



FINANCE AND AUDIT COMMITTEE MEETING MINUTES

August 15, 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.

No public comments occurred.

Chairman Cella closed the public comment period.

1. Additional Funding for Juvenile Justice Program

Approval of budget transfer into the Juvenile Detention account in the amount of \$1,672.00. In accordance with Chapter 2016-152, the State has sent their annual adjustment in the Cost Share Program increasing the County's allocated portion. Funding Source: 001-9900-599100 (General Fund Contingency) (C. Meng)

After discussion, Commissioner Gavin Rollins moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the August 22nd Consent Agenda.

2. Fiscal Year 2017/2018 Insurance Recommendations

Approval of the County's Agent of Record (Brown & Brown) recommendations for the procurement of insurance for the fiscal year 2017/2018, for a one year term, in the amount of \$939,784.00. Funding Sources: 001-0105-545000 & 524000 (General Fund / Risk Management/Safety / Insurance & Worker's Compensation) (C. Meng)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gavin Rollins, and Carried 2 - 0, to pull for full Board discussion at the August 22nd BCC meeting.

3. Employee Benefits Insurance

Accept the County's Agent of Record recommendations for employee benefits insurance as follows:

- Renew the stop loss coverage with Florida Blue
- Renew dental insurance with Metlife

- Renew vision insurance with Advantica

Funding Sources: Various-523000 Health Insurance, Various-523200 Dental Insurance (C. Meng)

After discussion, Commissioner Gavin Rollins moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the August 22nd Consent Agenda.

4. TDC Event Marketing Out of Cycle Grant - Penney Farms 90th Anniversary
The Tourist Development Council recommends approval for an out of cycle Event Marketing Grant in the amount of \$1,200.00 to the Town of Penney Farms. They will be celebrating the 90th anniversary of the town September 9, 2017 and hope to make this event an annual celebration. The theme is "Old Fashioned Farm Day." They plan to display old farm equipment, showcase exhibits of old-time crafters, and feature demonstrations of blacksmiths and other specialists rarely seen today. There will be live music and entertainment including story-telling and contests. Food trucks will have refreshments available for purchase. Funding Source: 109-1910-548000 (Tourist Dev Fund - Tourism - Promotional Activities) (K. Morgan)

After discussion, Commissioner Gavin Rollins moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the August 22nd Consent Agenda.

5. RFP #16/17-25, Clay County Tourism Digital Marketing & Content Storytelling

Approval to reject responses received for Bid #16/17-25, Clay County Tourism Digital Marketing & Content Storytelling. Also request approval to revise specifications and rebid with more direction regarding budget and confidential proprietary media plan. (K. Morgan)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gavin Rollins, and Carried 2 - 0, pulled to go back to the Tourist Development Council (TDC) for consideration.

6. Bid #16/17-36, SHIP Rehabilitation Project - St Johns Avenue
Approval to post notice of intent and award Bid #16/17-36, SHIP Rehabilitation Project - St Johns Avenue, to Denmark Builders in the amount of \$28,278.00. Approval will be effective after 72 hour bid protest period has expired assuming no protest are received. Funding Source: 116-0110-549800 (SHIP Program Fund / SHIP Program Activities / Program Services) (H. Coyle)

After discussion, Commissioner Gavin Rollins moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the August 22nd Consent Agenda.

7. Bid #16/17-24, Building Department Numbering and Queuing System
Approval to reject bids received for Bid #16/17-24, Building Department Numbering and Queuing System. Staff will reevaluate the project and determine next steps. (T. Nagle)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gavin Rollins, and Carried 2 - 0, approval to go before the Board on the August 22nd Consent Agenda.

8. Agreement with Idatix Corporation d/b/a DOCUPhase
Approval of the Agreement with Idatix Corporation, d/b/a DOCUPhase, along with sole source designation and advance payment, for FY 17/18 ISynergy maintenance, for a term of one year, at the cost of \$13,298.00. Funding Source: 001-0107-546100 (General Fund / MIS / Repairs & Maintenance) (T. Nagle)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gavin Rollins, and Carried 2 - 0, approval to go before the Board on the August 22nd Consent Agenda.

9. Second Amendment and Modification to Professional Service Agreement with Tidal Basin related to Hurricane Matthew Disaster Recovery Technical Assistance

Approval of Second Amendment and Modification to Professional Service Agreement No. 2016/2017-32 with Tidal Basin related to Hurricane Matthew Disaster Recovery Technical Assistance. This Amendment provides for additional services not to exceed \$25,000 and extends the term to Dec. 31, 2017. Funding Source: 001-2116-531000 (General Fund - Disaster Recovery - Professional Services) (L. Mock)

After discussion, Commissioner Gavin Rollins moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the August 22nd Consent Agenda.

10. Bid #16/17-30, Temporary Labor Services
Approval to post notice of intent and award Bid #16/17-30, Temporary Labor Services to Coherent Staffing Solutions, LLC as needed at the proposed hourly rates, for a two year term. Approval will be effective after 72 hour bid protest period has expired assuming no protest are received. Funding Sources: 401-3802-534600 (Solid Waste Fund / Environmental Services / Temp Labor-Bill-Coll-Mgmt); 001-2801-534600 (General Fund / Animal Care & Control / Temp Labor-Bill-Coll-Mgmt); 001-3201-534600 (General Fund / Parks & Recreation / Temp Labor-Bill-Coll-Mgmt); 001-1202-534600 (General Fund / Building & Custodial Services / Temp Labor-Bill-Coll-Mgmt) (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 August 22nd Consent Agenda.

11. County Deed - In favor of the Florida Department of Transportation-First Coast Expressway

Approval of a County Deed to the Florida Department of Transportation, Parcel 192.1 located within the County right-of-way, regarding the design of the southerly portion of the First Coast Expressway through Clay County. Funding Source: Not Applicable (D. Smith)

After discussion, Commissioner Gavin Rollins moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the August 22nd Consent Agenda.

12. Reorganization within the Engineering and Public Works Department

Approval of reorganization of divisional units within the Engineering and Public Works Department. (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 August 22nd Consent Agenda.

13. Unclaimed Decedent Disposition Services Agreement with Eternity Funeral Home and Crematory of Jacksonville, LLC

Approval of Unclaimed Decedent Disposition Services Agreement with Eternity Funeral Home and Crematory of Jacksonville, LLC, at a rate of \$1,025.00 per case. Funding Source: 001-2504-534400 (General Fund - Public Assistant Services - Burial of Paupers) (K. Thomas)

After discussion, Commissioner Gavin Rollins moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the August 22nd Consent Agenda.

14. First Renewal of Agreement with Bhide & Hall Architects

Approval of First Renewal of Contract #14/15-153 for Professional Architectural Continuing Services with Bhide & Hall Architects for a period of one year. Funding Source: Various Departments (General Fund - Professional Services) (James Householder)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gavin Rollins, and Carried 2 - 0, approval to go before the Board on the August 22nd Consent Agenda.

15. First Renewal of Agreement with Dasher Hurst Architects

Approval of First Renewal of Contract #14/15-154 for Professional Architectural Continuing Services with Dasher Hurst Architects for a period of

one year. Funding Source: Various Departments (General Fund - Professional Services) (James Householder)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gavin Rollins, and Carried 2 - 0, approval to go before the Board on the August 22nd Consent Agenda.

16. Cooperative Agreement for the Black Creek Water Resource Development Project

Cooperative Agreement between Clay County and the St Johns River Water Management District which will provide for a perpetual easement on County property at SR16W and South prong of Black Creek. Also provides provisions requiring the District to construct a recreational amenity (kayak launch) as part of the project. The County will be responsible for maintaining the kayak launch site after construction.

Approval of this agreement is contingent on the review and approval of the departmental review process.

After discussion, Commissioner Gavin Rollins moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the August 22nd Consent Agenda.

COUNTY MANAGER/CLERK OF THE BOARD

17. County Project Update

Update on County projects.

County Manager Kopelousos presented an update on County projects. Discussion took place on some of these items.

Following the update, Chairman Cella mentioned the Commission would keep residents affected by the sewer line repair by Clay County Utility Authority (CCUA) on County Road 220 as informed about progress as possible.

There being no further business, the meeting was adjourned at 4:01 P.M.

Attest:

Committee Chairman

Recording Secretary



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Finance & Audit Committee

DATE: 8/1/2017

FROM: Clayton Meng

SUBJECT: Approval of budget transfer into the Juvenile Detention account in the amount of \$1,672.00. In accordance with Chapter 2016-152, the State has sent their annual adjustment in the Cost Share Program increasing the County's allocated portion. Funding Source: 001-9900-599100 (General Fund Contingency) (C. Meng)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

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

Funding Sources:

Account 001-0833-531000 Juvenile Detention Professional Services Amount \$1,672.00
Account 001-9900-599100 General Fund Reserve-Contingency Amount (\$1,672.00)

Sole Source (Yes/No):
No

Advanced Payment (Yes/No):
No

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|----------------|-----------------------|----------|---------------------|----------|
| Finance | Meng, Clayton | Approved | 8/1/2017 - 4:11 PM | |
| Finance | Meng, Clayton | Approved | 8/1/2017 - 4:11 PM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 8:37 AM | |



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Finance & Audit Committee

DATE: 8/8/2017

FROM: Clayton Meng

SUBJECT: Approval of the County's Agent of Record (Brown & Brown) recommendations for the procurement of insurance for the fiscal year 2017/2018, for a one year term, in the amount of \$939,784.00. Funding Sources: 001-0105-545000 & 524000 (General Fund / Risk Management/Safety / Insurance & Worker's Compensation) (C. Meng)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County's agent of record has evaluated our insurance needs for property, casualty and worker's compensation insurance. Negotiations were held with our current carriers and evaluations were done on other competitive carriers.

Is Funding Required (Yes/No):

Yes

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

Yes

Funding Sources: General Fund / Risk Management/Safety / Insurance & Worker's Compensation

Account # 001-0105-545000 Amount - \$733,986

Account # 001-0105-524000 Amount - \$205,798

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

▯ [Memo and documentation](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|----------------|-----------------------|----------|---------------------|----------|
| Finance | Meng, Clayton | Approved | 8/8/2017 - 2:16 PM | |
| Finance | Meng, Clayton | Approved | 8/8/2017 - 2:16 PM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 8:41 AM | |



CLAY COUNTY FLORIDA

Risk Management

Mailing Address:

P.O. Box 1366
Green Cove Springs, FL
32043

Physical Address:

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

Area code: 904
Phone: 529-4718
278-4718
Fax: 278-3611

County Manager

Stephanie C. Kopelousos

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Diane Hutchings
District 3

Gavin Rollins
District 4

Gayward Hendry
District 5

Switchboard:

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

www.claycountygov.com

MEMORANDUM

TO: Finance and Audit Committee

FROM: Clayton Meng, Finance Director

DATE: August 15, 2016

RE: Insurance Renewals

REQUESTED ACTION: Request approval of the County's Agent of Record (Brown & Brown) recommendations for the procurement of insurance for fiscal year 17/18.

Background: The County's agent of record has evaluated our insurance needs for property, casualty and workers' compensation insurance. Negotiations were held with our current carriers and evaluations were done on other competitive carriers.

Agreement Term: One year

Cost: \$939,784

Funding Source: 001-0105-545000
001-0105-524000

Staff Review Comments: None

Advance Payment Required: Not applicable

Sole Source: Not applicable



August 7, 2017

James Taylor
Risk Manager
Clay County BOCC
PO Box 988
Green Cove Springs, FL 32043

Dear Mr. Taylor,

This year's process for the County's property, casualty and workers' compensation insurance renewal included negotiation with the County's current carriers as well as evaluation of all other competitive and emerging carriers. We engage in evaluation of rates offered by alternative markets as well as comparing the available coverage terms. We also research the rates and premiums of other similar counties and cities in Florida to ensure that we are presenting the County with the most competitive rates available. A comparison of other Florida self-insurance workers' compensation insurance programs for other public entities is provided for reference.

Please find below a summary for each line of coverage proposed for this year's renewal offering.

Property – The County's current carrier (Preferred) provided a renewal quote with a 2% rate increase and slightly broader coverage. The commercial property market was solicited and indications include rates between 5% and 7% higher with a minimum 3% wind deductible (current deductible is 2%). Benchmarking includes comparison with other surrounding counties including Marion, Columbia, Gilchrist, Baker and Madison Counties. Clay County's rate is between 1% and 35% better when compared to this group. Premium is up slightly due to an increase in values.

Crime – All competitive markets were accessed including F&D, Hartford, and Chubb. Travelers provided the most competitive terms with no reduction in coverage. Travelers has offered to renew the policy with no rate change. All other markets declined interest due to the flat rate offered by the incumbent. Traveler's offered an option of social engineering endorsement for an additional premium of \$175 which is recommended.

General Liability – The County's current carrier (Preferred) provided a competitive renewal premium considering the average annual loss ratio is 76%. All competitive markets were accessed with no other viable offers received.

Benchmarking was conducted to ensure that the County's rate is still among the most competitive and the current market rates are not lower than the County's renewal rate. The current rate of \$2.60 per \$1000 of payroll is still among the lowest in the region.

Automobile Liability and Physical Damage – The current liability rate of \$94 per vehicle is among the most competitive available. The physical damage rate is a very low 19 cents per \$100 of value. All competitive markets were solicited with no viable options received.

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Public Officials' Liability – A full market solicitation was conducted this year with all competitive carriers solicited. The current carrier provided a flat renewal and remained the most competitive option for the County. A lower premium option was received but due to restrictions in the choice of defense counsel this option was rejected.

Cyber Liability - A full market solicitation was conducted in 2015. AIG/ Illinois National was chosen as the most competitive carrier. AIG provided a flat renewal with an option for broader coverage to include system failures of third party vendors.

Workers' Compensation – All competitive markets were solicited and the County's incumbent carrier, Midwest Casualty provided the most efficient terms. Renewal rate is flat which is very competitive considering the County's loss experience.

Storage Tank Liability – The County's carrier, Commerce and Industry, provides nearly all of the fuel storage tank liability coverage in Florida. Their rates and terms have dominated the marketplace for many years. This year's renewal includes a modest 2.76% rate increase. Even with this small increase the rates are still well below the next competitive carrier (XL Insurance Co).

AD&D – All markets were solicited with Ace American as the most competitive insurer. The incumbent carrier AIG quoted \$33,495. Ace American provided slightly better coverage at an annual of 19,756.

In conclusion, I am confident that the terms and conditions offered at renewal are the most competitive available in the market today. All of the expiring carriers were retained with the exception of the AD&D coverage, which speaks for the competitiveness and design of the County's program.

Regards,



Paul Dawson
Senior Vice President, Account Executive
Public Risk Insurance Agency

| | |
|-----------------|------------------|
| Covered Party: | Clay County BOCC |
| Effective Date: | 10/1/2017 |



| LINE OF COVERAGE | 2016/2017 | | | 2017/2018 | | | Changes in Exposures | |
|---|---------------------|----------------|-------------|---------------------|----------------|-------------|----------------------|----------------|
| | LIMIT | DEDUCTIBLE/SIR | ANNUAL PREM | LIMIT | DEDUCTIBLE/SIR | ANNUAL PREM | 2016/2017 | 2017/2018 |
| Property: | | | | | | | | |
| Preferred | | | | | | | | |
| Buildings & Contents | \$ 161,928,739 | \$ 25,000 | \$ 452,858 | \$ 164,003,739 | \$ 25,000 | \$ 471,746 | Property | |
| Equipment Breakdown | \$ 50,000,000 | \$ 25,000 | | \$ 50,000,000 | \$ 25,000 | | Exposure Difference | \$ 2,075,000 |
| Flood | \$ 1,000,000 | \$ 25,000 | | \$ 1,000,000 | \$ 25,000 | | | 1.28% |
| Earth Movement | \$ 1,000,000 | \$ 25,000 | | \$ 1,000,000 | \$ 25,000 | | | |
| Terrorism | | | | | | | Premium Difference | \$ 18,888 |
| Named Windstorm | | 2% / \$35k Min | | | 2% / \$35k Min | | | 4.17% |
| Accounts Receivable | \$ 250,000 | \$ 25,000 | | \$ 250,000 | \$ 25,000 | | | |
| Additional Expense | \$ 1,000,000 | \$ 25,000 | | \$ 1,000,000 | \$ 25,000 | | | |
| Business Income | \$ 100,000 | \$ 25,000 | | \$ 100,000 | \$ 25,000 | | | |
| Errors & Omissions | \$ 250,000 | \$ 25,000 | | \$ 250,000 | \$ 25,000 | | | |
| Demolition & Increased Cost of Construction | \$ 1,500,000 | \$ 25,000 | | \$ 1,500,000 | \$ 25,000 | | | |
| Inland Marine: | | | | | | | | |
| Preferred | | | | | | | | |
| Communications Equipment-Agreed Value | \$ 1,282,758 | \$ 25,000 | \$ 38,661 | \$ 1,282,758 | \$ 25,000 | \$ 36,084 | \$ 8,326,711 | \$ 8,574,237 |
| Mobile Equipment-Agreed Value | \$ 4,989,582 | \$ 25,000 | | \$ 5,231,544 | various | | Exposure Difference | \$ 247,526 |
| Electronic Data Processing-RC | \$ 858,071 | \$ 25,000 | | \$ 662,618 | \$ 25,000 | | | 2.97% |
| Emergency Services Portable Equip | Included in Blanket | | | \$ 195,453 | \$ 25,000 | | | |
| Fine Arts | Included in Blanket | | | Included in Blanket | | | Premium Difference | \$ (2,577) |
| Other Inland Marine-Agreed Value | \$ 145,800 | \$ 25,000 | | \$ 145,800 | \$ 25,000 | | | -6.67% |
| Rented Borrowed Leased Equipment-ACV | \$ 50,000 | \$ 25,000 | | \$ 50,000 | \$ 25,000 | | | |
| Valuable Papers | Included in Blanket | | | Included in Blanket | | | | |
| Blanket Unscheduled IM-ACV | \$ 1,000,000 | \$ 25,000 | | \$ 1,000,000 | \$ 25,000 | | | |
| Watercraft-ACV | \$ 6,064 | \$ 25,000 | | \$ 6,064 | \$ 1,000 | | | |
| | | | \$ 491,519 | | | \$ 507,830 | | |
| Crime: | | | | | | | | |
| Travelers Casualty & Surety of America | | | | | | | | |
| Expiring Terms 3 year annual installments | | | \$ 3,654 | | | \$3,639 | | |
| Employee Dishonesty | \$ 600,000 | \$ 10,000 | | \$ 600,000 | \$ 10,000 | | | |
| Theft, Disappearance & Destruction In/Out | \$ 600,000 | \$ 10,000 | | \$ 600,000 | \$ 10,000 | | | |
| Computer Fraud | \$ 600,000 | \$ 10,000 | | \$ 600,000 | \$ 10,000 | | | |
| Forgery/Alterations | \$ 600,000 | \$ 10,000 | | \$ 600,000 | \$ 10,000 | | | |
| Including Social Engineering 3 year annual installments | | | | Recommended Option | | \$ 3,814 | | |
| | | | \$ 3,654 | | | \$ 3,814 | | |
| General Liability: | | | | | | | Payroll | Payroll |
| Preferred | | | | | | | \$38,291,263 | \$31,626,218 |
| General Liability | \$ 1,000,000 | \$ 100,000 | \$ 90,980 | \$ 1,000,000 | \$ 100,000 | \$ 82,279 | Exposure Difference | \$ (6,665,045) |
| Employee Benefits | \$ 1,000,000 | \$ 100,000 | | \$ 1,000,000 | \$ 100,000 | | | -17.41% |
| Law Enforcement Liability | | | | | | | Premium Difference | \$ (8,701) |
| Stop Loss Aggregate GL and AL | \$ 400,000 | \$ - | \$ 1,987 | \$ 400,000 | | \$ 1,987 | | -9.36% |
| | | | \$ 92,967 | | | \$ 84,266 | | |

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

| LINE OF COVERAGE | 2016/2017 | | | 2017/2018 | | | Changes in Exposures | |
|---|----------------------------|----------------|-------------|----------------------------|----------------|-------------|----------------------|-----------------|
| | LIMIT | DEDUCTIBLE/SIR | ANNUAL PREM | LIMIT | DEDUCTIBLE/SIR | ANNUAL PREM | 2016/2017 | 2017/2018 |
| Automobile: | | | | | | | | |
| Preferred | | | | | | | Vehicles | Vehicles |
| Auto Liability | \$ 1,000,000 | \$ 100,000 | \$ 31,242 | \$ 1,000,000 | \$ 100,000 | \$ 32,503 | 348 | 352 |
| Uninsured Motorist | Rejected | \$ - | | Rejected | | | Exposure Difference | 4 |
| Collision | Symbol 10,8 | \$ 25,000 | | Symbol 10, 8 | \$ 25,000 | \$ 29,823 | | 1.15% |
| Hired Physical Damage | \$ 35,000 | \$ 1,000 | \$ 25,785 | \$ 35,000 | \$ 1,000 | | Premium Difference | \$ 5,299 |
| Medical Payments | None | | | None | | | | 9.29% |
| | | | \$ 57,027 | | | \$ 62,326 | | |
| Public Officials: | | | | | | | | |
| Western World/Stratford Ins Co | | | | | | | | |
| Public Officials Liability | \$ 1,000,000 | \$ 50,000 | \$ 38,862 | \$ 1,000,000 | \$ 50,000 | \$ 38,862 | | |
| Employment Practices Liability | \$ 1,000,000 | \$ 25,000 | | \$ 1,000,000 | \$ 25,000 | | | |
| | | | \$ 38,862 | | | \$ 38,862 | Premium Difference | \$ - |
| | | | | | | | | 0.00% |
| Excess Workers' Compensation: | | | | | | | Payroll | Payroll |
| Midwest Employers | 16/17 payroll \$62,309,162 | | | 17/18 payroll \$68,668,120 | | | \$62,309,162 | \$68,668,120 |
| Workers' Compensation | Statutory | \$ 550,000 | \$ 186,741 | Statutory | \$ 550,000 | \$ 205,798 | Exposure Difference | \$6,358,958 |
| Employers Liability | \$ 1,000,000 | \$ 550,000 | Included | \$ 1,000,000 | \$ 550,000 | Included | | 10.21% |
| | | | | Option | \$ 600,000 | \$ 207,584 | | |
| | | | | Option | \$ 650,000 | \$ 200,236 | Premium Difference | |
| | | | \$ 186,741 | | | \$ 205,798 | | 10.21% |
| Cyber Liability | | | | | | | | |
| Illinois National Insurance Company | | | | | | | | |
| Media Content Ins | \$ 1,000,000 | \$ 25,000 | \$ 13,206 | \$ 1,000,000 | \$ 25,000 | \$ 13,191 | | |
| Security & Privacy / Regulatory Action Sublimit | \$ 1,000,000 | \$ 25,000 | | \$ 1,000,000 | \$ 25,000 | | | |
| Network Interruption/Waiting Period | \$ 1,000,000 | \$ 25,000 | | \$ 1,000,000 | 25000/12 hours | | | |
| Event Mgmt Ins | \$ 1,000,000 | \$ 25,000 | | \$ 1,000,000 | \$ 25,000 | | | |
| Cyber Extortion Ins | \$ 1,000,000 | \$ 25,000 | | \$ 1,000,000 | \$ 25,000 | | Premium Difference | \$ 1,056 |
| Reputation Guard | \$ 50,000 | \$ - | | \$ 50,000 | \$ - | | | 8.00% |
| Option includes System Failure Endorsement | | | | Recommended Option | | \$ 14,262 | | |
| | | | \$ 13,206 | | | \$ 14,262 | | |
| Storage Tank Liability | | | | | | | | |
| Commerce and Industry | | | | | | | | |
| Storage Tank Liability | \$ 1,000,000 | \$ 5,000 | \$ 2,721 | \$ 1,000,000 | \$ 5,000 | \$ 2,870 | | |
| Including TRIA | | | | | | | Premium Difference | \$ 149 |
| | | | \$ 2,721 | | | \$ 2,870 | | 5.48% |
| AD&D Carrier | AIG | | | Ace American | | | | |
| Unlawful and Intentional Death | \$ 201,980 | | | \$ 201,980 | | | | |
| Fresh Pursuit | \$ 71,407 | | | \$ 71,407 | | | | |
| Line of Duty | \$ 71,407 | | | \$ 71,407 | | | Premium Difference | \$ 2,727 |
| | | | \$ 17,029 | | | \$ 19,756 | | 16.01% |
| TOTAL PREMIUM | | | \$ 903,726 | | | \$ 939,784 | Difference | 3.99% |

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

Insurance Market Summary 10/1/2017-2018

Page 1 of 2

| Public Officials Liability - \$1M Limit – POL Retention \$25k, EPL Retention \$50k | |
|---|---|
| Stratford | Quoted \$38,862 Flat no increase |
| PGIT | Quoted \$88,957 with \$100,000 SIR |
| XL | No response |
| Ace American | Quoted \$33,090 with POL and EPLI deductibles of \$50,000 each. Carrier will be more restrictive on choice of counsel |

| Excess Workers' Compensation – Statutory Limits - \$550k SIR | |
|---|--|
| Midwest Casualty - Incumbent | Quoted \$205,798 Flat no increase |
| | Quoted \$207,584 at 600k SIR |
| | Quoted \$200,236 at 650k SIR |
| Arch | Declined to Quote, Minimum \$750k SIR |
| New York Marine | Declined to Quote, Minimum \$750k SIR |
| Safety National | Declined to Quote due to uncompetitive pricing |
| Travelers | Declined to Quote TPA not approved |
| Ace | Declined to Quote, Minimum \$1,000K SIR |
| PGIT | Quoted \$199,684 with a \$500k SIR |

| Auto Liability and General Liability \$1M limit with \$100,000 deductible | |
|--|--|
| PGIT | Quoted \$114,782 |
| Brit | Indication \$150,000 |
| Old Republic | Declined to quote due to losses and low SIR. |
| Safety National | Declined to offer terms |

| Property \$177M total insured value- \$25k Deductible | |
|--|--|
| Westchester | Quoted Through PGIT (.29 cent rate) |
| Arch Specialty | Quoted Through PGIT |
| Endurance | Quoted Through PGIT |
| RSUI | Quoted Through PGIT |
| Ironshore | Quoted Through PGIT |
| Lloyd's | Quoted Through PGIT |
| Amrisc | Cannot meet current rates or deductibles |
| Travelers | Declined Florida Property risk |
| Lexington | Cannot meet current rates or deductibles |

Insurance Market Summary 10/1/2017-2018

Page 2 of 2

| | |
|-----------------|--|
| AD&D | |
| AIG | Quoted Annual \$33,495 due to increase in Police |
| | Quoted 2 year Annual Installment \$31,820 |
| | Quoted 2 year Prepay \$63,640 |
| Ace American | Quoted annual premium \$19,756 |
| | Quoted 2 year annual install \$18,768 |
| | Quoted 2 year prepaid \$35,561 |
| Hartford | Quoted 2 year annual install \$26,261 |
| | Quoted 2 years prepaid \$49,758 |



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Finance & Audit Committee

DATE: 8/9/2017

FROM: Clayton Meng

SUBJECT:

Accept the County's Agent of Record recommendations for employee benefits insurance as follows:

- Renew the stop loss coverage with Florida Blue
- Renew dental insurance with Metlife
- Renew vision insurance with Advantica

Funding Sources: Various-523000 Health Insurance, Various-523200 Dental Insurance (C. Meng)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County has been working over the last several months with the County's Agent of Record, Abentras Benefit Administrators, to procure various insurances related to the employee benefits program, as well as the Self Insured Health Plan.

Is Funding Required (Yes/No):

No

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

No

Funding Sources: Various-523000 Health Insurance, Various-523200 Dental Insurance

Sole Source (Yes\No):

Advanced Payment (Yes\No):

No

ATTACHMENTS:

Description

- 📎 [Memo](#)
- 📎 [Recommendations](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|----------------|-----------------------|----------|---------------------|----------|
| Finance | Meng, Clayton | Approved | 8/9/2017 - 4:09 PM | |
| Finance | Meng, Clayton | Approved | 8/9/2017 - 4:09 PM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 8:40 AM | |



CLAY COUNTY FLORIDA

Finance Department

Mailing Address:

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

Physical Address:

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

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

County Manager

Stephanie C. Kopelousos

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Diane Hutchings
District 3

Gavin Rollin
District 4

Gayward Hendry
District 5

Switchboard:

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

www.claycountygov.com

MEMORANDUM

TO: Finance & Audit Committee

FROM: Clayton Meng, Finance Director

DATE: August 15, 2017

RE: Employee Benefits Insurance

The County has been working over the last several months with the County's Agent of Record, Abentras Benefit Administrators, to procure various insurances related to the employee benefits program, as well as the Self Insured Health Plan.

The recommendations are as follows:

- Renew the stop loss coverage with Florida Blue.
- Renew dental insurance with Metlife.
- Renew vision insurance with Advantica.

Requested action: Accept the County's Agent of Record recommendations for employee benefits insurance.



August 7, 2017

Clay County Board of County Commissioners
477 Houston Street
Clay County Admin Bldg
2nd Floor
Green Cove Springs, FL 32043

Dear Mr. Clayton Meng,

Attached please find the following exhibits:

- Exhibit A: Original Florida Blue Reinsurance Renewal
- Exhibit B: Revised Florida Blue Reinsurance Renewal
- Exhibit C: MetLife Dental Renewal and Market Analysis
- Exhibit D: Vision Renewal

As you know the reinsurance with Florida Blue renews 10/01/2017. This renewal is based on no plan changes for the upcoming year and on claims experience from your group through 07/31/2017. As your broker of record we received the original renewal Exhibit A and were able to negotiate the renewal to a no-change as shown in Exhibit B.

The past three years we have shopped the reinsurance and had no savings by switching carriers. This year, the reinsurance market is the same as last year and with a flat renewal it is our recommendation that CCBCC renew with the Florida Blue Reinsurance.

Exhibit C is the back up for the MetLife Dental Renewal. The renewal is 6% for the upcoming year and rates are guaranteed until 01/01/2019. As you know CCBCC only contributes \$15.04 per covered employee so the 6% increase represents a \$14,783 annual increase in cost for the County based on current enrollment.

Abentras did a market analysis looking at Principal, Delta Dental and Guardian. The Principal rates were 1% lower than the MetLife renewal. Based on this analysis and additional carrier analysis it is our recommendation the County renew with MetLife at the 6% renewal.

Abentras was able to negotiate with Advantica, the Vision carrier for the County, and secure a 4.9% decrease in rates for the upcoming year. These rates are guaranteed through 01/01/2020. It is our recommendation to remain with Advantica for the upcoming year.

Sincerely,

A handwritten signature in blue ink, appearing to read "Owen Wingate".

Owen Wingate



Exhibit A: Original Florida Blue Reinsurance Renewal



Issuing Carrier **Florida Blue**
 Underwriter **Ken Hockaday**
 Group **Clay County BOCC**
 TPA **Florida Blue**

Proposal **07/27/2017** Proposal No **1**
 Effective **10/01/2017** Expiration **09/30/2018**

INDIVIDUAL EXCESS LOSS COVERAGE

☒ Advance Reimbursement

| | | Option 1 | Option 2 | Option 3 |
|---|------------|------------------|------------------|------------------|
| Coverages | | Medical, Rx Card | Medical, Rx Card | Medical, Rx Card |
| Contract Type | | 24/12 | 24/12 | 24/12 |
| Annual Specific Deductible per Individual | | \$ 250,000 | \$ 275,000 | \$ 300,000 |
| except for Member 1 | | \$ 350,000 | \$ 350,000 | \$ 350,000 |
| Member 2 | | \$ 400,000 | \$ 400,000 | \$ 400,000 |
| Maximum Specific Benefit | | Unlimited | Unlimited | Unlimited |
| Maximum Lifetime Reimbursement | | Unlimited | Unlimited | Unlimited |
| Rate Per Month | Enrollment | | | |
| Single | 596 | \$ 21.75 | \$ 19.75 | \$ 18.00 |
| Family | 546 | \$ 64.32 | \$ 58.03 | \$ 52.53 |
| Composite | 1,142 | \$ 42.11 | \$ 38.05 | \$ 34.50 |
| Estimated Annual Premium | | \$ 576,980 | \$ 521,464 | \$ 472,912 |
| Rate(s) includes Commissions of | | 10.00% | 10.00% | 10.00% |

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

The following conditions and terms are in (or assumed to be in) the Employer's Self-Insured Plan Document. This reinsurance will consider only these or less liberal terms under the Stop-Loss.

October 1, 2017 Firm Renewal. Firm quote for 10/1/17 based upon information through 6/30/17. We will need to receive a signed copy of the sold quote by 8/16/17; otherwise, the firm quote will expire and be subject to review of updated claim information and possible revision.

Our proposal assumes the use of the Florida Blue network. If this network is not used, Florida Blue reserves the right to change our rates and factors.

Individuals currently eligible under the plan that were formerly ineligible due to meeting their lifetime maximum in the past will need to be disclosed.

Subject to updated paid claims and enrollment through the proposed effective date. Florida Blue reserves the right to recalculate the rates and factors if the final month of claims exceed the average of the prior 10 months by 5%.

Any unfunded claims balance must be disclosed, otherwise such claims will not be considered eligible under the Stop Loss Policy.

We reserve the right to change the rates and factors should the initial enrollment vary by 10% or more from the enrollment shown on our proposal.

Florida Blue will accept a disclosure statement 90 days or less before the effective date and no later than 15 days after the effective date.

The quotation will require additional information, and may require adjustments (including lasers), regarding any claimant with serious condition(s) that may be expected to exceed the selected retention or any claimant with expenses (paid or incurred) in excess of 50% of the retention selected.

Our quote is subject to current shock loss information including amount, diagnosis, disposition and prognosis through the proposed effective date.

Assumes current participation and contribution levels will remain constant for the proposed policy period.

Minimum participation level of 65% of all eligible employees is required.

Retirees are covered under the plan.

COBRA participation is limited to 5% or less.

Actively-at-Work provision is waived as follows: For individuals identified and approved by Florida Blue and all other individuals covered on the Effective Date except for those individuals with serious claims known by the employer or the administrator, COBRA individuals terminated individuals pending COBRA status, or Disabled individuals who have not been disclosed to Florida Blue in writing.

Subject to approval of Plan Document.

This quote is based on the following Plan Design: Current benefit plan(s) and existing enrollment by plan.

Minimum specific/aggregate premium is 95% of the annualized premium.

In the event a plan participant receives health care services in the state of New York, which are subject to the New York Health Care Reform Act, we will cover the bad debt and charity surcharge under the stop loss agreements.

Massachusetts State surcharges are covered under both Specific and Aggregate coverages.

If the group acquires a new entity and adds those members to our policy, a disclosure statement must be presented to Florida Blue for approval. Approval must be received before Florida Blue will assume risk for the new members.

Leave of Absence (LOA) Policy for eligible employees is: _____ Days or _____ Weeks or _____ Other and it is to be applied once per plan year per member and only after FMLA allowance is exhausted. Leave Of Absence allowance need not be used in consecutive days, but total time not actively at work during the plan year as a whole must not exceed the above outlined allowance plus the FMLA allowance.

In the absence of Leave of Absence language in the group plan document, the above will be considered as the LOA policy as it relates to Stop Loss Eligibility and continuation of coverage only. Any subsequent changes must be approved by Florida Blue at least 30 days in advance of the effective date of the change. Failure to notify Florida Blue of your company's policy changes for Leave of Absence may result in a possible Stop Loss claim denial. Upon exhaustion of LOA benefits as described above, to continue Stop Loss eligibility members must be offered COBRA as outlined in the "Continuation of Coverage Under Cobra" section in your Group Benefit Book. All other eligibility requirements beyond the LOA allowance described here are outlined in the Group Benefit Book and apply to the Stop Loss in their entirety.

Additional information will be required for the following claimants:

| | | | |
|---------------------------------------|----------|----------|----------|
| Initial the selected proposal option: | Option 1 | Option 2 | Option 3 |
| Specific | | | |
| Aggregate | N/A | N/A | N/A |

The Premium and Aggregate Deductible are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: _____ By: _____
Agent of Record or Administrator



Exhibit B: Revised Florida Blue Reinsurance Renewal



Issuing Carrier **Florida Blue**
 Underwriter **Ken Hockaday**
 Group **Clay County BOCC**
 TPA **Florida Blue**

Proposal **08/04/2017** Proposal No **3**
 Effective **10/01/2017** Expiration **09/30/2018**

INDIVIDUAL EXCESS LOSS COVERAGE

☒ Advance Reimbursement

| | | Option 1 | | Option 2 | | Option 3 | |
|---|------------|------------------|---------|------------------|---------|------------------|---------|
| Coverages | | Medical, Rx Card | | Medical, Rx Card | | Medical, Rx Card | |
| Contract Type | | 24/12 | | 24/12 | | 24/12 | |
| Annual Specific Deductible per Individual | | \$ | 250,000 | \$ | 275,000 | \$ | 300,000 |
| except for | Member 1 | \$ | 350,000 | \$ | 350,000 | \$ | 350,000 |
| | Member 2 | \$ | 400,000 | \$ | 400,000 | \$ | 400,000 |
| Maximum Specific Benefit | | Unlimited | | Unlimited | | Unlimited | |
| Maximum Lifetime Reimbursement | | Unlimited | | Unlimited | | Unlimited | |
| Rate Per Month | Enrollment | | | | | | |
| Single | 596 | \$ | 20.91 | \$ | 19.03 | \$ | 17.34 |
| Family | 546 | \$ | 61.85 | \$ | 55.77 | \$ | 50.45 |
| Composite | 1,142 | \$ | 40.48 | \$ | 36.59 | \$ | 33.18 |
| Estimated Annual Premium | | \$ | 554,789 | \$ | 501,507 | \$ | 454,563 |
| Rate(s) includes Commissions of | | | 10.00% | | 10.00% | | 10.00% |

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

The following conditions and terms are in (or assumed to be in) the Employer's Self-Insured Plan Document. This reinsurance will consider only these or less liberal terms under the Stop-Loss.

October 1, 2017 Firm Renewal. Firm quote for 10/1/17 based upon information through 6/30/17. We will need to receive a signed copy of the sold quote by 8/16/17; otherwise, the firm quote will expire and be subject to review of updated claim information and possible revision.

Our proposal assumes the use of the Florida Blue network. If this network is not used, Florida Blue reserves the right to change our rates and factors.

Individuals currently eligible under the plan that were formerly ineligible due to meeting their lifetime maximum in the past will need to be disclosed.

Subject to updated paid claims and enrollment through the proposed effective date. Florida Blue reserves the right to recalculate the rates and factors if the final month of claims exceed the average of the prior 10 months by 5%.

Any unfunded claims balance must be disclosed, otherwise such claims will not be considered eligible under the Stop Loss Policy.

We reserve the right to change the rates and factors should the initial enrollment vary by 10% or more from the enrollment shown on our proposal.

Florida Blue will accept a disclosure statement 90 days or less before the effective date and no later than 15 days after the effective date.

The quotation will require additional information, and may require adjustments (including lasers), regarding any claimant with serious condition(s) that may be expected to exceed the selected retention or any claimant with expenses (paid or incurred) in excess of 50% of the retention selected.

Our quote is subject to current shock loss information including amount, diagnosis, disposition and prognosis through the proposed effective date.

Assumes current participation and contribution levels will remain constant for the proposed policy period.

Minimum participation level of 65% of all eligible employees is required.

Retirees are covered under the plan.

COBRA participation is limited to 5% or less.

Actively-at-Work provision is waived as follows: For individuals identified and approved by Florida Blue and all other individuals covered on the Effective Date except for those individuals with serious claims known by the employer or the administrator, COBRA individuals terminated individuals pending COBRA status, or Disabled individuals who have not been disclosed to Florida Blue in writing.

Subject to approval of Plan Document.

This quote is based on the following Plan Design: Current benefit plan(s) and existing enrollment by plan.

Minimum specific/aggregate premium is 95% of the annualized premium.

In the event a plan participant receives health care services in the state of New York, which are subject to the New York Health Care Reform Act, we will cover the bad debt and charity surcharge under the stop loss agreements.

Massachusetts State surcharges are covered under both Specific and Aggregate coverages.

If the group acquires a new entity and adds those members to our policy, a disclosure statement must be presented to Florida Blue for approval. Approval must be received before Florida Blue will assume risk for the new members.

Leave of Absence (LOA) Policy for eligible employees is: _____ Days or _____ Weeks or _____ Other and it is to be applied once per plan year per member and only after FMLA allowance is exhausted. Leave Of Absence allowance need not be used in consecutive days, but total time not actively at work during the plan year as a whole must not exceed the above outlined allowance plus the FMLA allowance.

In the absence of Leave of Absence language in the group plan document, the above will be considered as the LOA policy as it relates to Stop Loss Eligibility and continuation of coverage only. Any subsequent changes must be approved by Florida Blue at least 30 days in advance of the effective date of the change. Failure to notify Florida Blue of your company's policy changes for Leave of Absence may result in a possible Stop Loss claim denial. Upon exhaustion of LOA benefits as described above, to continue Stop Loss eligibility members must be offered COBRA as outlined in the "Continuation of Coverage Under Cobra" section in your Group Benefit Book. All other eligibility requirements beyond the LOA allowance described here are outlined in the Group Benefit Book and apply to the Stop Loss in their entirety.

Additional information will be required for the following claimants:

| | | | |
|---------------------------------------|----------|----------|----------|
| Initial the selected proposal option: | Option 1 | Option 2 | Option 3 |
| Specific | | | |
| Aggregate | N/A | N/A | N/A |

The Premium and Aggregate Deductible are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: _____ By: _____
Agent of Record or Administrator



Exhibit C: MetLife Dental Renewal and Market Analysis

DENTAL EXHIBIT – Low Plan

DENTAL MONTHLY CLAIMS, EOB'S, PREMIUM, AND LIVES

Clay County Board of County Commissioners

Group Number # 158694

Renewal Date January 1, 2018

| | <u>Paid Claims*</u> | <u>EOB's</u> | | <u>Premium</u> | <u>Lives</u> |
|--------|---------------------|--------------|--------|----------------|--------------|
| Jan-15 | \$5,046 | 81 | Dec-14 | \$20,125 | 692 |
| Feb-15 | \$20,649 | 197 | Jan-15 | \$20,125 | 692 |
| Mar-15 | \$20,406 | 252 | Feb-15 | \$19,980 | 686 |
| Apr-15 | \$21,072 | 220 | Mar-15 | \$20,100 | 698 |
| May-15 | \$17,770 | 172 | Apr-15 | \$20,420 | 712 |
| Jun-15 | \$18,826 | 155 | May-15 | \$20,126 | 703 |
| Jul-15 | \$18,680 | 196 | Jun-15 | \$20,389 | 711 |
| Aug-15 | \$18,322 | 176 | Jul-15 | \$20,398 | 716 |
| Sep-15 | \$17,959 | 167 | Aug-15 | \$20,270 | 709 |
| Oct-15 | \$19,562 | 195 | Sep-15 | \$20,071 | 710 |
| Nov-15 | \$17,397 | 167 | Oct-15 | \$19,882 | 703 |
| Dec-15 | \$17,791 | 163 | Nov-15 | \$19,823 | 701 |
| Jan-16 | \$12,917 | 138 | Dec-15 | \$19,856 | 699 |
| Feb-16 | \$23,728 | 201 | Jan-16 | \$19,884 | 701 |
| Mar-16 | \$24,133 | 181 | Feb-16 | \$19,774 | 704 |
| Apr-16 | \$16,940 | 166 | Mar-16 | \$19,846 | 707 |
| May-16 | \$22,809 | 194 | Apr-16 | \$20,105 | 719 |
| Jun-16 | \$16,910 | 159 | May-16 | \$20,118 | 720 |
| Jul-16 | \$16,523 | 147 | Jun-16 | \$20,266 | 724 |
| Aug-16 | \$21,984 | 208 | Jul-16 | \$20,549 | 729 |
| Sep-16 | \$21,603 | 164 | Aug-16 | \$20,499 | 732 |
| Oct-16 | \$13,684 | 143 | Sep-16 | \$20,840 | 728 |
| Nov-16 | \$19,263 | 163 | Oct-16 | \$20,324 | 726 |
| Dec-16 | \$16,573 | 172 | Nov-16 | \$20,238 | 722 |
| Jan-17 | \$21,810 | 173 | Dec-16 | \$20,485 | 731 |
| Feb-17 | \$14,394 | 146 | Jan-17 | \$23,148 | 738 |
| Mar-17 | \$25,432 | 224 | Feb-17 | \$23,022 | 734 |

* Paid claims may include charges and other amounts as determined by MetLife in connection with certain network arrangements.

DENTAL EXHIBIT – Low Plan

DENTAL SETBACK ANALYSIS

Clay County Board of County Commissioners

Group Number # 158694

Renewal Date January 1, 2018

| | 01/01/2015 - 03/31/2015 | 04/01/2015 - 03/31/2016 | | 04/01/2016 - 03/31/2017 | | |
|------------------------------------|----------------------------|-------------------------|---------------|----------------------------|---------------|-------------------|
| Gross Paid Claims* | \$46,101 | | \$228,157 | | \$227,925 | |
| Plan/Demographic Change Adjustment | 1 | | 1 | | 1 | |
| Maturity Adjustment | 1.213 | | 1.016 | | 1 | |
| | | | | | | |
| | <u>In-Net</u> | <u>Out-of-Net</u> | <u>In-Net</u> | <u>Out-of-Net</u> | <u>In-Net</u> | <u>Out-of-Net</u> |
| Trend Factor | 1.1452 | null | 1.1168 | null | 1.0728 | null |
| Trended Paid Claims | \$64,041 | null | \$258,883 | null | \$244,518 | null |
| <i>Effective Annual Trend</i> | 4.10% | null | 4.10% | null | 4.10% | null |
| | | | | | | |
| Change in IBNR | | 1.01 | | 1.01 | | 1.01 |
| Total Incurred Claims | | \$64,681 | | \$261,472 | | \$246,963 |
| | | | | | | |
| Adjusted Premium | | \$65,048 | | \$260,272 | | \$265,654 |
| | | | | | | |
| Loss Ratio | | 99.44% | | 100.46% | | 92.96% |
| | | | | | | |
| Weighted Average | 2-1 Ratio 95.5% | | | | | |
| | | | | | | |
| Credibility Factor | | | | | | 100% |
| | | | | | | |
| Loss Ratio | | | | | | 95.50% |
| Tolerable Loss Ratio | | | | | | 73.70% |
| Calculated Rate Action | | | | | | 29.60% |

Renewal Rate Action +8.50% (2018 Rate Cap)

* Paid claims may include charges and other amounts as determined by MetLife in connection with certain network arrangements.

DENTAL EXHIBIT – High Plan

DENTAL MONTHLY CLAIMS, EOB'S, PREMIUM, AND LIVES

Clay County Board of County Commissioners

Group Number # 158694

Renewal Date January 1, 2018

| | <u>Paid Claims*</u> | <u>EOB's</u> | | <u>Premium</u> | <u>Lives</u> |
|--------|---------------------|--------------|--------|----------------|--------------|
| Jan-15 | \$8,477 | 92 | Dec-14 | \$37,404 | 653 |
| Feb-15 | \$23,174 | 190 | Jan-15 | \$37,404 | 653 |
| Mar-15 | \$26,962 | 290 | Feb-15 | \$37,401 | 649 |
| Apr-15 | \$41,311 | 321 | Mar-15 | \$37,694 | 653 |
| May-15 | \$30,161 | 254 | Apr-15 | \$37,460 | 651 |
| Jun-15 | \$31,148 | 229 | May-15 | \$37,405 | 649 |
| Jul-15 | \$42,193 | 275 | Jun-15 | \$37,307 | 652 |
| Aug-15 | \$26,945 | 224 | Jul-15 | \$37,171 | 647 |
| Sep-15 | \$23,211 | 180 | Aug-15 | \$37,166 | 649 |
| Oct-15 | \$33,626 | 247 | Sep-15 | \$37,050 | 647 |
| Nov-15 | \$26,822 | 186 | Oct-15 | \$36,931 | 646 |
| Dec-15 | \$26,788 | 196 | Nov-15 | \$36,875 | 645 |
| Jan-16 | \$27,532 | 199 | Dec-15 | \$37,253 | 650 |
| Feb-16 | \$27,965 | 225 | Jan-16 | \$37,611 | 660 |
| Mar-16 | \$32,876 | 222 | Feb-16 | \$37,591 | 658 |
| Apr-16 | \$30,513 | 226 | Mar-16 | \$37,499 | 659 |
| May-16 | \$31,758 | 217 | Apr-16 | \$37,608 | 657 |
| Jun-16 | \$35,097 | 232 | May-16 | \$37,139 | 654 |
| Jul-16 | \$28,427 | 198 | Jun-16 | \$37,123 | 656 |
| Aug-16 | \$41,397 | 248 | Jul-16 | \$37,477 | 656 |
| Sep-16 | \$20,881 | 165 | Aug-16 | \$37,155 | 653 |
| Oct-16 | \$24,952 | 184 | Sep-16 | \$36,533 | 648 |
| Nov-16 | \$22,995 | 177 | Oct-16 | \$37,170 | 657 |
| Dec-16 | \$30,068 | 217 | Nov-16 | \$36,461 | 643 |
| Jan-17 | \$31,972 | 190 | Dec-16 | \$36,399 | 642 |
| Feb-17 | \$23,350 | 173 | Jan-17 | \$38,093 | 643 |
| Mar-17 | \$30,416 | 213 | Feb-17 | \$37,149 | 634 |

* Paid claims may include charges and other amounts as determined by MetLife in connection with certain network arrangements.

DENTAL EXHIBIT – High Plan

DENTAL SETBACK ANALYSIS

Clay County Board of County Commissioners

Group Number # 158694

Renewal Date January 1, 2018

| | 01/01/2015 - 03/31/2015 | 04/01/2015 - 03/31/2016 | | 04/01/2016 - 03/31/2017 | | |
|------------------------------------|----------------------------|-------------------------|---------------|----------------------------|---------------|-------------------|
| Gross Paid Claims* | \$58,613 | | \$370,578 | | \$351,826 | |
| Plan/Demographic Change Adjustment | 1 | | 1 | | 1 | |
| Maturity Adjustment | 1.245 | | 1.017 | | 1 | |
| | <u>In-Net</u> | <u>Out-of-Net</u> | <u>In-Net</u> | <u>Out-of-Net</u> | <u>In-Net</u> | <u>Out-of-Net</u> |
| Trend Factor | 1.1828 | null | 1.1466 | null | 1.0909 | null |
| Trended Paid Claims | \$86,312 | null | \$432,128 | null | \$383,807 | null |
| <i>Effective Annual Trend</i> | 5.10% | null | 5.10% | null | 5.10% | null |
| Change in IBNR | | 1.01 | | 1.01 | | 1.01 |
| Total Incurred Claims | | \$87,175 | | \$436,449 | | \$387,645 |
| Adjusted Premium | | \$121,186 | | \$483,315 | | \$475,675 |
| Loss Ratio | | 71.93% | | 90.30% | | 81.49% |
| Weighted Average | 2-1 Ratio 84.4% | | | | | |
| Credibility Factor | | | | | | 100% |
| Loss Ratio | | | | | | 84.40% |
| Tolerable Loss Ratio | | | | | | 73.70% |
| Calculated Rate Action | | | | | | 14.50% |

Renewal Rate Action +8.50% (2018 Rate Cap)

* Paid claims may include charges and other amounts as determined by MetLife in connection with certain network arrangements.

2017 Group Dental Insurance Review

| | CURRENT | | | | REVISED RENEWAL | | | |
|---------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| | MetLife | | | | MetLife | | | |
| | Low Plan | | High Plan | | Low Plan | | High Plan | |
| | In-Network | Out of Network | In-Network | Out of Network | In-Network | Out of Network | In-Network | Out of Network |
| Calendar Year Deductible | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 |
| Type I Services - Preventive | | | | | | | | |
| Deductible Applies? | No | No | No | No | No | No | No | No |
| Cleaning/Exams | 100% | 80% | 100% | 90% | 100% | 80% | 100% | 90% |
| Type II Services - Basic | | | | | | | | |
| Deductible Applies? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Fillings | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% |
| Full Mouth X-Rays | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% |
| Extractions | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% |
| Endodontic/ Periodontics | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% |
| Type III Services - Major | | | | | | | | |
| Deductible Applies? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Crowns | 50% | 30% | 50% | 40% | 50% | 30% | 50% | 40% |
| Dentures | 50% | 30% | 50% | 40% | 50% | 30% | 50% | 40% |
| Implants | 50% | 30% | 50% | 40% | 50% | 30% | 50% | 40% |
| Annual Plan Maximum | \$1,000 | \$1,000 | \$1,500 | \$1,500 | \$1,000 | \$1,000 | \$1,500 | \$1,500 |
| Type IV Services - Orthodontia | | | | | | | | |
| Deductible Applies? | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% |
| Adult Ortho (Employee/Spouse) | No | No | No | No | No | No | No | No |
| Orthodontia Dep Age Limit | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Lifetime Orthodontia Max | Up to Age 26 \$1,000 | Up to Age 26 \$1,000 | Up to Age 26 \$1,500 | Up to Age 26 \$1,500 | Up to Age 26 \$1,000 | Up to Age 26 \$1,000 | Up to Age 26 \$1,500 | Up to Age 26 \$1,500 |
| Child / Student age limit | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 |
| Annual Open Enrollment | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Missing Tooth Exclusion Waived | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| R & C Out of Network | N / A | MAC | N / A | MAC | N / A | MAC | N / A | MAC |

| | | | | | |
|------------------------------|---------|--------------------|--------------------|--------------------|--------------------|
| Monthly Premiums | | | | | |
| Employee Only | 370 348 | \$15.04 | \$29.51 | \$15.94 | \$31.28 |
| Family | 364 286 | \$47.96 | \$94.09 | \$50.84 | \$99.74 |
| Total Monthly Premium | | \$23,022.24 | \$37,179.22 | \$24,403.56 | \$39,411.08 |

\$60,201.46

\$63,814.64

6.0%

| | | |
|-----------------------|-----------------|-----------------|
| Rate Guarantee | 1/1/2018 | 1/1/2019 |
|-----------------------|-----------------|-----------------|

Employer Monthly Contributions

| | | | | |
|---------------|---------|---------|---------|---------|
| Employee Only | \$15.04 | \$15.04 | \$15.94 | \$15.94 |
| Family | \$15.04 | \$15.04 | \$15.94 | \$15.94 |

Employee Monthly Contributions

| | | | | |
|---------------|---------|---------|---------|---------|
| Employee Only | \$0.00 | \$14.47 | \$0.00 | \$15.34 |
| Family | \$32.92 | \$79.05 | \$34.90 | \$83.80 |

Employee Payroll Deductions

24

| | | | | |
|---------------|---------|---------|---------|---------|
| Employee Only | \$0.00 | \$7.24 | \$0.00 | \$7.67 |
| Family | \$16.46 | \$39.53 | \$17.45 | \$41.90 |

• This is a high level overview and is not for Employee use. This is not intended to be a certificate or confirmation of coverage, please refer to the individual policy for actual benefit provisions. • Final rates can increase or decrease based on actual enrollment, plan design or effective date. • If your deductible or coinsurance increases mid calendar year, you will be responsible for the additional amount as of your plan renewal date if any services are rendered.

2017 Group Dental Insurance Review

| | | | | CURRENT MetLife | | | | ALTERNATE 1 Principal | | | | ALTERNATE 2 Delta Dental | | | | | | | |
|---------------------------------------|--|--|--|--------------------|----------------|--------------|----------------|--------------------------|----------------|--------------|----------------|-----------------------------|----------------|--------------|----------------|-------------|--------|--|--|
| | | | | Low Plan | | High Plan | | Low Plan | | High Plan | | Low Plan | | High Plan | | | | | |
| | | | | In-Network | Out of Network | In-Network | Out of Network | In-Network | Out of Network | In-Network | Out of Network | In-Network | Out of Network | In-Network | Out of Network | | | | |
| | | | | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | | | | |
| Calendar Year Deductible | | | | | | | | | | | | | | | | | | | |
| Type I Services - Preventive | | | | | | | | | | | | | | | | | | | |
| Deductible Applies? | | | | No | No | No | No | No | No | No | No | No | No | No | No | | | | |
| Cleaning/Exams | | | | 100% | 80% | 100% | 90% | 100% | 80% | 100% | 90% | 100% | 80% | 100% | 90% | | | | |
| Type II Services - Basic | | | | | | | | | | | | | | | | | | | |
| Deductible Applies? | | | | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | | | | |
| Fillings | | | | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% | | | | |
| Full Mouth X-Rays | | | | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% | | | | |
| Extractions | | | | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% | | | | |
| Endodontic/ Periodontic | | | | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% | | | | |
| Type III Services - Major | | | | | | | | | | | | | | | | | | | |
| Deductible Applies? | | | | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | | | | |
| Crowns | | | | 50% | 30% | 50% | 40% | 50% | 30% | 50% | 40% | 50% | 30% | 50% | 40% | | | | |
| Dentures | | | | 50% | 30% | 50% | 40% | 50% | 30% | 50% | 40% | 50% | 30% | 50% | 40% | | | | |
| Implants | | | | 50% | 30% | 50% | 40% | 50% | 30% | 50% | 40% | 50% | 30% | 50% | 40% | | | | |
| Annual Plan Maximum | | | | \$1,000 | \$1,000 | \$1,500 | \$1,500 | \$1,000 | \$1,000 | \$1,500 | \$1,500 | \$1,000 | \$1,000 | \$1,500 | \$1,500 | | | | |
| Type IV Services - Orthodontia | | | | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% | | | | |
| Deductible Applies? | | | | No | No | No | No | No | No | No | No | No | No | No | No | | | | |
| Adult Ortho (Employee/Spouse) | | | | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | | | | |
| Orthodontia Dep Age Limit | | | | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | | | | |
| Lifetime Orthodontia Max | | | | \$1,000 | \$1,000 | \$1,500 | \$1,500 | \$1,000 | \$1,000 | \$1,500 | \$1,500 | \$1,000 | \$1,000 | \$1,500 | \$1,500 | | | | |
| Child / Student age limit | | | | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | | | | |
| Annual Open Enrollment | | | | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | | | | |
| Missing Tooth Exclusion Waived | | | | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | | | | |
| R & C Out of Network | | | | N / A | MAC | N / A | MAC | N / A | MAC | N / A | MAC | N / A | MAC | N / A | MAC | | | | |
| Monthly Premiums | | | | | | | | | | | | | | | | | | | |
| Employee Only | | | | 370 | 348 | \$15.04 | | \$29.51 | | \$15.79 | | \$30.99 | | \$16.13 | | \$31.64 | | | |
| Family | | | | 364 | 286 | \$47.96 | | \$94.09 | | \$50.36 | | \$98.80 | | \$51.42 | | \$100.88 | | | |
| Total Monthly Premium | | | | \$23,022.24 | | | | \$37,179.22 | | | | \$24,173.34 | | | | \$39,041.32 | | | |
| | | | | \$60,201.46 | | | | \$63,214.66 | | | | \$24,684.98 | | | | \$39,862.40 | | | |
| | | | | | | | | 5.0% | | | | 7.2% | | | | | | | |
| Rate Guarantee | | | | 1/1/2018 | | | | 1/1/2019 | | | | 1/1/2020 | | | | | | | |
| Employer Monthly Contributions | | | | | | | | | | | | | | | | | | | |
| Employee Only | | | | 370 | 348 | \$15.04 | | \$15.04 | | \$15.79 | | \$15.79 | | \$16.13 | | \$16.13 | | | |
| Family | | | | 364 | 286 | \$15.04 | | \$15.04 | | \$15.79 | | \$15.79 | | \$16.13 | | \$16.13 | | | |
| | | | | \$20,574.72 | | | | \$21,600.72 | | | | \$22,065.84 | | | | | | | |
| | | | | | | | | 5.0% | | | | 7.2% | | | | | | | |
| Employee Monthly Contributions | | | | | | | | | | | | | | | | | | | |
| Employee Only | | | | | | \$0.00 | | \$14.47 | | \$0.00 | | \$15.20 | | \$0.00 | | \$15.51 | | | |
| Family | | | | | | \$32.92 | | \$79.05 | | \$34.57 | | \$83.01 | | \$35.29 | | \$84.75 | | | |
| Employee Payroll Deductions | | | | | | | | | | | | | | | | | | | |
| Employee Only | | | | 24 | | | \$0.00 | | \$7.24 | | \$0.00 | | \$7.60 | | \$0.00 | | \$7.76 | | |
| Family | | | | | | \$16.46 | | \$39.53 | | \$17.29 | | \$41.51 | | \$17.65 | | \$42.38 | | | |

Texas covered as High Plan Option Only

• This is a high level overview and is not for Employee use. This is not intended to be a certificate or confirmation of coverage, please refer to the individual policy for actual benefit provisions. • Final rates can increase or decrease based on actual enrollment, plan design or effective date. • If your deductible or coinsurance increases mid calendar year, you will be responsible for the additional amount as of your plan renewal date if any services are rendered

2017 Group Dental Insurance Review

| | CURRENT MetLife | | | | ALTERNATE 3 Guardian | | | |
|---------------------------------------|--------------------|--------------------|--------------------|----------------|-------------------------|--------------------|--------------|----------------|
| | Low Plan | | High Plan | | Low Plan | | High Plan | |
| | In-Network | Out of Network | In-Network | Out of Network | In-Network | Out of Network | In-Network | Out of Network |
| Calendar Year Deductible | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 | \$50 / \$150 |
| Type I Services - Preventive | | | | | | | | |
| Deductible Applies? | No | No | No | No | No | No | No | No |
| Cleaning/Exams | 100% | 80% | 100% | 90% | 100% | 80% | 100% | 90% |
| Type II Services - Basic | | | | | | | | |
| Deductible Applies? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Fillings | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% |
| Full Mouth X-Rays | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% |
| Extractions | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% |
| Endodontic/ Periodontic | 50% | 50% | 80% | 70% | 50% | 50% | 80% | 70% |
| Type III Services - Major | | | | | | | | |
| Deductible Applies? | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Crowns | 50% | 30% | 50% | 40% | 50% | 30% | 50% | 40% |
| Dentures | 50% | 30% | 50% | 40% | 50% | 30% | 50% | 40% |
| Implants | 50% | 30% | 50% | 40% | 50% | 30% | 50% | 40% |
| Annual Plan Maximum | \$1,000 | \$1,000 | \$1,500 | \$1,500 | \$1,000 | \$1,000 | \$1,500 | \$1,500 |
| Type IV Services - Orthodontia | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% |
| Deductible Applies? | No | No | No | No | No | No | No | No |
| Adult Ortho (Employee/Spouse) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Orthodontia Dep Age Limit | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 |
| Lifetime Orthodontia Max | \$1,000 | \$1,000 | \$1,500 | \$1,500 | \$1,000 | \$1,000 | \$1,500 | \$1,500 |
| Child / Student age limit | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 |
| Annual Open Enrollment | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Missing Tooth Exclusion Waived | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| R & C Out of Network | N / A | MAC | N / A | MAC | N / A | MAC | N / A | MAC |
| Monthly Premiums | | | | | | | | |
| Employee Only | 370 348 | \$15.04 | \$29.51 | | \$16.26 | \$31.90 | | |
| Family | 364 286 | \$47.96 | \$94.09 | | \$51.84 | \$101.70 | | |
| Total Monthly Premium | | \$23,022.24 | \$37,179.22 | | \$24,885.96 | \$40,187.40 | | |
| | | \$60,201.46 | | | \$65,073.36 | | | |
| | | | | | 8.1% | | | |
| Rate Guarantee | | 1/1/2018 | | | 1/1/2020 | | | |
| Employer Monthly Contributions | | | | | | | | |
| Employee Only | 370 348 | \$15.04 | \$15.04 | | \$16.26 | \$16.26 | | |
| Family | 364 286 | \$15.04 | \$15.04 | | \$16.26 | \$16.26 | | |
| | | \$20,574.72 | | | \$22,243.68 | | | |
| | | | | | 8.1% | | | |
| Employee Monthly Contributions | | | | | | | | |
| Employee Only | | \$0.00 | \$14.47 | | \$0.00 | \$15.64 | | |
| Family | | \$32.92 | \$79.05 | | \$35.58 | \$85.44 | | |
| Employee Payroll Deductions | 24 | | | | | | | |
| Employee Only | | \$0.00 | \$7.24 | | \$0.00 | \$7.82 | | |
| Family | | \$16.46 | \$39.53 | | \$17.79 | \$42.72 | | |

Texas covered as High Plan Option Only

• This is a high level overview and is not for Employee use. This is not intended to be a certificate or confirmation of coverage, please refer to the individual policy for actual benefit provisions. Final rates can increase or decrease based on actual enrollment, plan design or effective date. • If your deductible or coinsurance increases mid calendar year, you will be responsible for the additional amount as of your plan renewal date if any services are rendered.



Exhibit D: Vision Renewal

2017 Group Vision Insurance Review

| | | CURRENT | | RENEWAL | |
|---------------------------------------|-----|-----------------------------|------------------------|-----------------------------|------------------------|
| | | Advantica | | Advantica | |
| | | Vision Plan | | Vision Plan | |
| | | In-Network | Out of Network | In-Network | Out of Network |
| Eye Exams | | \$20 Copay | Reimbursed up to \$40 | \$20 Copay | Reimbursed up to \$40 |
| Contact Lens Exam | | \$30 Allowance | Not Covered | \$30 Allowance | Not Covered |
| Materials | | No Copay | No Copay | No Copay | No Copay |
| Frames | | \$100 Allowance | Reimbursed up to \$40 | \$100 Allowance | Reimbursed up to \$40 |
| Lenses | | | | | |
| Single | | Covered in full after copay | Reimbursed up to \$20 | Covered in full after copay | Reimbursed up to \$20 |
| Bifocal | | Covered in full after copay | Reimbursed up to \$40 | Covered in full after copay | Reimbursed up to \$40 |
| Trifocal | | Covered in full after copay | Reimbursed up to \$60 | Covered in full after copay | Reimbursed up to \$60 |
| Lenticular | | Covered in full after copay | Reimbursed up to \$100 | Covered in full after copay | Reimbursed up to \$100 |
| Scratch Resistance | | \$15 | Not Covered | \$15 | Not Covered |
| Anti-Reflective | | \$45 | Not Covered | \$45 | Not Covered |
| Photochromic Lenses | | \$60 | Not Covered | \$60 | Not Covered |
| Laser Vision | | Preferred Pricing | Not Covered | Preferred Pricing | Not Covered |
| Contacts Lenses | | | | | |
| Medically Necessary | | \$250 Allowance | Reimbursed up to \$250 | \$250 Allowance | Reimbursed up to \$250 |
| Elective | | \$100 Allowance | Reimbursed up to \$60 | \$100 Allowance | Reimbursed up to \$60 |
| Benefit Frequency | | | | | |
| Vision Exams | | Once Every 12 Months | Once Every 12 Months | Once Every 12 Months | Once Every 12 Months |
| Spectacle Lenses | | Once Every 12 Months | Once Every 12 Months | Once Every 12 Months | Once Every 12 Months |
| Frames | | Once Every 12 Months | Once Every 12 Months | Once Every 12 Months | Once Every 12 Months |
| Contact Lens Allowance | | Once Every 12 Months | Once Every 12 Months | Once Every 12 Months | Once Every 12 Months |
| Child / Student Age limit | | Up to Age 26 | Up to Age 26 | Up to Age 26 | Up to Age 26 |
| Annual Open Enrollment | | Yes | Yes | Yes | Yes |
| Network Used: | | Advantica | N / A | Advantica | N / A |
| Monthly Premiums: | | | | | |
| Employee Only | 0 0 | \$6.82 | | \$6.48 | |
| Family | 0 0 | \$18.25 | | \$17.35 | |
| Total Monthly Cost | | \$0.00 | | \$0.00 | |
| | | \$0.00 | | \$0.00 | |
| | | | | -4.9% | |
| Rate Guarantee | | 1/1/2018 | | 1/1/2020 | |
| Employee Monthly Contributions | | | | | |
| Employee Only | | \$6.82 | | \$6.48 | |
| Employee + Spouse | | \$0.00 | | \$0.00 | |
| Employee + Children | | \$0.00 | | \$0.00 | |
| Family | | \$18.25 | | \$17.35 | |
| Employee Payroll Deductions | 24 | | | | |
| Employee Only | | \$3.41 | | \$3.24 | |
| Employee + Spouse | | \$0.00 | | \$0.00 | |
| Employee + Children | | \$0.00 | | \$0.00 | |
| Family | | \$9.13 | | \$8.68 | |

• This is a high level overview and is not for Employee use. This is not intended to be a certificate or confirmation of coverage, please refer to the individual policy for actual benefit provisions. • Final rates can increase or decrease based on actual enrollment, plan design or effective date. • If your deductible or coinsurance increases mid calendar year, you will be responsible for the additional amount as of your plan renewal date if any services are rendered.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Finance & Audit Committee

DATE: 8/8/2017

FROM: Kimberly Morgan

SUBJECT: The Tourist Development Council recommends approval for an out of cycle Event Marketing Grant in the amount of \$1,200.00 to the Town of Penney Farms. They will be celebrating the 90th anniversary of the town September 9, 2017 and hope to make this event an annual celebration. The theme is "Old Fashioned Farm Day." They plan to display old farm equipment, showcase exhibits of old-time crafters, and feature demonstrations of blacksmiths and other specialists rarely seen today. There will be live music and entertainment including story-telling and contests. Food trucks will have refreshments available for purchase. Funding Source: 109-1910-548000 (Tourist Dev Fund - Tourism - Promotional Activities) (K. Morgan)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The Tourist Development Council allocates TDC budget dollars for Event Marketing Grants each year. The FY16-17 allocation still has dollars available due to some event marketing requirements not being met. All Event Marketing Grants are reimbursable.

Is Funding Required (Yes/No):

Yes

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

No

Funding Source: Tourist Dev Fund - Tourism - Promotional Activities

Account # 109-1910-548000 Amount - \$1200.00

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

▯ [Event Grant Application](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|------------------------------|------------------|----------|--------------------|-----------------------|
| Tourism and Film Development | Morgan, Kimberly | Approved | 8/8/2017 - 8:54 AM | Item Pushed to Agenda |

Kimberly Morgan

From: webform@claycountygov.com
Sent: Tuesday, May 16, 2017 12:52 PM
To: Kimberly Morgan
Subject: Clay County, FL: Tourist Development Grant Application

A new entry to a form/survey has been submitted.

Form Name: Clay County Tourist Development Council Grant Application FY 2016-17
Date & Time: 05/16/2017 12:51 PM
Response #: 38
Submitter ID: 10414
IP address: 23.126.200.38
Time to complete: 40 min. , 27 sec.

Survey Details: Answers Only

Page 1

1. Town of Penney Farms
Penney Farms Old-Fashioned Farm Day
09/09/2017
9:00 a.m. - 4:00 p.m.
Kohler Park and Town streets
www.penneyfarmsfl.govoffice2.com
4100 Clark Avenue
Penney Farms
Florida
32079-1041
(904) 529-9078
(904) 284-4405
2. cathiepenneyfarms@bellsouth.net
(904) 529-1496
(904) 612-8464
\$6,148,819
\$1,200
3. First Time Event
Not answered
0
0
0
0
This is the first year
N/A
N/A
4. The Old-fashioned Farm Day has been chosen as the event to celebrate our 90th anniversary as a municipality. It will show the public what Penney Farms used to be like and share the wonderful history of our town in the years of 1920 - 1940. It is planned to have a display of old farm equipment along one of our streets, exhibits of old-time crafts

and demonstrations of former skills such as black-smith work which are seldom seen today. There will be country music, bands and singing groups as well as story-telling, games and contests. Food trucks will be on hand for refreshments.

Objectives:

1. To celebrate the 90th of the Town
2. To share our rich history
3. To bring visitors and future residents to Penney Farms
4. To bring our community together for a common cause
5. To develop an event that could grow into an annual event

20

1000

500

We are projecting using figures the number of persons who attend local activities from the retirement community and the town at large on a regular basis. Also we looked at events for scenic highway like the 5K run where persons come from surrounding counties and out-of-state and Penney Retirement Community events such as the annual Holiday Sale and the Circle of Family and Friends weekend.

Our committee is planning to do a great number of press releases; calendar requests; social media and on-line advertising and announcements on digital billboards ahead of the event.

We will also try to do some additional limited advertising for the event on radio and in other rural newspapers

5. Town of Penney Farms
\$3,000
Scenic Highway
\$ 1,000
Historical Society
\$250
Community Sponsors
\$3,000 anticipated
Vendors
\$500
\$7,750
6. Bradford County Telegraph
\$300
Gainsville Sun
\$350
Palatka Daily News
\$250
Baker County Press
\$200
Ocala Star Banner
\$120
Not answered
Not answered
Not answered
Not answered
Not answered
Not answered
Not answered
Not answered
Not answered
Not answered
7. \$1,500

- 8.
1. Visitors and relatives of residents will be encouraged to come and stay in the County.
 2. If hotels wish to have coupons to hand out to attendees with special offers we will promote
 3. The J.C. Penney Memorial Scenic Highway will have a booth where hotel promotions can be handed out.
 4. A visitor board showing nearby eating places, other weekend activities and future events can be made available
 5. Tourist " Welcome to the County" materials can be handed out if provided by TDC.
- With or without a TDC grant the Town of Penney Farms will solicit sponsors among businesses associated with agriculture and related interests, individuals and groups interested with history or the preservation of the small town atmosphere in the future.

Thank you,
Clay County, FL

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Finance and Audit Committee

DATE: 8/9/2017

FROM: Karen Thomas, Administrative &
Contractual Services

SUBJECT: Approval to reject responses received for Bid #16/17-25, Clay County Tourism Digital Marketing & Content Storytelling. Also request approval to revise specifications and rebid with more direction regarding budget and confidential proprietary media plan. (K. Morgan)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Twelve responses were received. It was difficult to evaluate responses due to range in pricing. Revised bid will provide a more defined scope of service, media plan and budget range.

ATTACHMENTS:

Description

▢ [Memo](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|---|-----------------------|----------|----------------------|----------|
| Administrative and Contractual Services | Thomas, Karen | Approved | 8/10/2017 - 12:00 PM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 8:41 AM | |

BID RECOMMENDATION

RFP No. 16/17-25, Clay County Tourism Digital Marketing & Content Storytelling

BIDDERS

~~BID TOTAL~~ Bidders

Big Eye
Take 5 media Group
Evok Advertising + Design
Visionary Media Productions
Burdette Ketchum
C7 Creative
Idiabar
Percepture

Connect Marketing Agency
Pacific 54
Madden Media
Station 4
~~Frontier Communications 7, 76~~

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

TITLE

Kimberly Morgan
Holly Coyle
Michelle Sharp

Dir. of Tourism & Film Dev.
Director of Econ. Dev. Services
Parks Manager

RECOMMENDATION:

Staff recommends rejecting all RFP responses and moving forward
with re-bidding with more direction with budget and confidential
proprietary media plan.

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

BID TABULATION FORM

RFP: 16/17-25

Date: May 30, 2017

Proj: Clay County Tourism Digital Marketing & Content Storytelling

Time Open: 1:21

Ad: Clay Today, May 4, 2017

Time Close: 1:45

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

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

| | Bidder | Copies | W9 | Insurance | Total Amount |
|----|---|--------|----|-----------|----------------|
| 1 | Big Eye | ✓ | ✓ | ✓ | TBD |
| 2 | Jake 5 Media Group LLC | ✓ | ✓ | ✓ | TBD |
| 3 | Erok Advertising & Design | ✓ | ✓ | ✓ | TBD |
| 4 | Visionary Media Productions | ✓ | ✓ | ✓ | TBD |
| 5 | Burdette Ketchum | ✓ | ✓ | ✓ | TBD |
| 6 | C7 Creative | ✓ | ✓ | ✓ | TBD |
| 7 | Adeaban | ✓ | ✓ | ✓ | TBD |
| 8 | Perceptive | ✓ | ✓ | ✓ | TBD |
| 9 | Connect Marketing Agency | ✓ | ✓ | ✓ | TBD |
| 10 | Pacific 54 | ✓ | ✓ | ✓ | TBD |
| 11 | Madden Media | ✓ | ✓ | ✓ | TBD |
| 12 | Station Don | ✓ | | | TBD |
| 13 | Frontier Communications of Florida | ✓ | ✓ | ✓ | TBD |
| 14 | DDB Canada | | | | no Bid |
| 15 | Racayo Advertising | | | | no Bid |

Staff Assigned to tabulate bids and make recommendations:

Evaluation Committee

Name

Title

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

Bid Opening Witnessed By: Donna Fish
(BCC)

[Signature]
Clerk
[Signature]
Department Representative



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Finance and Audit Committee

DATE: 8/8/2017

FROM: Karen Thomas, Administrative &
Contractual Services

SUBJECT: Approval to post notice of intent and award Bid #16/17-36, SHIP Rehabilitation Project - St Johns Avenue, to Denmark Builders in the amount of \$28,278.00. Approval will be effective after 72 hour bid protest period has expired assuming no protest are received. Funding Source: 116-0110-549800 (SHIP Program Fund / SHIP Program Activities / Program Services) (H. Coyle)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bid provides rehabilitation construction services for the special needs of the owner.

Is Funding Required (Yes/No):
Yes

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

Funding Source: SHIP Program Fund / SHIP Program Activities / Program Services
Account # 116-0110-549800 Amount - \$28,278.00

Sole Source (Yes/No):
No

Advanced Payment (Yes/No):
No

ATTACHMENTS:

Description

- ☐ [Memo - Comparison](#)
- ☐ [Denmark submittal](#)
- ☐ [Chad Willhite submittal](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|---|-----------------------|----------|----------------------|----------|
| Administrative and Contractual Services | Thomas, Karen | Approved | 8/10/2017 - 11:57 AM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 8:39 AM | |

Denmark Builders

Chad Willhite, Inc.

| Trade# | Spec# | Item Description | Quantity | Units | Unit Price | Extended Price | Unit Price | Extended Price |
|-----------|-------|---|----------|-------|------------|----------------|------------|----------------|
| Location: | | General Requirements | | | | | | |
| | | General Requirements | | | | | | |
| 1 | 2 | Inspections | 1 | GR | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 10 | Owner Accepts Scope of Work | 1 | DU | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 14 | Contractor Accepts Scope of Work | 1 | DU | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 35 | Verify Quantities/Measurements | 1 | GR | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 36 | Building Permit Required | 1 | EA | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 37 | Electrical Permit Required | 1 | EA | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 38 | Plumbing Permit Required | 1 | EA | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 40 | All Permits Required | 1 | AL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 45 | Contractor Pre-bid Site Visit | 1 | DU | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 60 | Job Behavior | 1 | GR | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 77 | New Materials Required | 1 | GR | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 78 | Workmanship Standards | 1 | GR | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 85 | Close-in Inspections Required | 1 | GR | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 90 | 1-Year General Warranty | 1 | DU | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 115 | Periodically Remove Debris | 1 | DU | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 132 | Accessibility - Fully Accessible Unit | 1 | GR | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 134 | Accessibility - Accessible Entry | 1 | GR | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 136 | Accessibility Requirements - Component Replacement | 1 | GR | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1 | 138 | Adaptability - Blocking with Access to Framing | 1 | GR | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Location: | | Exterior | | | | | | |
| | | Demolition & Disposal | | | | | | |
| 5 | 746 | Demo Chimney | 1 | EA | \$500.00 | \$500.00 | | \$2,400.00 |
| | | Carpentry | | | | | | |
| 10 | 2240 | Joist-Sister 2" x 6" | 122 | LF | \$4.00 | \$488.00 | | \$1,400.00 |
| 10 | 2312 | Subfloor-3/4" | 80 | SF | \$6.00 | \$480.00 | | \$740.00 |
| 10 | 2795 | Window Repair | 1 | EA | \$225.00 | \$225.00 | | \$460.00 |
| 10 | 3075 | Door Casing - Replace | 1 | LF | \$125.00 | \$125.00 | | \$310.00 |
| 10 | 3185 | Door - Prehung Metal Entrance | 1 | EA | \$800.00 | \$800.00 | | \$1,100.00 |
| 10 | 3270 | Door Jamb Piece-in | 1 | EA | \$300.00 | \$300.00 | | \$180.00 |
| 10 | 3975 | Wheelchair Ramp | 250 | SF | \$6.00 | \$1,500.00 | | \$3,140.00 |
| | | Roofing | | | | | | |
| 15 | 4492 | Roof Sheathing 3/4" | 65 | SF | \$5.00 | \$325.00 | | \$1,400.00 |
| 15 | 4580 | Tear off and Reroof- Shingles | 18 | SQ | \$340.00 | \$6,120.00 | | \$14,750.00 |
| 15 | 4755 | Fascia 1" x 6" | 70 | LF | \$8.00 | \$560.00 | | \$610.00 |
| | | Floor Coverings | | | | | | |
| 20 | 5956 | Resilient Vinyl Plank Flooring - Install (Back Porch) | 80 | SF | \$5.00 | \$400.00 | | \$1,100.00 |

Denmark Builders

Chad Willhite, Inc.

| Trade# | Spec# | Item Description | Quantity | Units | Unit Price | Extended Price | Unit Price | Extended Price |
|------------------|-------|--|----------|-------|-------------|----------------|-------------|----------------|
| Location: | | Whole House | | | | | | |
| | | HVAC | | | | | | |
| 21 | 6176 | Heat Pump - Service | 1 | EA | \$300.00 | \$300.00 | | \$750.00 |
| | | Plumbing | | | | | | |
| 22 | 7190 | Water Supply - 1 Bath House | 1 | EA | \$4,350.00 | \$4,350.00 | | \$5,900.00 |
| 23 | | Electric | | | | | | |
| 23 | 7811 | Smoke Detector - Hard Wired - Interconnected | 4 | EA | \$175.00 | \$700.00 | | \$1,100.00 |
| Location: | | Bathroom | | | | | | |
| | | Demolition and Disposal | | | | | | |
| 5 | 760 | Demolish and Remove | 1 | SF | \$650.00 | \$650.00 | | \$1,800.00 |
| | | Carpentry | | | | | | |
| 10 | 4105 | Floor System - Bathroom and Kitchen | 70 | SF | \$12.00 | \$840.00 | | \$1,400.00 |
| | | Ceramic Tile | | | | | | |
| 18 | 5425 | Ceramic Floor Tile | 70 | SF | \$15.00 | \$1,050.00 | | \$900.00 |
| 18 | 5430 | Ceramic Wall Tile | 80 | SF | \$15.00 | \$1,200.00 | | \$800.00 |
| | | Plumbing | | | | | | |
| 22 | 6827 | Wall-Mount Sink | 1 | EA | \$500.00 | \$500.00 | | \$600.00 |
| 22 | 6930 | Shower Diverter - Single Control | 1 | EA | \$400.00 | \$400.00 | | \$300.00 |
| 22 | 7010 | Commode - Replace 1.6 GPF | 1 | EA | \$450.00 | \$450.00 | | \$750.00 |
| | | Electric | | | | | | |
| 23 | 8137 | Update Existing Electric - Bathroom | 1 | RM | \$750.00 | \$750.00 | | \$3,800.00 |
| Location: | | Kitchen | | | | | | |
| | | General Requirements | | | | | | |
| 1 | 136 | Accessibility Requirements - Component Replacement | 1 | GR | \$0.00 | \$0.00 | | \$1,800.00 |
| | | Carpentry | | | | | | |
| 10 | 3715 | Cabinet - Wood Base | 12 | LF | \$200.00 | \$2,400.00 | | \$2,400.00 |
| 10 | 3750 | Counter Top - Plastic Laminate | 12 | LF | \$50.00 | \$600.00 | | \$800.00 |
| | | Floor Coverings | | | | | | |
| 20 | 5956 | Resilient Vinyl Plank Flooring - Install | 90 | SF | \$5.00 | \$450.00 | | \$800.00 |
| | | Plumbing | | | | | | |
| 22 | 6810 | Faucet - Kitchen Single Lever - 2.0 GPM | 1 | EA | \$250.00 | \$250.00 | | \$300.00 |
| 22 | 6835 | Sink - Double Bowl Complete | 1 | EA | \$450.00 | \$450.00 | | \$600.00 |
| | | Electric | | | | | | |
| 23 | 7600 | Receptacle - GFCI Countertop 20 AMP | 3 | EA | \$100.00 | \$300.00 | | \$280.00 |
| | | Appliances | | | | | | |
| 25 | 8490 | Dishwasher - 2-Cycle | 1 | EA | \$500.00 | \$500.00 | | \$750.00 |
| Location: | | Bedroom (Master) | | | | | | |
| | | Carpentry | | | | | | |
| 10 | 3375 | Door - Wood Bi-Fold | 1 | EA | \$75.00 | \$75.00 | | \$60.00 |
| 10 | 4020 | Wire Shelving with Rod | 12 | LF | \$20.00 | \$240.00 | | \$60.00 |
| | | | | | \$28,278.00 | | \$53,540.00 | |

Staff assigned to tabulate bids and make recommendations:

Name: Theresa Sumner

Title:

SHIP Administrator

Funding Source: 116-0110-549800

Director of Economic and Development Services

Recommendation: A formal SHIP walkthrough was held on 7/20/17. Five Contractors attended. Two submitted bids. It is our recommendation that the bid be awarded to: Denmark Builders, LLC as the most responsive and/or lowest bid.

N/A

BID TABULATION FORM

Bid 16/17-36

Date: August 1, 2017

Proj: SHIP Rehabilitation Project - St Johns Avenue

Time Open: 1:00

Ad: Clay Today, June 29, 2017

Time Close: 1:06

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

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

| | Bidder | Receipt of Addendum | Copies | W9 | Insurance | Total Amount |
|----|-----------------------|---------------------|--------|----|-----------|--------------|
| 1 | Denmark Builders Inc. | ✓ | ✓ | | | \$28,278.00 |
| 2 | Chad Willhite Inc. | ✓ | ✓ | ✓ | | \$53,540.00 |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
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| 11 | | | | | | |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | | | | | | |

Staff Assigned to tabulate bids and make recommendations:

Theresa Sumner
Name

SHIP Administrator
Title

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

Bid Opening Witnessed By: Gonna Fish
(BCC)

[Signature]
Clerk
[Signature]
Department Representative

SPECS BY LOCATION/TRADE

7/25/2017

Pre-Bid Site Visit: Yes
 Bidding Open Date: 8/1/2017
 Bidding Close Date: 7/31/2017
 Initial: [Signature]

Case Number: SJHP 5891
 Project Manager: Jeremy Blank
 Phone: 904-622-6051

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

2 INSPECTIONS

1.00 GR

0

0

All Agency inspections are to be as complete as possible based on the condition of the home at the time of inspection. Not all defects are visible at the time of initial inspection. Defects may be uncovered during the rehab process, changing the scope of work. The Agency or its representatives are not responsible for unseen items. Not all items that have defect will be listed on the work order. Priorities have been determined by the Agency.

Initial inspections and work orders are created based on the following criteria:

1. Health and safety of the client
2. Items in home to protect the home from further damage
3. Needs of the client based on aging in place, accessibility
4. Energy saving measures
5. Budget provided by Agency

It may be necessary to add or remove items from initial work order based on any of the above criteria in order to maintain the best product for all parties involved.

I understand the statement above:

Owner _____ Date _____

Contractor [Signature] Date 07/31/2017

10 OWNER ACCEPTS SCOPE OF WORK

1.00 DU

0

0

The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work.

x _____ x _____
 Applicant Date Applicant Date

14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

0

0

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of 07/20 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work. These changes must be approved by the department from which the scope of work was issued.

Some specifications are considered to be general in nature and specifics will be discussed at walk through of project. It is the responsibility of the contractor to verify any misunderstandings prior to work or bid being awarded.

x [Signature] 07/31/2017
 Contractor Date

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

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR

00

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

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

36 BUILDING PERMIT REQUIRED

1.00 EA

00

The contractor is responsible for submitting this owner-prepared work write up to the building department, applying for, paying for and receiving a building permit prior to starting any work.

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

37 ELECTRICAL PERMIT REQUIRED

1.00 EA

00

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

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

38 PLUMBING PERMIT REQUIRED

1.00 EA

00

Prior to the start of work, the contractor shall: create a riser diagram, septic layout and all other documentation needed to apply for, pay for and receive a plumbing permit on behalf of the owner.

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

40 ALL PERMITS REQUIRED

1.00 AL

00

The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: _____
Plumbing; _____ Electric; _____ HVAC; _____ Building; _____ Zoning; _____ Lead Abatement; _____ Asbestos
Abatement.

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

45 CONTRACTOR PRE-BID SITE VISIT

1.00 DU

00

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

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

60 JOB BEHAVIOR

1.00 GR

00

The following behaviors in any worker shall not be permitted and may result in the owner terminating the contract for cause: swearing, drinking alcoholic beverages on site and racist remarks.

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

77 NEW MATERIALS REQUIRED

1.00 GR

00

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

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

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

78 WORKMANSHIP STANDARDS

1.00 GR

00

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

It is at the discretion of the Agency or Agency Representative to approve or deny the quality of work in the project. Poor workmanship will not be accepted and will need to be approved prior to final payment. Partial payments are determined by the Agency and/or purchasing guidelines for that Agency.

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

85 CLOSE-IN INSPECTIONS REQUIRED

1.00 GR

00

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

Code compliance must be met prior to covering any work. Agency Inspections do not supercede local building codes.

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

90 1 YEAR GENERAL WARRANTY

1.00 DU

00

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

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

115 PERIODICALLY REMOVE DEBRIS

1.00 DU

00

The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least once each week, and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters daily.

132 ACCESSIBILITY--FULLY ACCESSIBLE UNIT

1.00 GR

00

The dwelling unit must comply with ICC /ANSI A117.1, Type A, Fully Accessible guidelines. Accessible components include but are not limited to: Entry to the unit; doorway clearance throughout the unit; bathroom accessibility; kitchen accessibility; clear floor spaces; thresholds; grab bars; obstructions.

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

134 ACCESSIBILITY--ACCESSIBLE ENTRY

1.00 GR

00

The dwelling unit must have an accessible entry per ICC /ANSI A117.1 including but not limited to wheelchair access.

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

136 ACCESSIBILITY REQUIREMENTS-COMPONENT REPLACEMENT

1.00 GR

00

All components installed that affect accessibility, including but not limited to light switches, electrical receptacles, hand rails, grab bars, stairs, and ramps, must be installed to conform with ICC/ANSI A117.1-2003. The height of the top of new or reinstalled handrails on stairs shall be between 34" and 36" measured from the top of the nosing of the stair treads and on ramps between 34" and 36" from the surface of the ramp. Handrails shall have a minimum 1.5" clearance between the inside of the rail and any wall. All new light switches, electrical receptacles, thermostats, etc. will be placed within reach of occupants with physical challenges per ICC/ANSI A117.1-2003, e.g. a maximum 48" above the floor for light switches and a minimum of 15" above the floor for electrical receptacles.

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

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

138 ADAPTABILITY-BLOCKING WITH ACCESS TO FRAMING1.00 GR 0 0

When the interior wall finishes of a room are removed to expose the framing blocking will be installed to facilitate the installation of grab bars or hand rails in the future to meet ICC/ANSI A117.1-2003. Examples include blocking in shower stalls, in tub shower units, in alcoves for commodes, and in staircases.

Location Total: 0

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

746 DEMO CHIMNEY1.00 EA 500.00 500.00

Remove surplus masonry chimney by hand. After securing site and removing all potentially damaged vehicles, chisel bricks at mortar line to disassemble the chimney.

DROP BELOW ROOF LINE, ADD RAFTER AND DECKING

Trade: 10 Carpentry

2240 JOIST--SISTER 2"X6"122.00 LF 4.00 488.00

Jack joist level and sister 2"x6" joist using a triangulated nailing pattern and cement coated nails, 8" on center.

BACK PORCH UNDER DOOR WHERE ROTTED

2312 SUBFLOOR--3/4"80.00 SF 6.00 480.00

Install 3/4" tongue and groove CDX plywood decking nailed 8" on center using screw shank or cement coated nails.

BACK PORCH//UTILITY

2795 WINDOW REPAIR1.00 EA 225.00 225.00

Repair window without replacing sash. Replace broken and cracked glass with double strength glass or same as existing. Remove loose glazing compound and reglaze. Repair and adjust window to open and close smoothly, with brass plated lifts and locks, and sash chains or nylon reinforced cords. Raise the top sash, secure it in place with exposed finish nails or screws and caulk.

WINDOWS ARE KINKO

3075 DOOR CASING--REPLACE1.00 LF 125.00 125.00

Dispose of all cracked, split or damaged door casing. Install casing to match existing as closely as possible. Include drip cap.

FRONT DOOR

3185 DOOR--PREHUNG METAL ENTRANCE1.00 EA 800.00 800.00

Dispose of door and frame. Install a prehung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, factory kerf, vinyl-clad foam weatherstripping, interlocking threshold, one keyed entrance lever-handled lockset, and one mortised single-cylinder deadbolt, keyed alike. Provide owner with minimum 2 keys. Prime and top coat.

BACK DOOR

3270 DOOR JAMB PIECE-IN1.00 EA 300.00 300.00

Cut out damaged section of door jamb. Piece-in section flush with surface, using #2 pine, carpenters glue and finish nails. Reattach all hardware.

REPLACE DOOR JAMB ON FRONT DOOR AND REHANG EXISTING DOOR, PRIME AND PAINT.

3975 WHEELCHAIR RAMP250.00 SF 6.00 1500.00

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Replace existing decking boards on rear ramp. Repair joists where rot may have occurred, secure and add framing to deck on rear where ramp attaches to deck. Replace approximately 25 sq ft of 2x6 PT decking on back deck.

Rebuild front ramp in its existing location. Remove existing ramp and dispose of and build new ramp using 4x4 posts, properly sized stringers and 5/4 decking. Ramp may not meet complete ADA standards of 1/12 pitch due to landing location. Include all appropriate railings.

Trade: 15 Roofing

| | | | | | |
|------|---------------------|-------|----|-------------|---------------|
| 4492 | ROOF SHEATHING 3/4" | 65.00 | SF | <u>5.00</u> | <u>325.00</u> |
|------|---------------------|-------|----|-------------|---------------|

Install 3/4" PINE sheathing to match existing in exposed areas of soffit. plywood can be used on areas covered by shingles.

INSTALL NEW DECKING AT SOUTH EAST CORNER AND OTHER ROTTED AREAS AFTER ROOF IS REMOVED.

INSTALL NEW BOARDS WHERE CHIMNEY WILL BE REMOVED

| | | | | | |
|------|-------------------------------|-------|----|---------------|----------------|
| 4580 | TEAR OFF AND REROOF--SHINGLES | 18.00 | SQ | <u>340.00</u> | <u>6120.00</u> |
|------|-------------------------------|-------|----|---------------|----------------|

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

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

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

| | | | | | |
|------|---------------|-------|----|-------------|---------------|
| 4755 | FASCIA 1"X 6" | 70.00 | LF | <u>8.00</u> | <u>560.00</u> |
|------|---------------|-------|----|-------------|---------------|

Install a 1"x 6", #2 pine fascia with bevel cut joints using galvanized finish nails. Caulk over joints, and prime.

LOCATIONS AT FRONT OF HOME. SOUTH SIDE OF GABLE EAST SIDE OVER AC UNIT

Trade: 20 Floor Coverings

| | | | | | |
|------|---|-------|----|-------------|---------------|
| 5956 | RESILIENT VINYL PLANK FLOORING--INSTALL | 80.00 | SF | <u>5.00</u> | <u>400.00</u> |
|------|---|-------|----|-------------|---------------|

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

BACK PORCH

Location Total: 11,823.00

Location: 3 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|-----------|------|----------|-------|------------|-------------|
| Trade: 21 | HVAC | | | | |

| | | | | | |
|------|-------------------|------|----|---------------|---------------|
| 6176 | HEAT PUMP-SERVICE | 1.00 | EA | <u>300.00</u> | <u>300.00</u> |
|------|-------------------|------|----|---------------|---------------|

Service HVAC unit. Inside and out. Verify proper working pressures, reversing valve and blower motor.

Must provide documentation of work performed and results.

Trade: 22 Plumbing

| | | | | | |
|------|----------------------------|------|----|----------------|----------------|
| 7190 | WATER SUPPLY--1 BATH HOUSE | 1.00 | EA | <u>4350.00</u> | <u>4350.00</u> |
|------|----------------------------|------|----|----------------|----------------|

Remove all water supply from meter on, to code legal dump. Install type M copper supply lines with 3/4" main or code compliant pipe, 1/2" fixture grouping trunk, and 3/8" individual supply lines to service one 3-piece bath, kitchen & laundry

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 3 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 22 Plumbing

area. Installation shall be complete, code compliant, fully usable, and include shut-off valves, chromed fixture supply lines & air gaps.

Trade: 23 Electric

7811 SMOKE DETECTOR--HARD WIRED--INTERCONNECTED

4.00 EA

175.00700.00

Install a UL approved, ceiling mounted smoke and heat detector, permanently wired into a receptacle box with battery back-up, and interconnected with all other hard-wired smoke detectors in the unit.

Location Total: 5350.00

Location: 4 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 5 Demolition & Disposal

760 DEMOLISH AND REMOVE

1.00 SF

650.00650.00

Demolish specified portion of structure and dispose of debris from property to code legal dump.

REMOVE THE ENTIRE FLOOR FROM BATHROOM ALONG WITH CABINETS, SINK, COMMODE AND WALL TILE AT SHOWER

Trade: 10 Carpentry

4105 FLOOR SYSTEM--BATH/KITCHEN

70.00 SF

12.00840.00

Remove all fixtures not built in. Dispose of floor assembly. Install 2"x 10" joists hung 16" on center, 5/8" subfloor, concrete backer board base ready for tile

Trade: 18 Ceramic Tile

5425 CERAMIC FLOOR TILE

70.00 SF

15.001050.00

Using adhesive, lay owner's choice of ceramic floor tile over 1/2" reinforced cement board, screwed to subfloor overlapping seams in the subfloor by at least 6". Install a 3" marble threshold at door. After at least 24 hours drying time, apply grout. Clean floor and apply mildew resistant white Low VOC silicone caulk to all edge seams and pipe penetrations.

PITCH FLOOR TO DRAIN IN SHOWER AREA

5430 CERAMIC WALL TILE

80.00 SF

15.001200.00

Install owner's choice of ceramic wall tile over a sound surface with troweled adhesive. Include preformed base, cap, stop, return and trimmer pieces to complete installation. After at least 24 hours drying time, apply latex based portland cement grout. Clean all excess grout and apply mildew resistant white silicone caulk at all seams, fixture lips and pipe penetrations.

Trade: 22 Plumbing

6827 WALL-MOUNT SINK

1.00 EA

500.00500.00

Disconnect all plumbing supply and waste lines, and remove wall-mount sink, trap, and faucet assembly. Remove existing wall-mount sink bracket, and install new bracket, as necessary, compatible with new sink configuration.

Install new, wall-mount sink, washerless, metal bodied, dual control faucet with a 15 year drip-free warranty, trap, and supply line shut-off valves. Apply siliconized latex caulk at wall, and reconnect all plumbing supply and waste lines.

6930 SHOWER DIVERter--SINGLE CONTROL

1.00 EA

400.00400.00

Install a single lever, metal shower diverter and Delta 6122 or similar water saving shower head with 15 year drip-free warranty.

7010 COMMODE--REPLACE--1.6 GPF

1.00 EA

450.00450.00

Re-install existing commode in bathroom at same location using new flange and wax ring and new bolts

Trade: 23 Electric

8137 UPDATE EXISTING ELECTRIC - BATHROOM

1.00 RM

750.00750.00

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 4 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Update the electrical fixtures in the bathroom including:

- 1) One 20A GFCI receptacle located near sink with a 20 AMP circuit installed no more than 45" from the floor.
- 2) An ENERGY STAR approved ceiling mounted Fan/Light fixture, such as the NuTone QTREN080FLT, or a Broan QTXE080FLT capable of min. 80 CFM operating at 1 Sone or less, with an integral damper, and vented to the exterior. The fixture must accommodate 2 - GU24 fluorescent lamps. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.505 (in Ivory) http://www.energyfederation.org/consumer/default.php/cPath/39_766_134 or equipped with a humidistat sensor. Install galvanized metal duct the same diameter as the fan outlet and vent to the exterior ideally through a wall or gable end using a metal hooded vent of like diameter and with damper. All duct seams shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 8 minimum duct insulation. Repair any damage to the ceiling installation and air seal fan/light assembly to the ceiling with low VOC caulk and air seal fan/light assembly to the ceiling with low VOC caulk.
- 3) One wall mounted chrome or nickel finish vanity light fixture using 3 - 13 watt GU24 base bulbs such as the Portfolio Model # 26534 or the Efficient Lighting 3 lamp fixture model # EL-210-03-318 installed above the sink.

Location Total: 5840.00

Location: 5 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

136 ACCESSIBILITY REQUIREMENTS-COMPONENT REPLACEMENT

1.00 GR 0 0

All components installed that affect accessibility, including but not limited to light switches, electrical receptacles, hand rails, grab bars, stairs, and ramps. must be installed to conform with ICC/ANSI A117.1-2003. The height of the top of new or reinstalled handrails on stairs shall be between 34" and 36" measured from the top of the nosing of the stair treads and on ramps between 34" and 36" from the surface of the ramp. Handrails shall have a minimum 1.5" clearance between the inside of the rail and any wall. All new light switches, electrical receptacles, thermostats, etc. will be placed within reach of occupants with physical challenges per ICC/ANSI A117.1-2003, e.g. a maximum 48" above the floor for light switches and a minimum of 15" above the floor for electrical receptacles.

Trade: 10 Carpentry

3715 CABINET--WOOD BASE

12.00 LF 200.00 2400.00

Replace base cabinets. Install base cabinet with doors of solid birch or ash stiles and veneered plywood panels. Frame with solid birch or ash stiles, 1/4" veneered plywood sides and metal or plastic corner bracing. Drawers shall be made of wood or composition material. Owner's choice of two in-stock designs.

3750 COUNTER TOP--PLASTIC LAMINATE

12.00 LF 50.00 600.00

Dispose of counter top. Field measure and screw to base cabinet a post formed, plastic laminate counter top. Provide cutout for sink. Owner's choice of in-stock color and texture.

LOWER SINK IN KITCHEN AND CREATE KNEE SPACE BELOW

Trade: 20 Floor Coverings

5956 RESILIENT VINYL PLANK FLOORING--INSTALL

90.00 SF 5.00 450.00

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

Trade: 22 Plumbing

6810 FAUCET--KITCHEN SINGLE LEVER--2.0 GPM

1.00 EA 250.00 250.00

Install a single lever, washerless, metal bodied faucet with 15 year drip-free guarantee and maximum flow of 2 gallons per minute.

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 5 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 22 Plumbing

6835 SINK--DOUBLE BOWL COMPLETE

1.00 EA

450.00450.00

Install a 22 gauge 33" x 22" x 7" double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet, rated at 2.0 GPM or less, with a 15 year drip-free warranty, grease trap, supply lines, full port ball type shut-off valves & escutcheon plates on all supply & drain lines. NOTE: All copper is to be soldered (no compression fittings) & all PVC fittings glued.

Trade: 23 Electric

7600 RECEPTACLE--GFCI COUNTERTOP 20 AMP

3.00 EA

100.00300.00

Replace existing with new.

Trade: 25 Appliances

8490 DISHWASHER--2 CYCLE

1.00 EA

500.00500.00

Provide and install a white, 2 cycle, built-in dishwasher including all alterations and connections to plumbing and electric system. \$245 allowance for delivered equipment.

SPECIAL CIRCUMSTANCE FOR CLIENT

Location Total:

4,950.00

Location: 6 - Bedroom// Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 10 Carpentry

3375 DOOR--WOOD BIFOLD

1.00 EA

75.0075.00

Hang and adjust existing bifold door.

4020 WIRE SHELVEING WITH ROD

12.00 LF

20.00240.00

Install 12" vinyl clad wire shelving with integral clothes rod, cut to width of closet and capped. Use manufacturer's hardware and installation method.

LOWER EXISTING SHELVEING FOR EASE OF CLIENT USE.

Location Total:

315.00

Unit Total for 600 St. Johns Ave , Unit Clay SHIP 5891:

28,278.00 ✓

Address Grand Total for 600 St. Johns Ave :

28,278.00

Bidder:

Denmark Builders LLC.

BID No. 16/17-36, SHIP Rehabilitation Project – St Johns Avenue

CORPORATE DETAILS

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

COMPANY NAME: Denmark Builders

ADDRESS: 6920 Winterberry Ct.
Keystone Heights, FL 32656

TELEPHONE: 904-622-6051

FAX #: _____

E-MAIL: jeremy @ denmarkbuilders.com

Name of Person submitting Bid: Jeremy Blank

Title: Secretary


Signature: 

Date: 07/31/2017

Area Representative Contact Information: Jeremy Blank
904-622-6051

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 07/31/2017 Acknowledged by: 

Addendum No. 2 Date: 07/31/2017 Acknowledged by: 

Addendum No. _____ Date: _____ Acknowledged by: _____

SPECS BY LOCATION/TRADE

7/25/2017

Pre-Bid Site Visit: _____
Bidding Open Date: _____
Bidding Close Date: _____
Initial: _____

Case Number: SJHP 5891
Project Manager: _____
Phone: _____

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|-----------------|-----------------------------|----------|-------|------------|-------------|
| Trade: <u>1</u> | <u>General Requirements</u> | | | | |

2 INSPECTIONS

1.00 GR

All Agency inspections are to be as complete as possible based on the condition of the home at the time of inspection. Not all defects are visible at the time of initial inspection. Defects may be uncovered during the rehab process, changing the scope of work. The Agency or its representatives are not responsible for unseen items. Not all items that have defect will be listed on the work order. Priorities have been determined by the Agency.

Initial inspections and work orders are created based on the following criteria:

1. Health and safety of the client
2. Items in home to protect the home from further damage
3. Needs of the client based on aging in place, accessibility
4. Energy saving measures
5. Budget provided by Agency

It may be necessary to add or remove items from initial work order based on any of the above criteria in order to maintain the best product for all parties involved.

I understand the statement above:

Owner _____ Date _____

Contractor _____ Date _____

10 OWNER ACCEPTS SCOPE OF WORK

1.00 DU

The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work.

x _____ x _____
Applicant Date Applicant Date

14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of 7-20-17 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work. These changes must be approved by the department from which the scope of work was issued.

Some specifications are considered to be general in nature and specifics will be discussed at walk through of project. It is the responsibility of the contractor to verify any misunderstandings prior to work or bid being awarded.

x Carl Wallin 7-27-17
Contractor Date

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

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|--|---------------------------------------|----------|-------|------------|-------------|
| Trade: 1 | General Requirements | | | | |
| 35 | VERIFY QUANTITIES/MEASUREMENTS | 1.00 | GR | | |
| All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission. | | | | | |
| THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID. THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT | | | | | |
| 36 | BUILDING PERMIT REQUIRED | 1.00 | EA | | |
| The contractor is responsible for submitting this owner-prepared work write up to the building department, applying for, paying for and receiving a building permit prior to starting any work. | | | | | |
| THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID. THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT | | | | | |
| 37 | ELECTRICAL PERMIT REQUIRED | 1.00 | EA | | |
| Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner. | | | | | |
| THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID. THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT | | | | | |
| 38 | PLUMBING PERMIT REQUIRED | 1.00 | EA | | |
| Prior to the start of work, the contractor shall: create a riser diagram, septic layout and all other documentation needed to apply for, pay for and receive a plumbing permit on behalf of the owner. | | | | | |
| THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID. THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT | | | | | |
| 40 | ALL PERMITS REQUIRED | 1.00 | AL | | |
| The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: _____ Plumbing; _____ Electric; _____ HVAC; _____ Building; _____ Zoning; _____ Lead Abatement; _____ Asbestos Abatement. | | | | | |
| THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID. THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT | | | | | |
| 45 | CONTRACTOR PRE-BID SITE VISIT | 1.00 | DU | | |
| The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction. | | | | | |
| THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID. THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT | | | | | |
| 60 | JOB BEHAVIOR | 1.00 | GR | | |
| The following behaviors in any worker shall not be permitted and may result in the owner terminating the contract for cause: swearing, drinking alcoholic beverages on site and racist remarks. | | | | | |
| THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID. THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT | | | | | |
| 77 | NEW MATERIALS REQUIRED | 1.00 | GR | | |
| All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist. | | | | | |
| THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID. THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT | | | | | |

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

78 WORKMANSHIP STANDARDS

1.00 GR

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

It is at the discretion of the Agency or Agency Representative to approve or deny the quality of work in the project. Poor workmanship will not be accepted and will need to be approved prior to final payment. Partial payments are determined by the Agency and/or purchasing guidelines for that Agency.

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

85 CLOSE-IN INSPECTIONS REQUIRED

1.00 GR

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

Code compliance must be met prior to covering any work. Agency Inspections do not supercede local building codes.

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

90 1 YEAR GENERAL WARRANTY

1.00 DU

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

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

115 PERIODICALLY REMOVE DEBRIS

1.00 DU

The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least once each week, and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters daily.

132 ACCESSIBILITY--FULLY ACCESSIBLE UNIT

1.00 GR

The dwelling unit must comply with ICC /ANSI A117.1, Type A, Fully Accessible guidelines. Accessible components include but are not limited to: Entry to the unit; doorway clearance throughout the unit; bathroom accessibility; kitchen accessibility; clear floor spaces; thresholds; grab bars; obstructions.

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

134 ACCESSIBILITY--ACCESSIBLE ENTRY

1.00 GR

The dwelling unit must have an accessible entry per ICC /ANSI A117.1 including but not limited to wheelchair access.

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

136 ACCESSIBILITY REQUIREMENTS-COMPONENT REPLACEMENT

1.00 GR

All components installed that affect accessibility, including but not limited to light switches, electrical receptacles, hand rails, grab bars, stairs, and ramps. must be installed to conform with ICC/ANSI A117.1-2003. The height of the top of new or reinstalled handrails on stairs shall be between 34" and 36" measured from the top of the nosing of the stair treads and on ramps between 34" and 36" from the surface of the ramp. Handrails shall have a minimum 1.5" clearance between the inside of the rail and any wall. All new light switches, electrical receptacles, thermostats, etc. will be placed within reach of occupants with physical challenges per ICC/ANSI A117.1-2003, e.g. a maximum 48" above the floor for light switches and a minimum of 15" above the floor for electrical receptacles.

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

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

138 ADAPTABILITY-BLOCKING WITH ACCESS TO FRAMING

1.00 GR

When the interior wall finishes of a room are removed to expose the framing blocking will be installed to facilitate the installation of grab bars or hand rails in the future to meet ICC/ANSI A117.1-2003. Examples include blocking in shower stalls, in tub shower units, in alcoves for commodes, and in staircases.

Location Total:

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

746 DEMO CHIMNEY

1.00 EA

Remove surplus masonry chimney by hand. After securing site and removing all potentially damaged vehicles, chisel bricks at mortar line to disassemble the chimney.

DROP BELOW ROOF LINE, ADD RAFTER AND DECKING

2400

Trade: 10 Carpentry

2240 JOIST--SISTER 2"x6"

122.00 LF

Jack joist level and sister 2"x6" joist using a triangulated nailing pattern and cement coated nails, 8" on center.

BACK PORCH UNDER DOOR WHERE ROTTED

1400**2312 SUBFLOOR--3/4"**

80.00 SF

Install 3/4" tongue and groove CDX plywood decking nailed 8" on center using screw shank or cement coated nails.

BACK PORCH//UTILITY

740**2795 WINDOW REPAIR**

1.00 EA

Repair window without replacing sash. Replace broken and cracked glass with double strength glass or same as existing. Remove loose glazing compound and reglaze. Repair and adjust window to open and close smoothly, with brass plated lifts and locks, and sash chains or nylon reinforced cords. Raise the top sash, secure it in place with exposed finish nails or screws and caulk.

WINDOWS ARE KINKO

460**3075 DOOR CASING--REPLACE**

1.00 LF

Dispose of all cracked, split or damaged door casing. Install casing to match existing as closely as possible. Include drip cap.

FRONT DOOR

310**3185 DOOR--PREHUNG METAL ENTRANCE**

1.00 EA

Dispose of door and frame. Install a prehung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, factory kerf, vinyl-clad foam weatherstripping, interlocking threshold, one keyed entrance lever-handled lockset, and one mortised single-cylinder deadbolt, keyed alike. Provide owner with minimum 2 keys. Prime and top coat.

BACK DOOR

1100**3270 DOOR JAMB PIECE-IN**

1.00 EA

Cut out damaged section of door jamb. Piece-in section flush with surface, using #2 pine, carpenters glue and finish nails. Reattach all hardware.

REPLACE DOOR JAMB ON FRONT DOOR AND REHANG EXISTING DOOR, PRIME AND PAINT.

180**3975 WHEELCHAIR RAMP**

250.00 SF

3140

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Replace existing decking boards on rear ramp. Repair joists where rot may have occurred, secure and add framing to deck on rear where ramp attaches to deck. Replace approximately 25 sq ft of 2x6 PT decking on back deck.

Rebuild front ramp in its existing location. Remove existing ramp and dispose of and build new ramp using 4x4 posts, properly sized stringers and 5/4 decking. Ramp may not meet complete ADA standards of 1/12 pitch due to landing location. Include all appropriate railings.

Trade: 15 Roofing

| | | | | | |
|------|---------------------|-------|----|--|-------------|
| 4492 | ROOF SHEATHING 3/4" | 65.00 | SF | | <u>1400</u> |
|------|---------------------|-------|----|--|-------------|

Install 3/4" PINE sheathing to match existing in exposed areas of soffit. plywood can be used on areas covered by shingles.

INSTALL NEW DECKING AT SOUTH EAST CORNER AND OTHER ROTTED AREAS AFTER ROOF IS REMOVED.
INSTALL NEW BOARDS WHERE CHIMNEY WILL BE REMOVED

| | | | | | |
|------|-------------------------------|-------|----|--|---------------|
| 4580 | TEAR OFF AND REROOF--SHINGLES | 18.00 | SQ | | <u>14,750</u> |
|------|-------------------------------|-------|----|--|---------------|

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

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

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

| | | | | | |
|------|---------------|-------|----|--|------------|
| 4755 | FASCIA 1"X 6" | 70.00 | LF | | <u>610</u> |
|------|---------------|-------|----|--|------------|

Install a 1"x 6", #2 pine fascia with bevel cut joints using galvanized finish nails. Caulk over joints, and prime.

LOCATIONS AT FRONT OF HOME. SOUTH SIDE OF GABLE EAST SIDE OVER AC UNIT

Trade: 20 Floor Coverings

| | | | | | |
|------|---|-------|----|--|-------------|
| 5956 | RESILIENT VINYL PLANK FLOORING--INSTALL | 80.00 | SF | | <u>1100</u> |
|------|---|-------|----|--|-------------|

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

BACK PORCH

Location Total: 27,590

Location: 3 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|-----------|------|----------|-------|------------|-------------|
| Trade: 21 | HVAC | | | | |

| | | | | | |
|------|-------------------|------|----|--|------------|
| 6176 | HEAT PUMP-SERVICE | 1.00 | EA | | <u>750</u> |
|------|-------------------|------|----|--|------------|

Service HVAC unit. Inside and out. Verify proper working pressures, reversing valve and blower motor.

Must provide documentation of work performed and results.

Trade: 22 Plumbing

| | | | | | |
|------|----------------------------|------|----|--|-------------|
| 7190 | WATER SUPPLY--1 BATH HOUSE | 1.00 | EA | | <u>5900</u> |
|------|----------------------------|------|----|--|-------------|

Remove all water supply from meter on, to code legal dump. Install type M copper supply lines with 3/4" main or code compliant pipe, 1/2" fixture grouping trunk, and 3/8" individual supply lines to service one 3-piece bath, kitchen & laundry

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 3 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|-----------------|---|----------|-------|------------|-------------|
| Trade: 22 | Plumbing | | | | |
| | area. Installation shall be complete, code compliant, fully usable, and include shut-off valves, chromed fixture supply lines & air gaps. | | | | |
| Trade: 23 | Electric | | | | |
| 7811 | SMOKE DETECTOR--HARD WIRED--INTERCONNECTED | 4.00 | EA | | <u>1100</u> |
| | Install a UL approved, ceiling mounted smoke and heat detector, permanently wired into a receptacle box with battery back-up, and interconnected with all other hard-wired smoke detectors in the unit. | | | | |
| Location Total: | | | | | <u>7750</u> |

Location: 4 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|-----------|--|----------|-------|------------|-------------|
| Trade: 5 | Demolition & Disposal | | | | |
| 760 | DEMOLISH AND REMOVE | 1.00 | SF | | <u>1800</u> |
| | Demolish specified portion of structure and dispose of debris from property to code legal dump. | | | | |
| | REMOVE THE ENTIRE FLOOR FROM BATHROOM ALONG WITH CABINETS, SINK, COMMODE AND WALL TILE AT SHOWER | | | | |
| Trade: 10 | Carpentry | | | | |
| 4105 | FLOOR SYSTEM--BATH/KITCHEN | 70.00 | SF | | <u>1400</u> |
| | Remove all fixtures not built in. Dispose of floor assembly. Install 2"x 10" joists hung 16" on center, 5/8" subfloor, concrete backer board base ready for tile | | | | |
| Trade: 18 | Ceramic Tile | | | | |
| 5425 | CERAMIC FLOOR TILE | 70.00 | SF | | <u>900</u> |
| | Using adhesive, lay owner's choice of ceramic floor tile over 1/2" reinforced cement board, screwed to subfloor overlapping seams in the subfloor by at least 6". Install a 3" marble threshold at door. After at least 24 hours drying time, apply grout. Clean floor and apply mildew resistant white Low VOC silicone caulk to all edge seams and pipe penetrations. | | | | |
| | PITCH FLOOR TO DRAIN IN SHOWER AREA | | | | |
| 5430 | CERAMIC WALL TILE | 80.00 | SF | | <u>800</u> |
| | Install owner's choice of ceramic wall tile over a sound surface with troweled adhesive. Include preformed base, cap, stop, return and trimmer pieces to complete installation. After at least 24 hours drying time, apply latex based portland cement grout. Clean all excess grout and apply mildew resistant white silicone caulk at all seams, fixture lips and pipe penetrations. | | | | |
| Trade: 22 | Plumbing | | | | |
| 6827 | WALL-MOUNT SINK | 1.00 | EA | | <u>600</u> |
| | Disconnect all plumbing supply and waste lines, and remove wall-mount sink, trap, and faucet assembly. Remove existing wall-mount sink bracket, and install new bracket, as necessary, compatible with new sink configuration. | | | | |
| | Install new, wall-mount sink, washerless, metal bodied, dual control faucet with a 15 year drip-free warranty, trap, and supply line shut-off valves. Apply siliconized latex caulk at wall, and reconnect all plumbing supply and waste lines. | | | | |
| 6930 | SHOWER DIVERter--SINGLE CONTROL | 1.00 | EA | | <u>300</u> |
| | Install a single lever, metal shower diverter and Delta 6122 or similar water saving shower head with 15 year drip-free warranty. | | | | |
| 7010 | COMMODE--REPLACE--1.6 GPF | 1.00 | EA | | <u>750</u> |
| | Re-install existing commode in bathroom at same location using new flange and wax ring and new bolts | | | | |
| Trade: 23 | Electric | | | | |
| 8137 | UPDATE EXISTING ELECTRIC - BATHROOM | 1.00 | RM | | <u>3800</u> |

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 4 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Update the electrical fixtures in the bathroom including:

- 1) One 20A GFCI receptacle located near sink with a 20 AMP circuit installed no more than 45" from the floor.
- 2) An ENERGY STAR approved ceiling mounted Fan/Light fixture, such as the NuTone QTREN080FLT, or a Broan QTXE080FLT capable of min. 80 CFM operating at 1 Sone or less, with an integral damper, and vented to the exterior. The fixture must accommodate 2 - GU24 fluorescent lamps. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.505 (in Ivory) http://www.energyfederation.org/consumer/default.php/cPath/39_766_134 or equipped with a humidistat sensor. Install galvanized metal duct the same diameter as the fan outlet and vent to the exterior ideally through a wall or gable end using a metal hooded vent of like diameter and with damper. All duct seams shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 8 minimum duct insulation. Repair any damage to the ceiling installation and air seal fan/light assembly to the ceiling with low VOC caulk and air seal fan/light assembly to the ceiling with low VOC caulk.
- 3) One wall mounted chrome or nickel finish vanity light fixture using 3 - 13 watt GU24 base bulbs such as the Portfolio Model # 26534 or the Efficient Lighting 3 lamp fixture model # EL-210-03-318 installed above the sink.

Location Total: 10,350

Location: 5 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

136 ACCESSIBILITY REQUIREMENTS-COMPONENT REPLACEMENT

1.00 GR 1800

All components installed that affect accessibility, including but not limited to light switches, electrical receptacles, hand rails, grab bars, stairs, and ramps. must be installed to conform with ICC/ANSI A117.1-2003. The height of the top of new or reinstalled handrails on stairs shall be between 34" and 36" measured from the top of the nosing of the stair treads and on ramps between 34" and 36" from the surface of the ramp. Handrails shall have a minimum 1.5" clearance between the inside of the rail and any wall. All new light switches, electrical receptacles, thermostats, etc. will be placed within reach of occupants with physical challenges per ICC/ANSI A117.1-2003, e.g. a maximum 48" above the floor for light switches and a minimum of 15" above the floor for electrical receptacles.

Trade: 10 Carpentry

3715 CABINET--WOOD BASE

12.00 LF 2400

Replace base cabinets. Install base cabinet with doors of solid birch or ash stiles and veneered plywood panels. Frame with solid birch or ash stiles, 1/4" veneered plywood sides and metal or plastic corner bracing. Drawers shall be made of wood or composition material. Owner's choice of two in-stock designs.

3750 COUNTER TOP--PLASTIC LAMINATE

12.00 LF 800

Dispose of counter top. Field measure and screw to base cabinet a post formed, plastic laminate counter top. Provide cutout for sink. Owner's choice of in-stock color and texture.

LOWER SINK IN KITCHEN AND CREATE KNEE SPACE BELOW

Trade: 20 Floor Coverings

5956 RESILIENT VINYL PLANK FLOORING--INSTALL

90.00 SF 800

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

Trade: 22 Plumbing

6810 FAUCET--KITCHEN SINGLE LEVER--2.0 GPM

1.00 EA 300

Install a single lever, washerless, metal bodied faucet with 15 year drip-free guarantee and maximum flow of 2 gallons per minute.

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 5 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|-----------|----------|----------|-------|------------|-------------|
| Trade: 22 | Plumbing | | | | |

6835 SINK--DOUBLE BOWL COMPLETE

1.00 EA

600

Install a 22 gauge 33" x 22" x 7" double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet, rated at 2.0 GPM or less, with a 15 year drip-free warranty, grease trap, supply lines, full port ball type shut-off valves & escutcheon plates on all supply & drain lines. NOTE: All copper is to be soldered (no compression fittings) & all PVC fittings glued.

Trade: 23 Electric

7600 RECEPTACLE--GFCI COUNTERTOP 20 AMP

3.00 EA

280

Replace existing with new.

Trade: 25 Appliances

8490 DISHWASHER--2 CYCLE

1.00 EA

750

Provide and install a white, 2 cycle, built-in dishwasher including all alterations and connections to plumbing and electric system. \$245 allowance for delivered equipment.

SPECIAL CIRCUMSTANCE FOR CLIENT

Location Total: 7730

Location: 6 - Bedroom// Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

3375 DOOR--WOOD BIFOLD

1.00 EA

60

Hang and adjust existing bifold door.

4020 WIRE SHELVING WITH ROD

12.00 LF

60

Install 12" vinyl clad wire shelving with integral clothes rod, cut to width of closet and capped. Use manufacturer's hardware and installation method.

LOWER EXISTING SHELVING FOR EASE OF CLIENT USE.

Location Total: 120

Unit Total for 600 St. Johns Ave , Unit Clay SHIP 5891:

Address Grand Total for 600 St. Johns Ave :

53,540 ✓

Bidder:

CHAD WILLHITE

BID No. 16/17-36, SHIP Rehabilitation Project – St Johns Avenue

CORPORATE DETAILS

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

COMPANY NAME: CHAD WILLHITE INC.

ADDRESS: 6276 BAKER RD.

KEYSTONE HEIGHTS, FL. 32656

TELEPHONE: C- 352-745-0879 B- 352-473-0095

FAX #: 352-473-5708

E-MAIL: CHAD.WILLHITE@YAHOO.COM

Name of Person submitting Bid: CHAD WILLHITE

Title: PRESIDENT

Signature: Chad Willhite

Date: 7-27-17

Area Representative Contact Information: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 7-25-17 Acknowledged by: CHAD WILLHITE

Addendum No. 2 Date: 7-26-17 Acknowledged by: CHAD WILLHITE

Addendum No. _____ Date: _____ Acknowledged by: _____

BID No. 16/17-36, SHIP Rehabilitation Project – St Johns Avenue

SPECIFICATIONS

Contractors must attend the mandatory pre-bid meeting on site held on July 20, 2017 at 9:30 a.m. to be eligible to bid on this project.

The Clay County State Housing Initiative Partnership (“SHIP”) is seeking bids from qualified and experienced contractors to provide rehabilitation construction services for the SHIP Program’s Owner Occupied Housing Rehabilitation Strategy located at 600 St Johns Avenue, Green Cove Springs, FL 32043.

The intent of this bid request is to solicit contractors who can provide Housing Rehabilitation Services, more specifically rehabilitation to provide for the special needs of the owner.

To be considered, bidders must submit a complete response to this bid request using the attached price sheet/scope of work provided. Bids must be signed by an official authorized to bind the company to its provisions.

Contractor must be licensed and able to provide proof of state licenses as follows with either an Active General Contractor’s license OR Active Registered Residential Contractor’s License.

Payment for these services will be paid in accordance with the Standard Policy for SHIP work, wherein when the contractor has satisfactorily completed at least 60% of the work under the bid specs, he will be entitled to a draw of the 60% of completed work, less a 20% retainage held back by the county.

MINIMUM QUALIFICATIONS FOR CONTRACTORS:

Respondents must possess one of the following and show proof of qualifications:

- Contractors who possess a minimum of five (5) years’ experience in building/construction for not-for-profit agencies whose focus is in providing housing for persons with disabilities and physical challenges.
- Contractors who have at least five (5) years’ experience in building/construction, renovation and modification services directly to individuals in need of modifications to accommodate their disabilities.
- Contractors who have at least five years’ experience in working on SHIP rehabilitation projects.

**Bid Invitations Sent to the Following Companies for:
Bid #16/17-36, SHIP Rehabilitation Project – St Johns Avenue**

Shoreline Building & Construction
Southern Exteriors, Inc.
St Johns Housing Partnership
Thomas May Construction Co.
Tivey Construction, Inc.
Tрист Construction Co., Inc.
Dream Design & Construction, Inc.
Enterprise Contracting, LLC
E P Wolf Construction, Inc.
Fidus Group, LLC
Fleming Island Home Services, Inc.
George Prescott Construction, Inc.
Libert Homes, Inc.
Maxxim Construction
Abacus Contracting, LLC
American-Coastal Builders
Ardworks Construction Co., Inc.
Bernard Development, Inc.
C A P Contracting, Inc.
Chad Willhite, Inc.
Construction Management Plus, Inc.
Delaney Project Management, Inc.
BBI Construction Management
Denmark Builders
Zephyr Construction Management
Leisure Construction
Xeye, Inc.
River City Constructors
Nooney Construction Company
Arkest, LLC
Shine and Company, Inc.
Cupecoy Construction, Inc.
A C General, Inc.
Enterprise Contracting, LLC
Maer Construction
Mills Gilbane
HCI, LLC
Steve Johnson, Inc.
Turnkey Construction & Maintenance
Redmarq Construction Service
STG Contracting Group, Inc.
K & G Construction Company
Perry-McCall Construction, Inc.
Sauer Incorporated
St Johns Quality Construction, Inc.

Adams, LLC
Gary S. Bailey, Inc.
Sandee Sod, Inc.
E J LeDuc Inc Constructors
Carlton Construction, Inc.
Spivey Builders, Inc.
Duhart Properties, LLC
Auld & White Constructors, LLC
Prestige Cleaning Concepts
K Quinns Contracting, Inc.
Lighthouse Electric
Oakwell Companies, LLC
Miatt Construction, Inc.
The Dantzler Group, Inc.
Hawkins Construction, Inc.
BrinMar Construction & Development
ISS Facility Services
Jewel Homes, LLC
River Hills Construction, Inc.
PCL Civil Constructors
Northway's Roofing, Inc.
R G White Construction, Inc.
Stellar Development, Inc.
Braughton Construction
K P Meiring Company
Construct Connect
Kirby Development
Apex
Maxxim Construction
Prime Vendor
HCI, LLC
R G White Construction
Tumbleson White Construction, Inc.
AllWeather Contractors

SPECS BY LOCATION/TRADE

7/25/2017

Pre-Bid Site Visit: Yes
 Bidding Open Date: 8/1/2017
 Bidding Close Date: 7/31/2017
 Initial: [Signature]

Case Number: SJHP 5891
 Project Manager: Jeremy Blank
 Phone: 904-622-6051

Address: **600 St. Johns Ave**

Unit: **Clay SHIP 5891**

Location: **1 - General Requirements**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

2 INSPECTIONS

1.00 GR

0

0

All Agency inspections are to be as complete as possible based on the condition of the home at the time of inspection. Not all defects are visible at the time of initial inspection. Defects may be uncovered during the rehab process, changing the scope of work. The Agency or its representatives are not responsible for unseen items. Not all items that have defect will be listed on the work order. Priorities have been determined by the Agency.

Initial inspections and work orders are created based on the following criteria:

1. Health and safety of the client
2. Items in home to protect the home from further damage
3. Needs of the client based on aging in place, accessibility
4. Energy saving measures
5. Budget provided by Agency

It may be necessary to add or remove items from initial work order based on any of the above criteria in order to maintain the best product for all parties involved.

I understand the statement above:

Owner _____ Date _____

Contractor [Signature] Date 07/31/2017

10 OWNER ACCEPTS SCOPE OF WORK

1.00 DU

0

0

The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work.

x _____ x _____
 Applicant Date Applicant Date

14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

0

0

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of 07/20 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work. These changes must be approved by the department from which the scope of work was issued.

Some specifications are considered to be general in nature and specifics will be discussed at walk through of project. It is the responsibility of the contractor to verify any misunderstandings prior to work or bid being awarded.

x [Signature] 07/31/2017
 Contractor Date

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

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR

00

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

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

36 BUILDING PERMIT REQUIRED

1.00 EA

00

The contractor is responsible for submitting this owner-prepared work write up to the building department, applying for, paying for and receiving a building permit prior to starting any work.

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

37 ELECTRICAL PERMIT REQUIRED

1.00 EA

00

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

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

38 PLUMBING PERMIT REQUIRED

1.00 EA

00

Prior to the start of work, the contractor shall: create a riser diagram, septic layout and all other documentation needed to apply for, pay for and receive a plumbing permit on behalf of the owner.

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

40 ALL PERMITS REQUIRED

1.00 AL

00

The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: _____
Plumbing; _____ Electric; _____ HVAC; _____ Building; _____ Zoning; _____ Lead Abatement; _____ Asbestos
Abatement.

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

45 CONTRACTOR PRE-BID SITE VISIT

1.00 DU

00

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

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

60 JOB BEHAVIOR

1.00 GR

00

The following behaviors in any worker shall not be permitted and may result in the owner terminating the contract for cause: swearing, drinking alcoholic beverages on site and racist remarks.

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

77 NEW MATERIALS REQUIRED

1.00 GR

00

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

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

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

78 WORKMANSHIP STANDARDS

1.00 GR

00

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

It is at the discretion of the Agency or Agency Representative to approve or deny the quality of work in the project. Poor workmanship will not be accepted and will need to be approved prior to final payment. Partial payments are determined by the Agency and/or purchasing guidelines for that Agency.

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

85 CLOSE-IN INSPECTIONS REQUIRED

1.00 GR

00

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

Code compliance must be met prior to covering any work. Agency Inspections do not supercede local building codes.

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

90 1 YEAR GENERAL WARRANTY

1.00 DU

00

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

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

115 PERIODICALLY REMOVE DEBRIS

1.00 DU

00

The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least once each week, and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters daily.

132 ACCESSIBILITY--FULLY ACCESSIBLE UNIT

1.00 GR

00

The dwelling unit must comply with ICC /ANSI A117.1, Type A, Fully Accessible guidelines. Accessible components include but are not limited to: Entry to the unit; doorway clearance throughout the unit; bathroom accessibility; kitchen accessibility; clear floor spaces; thresholds; grab bars; obstructions.

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

134 ACCESSIBILITY--ACCESSIBLE ENTRY

1.00 GR

00

The dwelling unit must have an accessible entry per ICC /ANSI A117.1 including but not limited to wheelchair access.

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

136 ACCESSIBILITY REQUIREMENTS-COMPONENT REPLACEMENT

1.00 GR

00

All components installed that affect accessibility, including but not limited to light switches, electrical receptacles, hand rails, grab bars, stairs, and ramps. must be installed to conform with ICC/ANSI A117.1-2003. The height of the top of new or reinstalled handrails on stairs shall be between 34" and 36" measured from the top of the nosing of the stair treads and on ramps between 34" and 36" from the surface of the ramp. Handrails shall have a minimum 1.5" clearance between the inside of the rail and any wall. All new light switches, electrical receptacles, thermostats, etc. will be placed within reach of occupants with physical challenges per ICC/ANSI A117.1-2003, e.g. a maximum 48" above the floor for light switches and a minimum of 15" above the floor for electrical receptacles.

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

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

138 ADAPTABILITY-BLOCKING WITH ACCESS TO FRAMING

1.00 GR

00

When the interior wall finishes of a room are removed to expose the framing blocking will be installed to facilitate the installation of grab bars or hand rails in the future to meet ICC/ANSI A117.1-2003. Examples include blocking in shower stalls, in tub shower units, in alcoves for commodes, and in staircases.

Location Total:

0

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

746 DEMO CHIMNEY

1.00 EA

500.00500.00

Remove surplus masonry chimney by hand. After securing site and removing all potentially damaged vehicles, chisel bricks at mortar line to disassemble the chimney.

DROP BELOW ROOF LINE, ADD RAFTER AND DECKING

Trade: 10 Carpentry

2240 JOIST--SISTER 2"x6"

122.00 LF

4.00488.00

Jack joist level and sister 2"x6" joist using a triangulated nailing pattern and cement coated nails, 8" on center.

BACK PORCH UNDER DOOR WHERE ROTTED

2312 SUBFLOOR--3/4"

80.00 SF

6.00480.00

Install 3/4" tongue and groove CDX plywood decking nailed 8" on center using screw shank or cement coated nails.

BACK PORCH//UTILITY

2795 WINDOW REPAIR

1.00 EA

225.00225.00

Repair window without replacing sash. Replace broken and cracked glass with double strength glass or same as existing. Remove loose glazing compound and reglaze. Repair and adjust window to open and close smoothly, with brass plated lifts and locks, and sash chains or nylon reinforced cords. Raise the top sash, secure it in place with exposed finish nails or screws and caulk.

WINDOWS ARE KINKO

3075 DOOR CASING--REPLACE

1.00 LF

125.00125.00

Dispose of all cracked, split or damaged door casing. Install casing to match existing as closely as possible. Include drip cap.

FRONT DOOR

3185 DOOR--PREHUNG METAL ENTRANCE

1.00 EA

800.00800.00

Dispose of door and frame. Install a prehung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, factory kerf, vinyl-clad foam weatherstripping, interlocking threshold, one keyed entrance lever-handled lockset, and one mortised single-cylinder deadbolt, keyed alike. Provide owner with minimum 2 keys. Prime and top coat.

BACK DOOR

3270 DOOR JAMB PIECE-IN

1.00 EA

300.00300.00

Cut out damaged section of door jamb. Piece-in section flush with surface, using #2 pine, carpenters glue and finish nails. Reattach all hardware.

REPLACE DOOR JAMB ON FRONT DOOR AND REHANG EXISTING DOOR, PRIME AND PAINT.

3975 WHEELCHAIR RAMP

250.00 SF

6.001500.00

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 10 Carpentry

Replace existing decking boards on rear ramp. Repair joists where rot may have occurred, secure and add framing to deck on rear where ramp attaches to deck. Replace approximately 25 sq ft of 2x6 PT decking on back deck.

Rebuild front ramp in its existing location. Remove existing ramp and dispose of and build new ramp using 4x4 posts, properly sized stringers and 5/4 decking. Ramp may not meet complete ADA standards of 1/12 pitch due to landing location. Include all appropriate railings.

Trade: 15 Roofing

4492 ROOF SHEATHING 3/4"

65.00 SF

5.00325.00

Install 3/4" PINE sheathing to match existing in exposed areas of soffit. plywood can be used on areas covered by shingles.

INSTALL NEW DECKING AT SOUTH EAST CORNER AND OTHER ROTTED AREAS AFTER ROOF IS REMOVED.
INSTALL NEW BOARDS WHERE CHIMNEY WILL BE REMOVED

4580 TEAR OFF AND REROOF--SHINGLES

18.00 SQ

340.006120.00

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

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

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

4755 FASCIA 1"x 6"

70.00 LF

8.00560.00

Install a 1"x 6", #2 pine fascia with bevel cut joints using galvanized finish nails. Caulk over joints, and prime.

LOCATIONS AT FRONT OF HOME. SOUTH SIDE OF GABLE EAST SIDE OVER AC UNIT

Trade: 20 Floor Coverings

5956 RESILIENT VINYL PLANK FLOORING--INSTALL

80.00 SF

5.00400.00

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

BACK PORCH

Location Total: 11,823.00

Location: 3 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 21 HVAC

6176 HEAT PUMP-SERVICE

1.00 EA

300.00300.00

Service HVAC unit. Inside and out. Verify proper working pressures, reversing valve and blower motor.

Must provide documentation of work performed and results.

Trade: 22 Plumbing

7190 WATER SUPPLY--1 BATH HOUSE

1.00 EA

4350.004350.00

Remove all water supply from meter on, to code legal dump. Install type M copper supply lines with 3/4" main or code compliant pipe, 1/2" fixture grouping trunk, and 3/8" individual supply lines to service one 3-piece bath, kitchen & laundry

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 3 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 22 Plumbing

area. Installation shall be complete, code compliant, fully usable, and include shut-off valves, chromed fixture supply lines & air gaps.

Trade: 23 Electric

7811 SMOKE DETECTOR--HARD WIRED--INTERCONNECTED

4.00 EA 175.00 700.00

Install a UL approved, ceiling mounted smoke and heat detector, permanently wired into a receptacle box with battery back-up, and interconnected with all other hard-wired smoke detectors in the unit.

Location Total: 5350.00

Location: 4 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 5 Demolition & Disposal

760 DEMOLISH AND REMOVE

1.00 SF 650.00 650.00

Demolish specified portion of structure and dispose of debris from property to code legal dump.

REMOVE THE ENTIRE FLOOR FROM BATHROOM ALONG WITH CABINETS, SINK, COMMODE AND WALL TILE AT SHOWER

Trade: 10 Carpentry

4105 FLOOR SYSTEM--BATH/KITCHEN

70.00 SF 12.00 840.00

Remove all fixtures not built in. Dispose of floor assembly. Install 2"x 10" joists hung 16" on center, 5/8" subfloor, concrete backer board base ready for tile

Trade: 18 Ceramic Tile

5425 CERAMIC FLOOR TILE

70.00 SF 15.00 1050.00

Using adhesive, lay owner's choice of ceramic floor tile over 1/2" reinforced cement board, screwed to subfloor overlapping seams in the subfloor by at least 6". Install a 3" marble threshold at door. After at least 24 hours drying time, apply grout. Clean floor and apply mildew resistant white Low VOC silicone caulk to all edge seams and pipe penetrations.

PITCH FLOOR TO DRAIN IN SHOWER AREA

5430 CERAMIC WALL TILE

80.00 SF 15.00 1200.00

Install owner's choice of ceramic wall tile over a sound surface with troweled adhesive. Include preformed base, cap, stop, return and trimmer pieces to complete installation. After at least 24 hours drying time, apply latex based portland cement grout. Clean all excess grout and apply mildew resistant white silicone caulk at all seams, fixture lips and pipe penetrations.

Trade: 22 Plumbing

6827 WALL-MOUNT SINK

1.00 EA 500.00 500.00

Disconnect all plumbing supply and waste lines, and remove wall-mount sink, trap, and faucet assembly. Remove existing wall-mount sink bracket, and install new bracket, as necessary, compatible with new sink configuration.

Install new, wall-mount sink, washerless, metal bodied, dual control faucet with a 15 year drip-free warranty, trap, and supply line shut-off valves. Apply siliconized latex caulk at wall, and reconnect all plumbing supply and waste lines.

6930 SHOWER DIVERter--SINGLE CONTROL

1.00 EA 400.00 400.00

Install a single lever, metal shower diverter and Delta 6122 or similar water saving shower head with 15 year drip-free warranty.

7010 COMMODE--REPLACE--1.6 GPF

1.00 EA 450.00 450.00

Re-install existing commode in bathroom at same location using new flange and wax ring and new bolts

Trade: 23 Electric

8137 UPDATE EXISTING ELECTRIC - BATHROOM

1.00 RM 750.00 750.00

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 4 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Update the electrical fixtures in the bathroom including:

- 1) One 20A GFCI receptacle located near sink with a 20 AMP circuit installed no more than 45" from the floor.
- 2) An ENERGY STAR approved ceiling mounted Fan/Light fixture, such as the NuTone QTREN080FLT, or a Broan QTXE080FLT capable of min. 80 CFM operating at 1 Sone or less, with an integral damper, and vented to the exterior. The fixture must accommodate 2 - GU24 fluorescent lamps. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.505 (in Ivory)
http://www.energyfederation.org/consumer/default.php/cPath/39_766_134 or equipped with a humidistat sensor. Install galvanized metal duct the same diameter as the fan outlet and vent to the exterior ideally through a wall or gable end using a metal hooded vent of like diameter and with damper. All duct seams shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 8 minimum duct insulation. Repair any damage to the ceiling installation and air seal fan/light assembly to the ceiling with low VOC caulk and air seal fan/light assembly to the ceiling with low VOC caulk.
- 3) One wall mounted chrome or nickel finish vanity light fixture using 3 - 13 watt GU24 base bulbs such as the Portfolio Model # 26534 or the Efficient Lighting 3 lamp fixture model # EL-210-03-318 installed above the sink.

Location Total: 5840.00

Location: 5 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

136 ACCESSIBILITY REQUIREMENTS-COMPONENT REPLACEMENT

1.00 GR 0 0

All components installed that affect accessibility, including but not limited to light switches, electrical receptacles, hand rails, grab bars, stairs, and ramps. must be installed to conform with ICC/ANSI A117.1-2003. The height of the top of new or reinstalled handrails on stairs shall be between 34" and 36" measured from the top of the nosing of the stair treads and on ramps between 34" and 36" from the surface of the ramp. Handrails shall have a minimum 1.5" clearance between the inside of the rail and any wall. All new light switches, electrical receptacles, thermostats, etc. will be placed within reach of occupants with physical challenges per ICC/ANSI A117.1-2003, e.g. a maximum 48" above the floor for light switches and a minimum of 15" above the floor for electrical receptacles.

Trade: 10 Carpentry

3715 CABINET--WOOD BASE

12.00 LF 200.00 2400.00

Replace base cabinets. Install base cabinet with doors of solid birch or ash stiles and veneered plywood panels. Frame with solid birch or ash stiles, 1/4" veneered plywood sides and metal or plastic corner bracing. Drawers shall be made of wood or composition material. Owner's choice of two in-stock designs.

3750 COUNTER TOP--PLASTIC LAMINATE

12.00 LF 50.00 600.00

Dispose of counter top. Field measure and screw to base cabinet a post formed, plastic laminate counter top. Provide cutout for sink. Owner's choice of in-stock color and texture.

LOWER SINK IN KITCHEN AND CREATE KNEE SPACE BELOW

Trade: 20 Floor Coverings

5956 RESILIENT VINYL PLANK FLOORING--INSTALL

90.00 SF 5.00 450.00

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

Trade: 22 Plumbing

6810 FAUCET--KITCHEN SINGLE LEVER--2.0 GPM

1.00 EA 250.00 250.00

Install a single lever, washerless, metal bodied faucet with 15 year drip-free guarantee and maximum flow of 2 gallons per minute.

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 5 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|---|------------------------------------|----------|-------|---------------|---------------|
| Trade: 22 | Plumbing | | | | |
| 6835 | SINK--DOUBLE BOWL COMPLETE | 1.00 | EA | <u>450.00</u> | <u>450.00</u> |
| Install a 22 gauge 33" x 22" x 7" double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet, rated at 2.0 GPM or less, with a 15 year drip-free warranty, grease trap, supply lines, full port ball type shut-off valves & escutcheon plates on all supply & drain lines. NOTE: All copper is to be soldered (no compression fittings) & all PVC fittings glued. | | | | | |
| Trade: 23 | Electric | | | | |
| 7600 | RECEPTACLE--GFCI COUNTERTOP 20 AMP | 3.00 | EA | <u>100.00</u> | <u>300.00</u> |
| Replace existing with new. | | | | | |
| Trade: 25 | Appliances | | | | |
| 8490 | DISHWASHER--2 CYCLE | 1.00 | EA | <u>500.00</u> | <u>500.00</u> |
| Provide and install a white, 2 cycle, built-in dishwasher including all alterations and connections to plumbing and electric system. \$245 allowance for delivered equipment. | | | | | |
| SPECIAL CIRCUMSTANCE FOR CLIENT | | | | | |

Location Total: 4,950.00

Location: 6 - Bedroom// Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|---|-------------------------|----------|-------|--------------|---------------|
| Trade: 10 | Carpentry | | | | |
| 3375 | DOOR--WOOD BIFOLD | 1.00 | EA | <u>75.00</u> | <u>75.00</u> |
| Hang and adjust existing bifold door. | | | | | |
| 4020 | WIRE SHELVEING WITH ROD | 12.00 | LF | <u>20.00</u> | <u>240.00</u> |
| Install 12" vinyl clad wire shelving with integral clothes rod, cut to width of closet and capped. Use manufacturer's hardware and installation method. | | | | | |
| LOWER EXISTING SHELVEING FOR EASE OF CLIENT USE. | | | | | |

Location Total: 315.00Unit Total for 600 St. Johns Ave , Unit Clay SHIP 5891: 28,278.00Address Grand Total for 600 St. Johns Ave : 28,278.00Bidder: Denmark Builders LLC.

BID No. 16/17-36, SHIP Rehabilitation Project – St Johns Avenue

CORPORATE DETAILS

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

COMPANY NAME: Denmark Builders

ADDRESS: 6920 Winterberry Ct.

Keystone Heights, FL 32656

TELEPHONE: 904-622-6051

FAX #: _____

E-MAIL: jeremy @ denmarkbuilders.com

Name of Person submitting Bid: Jeremy Blank

Title: Secretary

Signature: 

Date: 07/31/2017

Area Representative Contact Information: Jeremy Blank

904-622-6051

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 07/31/2017 Acknowledged by: 

Addendum No. 2 Date: 07/31/2017 Acknowledged by: 

Addendum No. _____ Date: _____ Acknowledged by: _____

BID No. 16/17-36, SHIP Rehabilitation Project – St Johns Avenue

REFERENCES:

| | |
|------------------|-----------------------|
| Agency Name | Clay County SHIP. |
| Address | |
| City, State, Zip | |
| Contact Person | Theresa Sumner |
| Telephone | |
| Dates of Service | |
| Types of Service | S.H.I.P. |
| Comments | |
| Agency Name | Bradford County SHIP |
| Address | 925 North Temple Ave |
| City, State, Zip | Starke, FL 32091 |
| Contact Person | Kelly Canady |
| Telephone | 904-966-6382 |
| Dates of Service | 2010 - 2017 |
| Types of Service | S.H.I.P |
| Comments | |
| Agency Name | NHDC |
| Address | 633 NW 8th Ave |
| City, State, Zip | Gainesville, FL 32601 |
| Contact Person | Jeff Michael |
| Telephone | 352-380-9119 |
| Dates of Service | 2009 - 2017 |
| Types of Service | NSP Rehab Projects |
| Comments | |

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

- (1) The prospective Vendor, Denmark Builders LLC, 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:

Denmark Builders LLC

By: 
Signature

Jeremy Blank Secretary
Name and Title

6920 Winterberry Ct.
Street Address

Keystone Heights, FL 32656
City, State, Zip

07/31/2017
Date

Scrutinized Companies Certification
[Clay County Bid #16/17-36, SHIP Rehabilitation Project – St Johns Avenue]

Name of Company:¹ Denmark Builders LLC

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

Insert Name of Company:

Denmark Builders LLC.

(Seal)

By: Jeremy Blank

Its Secretary

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.

RECEIVED
PURCHASING DIVISION

2011 JUL 31 P 2:45

CLAY COUNTY BOARD OF
COMMISSIONERS

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

Receipt for Bid #: 16/17-36
Company Name: Denmark Builders LLC

SPECS BY LOCATION/TRADE

7/25/2017

Pre-Bid Site Visit: _____
Bidding Open Date: _____
Bidding Close Date: _____
Initial: _____

Case Number: SJHP 5891
Project Manager: _____
Phone: _____

Address: **600 St. Johns Ave**

Unit: **Clay SHIP 5891**

Location: **1 - General Requirements**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

2 INSPECTIONS

1.00 GR

All Agency inspections are to be as complete as possible based on the condition of the home at the time of inspection. Not all defects are visible at the time of initial inspection. Defects may be uncovered during the rehab process, changing the scope of work. The Agency or its representatives are not responsible for unseen items. Not all items that have defect will be listed on the work order. Priorities have been determined by the Agency.

Initial inspections and work orders are created based on the following criteria:

1. Health and safety of the client
2. Items in home to protect the home from further damage
3. Needs of the client based on aging in place, accessibility
4. Energy saving measures
5. Budget provided by Agency

It may be necessary to add or remove items from initial work order based on any of the above criteria in order to maintain the best product for all parties involved.

I understand the statement above:

Owner _____ Date _____

Contractor _____ Date _____

10 OWNER ACCEPTS SCOPE OF WORK

1.00 DU

The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work.

x _____ x _____
Applicant Date Applicant Date

14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of 7-20-17 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work. These changes must be approved by the department from which the scope of work was issued.

Some specifications are considered to be general in nature and specifics will be discussed at walk through of project. It is the responsibility of the contractor to verify any misunderstandings prior to work or bid being awarded.

x Paul Wallin 7-27-17
Contractor Date

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

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR

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

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

36 BUILDING PERMIT REQUIRED

1.00 EA

The contractor is responsible for submitting this owner-prepared work write up to the building department, applying for, paying for and receiving a building permit prior to starting any work.

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

37 ELECTRICAL PERMIT REQUIRED

1.00 EA

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

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

38 PLUMBING PERMIT REQUIRED

1.00 EA

Prior to the start of work, the contractor shall: create a riser diagram, septic layout and all other documentation needed to apply for, pay for and receive a plumbing permit on behalf of the owner.

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

40 ALL PERMITS REQUIRED

1.00 AL

The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: _____ Plumbing; _____ Electric; _____ HVAC; _____ Building; _____ Zoning; _____ Lead Abatement; _____ Asbestos Abatement.

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

45 CONTRACTOR PRE-BID SITE VISIT

1.00 DU

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

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

60 JOB BEHAVIOR

1.00 GR

The following behaviors in any worker shall not be permitted and may result in the owner terminating the contract for cause: swearing, drinking alcoholic beverages on site and racist remarks.

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

77 NEW MATERIALS REQUIRED

1.00 GR

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

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

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

78 WORKMANSHIP STANDARDS

1.00 GR

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

It is at the discretion of the Agency or Agency Representative to approve or deny the quality of work in the project. Poor workmanship will not be accepted and will need to be approved prior to final payment. Partial payments are determined by the Agency and/or purchasing guidelines for that Agency.

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

85 CLOSE-IN INSPECTIONS REQUIRED

1.00 GR

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

Code compliance must be met prior to covering any work. Agency Inspections do not supercede local building codes.

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

90 1 YEAR GENERAL WARRANTY

1.00 DU

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

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

115 PERIODICALLY REMOVE DEBRIS

1.00 DU

The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least once each week, and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living quarters daily.

132 ACCESSIBILITY--FULLY ACCESSIBLE UNIT

1.00 GR

The dwelling unit must comply with ICC /ANSI A117.1, Type A, Fully Accessible guidelines. Accessible components include but are not limited to: Entry to the unit; doorway clearance throughout the unit; bathroom accessibility; kitchen accessibility; clear floor spaces; thresholds; grab bars; obstructions.

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

134 ACCESSIBILITY--ACCESSIBLE ENTRY

1.00 GR

The dwelling unit must have an accessible entry per ICC /ANSI A117.1 including but not limited to wheelchair access.

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

136 ACCESSIBILITY REQUIREMENTS-COMPONENT REPLACEMENT

1.00 GR

All components installed that affect accessibility, including but not limited to light switches, electrical receptacles, hand rails, grab bars, stairs, and ramps, must be installed to conform with ICC/ANSI A117.1-2003. The height of the top of new or reinstalled handrails on stairs shall be between 34" and 36" measured from the top of the nosing of the stair treads and on ramps between 34" and 36" from the surface of the ramp. Handrails shall have a minimum 1.5" clearance between the inside of the rail and any wall. All new light switches, electrical receptacles, thermostats, etc. will be placed within reach of occupants with physical challenges per ICC/ANSI A117.1-2003, e.g. a maximum 48" above the floor for light switches and a minimum of 15" above the floor for electrical receptacles.

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

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

138 ADAPTABILITY-BLOCKING WITH ACCESS TO FRAMING

1.00 GR

When the interior wall finishes of a room are removed to expose the framing blocking will be installed to facilitate the installation of grab bars or hand rails in the future to meet ICC/ANSI A117.1-2003. Examples include blocking in shower stalls, in tub shower units, in alcoves for commodes, and in staircases.

Location Total:**Location: 2 - Exterior**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

746 DEMO CHIMNEY

1.00 EA

2400

Remove surplus masonry chimney by hand. After securing site and removing all potentially damaged vehicles, chisel bricks at mortar line to disassemble the chimney.

DROP BELOW ROOF LINE, ADD RAFTER AND DECKING

Trade: 10 Carpentry**2240 JOIST--SISTER 2"x6"**

122.00 LF

1400

Jack joist level and sister 2"x6" joist using a triangulated nailing pattern and cement coated nails, 8" on center.

BACK PORCH UNDER DOOR WHERE ROTTED

2312 SUBFLOOR--3/4"

80.00 SF

740

Install 3/4" tongue and groove CDX plywood decking nailed 8" on center using screw shank or cement coated nails.

BACK PORCH//UTILITY

2795 WINDOW REPAIR

1.00 EA

460

Repair window without replacing sash. Replace broken and cracked glass with double strength glass or same as existing. Remove loose glazing compound and reglaze. Repair and adjust window to open and close smoothly, with brass plated lifts and locks, and sash chains or nylon reinforced cords. Raise the top sash, secure it in place with exposed finish nails or screws and caulk.

WINDOWS ARE KINKO

3075 DOOR CASING--REPLACE

1.00 LF

310

Dispose of all cracked, split or damaged door casing. Install casing to match existing as closely as possible. Include drip cap.

FRONT DOOR

3185 DOOR--PREHUNG METAL ENTRANCE

1.00 EA

1100

Dispose of door and frame. Install a prehung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, factory kerf, vinyl-clad foam weatherstripping, interlocking threshold, one keyed entrance lever-handled lockset, and one mortised single-cylinder deadbolt, keyed alike. Provide owner with minimum 2 keys. Prime and top coat.

BACK DOOR

3270 DOOR JAMB PIECE-IN

1.00 EA

180

Cut out damaged section of door jamb. Piece-in section flush with surface, using #2 pine, carpenters glue and finish nails. Reattach all hardware.

REPLACE DOOR JAMB ON FRONT DOOR AND REHANG EXISTING DOOR, PRIME AND PAINT.

3975 WHEELCHAIR RAMP

250.00 SF

3140

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 10 Carpentry

Replace existing decking boards on rear ramp. Repair joists where rot may have occurred, secure and add framing to deck on rear where ramp attaches to deck. Replace approximately 25 sq ft of 2x6 PT decking on back deck.

Rebuild front ramp in its existing location. Remove existing ramp and dispose of and build new ramp using 4x4 posts, properly sized stringers and 5/4 decking. Ramp may not meet complete ADA standards of 1/12 pitch due to landing location. Include all appropriate railings.

Trade: 15 Roofing

4492 ROOF SHEATHING 3/4" 65.00 SF 1400

Install 3/4" PINE sheathing to match existing in exposed areas of soffit. plywood can be used on areas covered by shingles.

INSTALL NEW DECKING AT SOUTH EAST CORNER AND OTHER ROTTED AREAS AFTER ROOF IS REMOVED.
INSTALL NEW BOARDS WHERE CHIMNEY WILL BE REMOVED

4580 TEAR OFF AND REROOF--SHINGLES 18.00 SQ 14,750

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

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

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

4755 FASCIA 1"x 6" 70.00 LF 610

Install a 1"x 6", #2 pine fascia with bevel cut joints using galvanized finish nails. Caulk over joints, and prime.

LOCATIONS AT FRONT OF HOME. SOUTH SIDE OF GABLE EAST SIDE OVER AC UNIT

Trade: 20 Floor Coverings

5956 RESILIENT VINYL PLANK FLOORING--INSTALL 80.00 SF 1100

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

BACK PORCH

Location Total: 27,590

Location: 3 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 21 HVAC

6176 HEAT PUMP-SERVICE 1.00 EA 750

Service HVAC unit. Inside and out. Verify proper working pressures, reversing valve and blower motor.

Must provide documentation of work performed and results.

Trade: 22 Plumbing

7190 WATER SUPPLY--1 BATH HOUSE 1.00 EA 5900

Remove all water supply from meter on, to code legal dump. Install type M copper supply lines with 3/4" main or code compliant pipe, 1/2" fixture grouping trunk, and 3/8" individual supply lines to service one 3-piece bath, kitchen & laundry

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 3 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 22 Plumbing

area. Installation shall be complete, code compliant, fully usable, and include shut-off valves, chromed fixture supply lines & air gaps.

Trade: 23 Electric

| | | | | | |
|------|--|------|----|--|-------------|
| 7811 | SMOKE DETECTOR--HARD WIRED--INTERCONNECTED | 4.00 | EA | | <u>1100</u> |
|------|--|------|----|--|-------------|

Install a UL approved, ceiling mounted smoke and heat detector, permanently wired into a receptacle box with battery back-up, and interconnected with all other hard-wired smoke detectors in the unit.

Location Total: 7750

Location: 4 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 5 Demolition & Disposal

| | | | | | |
|-----|---------------------|------|----|--|-------------|
| 760 | DEMOLISH AND REMOVE | 1.00 | SF | | <u>1800</u> |
|-----|---------------------|------|----|--|-------------|

Demolish specified portion of structure and dispose of debris from property to code legal dump.

REMOVE THE ENTIRE FLOOR FROM BATHROOM ALONG WITH CABINETS, SINK, COMMODE AND WALL TILE AT SHOWER

Trade: 10 Carpentry

| | | | | | |
|------|----------------------------|-------|----|--|-------------|
| 4105 | FLOOR SYSTEM--BATH/KITCHEN | 70.00 | SF | | <u>1400</u> |
|------|----------------------------|-------|----|--|-------------|

Remove all fixtures not built in. Dispose of floor assembly. Install 2"x 10" joists hung 16" on center, 5/8" subfloor, concrete backer board base ready for tile

Trade: 18 Ceramic Tile

| | | | | | |
|------|--------------------|-------|----|--|------------|
| 5425 | CERAMIC FLOOR TILE | 70.00 | SF | | <u>900</u> |
|------|--------------------|-------|----|--|------------|

Using adhesive, lay owner's choice of ceramic floor tile over 1/2" reinforced cement board, screwed to subfloor overlapping seams in the subfloor by at least 6". Install a 3" marble threshold at door. After at least 24 hours drying time, apply grout. Clean floor and apply mildew resistant white Low VOC silicone caulk to all edge seams and pipe penetrations.

PITCH FLOOR TO DRAIN IN SHOWER AREA

| | | | | | |
|------|-------------------|-------|----|--|------------|
| 5430 | CERAMIC WALL TILE | 80.00 | SF | | <u>800</u> |
|------|-------------------|-------|----|--|------------|

Install owner's choice of ceramic wall tile over a sound surface with troweled adhesive. Include preformed base, cap, stop, return and trimmer pieces to complete installation. After at least 24 hours drying time, apply latex based portland cement grout. Clean all excess grout and apply mildew resistant white silicone caulk at all seams, fixture lips and pipe penetrations.

Trade: 22 Plumbing

| | | | | | |
|------|-----------------|------|----|--|------------|
| 6827 | WALL-MOUNT SINK | 1.00 | EA | | <u>600</u> |
|------|-----------------|------|----|--|------------|

Disconnect all plumbing supply and waste lines, and remove wall-mount sink, trap, and faucet assembly. Remove existing wall-mount sink bracket, and install new bracket, as necessary, compatible with new sink configuration.

Install new, wall-mount sink, washerless, metal bodied, dual control faucet with a 15 year drip-free warranty, trap, and supply line shut-off valves. Apply siliconized latex caulk at wall, and reconnect all plumbing supply and waste lines.

| | | | | | |
|------|---------------------------------|------|----|--|------------|
| 6930 | SHOWER DIVERter--SINGLE CONTROL | 1.00 | EA | | <u>300</u> |
|------|---------------------------------|------|----|--|------------|

Install a single lever, metal shower diverter and Delta 6122 or similar water saving shower head with 15 year drip-free warranty.

| | | | | | |
|------|---------------------------|------|----|--|------------|
| 7010 | COMMODE--REPLACE--1.6 GPF | 1.00 | EA | | <u>750</u> |
|------|---------------------------|------|----|--|------------|

Re-install existing commode in bathroom at same location using new flange and wax ring and new bolts

Trade: 23 Electric

| | | | | | |
|------|-------------------------------------|------|----|--|-------------|
| 8137 | UPDATE EXISTING ELECTRIC - BATHROOM | 1.00 | RM | | <u>3800</u> |
|------|-------------------------------------|------|----|--|-------------|

Location: 4 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 23 Electric

Update the electrical fixtures in the bathroom including:

- 1) One 20A GFCI receptacle located near sink with a 20 AMP circuit installed no more than 45" from the floor.
- 2) An ENERGY STAR approved ceiling mounted Fan/Light fixture, such as the NuTone QTREN080FLT, or a Broan QTXE080FLT capable of min. 80 CFM operating at 1 Sone or less, with an integral damper, and vented to the exterior. The fixture must accommodate 2 - GU24 fluorescent lamps. Switch fan & light using a single switch with a time delay for the fan such as the EFI Fan/Light Time Delay Switch part # 5100.505 (in Ivory)
http://www.energyfederation.org/consumer/default.php/cPath/39_766_134 or equipped with a humidistat sensor. Install galvanized metal duct the same diameter as the fan outlet and vent to the exterior ideally through a wall or gable end using a metal hooded vent of like diameter and with damper. All duct seams shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 8 minimum duct insulation. Repair any damage to the ceiling installation and air seal fan/light assembly to the ceiling with low VOC caulk and air seal fan/light assembly to the ceiling with low VOC caulk.
- 3) One wall mounted chrome or nickel finish vanity light fixture using 3 - 13 watt GU24 base bulbs such as the Portfolio Model # 26534 or the Efficient Lighting 3 lamp fixture model # EL-210-03-318 installed above the sink.

Location Total: 10,350**Location: 5 - Kitchen**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 1 General Requirements

| | | | | | |
|-----|--|------|----|--|-------------|
| 136 | ACCESSIBILITY REQUIREMENTS-COMPONENT REPLACEMENT | 1.00 | GR | | <u>1800</u> |
|-----|--|------|----|--|-------------|

All components installed that affect accessibility, including but not limited to light switches, electrical receptacles, hand rails, grab bars, stairs, and ramps. must be installed to conform with ICC/ANSI A117.1-2003. The height of the top of new or reinstalled handrails on stairs shall be between 34" and 36" measured from the top of the nosing of the stair treads and on ramps between 34" and 36" from the surface of the ramp. Handrails shall have a minimum 1.5" clearance between the inside of the rail and any wall. All new light switches, electrical receptacles, thermostats, etc. will be placed within reach of occupants with physical challenges per ICC/ANSI A117.1-2003, e.g. a maximum 48" above the floor for light switches and a minimum of 15" above the floor for electrical receptacles.

Trade: 10 Carpentry

| | | | | | |
|------|--------------------|-------|----|--|-------------|
| 3715 | CABINET--WOOD BASE | 12.00 | LF | | <u>2400</u> |
|------|--------------------|-------|----|--|-------------|

Replace base cabinets. Install base cabinet with doors of solid birch or ash stiles and veneered plywood panels. Frame with solid birch or ash stiles, 1/4" veneered plywood sides and metal or plastic corner bracing. Drawers shall be made of wood or composition material. Owner's choice of two in-stock designs.

| | | | | | |
|------|-------------------------------|-------|----|--|------------|
| 3750 | COUNTER TOP--PLASTIC LAMINATE | 12.00 | LF | | <u>800</u> |
|------|-------------------------------|-------|----|--|------------|

Dispose of counter top. Field measure and screw to base cabinet a post formed, plastic laminate counter top. Provide cutout for sink. Owner's choice of in-stock color and texture.

LOWER SINK IN KITCHEN AND CREATE KNEE SPACE BELOW

Trade: 20 Floor Coverings

| | | | | | |
|------|---|-------|----|--|------------|
| 5956 | RESILIENT VINYL PLANK FLOORING--INSTALL | 90.00 | SF | | <u>800</u> |
|------|---|-------|----|--|------------|

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

Trade: 22 Plumbing

| | | | | | |
|------|---------------------------------------|------|----|--|------------|
| 6810 | FAUCET--KITCHEN SINGLE LEVER--2.0 GPM | 1.00 | EA | | <u>300</u> |
|------|---------------------------------------|------|----|--|------------|

Install a single lever, washerless, metal bodied faucet with 15 year drip-free guarantee and maximum flow of 2 gallons per minute.

Address: 600 St. Johns Ave

Unit: Clay SHIP 5891

Location: 5 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

| Spec # | Spec | Quantity | Units | Unit Price | Total Price |
|-----------|----------|----------|-------|------------|-------------|
| Trade: 22 | Plumbing | | | | |

6835 SINK--DOUBLE BOWL COMPLETE

1.00 EA

600

Install a 22 gauge 33" x 22" x 7" double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet, rated at 2.0 GPM or less, with a 15 year drip-free warranty, grease trap, supply lines, full port ball type shut-off valves & escutcheon plates on all supply & drain lines. NOTE: All copper is to be soldered (no compression fittings) & all PVC fittings glued.

Trade: 23 Electric

7600 RECEPTACLE--GFCI COUNTERTOP 20 AMP

3.00 EA

280

Replace existing with new.

Trade: 25 Appliances

8490 DISHWASHER--2 CYCLE

1.00 EA

750

Provide and install a white, 2 cycle, built-in dishwasher including all alterations and connections to plumbing and electric system. \$245 allowance for delivered equipment.

SPECIAL CIRCUMSTANCE FOR CLIENT

Location Total: 7730

Location: 6 - Bedroom// Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

3375 DOOR--WOOD BIFOLD

1.00 EA

60

Hang and adjust existing bifold door.

4020 WIRE SHELVING WITH ROD

12.00 LF

60

Install 12" vinyl clad wire shelving with integral clothes rod, cut to width of closet and capped. Use manufacturer's hardware and installation method.

LOWER EXISTING SHELVING FOR EASE OF CLIENT USE.

Location Total: 120

Unit Total for 600 St. Johns Ave , Unit Clay SHIP 5891:

Address Grand Total for 600 St. Johns Ave : 53,540Bidder: CHAD WILLHITE

BID No. 16/17-36, SHIP Rehabilitation Project – St Johns Avenue

CORPORATE DETAILS

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

COMPANY NAME: CHAD WILLHITE INC.

ADDRESS: 6276 BAKER RD.

KEYSTONE HEIGHTS, PL. 32656

TELEPHONE: C- 352-745-0379 B- 352-473-0095

FAX #: 352-473-5708

E-MAIL: CHAD.WILLHITE@YAHOO.COM

Name of Person submitting Bid: CHAD WILLHITE

Title: PRESIDENT

Signature: Chad Willhite

Date: 7-27-17

Area Representative Contact Information: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 7-25-17 Acknowledged by: CHAD WILLHITE

Addendum No. 2 Date: 7-26-17 Acknowledged by: CHAD WILLHITE

Addendum No. _____ Date: _____ Acknowledged by: _____

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. CHAD WHITE | |
| 2 Business name/disregarded entity name, if different from above CHAD WHITE INC. | |
| 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.) 6276 BAKER RD. | Requester's name and address (optional) |
| 6 City, state, and ZIP code KEYSTONE HEIGHTS FL 32656 | |
| 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 | |
| 305 | 56-7941 |
| or | |
| Employer identification number | |
| 20 | 0415022 |

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 ▶ **Chad White**

Date ▶ **7-27-17**

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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

- (1) The prospective Vendor, CHAD WILLHITE LLC, 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:

903 286

By: Chad Willite
Signature

CHAD WILLHITE
Name and Title

6276 BAKER RD.
Street Address

KEYSTONE HEIGHTS, FL. 32696
City, State, Zip

7-27-17
Date

Scrutinized Companies Certification
[Clay County Bid #16/17-36, SHIP Rehabilitation Project – St Johns Avenue]

Name of Company:¹ CHAD WILLHITE 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:

CHAD WILLHITE 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.

Bid No. 16/17-36, S
REHABILITATION
PROJECT - ST JOE

RECEIVED
PURCHASING DIVISION

2017 JUL 27 P 3:48

CLAY COUNTY BOARD OF
COMMISSIONERS

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

Receipt for Bid #: 16/17-36
Company Name: Chad Willhite Inc.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Finance and Audit Committee

DATE: 8/9/2017

FROM: Karen Thomas, Administrative &
Contractual Services

SUBJECT: Approval to reject bids received for Bid #16/17-24, Building Department Numbering and Queuing System. Staff will reevaluate the project and determine next steps. (T. Nagle)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Four bids were received. Three companies did not submit a bid bond and the fourth company did not meet the specifications of bid.

ATTACHMENTS:

Description

▯ [Memo](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|---|-----------------------|----------|----------------------|----------|
| Administrative and Contractual Services | Thomas, Karen | Approved | 8/10/2017 - 12:01 PM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 8:38 AM | |

BID RECOMMENDATION

Bid No. 16/17-24, Building Department Numbering and Queuing System

BIDDERS

BID TOTAL

| | |
|----------------------------------|--------------------|
| <u>LAVI Technologies</u> | <u>\$14,768.50</u> |
| <u>Q-Matic</u> | <u>\$39,649.20</u> |
| <u>Horizon Technical Systems</u> | <u>\$16,990.00</u> |
| <u>ACF Technologies Inc.</u> | <u>\$30,537.26</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

TITLE

| | |
|-------------------|---------------------|
| <u>Troy Nagle</u> | <u>MIS Director</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

RECOMMENDATION: Reject all bids as three did not submit a bid bond and the remaining vendor doesn't meet the specifications as set forth in the bid documentation. Staff will reevaluate the project and determine next steps.

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

BID TABULATION FORM

Bid 16/17-24

Date: June 13, 2017

Proj: Building Department Numbering and Queuing System

Time Open: 1:07

Ad: Clay Today, May 18, 2017

Time Close: 1:20

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

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

| Bidder | Bid Bond | Bond Check | Copies | W9 | Insurance | Total Amount |
|-----------------------------|----------|------------|--------|----|-----------|--------------|
| 1 Lavi Industries | | | ✓ | | | \$ 14,768.50 |
| 2 Q-Matic Corporation | | | ✓ | ✓ | | \$ 29,649.20 |
| 3 Horizon Technical Systems | | \$850.00 | ✓ | ✓ | ✓ | \$16,990.00 |
| 4 ACF Technologies, Inc | | | ✓ | ✓ | ✓ | \$ 30,537.26 |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | | | | | | |

Staff Assigned to tabulate bids and make recommendations:

Troy Nagle
Name

M J S Manager
Title

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

Bid Opening Witnessed By: Donna Fish
(BCC)

[Signature]
Clerk
[Signature]
Department Representative



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Finance and Audit Committee

DATE: 7/26/2017

FROM: Administrative and Contractual Services

SUBJECT: Approval of the Agreement with Idatix Corporation, d/b/a DOCUPhase, along with sole source designation and advance payment, for FY 17/18 ISynergy maintenance, for a term of one year, at the cost of \$13,298.00. Funding Source: 001-0107-546100 (General Fund / MIS / Repairs & Maintenance) (T. Nagle)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The purpose of this Agreement is for document management system services for County records.

Is Funding Required (Yes/No):
Yes

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

Funding Source: General Fund / MIS / Repairs & Maintenance
Account # 001-0107-546100 Amount - \$13,298.00

Sole Source (Yes\No):
Yes

Advanced Payment (Yes\No):
Yes

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

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ☐ [Idatix Agreement](#)
- ☐ [Advance Payment Doc](#)
- ☐ [Sole Source Doc](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|---|-----------------------|----------|---------------------|----------|
| Administrative and Contractual Services | Thomas, Karen | Approved | 8/9/2017 - 4:44 PM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 8:38 AM | |

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JUL 24 2017

Clay County Attorney's Office

AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE
BCC
FIN 8-1-17

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

DATE: 7/19/2017
Staff Member Preparing Form: Troy Nagle/ M. Sturdivant
Department Submitting Contract: MIS
Vendor Name: Idatix Corporation DBA DOCUPHASE
Contract Title: 2017/2018 Contract

SUMMARY (TO BE COMPLETED BY DEPARTMENT)

| | Yes | No | |
|-------------------------------|-------------------------------------|-------------------------------------|---|
| 1. New Contract | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9. Contract Amount (*Detail negotiation efforts below): \$13,298.00 |
| 2. Renewal/Amend./Supplement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 10. Previous Price (*If increase explain below) : \$13,298.00 |
| 3. Sole Source *(explain) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. Date of Original Contract: N/A |
| 4. Quotes/bid policy met | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. Number of Renewals: N/A |
| 5. Need to waive bid policy | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 13. Length of Term : 1 YEAR |
| 6. Automatic renewal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 14. Price Negotiation Efforts: |
| 7. Standard Addendum Executed | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 8. Advance Payment Required | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

Requested Action: (Please type below)

Approval of Contract for ISynergy Maintenance 17/18

Background/Purpose: (Please type below)

Document Management System for County Records

Funding Source

Account Number:

001-0107-546100

FULL Account Name:

MIS GENERAL FUND, REPAIRS & MAINTENANCE

Approvals

| | | |
|--------------------------------|-------------------------------------|--------------------------|
| Purchasing: <i>[Signature]</i> | No Changes | With Changes |
| Review Date: 7-24-17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | |
|----------------------------|-------------------------------------|--------------------------|
| Budget: <i>[Signature]</i> | No Changes | With Changes |
| Review Date: 7/24/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | |
|-----------------------------|-------------------------------------|--------------------------|
| Finance: <i>[Signature]</i> | No Changes | With Changes |
| Review Date: 7/24/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | |
|-------------------------------------|-------------------------------------|--------------------------|
| County Attorney: <i>[Signature]</i> | No Changes | With Changes |
| Review Date: 7/24/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Recommended Changes: (Please type below)

*Sole Source Explanation: (Please type below)

Clay County wishes to continue to use Idatix Corporation for Record Management. See attached Sole Source documentation.

CLAY COUNTY BOARD OF COMMISSIONERS

2017 JUL 20 A 10:54

RECEIVED
PURCHASING DIVISION

**CONTRACT/AGREEMENT
IDATIX CORPORATION, DBA DOCUPHASE**

This Contract is entered into this _____ day of August, 2017, by and between the Board of County Commissioners of Clay County, Florida ("County"), whose address is 477 Houston Street, Green Cove Springs, FL 32043, and Idatix Corporation, dba DOCUPhase ("Contractor"), a Florida Corporation, with a place of business at 1499 Gulf to Bay Blvd, Suite 300, Clearwater, FL 33755.

RECITALS

WHEREAS, the County has been using ISynergy software as its record management system and currently has over 1 million documents indexed as part of this system; and

WHEREAS, the County has paid for licensing, maintenance, and support of the ISynergy software via purchase order since the original purchase of the software; and

WHEREAS, the County now wishes to enter into an Agreement for the purchase of the annual licensing, maintenance, and support of the ISynergy software; and

WHEREAS, the Contractor's Quote and Statement of Work for the annual licensing, maintenance and support of the ISynergy software is attached hereto and made a part hereof as Exhibit A; and

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

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall commence upon execution by both parties, whichever is later, and shall end on July 31, 2018, unless terminated earlier. The County may terminate this Agreement without cause by providing written notice to Contractor thirty days prior to termination.
2. The total price for the annual licensing, maintenance and support of the ISynergy software is \$13,298.00 as described in Exhibit A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives.

Idatix Corporation, dba DOCUPhase
1499 Gulf to Bay Blvd suite 300
Clearwater, Fl. 33755

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

By: _____

By: _____

Wayne Bolla, Chairman

(PRINT NAME)

Date _____

Date: _____

ATTEST FOR CLAY COUNTY:

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



Exhibit A

DOCUPHASE

iDatix Corporation
1499 Gulf to Bay Blvd
Suite 300
Clearwater FL 33755
727-441-8228
www.docuphase.com

Bill To

Finance Department
Clay County Bd of Commissioners
2519 State Road 16 W
PO Box 1366
Green Cove Springs FL 32043

Quote

Page 1 of 2

Date 6/1/2017**Quote #** 5933

Sales Rep Donna Carey
Expires 7/31/2017
End User 159 Clay County Board of Commissioners

Reseller
Distributor
Payment Terms Due on receipt
HOLD FOR PO: Annual Maintenance
Memo: Renewal

| Item | Qty | Description | Amount | Contract Term | Start Date | End Date |
|--------------------|-----|---|----------|---------------|------------|-----------|
| ISY-A-SRV05-MSD-MR | 1 | Annual Maintenance Renewal - iSynergy Base Server; ADIS, 5-Concurrent Users, 1-MFDSrv, 1-DXSrv, 1-MI2, 1-SDX-MED1-IS, 5-SDX-Lite, 1-iLink Server, 5-iLink Users, Fulltext, iAlerts, Office Addins, 5 Concurrent Basic Analytics Users | 1,500.00 | 12 | 8/1/2017 | 7/31/2018 |
| ISY-A-C001-MR | 7 | Annual Maintenance Renewal: iSynergy 1-99 concurrent user licenses includes 1-SDX-LITE; 1-iLink User | 1,400.00 | 12 | 8/1/2017 | 7/31/2018 |
| ISY-A-N001-MR | 2 | Annual Maintenance Renewal: iSynergy 1-99 named user licenses includes 1-SDX-LITE; 1-iLink User (Note: Requires iLink Server license) | 200.00 | 12 | 8/1/2017 | 7/31/2018 |
| SDX-A-XLOW1-T-MR | 2 | Annual Maintenance Renewal: ScanDox - xtra Low Speed (Up to 25 PPM) TWAIN Only | 198.00 | 12 | 8/1/2017 | 7/31/2018 |
| API-A-ISY1-MR | 1 | Annual Maintenance Renewal: iSynergy API / SDK Developer's ToolKit - includes 1 SpeedLoader Runtime | 1,500.00 | 12 | 8/1/2017 | 7/31/2018 |
| iForms-SrvC-MR | 1 | Annual Maintenance Renewal: iForms solution, with 10 concurrent users | 1,100.00 | 12 | 8/1/2017 | 7/31/2018 |
| iForms-ADV-MR | 1 | Annual Maintenance Renewal: iForms Advanced Solution Server | 2,000.00 | 12 | 8/1/2017 | 7/31/2018 |

Prices exclude state and local tax. Customer is responsible for all travel and expenses billed separately. **Hosted orders (SaaS) are a 12 month commitment and paid in full at the time of signature. Remit signed quote or PO to orders@idatix.com for processing.

I hereby accept this offer with terms and conditions as shown.

Name: _____ Date: _____ (MM/DD/YYYY) Signature: _____



DOCUPHASE

Quote

Page 2 of 2

Date

6/1/2017

Quote #

5933

| Item | Qty | Description | Amount | Contract Term | Start Date | End Date |
|-----------------|-----|--|----------|---------------|------------|-----------|
| XTR-Advanced-MR | 1 | Annual Maintenance Renewal: xTractor for Indexing with Advanced OCR Engine, Includes 1 Barcoding Station *Available in 4.1 or greater | 1,400.00 | 12 | 8/1/2017 | 7/31/2018 |
| PRG-SRV0-MR | 1 | Annual Maintenance Renewal: Progression Server and Engine: 5-Named Users, 1-Designer, 1-Manager | 4,000.00 | 12 | 8/1/2017 | 7/31/2018 |

Total \$13,298.00

Prices exclude state and local tax. Customer is responsible for all travel and expenses billed separately. **Hosted orders (SaaS) are a 12 month commitment and paid in full at the time of signature. Remit signed quote or PO to orders@idatix.com for processing.

I hereby accept this offer with terms and conditions as shown.

Name: _____ Date: _____ (MM/DD/YYYY) Signature: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

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

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

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

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

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

[The remainder of this page is intentionally blank.]

ATTEST FOR CLAY COUNTY:

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

(Corporate Seal)

County:

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

By: _____
Wayne Bolla
Its Chairman

Contractor Name: Idatix Corporation DBA
DOCUPhase

By: _____

Printed Name: _____

Title: _____

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

Scrutinized Companies Certification

[Clay County: Idatix Corporation DBA DOCUPHASE]
INSERT PROJECT NAME

Name of Company: Idatix Corporation DBA DOCUPHASE

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:
Idatix Corporation DBA DOCUPHASE

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.



MIS Division

Memo

To: Karen Thomas, Director of Administrative and Contractual Services

From: Troy Nagle, MIS Manager/911 Coordinator

Date: June 6, 2017

Re: DocuPhase-iSynergy Maintenance Advanced Payment

MIS requests advance payment for this purchase as this is a maintenance contract for the software. DocuPhase requires payment before providing the continued support and licensing of their software. These goods and services are necessary for the County to perform its statutory obligations and therefore in the best interest of the County.

CLAY COUNTY, FLORIDA

Sole Source Justification

Vendor: Idatix Corporation DBA DOCUPhase _____

Commodity: ISynergy Software _____

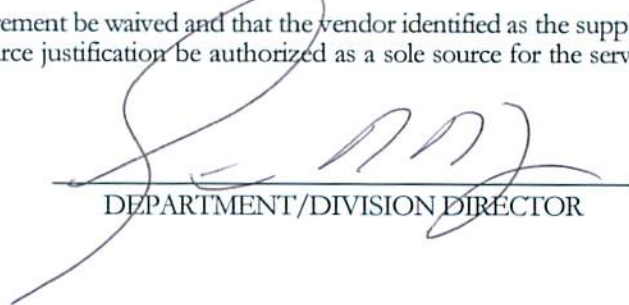
Estimated annual expenditure for the above commodity or service: \$ 13,298.00 _____

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

1. _____ 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. 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. X _____ 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.

DEPARTMENT _____
MZS
DIVISION _____


DEPARTMENT/DIVISION DIRECTOR

DATE _____

COUNTY MANAGER

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



MIS Division

Memo

To: Karen Thomas, Director of Administrative and Contractual Services

From: Troy Nagle, MIS Manager/911 Coordinator

Date: June 19, 2017

Re: Sole Source Justification Idatix Corporation DBA DOCUPhase

Please consider this a request for Sole Source status for Idatix Corporation for their document management system. The County currently has over 1 million records that would have to be converted. If a new solution is purchased the County would incur additional cost for conversion of both the data and the applications.

DIRECT +1.727.683.1703

OFFICE +1.727.441.8228

ADDRESS 1499 GULF TO BAY BOULEVARD
CLEARWATER, FL 33755



6/5/2017

To Clay County Board of Commissioners:

This letter is to confirm that DocuPhase is a sole source product, manufactured, sold and distributed exclusively by DocuPhase. No division of DocuPhase, nor any other company, makes a similar or competing product. This product must be purchased directly by institutions from DocuPhase at the address listed above. DocuPhase has a reseller network that is not authorized to compete with DocuPhase.

There is no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above names item(s) or product(s) because of exclusive distribution or marketing rights.

If you desire additional information, do not hesitate to contact me at (727)441-8228 at any time or visit our website at www.DocuPhase.com. Thank you for your interest in our products.

Martin Levesque

Chief Operating Officer

DOCUPHASE

(t) +1.727.683.1703 | (c) +1.727.424.4734

www.docuphase.com





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Committee

DATE: 8/9/2017

FROM: Purchasing

SUBJECT:

Approval of Second Amendment and Modification to Professional Service Agreement No. 2016/2017-32 with Tidal Basin related to Hurricane Matthew Disaster Recovery Technical Assistance. This Amendment provides for additional services not to exceed \$25,000 and extends the term to Dec. 31, 2017. Funding Source: 001-2116-531000 (General Fund - Disaster Recovery - Professional Services) (L. Mock)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Additional services are necessary related to the FEMA Public Assistance process for disaster reimbursement.

Is Funding Required (Yes/No):

Yes

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

Yes

Funding Source: 001-2116-531000 (General Fund - Disaster Recovery - Professional Services)

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

▯ [Tidal Basin amendment](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|--|-----------------------|----------|----------------------|----------|
| Administrative and Contractural Services | Thomas, Karen | Approved | 8/10/2017 - 12:02 PM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 8:41 AM | |

RECEIVED
AUG - 4 2017

Clay County Attorney's Office

AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

DATE: 8/1/17
Staff Member Preparing Form: Karen Thomas for John Ward
Department Submitting Contract: Emergency Management
Vendor Name: Tidal Basin
Contract Title: Second Amendment and Modification to Agreement 2016/2017-32

SUMMARY (TO BE COMPLETED BY DEPARTMENT)

| | Yes | No | |
|-------------------------------|-------------------------------------|-------------------------------------|---|
| 1. New Contract | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 9. Contract Amount (*Detail negotiation efforts below) \$24,000 \$25,000 |
| 2. Renewal/Amend./Supplement | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10. Previous Price (*If increase explain below) \$74,000 |
| 3. Sole Source *(explain) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11. Date of Original Contract Oct. 10, 2016 |
| 4. Quotes/bid policy met | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12. Number of Renewals |
| 5. Need to waive bid policy | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 13. Length of Term Oct. 10, 2016-Dec. 31, 2017 |
| 6. Automatic renewal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 14. Price Negotiation Efforts: |
| 7. Standard Addendum Executed | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 8. Advance Payment Required | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |

Requested Action: (Please type below)

Approval of Second Amendment and Modification

Funding Source

Account Number:

001-2116-531000

FULL Account Name:

Gen. Fund-Disaster Recovery-Prof. Services

Background/Purpose: (Please type below)

Allows for additional services to satisfy FEMA Public Assistance Process

Approvals

| | | |
|----------------------------|-------------------------------------|--------------------------|
| Purchasing: JK | No Changes | With Changes |
| Review Date: 8/3/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Recommended Changes: (Please type below)

| | | |
|----------------------------|-------------------------------------|--------------------------|
| Budget: SA | No Changes | With Changes |
| Review Date: 8/3/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | |
|----------------------------|-------------------------------------|--------------------------|
| Finance: m | No Changes | With Changes |
| Review Date: 8/5/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | |
|----------------------------|-------------------------------------|--------------------------|
| County Attorney: EM | No Changes | With Changes |
| Review Date: 8-7-17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

*Sole Source Explanation: (Please type below)

COMMISSIONERS
CLAY COUNTY BOARD OF
JULY 2017 - 3:27

**SECOND AMENDMENT AND MODIFICATION TO
AGREEMENT #2016/2017-32
TIDAL BASIN PROFESSIONAL SERVICES**

This Second Amendment and Modification to Agreement #2016/2017-32 is entered into this _____ day of _____, 2017, by and between the Board of County Commissioners of Clay County, Florida (hereinafter referred to as the "COUNTY"), whose address is 477 Houston Street, Green Cove Springs, FL 32043, and Tidal Basin Government Consulting, LLC (hereinafter referred to as the CONTRACTOR), whose address is 675 N. Washington Street, Suite 400, Alexandria, VA 22314, together hereinafter referred to as the parties.

RECITALS

WHEREAS, the parties have previously entered into an Agreement dated October 19, 2016, designated by the COUNTY as Agreement #2016/2017-32, (hereinafter referred to as the "AGREEMENT"), whereby the CONTRACTOR agreed to provide to the COUNTY certain professional services as specified in the AGREEMENT; and

WHEREAS, the parties entered into a First Amendment and Modification to the AGREEMENT dated March 8, 2017, with the revised period of service to reflect October 10, 2016-April 30, 2017; and

WHEREAS, the parties desire to reinstate and extend the AGREEMENT'S period of service as modified by the First Amendment and Modification to the AGREEMENT, and provide for an additional not to exceed labor amount of \$25,000.00 for Task Order-CLAYFL-001; and

WHEREAS, the parties wish to modify Task Order-CLAYFL-001, Part 5.0 (Periods of Service), of the AGREEMENT to reflect the period of service as October 10, 2016 – December 31, 2017; and

WHEREAS, the parties wish to modify Task Order-CLAYFL-001, Part 6.0 (Consultant's Compensation for Services), of the AGREEMENT to reflect an additional labor fee not to exceed \$25,000.00; and

WHEREAS, the parties hereto desire to execute this Second Amendment and Modification to the AGREEMENT.

NOW THEREFORE, the parties agree as follows:

1. Agreement #2016/2017-32 is reinstated as further described in paragraph number 2 of this Second Amendment and Modification.

2. Task Order-CLAYFL-001, Part 5.0 (Periods of Service) of the AGREEMENT is hereby modified to read:

PART 5.0 PERIODS OF SERVICE:

October 10, 2016 – December 31, 2017

3. Task Order-CLAYFL-001, Part 6.0 (Consultant's Compensation for Services) of the AGREEMENT is hereby modified to read:

PART 6.0 CONSULTANT'S COMPENSATION FOR SERVICES:

| | |
|---|---------------------|
| 1. Labor – Not to Exceed (NTE) | \$50,400.00 |
| 2. Additional Labor-Not to Exceed (NTE) (Pursuant to First Amendment and Modification to Agreement #2016/2017-32) | \$24,000.00 |
| 3. Additional Labor-Not to Exceed (NTE) (Pursuant to this Second Amendment and Modification to Agreement #2016/2017-32) | \$25,000.00 |
| 4. Expenses – lodging, per diem, mileage | \$ 0.00 |
| 5. Site Travel Mileage | <u>\$ 0.00</u> |
| Total | <u>\$ 99,400.00</u> |

4. Except as modified under paragraph 1, 2 and 3 hereof, the original terms and conditions of the AGREEMENT remain in full force and effect during the AGREEMENT period.

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

Tidal Basin Government Consulting, LLC

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

By: _____

Wayne Bolla, Chairman

Print Name: _____

Attest:

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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Finance and Audit Committee

DATE: 8/10/2017

FROM: Karen Thomas, Administrative &
Contractual Services

SUBJECT:

Approval to post notice of intent and award Bid #16/17-30, Temporary Labor Services to Coherent Staffing Solutions, LLC as needed at the proposed hourly rates, for a two year term. Approval will be effective after 72 hour bid protest period has expired assuming no protest are received. Funding Sources: 401-3802-534600 (Solid Waste Fund / Environmental Services / Temp Labor-Bill-Coll-Mgmt); 001-2801-534600 (General Fund / Animal Care & Control / Temp Labor-Bill-Coll-Mgmt); 001-3201-534600 (General Fund / Parks & Recreation / Temp Labor-Bill-Coll-Mgmt); 001-1202-534600 (General Fund / Building & Custodial Services / Temp Labor-Bill-Coll-Mgmt) (A. Altman)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bid provides temporary laborers to supplement the County's workforce as needed at several departments.

Positions provided for in the bid includes:

Kennel Attendant, Custodial Work, Service Attendants, General Laborers.

The bid also reserves the right to request rates for additional positions as needed during the term of the Agreement.

Is Funding Required (Yes/No):

Yes

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

Yes

Funding Sources: Temp Labor-Bill-Coll-Mgmt Accounts

Account # 401-3802-534600 Solid Waste Fund / Environmental Services

Account # 001-2801-534600 General Fund / Animal Care & Control

Account # 001-3201-534600 General Fund / Parks & Recreation

Account # 001-1202-534600 General Fund / Building & Custodial Services

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

ATTACHMENTS:

Description

- ▢ [Memo - Comparison](#)
- ▢ [Coherent submittal](#)
- ▢ [Redcon submittal](#)
- ▢ [Link Staffing submittal](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|------------|---------------|----------|----------------------|----------|
| | Thomas, Karen | Approved | 8/10/2017 - 12:05 PM | |

Administrative
and
Contractual
Services

County Manager Kopelousos, Stephanie Approved

8/11/2017 - 8:38 AM

| BID COMPARISON | | | | |
|---|-------------|-------------------------------|---------------|----------------------|
| Bid #16/17-30, Temporary Labor Services | | | | |
| | | | | |
| Coherent Staffing Solutions | Hourly Rate | Est. Yearly Total | Overtime Rate | Est. Yearly Total |
| Kennel Attendant | \$ 13.00 | \$ 54,080.00 | \$ 19.50 | \$ 10,140.00 |
| Custodial Work | \$ 13.75 | \$ 85,800.00 | \$ 19.50 | \$ 10,140.00 |
| Service Attendants | \$ 15.99 | \$ 66,518.40 | \$ 23.40 | \$ 12,168.00 |
| General Laborers | \$ 14.00 | \$ 87,360.00 | \$ 21.00 | \$ 10,920.00 |
| | | Estimated Annual Cost: | | \$ 337,126.40 |
| | | | | |
| Redcon Solutions Group | Hourly Rate | Est. Yearly Total | Overtime Rate | Est. Yearly Total |
| Kennel Attendant | \$ 13.50 | \$ 56,160.00 | \$ 20.25 | \$ 10,530.00 |
| Custodial Work | \$ 13.50 | \$ 84,240.00 | \$ 20.25 | \$ 10,530.00 |
| Service Attendants | \$ 18.50 | \$ 76,960.00 | \$ 20.25 | \$ 10,530.00 |
| General Laborers | \$ 13.50 | \$ 84,240.00 | \$ 20.25 | \$ 10,530.00 |
| | | Estimated Annual Cost: | | \$ 343,820.00 |
| | | | | |
| Link Staffing Services | Hourly Rate | Est. Yearly Total | Overtime Rate | Est. Yearly Total |
| Kennel Attendant | \$ 13.26 | \$ 55,161.60 | \$ 19.89 | \$ 10,342.80 |
| Custodial Work | \$ 13.60 | \$ 84,864.00 | \$ 20.40 | \$ 10,608.00 |
| Service Attendants | \$ 18.53 | \$ 77,084.80 | \$ 27.80 | \$ 14,456.00 |
| General Laborers | \$ 13.26 | \$ 82,742.40 | \$ 19.89 | \$ 10,342.80 |
| | | Estimated Annual Cost: | | \$ 345,598.24 |
| | | | | |

BID RECOMMENDATION

Bid #16/17-30, Temporary Labor Services

BIDDERS

BID TOTAL

| | |
|------------------------------------|---------------------|
| <u>Coherent Staffing Solutions</u> | <u>\$337,126.40</u> |
| <u>Redcon Solution Group</u> | <u>\$343,820.00</u> |
| <u>Link Staffing</u> | <u>\$345,598.24</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

TITLE

| | |
|--------------------|-----------------|
| <u>Alan Altman</u> | <u>Director</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

RECOMMENDATION:

Staff recommends awarding contract to low bidder,
Coherent Staffing Solutions.

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

BID TABULATION FORM

Bid 16/17-30

Date: July 25, 2017

Proj: Temporary Labor Services

Time Open: 1:00

Ad: Clay Today, June 29, 2017

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 | Copies | W9 | Insurance | Total Amount |
|----|-----------------------------|--------|----|-----------|---------------|
| 1 | Redcom Solutions Group | ✓ | ✓ | ✓ | \$ 343,820.00 |
| 2 | Coherent Staffing Solutions | ✓ | ✓ | ✓ | \$ 337,126.40 |
| 3 | Link Staffing | ✓ | ✓ | ✓ | 345,598.24 |
| 4 | Amneiforce Inc | | | | no Bid |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |

Staff Assigned to tabulate bids and make recommendations:

Alex Altman
Name

Environmental Services Director
Title

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

Bid Opening Witnessed By: Donna Fish
(BCC)

[Signature]
Clerk

[Signature]
Department Representative

BID FORM: BID No. 16/17-30, TEMPORARY LABOR SERVICES

The Vendor's hourly rate to be charged to the County for laborers to perform various duties specified below:

Note: Clay County does not guarantee any minimum or maximum hours or number of employees. Quantities shown below are estimates only for the purpose of determining the low bidder.

The county reserves the right to request rates for additional laborers (positions) as needed during term of contract.

| Job | Hourly Rate | Est Hours Per Week | Total Cost |
|-----------------------|----------------------|---------------------------|-----------------------|
| Kennel Attendant | <u>13.00</u> | <u>80</u> X 52 weeks | <u>\$ 54,080</u> |
| | Overtime Rate | | |
| | <u>19.50</u> | <u>10</u> X 52 weeks | <u>\$ 10,140</u> |
| | Hourly Rate | Est Hours Per Week | Total Cost |
| Custodial Work | <u>13.75</u> | <u>120</u> X 52 Weeks | <u>\$ 85,800</u> |
| | Overtime Rate | | |
| | <u>19.50</u> | <u>10</u> X 52 Weeks | <u>\$ 10,140</u> |
| | Hourly Rate | Est Hours Per Week | Total Cost |
| Service Attendants | <u>15.99</u> | <u>80</u> X 52 Weeks | <u>\$ 66,518.40</u> |
| | Overtime Rate | | |
| | <u>23.40</u> | <u>10</u> X 52 Weeks | <u>\$ 12,168.00</u> |
| | Hourly Rate | Est Hours Per Week | Total Cost |
| General Laborers | <u>14.00</u> | <u>120</u> X 52 Weeks | <u>\$ 87,360.00</u> |
| | Overtime Rate | | |
| | <u>21.00</u> | <u>10</u> X 52 Weeks | <u>\$ 10,920.00</u> |
| Estimated Annual Cost | | | <u>\$337,126.40</u> ✓ |

COMPANY NAME: Coherent Staffing Solutions, LLC

BID No. 16/17-30. TEMPORARY LABOR SERVICES

CORPORATE DETAILS:

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

COMPANY NAME: Coherent Staffing Solutions, LLC

ADDRESS: 121 S Orange Ave, Ste 1500

Orlando, FL 32801

TELEPHONE: (407) 377 6338

FAX #: (407) 278 4039

E-MAIL: JSinkfield@coherentstaffing.com

Name of Person submitting Bid: Jacqueline Sinkfield

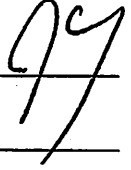
Title: President & CEO

Signature: 

Date: July 21, 2017

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No.1 Date: 7/18/17 Acknowledged by: Jacqueline Sinkfield 

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

BID FORM: BID No. 16/17-30, TEMPORARY LABOR SERVICES

The Vendor's hourly rate to be charged to the County for laborers to perform various duties specified below:

Note: Clay County does not guarantee any minimum or maximum hours or number of employees. Quantities shown below are estimates only for the purpose of determining the low bidder.

The county reserves the right to request rates for additional laborers (positions) as needed during term of contract.

| Job | Hourly Rate | Est Hours Per Week | Total Cost |
|-----------------------|--------------------------------------|-----------------------|------------------------------|
| Kennel Attendant | <u>13.50</u> | <u>80</u> X 52 weeks | <u>\$ 56,160</u> ✓ |
| | Overtime Rate <u>20.25</u> | <u>10</u> X 52 weeks | <u>\$ 10,530</u> ✓ |
| Custodial Work | <u>13.50</u> | <u>120</u> X 52 Weeks | <u>\$ 84,240</u> ✓ |
| | Overtime Rate <u>20.25</u> | <u>10</u> X 52 Weeks | <u>\$ 10,530</u> ✓ |
| Service Attendants | <u>18.50</u> | <u>80</u> X 52 Weeks | <u>\$ 76,960</u> 76,960 ✓ |
| | Overtime Rate <u>20.25</u> | <u>10</u> X 52 Weeks | <u>\$ 10,530</u> ✓ |
| General Laborers | <u>17.70</u> | <u>120</u> X 52 Weeks | <u>\$ 84,240</u> |
| | Overtime Rate <u>20.25</u> | <u>10</u> X 52 Weeks | <u>\$ 10,530</u> ✓ |
| Estimated Annual Cost | | | <u>\$ 343,820</u> 343,720.00 |

COMPANY NAME:

Releon Solutions Group

BID No. 16/17-30, TEMPORARY LABOR SERVICES

CORPORATE DETAILS:

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

COMPANY NAME: Redcon Solutions Group LLC

ADDRESS: 3218 E. Colonial Dr Ste 6
Orlando FL 32803

TELEPHONE: 407 601 0567 407-601-0567

FAX #: 321-281 8380

E-MAIL: Kyle.Evans@redcon-solutions-group.com

Name of Person submitting Bid: Kyle Evans

Title: President / CEO

Signature: [Signature]

Date: 7/21/17

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 7/18/17 Acknowledged by: [Signature]

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

BID FORM: BID No. 16/17-30, TEMPORARY LABOR SERVICES

The Vendor's hourly rate to be charged to the County for laborers to perform various duties specified below:

Note: Clay County does not guarantee any minimum or maximum hours or number of employees. Quantities shown below are estimates only for the purpose of determining the low bidder.

The county reserves the right to request rates for additional laborers (positions) as needed during term of contract.

| Job | Hourly Rate | Est Hours Per Week | Total Cost |
|--------------------|------------------------------|---------------------------|-----------------------|
| Kennel Attendant | <u>\$13.26</u> | <u>80</u> X 52 weeks | <u>\$ 55,161.60</u> ✓ |
| | Overtime Rate | | |
| | <u>\$19.89</u> | <u>10</u> X 52 weeks | <u>\$ 10,342.80</u> ✓ |
| | Hourly Rate | Est Hours Per Week | Total Cost |
| Custodial Work | <u>\$13.60</u> | <u>120</u> X 52 Weeks | <u>\$ 84,864.00</u> ✓ |
| | Overtime Rate | | |
| | <u>\$20.40</u> | <u>10</u> X 52 Weeks | <u>\$ 10,608.00</u> ✓ |
| | Hourly Rate | Est Hours Per Week | Total Cost |
| Service Attendants | <u>\$18.53</u> | <u>80</u> X 52 Weeks | <u>\$ 77,084.80</u> ✓ |
| | Overtime Rate | | |
| | <u>\$27.80</u> | <u>10</u> X 52 Weeks | <u>\$ 14,456.00</u> ✓ |
| | Hourly Rate | Est Hours Per Week | Total Cost |
| General Laborers | <u>\$13.26</u> | <u>120</u> X 52 Weeks | <u>\$ 82,742.40</u> ✓ |
| | Overtime Rate | | |
| | <u>\$19.89</u> | <u>10</u> X 52 Weeks | <u>\$ 10,342.80</u> ✓ |
| | Estimated Annual Cost | \$ 345,598.24 | 345,602.40 ✓ |

COMPANY NAME: Link Staffing Services

BID No. 16/17-30, TEMPORARY LABOR SERVICES

CORPORATE DETAILS:

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

COMPANY NAME: Staff link, Inc. d.b.a. Link Staffing Services

ADDRESS: 1800 Bering Dr., Suite 800
Houston, TX 77057

TELEPHONE: 713-784-4400

FAX #: 713-784-4454

E-MAIL: Contracts@linkstaffing.com

Name of Person submitting Bid: Michelle Bearden

Title: Vice President

Signature: Michelle F. Bearden

Date: 7/20/17

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

BID No. 16/17-30, TEMPORARY LABOR SERVICES
(As provided by Animal Care & Control)

Scope of Services

The scope of services is as described in the following pages.

The County requires the services of a Contractor to provide temporary laborers to perform work tasks as needed at several locations (Clay County Departments) within in Clay County as outlined below. Contractor must meet insurance and bond requirement listed on pages 9 – 10.

1. The Contractor shall be responsible for providing temporary labor to supplement the County's workforce as follows:
 - A. Kennel Attendant at Animal Care & Control facility, 3984 State Rd 16 West, Green Cove Springs FL 32043: It is estimated that 2 kennel attendants with the knowledge, skills and ability to function in a high paced, high volume hands on animal work atmosphere, working 40 hours per week will be required during the period October 1, 2017 through September 30, 2019. The Contractor shall make reasonable efforts to maintain a group of workers (that is consistent through the course of each week). The County reserves the right to utilize more or less laborers as is determined by the County to be needed, to include the right to terminate the Contract in the event it is decided the County no longer requires labor services.
 - B. Custodial workforce at various Clay County facilities in Clay County: It is estimated that 2-5 non skilled laborers, working 20 to 40 hours per week, will be required during the period October 1, 2017 through September 30, 2019. The Contractor shall make reasonable efforts to maintain a group of workers (that is consistent through the course of each week). The County reserves the right to utilize more or less laborers as is determined by the County to be needed, to include the right to terminate the Contract in the event it is decided the County no longer requires labor services.
 - C. Service Attendants workforce at Fleet Maintenance at Public Works Facility, 5 Esplanade Ave, Green Cove Springs, FL 32043: It is estimated that 1-2 semi-skilled service attendants, knowledge of oil changes and minor automotive inspection, working 20 to 40 hours per week, will be required during the period October 1, 2017 through September 30, 2019. The Contractor shall make reasonable efforts to maintain a group of workers (that is consistent through the course of each week). The County reserves the right to utilize more or less laborers as is determined by the County to be needed, to include the right to terminate the Contract in the event it is decided the County no longer requires labor services.
 - D. General laborers at various Clay County Departments and maintenance yards in Clay County: It is estimated that 2-5 non skilled laborers, working 20 to 40 hours per week, will be required during the period October 1, 2017 through September 30, 2019. The Contractor shall make reasonable efforts to maintain a group of

workers (that is consistent through the course of each week). The County reserves the right to utilize more or less laborers as is determined by the County to be needed, to include the right to terminate the Contract in the event it is decided the County no longer requires labor services.

2. The Contractor hourly bill rate shall include all wages, withholdings, FICA, Medicare, payroll taxes, unemployment insurance and worker's compensation insurance, etc. as is required by law. Each Monday the contractor will mail each Clay County Department an original invoice for all the hours worked by the Contractors employees on Clay County Department projects during the past week, plus charges for any time not reported from previous weeks.
3. The Contractor will provide all Personal Protective Equipment (PPE) necessary for its employees as is necessary to perform the job duties required (i.e. Gloves, Safety glasses, etc.).
4. The Contractor will provide drug and background screening for all its workers used in this program, and provide the County evidence of such testing and screening upon request.
5. The Contractor shall ensure all workers dress and conduct themselves in a professional and safe manner.
6. The Contractor proposes and agrees, if bid is accepted, to enter into an agreement with Clay County which is substantially in the form included in these bidding documents, to include the sample Agreement/Contract attached, to perform all work as specified or indicated for the price bid. To the extent any provisions in the sample contract conflict with the provisions specified in the bid documents, then the provisions of the bid documents will be utilized.
7. In submitting a proposal, Bidder represents, as set forth in the Bid, that:
 - A. Bidder has examined and carefully studied the Bid documents and other related data identified in the Bid documents.
 - B. Bidder will have visited the work location and will have become familiar with, and will be satisfied as to the general site conditions that may affect cost and performance of the Work.
 - C. Bidder is familiar with and is satisfied as to all permits and federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - D. Bidder has examined all documents included in the bid specifications, including the Appendix, for the requirements of this bid, bid response and contractual arrangement with the County.
8. The County will provide adequate daily supervision of all of the Vendor's employees and will, on a daily basis, accurately record all individual employees' work hours for which the Vendor will be compensated.
9. The County will provide lunch and rest breaks as are required by law. The standard

workday schedule provides for two fifteen minute breaks, and a thirty minute lunch break.

10. Bidder accepts all of the terms and conditions of the Advertisement, Request for Bid Instructions and Scope of Services. The Bid will remain subject to acceptance for sixty (60) days after the bid opening, or for such longer period of time that Bidder may agree in writing upon request of the County.
11. The county reserves the right to seek pricing from successful vendor for additional laborers (positions) that may be needed during the term of the contract.

Bid Invitations Sent to the Following Companies for:
Bid #16/17-30, Temporary Labor Services

Careers, USA
22nd Century Staffing, Inc.
Cutting Edge Recruiting Solutions
Abacus Service Corporation
Visium Resources
Redcon Solutions Group
JAG Professional Resources
Manpower
People Ready (A True Blue Company)
Corporate Temps
Pacesetter Personnel Services
O C Services Corp.
Ameriforce Industrial Services
Labor Ready
Labor Finders
Staffing of St Augustine
Radgov, Inc.
The Fountain Group, LLC
Alluvion Staffing
Associate Staffing
LIS Staffing
Act-1 Government Solutions
Mitaja Corporation
v-Tech Solution, Inc.
FSBDC at the University of North Florida
Link Staffing
Kelly Services
Oasis Staffing
Corporate Temps
Pack Plus, Inc. dba Josmar Medical Staffing
Source 2
Lyneer Staffing Solutions
Perfecta, LLC
CMTS
Marathan Staffing Group
Coherent Staffing Solutions

BID FORM: BID No. 16/17-30, TEMPORARY LABOR SERVICES

The Vendor's hourly rate to be charged to the County for laborers to perform various duties specified below:

Note: Clay County does not guarantee any minimum or maximum hours or number of employees. Quantities shown below are estimates only for the purpose of determining the low bidder.

The county reserves the right to request rates for additional laborers (positions) as needed during term of contract.

| Job | Hourly Rate | Est Hours Per Week | | Total Cost |
|--------------------|----------------------|---------------------------|------------|---------------------|
| Kennel Attendant | <u>13.00</u> | <u>80</u> | X 52 weeks | <u>\$ 54,080</u> |
| | Overtime Rate | | | |
| | <u>19.50</u> | <u>10</u> | X 52 weeks | <u>\$ 10,140</u> |
| | Hourly Rate | Est Hours Per Week | | Total Cost |
| Custodial Work | <u>13.75</u> | <u>120</u> | X 52 Weeks | <u>\$ 85,800</u> |
| | Overtime Rate | | | |
| | <u>19.50</u> | <u>10</u> | X 52 Weeks | <u>\$ 10,140</u> |
| | Hourly Rate | Est Hours Per Week | | Total Cost |
| Service Attendants | <u>15.99</u> | <u>80</u> | X 52 Weeks | <u>\$ 66,518.40</u> |
| | Overtime Rate | | | |
| | <u>23.40</u> | <u>10</u> | X 52 Weeks | <u>\$ 12,168.00</u> |
| | Hourly Rate | Est Hours Per Week | | Total Cost |
| General Laborers | <u>14.00</u> | <u>120</u> | X 52 Weeks | <u>\$ 87,360.00</u> |
| | Overtime Rate | | | |
| | <u>21.00</u> | <u>10</u> | X 52 Weeks | <u>\$ 10,920.00</u> |

Estimated Annual Cost **\$337,126.40**

COMPANY NAME: 99 Coherent Staffing Solutions, LLC



Coherent Staffing Solutions

Temporary Labor Services

Bid No. 16/17-30

Due 4:00 PM July 24, 2017

Opening 1:00 PM July 25, 2017

SUBMITTED TO:

**Clay County Board of County Commissioners
Clay County Administration Building
4th Floor, Reception Area
477 Houston Street
Green Cove Springs, FL 32043**

SUBMITTED BY:

**Jacqueline Sinkfield, President/CEO
Coherent Staffing Solutions
121 S Orange Ave, Ste 1500
Orlando, FL 32801
Tel.: 407-377-6338
Fax: 407-278-4039**

E-mail:

**jsinkfield@coherentstaffing.com
Website: www.coherentstaffing.com**



121 S. Orange Ave, Ste 1500
Orlando, FL 32801

Transmittal of Bid Bond in the amount of \$5,000 Cashier's Check

July 21, 2017

To the Finance Department of Clay County:

Attached to this letter, in the original version of our proposal for Bid 16/17-30, Temporary Labor Services, is a bid bond in the amount of \$5,000.

We ask that this be returned to us, as soon as the County has made their selection of award; or after 60 days whichever is first.

The address to return the bid bond is our mailing address of:

Coherent Staffing Solutions
PO Box 608230
Orlando, FL 32860

If there are any questions please feel free to contact me at (407) 377 6338.

Email: Jsinkfield@coherentstaffing.com

Sincerely,

A handwritten signature in blue ink, appearing to read 'JS', is written over the printed name.

Jacqueline Sinkfield, MS, SPHR
President & CEO

Bank of America

Cashier's Check

No. 1056108267

Notice to Purchaser: In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Valid After 90 Days

10-11140

Date 07/21/17 03:04:38 PM

KENNEDY BLVD

0001 0007130 0154

Pay



BANK OF AMERICA
FIVE ZERO ZERO ZERO CT SCTS

Five Thousand and 00/100 Dollars

\$5,000.00

To The CLAY COUNTY
Order Of BID 16/17-30

Remitter (Purchased By): COHERENT STAFFING SOLUTIONS, LLC

Bank of America, N.A.
SAN ANTONIO, TX

[Signature]

AUTHORIZED SIGNATURE

⑈ 1056108267 ⑈ ⑆ 114000019 ⑆ 001641001973 ⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

BID No. 16/17-30, TEMPORARY LABOR SERVICES

CORPORATE DETAILS:

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

COMPANY NAME: Coherent Staffing Solutions, LLC

ADDRESS: 121 S Orange Ave, Ste 1500
Orlando, FL 32801

TELEPHONE: (407) 377 6338

FAX #: (407) 278 4039

E-MAIL: JSinkfield@coherentstaffing.com

Name of Person submitting Bid: Jacqueline Sinkfield


Title: President & CEO

Signature: 

Date: July 21, 2017

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No.1____Date: 7/18/17____Acknowledged by: Jacqueline Sinkfield 

Addendum No.____Date:____Acknowledged by: _____

Addendum No.____Date:____Acknowledged by: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

- (1) The prospective Vendor, Coherent Staffing Solutions, LLC, 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:

Coherent Staffing Solutions

By: 

Signature

President & CEO

Name and Title

121 S Orange Ave, Ste 1500

Street Address

Orlando, FL 32801

City, State, Zip

July 21, 2017

Date

Scrutinized Companies Certification
[Clay County Bid #16/17-30, Temporary Labor Services]

Name of Company:¹ Coherent Staffing Solutions, LLC

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

(Seal)

Insert Name of Company:

Coherent Staffing Solutions

By:


Jacqueline Sinkfield

Its President & CEO

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.

Bid #16/17-30, Temporary Labor Services - References Form

| | |
|----------------------------------|---|
| Company Name | Florida Department of Transportation |
| Address | 5007 N.E. 39 th Avenue |
| City, State, Zip | Tallahassee, FL 32609 |
| Contact Person | Greg Hill, CPPB, FCCM, FCCN |
| Telephone & Fax | 850 414 4482 |
| E-mail Address | greg.hill@dot.state.fl.us |
| Dates of Service | October 2015 to Present |
| Project Name and Type of Service | Temporary and Contract Staffing Services (Gainesville, FL) |
| Comments | Coherent provides temporary and contract personnel to the FDOT in a variety of fields including, administrative, information technology, engineering, labor and laboratory testing. |

| | |
|----------------------------------|---|
| Company Name | Florida Department of Environmental Protection- South District |
| Address | 3319 Maguire Blvd |
| City, State, Zip | Orlando, FL 32803 |
| Contact Person | Pamela Ammon, Business Program |
| Telephone & Fax | 407 897 2956 |
| E-mail Address | Pamela.Ammon@dep.state.fl.us |
| Dates of Service | April 6, 2017 to May 26, 2017 |
| Project Name and Type of Service | Pre-Indexing Project |
| Comments | Coherent provided a project team to assist the DEP with a pre-indexing project that required project staffing, management and oversight. The team members (7 total) were trained in the Department's software and properly logged and prepared over 750 boxes of documents for archiving. This project was completed on time. We have a recommendation from Ms. Ammon attached. |

| | |
|-----------------------------------|---|
| Company Name | Florida Department of Environmental Protection- South District |
| Address | 2295 Victoria Ave #364 |
| City, State, Zip | Fort Myers, FL |
| Contact Person | Randal Landers, Business Planning Administrator |
| Telephone & Fax | 239-344-5659 |
| E-mail Address | randal.landiers@dep.state.fl.us |
| Dates of Service | April 6, 2017 to May 19, 2017 |
| Project Name and Types of Service | Pre-Indexing Project |
| Comments | Coherent provided a project team to assist the DEP with a pre-indexing project that required project staffing, management and oversight. The team members (6 total) were trained in the Department's software and properly logged and prepared over 570 boxes of documents for archiving. This project was completed on time. |

Provide at least three (3) similar completed projects and all similar projects completed in Florida in the past 10 years. Use additional pages as necessary.



Florida Department of Environmental Protection

Central District Office
3319 Maguire Blvd, Suite 232
Orlando, Florida 32803
DEP_CD@dep.state.fl.us

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Ryan E. Matthews
Interim Secretary

May 30, 2017

Re: Reference letter for Coherent Staffing Solutions

To Whom it May Concern:

I am writing this letter to recommend the services of Coherent Staffing Solutions. They came under contract with the Florida Department of Environmental Protection, Central District Office in March of 2017 to complete a large file project involving over 1,000 boxes of files (approx. 3.2 million sheets of paper).

The staff, leadership, and owner of the company were extremely professional. They arrived on schedule, ensured deliverables were completed, and followed up on any matters discussed. The staff hired for the project were very competent, highly skilled, and always well dressed. In addition, they were polite, respectful, and demonstrated effective team work.

The project was completed ahead of schedule, with weekly updates provided detailing progress made, any concerns, and successes for the week.

Without the oversight, attention to detail, highly skilled staff, and excellent leadership offered through Coherent, the project would not have been completed and we would still be attempting to meet our deadlines.

I highly recommend Coherent Staffing Solutions.

Please feel free to contact me anytime.

A handwritten signature in cursive script, appearing to read "P. Ammon".

Pamela Ammon, MBA
Business Program Administrator
FDEP Central District
Pamela.Ammon@dep.state.fl.us
407-897-2956

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. <i>Lehman Shihing Subhany LLC</i> | | |
| 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 checked="" 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.) <i>121 S Orange Ave Ste 1500</i> | Requester's name and address (optional) | |
| 6 City, state, and ZIP code <i>Orlando FL 32801</i> | | |
| 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 | | | | | | | | |
| 4 | 7 | - | 1 | 6 | 5 | 6 | 8 | 4 |

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 ▶ <i>[Signature]</i> | Date ▶ <i>7/20/17</i> |
|-----------|---|-----------------------|

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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.

LETTER of TRANSMITTAL

121 S Orange Ave, Ste 1500
Orlando, FL 32801
(407) 377-6338

Donna Fish, Buyer
Clay County Purchasing Division
477 Houston Street
Green Cove Springs, FL 32043

July 21, 2017

Dear Ms. Donna Fish:

Coherent is pleased to submit the enclosed proposal and associated supporting documents in response to Bid 16/17-30, Temporary Labor Services. Coherent acknowledges that we have reviewed the invitation to bid in its entirety and have a thorough understanding of the work to be performed.

In this proposal, we provide Clay County with our background and experience to conduct this important project, present our proposed project team, and describe our detailed work plan. We are committed to performing this work at a level that will exceed your expectations.

Our firm represents the very best in professional experience, quality of work product, customer responsiveness and service. As full-time specialists in the business of providing Temporary Staffing Services support to customers, we are pleased to present you with our qualifications to address your most important challenges and our extensive experience working with customers on similar contracts.

As Coherent's President, I am authorized to bind this firm. Our headquarter information is as follows:

Name: Jacqueline Sinkfield
Company: Coherent Staffing Solutions, LLC
Address: 121 S Orange Ave, Ste 1500
Orlando, FL 32801
Phone: (407) 377-6338

Sincerely,



Jacqueline Sinkfield, MS, SPHR
President/CEO

Table of Contents

Bid Bond: \$5,000 Cashiers Check

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Project Team Resume

Florida Certificate of Status

Insurance Certificates

EXECUTIVE SUMMARY

Coherent (COHERENT) is your dependable staffing solutions provider for temporary employment services. The founder of Coherent, Jacqueline Sinkfield, started the company after a 15 year career in Human Resource Management.

Coherent has consistently demonstrated and earned the reputation to best identify, assess, acquire and deploy preeminent talent that satisfies the most challenging human capital needs of government or commercial entities. We understand that you are seeking a firm that can locate, screen and deploy qualified staff in a variety of labor categories for Clay County. We are confident that we can fulfill your needs.

Coherent's mission is to be the quality and value-added leader in all areas of staffing and talent management solutions by identifying, attracting, assessing, and deploying top level talent. We are a true solutions partner focusing on assisting customers become leaders in their fields by providing them with staff who are effective, efficient, and contribute on Day One.

We continually reinforce our reputation for superior service by providing respect, training, involvement, recognition, reward, security, and advancement to our employees. In a rapidly evolving and constantly changing staffing industry, Coherent conducts research and development, uses state-of-the-art solutions and reviews our methods of operation in a never ending effort to continually improve the quality of the services we offer to both our customers and our employees. Today Coherent is a multimillion dollar company headquartered in Orlando, FL and servicing the State of Florida.

Coherent's Competitive Advantages

- ◆ ***Experienced Recruiters*** – trained in competency/behavioral-based interviewing techniques
- ◆ ***Research and Sourcing*** – utilization of innovative technology, Coherent's proprietary applicant tracking system, social media, i.e., LinkedIn, Facebook, twitter strategic postings, print ads, and employee referrals
- ◆ ***Background and Performance Checks*** – we conduct pre-employment 10 panel drug screens, criminal, employment, educational, credit (if requested), and former supervisor's performance checks
- ◆ ***Assessment and Selection Capabilities*** – are the real value we deliver to our customers and differentiate Coherent from its competition. Our multi-faceted and thorough staffing strategy combines practical judgment based on our recruiters' real world career experience at senior levels in their respective hiring sectors, deep relevant knowledge and experience, along with application of third party instruments and tailored design and assessment approaches.

1. EXPERIENCE AND QUALIFICATION OF PROPOSER

1.1 Company Profile

Coherent Staffing Solutions is a NMSDC Certified woman-owned business. It is a wholly owned staffing solutions company established by Jacqueline Sinkfield with the goal of consistently being the top quality and value-added leader in all areas of staffing and talent management solutions.

Jacqueline Sinkfield, the CEO and Founder of Coherent, started the company after a successful 15 year career in Human Resource Management, of which she reached the VP level for a Nationally recognized staffing firm. She has successfully managed multi-geographical contracts throughout the State of Florida and has recruited administrative, finance, clerical, technical and general labor professionals for companies nationwide. Jacqueline has expert knowledge of human resources principles and best practice models.

Throughout her career, Ms. Sinkfield has demonstrated her ability to form strategic partnerships in order to accomplish business objectives. She has the ability to work with and influence people at all organizational levels, is an effective leader and valuable team player. She holds a Masters Degree and is certified as a Senior Professional Human Resources (SPHR) through the Human Resource Certification Institute.

Based on her vast experience and recruiting network, she has formed a company that recognizes and augments the Human Resource needs of public and private sector organizations.

Coherent is fully licensed and recognized to provide staffing services in the State of Florida.

Following is Coherent's corporate information:

| Corporate Information Category | COHERENT Corporate-specific Information |
|--------------------------------|---|
| Name | Coherent Staffing Solutions |
| State of Incorporation | Florida |
| Corporate Business Address | 121 S Orange Ave, Ste 1500 Orlando, FL 32801 |
| Business Type | LLC |
| Number of Current Employees | 45 |
| Annual Revenue | \$1.75 M |
| Phone | 407-377-6338 |
| Fax | 407-278-4039 |

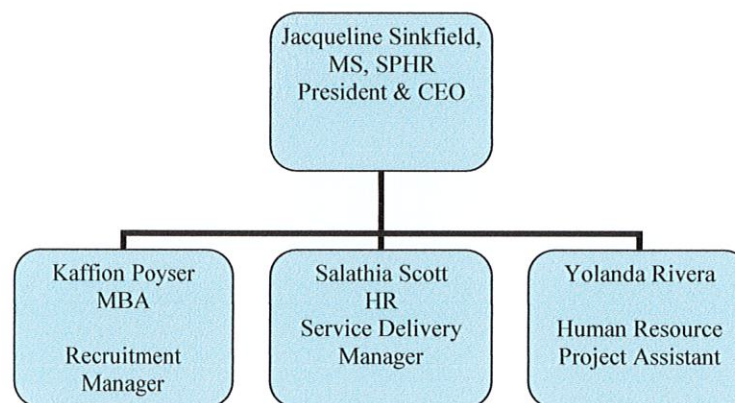
WHY COHERENT?

- ◆ 15 years of successful experience in delivering staffing solutions to the government, public, and commercial sectors
- ◆ Engaged partnership
- ◆ Experienced management
- ◆ Dedicated to quality performance and customer satisfaction
- ◆ Small company client focus
- ◆ Cost Savings

Our firm came into being with the mission of “*Helping Customers Meet and Exceed Their Objectives*”. That mission remains unchanged to this day. Our firm represents the very best in professional experience, quality of work product, along with customer responsiveness and service. Coherent is a full-time specialist in the business of providing temporary and full-time staffing services to our customers.

Coherent is dedicated to evaluating the special needs of our customers in order to provide lasting solutions while bearing in mind the financial responsibilities which these institutions have related to delivering their services. Coherent, as a small business partner, offers a flat management structure allowing for direct access by our customers to our company’s CEO. Our corporate management organizational structure is captured in the following diagram.

Figure 1: Coherent’s Corporate Organizational Structure - indicates a lean and efficient management structure which allows direct interaction between our customer’s Contracting Representative and Coherent’s President/CEO.



1.1 Coherent’s Recruiting Team

From our extensive experience on a multitude of staffing assignments, we understand that picking and assigning the right team of professionals is one of the most critical decisions we make. Our team is **outstanding** and **dedicated** to delivering services tailored to the specific needs of the customer in a manner that will meet and exceed your highest expectations. Our professional staff provides our clients industry leadership in both individual qualifications and corporate capability. As individuals, our staff members offer:

- ◆ ***Our team has over 30 years of cumulative staffing experience.*** All of our recruiters provided private and public sector management and consulting services for ten years or more. This includes work both as staff of Coherent, as well as experience with large-scale human services and consulting firms.
- ◆ ***Direct management experience.*** In addition to consulting experience, most of our customer service staff have direct managerial experience in organizations. This background enables us

to understand the importance and implication of our work from the perspective of our customers.

- ◆ ***Commitment to continuous improvement.*** Both as a firm and as individuals, we are committed to improving our consulting skills through continued customer service feedback, regularly modernizing and upgrading our analytical data sets and methodologies, and a program of continuous professional education.

Your advantage in working with Coherent is your access to a robust pool of candidates located in Clay County, FL. We also exalt **customer service**, you will receive a prompt acknowledgement of any work orders received, and the owner of the company is always accessible.

Main Point of Contact: Jacqueline Sinkfield, MS, SPHR (President & CEO)
Alternate Point of Contact: Kaffion Poyser, MBA (Recruitment Manager)

Throughout the balance of the proposal we present in more detail our understanding of the project scope and objectives, our methodology and approach and our extensive qualifications to serve. Our proposal also includes all of the required data, forms and representations required by the RFP. We are confident that a careful reading of our response will convince you that Coherent is the logical choice to support you in this important endeavor.

Coherent is exceptionally well qualified and financially responsible to perform the work in this solicitation. We have enclosed a bid bond in the amount of **\$5,000** with our bid response. We are bidding this contract because we believe that we know how to hire the right talent for the jobs required under this contract. Coherent has demonstrated financial stability and managed all of its financial obligations in a responsible manner, always delivering and paying on time all parties to a staffing transaction.

1.2 Benefits to Coherent's Customers

Focusing exclusively on temporary staffing, the **Coherent Advantage** is the unique combination of our firm's many years of specialized recruitment with a vast database of candidates in the job categories identified, ensuring we deliver only the best people for the job. Through our continually expanding candidate database, you gain access to a vast pool of candidates you might not otherwise have an opportunity to consider along with many other services further detailed.

Based on our knowledge of your requirements and using proprietary systems, Ms. Jacqueline Sinkfield, Coherent's President & CEO, will map job orders and quickly fill your staffing needs from our large pool of pre-qualified candidates. In addition, Coherent can customize our recruitment and matching processes according to projected staffing requirements. Ms. Sinkfield will maintain close contact with our customer's representatives to maintain an awareness of current and upcoming temporary staffing requirements in order to minimize potential disruptions. She will also ensure that all program management, recruitment, human resource and administrative support is engaged on this project with the full authority of the company.

Coherent goes above and beyond to cater to our employees too! This has given us a less than 5% average turnover rate on all of its contracts. Our employees tell us they love working for Coherent. We have an ongoing employee engagement plan and regularly solicit employee feedback. Each employee of Coherent receives a gift card and birthday card during their birthday month. Every two weeks all employees of Coherent receive our bi-weekly employee newsletter.

As our core service, Coherent handles multiple job classifications, encompassing a wide range of skills from administrative, professional, health occupations, craft workers, laborers and helpers, as well as service workers. Coherent can recruit for any position needed.

2.0 STAFFING and Work Plan

Contract Project Lead: Jacqueline Sinkfield, MS, SPHR

Ms. Sinkfield has been in HR Management for more than 15 years. Her experience encompasses, project planning, budgeting, staffing and execution for small and large scale projects throughout the State of Florida. Ms. Sinkfield has a Masters degree and is a certified Sr. Professional in Human Resources by the HR Certification Institute. She has overseen the planning and implementation of off site project teams with much success. She will receive and distribute all job orders within our organization.

Secondary Contact: Recruitment Manager: Kaffion Poysner

Ms. Poysner will be responsible for ensuring our candidate pool for Clay County is sufficient to meet the County's needs. She will be responsible for ensuring quality delivery of our staffing services.

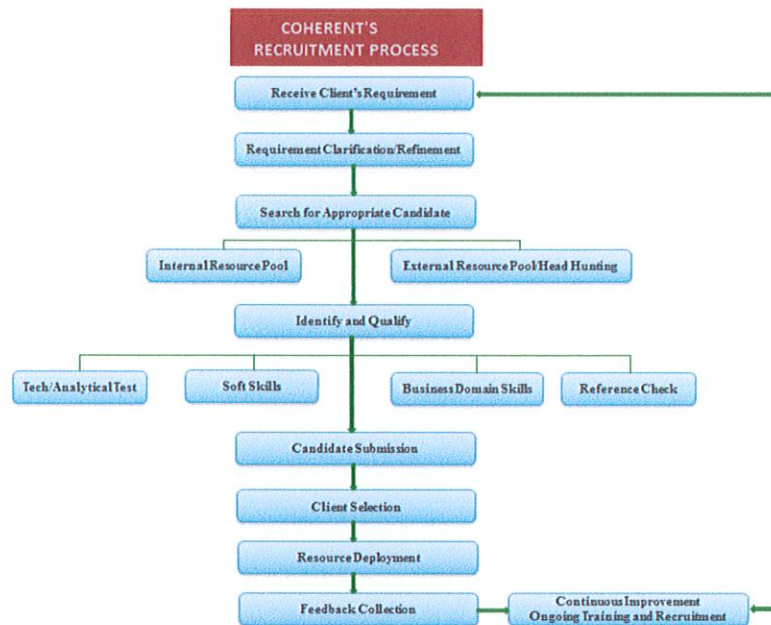
Any personnel substitutions will be with persons of equal or greater experiences and abilities.

Work Plan

Coherent has been using a proven and efficient staffing process illustrated in the following flow chart. **Candidates will be deployed within 4 hours after receiving a job order.**

Coherent has already began the process of building a well qualified candidate pool in Clay County, FL. We have a cadre of individuals who are ready to be deployed to fill all job categories listed in your ITB.

The process described below is a continuous process.



Our experience in the staffing realm has resulted in us having a large databank of individuals who are active job seekers with varying skills throughout the State of Florida.

2.1 Hiring Process Requirements

COHERENT is an Equal Opportunity Employer and adheres to all federal, state, and local laws in relation to its hiring process. Prior to employment, COHERENT conducts the following pre-employment screening for **all** temporary hire staff:

- ◆ Skills Assessments (which includes testing in the area of specific expertise) for each office/clerical position, based on job descriptions provided by our customer
- ◆ Candidate Competency Behavioral Interview (In person or telephonic)
- ◆ Employment verification of last two (2) employers
- ◆ Education verification, as per requirements listed on position description provided
- ◆ Criminal background investigation – ten (10) years
- ◆ Pre-employment drug screen (10 panel)
- ◆ Credit, if the position requires credit screening.

Following temporary staff screening, COHERENT will only assign temporary personnel who meet all the screening and/or Background Investigation criteria. COHERENT is responsible for completion of all government and state required employment and tax forms and all company

specific paperwork. All temporary staff placed on a customer's contract is a W2 employee of COHERENT.

Specifically:

2.2 Prescreening Process

General Employment Requirements

Part of Coherent's general employment requirements is a Background Investigation consisting of conducting a criminal background check on all Temporary Staff. The cost of the background check is part of the COHERENT mark-up. The criminal background check includes an investigation for, and review of any: (i) state and federal felony convictions, (ii) misdemeanor convictions involving moral turpitude, (iii) any crimes in violation of the Violent Crime Control and Law Enforcement Act of 1995, and (iv) any pending deferred adjudications with respect to (i) or (ii), (collectively "Convictions") for the seven years minimum, ten (10) years preferred prior to the effective date of the Temporary Assignment pursuant to which such individual is providing Services. **COHERENT will not allow any temporary staff that has a felony criminal record to perform Services for its customers.** COHERENT will obtain prior approval from its customer if they will allow temporary staff with a misdemeanor criminal record to perform Services. We will also run a motor vehicle check on each employee if driving is part of their job function.

COHERENT ensures that Temporary Staff meet the minimum education and experience requirements as listed on the Temporary Staffing Order provided. COHERENT will also verify that information disclosed on its application, completed by temporary staff, matches any and all that is returned on any verification, check or investigation. Any discrepancies will be disclosed to our customer prior to commencement of assignment for review.

Training and Certification / Orientation Requirements

Coherent's Temporary Staff beginning an assignment with a customer will receive an orientation which will review Coherent's and our customer's policies and assignment requirements, including:

- ◆ COHERENT / temporary staff relationship
- ◆ Work environment, Standards and Expectations
- ◆ Dress and business etiquette
- ◆ COHERENT policies, guidelines as deemed necessary by Human Resources, including signing of Coherent's Drug and Alcohol policy
- ◆ Contact at the time of assignment
- ◆ Confidentiality agreement
- ◆ Agreement/Understanding they are not eligible for any benefits offered through Clay County and are not an employee of Clay County

◆ Placement and assignment details

2.3 Provisions of Job Description

COHERENT will recruit top tier talent by utilizing the Positions Descriptions submitted as part of the Job Order. COHERENT recognizes that these are not to be construed as an exhaustive list of responsibilities and job types, additional requirements may be requested at the time the work order is placed. COHERENT requires each customer to provide at contract onset a comprehensive job description for review for each work assignment. Each description will at a minimum detail responsibilities and outline minimum job requirements and qualifications.

2.4 Managing and Supervising Temporary Staff Requirements

As part of Managing and Supervising Temporary Staff, COHERENT will be responsible for the following:

- ◆ **Weekly** pay to employees, withholding and transmitting all payroll taxes. We will also provide Unemployment insurance and worker's compensation benefits to all employees.
- ◆ **Email** of weekly invoices to Clay County (Monday for the previous week)
- ◆ Addressing personnel matters such as distribution of paychecks, performance evaluations, coaching, and counseling. We will also handle all requests for unemployment and worker's compensation claims.
- ◆ Dealing directly with temporary staff concerning their performance while on assignment; this will not be a customer responsibility .
- ◆ Discipline and Termination of our temporary workers.
- ◆ At the termination of an assignment, notifying the temporary staff of assignment conclusion and completing necessary off-boarding activities
- ◆ Ensuring that while temporary staff is on the customer's premises they will abide by the customer's general rules of work
- ◆ E-Verify all temporary staff to verify eligibility to work in the United States
- ◆ Provide Clay County with all reports, spreadsheets, and forms as requested in Bid No. 16/17-30.

The customer's representative will:

- ◆ Provide day-to-day oversight in relation to the assignment
- ◆ Notify COHERENT of any substantial changes in temporary's staff assignment or job duties and standard practices governing temporary staff behavior

2.5 Timekeeping Requirements

Coherent's timekeeping requirements include:

- ◆ Utilizing weekly timekeeping sheets for each of its temporary staff
- ◆ The temporary staff will complete the timesheets and have them reviewed by their supervisor at the customer location, who will validate hours worked by signing the timesheet
- ◆ The temporary staff will submit the supervisor-signed timesheet by fax to Coherent's Payroll at 407-278-4039. They may also email their time sheets to Time@Coherentstaffing.com at end of business on last work day of the week

2.6 Quality Management Requirements

COHERENT's recruitment manager will complete the following Quality Performance Checks:

- ◆ End of 1st Day Update - validate Customer's Human Resources designated contact satisfaction with temporary staff
- ◆ Follow-up includes the following:
 - No less than every two (2) weeks for assignments of less than six (6) weeks
 - No less than monthly for assignments of over six (6) weeks
 - One (1) week prior to the end of an assignment, COHERENT will contact the customer's Human Resources designated contact to confirm assignment completion and discuss overall performance
- ◆ The customer's Human Resources designated contact will be invited to complete an end of assignment satisfaction survey within one (1) week of assignment completion
- ◆ Business Review Meetings will be held at the customer's facilities as needed and requested by the customer
- ◆ The Business Review Meetings will include COHERENT performance for the previous six (6) months based on metrics defined in the following Reporting section.

The purpose of our Quality Assurance Program is to ensure that COHERENT provides our customers with the level of service they expect from a leader in the Information Technology services industry. The goal of our Quality Assurance Program is to measure Coherent's service levels as well as identify opportunities for improvement. By doing so, we enhance customer satisfaction and improve important operational efficiencies. Customers are surveyed individually and responses are compiled to reflect customer-specific results as well as enterprise-wide analysis. Measuring customer satisfaction will guarantee that we continue to meet our customers' needs.

For COHERENT, a “successful project” is one that:

- ◆ Achieves the needs and expectations of the customer
- ◆ Results in understanding of pertinent issues, identification of appropriate solutions, and implementation as planned
- ◆ Is completed on time and within budget

To assure this, our project management and quality assurance plan includes:

- ◆ Cooperatively Developed Final Project Work Plan
- ◆ Weekly Work Schedule
- ◆ Quality Control Plan
- ◆ Frequent Reporting to the CareerSource Point of Contact
- ◆ Detailed Work Plan

Service Guarantee Requirements

COHERENT guarantees services delivered by its temporary staff will be performed in a competent and professional manner.

Coherent’s customer is not responsible for payment of hours worked by any temporary staff deemed unsatisfactory within the first eight (8) hours (one (1) working day) on assignment

The customer’s Human Resources representative must inform the COHERENT contact of concerns no later than the first day performance check defined above

3.0 PRICING and JOB CATEGORIES with Mark Ups

Coherent has completed pricing on the Pricing Bid Form which follows



JACQUELINE H. SINKFIELD, MS, SPHR

Professional Summary

Ms. Sinkfield is a Human Resource Professional with a broad-based Generalist background in staffing, recruitment, payroll, benefits, compensation, employee relations and strategic human resource initiatives. She has over fifteen years of human resource management experience serving both internal and external customers with multi-site employees.

Work History

Coherent Staffing Solutions

Orlando, FL

President & CEO

8/1/14 to Present

Oversee the day to day business operations of Coherent Staffing Solutions. This includes project execution, team leadership and the execution of business goals.

Moten Tate, Inc.

Orlando, FL

| | |
|-------------------------------------|-------------------|
| Vice President of Operations | 12/2/2013-1/10/16 |
| Director of Operations | 1/15/11-12/1/13 |
| Manager, Human Resources | 10/01/06-1/14/11 |
| Business Development Manager | 3/20/04-9/30/06 |

The Vice President of Operations has full responsibility for managing customer and client human resource needs including staffing and employee relations.

Recruitment: Full cycle recruitment: sourcing, interviewing, and hiring of candidates that meet specific job requirements utilizing the internet and candidate management software.

Working both internally and externally to coordinate interviews and candidate placement

Ancillary Duties: pre-employment drug screening and background screenings

Employee Relations: Serve as the first point of contact for employees inquiring about company related issues or job site issues.

Investigation of employee concerns or issues

Responsible for on-boarding new employees and making sure all required paperwork is obtained. Our employment files differ according to each client's requirements.

Employee communications

Benefits administration

Payroll: Performed payroll function for internal and assigned employees utilizing HRIS.

Relationship Building: Develop strategic relationships with client companies.
Development of processes and tools to effectively carry out contract requirements

Implementation: Attend meetings with clients on behalf of company to learn processes and take that information to develop goals, objectives, and implement the actions required to meet those goals.

Contract Administration: Responsibility for monitoring the requirements of current contracts and submit all required reports (financial, EEO, sales, etc.) as required.
Reports vary by contract as does frequency.

Data and Tool Development: Over the years she has developed reporting tools and processes that were designed to track and report HR related data.

Developed and implemented company's client and employee satisfaction program

March 00-March 2010

Evaluation Consultant

Orlando, FL

Program and Evaluation Consultant/ Data Specialist

Grant writing for community non-profit organization
Developed protocol and data collection instruments for asthma program; Successful at securing \$300,000 in funding for asthma program
Data Specialist and Analysis functions:
Consultant on study design, evaluation tools
Provide data management, analysis and reporting for project
Preparation of stakeholder reports and presentations

Sept. 01-March 04 **National Nonprofit** Orlando, FL
The Central Florida Asthma Initiative

Statistician/ Outcome Coordinator

The development of research and evaluation protocols for data collection
Program implementation and advising
Develop systems for data collection
Data analysis using SPSS, and Excel
Grant writing / Report writing
\$45,000 in funds for the (company confidential)
Institutional Review Board Applications and interface

Newsletter Editor and Publisher
Development of brochures, pamphlets and booklets
Supervision of research assistant

Sept 01-June 04 **Priority Healthcare Corporation** Lake Mary, FL

Data Consultant

Aid in the development, design and management of patient assessment database
Data Analysis and Report writing

Nov. 00- Sept. 01 **Priority Healthcare Corporation** Lake Mary, FL

Patient Services Coordinator

Patient intake and service coordination
Creation and compilation of teaching manuals and materials
Revision of Policy and Procedures manuals
Data collection, storage, and analysis using Access and Excel
Selected for special projects by management team (VP of operations and Director of Clinical Services)
Retained as a data consultant for 3 years after leaving company

Professional Senior Professional in Human Resources (SPHR) 12/2010- Present
Certifications Professional in Human Resources (PHR) 6/2005-12/2010

Education Morehouse School of Medicine Atlanta, GA

MPH degree, *Magna Cum Laude*
Social and Behavioral Sciences Concentration
Directed Study in research design and program evaluation

University of South Alabama Mobile, AL
Bachelors of Science Degree In the Biomedical Sciences

Continuing University of Central Florida Executive Center
Finance & Accounting for non-financial managers

Various HR Management and Leadership Training Courses
For SHRM certification renewal(s)

SPSS Basic Course, Intermediate Course, Statistical Analysis Course,
Advanced Statistical Analysis, Regression, Anova

Skills Technical savvy: comfortable with new technologies, excellent writer, team player

Experienced with SPSS, Word, Excel, Access, Power Point, Bullhorn, Job Diva,
Statistical Data Analysis, Program evaluation, and Program oversight



KAFFION POYSER

PROFESSIONAL ACHIEVEMENTS

COHERENT STAFFING SOLUTIONS

Leadership Award (As Project Manager for EPA project)
05/2017

STARWOOD HOTELS & RESORT

Employee Appreciation Award
2015

ORANGE LAKE RESORT

Exceptional Customer Service Award (Selected by all dept. managers & directors in resort)
08/2013

ORANGE LAKE RESORT

Employee of the Month (Selected by my Manager & Director)
09/2013

SKILLS

SAP System
Taleo System
Zoho System
E-verify System
DotStaff
JobDiva
HireRight
Holidex System
Salesforce System
Microsoft Office
Project Management
Recruiting and Employee Relations
Training and Development Employee Relations

WORK HISTORY

STAFFING SPECIALIST TO RECRUITER, COHERENT STAFFING, ORLANDO, FL

October 2016- Present

- Implements human resources programs by providing human resources services including; talent acquisition, staffing, employment processing, records management, employee relations and retention.
- Maintain Employee Files, People soft skills, Resolving Conflict, Project Management,

- Office Experience - General, Reporting Skills, Verbal Communication, Administrative, and Writing Skills
- Improve manager and employee performance by identifying and clarifying problems; evaluating potential solutions; implementing selected solution; coaching and counseling employees.
- Handle special projects by clarifying project objective; setting timetables and schedules; conducting research; developing and organizing information, fulfilling transactions. Example: Project Manager for Environmental Protection Agency.
- Manage client expectations by communicating project status and issues; resolving concerns; analyzing time; preparing reports.
- Updates job knowledge by participating in educational opportunities; reading professional publications; maintaining personal networks; participating in professional organizations.
- Systems used are Zoho ATS, HireRight, E-Verify, JobDiva, and DotStaff.

HR SPECIALIST, STARWOOD HOTELS AND RESORTS (CONTRACT), ORLANDO, FL.

06/2015 – 06/2016

- Corporate HR Service Center Specialist
- Enter sensitive data entry into SAP
- Data entry audit
- New Hire on-boarding and pre-employment duties
- Maintain I9's
- Verification of employments
- Personnel file audits
- Job requisitions entry into star finder for talent acquisition
- Log LOA documentation
- Manage different HR outlook mailboxes and assign to be done accordingly
- Work within ticketing system- service now
- Jive knowledgeable
- Documentation archiving
- Processed terminations, new hires, leave of absences, data changes and etc. for national and international employees who are both banded and non-banded employees
- Processed system reporting and handled HRMS troubleshooting.
- Supported requests through a variety of methods including a centralized department phone line, e-mail and in person to resolve or answer inquiries.
- Made changes/ corrections to employee's file within the SAP system
- Posted, modified and removed internal and external job requisitions
- Acquired personal data to enter new hires into e-verify and forward result to local HR
- Process background checks and the ordering of drug screens,
- Assist employees and guest with inquiries as the front office HR personnel
- Ran reports for managers, coordinators, and generalist and forwarded within excel document
- Troubleshoot career website errors.
- Processed cobra reimbursement and trained employees on my area of expertise
- Processed transfers, promotions, and entered leave of absence within SAP
- Performed associate inquiries, employment verifications, and all clerical duties

HR INTERN, WYNDHAM VACATION OWNERSHIP, ORLANDO, FL.

06/2014-08/2014

- Assisted in Recruitment, Training and Development, and Employee Relations
- Supported record keeping functions including; creation and maintaining of personnel files with in the Taleo system
- Posted and recruited from social media like CareerBuilder, Indeed and LinkedIn
- Assisted the employment process including; coordination of pre-employment background checks, drug screens, offer letters, new hire processing, on-boarding/
- Facilitates staff member on-boarding activities, including the processing of new hire paperwork and inputting of employee information into the HRIS.
- Assisted in conducting training presentations
- Assist employees with online training procedures, including access, troubleshooting issues and requirement
- Administer and develop training materials and resources, coordinating training events and writing and editing content for internal and external communication
- Human Resources Employee Relations
- System used are E- Verify, and Taleo.
- Supported record-keeping function, including creation, and maintaining of personnel files
 - Duties Included: Facilitated orientation class, ensure all documents signed and collected.
 - Duties included: Project management; researched ideas to get school supplies and raise money/ or get sponsors to buy supplies. Create budget to put events together to raise funds. Get approval from the HR manager about ideas.

FRONT DESK SPECIALIST, ORANGE LAKE RESORT, KISSIMMEE, FL.

08/2012-02/2014

- Served as the front of the house liaison to facilitate an exceptional guest experience
- Review and update reporting daily.
- Support the Marketing Face to Face team during the check in process by providing additional time and attention to owners or guests requiring more information or assisting with room assignment concerns.
- Provided a warm and friendly welcome
- Empowered to resolve guest complaints through guest restitution
 - Duties Included: Documenting in reservation and creating salesforce
- Process folio transaction by maintaining a \$500. bank
- Maintain constantly enhance knowledge of ever changing 1450-acre resort to make guests and owner vacation memorable.
- Systems used are Holidex system and the Salesforce system.

EDUCATION

MBA, KELLER GRADUATE SCHOOL OF MANAGEMENT, ORLANDO, FL. 2016

GPA: 3.83

MASTERS IN HUMAN RESOURCES, KELLER GRADUATE SCHOOL OF MANAGEMENT, ORLANDO, FL. 2016

GPA: 3.8

BACHELOR OF SCIENCE IN FINE ARTS, INTERNATIONAL ACADEMY OF DESIGN AND
TECHNOLOGY

3.0

REFERENCES

Provided upon request.

State of Florida

Department of State

I certify from the records of this office that COHERENT STAFFING SOLUTIONS, LLC is a limited liability company organized under the laws of the State of Florida, filed on July 28, 2014, effective August 1, 2014.

The document number of this limited liability company is L14000117874.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on February 9, 2017, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of February, 2017*



Ken Datzner
Secretary of State

Tracking Number: CC8934316168

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

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



COHESTA-01

WILKESONL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/25/2017

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 Eagle American Insurance Agency, LLC 1855 West State Road 434 Longwood, FL 32750 | CONTACT NAME: House Accounts | | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): | |
| INSURED Coherent Staffing Solutions, LLC 121 S. Orange Ave., Ste. 1500 Orlando, FL 32801 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Zurich American Insurance Company | | 16535 |
| | INSURER B: | | |
| | 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 WYO | 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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | PRA009295100 | 08/24/2016 | 08/24/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PRA009295100 | 08/24/2016 | 08/24/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | 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 | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Coherent Staffing Solutions, LLC 121 S. Orange Ave., Ste. 1500 Orlando, FL 32801 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Debbie Wanson</i> |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2017

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 Doug Jones c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd., Suite 275 Scottsdale, AZ 85250 | CONTACT NAME: PHONE (A/C, No, Ext): (480) 951-4177 FAX (A/C, No): (480) 951-4266 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | NAIC # 40142 |
|---|---|------------------------|

| |
|---|
| INSURED Oasis Acquisition, Inc. Alt. Emp: COHERENT STAFFING SOLUTIONS, LLC 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411 |
|---|

COVERAGES**CERTIFICATE NUMBER:** 17FL075894115**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------------------------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <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 \$ OTHER \$ |
| | 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) \$ OTHER \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | WC 29-38-687-15 | 06/01/2017 | 06/01/2018 | <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 |
| | | | Location Coverage Period: | 06/01/2017 | 06/01/2018 | Client# 14717-FL |

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

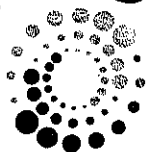
Coverage is provided for only those co-employees of, but not subcontractors to:
COHERENT STAFFING SOLUTIONS, LLC
121 S ORANGE AVE STE 150
ORLANDO, FL 32801

CERTIFICATE HOLDER**CANCELLATION**

COHERENT STAFFING SOLUTIONS, LLC
121 S ORANGE AVE
STE 150
ORLANDO, FL 32801

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



Coherent Staffing Solutions

RECEIVED
PURCHASING DIVISION

2017 JUL 24 A 9:41

CLAY COUNTY BOARD OF
COMMISSIONERS

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

Receipt for Bid #: 16/17-30

Company Name: _____

Coherent Staffing Solutions

Align top of FedEx Express® shipping label here.

ORLANDO, FL 32801
UNITED STATES US

BILL SENDER

TO **DONNA FISH**
CLAY COUNTY BOARD OF COUNTY COMM
PURCHASING DEPARTMENT, 4TH FLOOR
477 HOUSTON STREET
GREEN COVE SPRINGS FL 32043

(904) 278-3761

REF: CLAY COUNTY

INV
PO

DEPT:



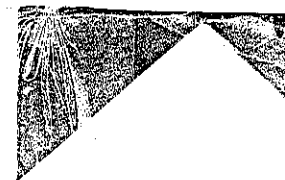
TRK#
0201

7797 1070 2082

MON - 24 JUL 12:00
PRIORITY OVERNIGHT

XH CRGA

3204:
FL-US JA



BID FORM: BID No. 16/17-30, TEMPORARY LABOR SERVICES

The Vendor's hourly rate to be charged to the County for laborers to perform various duties specified below:

Note: Clay County does not guarantee any minimum or maximum hours or number of employees. Quantities shown below are estimates only for the purpose of determining the low bidder.

The county reserves the right to request rates for additional laborers (positions) as needed during term of contract.

| Job | Hourly Rate | Est Hours Per Week | Total Cost |
|--------------------|--------------------------------------|------------------------------|-------------------|
| Kennel Attendant | <u>13.50</u> | <u>80</u> X 52 weeks | <u>\$ 56,160</u> |
| | Overtime Rate <u>20.25</u> | <u>10</u> X 52 weeks | <u>\$ 10,530</u> |
| | Hourly Rate | Est Hours Per Week | Total Cost |
| Custodial Work | <u>13.50</u> | <u>120</u> X 52 Weeks | <u>\$ 84,240</u> |
| | Overtime Rate <u>20.25</u> | <u>10</u> X 52 Weeks | <u>\$ 10,530</u> |
| | Hourly Rate | Est Hours Per Week | Total Cost |
| Service Attendants | <u>18.50</u> | <u>80</u> X 52 Weeks | <u>\$ 86,960</u> |
| | Overtime Rate <u>20.25</u> | <u>10</u> X 52 Weeks | <u>\$ 10,530</u> |
| | Hourly Rate | Est Hours Per Week | Total Cost |
| General Laborers | <u>13.50</u> | <u>120</u> X 52 Weeks | <u>\$ 84,240</u> |
| | Overtime Rate <u>20.25</u> | <u>10</u> X 52 Weeks | <u>\$ 10,530</u> |
| | | | <u>343,820</u> |
| | | Estimated Annual Cost | \$ |

COMPANY NAME:

Redeon Solutions Group

BID No. 16/17-30, TEMPORARY LABOR SERVICES

CORPORATE DETAILS:

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

COMPANY NAME: Redion Solutions Group LLC
ADDRESS: 3218 E. Colonial Dr Ste 6
Orlando FL 32803

TELEPHONE: 407 801 0567
FAX #: 321.281.8380
E-MAIL: Kyle.Evans@redionsolutionsgroup.com
Name of Person submitting Bid: Kyle Evans
Title: President / CEO
Signature: [Signature]
Date: 7/21/17

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 7/18/17 Acknowledged by: [Signature]
Addendum No. Date: Acknowledged by:
Addendum No. Date: Acknowledged by:



TEMPORARY LABOR SERVICES

Response to:

Bid No. #: 16/17-30

Subject: Temporary Labor Services

Response Date: July 24, 2017, 4:00PM (EST)

Offeror:

Company Name: REDCON Solutions Group, LLC.

Point of Contact: Kyle Evans, *President and CEO*

Phone Number: (407) 810-1916

Address: 3218 East Colonial Drive, Suite G, Orlando, FL 32803

Email: Kyle.Evans@REDCONSolutionsGroup.com





TABLE OF CONTENTS:

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- II. BID Form: BID No. 16/17-30 Temporary Labor Services – Pricing
- III. BID No. 16/17-30, Temporary Labor Services
- IV. Corporate Details & Addenda Acknowledgement
- V. Standard Attest for Clay County – Standard Addendum
- VI. References Form
- VII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
- VIII. Scrutinized Companies Certification
- IX. Certificate of Insurance
- X. Company, W-9 Form
- XI. Recruiting, Staffing, Screening Process – Response to Scope of Work
- XII. Company History
- XIII. Response to Scope of Work
 - i. Recruiting
 - ii. Paperwork
 - iii. Uniform Standards
 - iv. Payroll
 - v. Submission of Time for Payroll
 - vi. **REDCON** Responsibility
 - vii. Reporting & Invoicing
- XIV. Conducting Background and Criminal Checks and Technical Capability
- XV. Service Disabled Veteran Owned Business (SDVOSB) Verification
- XVI. Florida Service Disabled Veteran Owned Business (SDVOSB) Verification



I. Letter of Interest

Clya County Administrative Building
Fourth Floor, Administrative Building
477 Houston Street
Green Cove Springs, Florida 32043

July 24, 2017

On behalf of **REDCON Solutions Group** please accept this letter as our expression of interest in providing unarmed, certified, trained, professional and experienced security officers to provide security protection of property and persons for departments outlined within **BID No. 16/17-30 for Clay County Temporary Labor Services.**

REDCON Solutions Group is a Service Disabled Veteran Owned Small Business (SDVOSB) registered and verified with the Center for Veterans Enterprise (CVE) and headquartered in Florida. I am the President, Founder and a twelve-year Army veteran who was retired after being wounded during my second tour in Iraq. Our leadership team has over one hundred years of proven leadership, management and staff support experience in security service. **REDCON** is a "Federal Prime Contractor" and currently executes security services throughout the United States in both government and commercial markets.

Our business is headquartered in Central Florida, with additional sites throughout both north and south Florida. As a business owner, I know the heart and soul of any business is customer service and satisfaction. I want my team to ensure your employees, patrons and property are safe- easing anxiety that our coverage is protecting this facility, deterring any security or risk-related incident from taking place and allowing your team to maintain their focus on your mission.

REDCON is currently on contract with Polk County Government, Orange County, Osceola County, the City of Parkland the City of Lakeland for temporary labor staffing services. This exemplifies our experience working with municipalities such as Sumter County. **REDCON** is accustomed to recruiting, screening and managing personnel to the specifications of county entities.

REDCON is experienced at executing all services noted within this solicitation, including all screening and reporting techniques expressed and requested in the scope of work. Our company is also currently executing contracts for security guard services throughout Brevard, Orange and Osceola Counties as well as throughout Central Florida. We are experienced, local and ready to deploy for service. Thank you for your time and consideration.

Regards,

Kyle Evans
President & Founder

"NO BID" STATEMENT

BID No. 16/17-30, TEMPORARY LABOR SERVICES

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: Clay County Purchasing Division, Attn: Donna Fish, P.O. Box 1366, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

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

(Contractor's Name).

Clay County Board of County
Commissioners

By: 

President

By: _____

Chairman
Board of County Commissioners

ATTEST:

Kenyon Solutions Group

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

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: _____

Redion Solutions Group

By: [Signature]

Printed Name: Kyle Burns

Title: President/CEO

Bid #16/17-30, Temporary Labor Services - References Form

| | |
|-----------------------------------|---|
| Company Name | Polk County Board of County Commissioners |
| Address | 330 Church St |
| City, State, Zip | BARTON FL 33830 |
| Contact Person | TERRY MARVIN |
| Telephone & Fax | 863 534-8415 |
| E-mail Address | TERRY.MARVIN@POLK-COUNTY.NET |
| Dates of Service | 7/16-6/17 |
| Project Name and Type of Service | Temp Employment Services For All Departments polk County |
| Comments | |
| Company Name | Orange County Board County Commissioners |
| Address | 200 E. South St |
| City, State, Zip | ORLANDO FL 32803 |
| Contact Person | Jennifer Humphrey |
| Telephone & Fax | 407-254-9835 |
| E-mail Address | jennifer.humphrey@ocfl.net |
| Dates of Service | 10/16-present |
| Project Name and Type of Service | Temp Employment Services Supporting Orange County |
| Comments | |
| Company Name | City of Lakeland |
| Address | 501 East Lemon St |
| City, State, Zip | Lakeland FL 33801 |
| Contact Person | Michael Borg |
| Telephone & Fax | 862-83406552 |
| E-mail Address | Michael.Borg@lakelandgov.net |
| Dates of Service | 11/16-present |
| Project Name and Types of Service | Temp Employment Service Water Dept |
| Comments | |

Provide at least three (3) similar completed projects and all similar projects completed in Florida in the past 10 years. Use additional pages as necessary.

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

- (1) The prospective Vendor, Redion Solutions 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:

Redion Solutions Group

By: [Signature]
Signature

Kyle Evans President/CEO
Name and Title

3218 E. Colonial Dr Ste 6
Street Address

Orlando FL 32803
City, State, Zip

7/21/17
Date

Scrutinized Companies Certification
[Clay County Bid #16/17-30, Temporary Labor Services]

Name of Company:¹ Redcon Solutions Group LLC

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

Insert Name of Company:

Redcon Solutions Group

(Seal)

By: Kyle Evans
[Signature]
Its President / CEO

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.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 BB&T Huffaker Insurance 735 Broad Street, Suite 100 Chattanooga, TN 37402 | CONTACT NAME: Bonnie Roberts PHONE (A/C, No, Ext): 423-648-7278 FAX (A/C, No): 423-265-8543 E-MAIL ADDRESS: broberts@bbandt.com | | | | | | | | | | | | | | |
| INSURED Redcon Solutions Group 3218 East Colonial Drive, Suite G Orlando, FL 32803 | <table border="1"> <tr> <td>INSURER(S) AFFORDING COVERAGE</td> <td>NAIC #</td> </tr> <tr> <td>INSURER A : Everest Indemnity</td> <td>AGENCY</td> </tr> <tr> <td>INSURER B : Everest National</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 : Everest Indemnity | AGENCY | INSURER B : Everest National | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Everest Indemnity | AGENCY | | | | | | | | | | | | | | |
| INSURER B : Everest National | | | | | | | | | | | | | | | |
| 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 INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 51GL012615161 | 08/19/2016 | 08/19/2017 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input 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 | | 51GL012615161 | 08/19/2016 | 08/19/2017 | 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | 51CC004540161 | 08/19/2016 | 08/19/2017 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | 5300003875161 | 08/19/2016 | 08/19/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000 |

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

**** Workers Comp Information ****

Other States Coverage

**** Supplemental Name ****

First Supplemental Name applies to all policies - Redcon Solutions Group

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

John David Swanson

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>Redman Solutions Group LLC</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 checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u>PO</u> <small>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.</small> <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>3218 E. Colonial Dr Ste 6</u> | Requester's name and address (optional) |
| | 6 City, state, and ZIP code <u>Orlando FL 32803</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 | | | | | | | | |
| 4 | 7 | - | 2 | 2 | 9 | 9 | 6 | 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 ▶ [Signature]

Date ▶ 7/21/13

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.



XII. Company History

REDCON Solutions Group was incorporated as an LLC partnership in 2014. Founded by our current President and CEO, Kyle Evans, who was retired from the United States Army in 2009 following a combat-wounded injury sustained during his second deployment to Iraq as part of Operation Iraqi Freedom.

The headquarters of **REDCON Solutions Group** is in Orlando (Orange County), Florida. We are recognized by Orange County, the City of Orlando and designated by the Center for Veterans Enterprise (CVE) as a Service Disabled Veteran Owned Small Business (SDVOSB).

REDCON Solutions Group has developed a strong and diverse portfolio our business to provide temporary personnel support to a variety of municipalities similar to Clay County, all with similar labor, personnel and staffing services as outlined in this scope of work. The diversity in the types of positions we provide personnel for demonstrates the versatility of skills our leadership has in their ability to recruit and screen for various industries. The satisfaction of our clients in the service, knowledge and capabilities of **REDCON** exemplify our ability to perform competitively for multiple NAICS codes and entities.

Currently, **REDCON** maintains active accounts through multiple government agencies including state, county and city all for various degrees of personnel service(s) and management. We are on contract with Orange County Board of County Commissioners as a staffing service provider for temporary labor staffing and personnel support, as well as Osecola County, the City of Lakeland, the City of Parkland and the School District of Manatee County. Additionally, we provide federal personnel services to the government throughout the Southeast U.S. These are examples of clients like what Sumter would be and is not an inclusive list of our past performance. These examples articulate our ability and experience engaging with the policies and procedures when it comes to recruiting, employing and meeting guidelines for personnel who are sourced to post in municipalities such as Sumter County.

Our leadership team has vast experience quickly deploying (or hiring), managing and monitoring the activities for all our personnel. **REDCON** has an exceptional reputation throughout Central Florida and Florida for providing exceptional temporary personnel to county and commercial markets who are trained, professional and competitive in their given skills, trade and work.

The designated point of contact who will maintain the relationship for this contract is Kyle Evans, President and Founder of **REDCON Solutions Group**. Kyle is based out of the **REDCON** headquarters office which is in Orange County, Orlando, Florida at: 3218 East Colonial Drive, Suite G, Orlando, FL 32806. As the President Kyle maintains first point of contact for all client and customer relationships within **REDCON** and is at the highest point of the organizational structure.



XIII. Response to Scope of Work

At **REDCON Solutions Group**, we take pride in developing a customized approach to serve the needs of each client. Any part of our recruiting, onboarding or processing of personnel can be adapted too better fit the needs for Sumter County.

i. Recruiting:

REDCON takes pride in offering competitive support to our personnel so that they feel appreciated and valued on any work site. We use a variety of recruiting and screening techniques to ensure talented and competitive personnel are hired and sent for your approval and hire.

REDCON recruits via a variety of online job boards, industry-related websites and through social media outlets for personnel. Once candidates have been identified a phone interview is conducted to ensure that the applicant fits the communicable, social and other qualifications listed within the position. For each position, an Applicant Questionnaire is created and administered. The questionnaire helps ensure consistency and equal opportunity to each applicant and that questions are asked that gauge the competency and capabilities each applicant has in relation to the qualifications for the position to which they are applying for. If the applicant appears to meet all qualifications the resume can then be sent to Clay County for assignment consideration.

Once someone has been offered a position (contingent on the clearance of their onboarding tests), **REDCON** begins the process of clearance. Additional details regarding pre-employment testing can be found in the following, **XIX. Conducting Background and Criminal Checks and Screening Qualifications.**

ii. Paperwork:

REDCON maintains compliance with all documents required for managing personnel. All submitted I-9's are verified through E-Verify within (3) days of hire. Documentation collected at time of offer includes, **REDCON** Application, Emergency Contact, I-9, W-4, Direct Deposit Authorization and copies of social security verification and government-issued photo identification card. Employees of **REDCON** sign confidentiality agreements as well as an acknowledgement regarding benefits and the receipt of our Employee Handbook, which includes all policies and procedures regarding the management of their employment and can also include any applicable additional information specific to the contract requirements for Clay County. Documentation of any kind can be requested at any time by Sumter County and all files are permanently maintained by **REDCON Solutions Group**.

iii. Uniform Standards

REDCON will ensure that all staffed personnel are equipped with both the knowledge of Clay County standards on appearance, dress code and uniform protocol and that all posted personnel are provided and maintain any additional and applicable materials that are required for position to execute all required requirements for each position. Quality control to ensure ongoing compliance with these standards are in place by **REDCON** management to ensure that periodically these standards are checked to maintain assurance for compliance to Clay County standards.



iv. Payroll:

REDCON utilizes PayChex for payroll administration support. Time is submitted weekly and pay is processed on a bi-weekly schedule. All details regarding time submission and payroll are sent to each employee upon hire. All employees have 24-7 online access to a portal where they can manage their payroll details and view all paystub receipts.

v. Submission of Time for Payroll:

REDCON issues timecards which are submitted weekly, each Monday, no later than 10:00AM. The timecard is reflected in the order of our scheduled pay cycle, beginning with Saturday and ending with Friday. The timecards are to be signed by both the **REDCON** employee, as well as the Supervisor that employee. The signature of the Supervisor indicated to **REDCON** management that the time reported is accurate and was worked as indicated. Each payroll cycles includes (2) weeks of time and is paid bi-weekly. Timecards are electronically sent to **REDCON** by email and/or fax.

vi. REDCON Responsibility:

REDCON understands that it is our responsibility to ensure that you are satisfied with the performance of all personnel sent by us to work within Clay County. If you are not satisfied with the performance of any **REDCON** personnel we will recruit and replace immediately. At **REDCON**, we take great pride in our personnel providing competitive and exceptional service and we institute a variety of measures to ensure that quality control of performance continues to be monitored by our management team even after they have been posted on assignment.

All guidelines regarding benefits, temp-to-hire/payroll transfer and any other Clay County policies outlined contractual between Clay County and **REDCON** will be followed accordingly.

vii. Reporting & Invoicing:

REDCON submits invoices monthly. Depending on the schedule of the month, the timecards will be sent on the closest business day to the 1st. Included with each invoice are all timecards which were submitted during that month, for each employee. Invoices can be submitted together or to each department, however requested can be processed by **REDCON** accounting accordingly.

Additional reporting and metrics can be captures and submitted as requested by Clay County and they will be included each month at the time of invoice submission.

XIV. Conducting Background and Criminal Checks and Screening Qualifications

REDCON can successfully recruit, onboard, screen, train and post certified and experienced personnel for the inventory of personnel identified within this scope of work for Clay County temporary labor services.

All **REDCON** employees are screened successfully through E-Verify, drug tested through a 9-panel drug screen (facilitated by **Quest Diagnostics**), background checked through a Federal Level II (conducted through **First Intelligence**) and hold a current in-state (Florida) valid security license. Additional



fingerprints are done and conducted (through **FieldPrint**), as they also provide federal clearance for any sex offenses and offer compliance with the federal Jessica Lunsford Act. Both First Intelligence and FieldPrint conclude results that are multi-jurisdictional. Additionally, First Intelligence has the capabilities to conduct FDLE Check/Credit Check/FCIC/NCIC Records Checks and check driving records so any requested or applicable tests can be conducted through them.

A detailed 10-year employment record is requested as the time of application and our administrative support conducts verification for all applicable and noted past employment. In addition to verifying work history a minimum of (3) professional references are requested and verified. Industry certifications and credentials are verified through issued institutions. Educational references are checked with institutions as noted and verification of military service is provided for screening and verification of authenticity.

As a "Federal Prime Contractor", we are accustomed to adhering to the highest levels of screening and clearance to ensure there are absolutely no records of offense. A complete background investigation is cleared prior to the commencement of work for any **REDCON** employee.

REDCON takes great pride in offering customized solutions; therefore, we would institute measurables and metrics that will provide additional layers of quality control and management that best suit the environment(s), post orders and service for each position and post proposed within this solicitation. Our management team creates suitable metrics for each of our employees to provide assurance to **REDCON** clients that our personnel is held accountable in their delivery of exceptional service and that we are tracking service delivery effectively and to your standards.

Upon announcement and/or formal consideration of utilizing **REDCON Solutions Group** as the executer of service Kyle Evans will visit post to meet with management and discuss next steps in commencing service and onboarding personnel.

XV. Service Disabled Veteran Owned Business (SDVOSB) Verification

(See Attached)

XVI. Florida Service Disabled Veteran Owned Business (SDVOSB) Verification

(See Attached)



**DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420**

**March 24, 2017
In Reply Refer To: 00VE**

**Mr. Robert Kyle Evans
Redcon Solutions Group LLC
DUNS: 079635120
3218 East Colonial Dr, Ste G
Orlando, FL 32803**

Dear Mr. Evans :

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that your application for reverification has been approved. Redcon Solutions Group LLC will remain eligible to participate in Veterans First Contracting Program opportunities with VA as a verified Service-Disabled Veteran-Owned Small Business (SDVOSB).

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm Redcon Solutions Group LLC's continued program eligibility in accordance with 38 Code of Federal Regulation (CFR) § 74.12. You may reapply 120 days prior to your new expiration date by logging into <http://www.vetbiz.gov>.

**To promote Redcon Solutions Group LLC's verified status, you may use the following link to download the logo for use on your marketing materials and business cards:
http://www.vetbiz.gov/cve_completed_s.jpg. In addition, please access the following link for information on next steps and opportunities for verified businesses:
<http://www.va.gov/osdbu/verification/whatsNext.asp>.**

While CVE has confirmed that Redcon Solutions Group LLC is presently, as of the issuance of this notice, in compliance with the regulation, Redcon Solutions Group LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings— all of which could result in Redcon Solutions Group LLC being removed from the VIP Verification Program.

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Redcon Solutions Group LLC's verification application may be subject to Freedom

***"World Class Professionals
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"***

Page 2.

Mr. Robert Kyle Evans

of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individuals records.

If Redcon Solutions Group LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Redcon Solutions Group LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Redcon Solutions Group LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,



Thomas J. McGrath
Director
Center for Verification and Evaluation

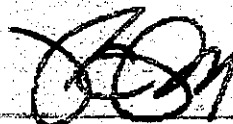
State of Florida

Florida Veteran Business Certification

Redcon Solutions Group LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/28/2017 to 02/28/2019



Chad Poppell, Secretary
Florida Department of Management Services



office of supplier
DIVERSITY

RED CON SOLUTIONS Group
3218 E. Colonial Dr Ste G
Orlando FL 32803

BID NO. 16/17-30,
TEMPORARY LABOR

RECEIVED
PURCHASING DIVISION

2017 JUL 24 A 11:14

CLAY COUNTY BOARD OF
COMMISSIONERS

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

Receipt for Bid #: 16/17-30

Clay County Board
of
County Commissioners
Fourth Floor, Reception
477 Houston St
Green Cove Springs
32043

BID FORM: BID No. 16/17-30, TEMPORARY LABOR SERVICES

The Vendor's hourly rate to be charged to the County for laborers to perform various duties specified below:

Note: Clay County does not guarantee any minimum or maximum hours or number of employees. Quantities shown below are estimates only for the purpose of determining the low bidder.

The county reserves the right to request rates for additional laborers (positions) as needed during term of contract.

| Job | Hourly Rate | Est Hours Per Week | Total Cost |
|------------------------------|----------------------|---------------------------|-----------------------------|
| Kennel Attendant | <u>\$13.26</u> | <u>80</u> X 52 weeks | <u>\$ 55,161.60</u> |
| | Overtime Rate | | |
| | <u>\$19.89</u> | <u>10</u> X 52 weeks | <u>\$ 10,342.80</u> |
| | Hourly Rate | Est Hours Per Week | Total Cost |
| Custodial Work | <u>\$13.60</u> | <u>120</u> X 52 Weeks | <u>\$ 84,864.00</u> |
| | Overtime Rate | | |
| | <u>\$20.40</u> | <u>10</u> X 52 Weeks | <u>\$ 10,608.00</u> |
| | Hourly Rate | Est Hours Per Week | Total Cost |
| Service Attendants | <u>\$18.53</u> | <u>80</u> X 52 Weeks | <u>\$ 77,084.80</u> |
| | Overtime Rate | | |
| | <u>\$27.80</u> | <u>10</u> X 52 Weeks | <u>\$ 14,456.00</u> |
| | Hourly Rate | Est Hours Per Week | Total Cost |
| General Laborers | <u>\$13.26</u> | <u>120</u> X 52 Weeks | <u>\$ 82,742.40</u> |
| | Overtime Rate | | |
| | <u>\$19.89</u> | <u>10</u> X 52 Weeks | <u>\$ 10,342.80</u> |
| Estimated Annual Cost | | | <u>\$ 345,598.24</u> |

COMPANY NAME: Link Staffing Services

BID No. 16/17-30, TEMPORARY LABOR SERVICES

CORPORATE DETAILS:

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

COMPANY NAME: Staff link, Inc. d.b.a. Link Staffing Services

ADDRESS: 1800 Bering Dr., Suite 800
Houston, TX 77057

TELEPHONE: 713-784-4400

FAX #: 713-784-4454

E-MAIL: Contracts@linkstaffing.com

Name of Person submitting Bid: Michelle Bearden

Title: Vice President

Signature: Michelle F. Bearden

Date: 7/20/17

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

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

REQUEST FOR BIDS

Bid No. 16/17-30, TEMPORARY LABOR SERVICES

DUE DATE: Monday, July 24, 2017- 4:00 pm
OPEN DATE: Tuesday, July 25, 2017 -1:00 pm



Issued By:
Clay County Board of County Commissioners
Purchasing Division

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Attachment:
W-9 Form

REQUEST FOR BID

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, July 24, 2017, at the Clay County Administration Building, 4th floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

BID No. 16/17-30, TEMPORARY LABOR SERVICES

Bids will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, July 25, 2017 in the Clay County Administration Building, Conference Room "B", fourth floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Bids will be read aloud and preserved in the custody of the Purchasing Department for later examination for conformance to specifications and tabulated. The Finance and Audit Committee of the Board will present its recommendations to the Board of County Commissioners as soon thereafter as possible.

Bids will not be valid unless received by the proposal deadline and in a sealed envelope marked: **"BID No. 16/17-30, TEMPORARY LABOR SERVICES"** to be received until 4:00 P.M., Monday, July 24, 2017. Envelopes are to be sent or delivered in person to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Division, Donna Fish by email donna.fish@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids> THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE, A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

BID No. 16/17-30, TEMPORARY LABOR SERVICES

(CLAY TODAY) For publication on: June 29, 2017

(CLAY COUNTY WEBSITE) For: June 29, 2017

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



S. C. Kopelousos
County Manager

REQUEST FOR BID INSTRUCTIONS

BID No. 16/17-30, TEMPORARY LABOR SERVICES

1. **Delivery and Receipt of Bids:** All sealed Bids submitted shall be received by the Purchasing Division of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the bid must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words "**BID No. 16/17-30, TEMPORARY LABOR SERVICES**" shall be clearly marked on the front and back of the envelope containing the Bid.

2. **Due Date and Opening Date:** Bids will be received by carrier or in person until Monday, July 24, 2017 at 4:00 p.m. and will be opened on Tuesday, July 25, 2017 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Bids will be "clocked" at the time they are received to indicate the time and date of receipt.
 - B. Bids WILL NOT be accepted in person after the time and date specified.
 - C. Bids received by mail WILL NOT be accepted if they are received after the time and date specified regardless of the postmark or circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of Bid:** Bids may be withdrawn by a written or faxed request by the Bidder and received by the Manager of the Purchasing Division before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid is not grounds for withdrawal or modification of a Bid after such Bid has been opened by the County. Bidders may not withdraw or modify a Bid after the appointed Bid Opening, and Bids will be in force for a minimum of thirty (30) days after the Bid Opening. Bidders may not assign or otherwise transfer their Bids.
4. **Inquiries/Questions:** Any questions regarding this Bid must be directed to **Donna Fish** (the authorized contact person) via email at donna.fish@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **July 14, 2017**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders. The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive informalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
8. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
9. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
10. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
11. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the

Bidder by the Bid or Contract documents.

12. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Division a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8. (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing policy may be viewed at the County's website by following the appropriate links from the Homepage.
13. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Proposal or Reply - Bidder attests that they have not been placed on the Convicted Vendor List".
14. **Debarment:** By submitting a Bid, Proposal or Reply, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
15. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a

copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

18. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

19. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Division with proof of the following insurance:

a. Commercial General Liability

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

b. Automobile Liability

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

c. Workers Compensation/Employers Liability

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

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

The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

20. **Fidelity Bond:** With limits of not less than \$1,000,000 to cover the dishonest acts of the employees of the provider.
21. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000⁰⁰ or less. Prior to commencement of a project exceeding \$200,000⁰⁰, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Division, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
22. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
23. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with

expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 24. **Subcontractors:** The County reserves the right to approve all subcontractors for this Contract. If subcontractors are to be utilized, their names and references must be included by completing the Subcontractor form if provided within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively.

After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

- 25. Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Division. To be given consideration, such requests must be received no later than July 14, 2017.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, or by completion of the applicable information on the Addendum and submitting it with their Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

- 26. Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, with their proposal the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

- 27. Use of Contract by Other Government Agencies:** At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

- 28. Execution of Contract and Notice to Proceed:** The awarded Bidder will be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties. (Sample Contract)
- 29.** All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

Special Conditions (If Applicable)

1. **O.S.H.A.:** All material and equipment used by the awarded Bidder must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the Contract shall be deemed a certification of such fact.
2. **Materials, Equipment and Labor:** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and any other facilities necessary for the proper execution and completion of the work.
3. **Supervision and Responsibility of Contractor:** The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the County in every way possible. The Contractor shall at all times have a competent personnel, capable of reading English and thoroughly understanding the specifications, as their agent on the work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the work. The County reserves the right to require the Contractor to remove its personnel with or without cause, and require a replacement to be named and approved by the County.
4. **Gratuities:** The payment of any compensation, irrespective of its character or form, including meals, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any Project Representative, County Employee, or County Official is strictly prohibited, and any such act on the part of the Contractor will constitute a violation and subsequent termination of the Contract.
5. **Inspections and Testing:** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the County timely notice of readiness. The Contractor will furnish the County the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such work required so to be inspected, tested or approved is covered without written approval of the County, it must, if requested by the County, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.
6. **Protection of Work and Property:** From the start of the work until the completion and acceptance of the work, the Contractor shall be solely responsible for the work covered by this Contract and all injury or damage done to the same from whatever cause as well as any damage done by them, their agents, employees and for subcontractors in the performance of the work, shall be made good by the Contractor at their own expense before the final payment is made.
7. **Owner's Right to Do Work:** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the County, after seven (7) calendar days' written notice to the Contractor may, without prejudice to any other remedy

the Contractor may have, the County may contract for, or use its own forces or other temporary labor services company to remediate such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.

8. **Suspension of Work:** The County shall have the right to suspend the whole or any part of the work, when, in the opinion of the County, the Contractor is not performing the work in accordance with the provisions of the Contract.
9. **Defective Work or Materials:** If at any time any materials or workmanship should be discovered which do not comply with the Contract, such defective work and/or material shall immediately be removed or corrected by the Contractor when notified to do so by the County, and such defects shall be replaced or corrected at the Contractor's expense.
10. **Abandonment of Work:** Should the Contractor abandon, or in any manner fail to complete the work, the County is hereby authorized and empowered to pay any workmen who may have been employed by the Contractor, for work done, and to pay any claims against the Contractor, out of any funds that would otherwise be due or become due the Contractor under this Contract, and in every such case the County is hereby authorized and empowered to ascertain the amount or amounts so due or owing to the workmen, and the amount or amounts so found to be due and payable, shall be final and conclusive against the Contractor, and may thereafter be paid by the County to said labor; and any partial or final payment may be withheld from the Contractor until all such claims for labor on their Contract have been satisfied.
11. **Forfeiture of Contract:** The County, at any time during the continuance of the Contract for the work herein provided for, and prior to the date of acceptance of the work as hereinafter provided, shall have the right and power to declare the whole or any part of the same forfeited for the violation of any of the conditions, terms, requirements, or limitations herein contained, or if the performance of the Contract is unnecessarily or unreasonably delayed, or if the Contractor is showing bad faith in carrying out the Contract. If the County shall declare the said Contract forfeited, in whole or in any particular, such declaration of forfeiture shall in no way relieve or affect the liability of the Contractor and their Sureties for breach of any of the covenants and conditions of said Contract.
12. **Owner's Right to Terminate Contract:** If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency, or if the Contractor should persistently or repeatedly refuse or should fail to supply enough workmen, or if the Contractor should disregard laws, ordinances or the instructions of the County, or otherwise be guilty of a substantial violation of any provision of the Contract, then the County, upon determining that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven (7) calendar days' written notice, terminate the Contract with the Contractor and continue the work by whatever method the County may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If such expense shall exceed such unpaid balance, the Contractor or their Sureties shall pay the difference to the County. The expense incurred

by the County as herein provided, and the damage incurred through the Contractor's default, shall be certified by the County's authorized representative.

13. **No Waiver of Contract:** Neither an extension of time, for any reason, beyond the date fixed herein for the completion of the Contract, nor any payment for, nor acceptance of the whole or any part of the work by the County or its employees or agents, shall be deemed to be a waiver by the County of the right to abrogate this Contract for abandonment or delay or non-performance in the manner herein provided, nor shall it operate to void or annul any of the terms of this Contract.
14. **Delays and Extension of Time:** If the Contractor shall be delayed at any time in the performance of the work by any cause beyond the Contractor's control and without their fault or negligence, including but not restricted to any act or neglect of the County, or of their agents or employees, or by any other Contractor employed by the County, or by changes ordered in the work, acts of nature, or by delay authorized by the County, or by any cause which the County shall decide to justify the delay, then an extension of time shall be extended for such reasonable time as the County shall decide. No claim for increased compensation shall be paid for such extensions or delays.

No such extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the County. In the case of a continuing cause of delay, only one claim is necessary. Time extensions and delays must be approved by the County in writing.

The County may grant an extension of time when the Contractor's progress is delayed by factors not reasonably anticipated or foreseeable at the time of Bid. Such time extension may be allowed only for delays occurring during the time for performance set forth. Extensions of time will not be granted for delays due, in whole or in part, to the fault or negligence of Contractor or any entity or person for whom Contractor is responsible.

In the event the above provision regarding an extension of time as being the sole remedy is not legally enforceable and Contractor is not limited to the sole remedy of an extension of time, Contractor shall not under any circumstances be allowed to recover any of the following items of damage against the County: (1) profit; (2) loss of profit; (3) work inefficiencies; (4) loss of productivity; (5) overtime premiums; (6) escalation; (7) home office overhead, including but not limited to costs of any kind for home office personnel; (8) indirect damages; and (9) consequential damages, including but not limited to loss of bonding capacity, loss of Bidding opportunities, and insolvency.

15. **Liquidated Damages:** It is mutually agreed by and between the parties hereto that time is an essential part of this Contract, and that, if the Contractor shall fail to complete the work or any part thereof within the time specified, the County will suffer damages the amount of which cannot reasonably be determined at this time, and therefore agree that the County may retain as liquidated damages incident to such delay, from the monies that are or which may become due said Contractor, the amount of \$1,000.00 per day for each and every scheduled workday for which temporary labor is scheduled by the County and for which a minimum of 80% of the scheduled workers are not provided by the Contractor. In addition

to liquidated damages indicated herein, the Contractor will be responsible for additional costs caused by their failure to complete services in accordance with the Contract.

16. Prices: The County will pay, and the Contractor shall receive, the amount stipulated in the Bid herein or as may be amended, as full compensation for furnishing all the equipment, and performing all the labor which may be necessary in the prosecution of the work required to provide the work as defined in the Contract. There will be no price index adjustments for fuel materials, fuel surcharges, or delivery charges. All prices for work shall be FOB destination. Prices quoted shall be the full and final cost to the County.

17. Payments Withheld: The County may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect them from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments promptly to subcontractors, or for material.
- d. A reasonable doubt that the Contract can be completed for the balance, then unpaid.
- e. Damage to another Contractor.
- f. Insolvency of Contractor.
- g. Manifest intent of Contractor not to proceed diligently or to complete the Contract.

18. Warranties and Guarantees: All prior estimates and payments, including those relating to extra work, shall be subject to correction or adjustment of the final invoice. Such final payment, shall not serve as a release of the Contractor or its Sureties from the aforementioned required guarantee against defects in the Contract performance.

The acceptance by the Contractor of the final payment, made as aforesaid, shall operate as and shall be a release to the County and every member and agent of said parties from all claims and liabilities to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the County or of any person relating to or effecting the work; but the final payment shall not relieve the Contractor from their indemnity, guarantee and/or warranty obligations under the terms of the Contract.

19. Final Approval and Acceptance of Work: Following the completion of the Contract, as such completion is defined in the Scope of Work and as soon thereafter as practicable; the County will review the work and will make a final payment for work done by the Contractor. When the said work appears to be satisfactory and appears to be done in accordance with the provisions and terms of the Contract, the County, upon notice of completion from its representative, and after receiving a proper final invoice, will pay to the Contractor any remaining amounts due. Payment will be made in accordance with State of Florida Statute 218.735 and the Local Government Prompt Payment Act. In the event the County refuses or declines to certify the work as completed and accepted and make final payment therefore within forty-five (45) days after notice and certification, the County shall immediately set forth in writing to the Contractor the reasons for such non-acceptance. After all valid reasons for non-acceptance have been removed; the County shall make final payment.

20. **Release of Surety:** As soon as is practicable after the date of completion, the County may make a review of this Contract, or cause the same to be made. If the said performance and work shall be found satisfactory, then the County shall certify the release of the Surety on the Bond for Performance of Contract. If, however, the review discloses defects due to the non-fulfillment of this Contract, or non-compliance with its requirements, the County shall so notify the Contractor in writing, and thereupon the Contractor shall, at their own expense, shall make good all defects in workmanship, and guarantee, and shall rectify any non-compliance, and fulfillment shall be a prerequisite to the release of the Surety on the Bond. If, however, the Contractor shall, after due notice, refuse or neglect to make good the defects to the satisfaction of the County, then the County may, and is hereby empowered to, proceed in the manner prescribed in the event of abandonment or forfeiture of the work by the Contractor, in which case resolution by the County and the payment of claims for labor and other expense as provided in such procedures, shall be a prerequisite to the release of Surety for the Contract.
21. **Site Investigation:** The Contractor acknowledges that the Contractor has satisfied itself as to the nature and location of the Work; the general and local conditions, including but not restricted to those bearing upon transportation and roads, availability of labor; uncertainties of weather, river stages, tides or similar physical conditions; and the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that the Contractor has satisfied itself as to the character, obstacles to be encountered, insofar as this information is presented by the Specifications. Any failure by the Contractor to acquaint himself with the available information will not relieve the Contractor from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made during or prior to the execution of this Contract, unless (1) such understanding or interpretations are made in writing by the County or are expressly stated in the Contract and (2) the Contract expressly provides that the responsibility therefore is assumed by the County.
22. **Changes in the Work:** Without invalidating the Contract, the County may, at any time or from time to time, order additions, deletions or revisions in the Work authorized by written Contract Amendment. Upon receipt of a Contract Amendment, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Contract Amendment causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made by the County as appropriate.

Additional Work performed by the Contractor without authorization of a Contract Amendment will not entitle the Contractor to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency as approved by the County.

It is the Contractor's responsibility to notify its Surety of any changes affecting the general Scope of Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document shall be furnished to the County within thirty (30) days.

In the event the County directs the Contractor to make a change in the Work, and if the County and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the Contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the work or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount, it shall deliver a written notice to the County. Each such written notice shall be delivered promptly; and in any event no later than fifteen (15) calendar days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) calendar days prior to the date of delivery of the written notice, and shall be deemed to have waived the right to seek an extension of the Contract time with respect to any delay in the work which accrued more than fifteen (15) calendar days prior to the date of delivery of the written notice. Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract. When requested by the County, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) calendar days of the request unless a longer time period is allowed by the County.

The Contractor shall prepare proposals detailing proposed adjustments to the Contract in accordance with this article, submit them to the County within fifteen (15) calendar days of the County's issuance of a proposed Contract Amendment or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract. Contractor's proposals shall be irrevocable for a period of at least sixty (60) calendar days after receipt by the County. Any delay in the submittal of a complete, adequate and acceptable proposal will not justify an increase in the Contract.

BID No. 16/17-30, TEMPORARY LABOR SERVICES
(As provided by Animal Care & Control)

Scope of Services

The scope of services is as described in the following pages.

The County requires the services of a Contractor to provide temporary laborers to perform work tasks as needed at several locations (Clay County Departments) within in Clay County as outlined below. Contractor must meet insurance and bond requirement listed on pages 9 – 10.

1. The Contractor shall be responsible for providing temporary labor to supplement the County's workforce as follows:
 - A. Kennel Attendant at Animal Care & Control facility, 3984 State Rd 16 West, Green Cove Springs FL 32043: It is estimated that 2 kennel attendants with the knowledge, skills and ability to function in a high paced, high volume hands on animal work atmosphere, working 40 hours per week will be required during the period October 1, 2017 through September 30, 2019. The Contractor shall make reasonable efforts to maintain a group of workers (that is consistent through the course of each week). The County reserves the right to utilize more or less laborers as is determined by the County to be needed, to include the right to terminate the Contract in the event it is decided the County no longer requires labor services.
 - B. Custodial workforce at various Clay County facilities in Clay County: It is estimated that 2-5 non skilled laborers, working 20 to 40 hours per week, will be required during the period October 1, 2017 through September 30, 2019. The Contractor shall make reasonable efforts to maintain a group of workers (that is consistent through the course of each week). The County reserves the right to utilize more or less laborers as is determined by the County to be needed, to include the right to terminate the Contract in the event it is decided the County no longer requires labor services.
 - C. Service Attendants workforce at Fleet Maintenance at Public Works Facility, 5 Esplanade Ave, Green Cove Springs, FL 32043: It is estimated that 1-2 semi-skilled service attendants, knowledge of oil changes and minor automotive inspection, working 20 to 40 hours per week, will be required during the period October 1, 2017 through September 30, 2019. The Contractor shall make reasonable efforts to maintain a group of workers (that is consistent through the course of each week). The County reserves the right to utilize more or less laborers as is determined by the County to be needed, to include the right to terminate the Contract in the event it is decided the County no longer requires labor services.
 - D. General laborers at various Clay County Departments and maintenance yards in Clay County: It is estimated that 2-5 non skilled laborers, working 20 to 40 hours per week, will be required during the period October 1, 2017 through September 30, 2019. The Contractor shall make reasonable efforts to maintain a group of

workers (that is consistent through the course of each week). The County reserves the right to utilize more or less laborers as is determined by the County to be needed, to include the right to terminate the Contract in the event it is decided the County no longer requires labor services.

2. The Contractor hourly bill rate shall include all wages, withholdings, FICA, Medicare, payroll taxes, unemployment insurance and worker's compensation insurance, etc. as is required by law. Each Monday the contractor will mail each Clay County Department an original invoice for all the hours worked by the Contractors employees on Clay County Department projects during the past week, plus charges for any time not reported from previous weeks.
3. The Contractor will provide all Personal Protective Equipment (PPE) necessary for its employees as is necessary to perform the job duties required (i.e. Gloves, Safety glasses, etc.).
4. The Contractor will provide drug and background screening for all its workers used in this program, and provide the County evidence of such testing and screening upon request.
5. The Contractor shall ensure all workers dress and conduct themselves in a professional and safe manner.
6. The Contractor proposes and agrees, if bid is accepted, to enter into an agreement with Clay County which is substantially in the form included in these bidding documents, to include the sample Agreement/Contract attached, to perform all work as specified or indicated for the price bid. To the extent any provisions in the sample contract conflict with the provisions specified in the bid documents, then the provisions of the bid documents will be utilized.
7. In submitting a proposal, Bidder represents, as set forth in the Bid, that:
 - A. Bidder has examined and carefully studied the Bid documents and other related data identified in the Bid documents.
 - B. Bidder will have visited the work location and will have become familiar with, and will be satisfied as to the general site conditions that may affect cost and performance of the Work.
 - C. Bidder is familiar with and is satisfied as to all permits and federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - D. Bidder has examined all documents included in the bid specifications, including the Appendix, for the requirements of this bid, bid response and contractual arrangement with the County.
8. The County will provide adequate daily supervision of all of the Vendor's employees and will, on a daily basis, accurately record all individual employees' work hours for which the Vendor will be compensated.
9. The County will provide lunch and rest breaks as are required by law. The standard

workday schedule provides for two fifteen minute breaks, and a thirty minute lunch break.

10. Bidder accepts all of the terms and conditions of the Advertisement, Request for Bid Instructions and Scope of Services. The Bid will remain subject to acceptance for sixty (60) days after the bid opening, or for such longer period of time that Bidder may agree in writing upon request of the County.
11. The county reserves the right to seek pricing from successful vendor for additional laborers (positions) that may be needed during the term of the contract.

SAMPLE CONTRACT
CLAY COUNTY AGREEMENT/CONTRACT #16/17-30
TEMPORARY LABOR SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2017, by and between the Board of County Commissioners of Clay County, Florida, hereinafter called "County" and Stafflink, Inc. d.b.a. Link Staffing Services-hereinafter called the "Contractor".

WHEREAS the County desires to hire a temporary labor services Contractor knowledgeable and experienced in the conduct of a recyclables processing program, and

WHEREAS Contractor has represented that it is staffed with personnel capable of performing recyclables processing work.

WITNESSETH THAT:

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

1. Scope of Services: CONTRACTOR shall perform in a good and professional manner the services identified in the County's BID # 16/17-30 and CONTRACTOR's Bid dated _____ (hereinafter collectively referred to as "Bid"), which are incorporated by reference, as well as the terms in this Agreement. Any conflict between the terms of this Agreement and the terms of the Request for Bid or the Bid will be governed by the terms of this Agreement.

2. Personnel:The Contractor shall provide to the County the temporary labor, as set forth in the bid: BID # 16/17-30, TEMPORARY LABOR SERVICES. The provisions of said BID # 16/17-30 and of the Contractor's response submitted are hereby incorporated by reference and made a part of this Agreement. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Contractor is and shall perform this Agreement as an independent Contractor, and as such, shall have the right to maintain complete control over all its employees and operations. The capitalized term "Work" means Contractor's administrative, placement, and human resources services as a staffing firm; it does not include the work performed by Contractor's employees assigned to perform work for the County. References in this Agreement to Contractor's control of assigned employees shall be limited to Contractor's common law employer role and shall not include operational supervision, which is delegated to the County.

The Contractor shall furnish, at his own cost and expense, all equipment, tools, and labor of every description necessary to carry out and complete the said Work in a good, firm, substantial, and workmanlike manner. The County shall be responsible for providing necessary access and a work environment safe from such perils as nearby construction or operation by the County of heavy equipment in immediate proximity.

3. Term: This Agreement shall be in effect for the period beginning October 1, 2017 and ending September 30, 2019. The Contractor shall commence performance of work required hereunder on said beginning date unless otherwise stated herein. The County reserves the right to terminate this Agreement with thirty (30) days written notice to the Contractor, and upon termination shall only be liable to pay for work actually performed, and for work-in-progress. The County reserves the right to extend this contract for two (2) additional one (1) year terms, providing it is agreeable with both parties.

4. **Compensation and Payment:** The County agrees to pay CONTRACTOR for its services in accordance with the prices and terms of payment set forth in the Bid and upon submission of an invoice for same from CONTRACTOR. All Invoiced Items must be clearly identified to match the Bid Form (Exhibit A) to supporting documentation, to include individual worker name, dates and times reported to work, the time dismissed each day, etc. Payment terms shall be in accordance with the Local Government Prompt Payment Act. Each Monday the contractor will mail each Clay County Department an original invoice for all the hours worked by the Contractors employees on Clay County Department projects during the past week, plus charges for any time not reported from previous weeks. A normal workweek shall be defined Monday -Saturday with no more than forty (40) hours and shall be paid to the Contractor at rate defined in Exhibit A (Hourly Rate). Anything in excess for forty (40) hours in a workweek shall be deemed overtime and shall be paid at a rate defined in Exhibit A (Overtime Hourly Rate).

5. Rate Adjustment: Review at time of renewal may result in rate increase to contract.

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

7. Excuse of Performance: The County's obligation to deliver and CONTRACTOR's obligation to accept the obligation to provide temporary labor services in accordance with this Agreement may be suspended by either party in the event of: act of God, war, riot, fire, explosion, accident, flood, sabotage; lack of adequate fuel, power, raw material, labor, containers, or transportation facilities, for which the failure to procure is beyond means of each party; for a reasonable time to comply with governmental requests, laws, regulations, orders or actions; breakage or failure of machinery or apparatus, for which the failure to repair is beyond the reasonable means of each

party; national defense requirements or any other event beyond the reasonable control of such party; for a reasonable time to resolve labor trouble, strike, lockout, or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); which event prevents the delivery of the services the Contractor is to provide the County under the terms of the contract.

8. **Contractor's Insurance:** The Contractor will purchase and maintain such insurance as will protect him from claims under Workers' Compensation laws, disability benefit laws, or other similar employee benefit laws; from claims for damages because of bodily injury, occupations sickness, or disease, or death of his employees, including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees, including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or by any subcontractor anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified hereinafter, and shall include contractual liability insurance. Before starting the Work, the Contractor will file with the County certificates of such insurance, acceptable to the County; these certificates shall contain a provision for cancellation as found in (Paragraph 9) of Section D. immediately below.

9. **Insurance Required:**

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

Commercial General Liability

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

Automobile Liability

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

Workers Compensation/Employers Liability

- | | |
|--|---------------------|
| 1. Workers Compensation | statutory limits |
| | |
| 2. Employers Liability | |
| a. Each Accident | \$ 100,000 |
| b. Disease-Policy | \$ 500,000 |
| c. Disease-Each Employee | \$ 100,000 |
| d. Professional Liability when required by Contract-per occurrence | \$ 1,000,000 |

C. Certificate of Insurance and Copies of Policies -Certificates of Insurance furnished to Clay County evidencing the insurance coverage specified in the previous Paragraphs A through B inclusive (and on request of the County certified copies of the policies required) shall be filed with the County within ten (10) days following the effective date hereof, and before commencing the Work. The required Certificates of Insurance not only shall list Clay County as additional insured, for the operations of the Contractor under this Contract, but shall name the types of policies provided and shall refer specifically to this Contract.

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

D. Cancellation – Should any of the above-described policies be cancelled before the stated expiration date thereof, said policies shall contain a provision requiring the insurer not cancel same until at least forty-five (45) days prior written notice has been given to the County. This prior notice provision is a part of each of the above-described policies.

E. Fidelity Bond -With limits of not less than \$1,000,000 to cover the dishonest acts of the employees of provider.

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

11. Modification. No modification of this Agreement shall be binding on Contractor or the County unless agreed to in writing and signed by both parties.

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

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

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

15. Non-Discrimination Provision

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

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

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

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

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

If to the County:

If to the Contractor: Link Staffing Services
1800 Bering DR. Suite 800
Houston, TX 77057

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

17. Governing Law. The County and Contractor agree that the validity and construction of this Agreement shall be governed by the laws of the State of Florida, except where preempted by federal law, and any such actions shall be brought in Clay County, Florida. In the event of suit arising under the provisions of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs.

J 8. Assignment. The County and Contractor bind themselves and any successors and assigns to this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and CONTRACTOR.

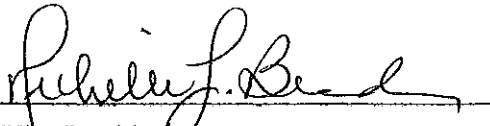
19. Severability. If any section, subsection, sentence or clause of this Agreement shall be adjudged illegal, invalid or unenforceable such illegality, invalidity, or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any section, subsection or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

20. Standard Addendum. The Clay County Standard Addendum to All Contracts and Agreements is attached and made a part hereof.

21. Public Record Law. The CONTRACTOR acknowledges the County's obligation under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that County is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

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

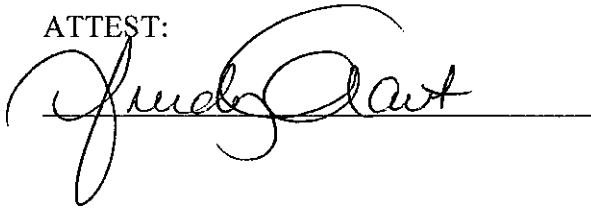
Stafflink, Inc. d.b.a. Link Staffing Services

By: 
Vice President

Clay County Board of County
Commissioners

By: _____
Chairman
Board of County Commissioners

ATTEST:



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Keep and maintain public records required by the County to perform the services required under the Agreement;
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- (d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

- (a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- (b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- (c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

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

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

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

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

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

[The remainder of this page is intentionally blank.]

ATTEST FOR CLAY COUNTY:

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

(Corporate Seal)

County:

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

By: _____
Wayne Bolla
Its Chairman

Contractor Name: Stafflink Inc, dba
Link Staffing Services

By: Michelle J. Bearden
Printed Name: Michelle Bearden
Title: Vice President

Bid #16/17-30, Temporary Labor Services - References Form

| | |
|----------------------------------|--|
| Company Name | City of Green Cove Springs |
| Address | 321 Walnut Street |
| City, State, Zip | Green Cove Springs, FL 32043 |
| Contact Person | Connie Wainwright, Public Works |
| Telephone & Fax | 904-297-7060 ph, |
| E-mail Address | cwainwright@greencovesprings.com |
| Dates of Service | 1/19/17 to present |
| Project Name and Type of Service | temporary staffing |
| Comments | positions staffed include - project mgmt., HR, Property accounting, utility supervisor, trash sorter, janitorial Maintenance |

| | |
|----------------------------------|--|
| Company Name | Bay Linen Services |
| Address | 11525 47th Street N. |
| City, State, Zip | Clearwater, FL 33762 |
| Contact Person | Sandra Weamer, Human Resources |
| Telephone & Fax | 727-573-7608 ph, 727-573-7737 |
| E-mail Address | |
| Dates of Service | 1/3/07 to present |
| Project Name and Type of Service | temporary staffing - on-site |
| Comments | Industrial laundry facility - we staff all areas |

| | |
|-----------------------------------|---|
| Company Name | VacCon |
| Address | 969 Hall Park Rd. |
| City, State, Zip | Green Cove Springs, FL 32043 |
| Contact Person | Robert Graden, Plant Manager |
| Telephone & Fax | 904-529-1334 ph, 904-529-8659 fax |
| E-mail Address | bcbg@vac-con.com |
| Dates of Service | 5/31/16 to present |
| Project Name and Types of Service | temporary staffing |
| Comments | areas serviced include clerical, assembly and weld shop |

Provide at least three (3) similar completed projects and all similar projects completed in Florida in the past 10 years. Use additional pages as necessary.

| Bid #16/17-30, Temporary Labor Services - References Form | |
|---|--|
| Company Name | Roller Die & Forming |
| Address | 4630 County Road 209 South |
| City, State, Zip | Green Cove Springs, FL 32043 |
| Contact Person | Dave Zaragoza, General Manager |
| Telephone & Fax | 904-284-5611 ph, 904-284-5933 fax |
| E-mail Address | dzaragoza@rollerdie.com |
| Dates of Service | 4/19/17 to present |
| Project Name and Type of Service | Temporary Staffing |
| Comments | areas serviced include assembly, fabrication, packaging and shipping |
| Company Name | Florida Plastic Recycling |
| Address | 5220 New Kings Road |
| City, State, Zip | Jacksonville, FL 32209 |
| Contact Person | Patrick Rogerio, General Manager |
| Telephone & Fax | 407-749-9435 ph, 904-379-7261 fax |
| E-mail Address | patrick@flrecyclingco.com |
| Dates of Service | 3/20/17 to present |
| Project Name and Type of Service | Temporary Staffing |
| Comments | position staffed is full charge bookkeeper responsible for coordination between operations, accounts payable and outside accounting firm |
| Company Name | Islands Mechanical Contractor, Inc. |
| Address | 3070 Blanding Boulevard |
| City, State, Zip | Middleburg, FL 32068 |
| Contact Person | Kristen Turnage Long, HR Director |
| Telephone & Fax | 904-291-4610 ph, 904-291-4610 fax |
| E-mail Address | klong@islandsmechanical.com |
| Dates of Service | 7/7/17 to present |
| Project Name and Types of Service | Temporary Staffing |
| Comments | areas serviced include warehouse, general labor in the warehouse and the shop |

Provide at least three (3) similar completed projects and all similar projects completed in Florida in the past 10 years. Use additional pages as necessary.

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

- (1) The prospective Vendor, Stafflink 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:

Stafflink Inc. dba Link Staffing Services

By: Michelle J. Bearden
Signature

Michelle Bearden Vice President
Name and Title

1800 Bering Dr., Suite 800
Street Address

Houston, TX 77057
City, State, Zip

7/20/17
Date

Scrutinized Companies Certification
[Clay County Bid #16/17-30, Temporary Labor Services]

Name of Company:¹ Stafflink, Inc. dba Link Staffing Services

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:

Stafflink, Inc. dba
Link Staffing Services

By: Michelle L. Bearden
Michelle Bearden
Its Vice 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.

“NO BID” STATEMENT

BID No. 16/17-30, TEMPORARY LABOR SERVICES

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: Clay County Purchasing Division, Attn: Donna Fish, P.O. Box 1366, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing division, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing division will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing division. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing division, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing division for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance thereof. The Purchasing division shall serve as

the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing division shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing division identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing division, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place

thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing division with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing division shall immediately record the date and time thereof. The Purchasing division shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing division shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

- a. Commercial General Liability
 - 1. General Aggregate \$1,000,000
 - 2. Products and Completed Operations Aggregate \$1,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. Each Occurrence \$1,000,000
 - 5. Fire Damage (any one fire) \$ 50,000
 - 6. Medical Expense (any one person) \$ 5,000
- b. Automobile Liability
 - 1. Any automobile-Combined bodily injury/property damage, \$1,000,000
with minimum limits for all additional coverage as required by Florida law
- c. Workers Compensation/Employers Liability

- | | |
|---|------------------|
| 1. Workers Compensation | statutory limits |
| 2. Employers Liability | |
| a. Each Accident | \$ 100,000 |
| b. Disease-Policy | \$ 500,000 |
| c. Disease-Each Employee | \$ 100,000 |
| d. Professional Liability | |
| 1. When required by contract-per occurrence | \$1,000,000 |
2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.
3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was:
<http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>.

² As of the date on which this Purchasing Policy was adopted, the County's homepage address was:
<http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.
- f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.
- h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously.

based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the

attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in

the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and

conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (Resolution No. 09/10-65)

(P) **NO-CONTACT RULE:** (Resolution No. 09/10-81)

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

- a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.
- b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.
- c. Bid shall mean any bid, request for proposals and request for qualifications.
- d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.
- e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
LINK STAFFING SERVICES CORPORATION

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) ▶
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Other (see instructions) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1800 BERING DR, SUITE 800

6 City, state, and ZIP code
HOUSTON, TX 77057

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

| Social security number | | | | | | | | |
|------------------------|--|--|---|--|--|--|--|--|
| | | | - | | | | | |

or

| Employer identification number | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|
| 7 | 6 | - | 0 | 5 | 9 | 4 | 4 | 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 ▶  Date ▶ 7/20/17

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.

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" for 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 ² |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ² |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see 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

DATE (MM/DD/YYYY)
7/21/2017

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 Arthur J. Gallagher Risk Management Services, Inc. 1900 West Loop South Suite 1600 Houston TX 77027 | CONTACT NAME: Ashley Cary PHONE (A/C, No, Ext): 713-935-8811 E-MAIL: ashley_cary@ajg.com FAX (A/C, No): 713-358-5713 ADDRESS: | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|---|-------|--|-------|---|-------|---|-------|---|-------|---------------------------------------|-------|
| INSURED Link Staffing Services 1800 Bering Drive, Suite 800 Houston, TX 77057 | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER B: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER C: Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER D: Underwriters at Lloyd's London</td><td>15792</td></tr><tr><td>INSURER E: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER F: Argonaut Insurance Company</td><td>19801</td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Philadelphia Indemnity Insurance Company | 18058 | INSURER B: Zurich American Insurance Company | 16535 | INSURER C: Texas Mutual Insurance Company | 22945 | INSURER D: Underwriters at Lloyd's London | 15792 | INSURER E: Continental Casualty Company | 20443 | INSURER F: Argonaut Insurance Company | 19801 |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
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| INSURER D: Underwriters at Lloyd's London | 15792 | | | | | | | | | | | | | | |
| INSURER E: Continental Casualty Company | 20443 | | | | | | | | | | | | | | |
| INSURER F: Argonaut Insurance Company | 19801 | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 2092877055

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"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | PHPK1556544 | 10/1/2016 | 10/1/2017 | 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 - COMPROP AGG \$2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK1556544 | 10/1/2016 | 10/1/2017 | 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 | | | PHUB557794 | 10/1/2016 | 10/1/2017 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| B C F | 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 Y | N/A | WC343489705 TSF0001243752 WC928108439414 | 1/1/2017 1/1/2017 1/1/2017 | 1/1/2018 1/1/2018 1/1/2018 | <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 |
| D A E | Employment Practices Liab Professional Liability Crime/Fidelity | | | AC1601898 PHPK1556544 425454328 | 10/1/2016 10/1/2016 10/1/2016 | 10/1/2017 10/1/2017 10/1/2017 | Maximum Limit \$2,000,000 Staffing E&O \$1,000,000 Employee Theft \$2,000,000 |

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

Project: BID NO: 16/17-30 Temporary Labors Services

CERTIFICATE HOLDERClay County Board of County Commissioners
477 Houston St
Green Cove Springs FL 32043**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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F99000004740
DOHERTY, DOHERTY & ADAMS, L.L.P.

ATTORNEYS AT LAW
1717 SAINT JAMES PLACE
SUITE 520
HOUSTON, TEXAS 77056

TEL: (713) 572-1000

FAX: (713) 572-1001

September 3, 1999

BY FEDERAL EXPRESS

Qualification/Tax Lien Section
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

Re: Stafflink, Inc.

Dear Sir or Madam:

The enclosed Application by Foreign Corporation for Authorization to Transact Business in Florida, Certificate of Existence from the State of Delaware and a check in the amount of \$78.75 (registration fee and certificate of status) are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Norma Oreschnigg
Doherty, Doherty & Adams, L.L.P.
1717 St. James Place, Suite 520
Houston, TX 77056

800002979358--7
-09/07/99-01063-014
*****78.75 *****78.75

Should you need to call someone concerning this matter, please call:

Norma Oreschnigg at 713 572-1000

Very truly yours,

Norma L. Oreschnigg

Norma L. Oreschnigg
Legal Assistant

/nlo
Enclosures

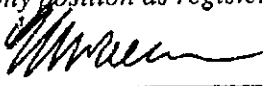
APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE
STATE OF FLORIDA:

1. STAFFLINK, INC.
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)
2. TEXAS
(State or country under the law of which it is incorporated)
3. 76-0413231
(FEI number, if applicable)
4. SEPTEMBER 15, 1993
(Date of Incorporation)
5. PERPETUAL
(Duration: Year corp. will cease to exist or "perpetual")
6. UPON QUALIFICATION
(Date first transacted business in Florida. (SEE SECTIONS 607.1501, 607.1502, AND 817.155, F.S.))
7. 1800 BERING, SUITE 801
HOUSTON, TX 77057-3129
(Current mailing address)
8. PERSONNEL SERVICES
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)
9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)
Name: C T Corporation System
Office Address: 1200 South Pine Island Road
Plantation, Florida, 33324
(Zip Code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.



E. A. Wallace, Asst. Secretary

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address ONLY- P. O. Box NOT acceptable)

A. DIRECTORS (Street address only- P. O. Box NOT acceptable)

Chairman: _____

Address: _____

Vice Chairman: _____

Address: _____

Director: WILLIAM T. PITTS

Address: 1800 BERING, SUITE 801

HOUSTON, TX 77057

Director: KAREN PITTS

Address: 1800 BERING, SUITE 801

HOUSTON, TX 77057

B. OFFICERS (Street address only- P. O. Box NOT acceptable)

President: ISAAC A. STEELE

Address: 1800 BERING, SUITE 801

HOUSTON, TX 77057

Vice President: EXECUTIVE VICE PRESIDENT - KAREN PITTS

Address: 1800 BERING, SUITE 801

HOUSTON, TX 77057

Secretary: & TREASURER - WILLIAM T. PITTS


Address: 1800 BERING, SUITE 801

HOUSTON, TX 77057

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. 
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Isaac A. Steele, President
(Typed or printed name and capacity of person signing application)

99 SEP 17 AM 9:10
SECRET
FBI
ADAMS, E. C.

FILED



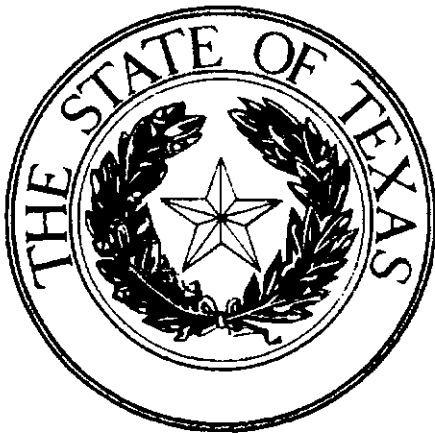
The State of Texas

SECRETARY OF STATE

IT IS HEREBY CERTIFIED that
Articles of Incorporation of

STAFFLINK, INC.
File No. 1283526-0

were filed in this office and a certificate of incorporation was issued to this corporation,
and no certificate of dissolution is in effect and the corporation is currently in existence.



*IN TESTIMONY WHEREOF, I have hereunto
signed my name officially and caused to be
impressed hereon the Seal of State at my office in
the City of Austin, on August 30, 1999.*

 DLM

Elton Bomer
Secretary of State

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G16000035997

Fictitious Name to be Registered: LINK STAFFING SERVICES

Mailing Address of Business: 1800 BERING DR., SUITE 800
HOUSTON, TX 77057

Florida County of Principal Place of Business: MULTIPLE

FEI Number:

FILED
Apr 08, 2016
Secretary of State

Owner(s) of Fictitious Name:

STAFFLINK, INC.
1800 BERING DR., SUITE 800
HOUSTON, TX 77057
Florida Document Number: F99000004740
FEI Number: 76-0413231

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

MICHELLE BEARDEN

Electronic Signature(s)

04/08/2016

Date

Certificate of Status Requested ()

Certified Copy Requested ()



TOWN OF ORANGE PARK BUSINESS TAX

LINK STAFFING
1496 PARK AV
ORANGE PARK FL 32073

Certificate No.: 0187
Issue Date: 10/01/2016
Expiration Date: 9/30/2017

Paid by **LINK STAFFING**

For the period commencing October 1, 2016 to September 30, 2017

In consideration of the sum of \$ 50.00

12/21/2016

Date

Town Manager

TOWN OF ORANGE PARK
2042 Park Avenue | Orange Park, FL 32073
(904) 264-2635

---RECEIPT---

| Fee Description | Fee Amount |
|-------------------------------|------------|
| ALL OTHER BUSINESS/OCCUPATION | 50.00 |
| FULL TIME EMPLOYEES | 0.00 |
| PART TIME EMPLOYEES | 0.00 |
| Penalties | \$ 0.00 |
| Total Fees | 50.00 |

Your Business Tax Certificate for the period October 1, 2016 - September 30, 2017 is attached.

Total Fees paid for this year are: 50.00

CRAIG WELLS
LINK STAFFING
1496 PARK AV
ORANGE PARK FL 32073



Desk of Amy Pope-Wells
1496 Park Ave.
Orange Park, FL 32073

RECEIVED
PURCHASING DIVISION

2011 JUL 24 P 12:46

CLAY COUNTY BOARD OF
COMMISSIONERS

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

REQUEST FOR BID

No. 16/17-30, TEMPORARY LABOR

**DUE DATE: Monday, July 24,
OPEN DATE: Tuesday, July 25,**

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

Clay County Board of County Commissioners
Purchasing Division
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish

Receipt for Bid #: 16/17-30
Company Name: Link Staffing

Handle with Care / Fragile



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Finance and Audit Committee

DATE: 8/10/2017

FROM: Administrative and Contractual Services

SUBJECT: Approval of a County Deed to the Florida Department of Transportation, Parcel 192.1 located within the County right-of-way, regarding the design of the southerly portion of the First Coast Expressway through Clay County. Funding Source: Not Applicable (D. Smith)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This request provides a deed over County Road 209 South right-of-way that crosses the proposed Expressway.

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

- ☐ [County Deed](#)
- ☐ [Parcel 192.1 Detail Map](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|---|-----------------------|----------|---------------------|----------|
| Administrative and Contractual Services | Thomas, Karen | Approved | 8/10/2017 - 3:10 PM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 8:39 AM | |

RECEIVED

AUG - 2 2017

Clay County Attorney's Office

AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

BCC
FIN

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

DATE: July 26, 2019

Staff Member Preparing Form: Shawn D. Thomas

Department Submitting Contract: Engineering and Public Works Department - Engineering Division

Vendor Name: Florida Department of Transportation

Contract Title: Deed for Parcels P192.1 for a parcel along the First Coast Expressway and within Clay County ROW

SUMMARY (TO BE COMPLETED BY DEPARTMENT)

| | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. New Contract (Deed) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Renewal/Amend./Supplement | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Sole Source *(explain) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Quotes/bid policy met | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Need to waive bid policy | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Automatic renewal | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Standard Addendum Executed | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Advance Payment Required | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Contract Amount (*Detail negotiation efforts below) | \$0.00 | |
| 10. Previous Price (*If increase explain below) | N/A | |
| 11. Date of Original Contract | N/A | |
| 12. Number of Renewals | N/A | |
| 13. Length of Term | Perpetual | |
| 14. Price Negotiation Efforts: | N/A | |

Requested Action: (Please type below)

Approval of the Deed

Background/Purpose: (Please type below)

The Department is currently in the process of the design of the southerly portion of the First Coast Expressway through Clay County. This request provides a deed over CR 209 South right-of-way that crosses the proposed Expressway.

Approvals

| Purchasing: | No Changes | With Changes |
|-------------|-------------------------------------|--------------------------|
| 8-2-17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| Budget: | No Changes | With Changes |
|---------|-------------------------------------|--------------------------|
| 8/2/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| Finance: | No Changes | With Changes |
|----------|-------------------------------------|--------------------------|
| 8/2/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| County Attorney: | No Changes | With Changes |
|------------------|--------------------------|-------------------------------------|
| 8/3/17 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Recommended Changes: (Please type below)

- Please add c.c. Property Appraiser parcel # to the legal description

*Sole Source Explanation: (Please type below)

- FORM REVISED: 07/13/2017

CLAY COUNTY BOARD OF COMMISSIONERS

2017 JUL 26 P 3:43

RECEIVED
PURCHASING DIVISION

All comments have been addressed

RECEIVED

AUG - 2 - 2017

Clay County Attorney's Office

AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

Bcc

FIN

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

DATE: July 26, 2019

Staff Member Preparing Form: Shawn D. Thomas

Department Submitting Contract: Engineering and Public Works Department - Engineering Division

Vendor Name: Florida Department of Transportation

Contract Title: Deed for Parcels P192.1 for a parcel along the First Coast Expressway and within Clay County ROW

SUMMARY (TO BE COMPLETED BY DEPARTMENT)

| | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. New Contract (Deed) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Renewal/Amend./Supplement | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Sole Source *(explain) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Quotes/bid policy met | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Need to waive bid policy | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Automatic renewal | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Standard Addendum Executed | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Advance Payment Required | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Contract Amount (*Detail negotiation efforts below) | \$0.00 | |
| 10. Previous Price (*If increase explain below) | N/A | |
| 11. Date of Original Contract | N/A | |
| 12. Number of Renewals | N/A | |
| 13. Length of Term | Perpetual | |
| 14. Price Negotiation Efforts: | N/A | |

Requested Action: (Please type below)

Approval of the Deed

Funding Source

Account Number:

N/A

FULL Account Name:

N/A

Background/Purpose: (Please type below)

The Department is currently in the process of the design of the southerly portion of the First Coast Expressway through Clay County. This request provides a deed over CR 209 South right-of-way that crosses the proposed Expressway.

Approvals

| Purchasing: | No Changes | With Changes |
|---------------------|-------------------------------------|--------------------------|
| <i>[Signature]</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Review Date: 8-2-17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| Budget: | No Changes | With Changes |
|---------------------|-------------------------------------|--------------------------|
| <i>[Signature]</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Review Date: 8/2/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| Finance: | No Changes | With Changes |
|---------------------|-------------------------------------|--------------------------|
| <i>[Signature]</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Review Date: 8/2/17 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| County Attorney: | No Changes | With Changes |
|---------------------|-------------------------------------|-------------------------------------|
| <i>[Signature]</i> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Review Date: 8/3/17 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

Recommended Changes: (Please type below)

- Please add CC Property Appraiser parcel # to the legal description

- OK - PA doesn't assign parcel #s to R/W

*Sole Source Explanation: (Please type below)

CLAY COUNTY COMMISSIONERS

2017 JUL 26 P 3:43

- FORM REVISED: 07/13/2017

*All comments have been addressed.

CLAY COUNTY COMMISSIONERS

2017 JUL 26 P 3:43

RECEIVED PURCHASING DIVISION

03-BSD.03-Date: July 14, 2017

T. S. No. N/A
R/W Map Sheet No. 23, 24
Tax Parcel No. N/A

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

| | |
|----------------|---------|
| PARCEL NO. | 192.1 |
| SECTION NO. | 71493 |
| F.P. NO. | 4229382 |
| STATE ROAD NO. | 23 |
| COUNTY OF | Clay |

COUNTY DEED

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

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

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

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

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

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

ATTEST: _____

Print Name: _____
Clerk (or Deputy Clerk)

Clay County, Florida
By Its Board of County Commissioners

BY: _____

Print Name: _____
Its Chairperson (or Vice-Chairperson)

Exhibit "A"

Section 71493
F.P. No. 4229382

State Road No. 23

Clay County

Parcel No. 192

Fee Simple Limited Access

A Part Of County Road No. 209 (A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 7155-250), Also Being A Part Of The G.I.F. Clarke Grant, Property Of The Clinch Estate, As Recorded In Plat Book 1, Pages 31 – 34, Of The Public Records Of Clay County, Florida, In The Clarke's Mill Grant, Section 38, Township 6 South, Range 26 East, Said Clay County, Florida, Being More Particularly Described As Follows:

Commence At The Intersection Of The Northwestern Existing Right Of Way Line Of State Road No. 15 (U.S. 17, A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 71010-2507), With The Easterly Existing Right Of Way Line Of CSX Railroad (A 100.00 Foot Right Of Way As Per CSX Transportation Right Of Way And Track Map No. V00481); Thence South 21°55'07" East, Along Said Easterly Existing Right Of Way Line Of CSX Railroad, A Distance Of 1,759.37 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Map Section 71493, F.P. No. 4229382 & 4229383), And A Curve To The Left, Having A Radius Of 4,750.00 Feet; Thence Along Said Centerline Of Construction, And The Arc Of Said Curve, Through An Angle Of 16°12'56", An Arc Distance Of 1,344.31 Feet And A Chord Bearing And Distance Of North 61°08'15" East, 1,339.83 Feet To The Westerly Existing Right Of Way Line Of County Road No. 209 (A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 7155-250), And A Curve To The Left, Having A Radius Of 2,824.79 Feet, And The **Point Of Beginning**; Thence Along Said Westerly Existing Right Of Way Line Of County Road No. 209, And Along The Arc Of Said Curve, Through An Angle Of 03°24'53", An Arc Distance Of 168.35 Feet And A Chord Bearing And Distance Of North 21°29'28" West, 168.33 Feet To A Curve To The Left, Having A Radius Of 4,588.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 01°01'57", An Arc Distance Of 82.69 Feet And A Chord Bearing And Distance Of North 51°57'09" East, 82.68 Feet To The Easterly Existing Right Of Way Line Of Said County Road No. 209, and A Curve To The Right, Having A Radius Of 2,904.79 Feet; Thence Along Said Easterly Existing Right Of Way Line, The Following 2 Courses And Distances: (1) Along The Arc Of Said Curve, Through An Angle Of 03°19'48", An Arc Distance Of 168.82 Feet And A Chord Bearing And Distance Of South 21°57'05" East, 168.80 Feet To Said Centerline Of Construction Of State Road No. 23, And A Curve To The Right, Having A Radius Of 2,904.79 Feet; (2) Along The Arc Of Said Curve, Through An Angle Of 03°22'52", An Arc Distance Of 171.41 Feet And A Chord Bearing And Distance Of South 18°35'46" East, 171.39 Feet To A Curve To The Right, Having A Radius Of 4,912.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 00°59'40", An Arc Distance Of 85.25 Feet And A Chord Bearing And Distance Of South 53°10'44" West, 85.25 Feet To Said Westerly Existing Right Of Way Line Of County Road No. 209, And A Curve To The Left, Having A Radius Of 2,824.79 Feet; Thence Along Said Westerly Existing Right Of Way Line, And The Arc Of Said Curve, Through An Angle Of 03°28'03", An Arc Distance Of 170.95 Feet And A Chord Bearing And Distance Of North 18°03'01" West, 170.92 Feet To The **Point Of Beginning**.

Containing 0.624 Acres, More Or Less.

Together With All The Rights Of Access, Ingress, Egress, Light, Air And View Between The Grantor's Remaining Property And Any Facility Constructed On The Above Described Property.



S.R. No. 23
(FIRST COAST OUTER BELTWAY)
FROM THE ST. JOHNS RIVER TO
C.R. 220A (OLD JENNINGS ROAD)

SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

| | | | | | | |
|------|-----------------------------------|-----|----------|---------------------------------|-----|----------|
| DATE | REV. 1104, 1175, 1804, 1320, 1904 | RLM | 11/14/16 | VOID 835 ADD 192 | J.S | 07-07 |
| | REV. DIM | JLS | 07/22/16 | VOID 190C | J.S | 04/12 |
| | ADD PAR 190C | R.M | 07/16/16 | VOID 191B, ADD 1601, 191C | R.M | 11/14/16 |
| Y | REV. SHEET No. | JLS | 05/05/16 | REV. 1300, 193C, 1914, 132, 802 | RLM | 11/14/16 |
| | REV. SHEET No. | JLS | 03/07/16 | VOID 190E | RLM | 11/04/16 |
| | REVISION | RY | DATE | REVISION | BY | DATE |

CLAY COUNTY, FLORIDA

SECTION 71493

CLAY COUNTY

MAPS PREPARED BY:
CLARY & ASSOCIATES, INC.
L.B. No. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FL 32257
F.P. No. 4229382/4

| | |
|-----------------------------------|----------------|
| DATA SOURCE: E.F.B. No. 822505 | |
| SCALE: 1" = 100' | |
| 1229383 | SHEET 24 OF 82 |



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Board of County Commissioners

DATE: 8/10/2017

FROM: Jennifer Rupert-Bethelmy

SUBJECT: Approval of reorganization of divisional units within the Engineering and Public Works Department. (J. Bethelmy)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Request authorization to reorganize the divisional units within the Engineering and Public Works department to move direct supervision of the Traffic Operations unit. The position of Deputy Director - Technical Services will be changed to Deputy Director - Engineering and Traffic Operations. Due to attrition in the upcoming two years of senior positions responsible for Traffic Operations, it is prudent for the County to position itself to accommodate those anticipated changes in personnel and allow for proper succession planning to facilitate a smooth transition.

ATTACHMENTS:

Description

- ▢ [Revised Job Description](#)
- ▢ [Proposed Org Chart - Engineering](#)
- ▢ [Proposed Org Chart - Traffic Ops](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|-----------------|-----------------------|----------|---------------------|----------|
| Human Resources | Bethelmy, Jennifer | Approved | 8/10/2017 - 1:38 PM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 8:41 AM | |

**CLAY COUNTY
BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION**

JOB TITLE: Deputy Director – Engineering and Traffic Operations

EXEMPT: Yes

SALARY LEVEL:

DEPARTMENT: Engineering and Public Works

REPORTS TO: Director of Engineering and Public Works

GENERAL DESCRIPTION OF DUTIES:

The essential function of this position is to assist the directing and overseeing the following divisions; Engineering, Traffic Operations and Public Works Operations. This position is responsible for staff supervision, preparing long range planning of transportation and related infrastructure plans, traffic operations, preparing and administering division budget and reports, right-of-way permitting, contract development and administration, acting as liaison when required with the public, professional groups and elected officials.

ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE THE FOLLOWING: (other duties, may be assigned)

ENGINEERING

Develop detailed project scoping and budget cost estimates; Track and manage project schedule using Microsoft Projects; Develop and manage project budgets.

Prepare and/or direct the development of technical design plans (i.e. roadway, traffic control, signing and pavement marking); calculations; specifications; construction cost estimates.

Directs the acquisition of right of way and easements in support of County Projects.

Perform oversight for construction contract administration; includes direct supervision of project managers and inspection personnel, reviews and/or oversight of as-builts, material testing logs, daily work reports, shop drawings, RFI's, and change orders.

Perform quality control and constructability reviews of construction plans and related design documents; perform technical for Florida Department of Transportation (FDOT) project(s) within the County. Including general project coordination.

Assist the Director in planning and administering the County's Capital Improvement Project(s)

Assist the Director in managing private development review, construction and acceptance of maintenance

TRAFFIC OPERATIONS

Performs field observations for traffic analysis; collects existing field conditions data for design and analysis; compiles and analyzes field data; develop diagrams; recommends solutions; and, monitors results.

Prepare and/or direct Traffic Engineering Studies, Traffic Operations Analyses, Traffic Calming Studies, Traffic Impact Analyses, Corridor Studies, Safety Studies, Warrant Studies, Signal Timing and Coordination, and Accident Crash Analysis.

Directs traffic engineering projects, programs and activities; reviews plans and specifications by engineering consultants for traffic signals, signs, pavement markings and roadway lighting systems.

Proficient in the use of traffic engineering software, such as Synchro/SimTraffic, Highway capacity software (HCS) and other traffic and signal operations analysis software required.

Develops and reviews signal timing-timing parameters for new installations; analyzes traffic count data; evaluates existing signal timings.

Prepare and/or direct of design plans for the construction of traffic signals, signing, pavement marking, roadway lighting and intelligent transportation systems.

OPERATIONS

Directs minor contract activities such as road and bridge maintenance/construction, drainage, inspections and evaluations, contingency planning, safety and related activities, processes and programs.

Perform technical investigation, research and evaluation for existing County infrastructure for issues and/or concerns relating to motorist and/or pedestrian safety, drainage, and maintenance.

Interacts with the general public, contractors and governmental agencies to resolves issues/complaints and develop more efficient methods of performing/completing departmental tasks.

GENERAL

Working knowledge and skills in ArcGIS and Autocad, and to prepare various types of maps and/or graphics; maintain databases; compile and analyze geographic data.

Develops, presents and implements Division budgets; oversees and approves departmental expenditures;

Acts as a liaison to advise public agencies, private groups and individuals on county-wide engineering activities, projects and policies.

The supervision of staff, including recommending selection, assigning or evaluating works, counseling and recommending disciplinary action.

Attends or conducts staff meetings to exchange information; attends technical or professional classes, workshops or seminars to improve professional skills.

Requires responsibility for achieving major economies or preventing major losses through the management of a work unit or through overseeing high cost construction projects.

Instructs or trains other through explanation, demonstration, and supervised practice, or by making recommendations on the basis of technical disciplines.

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.

Ability to use practical applications or fractions, percentages, ratios and proportions, measurements, or logarithms; may use algebraic solutions of equations and equalities, deductive geometry, and/or descriptive statistics.

Ability to read and interpret advanced professional materials, write extremely complex reports and papers, and speak to high level professional groups and the general public.

Ability to make decisions with moderate impact – affects those in work unit and other units or citizens.

Must be knowledge of the guidelines within the Manual on Uniform Traffic Control Devices (MUTCD), Florida Department of Transportation Standard Indexes & the Traffic Engineering Manual.

EDUCATION AND/ OR EXPERIENCE:

Requires a bachelor's degree in civil engineering or a closely related field. Requires a minimum of ten years of experiences, including extensive managerial experience. A Professional Engineering License is required. Must have a valid State of Florida Driver's License with a clean driving record.

Any combination of education and experience may be substituted, so long as it provides the desired skills, knowledge and abilities to perform the essential functions of the job.

All requirements are subject to possible modification to reasonably accommodate individuals with disabilities. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

The job description in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job related duties requested by their supervisor.

PHYSICAL QUALIFICATIONS AND ACTIVITIES OF THE POSITION: Sedentary work. Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull otherwise move objects, including the human body.

Stooping: Bending body downward and forward by bending spine at the waist.

Kneeling: Bending the body downward and forward by bending leg and spine.

Crouching: Moving about on hands and knees or hands and feet.

Reaching: Extending hand(s) and arm(s) in any direction.

Standing: Particularly for sustained periods of time.

Sitting: Particularly for sustained periods of time.

Walking: Moving about on foot to accomplish tasks, particularly for long distances.

Lifting: Raising objects from a lower to a higher position, or moving objects horizontally from position-to-position.

Dexterity: Picking, pinching, typing or otherwise working, primarily with fingers rather with the whole hand or arm as in handling.

Grasping: Applying pressure to an object with the fingers and palms.

Talking: Expressing or exchanging ideas by means of the spoken word. Those activities in which, they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.

Hearing: Perceiving the nature of sounds with no less than a 40 db loss @ 55 HZ, 1,000 HZ and 2,000 HZ with or without correction. Ability to receive detailed information through oral communication and to make fine discriminations in sound, such as when making fine adjustments on machined parts.

Repetitive motions: Substantial movements (motions) of the wrists, hands, and/or fingers.

Visual requirement equal to that for clerical administrative whose work deals largely with preparing and analyzing data and figures, accounting, transcription, computer terminal, extensive reading, etc.

The worker is subject to inside and outside environmental conditions. Tasks may risk exposure to extreme temperatures, dust/pollen, wet or humid conditions, traffic, intense noise levels, etc.

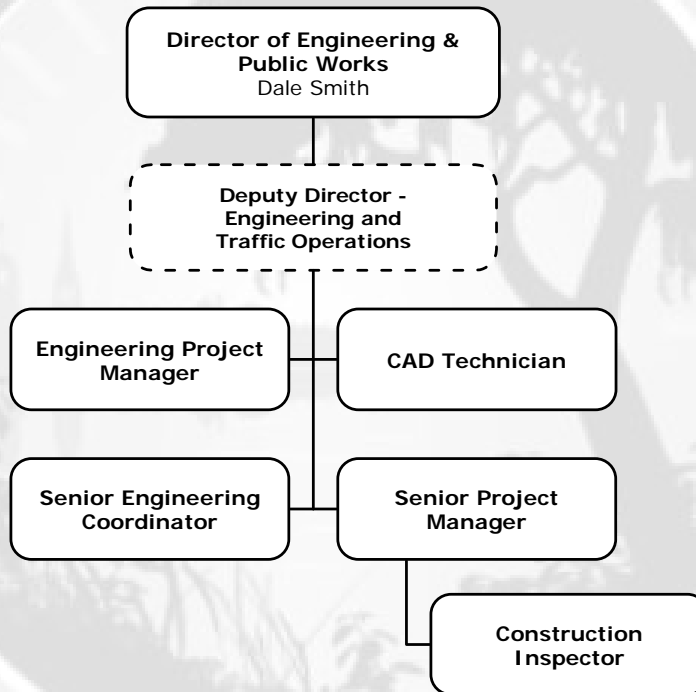
CONCLUSION:

1. All main duties and requirements are essential job functions.
2. All requirements are subject to possible modification to reasonably accommodate individuals with disabilities.
3. Regular attendance is an essential function of this position.

Revised: 07/2017

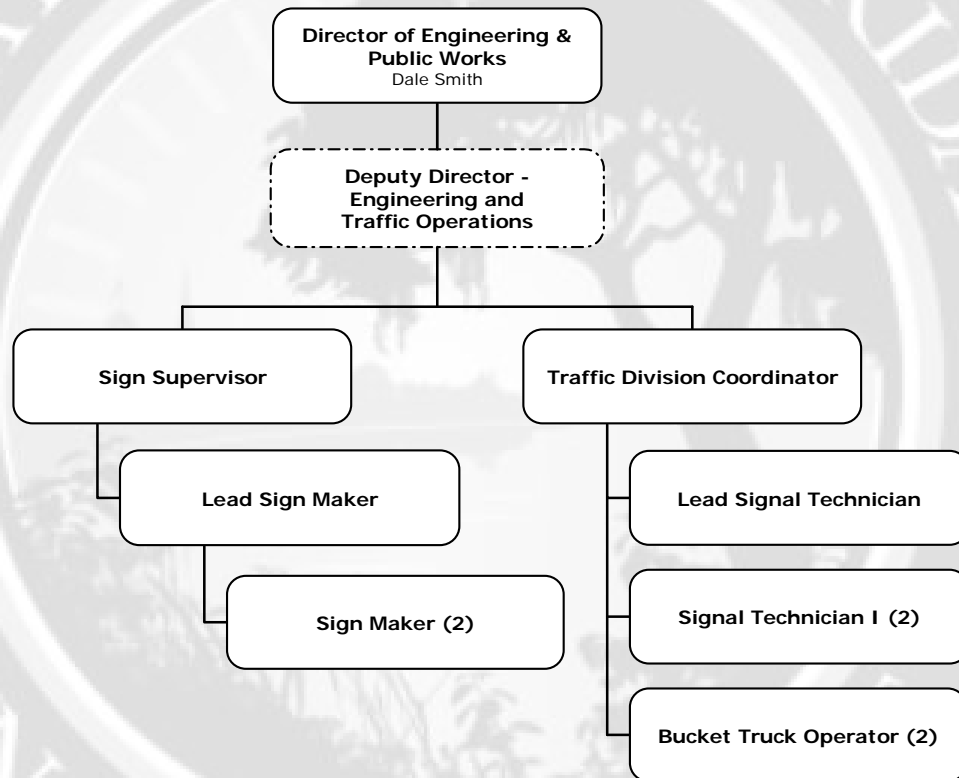
Engineering & Public Works Department

Engineering Division



Engineering & Public Works Department

Traffic Operations Division





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Committee

DATE: 8/10/2017

FROM: Purchasing

SUBJECT: Approval of Unclaimed Decedent Disposition Services Agreement with Eternity Funeral Home and Crematory of Jacksonville, LLC, at a rate of \$1,025.00 per case. Funding Source: 001-2504-534400 (General Fund - Public Assistant Services - Burial of Paupers) (K. Thomas)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This Agreement is a result of RFP No. 16/17-20

Is Funding Required (Yes/No):

Yes

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

Yes

Funding Source: General Fund - Public Assistant Services - Burial of Paupers
Account #001-2504-534400 Amount - \$1,025.00 per case

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

Planning Requirements:

Public Hearing Required (Yes/No):

No

Hearing Type:

Initiated By:

ATTACHMENTS:

Description

▢ [Eternity Funeral Home Agreement](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|---|-----------------------|----------|---------------------|----------|
| Administrative and Contractual Services | Thomas, Karen | Approved | 8/10/2017 - 4:27 PM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 8:42 AM | |

| AGREEMENT/CONTRACT REVIEW FORM | | MEETING DATE |
|---|---|--|
| DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED | | |
| DATE: | 8/8/17 | |
| Staff Member Preparing Form: | Karen Thomas | |
| Department Submitting Contract: | VSO | |
| Vendor Name: | Eternity Funeral Home and Crematory of Jacksonville, LLC. | |
| Contract Title: | Unclaimed Decedent Disposition Services | |
| SUMMARY (TO BE COMPLETED BY DEPARTMENT) | | |
| | Yes | No |
| 1. New Contract | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Renewal/Amend./Supplement | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Sole Source *(explain) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Quotes/bid policy met | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Need to waive bid policy | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Automatic renewal | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Standard Addendum Executed | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Advance Payment Required | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | | 9. Contract Amount (*Detail negotiation efforts below) \$1,025.00 per case |
| | | 10. Previous Price (*If increase explain below) N/A |
| | | 11. Date of Original Contract N/A |
| | | 12. Number of Renewals N/A |
| | | 13. Length of Term Two year agreement |
| | | 14. Price Negotiation Efforts: |
| | | N/A |
| Funding Source | | Requested Action: (Please type below) |
| Account Number: | | Approve Service Agreement |
| 001-2504-534400 | | Background/Purpose: (Please type below) |
| FULL Account Name: | | Unclaimed Decedent Disposition Services in accordance with the County's |
| Gen Fund-Public Assist Svcs-Burial Paupers | | Unclaimed Decedent Disposition Program. |

Approvals

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

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

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

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

Recommended Changes: (Please type below)

The last paragraph on p1 over to p2 doesn't make complete sense... what applications? & who is the "Proposer"?

*Sole Source Explanation: (Please type below)

- FORM REVISED: 07/13/2017

*all changes made 8/10/17

RECEIVED
PURCHASING DIVISION
2017 AUG -9 P 3:36
CLAY COUNTY BOARD OF COMMISSIONERS

UNCLAIMED DECEDENT DISPOSITION SERVICES AGREEMENT

This AGREEMENT entered into this _____ day of _____, 2017, between Clay County, a political sub-division of the State of Florida, hereinafter referred to as (COUNTY) and Eternity Funeral Home and Crematory of Jacksonville, LLC. hereinafter referred to as the (FUNERAL HOME).

WHEREAS, the COUNTY, having legal authority under Florida Statutes to dispose of indigent or unclaimed remains, wishes to contract with an experienced and well qualified Funeral Establishment for administration of the COUNTY'S Unclaimed Decedent Disposition Program (UDDP), and other related services; and

WHEREAS, the COUNTY issued Request for Proposal (RFP) No. 16/17-20 for Unclaimed Decedent Disposition Services, in an effort to select a qualified Funeral Establishment for such disposition services; and

WHEREAS, the FUNERAL HOME has responded and represented that it is qualified to perform the services as stated in the RFP, the same being incorporated as part of this AGREEMENT by reference.

NOW THEREFORE the COUNTY and the FUNERAL HOME do mutually agree as follows:

1. As a licensed Funeral Establishment operating under license number **F040671**, the FUNERAL HOME agrees to provide the following services for the COUNTY **at a rate of \$1,025.00 per case:**
 - Removal and transport to the FUNERAL HOME'S facility for storage/cremation within the required time frames.
 - Utilize a modest cremains container per Florida Statute 497.005(17) for delivery of cremains to a legally authorized person under Florida Statute 497.005(43).
 - Administrative and operating costs including all overhead pertaining to services, labor, transportation, due diligence in search for legally authorized person, storage of remains and cremains, and any other related costs associated with fulfilling the requirements of the Florida Statutes, the RFP, and requirements of the COUNTY'S UDDP, which is attached hereto as Attachment A.
 - Dispatch of appropriate personnel to the place of demise, such as a nursing home or private residence, within a reasonable time of receipt of the request for removal. Removals from the Medical Examiner's Office will be performed within twenty-four (24) hours of being notified by the UDDP Coordinator or Medical Examiner's Office.
 - The FUNERAL HOME will also be responsible for removals in the event of a death where the police are unable to determine if funeral pre-arrangements have already been made and where the Medical Examiner has declined jurisdiction.
 - Storage of the human remains in a refrigerated facility while a search for surviving relatives is conducted.
 - The FUNERAL HOME will conduct a thorough and proper search for a legally authorized person of the deceased. Search will include all appropriate means such as contacting neighbors, patient medical records, checking an electronic database of public records, etc., dependent upon the circumstances of each case. The FUNERAL HOME will provide a written record to the COUNTY of all steps taken to locate surviving family.
 - In cases where a legally authorized person is located, determination if the family is willing to pay the costs of disposition, or if there is an existing life insurance policy or other assets to cover these costs. If the family requires financial assistance, the FUNERAL HOME will

ensure that all UDDP Application Forms are completed including date and signature. The FUNERAL HOME shall ensure the family requesting assistance is notified that the COUNTY may need additional information other than requested on the form before a decision can be made.

- If a legally authorized person is located, FUNERAL HOME shall secure authorization for disposition. Disposition shall not be performed until a legally authorized person gives written authorization for disposition. If no surviving family can be located and a due diligence search has been conducted, a request can be submitted to the COUNTY for authorization for disposition.
- A direct cremation shall be performed for deceased persons determined eligible for the indigent burial and cremation services program.
- Veterans: FUNERAL HOME must verify if the deceased was a veteran by contacting the Clay County Veterans Service Officer or the National Cemetery Scheduling Office at 1-800-535-1117 to determine if an identified, unclaimed decedent is a Veteran and eligible for burial in a Veterans Affairs' National Cemetery. The process may require 48 hours or more. See the further guidance in the Policy and Procedures section under Veterans.
- Private Pay Cases: If subsequently located and willing to pay for regular, non-indigent funeral services, any relative, fraternal order, or individual may elect to use the funeral home or direct to the disposer of his/her choice, even if not the FUNERAL HOME. The FUNERAL HOME shall release the body to the alternative funeral home for services, and the FUNERAL HOME shall seek reimbursement for any service already performed (i.e., removal, storage) from the person(s)/organization making the private arrangements. Should the FUNERAL HOME be unable to collect their fee in this manner, they may submit an invoice to the COUNTY for consideration of reimbursement, but only after exhausting all attempts to recover this fee from the private parties. FUNERAL HOME must allow thirty (30) days for the person/organization to make the payment before seeking reimbursement from the COUNTY. Reimbursement request to the COUNTY must detail actual expenses that the FUNERAL HOME has incurred. The COUNTY reserves the right to deny any expenses that are not related to assisting with the qualifying or disposition of the UDDP. FUNERAL HOME shall attach documentation to the invoice indicating attempts to collect these expenses. FUNERAL HOME shall reimburse the COUNTY for any previous COUNTY expenditures in the event a Private Pay case occurs. FUNERAL HOME shall not charge the COUNTY for shipping charges of cremains to out-of-state next of kin. This cost is the responsibility of the next of kin.
- Disposition of Remains: Per Florida Statutes, Chapter 497:
 - a. In County - when cremains are requested by an authorized party residing in Clay County, FUNERAL HOME will make cremains available for pick-up.
 - b. Out of County – when cremains are requested by an authorized party residing outside of Clay County, the cost of postage and handling shall be the responsibility of the requesting party.
 - c. Unclaimed – in instances where a cremation was properly authorized but cremains remain unclaimed for a period in excess of one hundred twenty (120) days, FUNERAL HOME will dispose of the cremains in a dignified manner in accordance with Florida Statutes 497.607.
- The FUNERAL HOME will be responsible for filing, with all appropriate agencies, all of the required documentation pertaining to the services performed, including (but not limited to):
 - a. Death Certificate
 - b. Cremation Authorization
 - c. Social Security Form/Proof of Death

- d. Veterans Administration forms necessary to receive funds in return for burial of veterans
2. Indigent Eligibility (In order to qualify for the UDDP):
 - a. The decedent's death shall have occurred within Clay County (although the decedent does not need to have been a county resident), and
 - b. The decedent's remains are unclaimed by a legally authorized person for final disposition at the person's expense, as defined in Florida Statutes, Section 406.49(8).
3. FUNERAL HOME agrees to defend, indemnify and save harmless the COUNTY and all its employees, officers, agents and servants against all suits and costs and all damages, including reasonable attorney's fees, to which the COUNTY or any of its employees, officers, agents or servants may be put to reason of injury to the persons or property of others resulting from the performance of work, or through the negligence of the FUNERAL HOME, or through any act of omission on the part of the FUNERAL HOME, its agents, employees, servants or subcontractors.
4. All payments shall be made in accordance with the Local Government Prompt Payment Act and based upon actual bills and supporting documents submitted to the appropriate COUNTY Department.
5. In the event of default of the FUNERAL HOME in performance hereunder which has not been cured following fifteen (15) days written notice thereof from the COUNTY, the COUNTY may terminate this AGREEMENT and cause the services to be performed or completed by another Funeral Home Service provider.
6. Either party may cancel this AGREEMENT on 30 days prior written notice.
7. The FUNERAL HOME shall procure and maintain, at its expense during the term of this AGREEMENT, the insurance specified in the RFP document. The insurance will be in effect from the date of commencement of the AGREEMENT. The FUNERAL HOME shall provide the COUNTY with a certificate of insurance showing coverage, naming the COUNTY as certificate holder and additional insured and noting the COUNTY'S interest.
8. The Scrutinized Companies Certification and Clay County Standard Addendum to all Contracts and Agreements is attached and made a part hereof.
9. This AGREEMENT shall be effective for a period two (2) years, and may be renewed up to two (2) successive renewal terms of one year each, upon execution of a renewal agreement, and upon conditions acceptable to both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT as of the ____ day of _____, 2017.

Eternity Funeral Home and Crematory of
Jacksonville, LLC

Clay County Board of County Commissioners

Licensed Funeral Director

Wayne Bolla, Chairman

ATTEST:

S. C. Kopelousos, County Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Keep and maintain public records required by the County to perform the services required under the Agreement;
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- (d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

- (a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- (b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

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

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

Funeral Home Name: Eternity Funeral Home
and Crematory of Jacksonville, LLC.

By: _____

Printed Name: _____

Title: _____

Scrutinized Companies Certification

[Clay County: Unclaimed Funeral Home and Crematory of Jacksonville, LLC.
INSERT PROJECT NAME

Name of Company:¹ Eternity Funeral Home and Crematory of Jacksonville, LLC.

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

Insert Name of Company:

(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

CLAY COUNTY UNCLAIMED DECEDENT DISPOSITION PROGRAM POLICY

Purpose:

In accordance with Part II of Chapter 406, Florida Statutes, the County may dispose of unclaimed remains at the County's expense. The statute was enacted to ensure that unclaimed remains are properly disposed of for public health purposes. It is the mission of the Clay County Board of County Commissioners to effect the disposition of unclaimed decedents, or decedents without the resources to provide for final disposition expenses, when the death occurs in Clay County in accordance with Part II of Chapter 406, Florida Statutes, sections 406.49-406.61. The Unclaimed Decedent Disposition Program ("UDDP") has been formed to carry out this purpose.

Scope:

The UDDP will provide final disposition in accordance with Chapter 406, Part II, for decedents who are unclaimed and/or lack the income or resources to afford any type of final disposition expenses, and who meet applicable eligibility requirements under this policy. The UDDP does not provide for disposition of deceased indigent residents who have been claimed or who die within another county.

The UDDP will be administered through the Veterans Services Office and its designated coordinator (the "UDDP Coordinator").

The disposition of the decedent's remains, unless otherwise directed by the Medical Examiner's office or Clay County's Board of County Commissioners, will be by cremation regardless of the family's religious background. No additional funeral services (including, but not limited to, viewing, embalming, memorial services, merchandise etc.) will be offered by the UDDP. Shipping of cremains will be at the requestor's expense and handled through the contracted funeral provider. If arrangements are not made for the cremains, as required by Florida Statutes, section 497.607(3)(a), cremains will be held by the funeral home for 120 days. In the event that any previously unidentified family member or friend comes forward during the 120 day time period, they may claim the cremated remains. They may be requested to reimburse Clay County the disposition expenses. If the person claiming the cremains wishes for the remains to be shipped to them, they will also incur the shipping and handling expense. In the event that the family cannot be located or does not claim the cremains within the 120 days, the funeral home shall dispose of the cremains as stated in Florida Statutes, section 497.607(3)(a). Such disposal may include scattering them at sea, placing them in a licensed cemetery or a scattering garden, or otherwise disposing of the remains as provided by statute.

Eligibility:

In order to qualify for the UDDP:

- (1) the decedent's death shall have occurred within Clay County (although the decedent does not need to have been a county resident), **and**
- (2) the decedent's remains shall be unclaimed by a legally authorized person for final disposition at the person's expense, as defined in Florida Statutes, section 406.49(8).

Procedure:

Any organization that comes into possession or control of a decedent whom they determine may be eligible for the UDDP shall contact the UDDP Coordinator for consideration in the UDDP. The UDDP Coordinator will refer any inquiry to the UDDP's selected funeral home and the funeral home will begin the process of qualifying the case under the UDDP. The organization shall make available any financial and family information on file for the decedent. The funeral home will make a preliminary determination of eligibility after a reasonable investigation and thereafter make arrangements to take possession of the decedent. If required, the UDDP Coordinator will obtain authorization for the selected funeral home to take possession of the decedent utilizing Attachment 4.

Prior to making a final determination of eligibility for the UDDP, the funeral home shall conduct additional research to (1) identify any resources that might be available to pay the cost of cremating the remains of the deceased, (2) determine whether at the time of death the decedent was indigent within the meaning of Florida Statutes, section 406.49(5), (3) determine whether the decedent is entitled to burial in a national cemetery as a veteran of the armed forces, as set forth in Florida Statutes, section 406.50 (2)(b), and (4) confirm that the state anatomical board has been notified regarding the remains of the decedent as required under Florida Statutes, section 406.50 and has declined to accept the remains. Further, if a decedent has not been claimed, the funeral home shall attempt to locate a legally authorized person as defined in Florida Statutes, section 406.49(6), to claim the remains of the decedent or to authorize their proper disposition. A "legally authorized person" to act on behalf of a decedent is as defined in Florida Statutes, section 406.49(6), which provides for the same meaning as provided in section 497.005. The order of priority listed in section 497.005(43) for a legally authorized person is specifically adopted herein. All attempts, whether made by an organization or a funeral home to locate a legally authorized person shall be documented and provided to the UDDP Coordinator for retention as a permanent record by the County.

Upon conclusion of its research, the funeral home shall make a final determination of eligibility for the UDDP. If the decedent is eligible, the funeral home shall notify the UDDP Coordinator and proceed with obtaining authorization to cremate by either a legally authorized person or by an Application for Authorization to Cremate, Attachment 5, as set forth below.

Request for Disposition by Legally Authorized Person Due to Indigent Status:

If a legally authorized person, as defined in Florida Statutes, section 406.49 and in the order of priority listed in Florida Statutes, section 497.005(43), requests indigent disposition assistance on behalf of a decedent, the selected funeral home will then coordinate completion of Attachments (1) and (2) to determine if the deceased qualifies for indigent status. Information necessary to determine eligibility under the UDDP and completion of Attachments (1) and (2) is set forth in Attachment (3). Indigent status, as defined in Florida Statutes, section 406.49(5), is accepted if the requirements of the statute are met such that decedent has no legally attachable income or resources or no legally authorized person, such as a surviving spouse/next-of-kin/relatives/friends/organizations, has the resources to afford any type of funeral expenses.

Upon determination of indigent status, the funeral home will notify the UDDP Coordinator and then coordinate with the legally authorized person to obtain authorization for cremation of the decedent and disposition of the cremains.

In cases where there is a legally authorized person unable to provide for final disposition expenses yet unwilling to sign the required documentation authorizing cremation, or unwilling to further communicate or respond with the funeral home or UDDP Coordinator in a timely manner, such circumstances will be documented, and provided to the UDDP Coordinator for retention as a permanent record by the County. An Application for Authorization to Cremate, Attachment (5), will thereafter be provided by the funeral home to the UDDP Coordinator. After reviewing and approving the application, an Authorization for Unclaimed Cremation, Attachment (6), will be executed by the Clay County Manager, as the legally authorized person, authorizing the approval for cremation. For an "unclaimed" decedent (a decedent whose remains are not claimed by a legally authorized person, other than a medical examiner or the board of county commissioners, for final disposition at the person's expense as defined in Florida Statutes, section 406.49), the Clay County Manager, as approved by the Board of County Commissioners, is the "legally authorized person" as defined in Florida Statutes, section 497.005(43), for purposes of authorizing disposition under Part II of Chapter 406.

Disposition without a Legally Authorized Person:

If a legally authorized person is not able to be identified or located, the selected funeral home shall provide the UDDP Coordinator with an Application for Authorization to Cremate, Attachment (5). After reviewing and approving the application, an Authorization for Unclaimed Cremation, Attachment (6), will be executed by the Clay County Manager, as the legally authorized person, authorizing the approval for cremation.

Veterans:

Any legally authorized person, entity, or funeral home shall make a reasonable effort to determine whether the decedent is eligible under 38 C.F.R. section 38.620 for burial in a

national cemetery as a veteran of the armed forces and, if eligible, to cause the deceased's remains to be delivered to a national cemetery. If the UDDP is utilized, the selected funeral home will coordinate the deceased's cremated remains to be delivered to the National Cemetery. If a legally authorized person desires for the remains to otherwise be delivered, such would be at their own expense. The legally authorized person can choose to have the cremated remains buried in the ground or in above ground columbaria (niche).

Per Section 38.628 of Title 38, Code of Federal Regulations, the Department of Veterans Affairs (VA) will reimburse any individual or entity for the actual cost of a casket or an urn, purchased by the individual or entity for the burial in a national cemetery for an eligible veteran who died on or after January 10, 2014 for whom the VA:

- is unable to identify the veteran's next of kin and
- determines that sufficient resources are otherwise unavailable to furnish the casket or urn.

Any individual or entity should submit VA Form 40-10088 to request reimbursement for a casket or urn.

Payment:

Upon submission of an approved invoice, Clay County will pay the selected funeral home a flat fee established and approved by the Board of County Commissioners for disposition of an unclaimed decedent by cremation, which fee includes, in addition to the retrieval of the remains and cremation services, the funeral home's research for a legally authorized person, determination of any available resources or indigent status of the decedent, determination of veteran eligibility of the decedent, and notification of the state anatomical board of the remains, as well as any further disposition of the remains.

The funeral home shall submit within 30 days after provision of its services an invoice, Attachment (7), to the County setting forth the established rate by the funeral home for a cremation and the recognized approved flat fee for an UDDP cremation. Funeral homes may collect additional funds from or on behalf of a decedent's legally authorized person as long as the additional amount collected along with the County's payment does not exceed the funeral home's established rate for a cremation as set forth on the funeral home's General Price List. If additional funds have been collected from or on behalf of a decedent's legally authorized person, the invoice shall reflect the amount collected. If the UDDP is utilized and assets are later found, the County reserves the right to seek reimbursement for UDDP expenses.

The UDDP Coordinator will review the submitted invoice and validate such for payment to the funeral home for the disposition of the decedent. The County is only obligated to pay invoices that are received within 30 days after provision of service. Upon validation, the invoice will be submitted to the County Finance Department for payment to the funeral home, in accordance with County policies and the local government prompt pay act.

UNCLAIMED DECEDENT DISPOSITION PROGRAM APPLICATION
(To Be Completed By Applicant)

Applicant's Information (Next of Kin/Information)

Name of the Applicant _____ Application Date _____
Address of Applicant _____
Phone _____ Relationship to Deceased _____

Deceased Information

Name of Deceased _____ Social Security # _____
Date of Birth _____ Place of Birth (City/State) _____
Address _____
Male _____ Female _____ Race/Ethnicity _____
Date and Time of Death _____ Location of Death _____
Location of Remains _____
Physician _____ Cause of Death _____
Length of Residency _____ Occupation/Employer _____
Highest Education _____ Veteran of War? _____ Branch of Service _____
Marital Status _____ If Married, Spouse Name _____
Father's Name _____ Mother's Name _____
Father's Employer/Occupation _____
Mother's Employer/Occupation _____

The following financial information is used to determine if the County can intercept:

Deceased

Monthly Income _____ Source of Income _____
Any Bank Accounts -- *yes or no* Account Balance \$ _____ (include copies of 3 months of bank statements)
Name and location of Bank _____
If in a nursing home, how much in Medicaid does deceased have in personal spending account? \$ _____

Eligibility Criteria (circle *yes or no*)

- | | | | |
|------------------------------------|------------|-----------|--|
| 1. Receiving Veteran's Benefits | <i>yes</i> | <i>no</i> | (if yes, refer to funeral home) |
| 2. Victim of a Crime/Auto Accident | <i>yes</i> | <i>no</i> | (if yes, refer to Attorney General's Office) |
| 3. Clay County Resident | <i>yes</i> | <i>no</i> | |
| 4. Any Life Insurance | <i>yes</i> | <i>no</i> | |

Are you aware of any relative who could assume responsibility for the Deceased?

Yes _____ No _____ If yes, please provide the following information:

Name _____
Relationship to Deceased _____
Address _____
City _____ State _____ Zip _____
Phone _____

Applicant

Monthly Income _____ Source of Income _____
Any Bank Accounts – *yes or no* Account Balance \$ _____ (include copies of two months of bank statements)
Name and location of Bank _____

I do hereby certify that I, the closest locatable and consenting relative as ascertained by Clay County to date, have no funds for payment of cremation expenses or knowledge of assets on behalf of the deceased. Authorization is hereby given to Clay County for indigent cremation of the decedent. I am in agreement with and will abide by their terms and conditions regarding cremation.

Is the Applicant claiming Indigent as defined in FS. 406.49 (5): Yes _____ No _____

Additional Information (ie Harship): _____

Applicant Signature: _____

Date: _____

Print Name: _____

Date: _____

UNCLAIMED DECEDENT DISPOSITION PROGRAM ELIGIBILITY

(To be completed by Funeral Home)

1. Next of kin's name, address and telephone number:

Findings: Include persons you spoke with, their title, telephone number, address and date of contact(s).

2. Insurance Company's contacted: List Company name(s), contact person, and telephone contacted in search of coverage on deceased. If policy is found, list policy number, value, payable amount and beneficiary.

3. If deceased was in a nursing home (or had been recently), what were the findings when searching for assets (patient trust fund, other accounts, etc.)?

4. Veteran (dates served, service number, type of discharge, eligibility for Florida National Cemetery), Longshoreman, Railroad, Union member: benefits available.

Results of property search:

[illegible]

Signature _____

UNCLAIMED DECEDENT DISPOSITION PROGRAM CHECKLIST FOR APPLICANT

Information to determine eligibility is taken on the decedent and legally authorized person and/or applicant. If the decedent is under 18 years of age, then eligibility is taken on the parent(s) or legal guardian.

The following information is needed to determine eligibility under the Unclaimed Decedent Disposition Program.

1. ID (ex. Birth certificate, drivers license, picture ID, voter registration card, etc.)
2. Social Security card
3. Proof of income from the past three months (ex. Print-out sheet from unemployment compensation, print out showing wages for three months or three months of paycheck stubs, a statement from Social Security office if receiving SS benefits, W-2 statement, 3 months of paycheck stubs, or a letter verifying 3 months of income, or a wage form completed by the decedent's employer(s) if the decedent was employed, child support, alimony, pension benefits, etc.
4. Current lease, past three months' rent receipts, or a notarized statement verifying living arrangement. If the decedent owned property, then a legal description of the property is required. Ex: tax statement
5. Proof of checking and/or savings account, stocks and/or bonds and certificate of deposit, if applicable. (past three months)
6. Proof of life insurance, if applicable
7. If the decedent was in a nursing home, statement verifying date of admission and amount in patient trust account.
8. Family member or friend requesting services must show ID.



CLAY COUNTY FLORIDA

**Administrative and
Contractual Services Dept.**
P.O. Box 1366
477 Houston Street
4th Floor, Admin Building
Green Cove Springs, FL
32043-0367

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

County Manager
Stephanie Kopelousos

Commissioners:
Mike Cella
District 1

Wayne Bolla
District 2

Diane Hutchings
District 3

Buck Burney
District 4

Gayward Hendry
District 5

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

UNCLAIMED DECEDENT DISPOSITION PROGRAM AUTHORIZATION FOR RELEASE OF REMAINS

Upon the request on _____ day of _____, 20____, made by _____,
which is in possession of the unclaimed remains of _____,
and in reliance upon the representations in said request, the undersigned S.
C. Kopelousos, County Manager of Clay County, Florida, acting on behalf of
its Board of County Commissioners pursuant to its authority under Sections
406.49 through 406.61, Florida Statutes, does hereby authorize and direct
_____ Funeral Home, a funeral establishment
lawfully operating in the State of Florida under License No. _____,
to forthwith take possession of said remains.

S. C. Kopelousos, County Manager

Date

Attachment (4)

CLAY COUNTY, FLORIDA
UNCLAIMED DECEDENT DISPOSITION PROGRAM
APPLICATION FOR AUTHORIZATION TO CREMATE

The undersigned _____, as director of _____, a funeral establishment lawfully operating in the State of Florida under License No. _____, (the Applicant) hereby makes application to the Board of County Commissioners of Clay County, Florida, for authorization to cremate the remains of _____ (the Deceased), saying under oath:

1. The Deceased died in Clay County, Florida, on the ____ day of ____, 20__, as evidenced by the copy of the death certificate attached hereto.
2. The Applicant is currently in lawful possession of the remains of a human which, after making a reasonable effort, it has determined to be those of the Deceased.
3. The Applicant, after making a reasonable effort, has been unable to locate or make contact with any relative of the Deceased or legally authorized person, as defined in Section 406.49(6) or 497.005(39), Florida Statutes, to claim the remains of the Deceased or to authorize their proper disposition.
4. The Applicant, after making a reasonable effort, has been unable to identify any resources that might be available to pay the cost of cremating the remains of the Deceased.
5. The Applicant, after making a reasonable effort, has determined that at the time of death the Deceased was indigent within the meaning of Section 406.49(5), Florida Statutes.
6. The Applicant, after making a reasonable effort, has been unable to identify any written *inter vivos* directions by the Deceased for the disposition of his or her remains.
7. The Applicant, after making a reasonable effort, has determined that the Deceased is not entitled to burial in a national cemetery as a veteran of the armed forces, where "a reasonable effort" includes contacting the Clay County Veterans Service Office or regional office of the United States Department of Veterans Affairs.
8. [Check the applicable box below]
 - ☐ The Applicant has notified the state anatomical board regarding its possession of the remains of the Deceased as required under Section 406.50, Florida Statutes, and said board has declined to accept the remains, as evidenced by the copy of the attached communication therefrom.
 - ☐ The Applicant did not notify the state anatomical board regarding its possession of the remains of the Deceased because the same was not required under Sections 406.50 and 406.53, Florida Statutes.

Signature of Funeral Director

Date

STATE OF FLORIDA)
) ss.
COUNTY OF CLAY)

THE FOREGOING APPLICATION was sworn to and subscribed before me this ____ day of _____, 20__, by _____ . Such person: (notary must check applicable box)

- ☐ is personally known to me.
- ☐ produced a current Florida driver's license as identification.
- ☐ produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary
Name of Notary _____
Commission Number: _____
My Commission Expires: _____

Attachment (5)



CLAY COUNTY FLORIDA

**Administrative and
Contractual Services Dept.**
P.O. Box 1366
477 Houston Street
4th Floor, Admin Building
Green Cove Springs, FL
32043-0367

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

County Manager
Stephanie C. Kopelousos

Commissioners:
Mike Cella
District 1

Wayne Bolla
District 2

Diane Hutchings
District 3

Buck Burney
District 4

Gayward Hendry
District 5

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

www.claycountyfla.gov

AUTHORIZATION FOR UNCLAIMED CREMATION (UDDP)

Upon the Application Regarding an Unclaimed Decedent dated the _____
day of _____, 20____, made by _____,
which is in possession of the unclaimed remains of _____,
and in reliance upon the representations in said Application, the undersigned S. C.
Kopelousos, County Manager of Clay County, Florida, acting on behalf of its Board
of County Commissioners pursuant to its authority under Sections 406.50 through
406.61, Florida Statutes, does hereby authorize and direct _____
_____, a funeral establishment lawfully operating in the State of Florida under
License No. _____, in possession of said remains, to
proceed with cremation of the remains.

S. C. Kopelousos, County Manager

Date

Funeral Home Name
Address

Date:

Veterans Service Office
PO Box 1366
Green Cove Springs, FL 32043

RE: UNCLAIMED DECEDENT DISPOSTION PROGRAM

Deceased Name:

Deceased Address:

Date of Death:

Place of Death:

To Whom It May Concern:

After a thorough investigation of the above name deceased, we are unable to locate available funds. We are requesting assistance for the disposition of the deceased. Enclosed you will find a copy of the Statement of Funeral Goods and Services Selected provided by our facility.

Sincerely,

Enclosure: Statement



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: BCC

DATE:

FROM: James Householder

SUBJECT: Approval of First Renewal of Contract #14/15-153 for Professional Architectural Continuing Services with Bhide & Hall Architects for a period of one year. Funding Source: Various Departments (General Fund - Professional Services) (James Householder)

AGENDA ITEM TYPE:

ATTACHMENTS:

Description

▢ [Agreement](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|----------------|-----------------------|----------|---------------------|----------|
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 2:41 PM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 2:41 PM | |

AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

DATE: 10 August 2017
 Staff Member Preparing Form: James Householder
 Department Submitting Contract: Facilities Management Office
 Vendor Name: Bhide & Hall Architects, P.A.
 Contract Title: First Renewal of Agreement 14/15-153 Professional Architectural Continuing Services

SUMMARY (TO BE COMPLETED BY DEPARTMENT)

| | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 1. New Contract - <u>Renewal</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. <u>Renewal</u> Amend./Supplement | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Sole Source *(explain) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Quotes/bid policy met | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Need to waive bid policy | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Automatic renewal | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Standard Addendum Executed | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Advance Payment Required | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Contract Amount (*Detail negotiation efforts below) Per fee schedule | | |
| 10. Previous Price (*If increase explain below) same as above | | |
| 11. Date of Original Contract 11 August 2015 | | |
| 12. Number of Renewals Two one year renewals | | |
| 13. Length of Term 12 months from date of approval | | |
| 14. Price Negotiation Efforts: | | |

Requested Action: (Please type below)

Approval of First Renewal of Agreement 14/15-153 #14/15-153.

Background/Purpose: (Please type below)

Agreement 14/15 - 153 was entered into on 11 August 2015, the term was for two years with the option to extend for two one year periods for the purpose of providing architectural services to the County.

Approvals

Purchasing: 22
 Review Date: 8-10-17
 No Changes ☐ With Changes ☒

Budget: 22
 Review Date: 8/10/17
 No Changes ☒ With Changes ☒

Finance: 22
 Review Date: 8/10/17
 No Changes ☒ With Changes ☐

County Attorney: 22
 Review Date: 8-10-17
 No Changes ☒ With Changes ☐

Recommended Changes: (Please type below)

*See comment on First page. *The attached Exhibit A is not the Board approved version of Agreement #14/15-153. *Is this being reinstated as it expires 8/11/17? *Standard Addendum should be completed.

*Sole Source Explanation: (Please type below)

Except for Dean's recommendation
 CLAY COUNTY BOARD OF SUPERVISORS
 2017 AUG 10 P 12:29

FORM REVISED: 07/13/2017

RECEIVED
 PURCHASING DIVISION

FIRST RENEWAL OF AGREEMENT NO. 14/15 – 153
PROFESSIONAL ARCHITECTURAL CONTINUING SERVICES AGREEMENT CLAY
COUNTY, FLORIDA

This First Renewal of Agreement No. 14/15-153 is entered into this ____ day of _____, 2017, by and between the Board of County Commissioners of Clay County, Florida (the “COUNTY”), whose address is 477 Houston Street, Green Cove Springs, FL 32043, and Bhide & Hall Architects, P.A., (the “CONSULTANT or ARCHITECT”), whose address is 1329 Kingsley Avenue, Suite C, Orange Park, FL 32073.

RECITALS

WHEREAS, the parties have previously entered into an Agreement dated August 11, 2015, designated by the COUNTY as Agreement No. 14/15-153, (the “Agreement”), a copy of which, is attached hereto as Exhibit A and incorporated herein, whereby the ARCHITECT agreed to provide to the COUNTY certain professional services as specified in the Agreement; and

WHEREAS, the COUNTY’S Standard Addendum to all Contracts and Agreements is attached hereto as Exhibit B and incorporated herein; and

WHEREAS, the Scrutinized Companies Certification is attached hereto as Exhibit C and incorporated herein; and

WHEREAS, the term of the Agreement was for a period of 24 months commencing on the date of authorization of the Agreement by the COUNTY with the option of two one year renewals upon mutual agreement of the parties; and

WHEREAS, the parties hereto desire to execute this First Renewal to the Agreement for the additional (1) one year period.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is renewed for an additional (12) twelve month period commencing on August 11, 2017 and continuing through August 10, 2018.

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

IN WITNESS WHEREOF, the parties have set there hand and seals this day and year first written above.

Bhide & Hall Architects, P. A
1329 Kingsley Avenue
Suite C
Orange Park, FL 32073

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

By: _____

By: _____

Print: Wayne Bolla
Chairman

ATTEST FOR CLAY COUNTY:

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

Clay County Agreement/Contract No. 14/15- 153

**PROFESSIONAL ARCHITECTURAL CONTINUING SERVICES AGREEMENT
CLAY COUNTY, FLORIDA**

This Agreement is entered into this 11th day of August, 2015 between Clay County, A Political Subdivision of the STATE OF FLORIDA (hereinafter referred to as the "COUNTY"), by and through its Board of County Commissioners (hereinafter referred to as the "Board"), and Bhide & Hall Architects, P.A., (hereinafter referred to as the "CONSULTANT or ARCHITECT"), whose address is 1329 Kingsley Avenue, Suite C, Orange Park, FL 32073.

WHEREAS, the COUNTY has determined that it is necessary, expedient, and in its best interest to retain the ARCHITECT to perform continuing Architectural Services for the COUNTY as further described in the attached EXHIBIT 1; and

WHEREAS, the COUNTY evaluated and ranked the qualifications submitted in accordance with Section 287.055, Florida Statutes; and

WHEREAS, the Board approved the ranking for the Request for Qualifications (RFQ) #14/15-19 on May 26, 2015; and

WHEREAS, the CONSULTANT is licensed and qualified to provide professional services in various fields of Architectural Services including but not limited to fire rescue facilities and other County buildings; and

WHEREAS, this Agreement is subject to that certain Standard Addendum, affixed hereto as EXHIBIT 2 and made a part hereof; and

WHEREAS, a Truth-in-Negotiation Certificate executed on behalf of the ARCHITECT is affixed hereto as EXHIBIT 3 and made a part hereof; and

WHEREAS, the COUNTY desires to engage the ARCHITECT to provide continuing Architectural Services for a period of 24 months with the option of two one year extensions from the execution of this Agreement, of which services may consist of, but not limited to, on-going renovations or remodeling, new design of facilities, electrical, HVAC, other architectural related services as needed, and construction phase services; and

WHEREAS, the ARCHITECT is desirous of obtaining such engagement, has reviewed the professional services required pursuant to this Agreement and is qualified to complete the said professional services pursuant to this Agreement and is willing and able to provide and perform all such services in accordance with its terms; and

WHEREAS, projects assigned under this Agreement will be valid when issued via Work Order from the County Manager, accompanied by a scope of work, and a Lump Sum or Not-To-Exceed fee based on the rates found in EXHIBIT 4 attached hereto and made a part hereof; and

WHEREAS, while it is the intent of the COUNTY to utilize the services of the ARCHITECT, the award of this Agreement does not guarantee the award of a specific amount of work or Work Orders to be issued; and

WHEREAS, it is the intent of the COUNTY to negotiate with its first and second ranked Architects of RFQ #14/15-19 in the order they were ranked. If the first ranked firm declines a project, then the COUNTY will seek the services of the second ranked firm for said project; and

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

I. DESCRIPTION OF THE PROJECT

Projects shall consist of on-going architectural and related services, including conceptual designs and studies of any County owned facility's needs, as outlined in the Request for Qualifications No. 14/15-19, and any Work Order issued hereunder along with all other details necessary to give effect to the manifest intent set forth in the scope of services found in RFQ No. 14/15-19 which is on file at the Clay County Department of Purchasing.

II. TERM OF AGREEMENT

The term of this Agreement shall be for a period of 24 months commencing on the date of authorization of this Agreement by the Board with the option of two one year renewals upon mutual agreement of the parties. All work shall be performed as directed by the COUNTY. Such direction shall only be valid, effective, and binding on the COUNTY and the ARCHITECT when issued in writing by the County designated representative. The COUNTY specifically reserves the right to increase or decrease any or all of the authorized tasks. The ARCHITECT further agrees to provide additional services that the COUNTY may desire, and which shall be mutually negotiated regarding scope, timing, and fees, and described by written amendments to this Agreement.

The timely performance and completion of the Architectural services is vitally important to the interest of the COUNTY. The ARCHITECT shall assign such project personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the ARCHITECT to perform the services of this Agreement shall comply with the

information presented in this Agreement and any Work Order subsequently issued. The ARCHITECT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks.

- A. Specific Work Order Assignments to be performed by the ARCHITECT shall be assigned by the County Manager who shall first notify the ARCHITECT of the work to be conducted. The ARCHITECT shall prepare a work scope, time schedule, and budget based on the hourly rates reflected in the EXHIBIT 4 hourly rate schedule, attached hereto and incorporated herein, for performance of the work and discussed Work Order Assignment. When the work scope, time schedule, and budget are mutually agreeable, a Work Order shall be issued by the County Manager to the ARCHITECT in the format of EXHIBIT 5, Example Work Order Assignment, attached hereto and incorporated herein. The Work Order Assignment shall be executed for the COUNTY by the County Manager and thereafter shall become a part of this Agreement between the parties.
- B. The ARCHITECT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in the subsequent Work Order Assignments, subject only to delays caused through no fault of the ARCHITECT or the COUNTY. Time is of the essence in the performance of this Agreement and its subsequent Work Order Assignments.
- C. The ARCHITECT agrees to provide to the County Representative monthly written progress reports concerning the status of any specific project assigned. Written progress reports will also accompany each invoice which may be submitted once per month. The County Representative may determine the format for this progress report. The COUNTY shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the ARCHITECT.

III. STATEMENT OF ARCHITECTURAL SERVICES

The professional architectural services to be provided by the ARCHITECT or under the COUNTY'S authorization shall include those services as described in the Request for Qualifications No. 14/15-19, and any Work Order issued hereunder along with all other details necessary to give effect to the manifest intent set forth in the scope of services found in RFQ No. 14/15-19 which is on file at the Clay County Department of Purchasing.

The ARCHITECT is responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the ARCHITECT. The ARCHITECT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its reports and other services.

Except with respect to those services specifically identified elsewhere in this Agreement to be provided by third parties, the ARCHITECT covenants that the services provided by it under this Agreement will be rendered solely and directly by members of its staff working under the direct supervision of the ARCHITECT'S assigned project team. Except with respect to those services specifically identified elsewhere in this Agreement to be provided by third parties, the ARCHITECT further covenants that it will not subcontract or otherwise outsource any of the work of the project to a third party without the express, prior and written consent of the COUNTY, which consent may be withheld for any or no reason in the sole discretion of the COUNTY. In addition to any other remedies that may be available to the COUNTY for breach of the foregoing covenant, the ARCHITECT shall be liable to the COUNTY for a sum equal to the value of the services subcontracted or outsourced, and the COUNTY shall have the right to deduct the same from any partial or final payment due to the ARCHITECT under this Agreement.

IV. GENERAL PROVISIONS

Work Progress Reports

The ARCHITECT shall meet with the COUNTY periodically during the project to provide informal status reports and to discuss project requirements. Written status reports shall be delivered to the COUNTY on a monthly basis and concurrently with monthly invoices.

Electronic Files

All electronic files submitted to the COUNTY by the ARCHITECT shall be in an approved format acceptable to the County Representative.

Headings

Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

V. SCHEDULES AND TIME CONSTRAINTS

The total time allowed for completing the Architectural services required under this Agreement will be determined by each Work Order. Time is of the essence for the completion of the assigned project(s). Therefore, the ARCHITECT must submit a project schedule to the COUNTY as requested. The project schedule must detail the events and pertinent time frames necessary to complete the project(s).

VI. PLANS AND DOCUMENT OWNERSHIP

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this

project, other than working papers, specifically prepared or developed by the ARCHITECT under this Agreement shall be the property of the ARCHITECT until the ARCHITECT has been paid for providing and performing the services and work required to produce such documents whereupon they shall become the sole property of the COUNTY. Upon completion or termination of this Agreement all of the above documents, to the extent requested (in writing if by termination) by the COUNTY, shall be delivered by the ARCHITECT to the COUNTY within seven (7) calendar days of the COUNTY making such a request. In the event the COUNTY gives the ARCHITECT a written Notice of Termination of all or part of the services or work required the ARCHITECT shall deliver to the COUNTY the requested documents as set forth hereinabove, with the mutual understanding and commitment by the COUNTY that compensation earned or owing to the ARCHITECT for services or work provided or performed by the ARCHITECT prior to the effective date of any such termination will be paid to the ARCHITECT within forty-five (45) days of the date of issuance of the Notice of Termination or the receipt by the COUNTY of a proper invoice, whichever is the latter. The ARCHITECT shall not, and agrees not to use any of these documents, data and information contained therein on any other project or for any other client without prior expressed written permission of the COUNTY. Notwithstanding any other provision of this Agreement, any reuse of documents or materials without written verification or adaptation by the ARCHITECT for the specific purpose intended will be at the COUNTY'S sole risk and without liability or legal exposure to the ARCHITECT or to the ARCHITECT'S independent professional associates, subcontractors, and consultants. Any such verification or adaptation will entitle the ARCHITECT to further compensation at rates to be agreed upon by the ARCHITECT and the COUNTY. In addition, the entire ARCHITECT'S pre-existing or proprietary information, documents, materials, computer programs, or software developed by the ARCHITECT outside of this Agreement shall remain the exclusive property of the ARCHITECT.

VII. LIABILITY OF ARCHITECT

Pursuant to Section 725.08 (1) Florida Statutes, the ARCHITECT (or other design professional) shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ARCHITECT and other persons employed or utilized by the ARCHITECT in the performance of this Agreement. This provision shall survive the termination or expiration of this Agreement.

VIII. RESPONSIBILITIES OF THE ARCHITECT

If the ARCHITECT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

The ARCHITECT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the ARCHITECT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person,

company, corporation, individual, or firm other than a bona fide employee working solely for the ARCHITECT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

The ARCHITECT covenants and agrees that it and its employees shall be bound by the Standards of Conduct of Section 112.313, Florida Statutes, as it relates to work performed under this Agreement. The ARCHITECT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

The ARCHITECT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

The ARCHITECT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the ARCHITECT'S offices for the purpose of inspection, audit, and copying during normal business hours by the COUNTY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services or through the conclusion of any litigation between the parties concerning this Agreement or any work performed hereunder, whichever is later. The ARCHITECT is required to make this provision a part of any subcontract entered into for the purposes of performance under this Agreement.

IX. OBLIGATIONS OF THE COUNTY

The County Representative is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the County Representative. The responsibility of the County Representative shall include:

- A. Transmission of instructions, receipt of information, interpretation and definition of COUNTY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- B. Review for approval or rejection all of the ARCHITECT'S documents and payment requests.

The COUNTY shall, upon request, furnish the ARCHITECT with all available data, plans, studies and other information in the COUNTY'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the COUNTY and shall be returned to the County Representative upon completion of the services to be performed by the ARCHITECT.

The County Representative shall conduct periodic reviews of the work of the ARCHITECT necessary for the completion of the ARCHITECT'S services during the period of this Agreement, and may make other COUNTY personnel available where required and necessary to assist the ARCHITECT. The availability and necessity of said personnel to assist the ARCHITECT shall be determined solely within the discretion of the COUNTY. The COUNTY'S technical obligations to this Project, if any, will be stated in any Work Order Assignment issued.

The COUNTY shall not provide any services to the ARCHITECT in connection with any claim brought on behalf of or against the ARCHITECT or the COUNTY.

X. COMPENSATION AND METHOD OF PAYMENT

Total compensation for COUNTY projects to be paid by the COUNTY to the ARCHITECT for all services, materials, supplies and other items or requirements necessary to complete the services as described herein, including sub consultant services shall be based on the amount of work performed as provided for in the negotiated Not-To-Exceed or Lump Sum Work Order issued by the County Manager. The mutually agreed upon Not-To-Exceed or Lump Sum Work Order price will be based on the rates found in the attached fee schedule labeled EXHIBIT 4. All invoices submitted must substantiate, to the County Representative's satisfaction, the amount of completed work being invoiced. Such invoices shall be prepared by the ARCHITECT and accompanied by the COUNTY'S certificate of partial or certificate of final payment (whichever is appropriate), a service documentation invoice, and any supporting data as may be required by the County Representative. Invoices may be payable via partial payments and the ARCHITECT may submit no more than one invoice statement to the COUNTY each calendar month covering services rendered during the invoiced time frame. All payments will be made in accordance with the provisions of the Local Government Prompt Payment Act.

The fee schedule identified as EXHIBIT 4 herein is inclusive with regard to travel, mailing, copying, office space, reporting, meeting, overtime, and man-hours unless otherwise specifically provided for in the attached Standard Addendum To All Contracts and Agreements attached hereto as EXHIBIT 2.

The ARCHITECT acknowledges and agrees that the COUNTY through this Agreement guarantees no minimum level of work or fees.

The signature of the ARCHITECT on any invoice submittal shall constitute the ARCHITECT'S certification to the COUNTY that (a) the ARCHITECT has billed the COUNTY for all services rendered by it and any of the ARCHITECT'S consultants and subcontractors through the date of the invoice; (b) as of the date of the invoice, no other outstanding amounts are due from the COUNTY to the ARCHITECT for services rendered; (c) the services listed in the invoice have progressed to the level indicated and have been performed as required by the specific Work Order issued; (d) that the reimbursable expenses, if any, have been reasonably incurred; and, (e) that the amount requested is currently due and owing.

By acceptance of the COUNTY'S payment of an invoiced amount, the ARCHITECT releases the COUNTY from any and all claims by the ARCHITECT and by the ARCHITECT'S consultants and subcontractors for work performed but not invoiced during the period for which payment was received.

The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an appropriation by the Board.

XI. PERTINENT REFERENCE MATERIAL

The COUNTY will make available to the ARCHITECT for review full information regarding the requirements of the project as reasonably requested by the ARCHITECT. The information availability requirements will in no way obligate the COUNTY to reproduce and/or create requested data. However, the COUNTY will allow the use of space at its location for review of information at its disposal.

XII. PUBLIC RECORDS LAW

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

under this Agreement or Contract and that the Public Records Laws control over any contrary terms in this Agreement or Contract. In accordance with the requirements of Section 119.0701, Florida Statutes, the CONTRACTOR covenants to comply with Public Records Laws, and in particular to:

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

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

XIII. PROJECT BIDDING

The Architect shall bear the administrative and financial responsibility for the preparation, distribution, advertising as described in the bidding procedures, and any required addendum(s) with relation to obtaining bid proposals for these projects.

The prepared bid proposals shall consist of the County's standard bid solicitation forms in addition to any other forms, clauses, plans, or specifications mutually deemed necessary by both parties. The bidding procedure must comply with the County's standard bidding process. The County's standard bidding procedures shall be made available to the Architect along with one set of the required forms, bidders list, and bid numbers.

In addition to the above the Architect shall be responsible for;

- (a) bid solicitation mailings;
- (b) fee exempt plans to pertinent utility agencies;
- (c) the distribution of construction plans with regard to the bidders;

- (d) responding to questions regarding the Architectural aspect of the project design or bidding requirements; and
- (e) assisting the County in its bid tabulation review.

XIV. COUNTY REPRESENTATIVE

The County Representative, or his/her designated representative, shall have final decision authority on behalf of the COUNTY for all aspects of the project(s), including general direction, review, and approval of the services provided.

XV. INSURANCE

The ARCHITECT shall maintain insurance coverage as specified in RFQ No. 14/15-19, which said RFQ No. 14/15-19 is incorporated by reference and made a part hereof. An insurance certificate consistent with the provisions of RFQ No. 14/15-19 shall be provided to the COUNTY prior to the issuance of the Notice to Proceed and commencement of any Work Order Assignments. Should the ARCHITECT receive a notice from the insurer that the coverage has been altered, terminated or non-renewed, for the insurance identified in the certificate or any other certificate subsequently provided to the COUNTY, the ARCHITECT shall promptly provide a copy thereof to the County Representative and show such alternative insurance coverage from an insurer acceptable to the County Representative conforming to the minimum requirements of RFQ No. 14/15-19, and provide proof thereof to the County Representative by appropriate certificate issued by the insurer.

XVI. MAINTENANCE AND ACCESS OF RECORDS

The COUNTY shall have access to all records pertaining to this project during the term of the Agreement and for three years following Agreement completion, or through the conclusion of any litigation between the parties concerning this Agreement or any work performed hereunder, whichever is later. The ARCHITECT is required to make this provision a part of any subcontract entered into for the purposes of performance under this Agreement.

XVII. TERMINATION

The COUNTY shall have the right at any time upon thirty (30) calendar days written notice to the ARCHITECT to terminate the services of the ARCHITECT and, in that event, the ARCHITECT shall cease work and shall deliver to the COUNTY all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the ARCHITECT in connection with its services. The COUNTY shall, upon receipt of the aforesaid documents, pay to the ARCHITECT and the ARCHITECT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Work Authorizations, plus (2) the percentage of

the work completed in any commenced but uncompleted task, less (3) all previous payments.

In the event that the ARCHITECT has abandoned performance under this Agreement, then the COUNTY may terminate this Agreement upon three (3) calendar days written notice to the ARCHITECT indicating its intention to do so. The written notice shall state the evidence indicating the ARCHITECT'S abandonment. The ARCHITECT shall remain liable to the COUNTY for any and all damages to the COUNTY arising out of such default.

The COUNTY reserves the right to terminate and cancel this Agreement in the event the ARCHITECT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of the ARCHITECT'S creditors.

XVIII. CHOICE OF LAW/FORUM

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

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, obligations, or liabilities of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claim, 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.

XIX. SEVERABILITY

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

XX. PERFORMANCE EVALUATION

A work performance evaluation will be conducted periodically at the completion of each assigned project.

XXI. GENERAL CONDITION

This Agreement constitutes the entire agreement between the COUNTY and the ARCHITECT and supersedes all prior written or oral understandings between the parties.

This Agreement may only be amended, supplemented, or modified by a written instrument signed by authorized representatives of each party.

Any reference to a specific provision of the Florida Statutes in this Agreement shall mean that said provision shall by reference be made a part of this Agreement as though set forth in full herein.

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


ARCHITECT: Bhide & Hall Architects, P.A.

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

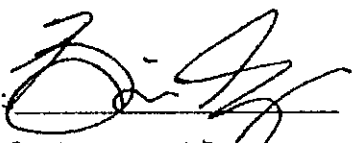


BY: ROBERT McVEIGH
[print name]

Its PRESIDENT

BY: 
Diane Hutchings
Its Chairman

ATTEST:


SENIOR VICE PRESIDENT/SECRETARY
BHIDE AND HALL ARCHITECTS

ATTEST:

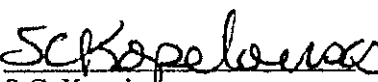

S.C. Kopeloutsos,
County Manager

EXHIBIT 1

General Scope of Services for Continuing Architectural Services

General Scope Statement

Clay County is seeking to obtain the services of one or more Architect Firm(s) to perform on a continuing basis, i.e. two (2) year term with an option of two (2) one year extensions. The Architect shall provide and perform the following professional services which shall constitute the general scope of services under the covenants, terms, and provisions of this request for qualifications. The continuing contract(s) will be used for general architectural design services for the County and will cover all aspects of project design for all future County buildings or renovations to existing buildings. Anticipated services required but not limited to: projects, studies and master planning, design services, plan updates, and preparation and distribution of bid/contract documents. Individual projects assigned by work order will be miscellaneous in scope, of varied size and complexity as required by Clay County. The successful firm will be required to have the ability to take these projects from initial identification through the completion of construction.

Project Scope of Work

The selected Architect(s) will be required to provide professional architectural and consulting services to be specified more fully in a continuing contract agreement to be negotiated after selection. For each individual project, the exact scope of work and fee will be issued and described by Work Order. It shall be understood, prior to the authorization of any project, the Architect will prepare a detailed scope of work, consulting fee, and project schedule for the County's consideration. A work performance evaluation will be conducted periodically and at the completion of each various project.

Work projects may involve one or more of the following: Electrical Design and Evaluation, Architectural Design and Evaluation, HVAC Design and Evaluation, HVAC Modifications, Energy Conservation Evaluation, Planning, Permitting, Financial Reports and Miscellaneous Studies, Other Remodel or New Projects as needed.

Anticipated Specific Projects Include:

Fire Rescue Facility in Keystone Heights

Two truck fire station bay at an existing fire station in Green Cove Spring

Updating for Build out and Renovations to the Clay County Court House

EXHIBIT 2

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

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

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

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

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

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

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

6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem

expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.

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

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

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


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

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


COUNTY:

ATTEST FOR CLAY COUNTY:

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



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

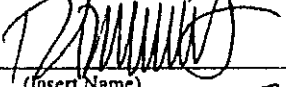
By: 

Diane Hutchings
Its Chairman

(Corporate Seal)

CONSULTANT:

Bhide & Hall Architects, P.A.

By: 

(Insert Name)
ROBERT McVEIGH, PRESIDENT

Its _____ President

EXHIBIT 3

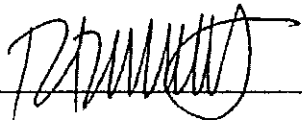
Truth-in-Negotiation Certification

PROFESSIONAL ARCHITECTURAL CONTINUING SERVICES AGREEMENT CLAY COUNTY, FLORIDA

In compliance with Section 287.055(5)(a), Florida Statutes, Bhide & Hall Architects, P.A., a Florida Corporation (the ARCHITECT), hereby certifies, covenants and warrants that all wage rates and other factual unit costs supporting the compensation payable by Clay County, a political subdivision of the State of Florida (the COUNTY), to the ARCHITECT under the Professional Architectural Continuing Services Agreement for Architectural Services, as set forth in EXHIBIT 4 to the Agreement, are accurate, complete, and current at the time of negotiating and entering into the Agreement, and that any other factual units costs that may be furnished to the COUNTY in the future to support any additional compensation that may be authorized under the Agreement will also be accurate and complete. The ARCHITECT agrees that the compensation originally specified in the Agreement and any additional compensation that may be authorized in the future shall be adjusted to exclude any significant sums by which the COUNTY determines such compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARCHITECT:

Bhide & Hall Architects, P.A.
(Corporate Seal)

By: 

[Print Name] ROBERT McVEIGH
Its President

ATTEST for the ARCHITECT:



[Print Name] BRIAN SAWYER
Its Secretary

EXHIBIT 4

HOURLY FEE SCHEDULE

Bhide & Hall Architects, P.A.

BHIDE & HALL ARCHITECTS, P.A.

License #AAC000569

**Bhide & Hall Architects, P.A.
Hourly Rate**

The Standard Hourly Rate includes overhead and profit. Our rates are as follows:

Standard Hourly Rates

| | |
|-------------------|-------|
| Principal | \$150 |
| Senior Architect | \$120 |
| Project Architect | \$100 |
| Project Manager | \$ 85 |
| Technician | \$ 65 |
| Secretarial | \$ 45 |

Reimbursables:

Reimbursable expenses shall include, courier fees, postage and express delivery. These fees will be invoiced at actual cost. In the event travel is required at the owner request, the Architect will invoice these expenses reasonably incurred.

Powell & Hinkle Engineering, P.A.

Ph: 904.264.5570 | Fx: 904.278.2646

1409 Kingsley Avenue Bldg. 12A | Orange Park, FL 32073 5557



July 16, 2015

Robert McVeigh, Architect, LEED® AP
Bhide & Hall Architects, P.A.
1329-C Kingsley Ave.
Orange Park, FL 32073

Re: Current Hourly Rates

Dear Bob;

Our current hourly rates are as follows:

| | | | |
|--------------------------|-----------|------------------|----------|
| Principal Engineers | \$160.00 | Senior Designers | \$ 85.00 |
| Sr. Reg. Prof. Engineers | \$135.00 | Designers | \$ 65.00 |
| Project Managers | \$110.00 | CAD Operators | \$ 65.00 |
| Reg. Prof. Engineers | \$ 100.00 | Clerical | \$ 45.00 |
| Engineers (EIT) | \$ 90.00 | | |

I have reviewed the Clay County Amendments and we do not see a problem in accepting them for the Clay County continuing contract.

Respectfully,

Robert L. Hinkle, P.E.
Principal Engineer

G.M. Hill Engineering, Inc.
Wage Rate

Hourly Fee Schedule:

The rates are for the following employees expected to work on this contract.

| Employee | Unloaded Hourly Rate | Overhead (%) | Overhead | Profit (%) | Rate |
|---|-------------------------|-----------------|----------|------------|----------|
| Principal/Senior Structural Engineer | \$62.30 | 150% | \$155.75 | 10% | \$171.33 |
| Senior Structural Engineer | \$56.05 | 150% | \$140.13 | 10% | \$154.14 |
| Registered Structural Engineer | \$48.60 | 150% | \$121.50 | 10% | \$133.65 |
| Structural Intern | \$39.60 | 150% | \$99.00 | 10% | \$108.90 |
| Senior Structural Technician | \$26.40 | 150% | \$66.00 | 10% | \$72.60 |

| | |
|-------------------|----------|
| Hourly Rate: | 100.00 |
| General Overhead: | 150.00 |
| Sub-total: | 250.00 |
| Profit | (10.00%) |

G.M. HILL
ENGINEERING, INC.

INSTITUTIONAL · RESIDENTIAL · COMMERCIAL · FEDERAL
A Certified 8(a), WOSB, SDB and MBE Company

| | |
|-----------------------|-------------------------|
| P: (904) 280-8244 | 9540 Sunbeam Center Dr. |
| F: (904) 503-4627 | Suite 1 |
| gmhillengineering.com | Jacksonville, FL 32257 |

HOURLY FEE SCHEDULE
MICHELE M. AGEE, P.E., P.A.

| Classification | Unloaded \$/hr | Overhead % | Profit % | Rate \$ |
|-----------------|-------------------|---------------|-------------|------------|
| Principal | 57.00 | 130.00 | 10.00 | 144.21 |
| Designer | 33.50 | 130.00 | 10.00 | 84.76 |
| Cadd Technician | 25.00 | 130.00 | 10.00 | 63.25 |
| Clerical | 12.00 | 130.00 | 10.00 | 30.36 |

EXHIBIT 5

WORK ORDER ASSIGNMENT NO. _____
CONTRACT/AGREEMENT NO. XX/XX-XXX

Page X of X

TO: VENDOR NAME
VENDOR ADDRESS

FROM: Clay County Department of
P.O. Box 1366
Green Cove Springs, Florida 32043

EXHIBIT A: BASE AUTHORIZATION I.D.
EXHIBIT B: SCOPE OF WORK
EXHIBIT C: HOURLY RATE SCHEDULE
EXHIBIT D: PROJECT SCHEDULE
EXHIBIT E: FEE SUMMARY

FEE TYPE: HOURLY NOT TO EXCEED = \$ _____
FEE SCHEDULED BASED LUMP SUM = \$ _____

Project Summary Table

| <u>NTP Date</u> | <u>Number</u> | <u>Description</u> | <u>Fees</u> |
|-----------------|---------------|--------------------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

VENDOR NAME HERE

CLAY COUNTY

By: _____

By: _____
S.C. Kopelousos, County Manager

Date: _____

Date: _____

EXHIBIT 5 (CONTINUED)

Page X of X

EXHIBIT-A

BASE AUTHORIZATION I.D.

Base Authorization: Contract/Agreement No. XX/XX-XXX

Contract/Agreement No. XX/XX-XXX is included herein by reference and made a part hereof.

EXHIBIT 5(CONTINUED)

EXHIBIT-B
SCOPE OF WORK
"ATTACH HERE"

EXHIBIT 5 (CONTINUED)

EXHIBIT-C
HOURLY RATE SCHEDULE
"ATTACH HERE"

EXHIBIT 5 (CONTINUED)

EXHIBIT-D

PROJECT SCHEDULE

“ATTACH HERE”

EXHIBIT 5 (CONTINUED)

EXHIBIT-E

FEE SUMMARY

"ATTACH HERE"

EXHIBIT B
STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS

[General]

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

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

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

Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

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

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

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

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

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

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

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

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

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

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

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

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum

payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

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

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

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

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

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

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

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

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

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

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

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

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

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

(i) is found to have submitted a false Certification;

(ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,

(iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

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

(i) is found to have submitted a false Certification;

(ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;

(iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,

(iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

[The remainder of this page is intentionally blank.]

ATTEST FOR CLAY COUNTY:

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

(Corporate Seal)

County:

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

By: _____
Wayne Bolla
Its Chairman

Contractor Name:

Bhide & Hall Architects, P.A.

By: _____

Printed Name: _____

Title: _____

EXHIBIT C

Scrutinized Companies Certification

[Clay County: PROFESSIONAL ARCHITECTURAL CONTINUING SERVICES AGREEMENT]

Name of Company:¹ BHIDE & HALL ARCHITECTS, P.A.

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:

BHIDE & HALL ARCHITECTS, P.A.

(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, August 15 3:00 PM

TO: BCC

DATE:

FROM: James Householder

SUBJECT: Approval of First Renewal of Contract #14/15-154 for Professional Architectural Continuing Services with Dasher Hurst Architects for a period of one year. Funding Source: Various Departments (General Fund - Professional Services) (James Householder)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

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

Funding Source: Various Departments

Sole Source (Yes/No):
No

Advanced Payment (Yes/No):
No

ATTACHMENTS:

Description

▯ [Agreement](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|----------------|-----------------------|----------|---------------------|----------|
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 2:41 PM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 2:42 PM | |

| AGREEMENT/CONTRACT REVIEW FORM | | MEETING DATE |
|--|---|--|
| DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED | | |
| DATE: | 10 August 2017 | |
| Staff Member Preparing Form: | James Householder | |
| Department Submitting Contract: | Facilities Management Office | |
| Vendor Name: | Dasher Hurst Architects | |
| Contract Title: | First Renewal of Agreement 14/15-154 Professional Architectural Continuing Services | |
| SUMMARY (TO BE COMPLETED BY DEPARTMENT) | | |
| | Yes | No |
| 1. New Contract - <i>Renewal</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. <i>Renewal</i> Amend./Supplement | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Sole Source *(explain) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Quotes/bid policy met | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Need to waive bid policy | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Automatic renewal | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Standard Addendum Executed | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Advance Payment Required | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | | 9. Contract Amount (*Detail negotiation efforts below) Per fee schedule |
| | | 10. Previous Price (*If increase explain below) same as above |
| | | 11. Date of Original Contract 11 August 2015 |
| | | 12. Number of Renewals Two one year renewals |
| | | 13. Length of Term 12 months from date of approval |
| | | 14. Price Negotiation Efforts: |
| | | N/A |
| | | Requested Action: (Please type below) |
| | | Approval of First Renewal of Agreement 14/15-154 <i>#14/15-154</i> |
| | | Background/Purpose: (Please type below) |
| | | Agreement 14/15 - 154 was entered into on 11 August 2015, the term was for two years with the option to extend for two one year periods for the purpose of providing architectural services to the County. |

Approvals

| | | |
|-----------------------------|--------------------------|-------------------------------------|
| Purchasing: <i>SA</i> | No Changes | With Changes |
| Review Date: <i>8-10-17</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| | | |
|-----------------------------|-------------------------------------|--------------------------|
| Budget: <i>SA</i> | No Changes | With Changes |
| Review Date: <i>8/10/17</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | |
|-----------------------------|-------------------------------------|--------------------------|
| Finance: <i>m</i> | No Changes | With Changes |
| Review Date: <i>8/14/17</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | |
|-----------------------------|-------------------------------------|--------------------------|
| County Attorney: <i>WJ</i> | No Changes | With Changes |
| Review Date: <i>8-10-17</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Recommended Changes: (Please type below)

**See Comment on First page. *The attached Exhibit A is not the Board approved version of Agreement #14/15-154. *Is this being reinstated? *Standard Addendum should be completed.*

*Sole Source Explanation: (Please type below)

| |
|---|
| CLAY COUNTY BOARD OF COMMISSIONERS 2017 AUG 10 P 12:29 |
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FIRST RENEWAL OF AGREEMENT NO. 14/15 – 154
PROFESSIONAL ARCHITECTURAL CONTINUING SERVICES AGREEMENT CLAY
COUNTY, FLORIDA

This First Renewal of Agreement No. 14/15-154 is entered into this ____ day of _____, 2017, by and between the Board of County Commissioners of Clay County, Florida (the “COUNTY”), whose address is 477 Houston Street, Green Cove Springs, FL 32043, and Dasher Hurst Architects, (the “CONSULTANT or ARCHITECT”), whose address is 1022 Park Street, Suite 309 Jacksonville, FL 32204.

RECITALS

WHEREAS, the parties have previously entered into an Agreement dated August 11, 2015, designated by the COUNTY as Agreement No. 14/15-154, (the “Agreement”), a copy of which, is attached hereto as Exhibit A and incorporated herein, whereby the ARCHITECT agreed to provide to the COUNTY certain professional services as specified in the Agreement; and

WHEREAS, the COUNTY’S Standard Addendum to all Contracts and Agreements is attached hereto as Exhibit B and incorporated herein; and

WHEREAS, the Scrutinized Companies Certification is attached hereto as Exhibit C and incorporated herein; and

WHEREAS, the term of the Agreement was for a period of 24 months commencing on the date of authorization of the Agreement by the COUNTY with the option of two one year renewals upon mutual agreement of the parties; and

WHEREAS, the parties hereto desire to execute this First Renewal to the Agreement for the additional (1) one year period.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is renewed for an additional (12) twelve month period commencing on August 11, 2017 and continuing through August 10, 2018.

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

IN WITNESS WHEREOF, the parties have set there hand and seals this day and year first written above.

Dasher Hurst Architects
1022 Park Street
Suite 309
Jacksonville, FL 32204

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

By: _____

By: _____

Print: Wayne Bolla
Chairman

ATTEST FOR CLAY COUNTY:

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

Clay County Agreement/Contract No. 14/15-154

**PROFESSIONAL ARCHITECTURAL CONTINUING SERVICES AGREEMENT
CLAY COUNTY, FLORIDA**

This Agreement is entered into this 11th day of August, 2015 between Clay County, A Political Subdivision of the STATE OF FLORIDA (hereinafter referred to as the "COUNTY"), by and through its Board of County Commissioners (hereinafter referred to as the "Board"), and Dasher Hurst Architects, (hereinafter referred to as the "CONSULTANT or ARCHITECT"), whose address is 1022 Park Street, Suite 309 Jacksonville, FL. 32204.

WHEREAS, the COUNTY has determined that it is necessary, expedient, and in its best interest to retain the ARCHITECT to perform continuing Architectural Services for the COUNTY as further described in the attached EXHIBIT 1; and

WHEREAS, the COUNTY evaluated and ranked the qualifications submitted in accordance with Section 287.055, Florida Statutes; and

WHEREAS, the Board approved the ranking for the Request for Qualifications (RFQ) #14/15-19 on May 26, 2015; and

WHEREAS, the CONSULTANT is licensed and qualified to provide professional services in various fields of Architectural Services including but not limited to fire rescue facilities and other County buildings; and

WHEREAS, this Agreement is subject to that certain Standard Addendum, affixed hereto as EXHIBIT 2 and made a part hereof; and

WHEREAS, a Truth-in-Negotiation Certificate executed on behalf of the ARCHITECT is affixed hereto as EXHIBIT 3 and made a part hereof; and

WHEREAS, the COUNTY desires to engage the ARCHITECT to provide continuing Architectural Services for a period of 24 months with the option of two one year extensions from the execution of this Agreement, of which services may consist of, but not limited to, on-going renovations or remodeling, new design of facilities, electrical, HVAC, other architectural related services as needed, and construction phase services; and

WHEREAS, the ARCHITECT is desirous of obtaining such engagement, has reviewed the professional services required pursuant to this Agreement and is qualified to complete the said professional services pursuant to this Agreement and is willing and able to provide and perform all such services in accordance with its terms; and

WHEREAS, projects assigned under this Agreement will be valid when issued via Work Order from the County Manager, accompanied by a scope of work, and a Lump Sum or Not-To-Exceed fee based on the rates found in EXHIBIT 4 attached hereto and made part hereof; and

WHEREAS, while it is the intent of the COUNTY to utilize the services of the ARCHITECT, the award of this Agreement does not guarantee the award of a specific amount of work or Work Orders to be issued; and

WHEREAS, it is the intent of the COUNTY to negotiate with its first and second ranked Architects of RFQ #14/15-19 in the order they were ranked. If the first ranked firm declines a project, then the COUNTY will seek the services of the second ranked firm for said project; and

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

I. DESCRIPTION OF THE PROJECT

Projects shall consist of on-going architectural and related services, including conceptual designs and studies of any County owned facility's needs, as outlined in the Request for Qualifications No. 14/15-19, and any Work Order issued hereunder along with all other details necessary to give effect to the manifest intent set forth in the scope of services found in RFQ No. 14/15-19 which is on file at the Clay County Department of Purchasing.

II. TERM OF AGREEMENT

The term of this Agreement shall be for a period of 24 months commencing on the date of authorization of this Agreement by the Board with the option of two one year renewals upon mutual agreement of the parties. All work shall be performed as directed by the COUNTY. Such direction shall only be valid, effective, and binding on the COUNTY and the ARCHITECT when issued in writing by the County designated representative. The COUNTY specifically reserves the right to increase or decrease any or all of the authorized tasks. The ARCHITECT further agrees to provide additional services that the COUNTY may desire, and which shall be mutually negotiated regarding scope, timing, and fees, and described by written amendments to this Agreement.

The timely performance and completion of the Architectural services is vitally important to the interest of the COUNTY. The ARCHITECT shall assign such project personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the ARCHITECT to perform the services of this Agreement shall comply with the

information presented in this Agreement and any Work Order subsequently issued. The ARCHITECT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks.

- A. Specific Work Order Assignments to be performed by the ARCHITECT shall be assigned by the County Manager who shall first notify the ARCHITECT of the work to be conducted. The ARCHITECT shall prepare a work scope, time schedule, and budget based on the hourly rates reflected in the EXHIBIT 4 hourly rate schedule, attached hereto and incorporated herein, for performance of the work and discussed Work Order Assignment. When the work scope, time schedule, and budget are mutually agreeable, a Work Order shall be issued by the County Manager to the ARCHITECT in the format of EXHIBIT 5, Example Work Order Assignment, attached hereto and incorporated herein. The Work Order Assignment shall be executed for the COUNTY by the County Manager and thereafter shall become a part of this Agreement between the parties.
- B. The ARCHITECT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in the subsequent Work Order Assignments, subject only to delays caused through no fault of the ARCHITECT or the COUNTY. Time is of the essence in the performance of this Agreement and its subsequent Work Order Assignments.
- C. The ARCHITECT agrees to provide to the County Representative monthly written progress reports concerning the status of any specific project assigned. Written progress reports will also accompany each invoice which may be submitted once per month. The County Representative may determine the format for this progress report. The COUNTY shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the ARCHITECT.

III. STATEMENT OF ARCHITECTURAL SERVICES

The professional architectural services to be provided by the ARCHITECT or under the COUNTY'S authorization shall include those services as described in the Request for Qualifications No. 14/15-19, and any Work Order issued hereunder along with all other details necessary to give effect to the manifest intent set forth in the scope of services found in RFQ No. 14/15-19 which is on file at the Clay County Department of Purchasing.

The ARCHITECT is responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the ARCHITECT. The ARCHITECT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its reports and other services.

Except with respect to those services specifically identified elsewhere in this Agreement to be provided by third parties, the ARCHITECT covenants that the services provided by it under this Agreement will be rendered solely and directly by members of its staff working under the direct supervision of the ARCHITECT'S assigned project team. Except with respect to those services specifically identified elsewhere in this Agreement to be provided by third parties, the ARCHITECT further covenants that it will not subcontract or otherwise outsource any of the work of the project to a third party without the express, prior and written consent of the COUNTY, which consent may be withheld for any or no reason in the sole discretion of the COUNTY. In addition to any other remedies that may be available to the COUNTY for breach of the foregoing covenant, the ARCHITECT shall be liable to the COUNTY for a sum equal to the value of the services subcontracted or outsourced, and the COUNTY shall have the right to deduct the same from any partial or final payment due to the ARCHITECT under this Agreement.

IV. GENERAL PROVISIONS

Work Progress Reports

The ARCHITECT shall meet with the COUNTY periodically during the project to provide informal status reports and to discuss project requirements. Written status reports shall be delivered to the COUNTY on a monthly basis and concurrently with monthly invoices.

Electronic Files

All electronic files submitted to the COUNTY by the ARCHITECT shall be in an approved format acceptable to the County Representative.

Headings

Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

V. SCHEDULES AND TIME CONSTRAINTS

The total time allowed for completing the Architectural services required under this Agreement will be determined by each Work Order. Time is of the essence for the completion of the assigned project(s). Therefore, the ARCHITECT must submit a project schedule to the COUNTY as requested. The project schedule must detail the events and pertinent time frames necessary to complete the project(s).

VI. PLANS AND DOCUMENT OWNERSHIP

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this

project, other than working papers, specifically prepared or developed by the ARCHITECT under this Agreement shall be the property of the ARCHITECT until the ARCHITECT has been paid for providing and performing the services and work required to produce such documents whereupon they shall become the sole property of the COUNTY. Upon completion or termination of this Agreement all of the above documents, to the extent requested (in writing if by termination) by the COUNTY, shall be delivered by the ARCHITECT to the COUNTY within seven (7) calendar days of the COUNTY making such a request. In the event the COUNTY gives the ARCHITECT a written Notice of Termination of all or part of the services or work required the ARCHITECT shall deliver to the COUNTY the requested documents as set forth hereinabove, with the mutual understanding and commitment by the COUNTY that compensation earned or owing to the ARCHITECT for services or work provided or performed by the ARCHITECT prior to the effective date of any such termination will be paid to the ARCHITECT within forty-five (45) days of the date of issuance of the Notice of Termination or the receipt by the COUNTY of a proper invoice, whichever is the latter. The ARCHITECT shall not, and agrees not to use any of these documents, data and information contained therein on any other project or for any other client without prior expressed written permission of the COUNTY. Notwithstanding any other provision of this Agreement, any reuse of documents or materials without written verification or adaptation by the ARCHITECT for the specific purpose intended will be at the COUNTY'S sole risk and without liability or legal exposure to the ARCHITECT or to the ARCHITECT'S independent professional associates, subcontractors, and consultants. Any such verification or adaptation will entitle the ARCHITECT to further compensation at rates to be agreed upon by the ARCHITECT and the COUNTY. In addition, the entire ARCHITECT'S pre-existing or proprietary information, documents, materials, computer programs, or software developed by the ARCHITECT outside of this Agreement shall remain the exclusive property of the ARCHITECT.

VII. LIABILITY OF ARCHITECT

Pursuant to Section 725.08 (1) Florida Statutes, the ARCHITECT (or other design professional) shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ARCHITECT and other persons employed or utilized by the ARCHITECT in the performance of this Agreement. This provision shall survive the termination or expiration of this Agreement.

VIII. RESPONSIBILITIES OF THE ARCHITECT

If the ARCHITECT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

The ARCHITECT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the ARCHITECT), to solicit or secure this Agreement and that it has not paid or agreed to pay any person,

company, corporation, individual, or firm other than a bona fide employee working solely for the ARCHITECT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

The ARCHITECT covenants and agrees that it and its employees shall be bound by the Standards of Conduct of Section 112.313, Florida Statutes, as it relates to work performed under this Agreement. The ARCHITECT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

The ARCHITECT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

The ARCHITECT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the ARCHITECT'S offices for the purpose of inspection, audit, and copying during normal business hours by the COUNTY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services or through the conclusion of any litigation between the parties concerning this Agreement or any work performed hereunder, whichever is later. The ARCHITECT is required to make this provision a part of any subcontract entered into for the purposes of performance under this Agreement.

IX. OBLIGATIONS OF THE COUNTY

The County Representative is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the County Representative. The responsibility of the County Representative shall include:

- A. Transmission of instructions, receipt of information, interpretation and definition of COUNTY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- B. Review for approval or rejection all of the ARCHITECT'S documents and payment requests.

The COUNTY shall, upon request, furnish the ARCHITECT with all available data, plans, studies and other information in the COUNTY'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the COUNTY and shall be returned to the County Representative upon completion of the services to be performed by the ARCHITECT.

The County Representative shall conduct periodic reviews of the work of the ARCHITECT necessary for the completion of the ARCHITECT'S services during the period of this Agreement, and may make other COUNTY personnel available where required and necessary to assist the ARCHITECT. The availability and necessity of said personnel to assist the ARCHITECT shall be determined solely within the discretion of the COUNTY. The COUNTY'S technical obligations to this Project, if any, will be stated in any Work Order Assignment issued.

The COUNTY shall not provide any services to the ARCHITECT in connection with any claim brought on behalf of or against the ARCHITECT or the COUNTY.

X. COMPENSATION AND METHOD OF PAYMENT

Total compensation for COUNTY projects to be paid by the COUNTY to the ARCHITECT for all services, materials, supplies and other items or requirements necessary to complete the services as described herein, including sub consultant services shall be based on the amount of work performed as provided for in the negotiated Not-To-Exceed or Lump Sum Work Order issued by the County Manager. The mutually agreed upon Not-To-Exceed or Lump Sum Work Order price will be based on the rates found in the attached fee schedule labeled EXHIBIT 4. All invoices submitted must substantiate, to the County Representative's satisfaction, the amount of completed work being invoiced. Such invoices shall be prepared by the ARCHITECT and accompanied by the COUNTY'S certificate of partial or certificate of final payment (whichever is appropriate), a service documentation invoice, and any supporting data as may be required by the County Representative. Invoices may be payable via partial payments and the ARCHITECT may submit no more than one invoice statement to the COUNTY each calendar month covering services rendered during the invoiced time frame. All payments will be made in accordance with the provisions of the Local Government Prompt Payment Act.

The fee schedule identified as EXHIBIT 4 herein is inclusive with regard to travel, mailing, copying, office space, reporting, meeting, overtime, and man-hours unless otherwise specifically provided for in the attached Standard Addendum To All Contracts and Agreements attached hereto as EXHIBIT 2.

The ARCHITECT acknowledges and agrees that the COUNTY through this Agreement guarantees no minimum level of work or fees.

The signature of the ARCHITECT on any invoice submittal shall constitute the ARCHITECT'S certification to the COUNTY that (a) the ARCHITECT has billed the COUNTY for all services rendered by it and any of the ARCHITECT'S consultants and subcontractors through the date of the invoice; (b) as of the date of the invoice, no other outstanding amounts are due from the COUNTY to the ARCHITECT for services rendered; (c) the services listed in the invoice have progressed to the level indicated and have been performed as required by the specific Work Order issued; (d) that the reimbursable expenses, if any, have been reasonably incurred; and, (e) that the amount requested is currently due and owing.

By acceptance of the COUNTY'S payment of an invoiced amount, the ARCHITECT releases the COUNTY from any and all claims by the ARCHITECT and by the ARCHITECT'S consultants and subcontractors for work performed but not invoiced during the period for which payment was received.

The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an appropriation by the Board.

XI. PERTINENT REFERENCE MATERIAL

The COUNTY will make available to the ARCHITECT for review full information regarding the requirements of the project as reasonably requested by the ARCHITECT. The information availability requirements will in no way obligate the COUNTY to reproduce and/or create requested data. However, the COUNTY will allow the use of space at its location for review of information at its disposal.

XII. PUBLIC RECORDS LAW

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

under this Agreement or Contract and that the Public Records Laws control over any contrary terms in this Agreement or Contract. In accordance with the requirements of Section 119.0701, Florida Statutes, the CONTRACTOR covenants to comply with Public Records Laws, and in particular to:

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

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

XIII. PROJECT BIDDING

The Architect shall bear the administrative and financial responsibility for the preparation, distribution, advertising as described in the bidding procedures, and any required addendum(s) with relation to obtaining bid proposals for these projects.

The prepared bid proposals shall consist of the County's standard bid solicitation forms in addition to any other forms, clauses, plans, or specifications mutually deemed necessary by both parties. The bidding procedure must comply with the County's standard bidding process. The County's standard bidding procedures shall be made available to the Architect along with one set of the required forms, bidders list, and bid numbers.

In addition to the above the Architect shall be responsible for;

- (a) bid solicitation mailings;
- (b) fee exempt plans to pertinent utility agencies;
- (c) the distribution of construction plans with regard to the bidders;

- (d) responding to questions regarding the Architectural aspect of the project design or bidding requirements; and
- (e) assisting the County in its bid tabulation review.

XIV. COUNTY REPRESENTATIVE

The County Representative, or his/her designated representative, shall have final decision authority on behalf of the COUNTY for all aspects of the project(s), including general direction, review, and approval of the services provided.

XV. INSURANCE

The ARCHITECT shall maintain insurance coverage as specified in RFQ No. 14/15-19, which said RFQ No. 14/15-19 is incorporated by reference and made a part hereof. An insurance certificate consistent with the provisions of RFQ No. 14/15-19 shall be provided to the COUNTY prior to the issuance of the Notice to Proceed and commencement of any Work Order Assignments. Should the ARCHITECT receive a notice from the insurer that the coverage has been altered, terminated or non-renewed, for the insurance identified in the certificate or any other certificate subsequently provided to the COUNTY, the ARCHITECT shall promptly provide a copy thereof to the County Representative and show such alternative insurance coverage from an insurer acceptable to the County Representative conforming to the minimum requirements of RFQ No. 14/15-19, and provide proof thereof to the County Representative by appropriate certificate issued by the insurer.

XVI. MAINTENANCE AND ACCESS OF RECORDS

The COUNTY shall have access to all records pertaining to this project during the term of the Agreement and for three years following Agreement completion, or through the conclusion of any litigation between the parties concerning this Agreement or any work performed hereunder, whichever is later. The ARCHITECT is required to make this provision a part of any subcontract entered into for the purposes of performance under this Agreement.

XVII. TERMINATION

The COUNTY shall have the right at any time upon thirty (30) calendar days written notice to the ARCHITECT to terminate the services of the ARCHITECT and, in that event, the ARCHITECT shall cease work and shall deliver to the COUNTY all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the ARCHITECT in connection with its services. The COUNTY shall, upon receipt of the aforesaid documents, pay to the ARCHITECT and the ARCHITECT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Work Authorizations, plus (2) the percentage of

the work completed in any commenced but uncompleted task, less (3) all previous payments.

In the event that the ARCHITECT has abandoned performance under this Agreement, then the COUNTY may terminate this Agreement upon three (3) calendar days written notice to the ARCHITECT indicating its intention to do so. The written notice shall state the evidence indicating the ARCHITECT'S abandonment. The ARCHITECT shall remain liable to the COUNTY for any and all damages to the COUNTY arising out of such default.

The COUNTY reserves the right to terminate and cancel this Agreement in the event the ARCHITECT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of the ARCHITECT'S creditors.

XVIII. CHOICE OF LAW/FORUM

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

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, obligations, or liabilities of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claim, 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.

XIX. SEVERABILITY

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

XX. PERFORMANCE EVALUATION

A work performance evaluation will be conducted periodically at the completion of each assigned project.

XXI. GENERAL CONDITION

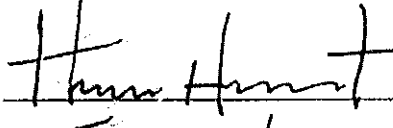
This Agreement constitutes the entire agreement between the COUNTY and the ARCHITECT and supersedes all prior written or oral understandings between the parties.

This Agreement may only be amended, supplemented, or modified by a written instrument signed by authorized representatives of each party.

Any reference to a specific provision of the Florida Statutes in this Agreement shall mean that said provision shall by reference be made a part of this Agreement as though set forth in full herein.

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


ARCHITECT: Dasher Hurst Architects

 8/28/2015

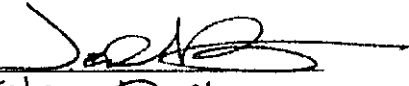
BY: THOMAS HURST
[print name]

Its VICE PRESIDENT

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

BY: 
Diane Hutchings
Its Chairman

ATTEST:


J. Glenn Dasher
President

ATTEST:


S.C. Kopelousos,
County Manager

EXHIBIT 1

General Scope of Services for Continuing Architectural Services

General Scope Statement

Clay County is seeking to obtain the services of one or more Architect Firm(s) to perform on a continuing basis, i.e. two (2) year term with an option of two (2) one year extensions. The Architect shall provide and perform the following professional services which shall constitute the general scope of services under the covenants, terms, and provisions of this request for qualifications. The continuing contract(s) will be used for general architectural design services for the County and will cover all aspects of project design for all future County buildings or renovations to existing buildings. Anticipated services required but not limited to: projects, studies and master planning, design services, plan updates, and preparation and distribution of bid/contract documents. Individual projects assigned by work order will be miscellaneous in scope, of varied size and complexity as required by Clay County. The successful firm will be required to have the ability to take these projects from initial identification through the completion of construction.

Project Scope of Work

The selected Architect(s) will be required to provide professional architectural and consulting services to be specified more fully in a continuing contract agreement to be negotiated after selection. For each individual project, the exact scope of work and fee will be issued and described by Work Order. It shall be understood, prior to the authorization of any project, the Architect will prepare a detailed scope of work, consulting fee, and project schedule for the County's consideration. A work performance evaluation will be conducted periodically and at the completion of each various project.

Work projects may involve one or more of the following: Electrical Design and Evaluation, Architectural Design and Evaluation, HVAC Design and Evaluation, HVAC Modifications, Energy Conservation Evaluation, Planning, Permitting, Financial Reports and Miscellaneous Studies, Other Remodel or New Projects as needed.

Anticipated Specific Projects Include:

Fire Rescue Facility in Keystone Heights

Two truck fire station bay at an existing fire station in Green Cove Spring

Updating for Build out and Renovations to the Clay County Court House

EXHIBIT 2

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

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

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

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

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

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

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

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

expense incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.

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

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

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


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

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

COUNTY:

ATTEST FOR CLAY COUNTY:

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


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

By: 
Diane Hutchings
Its Chairman

(Corporate Seal)

CONSULTANT:

Dasher Hurst Architects

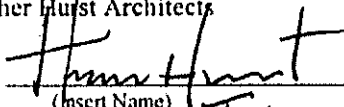
By: 
(Insert Name) **THOMAS HURST**
Its Vice President

EXHIBIT 3

Truth-in-Negotiation Certification

PROFESSIONAL ARCHITECTURAL CONTINUING SERVICES AGREEMENT CLAY COUNTY, FLORIDA

In compliance with Section 287.055(5)(a), Florida Statutes, Dasher Hurst Architects, a Florida Corporation (the ARCHITECT), hereby certifies, covenants and warrants that all wage rates and other factual unit costs supporting the compensation payable by Clay County, a political subdivision of the State of Florida (the COUNTY), to the ARCHITECT under the Professional Architectural Continuing Services Agreement for Architectural Services, as set forth in EXHIBIT 4 to the Agreement, are accurate, complete, and current at the time of negotiating and entering into the Agreement, and that any other factual units costs that may be furnished to the COUNTY in the future to support any additional compensation that may be authorized under the Agreement will also be accurate and complete. The ARCHITECT agrees that the compensation originally specified in the Agreement and any additional compensation that may be authorized in the future shall be adjusted to exclude any significant sums by which the COUNTY determines such compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

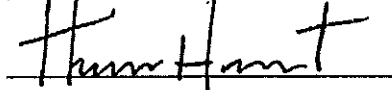
ARCHITECT:

Dasher Hurst Architects
(Corporate Seal)

By: 

[Print Name] Glenn Dasher
Its President

ATTEST for the ARCHITECT:



[Print Name] THOMAS HURST
Its Secretary

EXHIBIT 4

HOURLY FEE SCHEDULE

Dasher Hurst Architects



DASHER HURST ARCHITECTS

1022 Park Street, Suite 309
Jacksonville, FL 32204

FEE SCHEDULE FOR DASHER HURST ARCHITECTS revised 07/15/2015

Project CLAY COUNTY CONTINUING ARCHITECTURAL SERVICES CONTRACT
RFQ #14/15-19

Dasher Hurst Architects

(Architect)

| Employee | Unloaded Hourly Rate | Overhead (%) | Unloaded Rate + Overhead | Profit (%) | Rate |
|----------------------|----------------------|--------------|--------------------------|------------|----------|
| Principal / Engineer | \$58.50 | 150% | \$146.25 | 10% | \$160.88 |
| Project Manager | \$47.50 | 150% | \$118.75 | 10% | \$130.63 |
| Architect | \$44.00 | 150% | \$110.00 | 10% | \$121.00 |
| Interior Designer | \$37.50 | 150% | \$93.75 | 10% | \$103.13 |
| Architect Intern | \$37.00 | 150% | \$92.50 | 10% | \$101.75 |
| CAD Technician | \$31.00 | 150% | \$77.50 | 10% | \$85.25 |
| Clerical | \$24.00 | 150% | \$60.00 | 10% | \$66.00 |

G.M. Hill Engineering, Inc.

(Structural Engineer)

| Employee | Unloaded Hourly Rate | Overhead (%) | Unloaded Rate + Overhead | Profit (%) | Rate |
|--------------------------------|----------------------|--------------|--------------------------|------------|----------|
| Principal / Engineer | \$62.30 | 150% | \$155.75 | 10% | \$171.33 |
| Senior Structural Engineer | \$56.05 | 150% | \$140.13 | 10% | \$154.14 |
| Registered Structural Engineer | \$48.60 | 150% | \$121.50 | 10% | \$133.65 |
| Structural Intern | \$39.50 | 150% | \$99.00 | 10% | \$108.90 |
| Senior Structural Technician | \$26.40 | 150% | \$66.00 | 10% | \$72.60 |

Powell & Hinkle Engineering

(MEP Engineer)

| Employee | Unloaded Hourly Rate | Overhead (%) | Unloaded Rate + Overhead | Profit (%) | Rate |
|----------------------------|----------------------|--------------|--------------------------|------------|----------|
| Principal / Engineer | \$58.65 | 148% | \$145.45 | 10% | \$160.00 |
| Senior Registered Engineer | \$49.49 | 148% | \$122.73 | 10% | \$135.00 |
| Project Manager | \$40.32 | 148% | \$100.00 | 10% | \$110.00 |
| Registered MEP Engineer | \$36.68 | 148% | \$90.91 | 10% | \$100.00 |
| Engineers (EIT) | \$32.99 | 148% | \$81.82 | 10% | \$90.00 |
| Senior Designers | \$31.16 | 148% | \$77.27 | 10% | \$85.00 |
| Designers & CAD Operators | \$23.82 | 148% | \$59.09 | 10% | \$65.00 |
| Clerical | \$16.50 | 148% | \$40.91 | 10% | \$45.00 |

Michele Age, P.E.

(Civil Engineer)

| Employee | Unloaded Hourly Rate | Overhead (%) | Unloaded Rate + Overhead | Profit (%) | Rate |
|----------------------|----------------------|--------------|--------------------------|------------|----------|
| Principal / Engineer | \$57.00 | 130% | \$131.10 | 10% | \$144.21 |
| Designer | \$33.50 | 130% | \$77.05 | 10% | \$84.76 |
| CAD Technician | \$25.00 | 130% | \$57.50 | 10% | \$63.25 |
| Clerical | \$12.00 | 130% | \$27.60 | 10% | \$30.36 |

Rates shown are good for the initial 2-year period of the contract, after which we reserve the right to make adjustments to our rates.

EXHIBIT 5

WORK ORDER ASSIGNMENT NO. _____
CONTRACT/AGREEMENT NO. XX/XX-XXX

Page X of X

TO: VENDOR NAME
VENDOR ADDRESS

FROM: Clay County Department of
P.O. Box 1366
Green Cove Springs, Florida 32043

EXHIBIT A: BASE AUTHORIZATION I.D.
EXHIBIT B: SCOPE OF WORK
EXHIBIT C: HOURLY RATE SCHEDULE
EXHIBIT D: PROJECT SCHEDULE
EXHIBIT E: FEE SUMMARY

FEE TYPE: HOURLY NOT TO EXCEED = \$ _____
FEE SCHEDULED BASED LUMP SUM = \$ _____

Project Summary Table

| <u>NTP Date</u> | <u>Number</u> | <u>Description</u> | <u>Fees</u> |
|-----------------|---------------|--------------------|-------------|
| | | | |
| | | | |
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| | | | |
| | | | |

VENDOR NAME HERE

CLAY COUNTY

By: _____

By: _____
S.C. Kopelousos, County Manager

Date: _____

Date: _____

EXHIBIT 5 (CONTINUED)

Page X of X

EXHIBIT-A

BASE AUTHORIZATION I.D.

Base Authorization: Contract/Agreement No. XX/XX-XXX

Contract/Agreement No. XX/XX-XXX is included herein by reference and made a part hereof.

EXHIBIT 5(CONTINUED)

EXHIBIT-B

SCOPE OF WORK

"ATTACH HERE"

EXHIBIT 5 (CONTINUED)

EXHIBIT-C
HOURLY RATE SCHEDULE
“ATTACH HERE”

EXHIBIT 5 (CONTINUED)

EXHIBIT-D
PROJECT SCHEDULE
"ATTACH HERE"

EXHIBIT 5 (CONTINUED)

EXHIBIT-E

FEE SUMMARY

"ATTACH HERE"

EXHIBIT B
STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS

[General]

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

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

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

Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

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

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

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

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

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

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

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

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

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

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

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

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum

payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

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

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

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

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

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

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

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

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

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

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

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

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

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

(i) is found to have submitted a false Certification;

(ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,

(iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

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

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

[The remainder of this page is intentionally blank.]

ATTEST FOR CLAY COUNTY:

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

(Corporate Seal)

County:

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

By: _____
Wayne Bolla
Its Chairman

Contractor Name:

Dasher Hurst Architects

By: _____

Printed Name: _____

Title: _____

EXHIBIT C

Scrutinized Companies Certification

[Clay County: PROFESSIONAL ARCHITECTURAL CONTINUING SERVICES AGREEMENT]

Name of Company:¹ DASHER HURST ARCHITECTS

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:

DASHER HURST ARCHITECTS

(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, August 15 3:00 PM

TO: BCC

DATE:

FROM: James Householder

SUBJECT:

Cooperative Agreement between Clay County and the St Johns River Water Management District which will provide for a perpetual easement on County property at SR16W and South prong of Black Creek. Also provides provisions requiring the District to construct a recreational amenity (kayak launch) as part of the project. The County will be responsible for maintaining the kayak launch site after construction.

Approval of this agreement is contingent on the review and approval of the departmental review process.

AGENDA ITEM TYPE:

ATTACHMENTS:

Description

▣ [Agreement](#)

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|----------------|-----------------------|----------|---------------------|----------|
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 2:40 PM | |
| County Manager | Kopelousos, Stephanie | Approved | 8/11/2017 - 2:41 PM | |

COOPERATIVE AGREEMENT

This Cooperative Agreement ("Agreement"), made and entered into this ____ day of _____, 2017, ("Effective Date") by and between **Clay County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", whose address is Post Office Box 1366, Green Cove Springs, Florida 32043, and the **St. Johns River Water Management District**, a public body existing under Chapter 373, Florida Statutes, hereinafter referred to as the "District", having a mailing address of Post Office Box 1429, Palatka, Florida 32178-1429.

A. The North Florida Regional Water Supply Plan (NFRWSP) determined that fresh groundwater alone cannot supply the projected increase in demand for the region and identified the Black Creek Water Resource Development Project (the "Project") as a key component in meeting the region's future water needs while protecting the natural resources of Florida; and

B. The Florida legislature passed the 2017-2018 General Appropriation Act, providing for 2017 Legislative Appropriation 1603A (\$13.3 million) to the District "for St. Johns River and/or Keystone Heights Lake Region restoration, public access and recreation projects"; and

C. The County has the authority under section 125.01, Florida Statutes, to provide property for recreation areas and services as well as alternative water supplies, and other authorized uses; and

D. The County desires to grant a Perpetual Easement (the "Easement") to the District over County owned property (the "Property") near the intersection of SR 21 and SR 16 encompassing a portion of Black Creek in Clay County, as depicted and described in Exhibit "A"; and

E. The County and the District wish to mutually acknowledge the County's contribution of the Easement and the District's construction of the Project as part of a cooperative effort by the parties that is consistent with and furthers the District's and the County's goals in meeting the region's future water needs.

NOW, THEREFORE, in consideration of the premises above and of the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to outline the participation by the County and the District in the portion of the Project within the Property. The County will grant the Easement for the sole purpose of allowing the District to implement the Project and to construct a kayak/canoe launch and connected parking ("Recreational Amenity") providing for future public access to Black Creek.

2. **Project.** All references to the Project shall refer to the Black Creek Water Resource Development Project for which 2017 Legislative Appropriation 1603A (\$13.3 million) was given to the District "for St. Johns River and/or Keystone Heights Lake Region restoration, public access and recreation projects" that the District is required to construct, maintain, and operate.

3. **The Property and Easement.** All references to the Property shall refer to those lands owned by the County granted in easement to the District; as identified in Exhibit "A".

4. **The Agreement.** Subject to the terms and conditions set forth herein, the County hereby agrees to grant to the District an Easement over the Property for the purpose of access, construction, operation, maintenance, repair and restoration related to the Project and to the Recreational Amenity. The development of this portion of the Project and the Recreational Amenity shall be in accordance with the final design and specifications to be prepared by the District and to be approved by the County ("Site Plan"). The District shall also prepare a restoration plan for the Easement which shall be approved by the County.

5. **The Term of this Agreement.** The "Effective Date" is the date upon which this Agreement is executed by both parties, which date shall be inserted in the introductory paragraph above. This Agreement terminates five (5) years from the Effective Date above, unless terminated earlier pursuant to the provisions of this Agreement and which date may be extended upon mutual written approval by the parties.

6. **The Term of the Easement.** The term of the Easement shall commence no later than September 15, 2017 and shall be perpetual.

7. **Consideration.** The County and the District mutually recognize the public purpose and benefits in meeting the region's future water needs while protecting the natural resources of Florida. The District Project benefits the County and the use of the County property benefits and enables the Project. The parties agree that each is sufficient consideration for the other.

8. **Permits.** The District is responsible for obtaining and renewing at its expense all permits that may be required by the State of Florida Department of Environmental Protection (FDEP), the United States Fish and Wildlife Service (USFWS), and any other local, state or federal governmental entities as a condition precedent to the construction and operation of the Project and Recreational Amenity. To the extent necessary due to the County's ownership of the Property, the County will provide reasonable assistance requested by the District to obtain all necessary permits.

9. **Additional Terms and Conditions.** The District shall be solely responsible for overall management of the facilities within the Easement including, but not limited to, general maintenance and repair of fences and gates used to access the Easement or any other County property used for the Project.

- a. The District shall be the contact point for local landowner's questions and complaints about the Project.
- b. The District, at its sole expense, shall be responsible for obtaining necessary utilities. The County agrees to coordinate with utility companies to provide any rights of access over, under and across the Property that are necessary and convenient for the efficient operation of the Project, and which do not materially impair the present and future uses of the Property. Any construction or extension of Project facilities shall be subject to prior written County approval and shall be made without cost to the County.

- c. The County shall have the right to enter upon the Easement at all reasonable times during the construction and operation of the Project, for the purpose of inspecting the Easement, examining the condition and use thereof, inspecting work in progress in order to ascertain that the work is progressing in an orderly manner and that it is being performed substantially in accordance with the approved plans and specifications.
- d. The District's Project Manager shall be notified if any lock is added, changed, replaced or removed, from gates (if any) on the Property.
- e. During the construction of the Project, it may be necessary to restrict access to the Property/Easement by the public. Such restrictions will be coordinated between the District and the County.
- f. Recreational Use. The County may develop recreational amenities on the Property and may utilize the Easement area for public recreational use, provided, however, that such use shall not damage, disrupt, or be detrimental to the use or operation of the Project.
- g. Consistent with the 2017 Legislative Appropriation 1603A, the District agrees to construct prior to termination of this Agreement the Recreational Amenity providing future public access to Black Creek subject to the terms and conditions herein and applicable. The Recreational Amenity shall be limited to the space within the Easement and shall be secondary to Project needs. If additional adjacent property becomes available, the Recreational Amenity, with the consent of the County, may be moved or increased in size by including all or part of the additional property. Upon completion, the County will assume the management and maintenance of the Recreational Amenity, for public recreational use.

10. **Condition of Premises.** The County will grant the Easement to the District in "as is" condition. The District acknowledges and agrees that the County has not determined that the Easement will safely or adequately support this type of use.

11. **Notices.** All notices, consents, approvals, waivers and elections that any party is required or desires to provide shall be in writing and shall be sufficiently provided: (i) when mailed by certified mail, postage prepaid, return receipt requested; (ii) by hand delivery or e-mail to the named individuals representing the party to be notified; or (iii) by private parcel delivery services. Notices, including notice of a change of address shall be addressed or transmitted to the following addresses:

The District:

St. Johns River Water Management District
 Project Manager, Bureau of District Projects and Construction
 Reference: Black Creek Water Resource Development Project
 Post Office Box 1429
 Palatka, Florida 32178-1429
 Phone: (386)312-2351
 Email: mcullum@sjrwmd.com

Copy to: St. Johns River Water Management District
 Chief, Bureau of Real Estate Services

Reference: Black Creek Water Resource Development Project
Post Office Box 1429
Palatka, Florida 32178-1429
Phone: (386)329-2362
Email: rbuch@sjrwmd.com

The County

Clay County, Florida
c/o The County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

12. **Assignment**. This Agreement may not be assigned by the parties' without prior written approval.

13. **Non-Waiver of Sovereign Immunity**. No provision of this Agreement shall be construed as a waiver or attempted waiver by either the County or the District of their sovereign immunity under the Constitution and laws of the State of Florida or permitting authority of the parties.

14. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties. There are no understandings or dealings with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties.

15. **Governing Law**. This Agreement shall be construed and interpreted according to the laws of the State of Florida.

16. **Separate Counterparts**. This Agreement may be executed in separate counterparts, which shall not affect its validity.

Intentionally left blank

The parties hereto, by and through their authorized officers or legal representatives, have executed this Agreement, on the dates and year written below, the latter of which shall be inserted in the introductory paragraph.

Attest for Clay County:

Clay County, Florida

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

By: _____
Print name: _____
Title: _____
Date: _____

**St. Johns River Water
Management District**

Approved as to form and legality

_____, Office of General Coun-
sel

By: _____

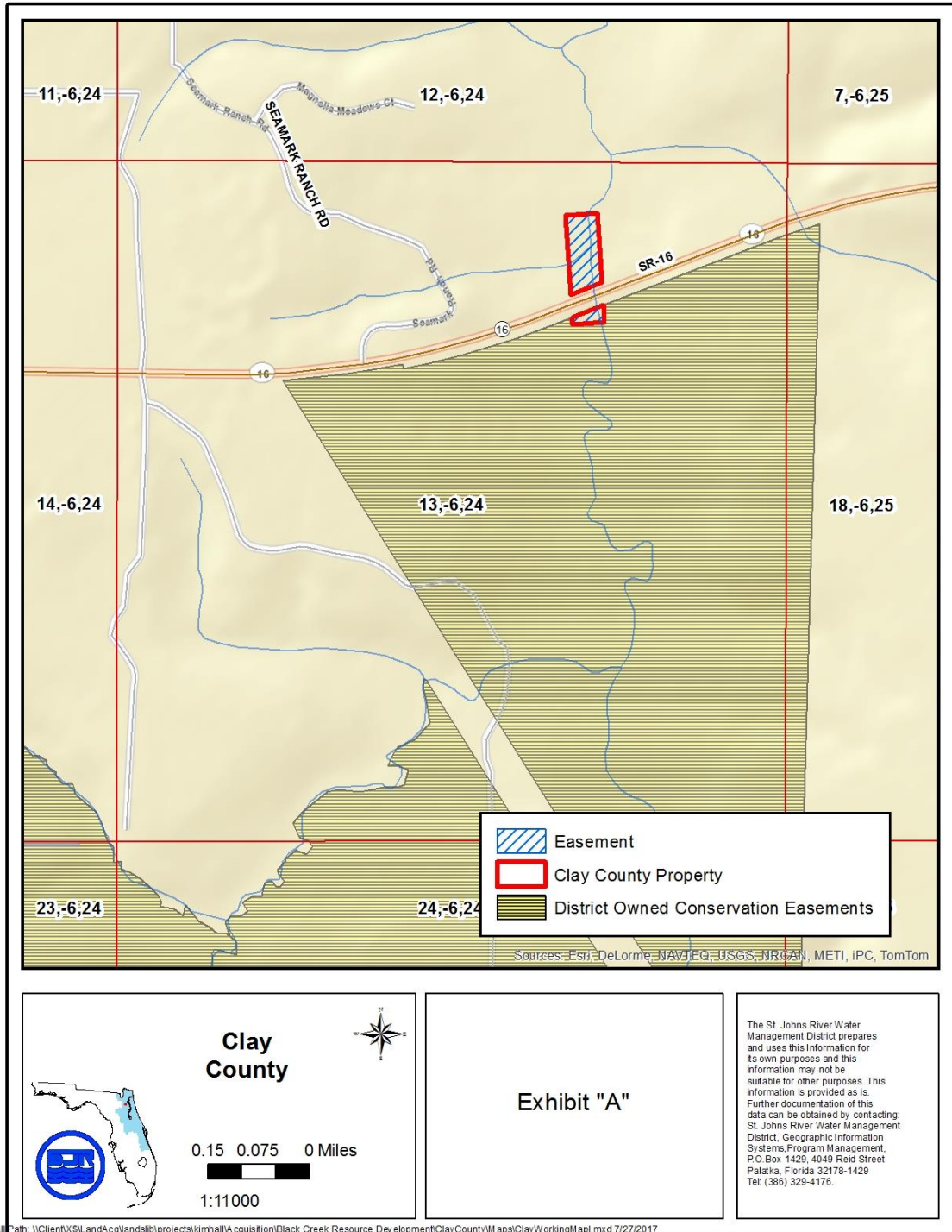
Print name: _____

Title: _____

Date: _____

Exhibit "A"

That part of the NW1/4 of the NE1/4 of Section 13, Township 6 South, Range 24 East, lying each side of and within 125 feet of a Channel Change Centerline, said centerline being described in the Clay County official records book 91, page 16 containing 3.3 area more or less, exclusive of the road right away.





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, August 15 3:00 PM

TO: Finance & Audit Committee

DATE: 8/8/2017

FROM: S.C. Kopelousos

SUBJECT: Update on County projects.

AGENDA ITEM TYPE:

REVIEWERS:

| Department | Reviewer | Action | Date | Comments |
|---------------|--------------------|----------|--------------------|-----------------------|
| Budget Office | Goedermote, Angela | Approved | 8/8/2017 - 4:28 PM | Item Pushed to Agenda |

| PROJECT | PROCESS OR STEPS | NEXT MILESTONES | DATES | COMPLETION | COMMENTS |
|------------------------------------|--------------------------------|---|--|------------|----------|
| COUNTY PARK PLAN | | 1. Working through follow-up list 2. Netting will cost \$114,000 (Eagle Harbor - \$25,226; Oakleaf \$20,265; Armstrong - \$23,275; Tanglewood - \$12,785; Omega - \$16,625; Carl Pugh Park - \$16,695) After further review, none of this is eligible for purchase. 3. Fee Schedule-followed up with Commissioner Hendry so we will bring the fee schedule back to the Board. | | | |
| OAKLEAF PARKING LOT | | Mobilization 5/25/17 - 12/1/17 Erosion Control 5/25/17 - 12/1/17 Earthwork/Grading 6/19/17 - 7/28/17 Storm Drainage 7/17/17 - 8/4/17 Parking Lot construction 7/26/17 - 9/12/17 Fine Grading/Landscaping/Grassing 8/21/17 - 9/22/17 Clean up/ punchout 9/22/17 - 12/1/17 Pond Excavation/Cutoff Wall Installation 6/28/17 - 7/25/17 | | | |
| MOODY PARK DISABLED BASEBALL FIELD | | Lighting will be installed before October 31 | | | |
| FLEMING ISLAND MULTIPURPOSE FIELDS | Leased property next to school | Working on a new concept for the park | | | |
| FERAL CAT VOLUNTEER PROGRAM | | Draft ordinances: Staff will bring back 2 ordinance changes. 1.Tethering 2. Spay and Neuter and chip requirements if your dog or cat is picked up by Animal Care and Control as a stray animal | | | |
| SURPLUS PROPERTY REPORT | | Next five parcels to be listed on September 12 | 4 parcels sold. One was offered to the 2nd bidder. | | |
| BCC APPOINTMENTS | | CRC application. BCC will vote on September 12 | Monthly | | |

| PROJECT | PROCESS OR STEPS | NEXT MILESTONES | DATES | COMPLETION | COMMENTS |
|------------------------|------------------|---|---|------------|---|
| IMPACT FEE STUDY | | Final ordinance on September 12 | | | |
| BRANDING | | Implementation of the Branding (letterhead, etc.) | | | |
| 800 MEGA HERTZ SYSTEM | | Continuing: the 60 day burn in . It will confirm the ability of the system to remain operational for a sustained period of time. Continuing: in Building testing on July 11 (confirm operation in the 47 critical buildings identified by the contract. Add: Beginning Training Staff training (Dispatchers and field personnel) on use of the System | | | |
| STATION 11 REPLACEMENT | | FDOT Utility Permit submitted on July 11 FDOT Driveway Permit submitted on June 22 FDOT Drainage Connection Permit submitted on July 12 Continuing to provide CFO's office information Evaluating exhaust system for the bays | | | |
| GUN RANGE | | 1. Sending site specifications to FWC for them to create a site plan. 8/4 2. Pricing out what a 6ft chain link with 3 wire strands of barbed wire on top. 3. Clean-up of the wetlands area from the dam braking - finalizing letter to SJWMD | | | |
| CHALLENGER ROAD | | 1. Issues with funding- will there be additional funds added to the project 2. Still having permit issues with the Corps of Engineers | | | Roadway bid came in at \$1,191,000 Need \$652,538.05 to complete the set of plans. This will complete .48 miles. |
| 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 5: East-West Parkway Phase 6: Custer Circle (has underdrain issues), Dalton Drive, Jupiter Lane (these three will all be done together) CR 352 ongoing now | First 5 phases to be complete by first week in June. Completed Buckhead Rd, Backwoods Lane, Bull Creek Rd, Gobbler, Myrtle Loop, Indigo Circle, Main Street, Merganzer Trail, Carmel Court, Solar Circle, Malibu Circle, Big Sur Ave, Doshire Drive, Feit Court, Dostie Circle, Dennis Drive, Gordon Street, Clemont Avenue S, Parkwood Drive, Gano Avenue, Whispering Woods Drive, Tanzy, Chokeberry, Tarragon Avenue, Puffin Way, Kingfisher Blvd, Kangaroo Dr, Cranberry Circle, Fennel Ave, Lion Street, Panda Avenue, Halperin Way, CR 214, South Cocoa Avenue, CR219 | | |
| 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 | | Public Hearing September 28 |
| CR 218 | | Anderson Columbia is the contractor on the project Waiting on State for a schedule | | | |
| State Appropriations Requests | | 1. SWEAT program - \$250,000 4. Camp Chow - \$400,000 (DEP is undergoing training on the grant specifications. DEP should be reaching out to the County next week) 5. Keystone Lake Issues - \$13.3 million (\$5.5 m recurring; \$7.8 Nonrecurring) 6. Clay County Fire Station \$700,000 (Chief Mock submitted to the scope of work for the grant). | | | Received the initial documentation from the CFO's office to begin the process. This will be brought before the Finance Committee |

| PROJECT | PROCESS OR STEPS | NEXT MILESTONES | DATES | COMPLETION | COMMENTS |
|--------------------------------------|--------------------------|---|---------------------------------|------------|-----------|
| Keystone Heights Water Project | | SJWMD - will hold a public hearing to discuss the project with the community 8/21 at the Godbold Building 8/28 in Keystone Heights Reviewing SJWMD draft agreement regarding easement required for the pipeline on county property. Also contemplates SJWMD building a canoe and kayak launch. | | | |
| 3rd Floor Remodel | | Finishing up the last of the punch items. | | | |
| COUNTY VEHICLE MILEAGE REPORT | Submitted Quarterly | Provide in August | | | |
| 2017-2018 LEGISLATIVE PRIORITIES | | 1. Meeting with Sheriffs team this week to discuss their priorities 2. Discuss with Constitutional Officers | | | |
| GAS TAX | | Agreement reached | | | |
| 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 |

| PROJECT | PROCESS OR STEPS | NEXT MILESTONES | DATES | COMPLETION | COMMENTS |
|------------------------------|------------------|---|--|----------------|-----------|
| 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 |