existing fence and clay pitching area	1	LS	\$ 3,493.07	\$ 3,493.07
8	Temporary gravel entrance driveway	1	LS	\$ 2,680.91	\$ 2,680.91
9	Concrete Sidewalk	270	SY	\$ 37.95	\$ 10,246.50
10	Asphalt Pavement	5194	SY	\$ 38.75	\$ 201,267.50
11	Concrete Curb	2500	LF	\$ 14.75	\$ 36,875.00
12	Type "C" Inlets	3	EA	\$ 3,152.64	\$ 9,457.92
13	Type "E" Inlets	3	EA	\$ 4,916.99	\$ 14,750.97
14	30" MES	2	EA	\$ 2,791.86	\$ 5,583.72
15	24" MES	1	EA	\$ 2,597.30	\$ 2,597.30
16	18" RCP	183	LF	\$ 45.82	\$ 8,385.06
17	24" RCP	12	LF	\$ 89.91	\$ 1,078.92
18	30" RCP	495	LF	\$ 99.97	\$ 49,485.15
19	CS-A Structure Modification	1	LS	\$ 3,794.98	\$ 3,794.98
20	SMF-A-3 Control Structure	1	LS	\$ 19,045.55	\$ 19,045.55
21	Fill	6100	CY	\$ 18.98	\$ 115,778.00
22	Pond Excavation	7000	CY	\$ 6.33	\$ 44,310.00
23	Pond Cut-Off Wall	376	LF	\$ 67.29	\$ 25,301.04
24	6" White Paint	1910	LF	\$ 1.66	\$ 3,170.60
25	H/C Striping and Signs	1	LS	\$ 3,162.50	\$ 3,162.50
26	St. Augustine Sod	7760	SY	\$ 7.87	\$ 61,071.20
27	Seed and Mulch (Future Phase 2)	14000	SY	\$ 0.70	\$ 9,800.00
28	Landscape Installation	1	LS	\$ 64,515.00	\$ 64,515.00
BASE BID TOTAL PRICE					\$ 1,052,269.30

Total Base Bid written in

words: One Million Fifty-two thousand two hundred Sixty-nine & 30/100

Bid require a (5%) bid bond based on total value and may not be withdrawn after the scheduled opening time for a period of thirt

COMPANY NAME: J.D. Hinson Company

See attached drawing for additional information. Contractor shall verify all quantities prior to production of structures.

"REVISED SCHEDULE OF VALUES"

BID #15-16-29. CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT "PHASE II" (ALTERNATE BID ITEM)

Phase 2

Schedule of Values

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	Cost
1	Concrete sidewalk	323	SY	\$ 37.95	\$ 12,257.85
2	Asphalt Pavement	10598	SY	\$ 34.56	\$ 366,266.88
3	Concrete curb	2600	LF	\$ 13.09	\$ 34,034.00
4	Fill	1700	CY	\$ 18.98	\$ 32,266.00
5	Type "C" Inlets (30,31,32,33A)	4	EA	\$ 3,152.64	\$ 12,610.56
6	15" RCP	180	LF	\$ 40.32	\$ 7,257.60
7	18" RCP	560	LF	\$ 51.83	\$ 29,024.80
8	6" White Paint	4864	LF	\$ 0.39	\$ 1,896.96
9	H/C Striping and Signs	1	LS	\$ 1,897.50	\$ 1,897.50
10	St. Augustine Sod	1800	SY	\$ 7.87	\$ 14,166.00
11	Landscape Installation	1	LS	\$ 70,207.50	\$ 70,207.50
	ALTERNATE BID TOTAL PRICE=				\$ 581,885.65

Alternate Bid Total Written in Words: Five Hundred Eighty One Thousand Eight Hundred Eighty Five and 65/100

Alternate Bid Award will be based on availability of funds.

COMPANY NAME: J.D. Hinson Company

BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

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

CORPORATE DETAILS:

COMPANY NAME: J.D. Hinson Company

ADDRESS: P.O. Box 551097

Jacksonville, FL 32255


TELEPHONE: 904-334-0066

FAX #: 904-257-2004

E-MAIL: jd.hinsoncompany@gmail.com

Name of Person submitting Bid: David Hinson


Title: President

Signature: 

Date: 9/6/16

Area Representative Contact Information: 334-0066

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 8/29/16 Acknowledged by: 

Addendum No. 2 Date: 8/30/16 Acknowledged by: 

Addendum No. 3 Date: 9/1/16 Acknowledged by: 

WESTFIELD INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.D. Hinson Company

P.O. Box 551097

Jacksonville, FL 32255

SURETY:

(Name, legal status and principal place of business)

WESTFIELD INSURANCE COMPANY

1 Park Circle, PO Box 5001

Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Clay County Board of County Commissioners

477 Houston Street

Green Cove Springs, FL 32043

BOND AMOUNT: Five percent of the largest amount for which award can be made under the accompanying bid. 5%

PROJECT:

(Name, location or address, and Project number, if any)

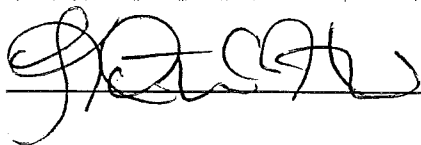
Oakleaf Athletic Field Parking Lot Expansion

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of August, 2010



(Witness)



Brent Durban

(Witness)

J.D. Hinson Company

(Principal)

By: 

J. David Hinson, President

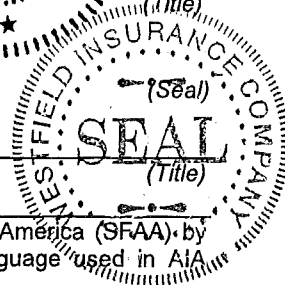
President

WESTFIELD INSURANCE COMPANY

(Surety)

By: 

Ryan B. Gilway, Attorney-in-Fact



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/02/15, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0994372 02

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
BRADFORD W. BUSH, KYLE C. WHITMAN, CLARENCE F. GREENE, III, RYAN B. GILWAY, JOINTLY OR SEVERALLY

of JACKSONVILLE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

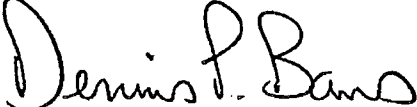
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of APRIL A.D., 2015.

Corporate
Seals
Affixed

State of Ohio
County of Medina

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Dennis P. Baus, National Surety Leader and
Senior Executive

On this 02nd day of APRIL A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed

State of Ohio
County of Medina

ss.:



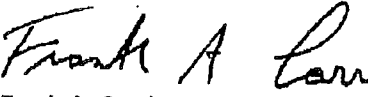


David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of August A.D., 2016




Frank A. Carrino, Secretary

BID 15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

REFERENCES: SEE ATTACHED SIMILAR PROJECTS

Agency Name	
Address	
City, State, Zip	
Contact Person	
Telephone	
Dates of Service	
Types of Service	
Comments	
Agency Name	
Address	
City, State, Zip	
Contact Person	
Telephone	
Dates of Service	
Types of Service	
Comments	
Agency Name	
Address	
City, State, Zip	
Contact Person	
Telephone	
Dates of Service	
Types of Service	
Comments	

COMPANY NAME: J.D. Hinson Company

J.D. Hinson Company Similar Projects

1. **Project Name:** Volusia Street Force Main

Owner: City of St. Augustine

Completed: 2015

Description: Construction of 848 LF of new 4" force main open cut and 915 LF of new 6" force main by directional drill.

Reference: Xavier Pellicer 904-825-1040

Dollar Amount: \$171,000

2. **Project Name:** E2Q19

Owner: FDOT

Completed: 2015

Description: Large diameter water main and force main construction

Reference: Tony Hemmerly: 904-693-8644

Dollar Amount: \$605,000

3. **Project Name:** Murphy Oil

Owner: Murphy USA, Inc.

Completed: 2014

Description: Complete site work of new Murphy Oil Gas and Convenience Station including utilities and storm drain

Reference: Harvey Bauer: 631-654-0660

Dollar Amount: \$101,000

4. **Project Name:** E2T03 US 1

Owner: FDOT

Completed: 2015

Description: up to 30" Storm drain construction and concrete work including end walls, sidewalk and driveways

Reference: Chris Wright: 904-296-2020

Dollar Amount: \$215,000

5. **Project Name:** US 1 & Health Park Rd

Owner: St. Johns County

Completed: 2015

Description: Drainage construction, sidewalk and curb

Reference: Danny Hinson: 904-262-3805

Dollar Amount: \$60,000

6. **Project Name:** T2528

Owner: FDOT

Completed: 2015

Description: Drainage construction, sidewalk and curb

Reference: Chris Wright: 296-2020

Dollar Amount: \$120,000

7. **Project Name:** Nassau Pond

Owner: FDOT

Completed: 2015

Description: Drainage construction, Earthwork, Roadway

Reference: Garrett Harrison: 904-355-5885

Dollar Amount: \$360,974

8. **Project Name:** Nassau County Guardrail

Owner: Nassau County

Completed: 2015

Description: Drainage construction, Earthwork, Guardrail at various locations

Reference: Chris Dixon: 904-530-6225

Dollar Amount: \$188,000

9. **Project Name:** Francis Avenue Improvements Phase I and II

Owner: City of Atlantic Beach

Completed: To be Completed 2016

Description: Water, Drainage construction, Roadway, sidewalk and curb

Reference: Jim Rigsbee

Dollar Amount: \$638,096

10. **Project Name:** Sawgrass Village

Owner: Hawkins Construction

Completed: 2016

Description: Drainage construction, Earthwork, Roadway

Reference: Kim Bryan

Dollar Amount: \$300,220

11. **Project Name:** Right Slip Lane Improvements

Owner: JTA

Completed: 2016

Description: Drainage construction, sidewalk and curb, earthwork and Roadway

Reference: Andy Rogers 904-633-8537

Dollar Amount: \$436,217

12. **Project Name:** E2U70

Owner: FDOT

Completed: 2016

Description: Drainage construction, sidewalk and curb, earthwork and Roadway

Reference:

Dollar Amount: \$215,988

13. Project Name: Plainfield Avenue

Owner: Town of Orange Park

Completed: To be Completed 2016

Description: Water, Sewer, Drainage construction, sidewalk and curb, earthwork and Roadway

Reference:

Dollar Amount: \$1,186,004

14. Project Name: Lem Turner Bus Pads

Owner: JTA

Completed: 2016

Description: Drainage construction, sidewalk and curb, earthwork and Roadway

Reference: Andy Rogers 904-633-8537

Dollar Amount: \$194,000

15. Project Name: Newnan Street and Hubbard Street Bridge

Owner: FDOT

Completed: 2016

Description: Drainage construction, sidewalk and curb, earthwork and Roadway

Reference: Garrett Harrison: 904-355-5885

Dollar Amount: \$370,643

16. Project Name: Combined Beaches Outfall

Owner: City of Atlantic Beach

Completed: To Be Completed 2016

Description: Remove and replace large outfall pipe

Reference:

Dollar Amount: \$531,000

TRENCH SAFETY ACT ACKNOWLEDGMENT

If this project involves trench excavations which will exceed a depth of five (5) feet, pursuant to Chapter 90-96, Laws of Florida, the requirements of the Florida Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this project.

The undersigned Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Quantity	Unit Cost	Extended Cost
A.	SLOPE SIDES	LF	2,000	2.00	4,000.00
B.					
C.					
D.					
E.					
				TOTAL:	4,000.00

Failure to complete the above may result in the bid being declared non-responsive.

Scrutinized Companies Certification
[Clay County Bid #15/16-29, Construction of Oakleaf Ballfield Parking Lot]

Name of Company: J.D. Hinson Company

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

(Seal)



Insert Name of Company:

J.D. Hinson Company

By: David Hinson

[Signature]
Its President

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

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

Vendor:

J.D. Hinson Company

By: 
Signature

David Hinson, President
Name and Title

P.O. Box 551097
Street Address

Jacksonville, FL 32255
City, State, Zip

9/11/14
Date

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>J.D. Hinson Company</u>		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) <u>P.O. Box 551097</u>	Requester's name and address (optional) <u>Clay County</u>	
6 City, state, and ZIP code <u>Jacksonville FL 32255</u>		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	
or								
Employer identification number								
03	-	0527982						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 9/6/14

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

May 25, 2016

J D HINSON COMPANY
PO BOX 551097
JACKSONVILLE FL 32255

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2017. However, the new application is due 4/30/2017.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, Sidewalk, Utilities

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D Autry

Alan Autry, Manager
Contracts Administration Office

Digitally signed by Alan D Autry
DN: c=US, o=IdenTrust ACES Business Representative,
ou=FLORIDA DEPARTMENT OF TRANSPORTATION, cn=Alan
D Autry,
0.9.2342.19200300.100.1.1=A01097C0000014DE2B7391800
004776
Date: 2016.05.25 14:51:39 -04'00'

AA:cj



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

HINSON, JAMES DAVID
J.D. HINSON COMPANY
PO BOX 551097
JACKSONVILLE FL 32255

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUC1224922

ISSUED: 06/29/2016

CERT UNDERGROUND & EXCAV CNTR
HINSON, JAMES DAVID
J.D. HINSON COMPANY

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1606290000897

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CUC1224922

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

HINSON, JAMES DAVID
J.D. HINSON COMPANY
PO BOX 551097
JACKSONVILLE FL 32255



ISSUED: 06/29/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606290000897



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**HINSON, JAMES DAVID
J.D. HINSON COMPANY
PO BOX 551097
JACKSONVILLE FL 32255**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC062284 ISSUED: 06/29/2016

**CERTIFIED GENERAL CONTRACTOR
HINSON, JAMES DAVID
J.D. HINSON COMPANY**

**IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018 L1606290000727**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC062284	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

**HINSON, JAMES DAVID
J.D. HINSON COMPANY
8031 GREEN GLADE ROAD
JACKSONVILLE FL 32256**



ISSUED: 06/29/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606290000727

J.D. Hinson Company
P.O. Box 551097
Jacksonville, FL 32255

SEALED
BID

RECEIVED
PURCHASING DIVISION

2016 SEP -6 A 11:45

CLAY COUNTY BOARD OF
COMMISSIONERS

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

Receipt for Bid #: 15/16-29

Company Name: _____

JD Hinson Co.

BID ON: # 15/1

32043

& parking lot

"REVISED SCHEDULE OF VALUES"					
BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT "PHASE I"					
Schedule of Values					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization	1.00	LS	67,593.15	67,593.15
2	Clearing	7.00	ACR	8,748.00	61,236.00
3	Grading / Striping	1.00	LS	129,082.80	129,082.80
4	Dewatering	1.00	LS	44,331.98	44,331.98
5	Silt Fence	2000.00	LF	1.55	3,100.00
6	Saw cut and Remove existing curb	70.00	LF	25.82	1,807.40
7	Remove existing fence and clay pitching area	1.00	LS	1,430.48	1,430.48
8	Temporary gravel entrance driveway	1.00	LS	2,731.20	2,731.20
9	Concrete sidewalk	270.00	SY	46.39	12,525.30
10	Asphalt pavement	5194.00	SY	33.17	172,284.98
11	Concrete curb	2500.00	LF	13.97	34,925.00
12	Type "C" inlets (35, 36, 38)	3.00	EA	1,995.88	5,987.64
13	Type "E" inlets (33, 37, 39)	3.00	EA	4,433.58	13,300.74
14	30" MES (34, 40)	2.00	EA	2,021.26	4,042.52
15	24" MES (41)	1.00	EA	2,225.15	2,225.15
16	18" RCP	183.00	LF	68.68	12,568.44
17	24" RCP	12.00	LF	86.41	1,036.92
18	30" RCP	495.00	LF	103.36	51,163.20
19	CS-A Structure Modification	1.00	LS	7,512.57	7,512.57
20	SMF-A-3 Control Structure	1.00	LS	13,550.11	13,550.11
21	Fill	6100.00	CY	9.41	57,401.00
22	Pond Excavation	7000.00	CY	8.19	57,330.00
23	Pond Cutt-off Wall	376.00	LF	68.78	25,861.28
24	6" white paint	1910.00	LF	0.46	878.60
25	H/C Striping and Signs	1.00	LS	4,050.21	4,050.21
26	St Augustine Sod	7760.00	SY	4.73	36,704.80
27	Seed and Mulch (Future Phase 2)	14000.00	SY	1.63	22,820.00
28	Landscape Installation	1.00	LS	21,473.10	21,473.10
BASE BID TOTAL PRICE =				\$ 868,954.57	

Total Base Bid written in words: Eight Hundred Sixty Eight Thousand Nine Hundred Fifty Four Dollars and Fifty Seven Cents
 Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

COMPANY NAME: Kirby Development, Inc

See attached drawing for additional information. Contractor shall verify all quantities prior to production of structures.

ADDENDUM #2 - REVISED SCHEDULE OF VALUES					
OAKLEAF BALLFIELD PARKING PHASE II (ALTERNATE BID ITEM)					
Phase 2					
Schedule of Values					
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Concrete Sidewalk	323.00	SY	56.51	18,252.73
2	Asphalt Pavement	10598.00	SY	30.19	319,953.62
3	Concrete Curb	2600.00	LF	15.73	40,898.00
4	Fill	1700.00	CY	22.10	37,570.00
5	Type "C" inlets (30, 31, 32, 33A)	4.00	EA	2,172.94	8,691.76
6	15" RCP	180.00	LF	65.17	11,730.60
7	18" RCP	560.00	LF	68.68	38,460.80
8	6" White Paint	4864.00	LF	0.46	2,237.44
9	HC Striping ans Signs	1.00	LS	3,315.58	3,315.58
10	St Augustine Sod	1800.00	SY	4.73	8,514.00
11	Landscape Installation	1.00	LS	23,619.60	23,619.60
ALTERNATE BID TOTAL PRICE =					\$ 513,244.13

Alternate Bid Total Written In Words: Five Hundred Thirteen Thousand Two Hundred Forty Four Dollars and Thirteen Cents

Alternate Bid award will be based on availability of funds.

COMPANY NAME: Kirby Development, Inc

BID #15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

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

CORPORATE DETAILS:

COMPANY NAME: Kirby Development, Inc

ADDRESS: 108 Lee Road

Jacksonville, Florida 32225

TELEPHONE: 904-821-5010

FAX #: 904-821-5011

E-MAIL: pbk@kirbydevelopment.com

Name of Person submitting Bid: Peter B. Kirby

Title: President

Signature: *Peter B. Kirby*

Date: 9-2-2016

Area Representative Contact Information: see above

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. One Date: 8-29-2016 Acknowledged by: *Peter B. Kirby*

Addendum No. Two Date: 8-30-2016 Acknowledged by: *Peter B. Kirby*

Addendum No. Three Date: 9-1-2016 Acknowledged by: *Peter B. Kirby*

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Kirby Development, Inc. as Principal, hereinafter called the Principal, and FCCI Insurance Company a corporation duly organized under the laws of the State of FL as Surety, hereinafter called the Surety, are held and bound unto Clay County Board of Commissioners as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount

Dollars(5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has submitted a bid for

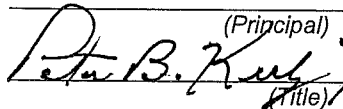
Construction of Oakleaf Ballfield Parking Lot

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 2nd day of September 2016

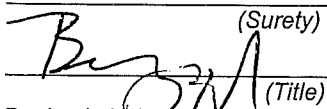
Kirby Development, Inc.


(Witness)

{  (Principal) (Seal)
President

FCCI Insurance Company


(Witness)

{  (Surety) (Seal)
Benjamin K. Powell, Attorney in Fact



More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Robert T. Theus; Walter N. Myers; Ben Powell; Susan W. Jordan; Fitzhugh Powell Jr

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): **\$5,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest:

Craig Johnson, President
FCCI Insurance Company



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

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

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

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2016

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

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 2ND day of September, 2011

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



BID 15/16-29, CONSTRUCTION OF OAKLEAF BALLFIELD PARKING LOT

REFERENCES:

Agency Name	Jacksonville Aviation Authority
Address	14201 Pecan Park Road
City, State, Zip	Jacksonville, Florida 32218
Contact Person	Michele L. Stephens
Telephone	904-741-2233
Dates of Service	2015
Types of Service	Construct 32,926 sy(23,000 +/- LF) of asphalt roadway complete with subgrade, limerock base, asphalt paving, drainage and markings
Comments	
Agency Name	Jacksonville Transportation Authority
Address	121 West Forsyth Street
City, State, Zip	Jacksonville, Florida 32202
Contact Person	Jessica Ligator
Telephone	904-630-3181
Dates of Service	2015
Types of Service	Construct a parking lot complete with drainage system, stabilized subgrade limerock base, asphalt paving, concrete paving striping, signage and signalization
Comments	
Agency Name	FDOT
Address	1109 S Marion Ave
City, State, Zip	Lake City, Florida 32025
Contact Person	Karle Maye, P.E.
Telephone	352-672-4322
Dates of Service	2016
Types of Service	Various Drainage Projects, including drainage replacement, milling, asphalt paving, sidewalk, curb, striping and grassing
Comments	

COMPANY NAME: Kirby Development, Inc

TRENCH SAFETY ACT ACKNOWLEDGMENT

If this project involves trench excavations which will exceed a depth of five (5) feet, pursuant to Chapter 90-96, Laws of Florida, the requirements of the Florida Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this project.

The undersigned Bidder acknowledges that included in the various items of the proposal and in the total bid price are costs for complying with the Florida Trench Safety Act. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Quantity	Unit Cost	Extended Cost
A.	Trench Shield	LS	1	9,874.00	9,874.00
B.					
C.					
D.					
E.					
				TOTAL:	9,874.00

Failure to complete the above may result in the bid being declared non-responsive.

Scrutinized Companies Certification
[Clay County Bid #15/16-29, Construction of Oakleaf Ballfield Parking Lot]

Name of Company:¹ Kirby Development, Inc

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

Insert Name of Company:

Kirby Development, Inc

(Seal)

108 Lee Road, Jacksonville, Florida 32225

By: Peter B. Kirby



Its President

Kirby Development, Inc

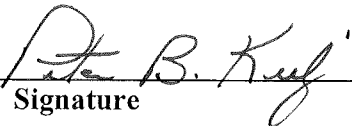
¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent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

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

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

Vendor:

Kirby Development, Inc

By: 
Signature

Peter B. Kirby, President
Name and Title

108 Lee Road
Street Address

Jacksonville, Florida 32225
City, State, Zip

9-2-2016
Date

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kirby Development, Inc	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 108 Lee Road	Requester's name and address (optional)
	6 City, state, and ZIP code Jacksonville, Florida 32225	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-			-		
or								
Employer identification number								
2	0	-	5	8	7	7	8	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶ **8-24-2016**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

KIRBY, PETER B
KIRBY DEVELOPMENT INC
108 LEE RD.
JACKSONVILLE FL 32225



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC059922

ISSUED 07/05/2016

CERTIFIED GENERAL CONTRACTOR
KIRBY, PETER B
KIRBY DEVELOPMENT INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2018 L1607050001498

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC059922

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



KIRBY, PETER B
KIRBY DEVELOPMENT INC
108 LEE RD.
JACKSONVILLE FL 32225

ISSUED: 07/05/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607050001498

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CUC056973

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



KIRBY, PETER B
KIRBY DEVELOPMENT INC
108 LEE RD.
JACKSONVILLE FL 32225

ISSUED: 07/05/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607050001995



KIRBDEV-01 DPARATORE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2015

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

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

PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202		CONTACT NAME: Dora A Paratore PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722 E-MAIL ADDRESS: dparatore@cwppowellins.com		
INSURED Kirby Development, Inc. 4312 Pablo Professional Court Jacksonville, FL 32224		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Westfield Ins Co		24112
		INSURER B: FCCI Insurance Company		10178
		INSURER C: Great American Insurance Co		16691
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CWP4909645	10/10/2015	10/10/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CWP4909645	10/10/2015	10/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CWP4909645	10/10/2015	10/10/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	001WC15A62722	10/10/2015	10/10/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Umbrella			SBE429433200	05/28/2015	05/28/2016	Per Occurrence/Agg 4,000,000

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

Sunbelt Rentals is Additional Insured on the General Liability and Loss Payee on the Equipment per the attached endorsement. Leased/Rented Equipment Coverage: \$100,000 per item

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Kirby Development Inc.
108 Lee Road
Jacksonville, FL 32225-6515

RECEIVED
PURCHASING DIVISION

SEP 16 - 6 A 11:08

CLAY COUNTY BOARD OF
COMMISSIONERS

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

Receipt for Bid #: 15/16-29

Company Name: _____

Kirby Dev., Inc.

Bid # 15/16-29,

1151cd Parking

Please Rush

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN 5-2-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	20 April 2017	
Staff Member Preparing Form:	James Householder	
Department Submitting Contract:	Facilities Management Office	
Vendor Name:	Besch and Smith Civil Group Inc.	
Contract Title:	Agreement/Contract #16/17 - _____ Construction of Oakleaf Park Ballfield Parking Lot	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		\$732,453.68
1. New Contract	Y	N
2. Renewal/Amend./Supplement	Y	N
3. Sole Source ** (explain below)	Y**	N
4. Quotes/bid policy met	Y	N
5. Need to waive bid policy	Y	N
6. Automatic renewal	Y	N
7. Standard Addendum Executed	Y	N
8. Advance Payment Required	Y	N
9. Contract Amount (*Detail negotiation efforts below)	\$732,452.78	
10. Last Year's Price (*If increase explain below)	N/A	
11. Date of Original Contract	N/A	
12. Number of Renewals	N/A	
13. Length of Term	120 Days from commencement	
Requested Action: Approval of Agreement / Contract #16/17 - _____, Construction of Oakleaf Park Ballfield Parking Lot		
Funding Source	Background/Purpose: The bids for this project were opened on 6 September 2016, Besch and Smith Civil Group was selected based on lowest price and previous work performance for the County.	
Account Number: 305-6061-563000		
Account Name: CIP - Oakleaf Parking - Improvements other than Bldgs.		

Approvals

Purchasing: <i>JS</i>	No Changes	With Changes
Review Date: 4-25-17		<i>✓</i>

Recommended Changes: ** See handwritten comments on page 1, Sections 2-1(e); 3-1; 3-2; 4-1; 4-2; 4-4; 8-1; 9-1; 11-1; 13-2; 22-1 and 25-1.*

** Also, see handwritten comments on the Scrutinized Companies Certification & the last page of the Contract submittal. * The Bid tally reflects the price of \$732,453.68 in lieu of \$732,452.78.*

Budget: <i>JS</i>	No Changes	With Changes
Review Date: 4/25/17	<i>✓</i>	

Allocation equal after (Pending) non-CIE BCC approval - 4/25/17

Finance: <i>CM</i>	No Changes	With Changes
Review Date: 4/25/17	<i>✓</i>	

*Price Negotiation Efforts: _____

County Attorney: <i>MM</i>	No Changes	With Changes
Review Date: 4/25/17		<i>✓</i>

→ See changes noted on documents along with Dan's notes

** Sole Source Explanation: _____

** All comments have been addressed JS*

4-26-17

RECEIVED
PURCHASING DIVISION
11 APR 25 A 8:31
CLAY COUNTY BOARD OF COMMISSIONERS

Construction of Oakleaf Ballfield Parking Lot "Phase I"

THIS CONTRACT for "Phase I" Construction of a Parking Lot at Oakleaf Park (this "Contract") is entered into as of the _____ day of _____, 2017, between **Clay County**, a political subdivision of the State of Florida (the "County"), by and through its Board of County Commissioners (hereinafter referred to as the "Board"), and **Besch and Smith Civil Group, Inc.** a Florida corporation (the "Contractor"), whose address is 345 Cumberland Industrial Ct., St. Augustine, FL 32095.

SECTION 1. PURPOSE AND PROJECT

1-1. The Contractor in consideration of the payments agreed to be made by the County, hereby covenants and agrees to furnish and deliver all material, and to perform all the work and labor required for the following project in accordance with this Contract and the Contract Documents hereinafter identified:

- 1-1.1. Bid #15/16-29
- 1-1.2. Addendum #1 to Bid #15/16-29
- 1-1.3. Addendum #2 to Bid #15/16-29
- 1-1.4. Addendum #3 to Bid #15/16-29

Construction of Oakleaf Ballfield Parking Lot (the "Project").

SECTION 2. GOVERNING DOCUMENTS

2-1. For purposes of this Contract, the "Bid Solicitation" shall mean the County's Bid No. 15/16-29 including all addendums thereto; the "Plans" shall mean the plans of the Project incorporated into the Bid Solicitation; the "Specifications" shall mean the written specifications for the Project incorporated into the Bid Solicitation. The Contractor shall construct the Project all in accordance with the improvements reflected in the Plans. For purposes of this Contract, the Plans are incorporated herein by reference and are made a part hereof. In performing the work of the Project, the Contractor shall also comply with and conform to all requirements set forth in the bid instructions provided in the Bid Solicitation. A copy of said bid instructions is incorporated by reference herein. Said requirements include, but are not limited to, those pertaining to Utility locate and protection, dewatering, all QC testing, and erosion control. The Contractor shall complete the Project and shall perform the work contemplated in this Contract in strict conformity with the following documents which are incorporated by reference and made a part hereof:

- (a) The Plans, Dated 6 June 2016;
- (b) The Florida Department of Transportation 2017 Design Standards for Construction Operations on the State Highway System, Topic No. 625-010-003

and all supplements thereto;

- (c) The Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2017 edition and all supplements thereto, when not covered otherwise herein;
- (d) The County's Standard Addendum to all Contracts and Agreements;
- (e) The Scrutinized Companies Certification
- (f) The Bid Solicitation;
- (g) The Contractor's written response to the Bid Solicitation (the "Contractor's Response"); and,
- (h) Those other documents defined or referred to in the Bid Solicitation on file at the offices of the County's Engineering Division which are approved by the County. All documents described above are kept on file in the County's Engineering Division or Purchasing Division.

This instrument and all of the documents enumerated above together comprise this Contract.

SECTION 3. INDEMNIFICATION

- 3-1 The Contractor shall fully defend, protect, indemnify and hold harmless the County and all of its principals, employees, officers, agents, servants and contractors (collectively, the Indemnitees), from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. The provisions of this paragraph shall survive any termination of this Contract.
- 3-2. With respect to any indemnification by the County provided under this Contract, 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.
- 3-3. Nothing in this Contract or any of the documents identified in Section 2-1 shall be construed as providing any subcontractor, as defined in Section 9-3 with any rights or remedies against the County or any of its employees, principals, officers or agents for nonpayment or otherwise.

SECTION 4. CONTRACT AMOUNT

- 4-1. For purposes of this Contract, the Contract Amount is defined as the Contract Price set forth in subsection 4-2 as adjusted by approved supplemental agreements ("Supplemental Agreements").
- 4-2. In consideration of the premises, the County agrees to pay all associated construction costs, as identified in the Bid Solicitation and the Contractor's Response, to the Contractor for the Project in accordance with the terms of this Contract. The total price for the work of the Project is Seven Hundred Thirty Two Thousand, Four Hundred Fifty Three Dollars and Sixty Eight Cents (\$732,453.68) herein referred to as the "Contract Price". Payments are to be made at the unit prices and lump sums specified for the various items in the Contractor's schedule of prices set forth in the Contractor's Response, upon presentation of the proper certificates to the person designated by the County Manager as the County's representative (the "County Representative") upon the terms set forth in the Specifications. The actual amount to be paid to the Contractor under this Contract shall be the total amount based on the unit prices and lump sums contained in the Contractor's Response for the work actually authorized and performed, not to exceed the total price of \$732,453.68.
- 4-3. Whenever any change or combination of changes in the Plans results in an increase or decrease in the original quantities set forth in the Plans or the Bid Solicitation, and the work added or eliminated is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of work performed.
- 4-4. Supplemental Agreements shall be used to clarify the Plans, to provide for differences which result in the Contractor's work effort exceeding the original Contract Amount, to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing pavement, to settle Contract claims, and to make the Project functionally operational in accordance with the intent of the original Contract. Supplemental Agreements may be used to expand the physical limits of the Project only to the extent necessary to make the Project functionally operational in accordance with the intent of this Contract in its initial, un-amended version. No work covered by a Supplemental Agreement shall be performed before the County Representative gives written authorization. Such written authorization shall set forth the prices agreed upon and other pertinent information and shall be reduced to written contract document form promptly. No payment shall be made on a Supplemental Agreement prior to County approval of the document. In addition, the County shall make no payment for any unauthorized work.

SECTION 5. TIMELY PERFORMANCE

- 5-1. The Contractor agrees to perform all necessary work as provided for in this Contract, the Plans, and the Bid Solicitation.

- 5-2. The date on which days will begin to be charged to the Project (the "Notice to Proceed Date") shall be either (1) the 10th calendar day from the date of issuance by the County Representative of the initial notice to begin work or, (2) the date on which the Contractor actually begins work, whichever date is the earlier.
- 5-3. The Contractor shall accomplish substantial completion of the Project within 90 calendar days from the Notice to Proceed Date (the "Substantial Completion Date").
- 5-4. The Contractor shall accomplish final completion of the Project within 150 calendar days from the Notice to Proceed Date (the "Final Completion Date").
- 5-5. The Contractor shall furnish a sufficient and satisfactory performance bond in the sum of not less than 100% of the Contract Amount. In addition, the Contractor shall furnish a payment bond in the same sum, as required in the Bid Solicitation prior to Project commencement. The bond format will be provided by the County to the Contractor for proper execution and shall comply with Section 255.05, Florida Statutes. The Contractor shall cause the bonds required herein to be recorded in the public records of the County prior to commencing any work on the Project at the Contractor's sole cost and expense, and shall deliver the recorded bond to the County.
- 5-6. The Contractor shall provide a certificate of insurance as required in the Bid Solicitation, naming Clay County, a political subdivision of the State of Florida and its Board of County Commissioners, as their interests may appear, as additional insureds under general liability.
- 5-7. A Supplemental Agreement shall be used when a time extension is required due to any unforeseen circumstances; provided, Supplemental Agreements shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor. Such Supplemental Agreement shall set forth the agreed amount of time for such extension.

SECTION 6. DEFAULT

- 6-1. In case of default on the part of the Contractor, actions for all expenses incidental to ascertaining and collecting losses under the bond required under Section 5, including accounting, engineering and legal services, together with any and all costs incurred in connection with renegotiating this Contract, shall lie against the bond, in addition to all other liabilities secured by the bond.
- 6-2. If the Contractor fails to begin the work under this Contract as of the Notice to Proceed Date or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of this Contract or performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after

notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily, or allows any final judgment to stand against it unsatisfied for a period of ten calendar days, or makes an assignment for the benefit of creditors, or for any other cause whatsoever fails to carry on the work in an acceptable manner, or if the surety executing the bond for any reasonable cause becomes unsatisfactory in the opinion of the County, the County Representative will give notice in writing to the Contractor and its surety of such delay, neglect, default or opinion.

- 6-3. If the Contractor, within a period of ten calendar days after the notice described in subsection 6-2, shall not proceed to correct the conditions of which complaint is made, including providing a new bond or bonds to the County, the County shall, upon written certificate from the County Representative of the fact of such delay, neglect, default or opinion and the Contractor's failure to correct such conditions, have full power and authority, without violating this Contract, to take the prosecution of the work out of the hands of the Contractor and to declare this Contract to be in default.
- 6-4. This Contract is to be binding upon the County and upon the Contractor, its heirs, successors, administrators, or assigns and is voidable and may be terminated by the County if the provisions of the statutes and documents incorporated herein relative thereto are not complied with.
- 6-5. Termination of this Contract or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion, nor shall it relieve its surety of the surety's obligation for and concerning any just claims arising out of the work performed.

SECTION 7. TERMINATION

- 7-1. The County may terminate this Contract or any amendment hereto at its convenience without cause. In the event of termination the Contractor will be compensated for acceptable work authorized and completed prior to the date of termination.

SECTION 8. LIQUIDATED DAMAGES

- 8-1. Liquidated damages for default by the Contractor in completion of the work are established using the schedule found in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (2017 Edition), Section 8, Subsection 8-10.2. The amount thereof is specified in subsection 8-3 of this Contract. The liquidated damages amount derived from the said schedule will be used in the event of default in achieving final completion of the Project by the Final Completion Date.
- 8-2. Time for completion of the work of the Project is of the essence. Time is of the essence in the performance of this Contract and the Contractor acknowledges that the County will incur damages if the Contractor fails to cause the Project to be finally completed on time as specified in subsection 5-4. The types and amounts of such damages are not

susceptible to ready and reliable determination with any reasonable degree of certainty. The liquidated damages provided herein represent a fair, reasonable and negotiated determination thereof. In the event of delayed completion, the County may recover the liquidated damages from either the Contractor or the performance and payment bond surety without being required to present any evidence of the amount or character of actual damages sustained by reason thereof. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform and complete its services so that (i) the work is substantially completed by the Substantial Completion Date; and (ii) the work is finally completed by the Final Completion Date.

- 8-3. Should the Contractor fail to achieve final completion of the Project by the Final Completion Date, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of One Thousand Five Hundred and Eighty Four Dollars (\$1,584) per calendar day for each and every day after the Final Completion Date that final completion has not been achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until final completion has been achieved by any completing contractor. Regardless of whether this Contract time is stipulated in calendar days or working days, default days for liquidated damages purposes shall be counted in calendar days. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County.
- 8-4. Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of this Contract time allowed, including extensions of time granted to the Contractor, shall in no way act as a waiver on the part of the County of the liquidated damages due under this Contract.

SECTION 9. PARTIAL PAYMENTS

- 9-1. The Contractor may request payment no more than once monthly, based on the amount of work done or completed. All payments found to be in error shall be subject to correction in the payments subsequent thereto, and in the final payment. Payments will be made in accordance with the Local Government Prompt Payment Act. Payment requests by the Contractor shall be filed in accordance with the schedule provided by the County to match the meeting schedule of the Board.
- 9-2. The amount of such payments shall be the total value of the Project work completed to the date of the request, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes, as follows:
 - (a) The County may withhold from each progress payment due to be made to the Contractor under this Contract an amount not to exceed 10 percent of said payment as retainage until 50 percent completion of the work of the Project has

been achieved.

- (b) After 50 percent of the work of the Project has been achieved, the County may withhold from each progress payment thereafter due to be made to the Contractor under this Contract an amount not to exceed 5 percent thereof as retainage. The term "50 percent completion" means the point at which the County has expended 50 percent of the Contract Amount as adjusted by approved Supplemental Agreements, together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in this Contract.
 - (c) After 50 percent of the work of the Project has been achieved, the Contractor may present to the County a payment request for up to one-half of the retainage held by the County. The County shall promptly pay such amount to the Contractor, unless the County has grounds, pursuant to subsection (6) of Section 255.078, Florida Statutes, for withholding such payment of retainage.
- 9-3. Prior to submitting any request for payment, the Contractor shall certify that all subcontractors and suppliers performing any of the work or supplying any of the materials with respect to the Project have received their pro rata share of previous periodic payments to the Contractor for all work completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the work or supplying any of the materials with respect to the Project their pro rata shares of the payment for all work completed and materials supplied. The term "subcontractor", as used herein, shall also include persons or firms supplying materials or equipment incorporated into the work or stockpiled in the vicinity of the Project for which partial payment has been made by the County, and work done under equipment rental agreements. The County will withhold progress payments from the Contractor for failure to submit any of the following in a timely or accurate manner:
- (a) Erosion Control Reports;
 - (b) Material Certifications;
 - (c) Progress Estimate and other required forms.
- 9-4. Nothing in this Contract or in any of the documents identified in subsection 2-1 shall be construed as providing any subcontractor, as defined in subsection 9-3, with any rights or remedies against the County or any of its employees, principals, officers or agents for nonpayment or otherwise.

SECTION 10. RECOVERY RIGHTS AND RECORDS

- 10-1. The County reserves the right should an error be discovered in any payments, or should proof of defective work or materials used by or on the part of the Contractor be

discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

- 10-2. All records pertaining to the Project shall be retained by the Contractor for a period of six years from the date of final acceptance of the Project. Upon request, all such records shall be made available to the County or its representatives. For the purposes of this Contract, records shall include all books of account, supporting documents and papers deemed necessary by the County to assure compliance with the provisions of this Contract. Any other provisions of this Contract or any of the documents identified in subsection 2-1 to the contrary notwithstanding, in the event litigation pertaining to this Contract is commenced during the six year period, the records retention period provided herein shall be extended until the litigation, including any appeal proceedings related thereto, is finally concluded.

SECTION 11. SUBLETTING

- 11-1. Subletting any portion of the Contractor's duties may only be accomplished in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2017 edition, maintained on file in the office of the County's Engineering Division.

SECTION 12. AUTHORITY TO SUSPEND WORK

- 12-1. The County Representative shall have the authority to suspend the work of the Project, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the work. Should the County be prevented or enjoined from proceeding with the work of the Project either before or after the start of construction by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert any claim for damage for soft costs or assumed costs attributable to such delay, but hard cost, i.e. Remobilization, MOT, Erosion Control, etc., will be considered per section 4-4. Time for completion of the work will be extended to such reasonable time as the County may determine will compensate for time lost by such delay, with such determination to be set forth in writing.

SECTION 13. PRESERVATION OF PROPERTY

- 13-1. The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the Plans. The types of property contemplated in the immediately preceding sentence include but are not limited to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrails, pipes and underground structures, and public highways. Whenever such property is damaged as a result of the performance of the work, or through the negligence of the Contractor, the property shall be immediately replaced or restored to a condition

similar or equal to that existing before such damage or injury was caused by the Contractor, at the Contractor's sole expense, or the Contractor shall otherwise make good such damage or injury in a manner acceptable to the owner of the property.

SECTION 14. FAILURE TO RESTORE DAMAGED PROPERTY

- 14-1. In case of failure on the part of the Contractor to comply with the requirements of subsection 13-1 with regard to a specific item of property, the County Representative may upon 48 hours prior written notice to the Contractor, proceed to repair, rebuild or otherwise restore such item of property as may be deemed necessary by the County, and the cost thereof will be deducted from any moneys due or which may become due to the Contractor under this Contract. Nothing in this subsection shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property not shown on the Plans which is made necessary by alteration of grade or alignment and has been expressly authorized by the County Representative, provided that such property has not been damaged as a result of the performance of the work or through fault of the Contractor, its employees or agents.

SECTION 15. AUDIT OF CONTRACTOR'S RECORDS

- 15-1. The County reserves the right to conduct any audit of the Contractor's records pertaining to the Project deemed necessary by the County. Such an audit, or audits, may be conducted at any time prior to final payment, or thereafter pursuant to Section 10. The County may also require submittal of the records from either the Contractor, or any of its subcontractors or both. The Contractor shall make the aforementioned requirement a provision in its agreements with all subcontractors. For purposes of this Contract, records shall include all books of account, supporting documents and papers deemed necessary by the County to assure compliance with the provisions of this Contract.
- 15-2. Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from quoting and bidding for future contracts or disapproval as a subcontractor at the option of the County.
- 15-3. The Contractor shall assure that each of its subcontractors will provide access to the subcontractor's records pertaining to the Project upon request by the County.

SECTION 16. HEADINGS

- 16-1. The headings of the sections contained in this Contract and in its attachments and other documents incorporated by reference are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, attachments or incorporated documents.

SECTION 17. CHOICE OF LAW/FORUM

- 17-1. 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. Jurisdiction shall be limited to the courts of the State of Florida, and venue shall lie exclusively in Clay County, Florida.
- 17-2. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Contract or regarding the rights, remedies, obligations or liabilities of the parties arising under this Contract, or seeking damages or some other remedy pertaining to the Contract, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

SECTION 18. SEVERABILITY

- 18-1. In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

SECTION 19. ACCEPTANCE OF FINAL PAYMENT

- 19-1. The Contractor's acceptance of the final payment by the County hereunder shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of or by reason of work done or material furnished under this Contract. The Contractor will then be released from further obligation except as set forth in its bond, and except as provided in Sections 10 and 20.

The County shall not be obligated to remit final payment under this Contract until the following items have been submitted to and approved by the County in proper form and substance:

- (a) As-Built Drawings based on the Plans;
- (b) Releases of Liens or equivalent proof of payments to subcontractors and suppliers;
- (c) Completed punch-list generated from final inspection (As-Built Drawings are required seven calendar days prior to scheduling the final inspection);
- (d) Contractor's Warranty and any warranties from third parties;
- (e) Certificate of Final Payment;

- (f) Consent of Final Payment from the Surety.

SECTION 20. WARRANTY AND REPAIR COVENANT

- 20-1. The following Contractor's Warranty shall apply to the Project: The Contractor covenants to use such materials in constructing the Project and to construct the work and improvements of the Project so that same will be and remain in good repair and serviceable condition, smooth and free from any defects that will impair its usefulness as a parking lot, for a period of two years after the Final Completion Date. The Contractor further covenants that it will repair or reconstruct said improvements at its sole expense when necessitated within that time by any fault of materials, methods or processes employed in the construction thereof. The Contractor further covenants that said improvements for such term shall be and remain in good repair and serviceable condition, smooth and free from any defects that will impair the usefulness thereof as a parking lot, and should the same at anytime within said period, in the judgment of the County, whose judgment shall be final and conclusive, become defective and be not in good repair and serviceable condition, smooth and free from any defects that will impair the usefulness thereof as a parking lot, by reason of any defective materials, workmanship, methods, or processes, then the County shall cause to be served upon the Contractor a notice in writing to repair such improvements or portions thereof, or reconstruct the same and put the same in good repair and serviceable condition, free from any defects that will impair the usefulness thereof as a parking lot, and the Contractor shall promptly comply therewith at its sole expense.

Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and this Contract.

SECTION 21. WASTE MATERIAL DISPOSAL

- 21-1. The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris or waste generated by the work of the Project, all at no additional cost to the County.

SECTION 22. COUNTERPARTS

- 22-1. This Contract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 23. ASSIGNABILITY

- 23-1. The Contractor shall not assign any of its rights or duties under this Contract to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to

assign any such rights or duties without securing such prior written consent, this Contract may be declared terminated by the County.

SECTION 24. PLAN AMENDMENTS

24-1. None.

SECTION 25. THIRD PARTY BENEFICIARIES

25-1. Any other provisions of this Contract to the contrary notwithstanding, no third party beneficiaries are intended or contemplated under this Contract or in any of the documents identified in subsection 2-1, and no third party shall be deemed to have rights or remedies arising under this Contract or such documents against either party to this Contract.

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

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

By: _____
Wayne Bolla
Its Chairman

ATTEST FOR THE COUNTY:

Besch and Smith Civil Group, Inc.
a Florida corporation

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

By: _____

Its _____ President

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS
[Construction Services]**

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

1. As used in this paragraph and in paragraph 2, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) To the extent not otherwise expressly provided in the Agreement, the following provisions shall apply to all Invoices submitted by the Contractor for construction services as defined in the Act:

(i) The Contractor shall submit an Invoice no more frequently than once per calendar month.

(ii) The County will make payments when due in the form of an ACH wire transfer, or County warrant from a U.S. financial institution.

(iii) Invoices shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with the Agreement, and that the Contractor knows of no reason why payment should not be made as requested. Each Invoice submitted must include the following information and items:

(1) The Contractor's name, address and phone number, including payment remittance address.

(2) The name, address and phone number of the Contractor's employee or agent to whom notices and inquiries regarding the Invoice may be directed.

(3) The Invoice number and date.

(4) Reference to the Agreement by its title and number as designated by the County.

(5) The period of the Work covered by the Invoice.

(6) A progress report detailing the Work performed for which payment is requested in sufficient detail to permit the Paying Agent to evaluate whether the same has been properly installed or performed in full accordance with this Agreement.

(7) Supporting documentation necessary to satisfy auditing requirements, for cost and Work completion; however, the Contractor shall not be required to include or disclose its confidential and proprietary raw costs or pricing data.

(iv) An Invoice that does not conform with subsubparagraphs (i) through (iii) will not be considered a proper invoice as defined in the Act. The Contractor must submit each Invoice to the Paying Agent at the address specified in the Agreement, or if the Agreement does not specify an address, then at the following address: Post Office Box 1366, Green Cove Springs, Florida 32043.

(b) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 20 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

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

(d) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for construction services as defined in the Act, the following provisions shall apply:

(a) Except as otherwise defined in the Agreement, as used in this paragraph, the term "County Representative" means the County's project manager as identified in the Agreement, or if not so identified, the Manager or the Manager's designee; the term "Project" means the project for which the construction services are provided; and the term "substantial completion" means the achievement of beneficial occupancy or use of the Project. Promptly upon the achievement of substantial completion of the Project, the Contractor shall submit written notice thereof to the County Representative. If the

County has engaged an architect or engineer providing services to the County in connection with the construction and/or inspection of the Project (the Design Professional), the Contractor shall provide a copy of said notice thereto. Within 5 business days following the service of such notice, the Contractor, the County Representative and any Design Professional shall meet to inspect the Project for the purpose of developing a single written list of items required to render the Project complete, satisfactory and acceptable (the Punch List). The Contractor shall prepare the Punch List and, within 5 business days following the inspection, shall deliver a copy of the same to the County Representative and any Design Professional. The County Representative shall have 5 business days to review the Punch List as submitted by the Contractor and to notify the Contractor in writing whether the same is approved or disputed. Any disputed items shall be identified with reasonable specificity in the County Representative's notice. If items are disputed, within 5 business days thereafter, the Contractor, the County Representative and any Design Professional shall meet for the purpose of working in good faith to resolve the same. Within 2 business days thereafter, the Contractor shall deliver to the County Representative and any Design Professional a revised Punch List reflecting the resolution of the disputed items. Within 2 business days following receipt thereof, the County Representative shall review the same and notify the Contractor in writing whether the same is approved.

(b) If the estimated cost of the Project is less than \$10 million, the process for completing and approving the Punch List and any revision thereto under subparagraph (a) shall be completed within 30 calendar days after substantial completion has been achieved. If the estimated cost of the Project is \$10 million or more, the process for completing and approving the Punch List and any revision thereto under subparagraph (a) shall be completed within 30 calendar days after substantial completion has been achieved, or, if extended under the terms of the Agreement, within 60 days after substantial completion has been achieved.

(c) Upon receipt of the County's notice approving the Punch List, as the same may be revised, the Contractor shall have 30 calendar days to complete the items identified therein.

(d) The provisions of Section 218.735, Florida Statutes are incorporated by reference in the Agreement to the extent applicable or not otherwise addressed in this paragraph or the Agreement, and the parties shall be bound to perform as provided thereunder.

(e) This paragraph shall not apply if the total cost of the Project as identified in the Agreement is \$200,000 or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 269-6352, Ann.Mitchell@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

17. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

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:

Besch and Smith Civil Group, Inc.

(Corporate Seal)

By: _____

Scrutinized Companies Certification
[Clay County: Construction of Oakleaf Park Ballfield Parking Lot]

Name of Company:¹ Besch and Smith Civil Group

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:

Besch and Smith Civil Group, Inc.

(Seal)

By: _____

Its _____

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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 2 3:00 PM

TO: Finance and Audit Committee

DATE: 4/26/2017

FROM: Karen Thomas, Administrative &
Contractual Services

SUBJECT:

Approval to post notice of intent and award Bid #16/17-13, HVAC Control System Diagnostics and Replacement at the Clay County Courthouse to Certified Control Systems for a cost of \$98,372.00. Approval will be effective after 72 hour bid protest has expired, assuming no protests are received. Funding Source: 106-1000-546100 (Court Facility Fund / Court Facilities / Repairs and Maintenance) (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Eight companies attended the mandatory pre-bid meeting. Five bids were received, however ThermaServe, Inc. was disqualified as they did not utilize the revised price sheet as required in the bid addendum. The vendor acknowledgment receipt of Addendum No. 1 but did not utilize the revised price therefore it could not be determined if all bid items were addressed in their price.

Is Funding Required (Yes/No):

Yes

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

Yes

Funding Source: Court Facility Fund / Court Facilities / Repairs and Maintenance
Account #: 106-1000-546100

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

- ▢ [Memo - Comparison](#)
- ▢ [Certified Control submittal](#)
- ▢ [Brooks submittal](#)
- ▢ [ThermaServe submittal](#)
- ▢ [Shine & Co submittal](#)
- ▢ [W W Gay submittal](#)
- ▢ [bid invite and manditory meeting list](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	4/26/2017 - 1:19 PM	
County Manager	Slaybaugh, Jaclyn	Approved	4/28/2017 - 10:34 AM	

<p style="text-align: center;">Bid Comparison</p> <p style="text-align: center;">Bid 16/17 - 13 HVAC Control System Diagnostics and Replacement at the Clay County Courthouse</p>											
Schedule of Values				Certified Controls		WW Gay		Brooks Bldg Solutions		Shine and Company	
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT		Cost		Cost		Cost		Cost
1	Conduct test of existing DDC system	1.00	LS		\$ 936.00		\$ 5,252.00		\$ 5,866.40		\$ 9,286.00
2	Replace duct mounted temp sensors	15.00	EA		\$ 756.00		\$ 2,201.00		\$ 850.00		\$ 3,347.00
3	Add return air humidity sensors	5.00	EA		\$ 1,326.00		\$ 2,237.00		\$ 1,400.00		\$ 5,370.00
4	Reolace static pressure sensors	5.00	EA		\$ 1,346.00		\$ 1,385.00		\$ 1,116.67		\$ 2,000.00
5	Replace space temperature sensors	72.00	EA		\$ 8,119.00		\$ 10,353.00		\$ 9,360.00		\$ 9,478.00
6	Replace air flow monitors	5.00	EA		\$ 8,852.00		\$ 14,518.00		\$ 11,400.00		\$ 11,322.00
7	Replace chilled water current sensors	8.00	EA		\$ 268.00		\$ 1,142.00		\$ 613.33		\$ 3,281.00
8	Replace chilled water temperatue sensors	4.00	EA		\$ 232.00		\$ 485.00		\$ 653.33		\$ 2,830.00
9	Replace chilled water control valve actuators	5.00	EA		\$ 3,935.00		\$ 1,890.00		\$ 1,183.33		\$ 5,313.00
10	Post component replacement testing	1.00	LS		\$ 2,200.00		\$ -		\$ -		\$ 9,286.00
11	Replace Honeywell Plant manager	5.00	EA		\$ 4,701.00		\$ 6,322.00		\$ 16,450.00		\$ 25,179.00
12	Replace Honeywell W7751 J	72.00	EA		\$ 27,144.00		\$ 28,665.00		\$ 47,520.00		\$ 25,320.00
13	Replace Honeywell W7760c Plant manager	1.00	EA		\$ 2,900.00		\$ 1,820.00		\$ 4,500.00		\$ 15,104.00
14	Replace WEB 545 AX controller	2.00	EA		\$ 3,307.00		\$ 6,737.00		\$ 12,500.00		\$ 7,890.00
15	Replace Honeywell W7750 A	4.00	EA		\$ 1,242.00		\$ 2,212.00		\$ 3,808.00		\$ 5,029.00
16	Communications Trunk Cable	80.00	LF		\$ 3,935.00		\$ 13,583.00		\$ 120.00		\$ 42,350.00
17	Communications Conduit	5.00	CLF		\$ 500.00		\$ 1,419.00		\$ 3,845.00		
18	Stainless Steel Outside Air Dampers	5.00	EA		\$ 6,731.00		\$ 6,958.00		\$ 7,750.00		\$ 11,361.00
19	Outside Air Damper Actuators	5.00	EA		\$ 1,887.00		\$ 1,890.00		\$ 1,183.33		\$ 5,348.00
20	Outside Air Damper Actuators DDC integration	1.00	LS		\$ -		\$ 813.00		\$ -		\$ 4,156.00
21	Installation of DD system Software	1.00	LS		\$ 7,115.00		\$ 11,039.00		\$ 2,826.67		\$ 9,286.00
22	Commision DDC system sequence of operatio	1.00	LS		\$ 4,680.00		\$ 4,065.00		\$ 28,966.67		\$ 9,286.00
23	Train personnel on system	1.00	LS		\$ 4,212.00		\$ 1,829.00		\$ 1,466.67		\$ 9,286.00
24	Provide test and balance of VAVs	72.00	EA		\$ 2,048.00		\$ 13,157.00		\$ 10,665.60		\$ 8,892.00
BASE BID TOTAL PRICE =					\$ 98,372.00	TOTAL =	\$ 139,972.00	TOTAL =	\$ 174,045.00	TOTAL =	\$ 240,000.00

** Thermaserve, Inc. acknowledged the receipt of a revised bid sheet by signature but failed to provide the correct bid sheet or calculations and were susequently disqualified.

BID RECOMMENDATION
Bid #16/17-13, HVAC Control System Diagnostics and Replacement
at the Clay County Courthouse

BIDDERS

BID TOTAL

<u>Brook & Building Solutions</u>	<u>\$ 174,045.00</u>
<u>Therma Serve, Inc.</u>	<u>\$ 73,270.00</u>
<u>W.W. Gay Mechanical, Inc.</u>	<u>\$ 139,972.00</u>
<u>Shine and Company, Inc.</u>	<u>\$ 240,000.00</u>
<u>Certified Controls Systems</u>	<u>\$ 98,372.00</u>
<u>Dorado Services, Inc</u>	<u>NO BID</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

TITLE

<u>James Householder</u>	<u>Facilities Manager</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

RECOMMENDATION:

Staff recommends awarding bid 16/17-13 to
Certified Control Systems based on lowest correct bid.
Thermaserve Inc. Did not submit the appropriate bid
form and therefore was disqualified.

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

BID TABULATION FORM

Bid: 16/17-13

Proj: HVAC Control System Diagnostics & Replacement at the Clay County Courthouse

Ad: Clay Today, March 9, 2017

Date: April 4, 2017

Time Open: 1:00

Time Close: 1:10

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

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

	Bidder	Bid Bond	Bond Check	Receipt Addenda	Copies	W9	Insurance	Bid Total
1	Brooks Building Solutions	✓		✓	✓	✓	✓	\$174,045.00
2	Thermaserve Mechanical Sys	✓		✓	✓	✓	✓	73,270.00
3	W W Day Mechanical Inc	✓		✓	✓	✓	✓	139,972.00
4	Shine & Company Inc.	✓		✓	✓	✓	✓	240,000.00
5	Certified Control Systems	✓		✓	✓	✓	✓	98,372.00
6	Dorado Service Inc.							no Bid
7								
8								
9								
10								

*

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Facilities Maintenance Operations Director
Title

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

Bid Opening Witnessed By: Donna Fish
(BCC)

* Thermaserve did not utilize the revised price sheet required.

Pam Stief
Clerk
J. H. H. H. H.
Department Representative

“REVISED” SCHEDULE OF VALUES
BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND
REPLACEMENT AT THE CLAY COUNTY COURTHOUSE

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
1A	Conduct a test to determine which existing DDC system sensors, actuators and measuring devices are malfunctioning.	LS	1	\$ 936.00
1B	Replace duct-mounted temperature sensors.	Ea.	15	\$ 756.00
1C	Add return air duct-mounted humidity sensors.	Ea.	5	\$ 1,326.00
1D	Replace duct-mounted static pressure sensor and transmitter.	Ea.	5	\$ 1,346.00
1E	Replace space temperature sensors.	Ea.	72	\$ 8,119.00
1F	Repair/replace Ebtron air flow monitors.	Ea.	5	\$ 8,852.00
1G	Replace chilled water pump current sensors.	Ea.	8	\$ 268.00
1H	Replace chilled water temperature sensors and transmitter.	Ea.	4	\$ 232.00
1I	Replace chilled water control valve actuators and actuator controls.	Ea.	5	\$ 3,935.00
2	Once all existing/new DDC system sensors, actuators and control devices have been determined to be functioning correctly / replaced, conduct a diagnostic test to determine if the new proposed DDC system front-end software can seamlessly integrate with the existing DDC control system software and hardware. The seamless integration requires that all existing analog inputs and outputs and digital inputs and outputs be capable of being read and acted upon as required to implement all sequences of operation.	LS	1	\$ 2,200.00
<i>Pending outcome of diagnostic test the following controllers may need to be replaced:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
3A	Replace Honeywell W7760C Plant Manager	Ea.	5	\$ 4,701.00
3B	Replace Honeywell W7751J	Ea.	72	\$ 27,144.00
3C	Replace Honeywell W7760C Plant Manager	Ea.	1	\$ 2,900.00
3D	Replace WEB 545 AX Controller	Ea.	2	\$ 3,307.00
3E	Replace Honeywell W7750A	Ea.	4	\$ 1,242.00
<i>Integrate the new/existing DDC system hardware with the new/existing DDC system control wiring:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
4A	Communications trunk cable	L.F.	80	\$ 3,935.00
4B	Communications data transmission #18 shielded pair in ½" conduit.	C.L.F.	5	\$ 500.00

Install new stainless steel outside air dampers for the five existing central station air handling units:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
5A	Stainless steel outside air dampers	Ea.	5	\$ 6,731.00
5B	Outside air damper actuators	Ea.	5	\$ 1,887.00
5C	Outside air damper actuator DDC system integration	L.S.	1	\$ 0.00
Implement all existing sequences of operations:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
6A	Complete installation of new DDC system software	L.S.	1	\$ 7,115.00
6B	Commission new DDC system sequences of operation	L.S.	1	\$ 4,680.00
6C	Train personnel in use of new DDC system	L.S.	1	\$ 4,212.00
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
7A	Provide Testing, adjusting and balancing of variable air volume boxes that require replacement of controls, dampers and actuators.	Ea.	72	\$ 2,048.00

Total Cost (Items 1A through 7A) \$ 98,372.00 ✓

Total Cost Written in Words:

NINETY-EIGHT THOUSAND THREE-HUNDRED SEVENTY-TWO DOLLARS & NO CENTS

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

*Maximum quantities listed assume a complete replacement of components in the event that all are either malfunctioning, or incapable of interfacing with the new DDC system.

****The bid will be based on the total above. However, the County will only pay for components which are actually replaced or installed and work completed which may be less than the maximums listed above.**

COMPANY NAME:

CERTIFIED CONTROL SYSTEMS

**BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT THE
CLAY COUNTY COURTHOUSE**

CORPORATE DETAILS:

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

COMPANY NAME: CERTIFIED CONTROL SYSTEMS

ADDRESS: 4505 MARQUETTE AVENUE
JACKSONVILLE FL 32210

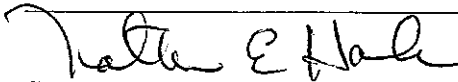
TELEPHONE: 904-384-4013

FAX #: 904-389-6803

E-MAIL: NHALE@CERTIFIEDCONTROLS.COM

Name of Person submitting Bid: NATHAN E. HALE

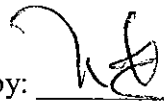
Title: SALES ENGINEER

Signature: 

Date: 4/3/17

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 3-29-17 Acknowledged by: 

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

**BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT
THE CLAY COUNTY COURTHOUSE
SCHEDULE OF VALUES**

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
1A	Conduct a test to determine which existing DDC system sensors, actuators and measuring devices are malfunctioning. Replace/add items compatible with the new proposed DDC system.	LS	1	\$ 2,400.00
1B	Replace duct-mounted temperature sensors.	Ea.	15	\$ 120.00
1C	Add return air duct-mounted humidity sensors.	Ea.	5	\$ 320.00
1D	Replace duct-mounted static pressure sensor and transmitter.	Ea.	5	\$ 320.00
1E	Replace space temperature sensors.	Ea.	72	\$ 150.00
1F	Repair/replace Ebtron air flow monitors.	Ea.	5	\$ 3,200.00
1G	Replace chilled water pump current sensors.	Ea.	8	\$ 120.00
1H	Replace chilled water temperature sensors and transmitter.	Ea.	4	\$ 125.00
1I	Replace VAV Box damper actuators and actuator controls.	Ea.	72	\$ 345.00
1J	Replace chilled water control valve actuators and actuator controls.	Ea.	5	\$ 2,100.00
2	Once all existing/new DDC system sensors, actuators and control devices have been determined to be functioning correctly / replaced, conduct a diagnostic test to determine if the new proposed DDC system front-end software can seamlessly integrate with the existing DDC control system software and hardware. The seamless integration requires that all existing analog inputs and outputs and digital inputs and outputs be capable of being read and acted upon as required to implement all sequences of operation.	LS	1	\$ 2,400.00
<i>Pending outcome of diagnostic test the following controllers may need to be replaced:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
3A	Replace Honeywell W7760C Plant Manager	Ea.	5	\$ 4,200.00
3B	Replace Honeywell W7751J	Ea.	72	\$ 480.00
3C	Replace Honeywell W7760C Plant Manager	Ea.	1	\$ 5,200.00
3D	Replace WEB 545 AX Controller	Ea.	2	\$ 3,000.00
3E	Replace Honeywell W7750A	Ea.	4	\$ 1,200.00
<i>Integrate the new/existing DDC system hardware with the new/existing DDC system control wiring:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
4A	Communications trunk cable	L.F.	80	\$ 4.00
4B	Communications data transmission #18 shielded pair in 1/2" conduit.	C.L.F.	5	\$ 8.00

Install new stainless steel outside air dampers for the five existing central station air handling units:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
5A	Stainless steel outside air dampers	Ea.	5	\$ 1,600.00
5B	Outside air damper actuators	Ea.	5	\$ 480.00
5C	Outside air damper actuator DDC system integration	L.S.	1	\$ 1,600.00
Implement all existing sequences of operations:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
6A	Complete installation of new DDC system software	L.S.	1	\$ 16,275.00
6B	Commission new DDC system sequences of operation	L.S.	1	\$ 13,200.00
6C	Train personnel in use of new DDC system	L.S.	1	\$ 1,100.00

Total Cost (Items 1A through 6C) \$ 73,270.00

59,947.00

Total Cost Written in Words:

Seventy Three Thousand Two Hundred & Seventy Dollars and no cents.

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

***Maximum quantities listed assume a complete replacement of components in the event that all are either malfunctioning, or incapable of interfacing with the new DDC system.**

****The bid will be based on the total above. However, the County will only pay for components which are actually replaced or installed and work completed which may be less than the maximums listed above.**

COMPANY NAME:

ThermaServe, Inc.

**BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT THE
CLAY COUNTY COURTHOUSE**

CORPORATE DETAILS:

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

COMPANY NAME: ThermaServe, Inc.

ADDRESS: 6676 Columbia Park Drive South

Jacksonville, FL 32258

TELEPHONE: 904-260-8002

FAX #: 904-260-8004

E-MAIL: jsantiago@thermaserve.com

Name of Person submitting Bid: Jorge Santiago

Title: Account Manager

Signature: 

Date: 4/3/2017

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 3/28/2017 Acknowledged by: Jorge Santiago

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

"REVISED" SCHEDULE OF VALUES
BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND
REPLACEMENT AT THE CLAY COUNTY COURTHOUSE

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
1A	Conduct a test to determine which existing DDC system sensors, actuators and measuring devices are malfunctioning.	LS	1	\$ 9,286.
1B	Replace duct-mounted temperature sensors.	Ea.	15	\$ 3,341.
1C	Add return air duct-mounted humidity sensors.	Ea.	5	\$ 5,370.
1D	Replace duct-mounted static pressure sensor and transmitter.	Ea.	5	\$ 2,000.
1E	Replace space temperature sensors.	Ea.	72	\$ 9,478
1F	Repair/replace Ebtron air flow monitors.	Ea.	5	\$ 11,322.
1G	Replace chilled water pump current sensors.	Ea.	8	\$ 3,281.
1H	Replace chilled water temperature sensors and transmitter.	Ea.	4	\$ 2,830.
1I	Replace chilled water control valve actuators and actuator controls.	Ea.	5	\$ 5,313.
2	Once all existing/new DDC system sensors, actuators and control devices have been determined to be functioning correctly / replaced, conduct a diagnostic test to determine if the new proposed DDC system front-end software can seamlessly integrate with the existing DDC control system software and hardware. The seamless integration requires that all existing analog inputs and outputs and digital inputs and outputs be capable of being read and acted upon as required to implement all sequences of operation.	LS	1	\$ 9,286.

Pending outcome of diagnostic test the following controllers may need to be replaced:

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
3A	Replace Honeywell W7760C Plant Manager	Ea.	5	\$ 25,179.
3B	Replace Honeywell W7751J	Ea.	72	\$ 25,320.
3C	Replace Honeywell W7760C Plant Manager	Ea.	1	\$ 15,104.
3D	Replace WEB 545 AX Controller	Ea.	2	\$ 7,890.
3E	Replace Honeywell W7750A	Ea.	4	\$ 5,029.

Integrate the new/existing DDC system hardware with the new/existing DDC system control wiring:

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
4A	Communications trunk cable	L.F.	80	\$ 42,350.
4B	Communications data transmission #18 shielded pair in 1/2" conduit.	C.L.F.	5	\$ included above

<i>Install new stainless steel outside air dampers for the five existing central station air handling units:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
5A	Stainless steel outside air dampers	Ea.	5	\$ 11,364.
5B	Outside air damper actuators	Ea.	5	\$ 5,348.
5C	Outside air damper actuator DDC system integration	L.S.	1	\$ 4,156.
<i>Implement all existing sequences of operations:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
6A	Complete installation of new DDC system software	L.S.	1	\$ 9,286.
6B	Commission new DDC system sequences of operation	L.S.	1	\$ 9,286.
6C	Train personnel in use of new DDC system	L.S.	1	\$ 9,286.
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
7A	Provide Testing, adjusting and balancing of variable air volume boxes that require replacement of controls, dampers and actuators.	Ea.	72	\$ 8,892.

Total Cost (Items 1A through 7A) \$ 240,000. ✓

Total Cost Written in Words:

Two hundred forty thousand dollars

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

*Maximum quantities listed assume a complete replacement of components in the event that all are either malfunctioning, or incapable of interfacing with the new DDC system.

**The bid will be based on the total above. However, the County will only pay for components which are actually replaced or installed and work completed which may be less than the maximums listed above.

COMPANY NAME:

Shrine and Company Inc

**BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT THE
CLAY COUNTY COURTHOUSE**

CORPORATE DETAILS:

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

COMPANY NAME: Shine and Company, Inc.

ADDRESS: 25687 W US Highway 27

High Springs, Florida 32643

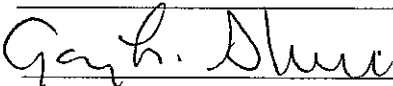
TELEPHONE: 386-454-2034

FAX #: 386-454-8570

E-MAIL: gary.shine@shinecompanyinc.com

Name of Person submitting Bid: Gary Shine

Title: President

Signature: 

Date: April 3, 2017

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 3-28-17 Acknowledged by: Gary Shine

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

**“REVISED” SCHEDULE OF VALUES
 BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND
 REPLACEMENT AT THE CLAY COUNTY COURTHOUSE**

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
1A	Conduct a test to determine which existing DDC system sensors, actuators and measuring devices are malfunctioning.	LS	1	\$ 5,866.40
1B	Replace duct-mounted temperature sensors.	Ea.	15	\$ 850.00
1C	Add return air duct-mounted humidity sensors.	Ea.	5	\$ 1,400.00
1D	Replace duct-mounted static pressure sensor and transmitter.	Ea.	5	\$ 1,116.67
1E	Replace space temperature sensors.	Ea.	72	\$ 9,360.00
1F	Repair/replace Ebtron air flow monitors.	Ea.	5	\$ 11,400.00
1G	Replace chilled water pump current sensors.	Ea.	8	\$ 613.33
1H	Replace chilled water temperature sensors and transmitter.	Ea.	4	\$ 653.33
1I	Replace chilled water control valve actuators and actuator controls.	Ea.	5	\$ 1,183.33
2	Once all existing/new DDC system sensors, actuators and control devices have been determined to be functioning correctly / replaced, conduct a diagnostic test to determine if the new proposed DDC system front-end software can seamlessly integrate with the existing DDC control system software and hardware. The seamless integration requires that all existing analog inputs and outputs and digital inputs and outputs be capable of being read and acted upon as required to implement all sequences of operation.	LS	1	\$ 0.00
Pending outcome of diagnostic test the following controllers may need to be replaced:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
3A	Replace Honeywell W7760C Plant Manager	Ea.	5	\$ 16,450.00
3B	Replace Honeywell W7751J	Ea.	72	\$ 47,520.00
3C	Replace Honeywell W7760C Plant Manager	Ea.	1	\$ 4,500.00
3D	Replace WEB 545 AX Controller	Ea.	2	\$ 12,500.00
3E	Replace Honeywell W7750A	Ea.	4	\$ 3,808.00
Integrate the new/existing DDC system hardware with the new/existing DDC system control wiring:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
4A	Communications trunk cable	L.F.	80	\$ 120.00
4B	Communications data transmission #18 shielded pair in ½" conduit.	C.L.F.	5	\$ 3,845.00

Install new stainless steel outside air dampers for the five existing central station air handling units:

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
5A	Stainless steel outside air dampers	Ea.	5	\$ 7,750.00
5B	Outside air damper actuators	Ea.	5	\$ 1,183.33
5C	Outside air damper actuator DDC system integration	L.S.	1	\$ 0.00

Implement all existing sequences of operations:

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
6A	Complete installation of new DDC system software	L.S.	1	\$ 2,826.67
6B	Commission new DDC system sequences of operation	L.S.	1	\$ 28,966.67
6C	Train personnel in use of new DDC system	L.S.	1	\$ 1,466.67
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
7A	Provide Testing, adjusting and balancing of variable air volume boxes that require replacement of controls, dampers and actuators.	Ea.	72	\$ 10,655.60

Total Cost (Items 1A through 7A) \$ 174,045.00

174,035.00

Total Cost Written in Words:

one hundred seventy-four thousand forty-five dollars & zero cents

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

*Maximum quantities listed assume a complete replacement of components in the event that all are either malfunctioning, or incapable of interfacing with the new DDC system.

****The bid will be based on the total above. However, the County will only pay for components which are actually replaced or installed and work completed which may be less than the maximums listed above.**

COMPANY NAME:

Brooks Building Solutions

BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT THE
CLAY COUNTY COURTHOUSE

CORPORATE DETAILS:

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

COMPANY NAME: BROOKS BUILDING SOLUTIONS

ADDRESS: 4501 BEVERLY AVE.
JACKSONVILLE, FL 32210

TELEPHONE: 904 - 642-5303

FAX #: 904 - 641-8722

E-MAIL: Kdevee@brooksolutions.net

Name of Person submitting Bid: KURT DEVEE

Title: SALES ENGINEER

Signature: [Signature]

Date: 4-3-2017

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 3-28-17 Acknowledged by: Kurt Devee

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

**“REVISED” SCHEDULE OF VALUES
 BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND
 REPLACEMENT AT THE CLAY COUNTY COURTHOUSE**

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
1A	Conduct a test to determine which existing DDC system sensors, actuators and measuring devices are malfunctioning.	LS	1	\$ \$5,252
1B	Replace duct-mounted temperature sensors.	Ea.	15	\$ \$2,201
1C	Add return air duct-mounted humidity sensors.	Ea.	5	\$ \$2,237
1D	Replace duct-mounted static pressure sensor and transmitter.	Ea.	5	\$ \$1,385
1E	Replace space temperature sensors.	Ea.	72	\$ \$10,353
1F	Repair/replace Ebtron air flow monitors.	Ea.	5	\$ \$14,518
1G	Replace chilled water pump current sensors.	Ea.	8	\$ \$1,142
1H	Replace chilled water temperature sensors and transmitter.	Ea.	4	\$ \$485
1I	Replace chilled water control valve actuators and actuator controls.	Ea.	5	\$ \$1,890
2	Once all existing/new DDC system sensors, actuators and control devices have been determined to be functioning correctly / replaced, conduct a diagnostic test to determine if the new proposed DDC system front-end software can seamlessly integrate with the existing DDC control system software and hardware. The seamless integration requires that all existing analog inputs and outputs and digital inputs and outputs be capable of being read and acted upon as required to implement all sequences of operation.	LS	1	\$ \$0
<i>Pending outcome of diagnostic test the following controllers may need to be replaced:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
3A	Replace Honeywell W7760C Plant Manager	Ea.	5	\$ \$6,322
3B	Replace Honeywell W7751J	Ea.	72	\$ \$28,665
3C	Replace Honeywell W7760C Plant Manager	Ea.	1	\$ \$1,820
3D	Replace WEB 545 AX Controller	Ea.	2	\$ \$6,737
3E	Replace Honeywell W7750A	Ea.	4	\$ \$2,212
<i>Integrate the new/existing DDC system hardware with the new/existing DDC system control wiring:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
4A	Communications trunk cable	L.F.	80	\$ \$13,583
4B	Communications data transmission #18 shielded pair in ½" conduit.	C.L.F.	5	\$ \$1,419

<i>Install new stainless steel outside air dampers for the five existing central station air handling units:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
5A	Stainless steel outside air dampers	Ea.	5	\$ \$6,958
5B	Outside air damper actuators	Ea.	5	\$ \$1,890
5C	Outside air damper actuator DDC system integration	L.S.	1	\$ \$813
<i>Implement all existing sequences of operations:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
6A	Complete installation of new DDC system software	L.S.	1	\$ \$11,039
6B	Commission new DDC system sequences of operation	L.S.	1	\$ \$4,065
6C	Train personnel in use of new DDC system	L.S.	1	\$ \$1,829
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
7A	Provide Testing, adjusting and balancing of variable air volume boxes that require replacement of controls, dampers and actuators.	Ea.	72	\$ \$13,157

Total Cost (Items 1A through 7A) \$ \$139,972.00 ✓

Total Cost Written in Words:

One Hundred Thirty-Nine Thousand, Nine Hundred Seventy Two

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

***Maximum quantities listed assume a complete replacement of components in the event that all are either malfunctioning, or incapable of interfacing with the new DDC system.**

****The bid will be based on the total above. However, the County will only pay for components which are actually replaced or installed and work completed which may be less than the maximums listed above.**

COMPANY NAME: W.W. Gay Mechanical Contractor Inc.

**BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT THE
CLAY COUNTY COURTHOUSE**

CORPORATE DETAILS:

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

COMPANY NAME: W.W. Gay Mechanical Contractor, Inc.

ADDRESS: 524 Stockton St.

Jacksonville, FL 32204

TELEPHONE: 904-394-7242

FAX #: 904-394-7606

E-MAIL: Jshepard@wwgaycontrols.com

Name of Person submitting Bid: Joseph Shepard

Title: Controls Department Manager

Signature: 

Date: 3/29/2017

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 3/29/17 Acknowledged by: Joseph Shepard

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

**BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT THE
CLAY COUNTY COURTHOUSE**

(As provided by Facilities, Operational & Maintenance Division)

Statement of Work

Contractors must attend the mandatory pre-bid meeting held on March 22, 2017 at 2:00 p.m. to be eligible to bid on this project.

Site visits shall be scheduled by contacting James Householder at (904) 547-1522.

The existing HVAC controls are a direct digital control, (hereafter referred to as DDC), system made by Honeywell and installed in 2006. Clay County maintenance personnel have acknowledged that the original HVAC sequences of operation were never fully implemented by the original controls contractor during the DDC system installation phase nor during subsequent additional follow-up visits. Further investigations determined that the existing DDC system does not provide maintenance personnel the required feedback at the DDC system front-end to determine if changes to sequences / set points, etc. are actually implemented at the applicable device controller. There is a desire for a new BACnet DDC system that would be non-proprietary, reliable, serviceable and expandable to replace, on a phased basis, the existing LonTalk proprietary DDC system.

The work for this project will include the following:

- 1) Replace existing DDC system sensors, actuators and measuring devices where testing determines them to be malfunctioning. Replace with items compatible with the new proposed DDC system.
- 2) Conduct an initial diagnostic test between the new DDC system front-end and the existing Honeywell DDC system through the Honeywell WEB 545 AX Controller to determine the extent to which the existing 72 variable air volume box DDC system controllers can be controlled by the new DDC system. This diagnostic test shall also be completed for the remaining HVAC DDC controllers for the air handling units, fan coil units, chillers and chilled water pumps.
- 3) Provide and install a new DDC system front-end system per the attached specifications.
- 4) Pending the outcome of the initial diagnostic test the new DDC system vendor shall be prepared to replace on a phased basis all, except where otherwise noted, existing DDC system HVAC controllers, and associated sensors where existing sensors cannot interface with the new DDC system, beginning with the controllers determined to be non-functioning by the initial diagnostic test with the new DDC system controllers. One of two original chiller Honeywell DDC controllers have been replaced with Micro Control Systems. The chiller Micro Control System shall remain in place. Bids should break-out the cost to replace unit controllers, on a per unit controller basis, separate from the cost to

provide the new front-end DDC system and conduct the diagnostic test. The following table lists the anticipated maximum HVAC DDC controllers intended for replacement, (see the Schedule of Values for a more detailed break-down):

Make/Model No.	Controls	Quantity
Honeywell W7760C Plant Manager	Central Station Chilled Water Air Handling Units	5
Honeywell W7751J	VAV Boxes with no heat.	22
Honeywell W7751J	VAV Boxes with heat.	50
Honeywell W7760C Plant Manager	1 Chiller and three standby chilled water pumps.	1
Honeywell WEB 545 AX Controller	VAV box network.	2
Honeywell W7750A	Fan Coil units	4

- 5) Integrate the new DDC system with the existing DDC system control wiring.
- 6) In order to fully implement the new DDC system install new stainless steel outside air dampers for the five existing central station air handling units. Existing damper actuators may be re-used if in good condition and compatible with the new DDC system. Confirm nominal outside air duct sizes where the damaged/corroded existing outside air dampers are believed to be 26x16, 40x16, 26x12, 30x20 and 24x24.
- 7) Install return air humidity sensors in AHU-1 through AHU-5.
- 8) Implement all sequences of operation originally intended by the original DDC system 2006 installation.

The Contractor shall accomplish final completion of the Project within 120 calendar days from the Notice to Proceed Date (the "Final Completion Date").

**“REVISED” SCHEDULE OF VALUES
 BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND
 REPLACEMENT AT THE CLAY COUNTY COURTHOUSE**

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
1A	Conduct a test to determine which existing DDC system sensors, actuators and measuring devices are malfunctioning.	LS	1	\$ 936.00
1B	Replace duct-mounted temperature sensors.	Ea.	15	\$ 756.00
1C	Add return air duct-mounted humidity sensors.	Ea.	5	\$ 1,326.00
1D	Replace duct-mounted static pressure sensor and transmitter.	Ea.	5	\$ 1,346.00
1E	Replace space temperature sensors.	Ea.	72	\$ 8,119.00
1F	Repair/replace Ebtron air flow monitors.	Ea.	5	\$ 8,852.00
1G	Replace chilled water pump current sensors.	Ea.	8	\$ 268.00
1H	Replace chilled water temperature sensors and transmitter.	Ea.	4	\$ 232.00
1I	Replace chilled water control valve actuators and actuator controls.	Ea.	5	\$ 3,935.00
2	Once all existing/new DDC system sensors, actuators and control devices have been determined to be functioning correctly / replaced, conduct a diagnostic test to determine if the new proposed DDC system front-end software can seamlessly integrate with the existing DDC control system software and hardware. The seamless integration requires that all existing analog inputs and outputs and digital inputs and outputs be capable of being read and acted upon as required to implement all sequences of operation.	LS	1	\$ 2,200.00
Pending outcome of diagnostic test the following controllers may need to be replaced:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
3A	Replace Honeywell W7760C Plant Manager	Ea.	5	\$ 4,701.00
3B	Replace Honeywell W7751J	Ea.	72	\$ 27,144.00
3C	Replace Honeywell W7760C Plant Manager	Ea.	1	\$ 2,900.00
3D	Replace WEB 545 AX Controller	Ea.	2	\$ 3,307.00
3E	Replace Honeywell W7750A	Ea.	4	\$ 1,242.00
Integrate the new/existing DDC system hardware with the new/existing DDC system control wiring:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
4A	Communications trunk cable	L.F.	80	\$ 3,935.00
4B	Communications data transmission #18 shielded pair in ½" conduit.	C.L.F.	5	\$ 500.00

<i>Install new stainless steel outside air dampers for the five existing central station air handling units:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
5A	Stainless steel outside air dampers	Ea.	5	\$ 6,731.00
5B	Outside air damper actuators	Ea.	5	\$ 1,887.00
5C	Outside air damper actuator DDC system integration	L.S.	1	\$ 0.00
<i>Implement all existing sequences of operations:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
6A	Complete installation of new DDC system software	L.S.	1	\$ 7,115.00
6B	Commission new DDC system sequences of operation	L.S.	1	\$ 4,680.00
6C	Train personnel in use of new DDC system	L.S.	1	\$ 4,212.00
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
7A	Provide Testing, adjusting and balancing of variable air volume boxes that require replacement of controls, dampers and actuators.	Ea.	72	\$ 2,048.00

Total Cost (Items 1A through 7A) \$ 98,372.00

Total Cost Written in Words:

NINETY-EIGHT THOUSAND THREE-HUNDRED SEVENTY-TWO DOLLARS & NO CENTS

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

*Maximum quantities listed assume a complete replacement of components in the event that all are either malfunctioning, or incapable of interfacing with the new DDC system.

****The bid will be based on the total above. However, the County will only pay for components which are actually replaced or installed and work completed which may be less than the maximums listed above.**

COMPANY NAME:

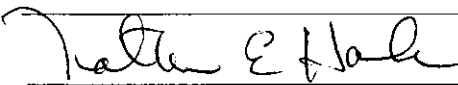
CERTIFIED CONTROL SYSTEMS

**BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT THE
CLAY COUNTY COURTHOUSE**

CORPORATE DETAILS:

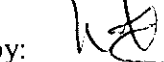
Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: CERTIFIED CONTROL SYSTEMS
ADDRESS: 4505 MARQUETTE AVENUE
JACKSONVILLE FL 32210

TELEPHONE: 904-384-4013
FAX #: 904-389-6803
E-MAIL: NHALE@CERTIFIEDCONTROLS.COM
Name of Person submitting Bid: NATHAN E. HALE
Title: SALES ENGINEER
Signature: 
Date: 4/3/17

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 3-29-17 Acknowledged by: 
Addendum No. _____ Date: _____ Acknowledged by: _____
Addendum No. _____ Date: _____ Acknowledged by: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

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

Vendor:

CERTIFIED CONTROL SYSTEMS

By: _____


Signature

James Lee

Name and Title

4505 MARQUETTE AVE

Street Address

JACKSONVILLE, FL 32210

City, State, Zip

4/3/17

Date

Scrutinized Companies Certification

[Clay County Bid #16/17-13, HVAC Control System Diagnostics and Replacement at the Clay County Courthouse]

Name of Company:¹ CERTIFIED AIR CONTRACTORS INC D/B/A CERTIFIED CONTROL SYSTEMS

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

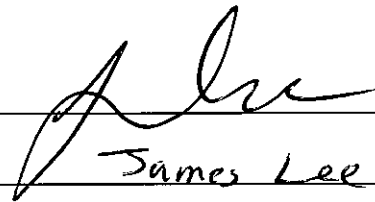
(Seal)

Insert Name of Company:

CERTIFIED AIR CONTRACTORS, INC.

D/B/A CERTIFIED CONTROLS SYSTEMS

By: _____



James Lee

Its _____

VP

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.



CERTAIR-01

HARRISONK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2017

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

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

PRODUCER License # 0E67768 Insurance Office of America, Inc. 1 Steiman Parkway Suite 130 Jacksonville, FL 32216	CONTACT NAME:	
	PHONE (A/C, No, Ext): (904) 448-9777	FAX (A/C, No): (904) 448-9788
INSURED Certified Control Systems 4505 Marquette Ave Jacksonville, FL 32210	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Trust Insurance Company	NAIC # 20141
	INSURER B: FCCI Insurance Company	10178
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blnkt Contractual <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		GL 0017978 2	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		CA0030079	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB0021334	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	001-WC16A-66932	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear are named as an Additional Insured on the General Liability and Automobile policies are required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Clay County Board of County Commissioners Attn: Clay County Purchasing Division 477 Houston Street Green Cove Springs, FL 32043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CERTIFIED AIR CONTRACTORS, INC

2 Business name/disregarded entity name, if different from above

CERTIFIED CONTROL SYSTEMS

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

4505 MARQUETTE AVENUE

6 City, state, and ZIP code

JACKSONVILLE FL 32210

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

5	9	-	1	6	6	0	5	8	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 3/16/2017

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER

CAC008251

The CLASS A AIR CONDITIONING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



RODELLI, MELVYN A
CERTIFIED AIR CONTRACTORS, INC.
4505 MARQUETTE AVE
JACKSONVILLE FL 32210-2016

ISSUED: 05/08/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1605080001134

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC005697

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



RODELLI, MEL
CERTIFIED AIR CONTRACTORS INC
4505 MARQUETTE AVE
JACKSONVILLE FL 32210-2016



ISSUED: 05/08/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1605080001242

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Certified Control Systems
4505 Marquette Avenue / Jacksonville, Florida 32210

as Principal hereinafter called the Principal, and FCCI Insurance Group
a corporation duly organized under the laws of the state of Florida as Surety, hereinafter called the Surety,
are held and firmly bound unto Clay County Board of County Commissioners
477 Houston Street / Green Cove Springs, Florida 32043

as Obligee, hereinafter called the Obligee, in the sum of 5 % of Bid Amount

Dollars (\$ 5% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for HVAC Control System Diagnostics and Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of April, 2017

Michelle J. Diemann
Witness

Certified Control Systems

Principal (Seal)

By: [Signature]
James Lee / Vice President Name/Title

FCCI Insurance Group

Surety (Seal)

By: [Signature]
Donald H. Poag, Jr. Attorney-in-Fact

[Signature]
Witness

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Daniel Anderson; Bonnie Robbins; Nora Suarez; Brenna Page; Barry R Page; Nickie Sorenson; Charles Boornazian

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$5,000,000): **\$5,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 22ND day of September, 2011.

Attest:

Craig Johnson
Craig Johnson, President
FCCI Insurance Company

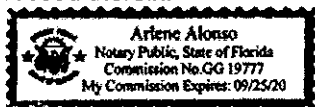


Thomas A. Koval
Thomas A. Koval Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

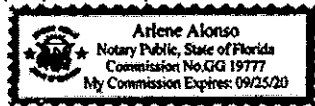


Arlene Alonso
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 30th day of April, 2017

Thomas A. Koval
Thomas A. Koval, Esq., EVP, Chief Legal Officer,
Government Affairs and Corporate Secretary

RECEIVED
PURCHASING DIVISION

2017 APR -3 P 3:19

CLAY COUNTY BOARD OF
COMMISSIONERS

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

Receipt for Bid #: 16/17-13
Company Name: Certified Controls

#16/17-13

DIAGNOSTICS & REPLACEMENT

COUNTY COURTHOUSE

ADMINISTRATION BUILDING

CONFERENCE ROOM B

HOUSTON STREET

GREEN COVE SPRINGS, FL 32043

"REVISED" SCHEDULE OF VALUES
BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND
REPLACEMENT AT THE CLAY COUNTY COURTHOUSE

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
1A	Conduct a test to determine which existing DDC system sensors, actuators and measuring devices are malfunctioning.	LS	1	\$ 5,866.40
1B	Replace duct-mounted temperature sensors.	Ea.	15	\$ 850.00
1C	Add return air duct-mounted humidity sensors.	Ea.	5	\$ 1,400.00
1D	Replace duct-mounted static pressure sensor and transmitter.	Ea.	5	\$ 1,116.67
1E	Replace space temperature sensors.	Ea.	72	\$ 9,360.00
1F	Repair/replace Ebtron air flow monitors.	Ea.	5	\$ 11,400.00
1G	Replace chilled water pump current sensors.	Ea.	8	\$ 613.33
1H	Replace chilled water temperature sensors and transmitter.	Ea.	4	\$ 653.33
1I	Replace chilled water control valve actuators and actuator controls.	Ea.	5	\$ 1,183.33
2	Once all existing/new DDC system sensors, actuators and control devices have been determined to be functioning correctly / replaced, conduct a diagnostic test to determine if the new proposed DDC system front-end software can seamlessly integrate with the existing DDC control system software and hardware. The seamless integration requires that all existing analog inputs and outputs and digital inputs and outputs be capable of being read and acted upon as required to implement all sequences of operation.	LS	1	\$ 0.00
<i>Pending outcome of diagnostic test the following controllers may need to be replaced:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
3A	Replace Honeywell W7760C Plant Manager	Ea.	5	\$ 16,450.00
3B	Replace Honeywell W7751J	Ea.	72	\$ 47,520.00
3C	Replace Honeywell W7760C Plant Manager	Ea.	1	\$ 4,500.00
3D	Replace WEB 545 AX Controller	Ea.	2	\$ 12,500.00
3E	Replace Honeywell W7750A	Ea.	4	\$ 3,808.00
<i>Integrate the new/existing DDC system hardware with the new/existing DDC system control wiring:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
4A	Communications trunk cable	L.F.	80	\$ 120.00
4B	Communications data transmission #18 shielded pair in ½" conduit.	C.L.F.	5	\$ 3,845.00

Install new stainless steel outside air dampers for the five existing central station air handling units:

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
5A	Stainless steel outside air dampers	Ea.	5	\$ 7,750.00
5B	Outside air damper actuators	Ea.	5	\$ 1,183.33
5C	Outside air damper actuator DDC system integration	L.S.	1	\$ 0.00

Implement all existing sequences of operations:

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
6A	Complete installation of new DDC system software	L.S.	1	\$ 2,826.67
6B	Commission new DDC system sequences of operation	L.S.	1	\$ 28,966.67
6C	Train personnel in use of new DDC system	L.S.	1	\$ 1,466.67

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
7A	Provide Testing, adjusting and balancing of variable air volume boxes that require replacement of controls, dampers and actuators.	Ea.	72	\$ 10,655.60

Total Cost (Items 1A through 7A) \$ 174,045.00

Total Cost Written in Words:

one hundred seventy-four thousand forty-five dollars & zero cents

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

*Maximum quantities listed assume a complete replacement of components in the event that all are either malfunctioning, or incapable of interfacing with the new DDC system.

****The bid will be based on the total above. However, the County will only pay for components which are actually replaced or installed and work completed which may be less than the maximums listed above.**

COMPANY NAME:

Brooks Building Solutions

**BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT THE
CLAY COUNTY COURTHOUSE**

CORPORATE DETAILS:

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

COMPANY NAME: BROOKS BUILDING SOLUTIONS

ADDRESS: 4501 BEVERLY AVE.
JACKSONVILLE, FL 32210

TELEPHONE: 904-642-5303

FAX #: 904-641-8722

E-MAIL: Kdevee@brooksolutions.net

Name of Person submitting Bid: KURT DEVEE

Title: SALES ENGINEER

Signature: 

Date: 4-3-2017

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 3-28-17 Acknowledged by: KURT DEVEE

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

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

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

Vendor:

Brooks BUILDING SOLUTIONS

By: 

Signature

KURT DeVARA SALES ENGINEER

Name and Title

4501 BEVERLY AVE.

Street Address

JACKSONVILLE, FL 32210

City, State, Zip

4-3-2017

Date

Scrutinized Companies Certification

[Clay County Bid #16/17-13, HVAC Control System Diagnostics and Replacement at the Clay County Courthouse]

Name of Company:¹ BROOKS BUILDING SOLUTIONS

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:

BROOKS BUILDING SOLUTIONS

(Seal)

By:

KURT DEVEE
[Signature]

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.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Brooks Building Solutions, Inc.
4501 Beverly Avenue
Jacksonville, FL 32210

SURETY:

(Name, legal status and principal place of business)

United States Surety Company
20 W. Aylesbury Road
Timonium, MD 21093

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Bid No. 16/17-13, HVAC Control System Diagnostic & Replacement at the Clay County Courthouse

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of April, 2017

(Witness)

(Witness) Trenton B. Saunders

Brooks Building Solutions, Inc.

(Principal)

(Seal)

By:

(Title)

PRESIDENT

United States Surety Company

(Surety)

(Seal)

By:

(Title) Kevin Richard Wojtowicz Attorney-in-Fact, and FL
Licensed Resident Agent



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, UNITED STATES SURETY COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Maryland, and having its principal office in Timonium, Maryland, does by these presents make, constitute and appoint,

KEVIN RICHARD WOJTOWICZ

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2002013, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty-five million and 00/100 (\$25,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of United States Surety Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, United States Surety Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 1st day of December 2014.

State of California
County of Los Angeles SS:



UNITED STATES SURETY COMPANY
By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

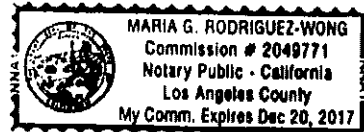
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of December 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Adam S. Pessin, Senior Vice President of United States Surety Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of United States Surety Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of April, 2017.

Bond No. BB2002013

Agency No. 11680



[Signature]
Kio Lo, Assistant Secretary

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BROOKS BUILDING SOLUTIONS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶
- ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

4501 BEVERLY AVE.

6 City, state, and ZIP code

JACKSONVILLE, FL 32210

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 2 4 2 4 3 9 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Rachel Miller

Date ▶ *01/13/17*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2016

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

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

PRODUCER Greene-Hazel Insurance Group Hub International 10739 Deerwood Park Blvd Ste 200 Jacksonville FL 32256		CONTACT NAME: Colleen Grimes PHONE (A/C, No, Ext): 904-446-3160 FAX (A/C, No): 904-396-7432 E-MAIL ADDRESS: colleen.grimes@hubinternational.com															
INSURED Brooks Building Solutions, Inc. Brooks Air Systems, Inc. 4501 Beverly Ave. Jacksonville FL 32210		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER B: FFVA Mutual Insurance Co.</td><td>10385</td></tr><tr><td>INSURER C: Travelers Casualty & Surety Co</td><td>19038</td></tr><tr><td>INSURER D: Travelers Insurance Company</td><td></td></tr><tr><td>INSURER E: Old Dominion Insurance Co.</td><td>40231</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Westfield Insurance Company	24112	INSURER B: FFVA Mutual Insurance Co.	10385	INSURER C: Travelers Casualty & Surety Co	19038	INSURER D: Travelers Insurance Company		INSURER E: Old Dominion Insurance Co.	40231	INSURER F:	
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INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** 1245450751**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TRA4677509	9/11/2016	9/11/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$150,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$150,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000		\$
EACH OCCURRENCE	\$2,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$150,000																				
MED EXP (Any one person)	\$5,000																				
PERSONAL & ADV INJURY	\$2,000,000																				
GENERAL AGGREGATE	\$4,000,000																				
PRODUCTS - COMP/OP AGG	\$4,000,000																				
	\$																				
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			B1T5905S	9/11/2016	9/11/2017	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP61M2311016NF	9/11/2016	9/11/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000		\$								
EACH OCCURRENCE	\$5,000,000																				
AGGREGATE	\$5,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			WC84000208912016A	9/11/2016	9/11/2017	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATU-TORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER																				
E.L. EACH ACCIDENT	\$1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$1,000,000																				
C	Fidelity Employee Theft of Client Property			106067344	3/4/2016	3/4/2017	<table border="1"><tr><td>Limit</td><td>\$1,000,000</td></tr><tr><td>Deductible</td><td>\$25,000</td></tr></table>	Limit	\$1,000,000	Deductible	\$25,000										
Limit	\$1,000,000																				
Deductible	\$25,000																				

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

CERTIFICATE HOLDER**CANCELLATION**Clay County Building Dept.
P.O. Box 1366
Green Cove Springs FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Brooks Building Solutions, Inc.
4501 Beverly Avenue
Jacksonville, FL 32210

SURETY:

(Name, legal status and principal place of business)

United States Surety Company
20 W. Aylesbury Road
Timonium, MD 21093

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Bid No. 16/17-13, HVAC Control System Diagnostic & Replacement at the Clay County Courthouse

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of April, 2017



(Witness)



(Witness) Trenton B. Saunders

Brooks Building Solutions, Inc.

(Principal)

(Seal)

By:

(Title)

PRESIDENT

United States Surety Company

(Surety)

(Seal)

By:

(Title) Kevin Richard Wojtowicz Attorney-in-Fact, and FL
Licensed Resident Agent



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, UNITED STATES SURETY COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Maryland, and having its principal office in Timonium, Maryland, does by these presents make, constitute and appoint,

KEVIN RICHARD WOJTOWICZ

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BB2002013, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty-five million and 00/100 (\$25,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of United States Surety Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, United States Surety Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 1st day of December 2014.

State of California
County of Los Angeles SS:



UNITED STATES SURETY COMPANY
By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

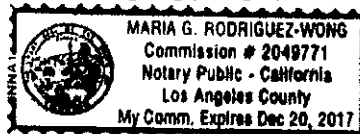
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of December 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Adam S. Pessin, Senior Vice President of United States Surety Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of United States Surety Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of April, 2017.

Bond No. BB2002013

Agency No. 11680



[Signature]
Kio Lo, Assistant Secretary

BID # 16/17-13
HVAC CONTROL
DIAGNOSTICS A
AT THE CLAY

PURCHASING DIVISION

2017 APR -3 P 3: 20

CLAY COUNTY BOARD OF
COMMISSIONERS

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

Receipt for Bid #: 16/17-13

Company Name:

BROOKS BUILDING SOLUTIONS

BIDDER: BROOKS BUILDING SOLUTIONS

**BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT
THE CLAY COUNTY COURTHOUSE
SCHEDULE OF VALUES**

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
1A	Conduct a test to determine which existing DDC system sensors, actuators and measuring devices are malfunctioning. Replace/add items compatible with the new proposed DDC system.	LS	1	\$ 2,400.00
1B	Replace duct-mounted temperature sensors.	Ea.	15	\$ 120.00
1C	Add return air duct-mounted humidity sensors.	Ea.	5	\$ 320.00
1D	Replace duct-mounted static pressure sensor and transmitter.	Ea.	5	\$ 320.00
1E	Replace space temperature sensors.	Ea.	72	\$ 150.00
1F	Repair/replace Ebtron air flow monitors.	Ea.	5	\$ 3,200.00
1G	Replace chilled water pump current sensors.	Ea.	8	\$ 120.00
1H	Replace chilled water temperature sensors and transmitter.	Ea.	4	\$ 125.00
1I	Replace VAV Box damper actuators and actuator controls.	Ea.	72	\$ 345.00
1J	Replace chilled water control valve actuators and actuator controls.	Ea.	5	\$ 2,100.00
2	Once all existing/new DDC system sensors, actuators and control devices have been determined to be functioning correctly / replaced, conduct a diagnostic test to determine if the new proposed DDC system front-end software can seamlessly integrate with the existing DDC control system software and hardware. The seamless integration requires that all existing analog inputs and outputs and digital inputs and outputs be capable of being read and acted upon as required to implement all sequences of operation.	LS	1	\$ 2,400.00
<i>Pending outcome of diagnostic test the following controllers may need to be replaced:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
3A	Replace Honeywell W7760C Plant Manager	Ea.	5	\$ 4,200.00
3B	Replace Honeywell W7751J	Ea.	72	\$ 480.00
3C	Replace Honeywell W7760C Plant Manager	Ea.	1	\$ 5,200.00
3D	Replace WEB 545 AX Controller	Ea.	2	\$ 3,000.00
3E	Replace Honeywell W7750A	Ea.	4	\$ 1,200.00
<i>Integrate the new/existing DDC system hardware with the new/existing DDC system control wiring:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
4A	Communications trunk cable	L.F.	80	\$ 4.00
4B	Communications data transmission #18 shielded pair in ½" conduit.	C.L.F.	5	\$ 8.00

<i>Install new stainless steel outside air dampers for the five existing central station air handling units:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
5A	Stainless steel outside air dampers	Ea.	5	\$ 1,600.00
5B	Outside air damper actuators	Ea.	5	\$ 480.00
5C	Outside air damper actuator DDC system integration	L.S.	1	\$ 1,600.00
<i>Implement all existing sequences of operations:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
6A	Complete installation of new DDC system software	L.S.	1	\$ 16,275.00
6B	Commission new DDC system sequences of operation	L.S.	1	\$ 13,200.00
6C	Train personnel in use of new DDC system	L.S.	1	\$ 1,100.00

Total Cost (Items 1A through 6C) \$ 73,270.00

Total Cost Written in Words:

Seventy Three Thousand Two Hundred & Seventy Dollars and no cents.

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

*Maximum quantities listed assume a complete replacement of components in the event that all are either malfunctioning, or incapable of interfacing with the new DDC system.

****The bid will be based on the total above. However, the County will only pay for components which are actually replaced or installed and work completed which may be less than the maximums listed above.**

COMPANY NAME:

ThermaServe, Inc.

**BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT THE
CLAY COUNTY COURTHOUSE**

CORPORATE DETAILS:

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

COMPANY NAME: ThermaServe, Inc.

ADDRESS: 6676 Columbia Park Drive South

Jacksonville, FL 32258

TELEPHONE: 904-260-8002

FAX #: 904-260-8004

E-MAIL: jsantiago@thermaserve.com

Name of Person submitting Bid: Jorge Santiago

Title: Account Manager

Signature: 

Date: 4/3/2017

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 3/28/2017 Acknowledged by: Jorge Santiago

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

Scrutinized Companies Certification

[Clay County Bid #16/17-13, HVAC Control System Diagnostics and Replacement at the Clay County Courthouse]

Name of Company:¹ ThermaServe, Inc.

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

Insert Name of Company:

ThermaServe, Inc.

(Seal)

By:

Scott D. Royer
Scott D. Royer
Its President


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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

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

Vendor:

ThermaServe, Inc.

By: 
Signature

Scott D. Royer, President
Name and Title

6676 Columbia Park Drive South
Street Address

Jacksonville, FL 32258
City, State, Zip

4/3/2017
Date

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) ThermaServe Inc	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 6676 Columbia Park Dr S	Requester's name and address (optional)
City, state, and ZIP code Jacksonville FL 32258	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-			-		
Employer identification number									
5	9	-	3	6	3	6	5	0	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person 	Date 2-6-17
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General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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



THERINC-01

KWALCUTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/30/2017

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

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

PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: Tracy K. Kunz CISR CWCS		
	PHONE (A/C, No, Ext): (904) 353-3181	FAX (A/C, No): (904) 353-5722	
	E-MAIL ADDRESS: Tkunz@cwpowellins.com		
INSURED ThermaServe Inc. 6676 Columbia Park Drive S Jacksonville, FL 32258	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westfield Ins Co		24112
	INSURER B: FCCI Insurance Company		10178
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CMM1680819	07/12/2016	07/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	CMM1680819	07/12/2016	07/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CMM1680819	07/12/2016	07/12/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	001-WC17A-73328	02/24/2017	02/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear is included as additional insured on the General Liability and Auto policies when Required By Written Contract or Agreement per the Attached Endorsements. A 30 day notice of cancellation can be endorsed if requested.

CERTIFICATE HOLDER

CANCELLATION

Clay County Board of County Commissioners
Purchasing Dept
477 Houston St
Green Cove Springs, FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments**
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Coverage Extensions**
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- D. Additional Coverages**
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- E. Airbag Coverage - Accidental Discharge**
- F. Knowledge and Notice of an Accident, Claim or Suit**
- G. Unintentional Failure To Disclose Hazards**
- H. Worldwide Coverage**
- I. Definitions**
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through I. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 70 22

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, Item A.
Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:
 - (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - LIABILITY COVERAGE, Item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. Coverage Extensions:

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

D. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

- 5. We will pay the expense of returning a stolen covered "auto" to you.
- 6. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

 - (a) Assumed by contract or agreement prior to loss; or
 - (b) Required by local ordinance.

No deductible applies to this additional coverage.

E. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

F. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Loss Conditions is amended as follows:

Subparagraph a. under Item 2. **Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

G. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

H. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory**, subparagraph (5) is deleted and replaced with the following:

- (5) Anywhere in the world, if:
 - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
 - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.
 - (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

I. DEFINITIONS

Under **SECTION V - DEFINITIONS, Item C.** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we ThermaServe Incorporated

as Principal hereinafter called the Principal, and RLI Insurance Company
a corporation duly organized under the laws of the state of Florida as Surety, hereinafter called the Surety,
are held and firmly bound unto Board of County Commissioners Clay County, Florida

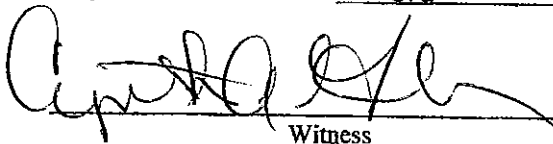
as Oblige, hereinafter called the Oblige, in the sum of 5% of the Bid Amount

Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for HVAC Control System Diagnostics and Replacement at The Clay County Courthouse


NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of April, 2017


Witness

ThermaServe Incorporated

Principal (Seal)

By: 
Name/Title

RLI Insurance Company

Surety (Seal)

By: Jeremy Toton 
Attorney-in-Fact

POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Carol A. Hopson, Jeremy Toton, jointly or severally

in the City of Saint Johns, State of Florida, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of March, 2017.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS



On this 3rd day of March, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 3rd day of April, 2017.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis

Barton W. Davis

Vice President

RECEIVED
PURCHASING DIVISION

2017 APR -3 P 2: 55

CLAY COUNTY BOARD OF
COMMISSIONERS

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

Receipt for Bid #: 16/17-13

Company Name: _____

ThermaServe



Mechanical Systems Services

16 Columbia Park Drive South • Jacksonville, FL 32258

City Administration Building
Reception Area
Houston Street
Green Cove Springs, FL 32043

Room 7-13, HVAC Control System Diagnostics
located at the Clay County Courthouse

"REVISED" SCHEDULE OF VALUES
BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND
REPLACEMENT AT THE CLAY COUNTY COURTHOUSE

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
1A	Conduct a test to determine which existing DDC system sensors, actuators and measuring devices are malfunctioning.	LS	1	\$ 9,286.
1B	Replace duct-mounted temperature sensors.	Ea.	15	\$ 3,341.
1C	Add return air duct-mounted humidity sensors.	Ea.	5	\$ 5,370.
1D	Replace duct-mounted static pressure sensor and transmitter.	Ea.	5	\$ 2,000.
1E	Replace space temperature sensors.	Ea.	72	\$ 9,478
1F	Repair/replace Ebtron air flow monitors.	Ea.	5	\$ 11,322.
1G	Replace chilled water pump current sensors.	Ea.	8	\$ 3,281.
1H	Replace chilled water temperature sensors and transmitter.	Ea.	4	\$ 2,830.
1I	Replace chilled water control valve actuators and actuator controls.	Ea.	5	\$ 5,313.
2	Once all existing/new DDC system sensors, actuators and control devices have been determined to be functioning correctly / replaced, conduct a diagnostic test to determine if the new proposed DDC system front-end software can seamlessly integrate with the existing DDC control system software and hardware. The seamless integration requires that all existing analog inputs and outputs and digital inputs and outputs be capable of being read and acted upon as required to implement all sequences of operation.	LS	1	\$ 9,286.

Pending outcome of diagnostic test the following controllers may need to be replaced:

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
3A	Replace Honeywell W7760C Plant Manager	Ea.	5	\$ 25,179.
3B	Replace Honeywell W7751J	Ea.	72	\$ 25,320.
3C	Replace Honeywell W7760C Plant Manager	Ea.	1	\$ 15,104.
3D	Replace WEB 545 AX Controller	Ea.	2	\$ 7,890.
3E	Replace Honeywell W7750A	Ea.	4	\$ 5,029.

Integrate the new/existing DDC system hardware with the new/existing DDC system control wiring:

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
4A	Communications trunk cable	L.F.	80	\$ 47,350.
4B	Communications data transmission #18 shielded pair in 1/2" conduit.	C.L.F.	5	\$ included above

Install new stainless steel outside air dampers for the five existing central station air handling units:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
5A	Stainless steel outside air dampers	Ea.	5	\$ 11,361.
5B	Outside air damper actuators	Ea.	5	\$ 5,348.
5C	Outside air damper actuator DDC system integration	L.S.	1	\$ 4,156.
Implement all existing sequences of operations:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
6A	Complete installation of new DDC system software	L.S.	1	\$ 9,286.
6B	Commission new DDC system sequences of operation	L.S.	1	\$ 9,286.
6C	Train personnel in use of new DDC system	L.S.	1	\$ 9,286.
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
7A	Provide Testing, adjusting and balancing of variable air volume boxes that require replacement of controls, dampers and actuators.	Ea.	72	\$ 8,892.

Total Cost (Items 1A through 7A) \$ 240,000.

Total Cost Written in Words:

Two hundred forty thousand dollars

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

*Maximum quantities listed assume a complete replacement of components in the event that all are either malfunctioning, or incapable of interfacing with the new DDC system.

**The bid will be based on the total above. However, the County will only pay for components which are actually replaced or installed and work completed which may be less than the maximums listed above.

COMPANY NAME:

Shine and Company Inc

**BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT THE
CLAY COUNTY COURTHOUSE**

CORPORATE DETAILS:

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

COMPANY NAME: Shine and Company, Inc.

ADDRESS: 25687 W US Highway 27
High Springs, Florida 32643

TELEPHONE: 386-454-2034

FAX #: 386-454-8570

E-MAIL: gary.shine@shinecompanyinc.com

Name of Person submitting Bid: Gary Shine

Title: President

Signature: 

Date: April 3, 2017

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 3-28-17 Acknowledged by: Gary Shine

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

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

Vendor:

Shine and Company, Inc.

By: Gary H. Shine
Signature

Gary Shine - President

Name and Title

25687 W US Highway 27

Street Address

High Springs, Florida 32643

City, State, Zip

April 3, 2017

Date

Scrutinized Companies Certification

[Clay County Bid #16/17-13, HVAC Control System Diagnostics and Replacement at the Clay County Courthouse]

Name of Company:¹ Shine and Company, Inc.

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

Insert Name of Company:

Shine and Company, Inc.

(Seal)

By: Gary Shine

Gary H. Shine

President

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.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
2/12/2017

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

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

PRODUCER Commercial Lines - (305) 443-4886 Wells Fargo Insurance Services USA, Inc. 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: PHONE (A/C, No, Ext): 888-572-2412 FAX (A/C, No): E-MAIL ADDRESS: certs@trinet.com														
INSURED Strategic Outsourcing, Inc. PO Box 241448 Charlotte, NC 28224 RE: Shine and Company, Inc.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Indemnity Insurance Company of North America	43575	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Indemnity Insurance Company of North America	43575														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 11423730 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC64309535	03/01/2017	03/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

LIMITED TO EMPLOYEES LEASED TO SHINE AND COMPANY, INC BY STRATEGIC OUTSOURCING, INC. FAX: 386-454-8570

CERTIFICATE HOLDER

SHINE AND COMPANY, INC
 25687 W US HWY 27
 HIGH SPRINGS FL 32643

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2017

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

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

PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Indemnity Company	23280
	INSURER B: Westfield Insurance Company	24112
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: W1897949	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		CAP5230020	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
	PD Ded: \$500	MED EXP (Any one person) \$ 10,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:	PERSONAL & ADV INJURY \$ 1,000,000				
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		CWP0888307	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CAP5230020	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 1,000,000				
	DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
--

CERTIFICATE HOLDER	CANCELLATION
Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Shine and Company, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

25687 W. US Hwy 27

City, state, and ZIP code

High Springs, FL 32643

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

Employer identification number

5 9 - 2 0 6 6 8 2 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

4-3-17

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Shine and Company, Inc.
25687 West US Highway 27
High Springs, FL 32643

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Bid No. 16/17-13, HVAC Control System Diagnostics & Replacement at the Clay County Courthouse

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of April, 2017

(Witness)

(Witness)

Trenton B. Saunders

Shine and Company, Inc.

(Principal)

(Seal)

By: Gayle Shine
(Title)

(Seal)

Hudson Insurance Company

(Surety)

(Seal)

By:

(Title) Kevin R. Wojtowicz Attorney-in-Fact, and FL
Licensed Resident Agent



HUDSON
INSURANCE GROUP

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin R. Wojtowicz
of the State of FL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Seventeen Thousand Five Hundred and 00/100 (\$17,500)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.



Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

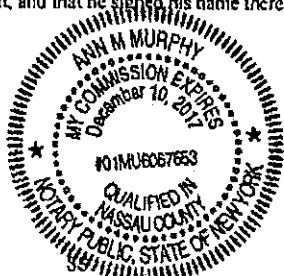
By

Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 3rd day of April, 2017.



Form 900A 10-8-2010 (v1)

By

Dina Daskalakis, Corporate Secretary

Shine and Company, Inc.
25687 W. US Hwy 27
High Springs, FL 32643

Sealed bid for:

Bid #16/17-13, HVAC Cont
Diagnostics and Replacem
County Courthouse

Bid opening date:
Tuesday, April 4, 2017 @1

RECEIVED
PURCHASING DIVISION

2017 APR -3 P 1:27

CLAY COUNTY BOARD OF
COMMISSIONERS

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

Receipt for Bid #: 16/17-13
Company Name: Shine and Company

**“REVISED” SCHEDULE OF VALUES
BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND
REPLACEMENT AT THE CLAY COUNTY COURTHOUSE**

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
1A	Conduct a test to determine which existing DDC system sensors, actuators and measuring devices are malfunctioning.	LS	1	\$ \$5,252
1B	Replace duct-mounted temperature sensors.	Ea.	15	\$ \$2,201
1C	Add return air duct-mounted humidity sensors.	Ea.	5	\$ \$2,237
1D	Replace duct-mounted static pressure sensor and transmitter.	Ea.	5	\$ \$1,385
1E	Replace space temperature sensors.	Ea.	72	\$ \$10,353
1F	Repair/replace Ebtron air flow monitors.	Ea.	5	\$ \$14,518
1G	Replace chilled water pump current sensors.	Ea.	8	\$ \$1,142
1H	Replace chilled water temperature sensors and transmitter.	Ea.	4	\$ \$485
1I	Replace chilled water control valve actuators and actuator controls.	Ea.	5	\$ \$1,890
2	Once all existing/new DDC system sensors, actuators and control devices have been determined to be functioning correctly / replaced, conduct a diagnostic test to determine if the new proposed DDC system front-end software can seamlessly integrate with the existing DDC control system software and hardware. The seamless integration requires that all existing analog inputs and outputs and digital inputs and outputs be capable of being read and acted upon as required to implement all sequences of operation.	LS	1	\$ \$0
Pending outcome of diagnostic test the following controllers may need to be replaced:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
3A	Replace Honeywell W7760C Plant Manager	Ea.	5	\$ \$6,322
3B	Replace Honeywell W7751J	Ea.	72	\$ \$28,665
3C	Replace Honeywell W7760C Plant Manager	Ea.	1	\$ \$1,820
3D	Replace WEB 545 AX Controller	Ea.	2	\$ \$6,737
3E	Replace Honeywell W7750A	Ea.	4	\$ \$2,212
Integrate the new/existing DDC system hardware with the new/existing DDC system control wiring:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
4A	Communications trunk cable	L.F.	80	\$ \$13,583
4B	Communications data transmission #18 shielded pair in ½" conduit.	C.L.F.	5	\$ \$1,419

Install new stainless steel outside air dampers for the five existing central station air handling units:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
5A	Stainless steel outside air dampers	Ea.	5	\$ \$6,958
5B	Outside air damper actuators	Ea.	5	\$ \$1,890
5C	Outside air damper actuator DDC system integration	L.S.	1	\$ \$813
Implement all existing sequences of operations:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
6A	Complete installation of new DDC system software	L.S.	1	\$ \$11,039
6B	Commission new DDC system sequences of operation	L.S.	1	\$ \$4,065
6C	Train personnel in use of new DDC system	L.S.	1	\$ \$1,829
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
7A	Provide Testing, adjusting and balancing of variable air volume boxes that require replacement of controls, dampers and actuators.	Ea.	72	\$ \$13,157

Total Cost (Items 1A through 7A) \$ \$139,972.00

Total Cost Written in Words:

One Hundred Thirty-Nine Thousand, Nine Hundred Seventy Two

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

*Maximum quantities listed assume a complete replacement of components in the event that all are either malfunctioning, or incapable of interfacing with the new DDC system.

****The bid will be based on the total above. However, the County will only pay for components which are actually replaced or installed and work completed which may be less than the maximums listed above.**

COMPANY NAME: W.W. Gay Mechanical Contractor Inc.

**BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT THE
CLAY COUNTY COURTHOUSE**

CORPORATE DETAILS:

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

COMPANY NAME: W.W. Gay Mechanical Contractor, Inc.

ADDRESS: 524 Stockton St.
Jacksonville, FL 32204

TELEPHONE: 904-394-7242

FAX #: 904-394-7606

E-MAIL: Jshepard@wwgaycontrols.com

Name of Person submitting Bid: Joseph Shepard

Title: Controls Department Manager

Signature: 

Date: 3/29/2017

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 3/29/17 Acknowledged by: Joseph Shepard

Addendum No. Date: Acknowledged by:


Addendum No. Date: Acknowledged by:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

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

Vendor:

W. W. Gay Mechanical Contractor, Inc.

By:  _____
Signature

Joseph Shepard - Controls Department Manager

Name and Title

524 Stockton St.

Street Address

Jacksonville, Fl. 32204

City, State, Zip

3/29/2017

Date

Scrutinized Companies Certification

[Clay County Bid #16/17-13, HVAC Control System Diagnostics and Replacement at the Clay County Courthouse]

Name of Company:¹ W.W. Gay Mechanical Contractor Inc.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a bc 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:

W.W. Gay Mechanical Contractor Inc.

(Seal)

By:



Joseph Shepard

Its Controls Department Manager

STATE OF FLORIDA
COUNTY OF Duval

The forgoing instrument was acknowledged before me this 30th day of March 20 17, by Joseph Shepard as Controls Dept. Manager of W. W. Gay Mechanical Contractor, Inc., who is:



Personally known

Produced identification

Type of identification produced



Notary Public

My Commission Expires 4/27/2019



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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) W.W. Gay Mechanical Contractor, Inc.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 524 Stockton Street	Requester's name and address (optional)
City, state, and ZIP code Jacksonville, FL 32204	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

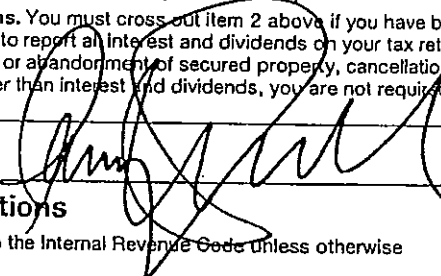
Social security number									
			-						
Employer identification number									
5	9	-	0	9	7	7	3	9	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person 	Date ▶ 3/29/2017
-----------	--	-------------------------

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
09/09/2016

PRODUCER
Construction Underwriters, Inc
4168 Southpoint Pkwy - Ste 305
Jacksonville, FL 32216

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
W.W. Gay Mechanical Contractor, Inc.
524 Stockton Street
Jacksonville, FL 32204

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Amerisure Insurance Co

19488

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insd <input checked="" type="checkbox"/> Blkt Waiver of Subro GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL2002616 \$100,000 - Jobsite Poll XCU Included Contractual Liab Included	09/12/16	09/12/17	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$3,000 Comp Ded <input checked="" type="checkbox"/> \$3,000 Coll Ded	CA2002615 Includes MCS90 \$100,000 Auto Pollution	09/12/16	09/12/17	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CU2071655	09/12/16	09/12/17	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$ WC STATU- TORY LIMITS OTH- ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
A		OTHER Design Svc Liab	GL2002616	09/12/16	09/12/17	\$1 Mill Occ/\$2 Mill Agg \$1,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Any or All Operations.

All policies listed have been endorsed to include the certificate holder as an additional insured on a primary and noncontributory basis. All policies include a Waiver of Subrogation in favor of the additional insured. *****This wording will only be added once the project is awarded our insured**** For information Only

CERTIFICATE HOLDER

** Sample For Bid Purposes
Only**

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kimberly Carroll



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2016

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

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

PRODUCER License # 0E67768
Insurance Office of America, Inc.
1 Sleiman Parkway
Suite 130
Jacksonville, FL 32216

CONTACT

NAME:

PHONE (A/C, No, Ext): (904) 448-9777

FAX (A/C, No): (904) 448-9788

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Midwest Employers Casualty Company

23612

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

W.W. Gay Mechanical Contractor, Inc.
524 Stockton St.
Jacksonville, FL 32204

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EW0009207	09/01/2016	09/01/2017	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SAMPLE SAMPLE
SAMPLE

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **W.W. GAY MECHANICAL CONTRACTOR, INC.**
(Here insert full name and address or legal title of Contractor)

524 Stockton Street
Jacksonville, Florida 32204

as Principal, hereinafter called the Principal, and **ARCH INSURANCE COMPANY**

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

3 Parkway, Suite 1500
Philadelphia, PA 19102

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

as Surety, hereinafter called the Surety, are held and firmly bound unto **CLAY COUNTY BOARD OF COUNTY COMMISSIONERS**
(Here insert full name and address or legal title of Owner)

P.O. Box 1366, Green Cove Springs, FL 32043

as Obligee, hereinafter called the Obligee, in the sum of Five percent of the largest amount for which award can be made under the accompanying bid. Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

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

BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND REPLACEMENT AT
THE CLAY COUNTY COURTHOUSE

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of April 19 2017

Melinda Harden
(Witness)

W. W. GAY MECHANICAL CONTRACTOR, INC.

(Principal)

(Seal)

(Title)

Teresa Blunk
(Witness)

ARCH INSURANCE COMPANY

(Surety)

(Seal)

(Title)

Tom S. Lobrano, IV, Attorney-in-Fact & Florida Resident Agent



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Geoffrey M. Munn, Mark C. Fore, Thomas S. Lobrano, IV and Tom S. Lobrano III of Jacksonville, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process.

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

RECEIVED
PURCHASING DIVISION

2017 APR -3 P 2: 26

CLAY COUNTY BOARD OF
COMMISSIONERS

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

Receipt for Bid #: 16/17-13
Company Name: _____

W. W. Gray Mechanical

BID ON

BID #16/17-13, HVAC CONTROL
SYSTEM DIAGNOSTICS AND
REPLACEMENT
AT THE CLAY COUNTY
COURTHOUSE

SEALED BID

Bid Invitations Sent to the Following Companies for:
Bid #16/17-13, HVAC Control System Diagnostics and
Replacement at the Clay County Courthouse

Grau Mechanical Enterprises, Inc.
Bill Williams
W. W. Gay Controls and Integration
Therma Serve
Weather Engineers
Climate Control
Construction Journal
Air Solutions
Construct Connect
Prime Vendor, Inc.
Brooks Building Solutions
Certified Control Systems
Shine Company, Inc.
Trane – Ingersoll Rand
MC2, Inc.
The Blue Book
Comfort Temp Company
Dorado Services

MANDATORY PRE-BID MEETING
SIGN IN SHEET

Project: HVAC Control System Diagnostics & Replacement at the Clay County Courthouse

Date/Time: March 22, 2017 at 2:00 p.m.

Location: Clay County Administration Building, 4th Floor Conference Room B, 477 Houston Street, Green Cove Springs, Florida 32043

NAME	COMPANY	PHONE	EMAIL	MAILING ADDRESS
Dustin R. Spell, Jr.	Powell and Kinkle Eng.	904-264-5576	dspell@powellkinkle.com	1409 Kinkadee Ave Apt 122 TOP, FL 32073
Jorge Santiago	ThermaSERVE	904-207-5527	JSANTIAGO@Thermaserve.com	6676 Columbia Park S Jax 32258
Steve McDonald	Advanced Automation	813-919-4623	smcdonald@advancedautomation.com	3402 N 40th Street Tampa, FL 33610
Garry Shine	Shine Co. Inc	346-454-2021	Garry.Shine@Shinecompanyinc.com	25651 W. US Hwy 27 High Springs, FL 32613
JIM HEADLA	MCZ	904-838-5431	JHEADLA@MCZINC.NET	2290 W AIRPORT BLVD, SANFORD, FL 32771
JOE NERI'S	Dorado SERVICES	321-388-8004	JOE@Doradosi.com	195 W. Seminole Blvd. SANFORD FL 32771
Joe Shepard	WW Gay controls	904-545-7126	JShepard@wwgaycontrols.com	524 Stackton St Jacksonville FL 32043
Nathaniel Hale	Certified Controls	904-237-0215	nhale@certifiedcontrols.com	4505 Marquette Ave Jax 32210
KEVIN FRANCIS	BROOKS BLDG SOLUTIONS	904-642-5303	KFRANCIS@BROOKSOLUTIONS.NET	4501 BEVERLY AVE JAX 32210
Chad Poole	Brooks Bldg Solutions	904-642-5303	CPOOLE@Brooksolutions.net	4501 Beverly Ave Jax 32210
KURT DEVEE	BROOKS	904-309-8430	KDevee@brooksolutions.net	4501 BEVERLY AVE



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 2 3:00 PM

TO: Finance and Audit Committee

DATE: 4/26/2017

FROM: Administrative and Contractual Services

SUBJECT: Approval of Addendum No. 38 to Agreement #92/93-171 with Jones Edmunds and Associates, Inc., for professional services regarding compliance requirements associated with landfill permits, for a period of approximately one year, at the maximum cost of \$243,500.00. Funding Source: 401-3802-531300 (Solid Waste Fund / Environmental Svcs / Engr, Arch & Appraisal) (A. Altman)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

To provide engineering services and assistance with meeting all requirements associated with landfill permits.

Is Funding Required (Yes/No):

Yes

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

Yes

Funding Source: Solid Waste Fund / Environmental Svcs / Engr, Arch & Appraisal

Account # 401-3802-531300 Amount - \$243,500.00

Sole Source (Yes\No):

No

Advanced Payment (Yes\No):

No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ▮ [Addendum No. 38 to Agreement #92/93-171 Jones Edmunds & Associates, Inc.](#)
- ▮ [Historical Data](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	4/26/2017 - 12:03 PM	
County Manager	Slaybaugh, Jaclyn	Approved	4/28/2017 - 10:34 AM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC F+5-2-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
RECEIVED		
DATE:	April 20, 2017	
Staff Member Preparing Form:	Alan Altman	
Department Submitting Contract:	Environmental Services	
Vendor Name:	Jones Edmunds & Associates, Inc.	
Contract Title:	Technical Consulting Services Agreement, Addendum No. 38	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	Y	(N)
2. Renewal/Amend./Supplement	(Y)	N
3. Sole Source **(explain below)	Y**	N
4. Quotes/bid policy met	(Y)	N
5. Need to waive bid policy	Y	(N)
6. Automatic renewal	n/a	(N)
7. Standard Addendum Executed	Y	(N)
8. Advance Payment Required	Y	(N)
9. Contract Amount (*Detail negotiation efforts below) \$243,500		
10. Last Year's Price (*If increase explain below) \$314,500 – May, 2015		
11. Date of Original Contract September 28, 1993		
12. Number of Renewals		
13. Length of Term Completion of tasks / approximately 1 year		
Requested Action:		
Funding Source		
Account Number: 401-3802-531300		
Background/Purpose: To provide engineering services and assistance with meeting all requirements associated with landfill permits.		
Account Name: Solid Waste Fund-Envir Serv-ENGR, ARCH & APPRAISAL		

Approvals

Purchasing: <i>alt</i>	No Changes	With Changes
Review Date: 4-21-17		✓

Budget: <i>alt</i>	No Changes	With Changes
Review Date: 4/21/17	✓	✓*

Finance: <i>m</i>	No Changes	With Changes
Review Date: 4/24/17	✓	

County Attorney: <i>alt</i>	No Changes	With Changes
Review Date: 4/25/17		✓

** Sole Source Explanation:

Recommended Changes: *What is the "Requested Action" above? *The lined thru verbiage on pages 1-3 is not needed as it is already contained in the Standard Addendum. *Need verbiage incorporating the Standard Addendum into the document and need to attach the appropriate Standard Addendum as the one provided has been reduced. *Copy charges expressed on page 13 of 13 should be represented in Para 5 of the Standard Addendum. Is the June 30, 2016 letter intended to be a part of Addendum No. 38?

*insufficient funds in provided account -- transfer needed
 *Full Account Name & funding source not provided
 *Pending approval of FY17/18 Budget

*Price Negotiation Efforts:

- see revisions to Addendum &

Don's notes above

* All comments have been addressed.

RECEIVED
 PURCHASING DIVISION
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I don't think it should be

TECHNICAL CONSULTING SERVICES AGREEMENT

ADDENDUM NO. 38

CLAY COUNTY

This **ADDENDUM**, made and entered into this ____ day of _____ 2017, by mutual agreement of the parties hereto, is made a part of Technical Consulting Agreement No. 92/93-171 dated September 28, 1993, as amended, by and between Clay County (OWNER) and Jones Edmunds & Associates, Inc. (ENGINEER), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

This **ADDENDUM** consists of providing engineering services described in the Workscope and Fee Estimate attached hereto and incorporated herein.

The maximum compensation authorized by this **ADDENDUM** is **\$243,500**. Compensation for these services shall be in accordance with the attached hourly rates, expense voucher and billing information.

The Standard Addendum to All Contracts and Agreements is attached to this **ADDENDUM** and incorporated herein.

The *Scrutinized Companies Certification* form is attached to this **ADDENDUM**.

In all other respects, except as provided herein, the terms and conditions of Technical Consulting Agreement No. 92/93-171, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this **ADDENDUM** upon the terms and conditions above stated on the day and year first above written.

ENGINEER:

COUNTY:

JONES EDMUNDS & ASSOCIATES, INC.

CLAY COUNTY

By: _____
Kenneth S. Vogel, PE
Managing Director & Senior Vice President

By: _____
Wayne Bolla, Its Chairman

ATTEST

ATTEST

Linda S. Lyles
Contracts Specialist

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

Date

Date

**TECHNICAL CONSULTING SERVICES AGREEMENT – ADDENDUM NO. 38
CLAY COUNTY LANDFILLS PERMIT COMPLIANCE SERVICES**

WORKSCOPE

Permits

The Florida Department of Environmental Protection (FDEP) permits associated with this workscope are listed below.

Landfill	Permit No.	Issue Date	Expiration Date
Keystone Heights (Class II/III) Landfill	69328-008-SF	December 11, 2013	December 11, 2023
Rosemary Hill Solid Waste Management Facility (SWMF)	179045-009-SF	June 28, 2016	June 28, 2026
Rosemary Hill SWMF Waste Tire	0155272-004-WT	January 26, 2015	January 26, 2025
Camp Blanding Landfill	Long-term-care (LTC) monitoring terminated. Permit expired.		
Doctors Inlet Landfill	LTC monitoring terminated. Permit expired.		
Long Bay Landfill	LTC monitoring terminated. Permit expired.		

Overview

Jones Edmunds & Associates, Inc. presents this Workscope and fee estimate to assist Clay County through September 30, 2018 (end of Fiscal Year 2018) with permit-compliance services and other tasks to fulfill the requirements of the FDEP permits.

The fees listed in Tasks A and B for landfill compliance monitoring include field sample collection, laboratory analyses, and report preparation. We will collect and analyze quality assurance/quality control (QA/QC) samples. Report preparation includes updating the historical database, generating groundwater contour maps, reviewing QA/QC issues, and preparing reports and electronic data deliverables. We will submit reports to FDEP and the County.

FDEP has released the Camp Blanding, Doctors Inlet, and Long Bay landfills from further LTC monitoring requirements, and the permits have expired.

Tasks A through J discuss the project requirements and the County's needs.

A. Keystone Heights Landfill

This task includes field sample collection, laboratory analyses, and reporting fees for:

- 2018 Annual Event: One background well, three compliance wells, and QA/QC samples.

B. Rosemary Hill SWMF

This task includes field sample collection, laboratory analyses, and reporting fees for:

- 2017 Second Semiannual Event: One background well, eight compliance wells, six surface water stations, and QA/QC samples.
- 2018 First Semiannual Event: One background well, eight compliance wells, six surface water stations, and QA/QC samples.
- 2018 Second Semiannual Event: One background well, eight compliance wells, six surface water stations, and QA/QC samples.

C. Monthly Landfill Inspections and Minor Repairs

This task includes 12 monthly inspections and reports for all five landfills. The fees for this task include repairing minor items discovered by the field inspector.

D. Landfill Gas Monitoring

This task includes two semiannual landfill gas monitoring events and reports for the Keystone Heights Landfill. Also included are four quarterly and twelve monthly landfill gas monitoring events and four quarterly reports for the Rosemary Hill SWMF. We will monitor gas-monitoring wells and onsite structures as required by the permits.

This task does not include gas monitoring or reporting for the Camp Blanding, Doctors Inlet, or Long Bay landfills. FDEP has released these landfills from further LTC monitoring requirements.

E. Annual Financial Assurance Cost Estimates

FDEP requires LTC cost estimates to be updated annually. We will prepare and submit to FDEP the following LTC cost estimates for the Keystone Heights Landfill and the Rosemary Hill SWMF:

- Keystone Heights Landfill
 - 2017 – Inflation Factor Estimate
 - 2018 – Recalculated Estimate
- Rosemary Hill SWMF
 - 2017 – Inflation Factor Estimate
 - 2018 – Inflation Factor Estimate

F. Technical Reports and Stabilization Reports

For this task, we will prepare a technical report that summarizes the compliance monitoring data and a stabilization report required by the permit for the Keystone Heights Landfill. Both reports are due December 6, 2018.

Although the due date for these reports is after Fiscal Year 2018, we expect to prepare the report within the period of this Workscope.

G. Rosemary Hill SWMF National Pollution Discharge Elimination System Compliance

In September 2015, the County submitted a Notice of Intent to FDEP for a National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit. The permit expires September 13, 2020.

Samples must be collected from the discharge outfalls during calendar year 2018. We will assist the County with collecting and shipping these samples as needed. Sampling is not required during calendar year 2017.

Jones Edmunds will help the County meet the requirements of the NPDES permit. We will update the Clay County Landfills Inspection Requirements Summary document and submit the Discharge Monitoring Reports as needed.

The Spill Prevention, Control, and Countermeasure Plan and the Stormwater Pollution Prevention Plan program are included in the annual compliance evaluation. This Workscope includes fees to help the County with these tasks.

H. Rosemary Hill SWMF Leachate Tank Inspection Assistance

The leachate tanks must be inspected in December 2017. This Workscope includes fees to assist the County with inspecting the leachate tanks. The County will arrange for the two tanks to be emptied of leachate. Jones Edmunds will arrange for a subcontractor to remove and dispose of any remaining liquid, sludge, and sand. We will provide a subcontract tank inspector to inspect the tanks and prepare a report for FDEP.

I. Solid Waste Long-Term-Planning Assistance

As part of previous addenda, Jones Edmunds helped the County with various needs related to solid waste long-term planning. This Workscope includes fees to help the County with these tasks.

J. Contingency

This Workscope includes a contingency amount of \$50,000 to cover other services as needed. Contingency items may include:

- Resampling or confirmatory sampling of routine compliance monitoring events.
 - Assistance with miscellaneous environmental or solid-waste issues.
 - Minor groundwater-contamination issues that may arise at the Keystone Heights Landfill and Rosemary Hill SWMF.
 - Items related to the end-of-LTC period that expires December 22, 2018 for the Keystone Heights Landfill.
-

Exclusions and Conditions

All work included in this Addendum is specifically listed in this Workscope. The following are specific exclusions and conditions of this Workscope.

- FDEP no longer requires monitoring at the Camp Blanding, Doctors Inlet, and Long Bay landfills.
- The site permits no longer require annual stormwater certifications.
- No permit renewals are expected during the term of Addendum 38.
- Significant contamination assessment actions are not currently required at the Keystone Heights Landfill or Rosemary Hill SWMF.
- Needs not specifically listed in this Workscope may require additional fees.

Compensation and Invoicing

The Fee Estimate amounts shall be available for all events/tasks under the total Workscope of this project. Individual event/task fee estimates in this Workscope are estimates only. Project invoicing shall be compared relative to "Total for Addendum 38" and not individual event/task fee estimates.

The Paying Agent is the agent of the County to whom we will submit invoices if identified in the Agreement or, if not so identified, the County's Finance Director. For the purpose of this Agreement, the Paying Agent shall be Alan Altman, Clay County Environmental Services Director.

The *Scrutinized Companies Certification* form is attached to this Addendum.

**TECHNICAL CONSULTING SERVICES AGREEMENT - ADDENDUM 38
CLAY COUNTY LANDFILLS PERMIT COMPLIANCE SERVICES**

FEE ESTIMATE

A. Keystone Heights Landfill	\$ 6,500
B. Rosemary Hill Solid Waste Management Facility	\$ 60,000
C. Monthly Landfill Inspections and Minor Repairs	\$ 60,000
D. Landfill Gas Monitoring	\$ 15,000
E. Annual Financial Assurance Cost Estimates	\$ 8,000
F. Technical Reports and Stabilization Reports	\$ 8,000
G. Rosemary Hill SWMF NPDES Compliance	\$ 18,000
H. Rosemary Hill SWMF Leachate Tank Inspection Assistance	\$ 8,000
I. Solid Waste Long-Term Planning Assistance	\$ 10,000
J. Contingency	\$ 50,000
 TOTAL FOR ADDENDUM 38	 \$ 243,500

JONES EDMUNDS & ASSOCIATES, INC.

**CLAY COUNTY
2017-2018 STANDARD LABOR RATES**

DISCIPLINE	LABOR RATES (\$/HOUR)	
	2017	2018
Junior Administrative Assistant	\$41.82	\$42.63
Senior Administrative Assistant	\$71.55	\$72.95
Junior Document Production	\$51.73	\$52.74
Senior Document Production	\$81.46	\$83.05
CADD Drafter / Field Technician	\$60.54	\$61.72
Junior Field Technician / Inspector	\$79.26	\$80.81
Senior Field Technician / Inspector	\$110.09	\$112.24
Junior CADD Drafter	\$90.28	\$92.04
Senior CADD Drafter	\$128.81	\$131.33
Junior Design Engineer / Scientist	\$82.56	\$84.17
Design Engineer / Scientist	\$110.09	\$112.24
Project Engineer / Scientist	\$123.31	\$125.72
Senior Project Engineer / Scientist	\$150.83	\$153.78
Project Manager	\$154.15	\$157.17
Senior Project Manager	\$176.17	\$179.62
Chief Engineer	\$184.97	\$188.59
Project Officer	\$236.75	\$241.39



CLAY COUNTY - ADDENDUM 38
EQUIPMENT RENTAL AND SUPPLY
EXPENSE VOUCHER

PROJECT NAME: _____ EVENT: _____
PROJECT NUMBER: _____ DATE(S): _____

Long Form - All Environmental Field Equipment

EQUIPMENT/ITEM	RENTAL RATES			QUANTITY			TOTAL
	UNIT	USE	WEEK (>3 days)	@ DAY RATE	@ WEEK RATE	@ UNIT RATE	
DRILLING EQUIPMENT - 0201							
Hand Augers	\$ 25	per day	\$ 75				\$ -
PUMPS - 0202							
Bladder Pump Controller (for Dedicated Pumps)	\$ 15	per day	\$ 45				\$ -
Compressed Air Cylinders to Power Pumps	\$ 10	per well					\$ -
Generator	\$ 50	per day	\$ 150				\$ -
Grundfos Sampling Pump System	\$ 50	per day	\$ 150				\$ -
Micropurge Pump System	\$ 25	per day	\$ 75				\$ -
Micropurge Controller	\$ 15	per day	\$ 45				\$ -
Micropurge Pump	\$ 10	per day	\$ 30				\$ -
Peristaltic Pump	\$ 20	per day	\$ 60				\$ -
Mega-Monsoon Pump System 12 vDC	\$ 50	per day	\$ 150				\$ -
Portable Bladder Pump System	\$ 25	per day	\$ 75				\$ -
SAMPLING METERS - 0203							
Drawdown Meter	\$ 10	per day	\$ 30				\$ -
Electronic Water Level Indicator	\$ 10	per day	\$ 30				\$ -
Turbidimeter	\$ 15	per day	\$ 45				\$ -
YSI 556 Multi-Probe Meter	\$ 45	per day	\$ 135				\$ -
LANDFILL GAS METERS - 0204							
Eagle RKI Meter	\$ 40	per day	\$ 120				\$ -
ORGANIC VAPOR ANALYZERS - 0205							
Foxboro TVA-1000	\$ 120	per day	\$ 360				\$ -
SAMPLING EQUIPMENT AND SUPPLIES - 0208							
Bladder Pump Polyethylene Tubing	\$ 0.10	per foot					\$ -
Grundfos Pump Polyethylene Tubing	\$ 0.25	per foot					\$ -
Mega-Monsoon Polyethylene Tubing	\$ 0.25	per foot					\$ -
Peristaltic Pump Polyethylene Tubing	\$ 0.15	per foot					\$ -
Tygon Tubing	\$ 2.50	per foot					\$ -
Disposable Bladder Pump Bladders/Parts	\$ 20	each					\$ -
Disposable Filters (.45 or 1.0 µ)	\$ 20	each					\$ -
Sampling Meter Calibration Fluids	\$ 5	per day	\$ 15				\$ -
Sampling Supplies (Bailed Wells)	\$ 10	each					\$ -
Sampling Supplies (Pumped Wells)	\$ 10	each					\$ -
Teflon Bailer	\$ 10	each					\$ -
HEALTH AND SAFETY EQUIPMENT - 0209							
Other Equipment	Bill out per job requirements						
Respirator Equipment	Bill out per job requirements						
AIR SAMPLING EQUIPMENT - 0210							
Air Sampling Pump	\$ 25	per day	\$ 75				\$ -
Disposable Tubing	\$ 2.50	per foot					\$ -
Tedlar Bags	\$ 25	each					\$ -
Vaisala RH Instrument	\$ 60	per day	\$ 180				\$ -
Visible Emissions Field Kit	\$ 100	per day	\$ 300				\$ -
Xi-Tech Vacuum Box	\$ 50	per day	\$ 150				\$ -
WELL / PIEZOMETER SUPPLIES - 0211							
Well Casing (5 foot length)	\$ 10	each					\$ -
Well Screen (5 foot length)	\$ 15	each					\$ -
Well Points	\$ 7.50	each					\$ -
Well Caps	\$ 17.50	each					\$ -

OTHER EQUIPMENT AND SUPPLIES - 0212							
300' Tape and Stainless Probe	\$ 15	per day	\$ 45				\$ -
American Sigma Composite Sampler	\$ 70	per day	\$ 210				\$ -
Dipper	\$ 5	per day	\$ 15				\$ -
Dragline Sediment Dredge	\$ 10	per day	\$ 30				\$ -
Field Books	\$ 12	each					\$ -
Isco Composite Sampler	\$ 90	per day	\$ 270				\$ -
Kemmerer Sampler	\$ 10	per day	\$ 30				\$ -
Kestrel Wind Meter	\$ 2	per day	\$ 6				\$ -
Ludlum Model 3 - Radiation Survey Meter	\$ 40	per day	\$ 120				\$ -
Metal Detectors	\$ 25	per day	\$ 75				\$ -
Padlocks (American Locks)	\$ 12	each					\$ -
Padlocks (Master Locks)	\$ 15	each					\$ -
Secchi Disk	\$ 5	per day	\$ 15				\$ -
Survey Equipment	\$ 25	per day	\$ 75				\$ -
Survey Measuring Wheel	\$ 5	per day	\$ 15				\$ -
Tape and Popper	\$ 5	per day	\$ 15				\$ -
Versalume - UV Light	\$ 30	per day	\$ 90				\$ -
OTHER ITEMS							

TOTAL		\$ -
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SIGNATURE: _____

DATE: _____

APPROVED BY: _____

DATE: _____

CLAY COUNTY INVOICES BILLING INFORMATION

CLAY COUNTY BILLING:

3rd Party ODC's = 1.10
In-House ODC's = 1.00

Check each new project to make sure this does
not change.

CLAY COUNTY HAS CLIENT-SPECIFIC LABOR BILLING RATES.

IN-HOUSE ODC'S are billed at 1.00 and they include:

- *CADD/Computer Costs (@\$12.50/hour)
- *In-House Equipment Rentals
- *Reproduction (Copies - see rate below)
- GIS Time (@\$5.00/hour)

3RD PARTY ODC'S are billed at 1.10 and they include:

- *Subcontractors: i.e., Pace Analytical Services, Inc., AEL Labs, Others.
- *Freight and Courier: (Shipping), i.e., Greyhound, UPS, FedEx, Courier Service.
- *Field Supplies: i.e., ice, water, etc.
- *Outside Vendor Equipment Rentals
- *Copy Reproduction Services.
- *Permit (FDEP)

NO TRAVEL RELATED ITEMS ARE BILLABLE, EXCEPT FIELD SUPPLIES. (i.e., no mileage, meals, hotels, etc.)

CLIENT PAYS: \$.15/PAGE FOR COLOR & B/W COPIES. (8-1/2 x 11 or 11 x 17)

**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]: Client pays: \$.15/page for color & B/W copies (8-1/2 x 11 Or 11 x 17)

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

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

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

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

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

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

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

- (a) Keep and maintain public records required by the County to perform the services required under the Agreement;
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- (d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

- (a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- (b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

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

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 269-6352, Ann.Mitchell@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

[The remainder of this page is intentionally blank.]

ATTEST FOR CLAY COUNTY:

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

(Corporate Seal)

County:

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

By: _____
Wayne Bolla
Its Chairman

Contractor Name: _____

By: _____

Printed Name: _____

Title: _____

Scrutinized Companies Certification

[Clay County: Addendum 38]
INSERT PROJECT NAME

Name of Company:¹ Jones Edmunds & Associates, Inc.

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

Insert Name of Company:

Jones Edmunds & Associates, Inc.



By: Kenneth S. Vogel

Kenneth S. Vogel, PE

Its Senior Vice President & Managing Director

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.



June 30, 2016

Alan Altman
Clay County Environmental Services Director
Division of Solid Waste Management
3545 Rosemary Hill Road
Green Cove Springs, FL 32043

RE: Clay County Landfills – Addendum 38
FDEP Permit Compliance – Cost Savings to Clay County
Jones Edmunds Project No.: 95240-472-15

Dear Mr. Altman:

Since Jones Edmunds & Associates, Inc. began working on Florida Department of Environmental Protection (FDEP) landfill permit compliance projects for Clay County in 1992, we have continually endeavored to conserve the County's financial resources. Working with you and the FDEP, we have sought, developed, and implemented cost-saving measures for the County without sacrificing environmental compliance at the landfills. Some of our noteworthy cost-saving examples including the following:

1. Streamlining the Monitoring Programs – Jones Edmunds negotiated with FDEP to streamline the monitoring programs at all nine closed landfills including:
 - Reducing the number of monitoring wells sampled.
 - Reducing the sampling frequency from quarterly to semiannual.
 - Reducing the number of parameters to be analyzed by the laboratory.

These historical reductions resulted in significant annual costs savings that will accumulate over many years of the long-term-care periods of the closed landfills. **Cost Savings: Approximately \$143,000 per year.**

2. Negotiating Alternatives to Corrective Actions – Jones Edmunds provided technical evaluations of groundwater data to demonstrate to FDEP that corrective actions (contamination assessments) were not necessary at the Keystone Heights Landfill, Long Bay Landfill, and the Rosemary Hill Solid Waste Management Facility. **Cost Savings: Approximately \$150,000.**

3. Extending the Permit Periods to 10 Years – Jones Edmunds negotiated with FDEP to renew the closed landfill permits for 10-year instead of the 5-year periods as previously required by FDEP. Several years ago, Jones Edmunds worked with FDEP to modify its rules to allow 10-year permits. By extending the life of the permits, we reduced the permit application costs and associated permit renewal sampling costs. **Cost Savings: Approximately \$120,000 every 10 years.**
4. Contractor Bid Review – Several years ago, Jones Edmunds worked with you to obtain competitive prices from several contractors to close the Rosemary Hill Class I Landfill. A contractor submitted a price that was significantly lower than the expected closure cost. **Cost Savings: Approximately \$800,000.**
5. Rosemary Hill Solid Waste Management Facility Permit Consolidation – Jones Edmunds submitted documentation to FDEP to combine the four individual permits at the Rosemary Hill Solid Waste Management Facility into one permit. As a result, FDEP issued a single permit in 2006. This permit consolidation will result in significant savings during the long-term-care periods of these landfills including:
 - Reducing the number of monitoring wells sampled and the number of monitoring reports compiled and submitted to FDEP. **Cost Savings: Approximately \$40,000 per year.**
 - Reducing the number of biennial technical summary reports. **Cost Savings: Approximately \$20,000 every 2 years.**
 - Reducing the number of permit renewal applications. **Cost Savings: Approximately \$120,000 during the next permit renewal cycle.**
6. Within the past few years, Jones Edmunds has worked with Clay County and FDEP to further reduce monitoring requirements as these landfills progress through the long-term-care period including:
 - FDEP issued an early release from long-term-care for the Long Bay Landfill in 2013. **Cost Savings: Approximately \$17,000 in monitoring costs.**
 - Landfill gas monitoring and groundwater monitoring reductions were implemented in 2013 for the Camp Blanding Landfill, Doctors Inlet Landfill, and the Rosemary Hill Solid Waste Management Facility. This was a joint effort of Jones Edmunds, the County, and FDEP. **Cost Savings: Approximately \$15,000 in monitoring costs annually.**
 - Monitoring reductions were also implemented for the Keystone Heights Landfill in 2013. Jones Edmunds then prepared the Keystone Heights Landfill permit


renewal application and requested continued monitoring reductions. **Cost Savings: Approximately \$13,500 annually.**

- Jones Edmunds requested waivers for the recurring Technical Summary Reports due in 2013 and 2014 to conform with the reduced submittal requirements of the solid waste rule for the Camp Blanding Landfill, Doctors Inlet Landfill, and Rosemary Hill Solid Waste Management Facility. **Cost Savings: Approximately \$19,000 in reporting costs.**
- Additional FDEP regulation changes eliminated the extensive Appendix II parameter list analysis at permit renewal for all landfills and leachate sampling and analysis for the Rosemary Hill Solid Waste Management Facility. These regulatory changes resulted in significant savings for the County.
- During 2016, we worked with FDEP to end long-term-care monitoring and solid-waste permitting at the Camp Blanding Landfill. The County will not have to expend any further funds for landfill gas, groundwater, surface water monitoring, or contamination assessment at this site. **Cost Savings: Approximately \$27,000 annually.**
- During 2016, we worked with FDEP to end long-term-care monitoring and solid-waste permitting at the Doctors Inlet Landfill. The County will not have to expend any further funds for landfill gas or groundwater monitoring at this site. **Cost Savings: Approximately \$11,000 annually.**
- In June 2016, we submitted a permit-renewal application for the Rosemary Hill Solid Waste Management Facility that requested further monitoring reductions. This will result in additional cost savings for the County.
- We provide Clay County with subcontract analytical laboratory services as part of the compliance services. We periodically request qualifications and price quotes from subcontract laboratories. The County has benefited from this process and continues to receive high-quality, cost-effective laboratory services.

Our projects are routinely completed under the budgeted amount, which makes funds available for other County solid-waste projects. We continually strive to perform our work efficiently and cost-effectively.

We appreciate the opportunity to serve to you and the County.

Sincerely,



Timothy G. Cully
Project Manager



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 2 3:00 PM

TO: Board of County Commissioners

DATE: 4/26/2017

FROM: Jennifer Bethelmy

SUBJECT: Approval to reclassify the part-time Secretary position which currently exist in the Facilities & Maintenance Department to part-time Education and Volunteer Coordinator. (J. Bethelmy)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This position will develop programs for a variety of groups, including schools, youth groups and other clubs as well as coordinate the efforts of volunteers who deliver environmental education programs at Camp Chowenwaw. This position will also provide coverage as the occasional campground host for reservations, check-ins periodically on weekends and holidays.

Is Funding Required (Yes/No):

No

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

Yes

Funding Source: Not Applicable

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

- ▢ [Position Description](#)
- ▢ [Org Chart](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Human Resources	Bethelmy, Jennifer	Approved	4/26/2017 - 12:15 PM	
County Manager	Kopelousos, Stephanie	Approved	4/26/2017 - 9:56 PM	

**CLAY COUNTY
BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION**

JOB TITLE: Education and Volunteer Coordinator

EXEMPT: No

SALARY LEVEL:

DIVISION: Parks and Recreation

DEPARTMENT: Facilities Maintenance and Operations

REPORTS TO: Park Ranger

GENERAL DESCRIPTION OF DUTIES: Under general supervision of the Park Ranger, this position develops and implements educational programs and displays related to natural and cultural resources at Camp Chowenwaw Park, on a part-time basis. This position maintains teaching collections of natural resource specimens and historic artifacts. This position also serves as the park volunteer coordinator, and takes a substantial role in planning and promoting special events. Supervises park volunteers.

ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE THE FOLLOWING: (other duties, may be assigned)

Plans and conducts environmental education programs for a variety of groups as well as the general public. Client groups include school field trips, youth groups such as Girl Scouts and Boy Scouts; adult groups such as garden clubs, senior citizen organizations, or outdoor clubs; and the general public.

Serves as instructor for science field labs conducted by the Clay County School District at the park.

Coordinates special event planning and promotion.

Designs and installs interpretive materials such as signs, kiosks, native plant landscaping, and interactive exhibits for the Nature Center and History Museum using a variety of electronic and physical methods and materials.

Develops, curates, and maintains collections of natural and cultural objects, photographs, and other images for teaching and display purposes, including coordinating any necessary permitting or copyright-related permissions.

Coordinates with outside agencies to assist with educational programs and special events.

Recruits, screens, trains, schedules and supervises volunteers who teach environmental education programs, serve as hosts at the Nature Center and History Museum, and assist with special events.

Recruits, trains, schedules and supervises volunteers for park projects such as installing and maintaining landscaped areas, invasive plant removal, and other land and grounds management activities.

Maintains accurate records of participants, volunteers, materials and supplies.

Maintains all educational equipment, supplies, and materials in good working condition.

Prepares reports of educational activities and special events.

Inspects educational facilities and corrects or reports safety concerns and needed maintenance to the appropriate authorities.

Serves as occasional campground host for reservations, check-ins, and post-rental site inspections, up to one weekend per month and up to 3 holidays per year.

Interprets park rules and policies to the public in a professional and courteous manner.

May occasionally perform or assist with custodial and minor maintenance tasks.

May attend workshops, conferences, meetings or other training activities and read professional references to stay current in the field.

In the event of a disaster or other emergency, may assist with emergency operations according to the Clay County emergency management plans and procedures.

This position requires a flexible work schedule and may require working a varying schedule, including evenings, weekends and holidays.

Performs other duties as assigned.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative, of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of Florida's history and archaeology.

Knowledge of professional environmental education and nature interpretation principles and methods.

Ability to plan and design programs of interest to a wide variety of audiences.

Must have good design skills to prepare attractive and informative brochures, signs, presentations and exhibits.

Ability to maintain effective working relationship with persons of all ages and provide good customer service.

Ability to train, direct, and supervise volunteers.

Ability to maintain composure while handling a variety of duties, deadlines, and concerns or complaints from the public.

Must be able to communicate effectively both orally and in writing in formal and informal settings.

Requires knowledge of modern office practices and procedures, including word processing, spreadsheets, and database applications.

EDUCATION AND/ OR EXPERIENCE: Candidate must possess a High School Diploma or GED equivalent. A Bachelor's Degree in a natural resource field from an accredited college or university is preferred.

A minimum of two years of experience as a park naturalist or environmental educator is preferred. A graduate degree may substitute for up to one year of experience.

The preferred candidate will be able to demonstrate progressive responsibilities and experience working with the public in an outdoor environment.

Professional knowledge of Florida's ecosystems is required.

A valid Florida driver's license with a clean driving record is required.

Must be able to satisfactorily pass DCF (Florida Department of Children and Families) screening process and security background check.

Must have a current certification or be able to obtain certification in First Aid/CPR/AED within three months of hiring.

Any combination of education and experience may be substituted, as long as it provides the desired skills, knowledge and abilities to perform the essential functions of the job.

All requirements are subject to possible modification to reasonably accommodate individuals with disabilities. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

The job description in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job related duties requested by their supervisor.

PHYSICAL QUALIFICATIONS AND ACTIVITIES OF THE POSITION: To perform this job successfully, an individual must possess certain physical abilities and be able to withstand work-related environmental conditions.

A combination of sedentary and active work. Work requires physical strength and agility sufficient to safely perform all essential duties and responsibilities, including the ability to lift, carry, push or pull 50 pounds without assistance, and the ability to walk up to 5 miles per day.

Stooping: Bending body downward and forward by bending spine at the waist.

Kneeling: Bending the body downward and forward by bending leg and spine.

Crouching: Moving about on hands and knees or hands and feet.

Reaching: Extending hand(s) and arm(s) in any direction.

Standing: Particularly for sustained periods of time.

Sitting: Particularly for sustained periods of time.

Walking: Moving about on foot to accomplish tasks, particularly for long distances.

Lifting: Raising objects from a lower to a higher position, or moving objects horizontally from position-to-position.

Dexterity: Picking, pinching, typing or otherwise working, primarily with fingers rather with the whole hand or arm as in handling.

Grasping: Applying pressure to an object with the fingers and palms.

Talking: Expressing or exchanging ideas by means of the spoken word. Those activities in which, they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.

Hearing: Perceiving the nature of sounds with no less than a 40 db loss @ 55 HZ, 1,000 HZ and 2,000 HZ with or without correction. Ability to receive detailed information through oral

communication and to make fine discriminations in sound, such as when making fine adjustments on machined parts.

Repetitive motions: Substantial movements (motions) of the wrists, hands, and/or fingers.

Visual requirement equal to that for clerical administrative whose work deals largely with preparing and analyzing data and figures, accounting, transcription, computer terminal, extensive reading, etc.

May be required to work or attend meetings outside regular business hours, including evenings, weekends, and holidays.

Work requires the performance of tasks outdoors under varying environmental conditions including extreme heat, humidity, cold temperatures, and inclement weather.

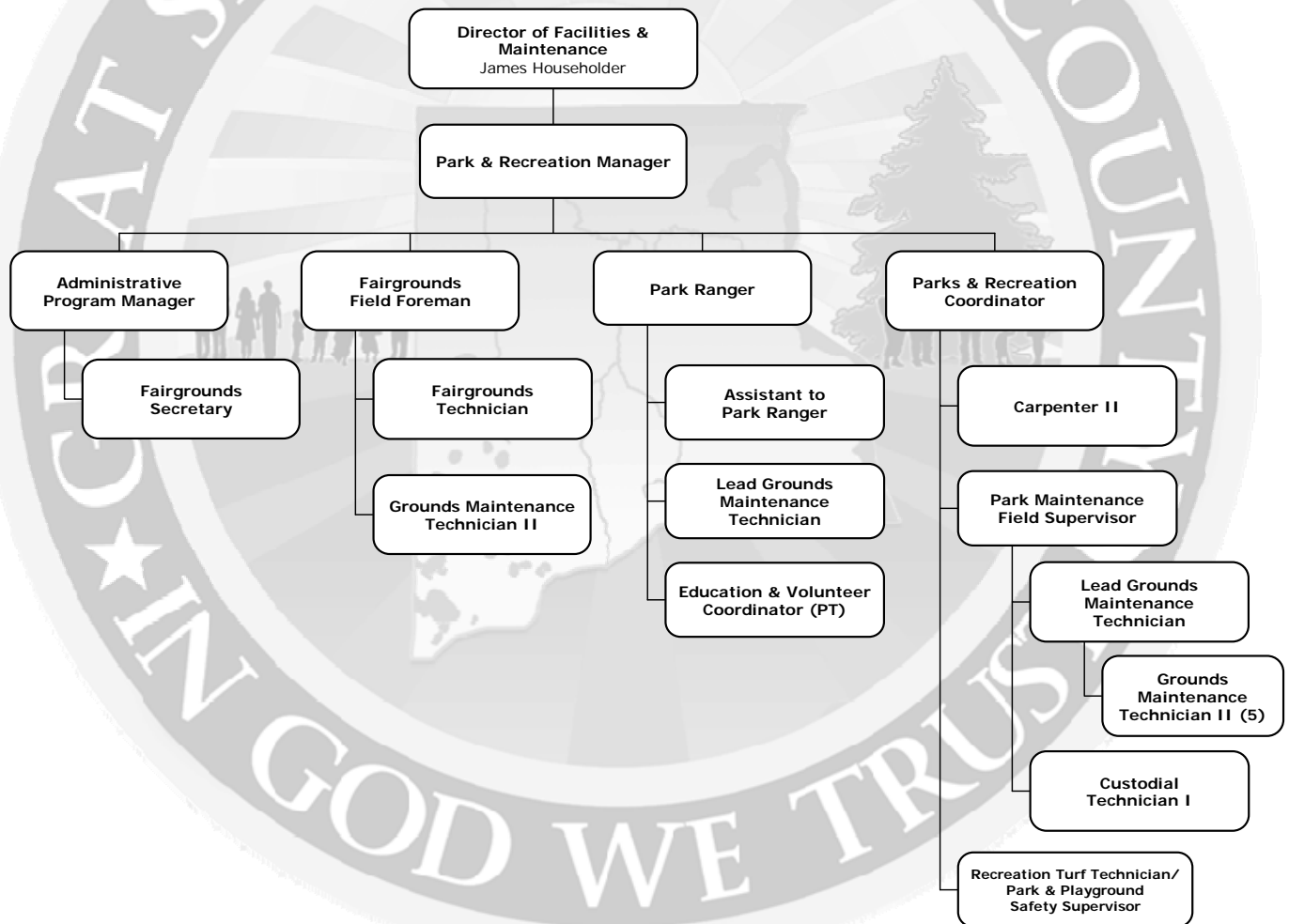
The worker is also subject to indoor environmental conditions with the possibility of minimal discomfort due to dust and noise.

CONCLUSION:

1. All main duties and requirements are essential job functions.
2. All requirements are subject to possible modification to reasonably accommodate individuals with disabilities.
3. Regular attendance is an essential function of this position.

Facilities & Maintenance Department

Parks & Recreation Division





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 2 3:00 PM

TO: Committee

DATE:

FROM: MIS

SUBJECT: Approval of sole source purchase from Replay Systems in the amount of \$208,649.65 for hardware, software and licensing to fully implement a complete recording and backup solution that will integrate the radio recordings with the 911 recorders which is necessary with the implementation of the new radio system. The system will record all radio channels and back up the data to the EOC backup recorder. Further approval of advance payment is requested as a portion of the project will require advance payment. Funding Source: 305-6054-564100 (CIP Fund / 800 MHz Project / M&E-Capitalized) (T. Nagle)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County previously purchased Replay System 911 recorders. With the implementation of the new radio system, it is necessary to purchase hardware, software and licensing to integrate the radio recordings with the 911 recorders as further detailed in the attached memo.

Is Funding Required (Yes/No):

Yes

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

Yes

Funding Source: CIP Fund / 800 MHz / M&E-Capitalized

Account # 305-6054-5641000 Amount - \$208,649.65

Sole Source (Yes/No):

Yes

Advanced Payment (Yes/No):

Yes

ATTACHMENTS:

Description

▯ [memo and sole source](#)

▯ [quote](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	4/26/2017 - 1:15 PM	
County Manager	Kopelousos, Stephanie	Approved	4/26/2017 - 9:58 PM	



MIS Division

To: Finance Committee

From: Troy Nagle, MIS Director/911 Coordinator

Date: April 10, 2017

Re: Replay Add-on for Radio System

We purchased Replay Systems 911 Recorders in Feb of 2016. The purchase was made after careful consideration by the PSAP managers of the county's four PSAPs. The decision was made at the time based on the usability and functionality of the recorders. At the time of purchase it was decided we would continue to use the existing radio recorders and integrate the new radio system once purchased with the Replay Recorders.

Now that the county is implementing the radio system we need to integrate the radio recordings with the 911 recorders. This requires hardware, software and licensing to fully implement a complete recording and backup solution. The total cost of the upgrades to support the radio system is \$208,649.65. This is based on recording all radio channels and backing up the data to the EOC backup recorder. This was planned as part of the recorder and radio projects and has been approved as a CIP eligible expense. In addition, it should be noted that many of the items in the quote are covered under GSA pricing under contract #GS-35F-0742V.

MIS has looked at alternatives such as procuring a new system that has both 911 and radio from another vendor, the pricing was comparable to what is requested above. We also looked at using the existing radio recorders and having them outfitted to be P25 compliant. This was not cost efficient as the current hardware is more than five years old.

We are asking the board to for approval of advanced payment and sole source to Replay Systems.

CLAY COUNTY, FLORIDA

Sole Source Justification

Vendor: REPLAY SYSTEMS

Commodity: RADIO RECORDERS

Estimated annual expenditure for the above commodity or service: \$ 210,000

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

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR THE ONLY STATE OF FLORIDA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. *512* NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

MIS

DEPARTMENT

DIVISION

4/26/17

DATE

[Signature]
DEPARTMENT/DIVISION DIRECTOR

COUNTY MANAGER

(PURCHASING USE ONLY)	SOLE SOURCE AUTHORIZATION
APPROVED BY: _____	DATE: _____
DISAPPROVED BY: _____	DATE: _____
REASON: _____	



VPI Empower 911



Presentation Date: 04/25/2017
Valid Until Date: 07/24/2017

Quote #: 001521
Rev: 04/26/2017 10:29 AM



Contract Holder

Contract # **GS-35F-0742V**

Prepared For:

Company: Clay County Public Safety (FL)
Contact: Troy Nagle
Install Address: 2519 State Road 16 W
Green Cove Springs, FL 32043
Phone: (904) 529-3771
Email: troy.nagle@claycountygov.com

Prepared By:

Company: Replay Systems
Contact: Ryan Hurley
Address: 6555 NW 9th Ave, Ste 105
Fort Lauderdale, FL 33309
Toll-Free: (800) 722-3472
Phone: (954) 821-6870
Email: ryan.hurley@replaysystems.com

OF CHANNELS: 153

OF POSITIONS:

NOTES: Add Motorola P25 integration to Clay County VPI configuration. Dual AIS implementation. Store/Forward P25 recordings to Centralized E-Portal System @ Public Safety Building. 133 Total P25 Talk Groups recorded on redundant systems. Install radio console recording-11 @ SO; 6 @ CCFR; 3 @ GCS; 2 @ OP- for localized search/replay and backup purposes. ***ALL travel/labor fees are included in this total cost. PLEASE NOTE on 50/50 Payment Terms- Replay will collect 50% payment upon issuance of the Motorola API license fee.

****GSA items are identified by a part number beginning with "GSA". All other items are OPEN MARKET. ****

Software				
Quantity	Part Number	Description	List Price	Total Price
155	GSA_VP5-CVRE	VPI CAPTURE ESSENTIAL: Voice Recording License. Per Activated Channel.	\$231.67	\$35,908.85
1	VP5-VPI-P25-M	VPI P25 Interface for Motorola Radio. Supports up to 256 talk groups on a single AIS Server. Includes 10 talk paths.	\$15,750.00	\$15,750.00
133	GSA_VP5-CVR-Redundant	VPI CAPTURE REDUNDANT: Voice Recording License for redundant capture purposes only, per applicable terms. Per activated channel.	\$99.29	\$13,205.57
1	VP5-VPI-P25-M-R	VPI P25 Interface for Motorola Radio - Redundant. Supports up to 256 talk groups on a single AIS Server.	\$9,375.00	\$9,375.00
Subtotal:				\$74,239.42



VPI Empower 911



Presentation Date: 04/25/2017

Quote #: 001521

Valid Until Date: 07/24/2017

Rev: 04/26/2017 10:29 AM

Hardware				
Quantity	Part Number	Description	List Price	Total Price
20	VP5-MC	Motorola P25 Codec. One required for every 32 channels (NON-DISCOUNTABLE)	\$924.00	\$18,480.00
1	VP5-MOTO-P25-1	Motorola P25 API for first AIS Server	\$87,000.00	\$87,000.00
1	VP5-MOTO-P25-ADDL	Motorola P25 API for each additional AIS Server	\$15,960.00	\$15,960.00
2	RPL-SVR-4URM001-11	4U Rack Mount: Intel Xeon Quad Core 2.5Ghz CPU, 16GB Ram DDR3-12800, Hot swap 500GB 7200 RPM RAID 1, 3 PCI-E Slots Windows Server 2012 STND R2 64 Bit, Redundant 920w hot swap power, 1 DVD/RAM multi-drive	\$4,500.00	\$9,000.00
1	GSA_VP-Analog-16	VPI - 16 Port Analog Interface Card.	\$2,382.94	\$2,382.94
1	GSA_VP-Analog-8	VPI - 8 Port Analog Interface Card.	\$1,250.31	\$1,250.31
Subtotal:				\$134,073.25

Services				
Quantity	Part Number	Description	List Price	Total Price
6	GSA_RPL-INSTALL-ONSITE	Replay Systems onsite installation services per day plus travel expenses	\$1,722.83	\$10,336.98
Subtotal:				\$10,336.98

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Subtotal (including additional services):	\$218,649.65
Installation Fee:	\$0.00
Discount:	\$10,000.00
Grand Total:	\$208,649.65



VPI Empower 911



Presentation Date: 04/25/2017

Valid Until Date: 07/24/2017

Payment Terms: Net ~~30~~⁴⁵

Quote #: 001521

Rev: 04/26/2017 10:29 AM

Customer Signature: _____

Print Name: _____ Title _____

Date: _____

PO Number: _____

Unless otherwise agreed, Payment Terms are NET ~~30~~⁴⁵ upon delivery.

Please read the attached "Installation Assumptions". These conditions apply to any purchase.

Prepaid Performance Plans include one year of warranty plus two, three, or four additional years of prepaid support respectively.

***GSA Only:** Signature acceptance is required, and constitutes acknowledgement of any "Open Market" items listed above in the quote.



Presentation Date: 04/25/2017

Valid Until Date: 07/24/2017

Quote #: 001521

Rev: 04/26/2017 10:29 AM

Installation Assumptions

Replay Systems

The following assumptions were made in generating your installation & configuration pricing:

1. Customer is responsible for all data network infrastructure not purchased from Replay including switches, hubs, bridges, routers, external caching devices and cabling.
2. Customer is to provide prior to installation:
 - a. An accurate and complete document containing channel and/or position mappings for channel name, extension number, agent login, channel type (phone or radio), workstation IP address, computer name, and operating system. For VOIP systems: Complete list of all IP addresses and MAC addresses of all devices to be recorded. Setup of the SPAN port and any configuration to VoIP call manager is also responsibility of the customer.
 - b. LAN/WAN that supports TCP/IP protocol with static IP addresses for each recording appliance and server.
 - c. Sufficient space for the units and/or cabinets as well as sufficient entryway clearance for all system components. Temperatures are not to exceed 75 degrees in equipment room.
 - d. Sufficient power to the purchased recording system (including cabling and outlets) and UPS unless ordered with the system. Systems with two power supplies should be on two separate circuits.
 - e. A demarcation point, to include all required PBX, Radio and Network signals and associated hardware, to an easily accessible point within 15 feet of system. The Customer will clearly identify all cables with information indicating signal source and/or network connection and confirm they are fully operational.
 - f. A person to act as Project Manager to assist with the implementation and acceptance of the system above. Also must have administrator login credentials to load applications on desktops and to add recorder to domain, if required.
 - g. Customer agrees to allow remote system access via customer provided VPN, or our remote access software application for remote system diagnostics.
 - h. Any and all servers and workstations required but not ordered above.
 - i. Sufficient facilities to conduct all required training.
3. Replay is NOT responsible for any aspect of Union or other labor negotiations, procurement, contracting, use or payment.
4. Hours for implementation (and training) will be 8:00AM - 5:00PM Local Time Monday through Friday, excluding Replay and Customer holidays.
5. Unless otherwise noted above, standard installation covers the loading of workstation software on up to 4 customer supplied PCs. Additional PC installs will be completed under Time and Materials charges, minimum \$150 per PC, unless agreed upon prior to installation.
6. Additional system's components if required, such as Beep tone generators, D to A converters, etc. will be invoiced separately.
7. With regard to Digital phone systems, it is assumed that all phones are two wire unless otherwise specified. Four wire phones will require double channel count for recording and purchase of additional hardware and licenses.
8. Caller ID is only captured if available from the customer's phone system, as connected.
9. Replay resolves to work toward giving your Equipment availability approaching 100%. To do this, Replay will require remote access to the recorder, but always with prior knowledge, approval, and cooperation of Purchaser. If remote access is not permitted additional charges for warranty service will apply.
10. Unless otherwise agreed between both parties, warranty begins upon determination that all system channels are successfully recording and can be accessed through the recorder server or a network-connected workstation.
11. The system warranty will begin 10 days after delivery, unless otherwise agreed to by both parties.
12. Should installation be delayed more than 30 days at the customer's request, customer agrees to pay Replay the full amount of the invoice net 10 days after delivery.
13. Replay Systems sign off sheet reflects physical installation, network connectivity and recording of channels. Any additional configuration changes or additions outside the original SOW should not delay installation, acceptance.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 2 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	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	4/25/2017 - 4:14 PM	Item Pushed to Agenda

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
COUNTY PARK PLAN		1. Working through follow-up list 2. Outline on cost for Bike designation			
OAKLEAF PARKING LOT		1. CIP update 2. Award Bid and Approve Contract	1. Committee 4/18/17; BCC 4/25/17 2. Committee 5/2/17; BCC 5/9/17		
MOODY PARK DISABLED BASEBALL FIELD		1. Construction is underway 2. Rubber ADA surfacing complete 3. Pavilion Complete 4. Project Completion	2. June 9, 2017 3. July 20, 2017 4. July 31, 2017		Pouring concrete on Ball Field for rubber surface.
FLEMING ISLAND MULTIPURPOSE FIELDS	Leased property next to school	1. Bid Advertisement 2. Bids Due 3. Bids Open 4. Bid rec on F&A Meeting 5. Bid rec on BCC Agenda 6. Construct to F&A 7. BCC approval of contract	1. May 4 2. June 5 3. June 6 4. June 20 5. June 27 6. July 3 7. July 11		On Track with Schedule
FAIRGROUNDS DRAINAGE PROJECT		Still repairing leaks before final closeout---May 8th should be complete			
FERAL CAT VOLUNTEER PROGRAM		Workshop scheduled for May 2			
SURPLUS PROPERTY REPORT		1. Select the next five parcels to be placed on Gov Deals. 2. Inspections of next five parcels 3. Two notices in the paper 4. Auction closes out	1. April 7, 2017 2. April 11, 2017 3. April 20 and April 27, 2017 4. May 11		
BCC APPOINTMENTS		Provide list to Commissioners	Monthly		
IMPACT FEE STUDY		Meeting on preliminary report May 10			
BRANDING		Completion	end of June		

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
800 MEGA HERTZ SYSTEM		Microwave Dishes, Wave and Racks installed on all 6 towers 4 Land Mobile Radio channels of the System installed at all 6 sites Field Acceptance testing will begin on May 8 RF System Optimizations Completed Initial Dispatch Console installation complete at all 4 dispatch centers User Fleetmap and code plug configurations near signoff completion Field Acceptance Testing will begin on May 8			
STATION 11 REPLACEMENT		Architect in the process of obtaining DOT driveway permit for access onto SR 21			addressed landscape issues
GUN RANGE		1. Removal of Waste is being scheduled (contractor on site this week) 2. Had meeting with FWC- working on a site plan with them to continue to investigate the possibility of a partnership with the State. 3. Secure funding for clean up of the rest of the facility 4. Set up meeting with Camp Blanding to evaluate the possibility of them helping with the construction of the roads within the system.			
CHALLENGER ROAD		Still awaiting permit from the Corps of Engineers Ad to paper 5/26/17 Advertise 6/1/17 & 6/8/17 Pre-Bid Meeting 6/22/17 Questions Due 6/27/17 Due 7/10/17 Open 7/11/17			
SANDRIDGE BOX CULVERT		1. Designer Wantman Group - they will be evaluating the most effective Structure to be completed March 10. They will at this point have survey, geotech and hydrolic modeling completed. 2. Final Plans 3. Bid Documents to Purchasing	1. March 10, 2017 2. November 11, 2017 3. February 15, 2018		

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
PAVING PROJECTS		Phase 1: Backwoods Lane, Bull Creek Rd, buckhead Rd, Gobbler Rd, Indigo Circle, Myrtle Loop Phase 2: Main Street, Merganzer Trail Phase 3: Malibu Circle, Carmel court, Solar Circle, Big Sur Avenue Phase 4: Doshire Drive, Feit Court, Dostie Circle, Dennis Drive, Gordon Street Phase 5: Clemont Avenue S, Parkwood Drive Phase 6: East-West Parkway, County Road 219	First 5 phases to be complete by first week in June. Completed Buckhead Rd and Backwoods Lane Bull Creek Rd and Gobbler will be done Friday and Monday Myrtle Loop and Indigo Circle will be done on Tuesday and Wednesday		
220 RAILROAD CROSSING		Changed to June: after school is out			
CR 220 Widening from Knight Box to Henley		1. PD&E 2. 60% plans 3. 90% plans 4. 100 Plans Complete 5. LET Date (BIDs opened)	1. FDOT working on PD&E 7/17/17 2. 2/9/18 3. 6/4/18 4. 8/14/18 5. 5/26/21		Notice to Proceed on utility work, survey and geotech - 12/28/17
CR 218		1. LET Date (BIDs opened) 2. Construction begins	1. 2/22/17 2. 5/18/2017		
State Appropriations Requests		1. Training Center - \$1 million (Final) 2. CR 220 - \$2.75 M (Final) 3. SWEAT program - \$250,000 (Final) 2. Camp Chow - \$952,835 in Senate budget (Still not completed) 3. SWEAT program - \$250,000 (Final) 4. Keystone Lake Issues - \$20 million 5. Clay County Fire Station \$700,000 6. Fairgrounds (I think goes to Fair Association) \$200,000			
Legislative Issues		1. Homestead Exemption passed 2. Senator Bradleys St. Johns River/Keystone Heights Water Legislation - focus is the funding 3. Medical Marijuana - Still going back from Senate to House 4. Workers Comp Bills ---suppose to be heard on Senate today			

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
Keystone Heights Water Project		1. No additional follow up at the point. Waiting on funding			
COUNTY VEHICLE MILEAGE REPORT	Submitted Quarterly	May 16 next report will be provided			
GAS TAX		Meeting with Municipalities on Interlocal Agreement			
PURCHASE PROPERTY WITH CAMP BLANDING		1. Draft closing documents have been submitted to the staff for review. 2. BCC voted on Closing Documents	2. 7.26.16		COMPLETED
TYNES EXTENSION	Agreement with developer	1. Drafts between developer and county 2. Final Draft to come to BCC	1. May-June 2. July 26, 2016		COMPLETED
BLIGHT ORDINANCE		1. BCC Discussion of Ordinance	1. August 23 BCC Mtg		COMPLETED
1 CENT EXTENSION		1. Voted by BCC to put on agenda 2. Set up town hall meetings around county 3. Interlocal agreements with the municipalities and school districts	1. June 14 2. OP-8/8 GCS-7/28 KSH-7/25 Oakleaf-8/2 Middleburg-8/4 OP-8/8	Vote August 30	COMPLETED
WELLS ROAD RAILROAD CROSSING		Completed January 27,2017			COMPLETED

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
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