



Budget, Finance & Human Services Committee Agenda
March 19, 2012; 2:30 p.m.

ITEM(S) SUBMITTED FOR APPROVAL

1. Approval to post notice of intent and to award Bid No. 11/12-8, Highridge Estates Paving Phase I, to J. B. Coxwell Contracting, Inc. in the amount of \$1,210,520.00. Approval will be effective after 72 hour bid protest period has expired, assuming no protests are received. Submittals are available for review in the Purchasing Division. Funding Source: 305-6005-563000 (K. Thomas)
2. Approval of FY 11/12 Funding Agreement for The Way Free Medical Clinic in an amount not to exceed \$9,000.00. The Clinic provides treatment to citizens of Clay County who would otherwise have no access to medical care. Funding Source: 001-2505-582900 (S. Kopelousos/B. Johns)
3. Approval of FY 11/12 Funding Agreement for Clay & Baker Kids Net in the amount of \$50,000.00 to provide supervision and management of children placed in foster care and institutional care programs. Funding Source: 001-2505-582000 (S. Kopelousos/B. Johns)
4. Approval to post notice of intent and to award Bid No. 11/12-11, Wetland Mitigation Provider for C.R. 209 Improvements, to Florida Mitigation Providers/Loblolly Mitigation Preserve, LLC. Approval will be effective after 72 hour bid protest period has expired, assuming no protests are received. Submittals are available for review in the Purchasing Division. Funding Source: 305-6013-563000 (K. Thomas)
5. Approval to post notice of intent and to award Bid No. 11/12-9, Redi-Mix Concrete, to Hard-Rock Materials, Inc. Approval will be effective after 72 hour bid protest period has expired, assuming no protests are received. Submittals are available for review in the Purchasing Division. Funding Source: 101-3701-553000 (K. Thomas)

ITEM(S) SUBMITTED FOR DISCUSSION

6. Departmental Budget Presentations for:
 - A. Budget Office (K. Zebraski)
 - B. Human Resources & Benefits (J. Bethelmy)
 - C. Tourism & Film Development (J. Slaybaugh)
 - D. Management Information Systems (T. Nagle)
 - E. Public Safety (L. Mock)

PUBLIC COMMENTS

BFHS Committee Agenda

Meeting Date: 03/19/2012

Submitted For: Karen Thomas

Submitted By: Donna Fish, Purchasing

Department: Purchasing

Information

Subject

Recommend approval to post notice of intent and to award Bid No. 11/12-8 Highridge Estates Paving Phase I to J. B. Coxwell Contracting, Inc. in the amount of \$1,210,520.00. Approval will be effective after 72 hour bid protest period has expired and assuming no protests are received. Submittals are available for review in the Purchasing Division.

Funding Source: 305-6005-563000

Attachments

1112-8FC031912

price sheet



**CLAY COUNTY
FLORIDA**

Purchasing Division

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:

Wendell D. Davis
District 1
Douglas P. Conkey
District 2
W. Travis Cummings
Chairman, District 3
T. Chereese Stewart
District 4
Ronnie E. Robinson
District 5

Switchboard:

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

www.claycountygov.com

March 14, 2012

MEMO TO: Stephanie Kopelousos
County Manager

FROM: Karen Thomas
Purchasing Manager

SUBJECT: Budget, Finance & Human Services Agenda, March 19, 2012

Item: Bid No. 11/12-8 Highridge Estates Paving Phase I

Recommend approval to post notice of intent and to award Bid No. 11/12-8 Highridge Estates Paving Phase I to J. B. Coxwell Contracting, Inc. in the amount of \$1,210,520.00. Approval will be effective after 72 hour bid protest period has expired and assuming no protests are received. Submittals are available for review in the Purchasing Department.

Funding Source: 305-6005-563000

Att. 1 – Staff Bid Comparison Sheet
2 – Bid Tabulation Sheet

/df

Karen Thomas

**BID COMPARISON
Highridge Estates - Paving**

Schedule of Values				Estimate		J B Coxwell		Callaway		Baker Infrastructure	
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost	UNIT PRICE	Cost	UNIT PRICE	Cost	UNIT PRICE	Cost
101-1	Mobilization	1.00	LS	\$ 60,000.00	\$ 60,000.00	\$ 107,034.66	\$ 107,034.66	\$ 73,054.17	\$ 73,054.17	\$ 115,549.86	\$ 115,549.86
102-1	Maintenance of Traffic	1.00	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,850.00	\$ 2,850.00	\$ 14,636.84	\$ 14,636.84	\$ 7,180.85	\$ 7,180.85
	Erosion Control and Pollution Abatement	1.00	LS	\$ 26,812.95	\$ 26,812.95	\$ 6,040.00	\$ 6,040.00	\$ 3,726.00	\$ 3,726.00	\$ 726.80	\$ 726.80
104-10-3	Sediment Barrier	34521.00	LF	\$ 1.00	\$ 34,521.00	\$ 0.70	\$ 24,164.70	\$ 0.84	\$ 28,997.64	\$ 1.16	\$ 40,044.36
107-2-	Mowing	17.90	AC	\$ 110.00	\$ 1,969.00	\$ 106.00	\$ 1,897.40	\$ 69.39	\$ 1,242.08	\$ 158.94	\$ 2,845.03
110-1-1	Clearing and Grubbing	27.30	AC	\$ 3,963.00	\$ 108,189.90	\$ 515.60	\$ 14,075.88	\$ 1,863.00	\$ 50,859.90	\$ 354.28	\$ 9,671.84
110-7-1	Mailbox F&I	32.00	EA	\$ 84.00	\$ 2,688.00	\$ 125.80	\$ 4,025.60	\$ 155.25	\$ 4,968.00	\$ 158.94	\$ 5,086.08
120-	Earthwork	17219.00	CY	\$ 7.00	\$ 120,533.00	\$ 3.00	\$ 51,657.00	\$ 5.17	\$ 89,022.23	\$ 5.40	\$ 92,982.60
120-6	Embankment	3152.00	CY	\$ 1.50	\$ 4,728.00	\$ 5.00	\$ 15,760.00	\$ 2.52	\$ 7,943.04	\$ 10.22	\$ 32,213.44
160-4	12" Type B Stabilization (LBR 40)	67620.00	SY	\$ 2.00	\$ 135,240.00	\$ 2.10	\$ 142,002.00	\$ 2.19	\$ 148,087.80	\$ 2.70	\$ 182,574.00
285-704	4" Limerock Base (LBR 100)	2554.00	SY	\$ 6.00	\$ 15,324.00	\$ 6.55	\$ 16,728.70	\$ 7.31	\$ 18,669.74	\$ 4.99	\$ 12,744.46
285-704	6" Limerock Base (LBR 100)	44830.00	SY	\$ 7.50	\$ 336,225.00	\$ 7.30	\$ 327,259.00	\$ 6.67	\$ 299,016.10	\$ 6.13	\$ 274,807.90
425-1-521	Turnout Construction	3798.00	SY	\$ 6.85	\$ 26,016.30	\$ 6.45	\$ 24,497.10	\$ 6.05	\$ 22,977.90	\$ 4.71	\$ 17,888.58
334-1-12	Superpave Asphaltic Concrete (Traffic A) (1")	124.00	TN	\$ 60.50	\$ 7,502.00	\$ 90.20	\$ 11,184.80	\$ 93.25	\$ 11,563.00	\$ 91.34	\$ 11,326.16
334-1-12	Superpave Asphaltic Concrete (Traffic A) (1-1/2")	3528.00	TN	\$ 75.25	\$ 265,482.00	\$ 90.20	\$ 318,225.60	\$ 93.25	\$ 328,986.00	\$ 91.34	\$ 322,247.52
425-1-521	Inlets, Ditch Bottom Type C	2.00	EA	\$ 2,750.00	\$ 5,500.00	\$ 2,446.00	\$ 4,892.00	\$ 1,238.61	\$ 2,477.22	\$ 1,829.58	\$ 3,659.16
430-94-1	Desilting Pipe, 0-24"	160.00	LF	\$ 16.00	\$ 2,560.00	\$ 5.25	\$ 840.00	\$ 10.13	\$ 1,620.80	\$ 9.80	\$ 1,568.00
430-175-201	Pipe Culvert, Opt Matl Ellip/Arch 0-24"	272.00	LF	\$ 48.00	\$ 13,056.00	\$ 39.45	\$ 10,730.40	\$ 54.86	\$ 14,921.92	\$ 59.90	\$ 16,292.80
430-982-625	Mitered End Section, Optional Elliptical / Arch 18" SD	10.00	EA	\$ 900.00	\$ 9,000.00	\$ 684.40	\$ 6,844.00	\$ 1,497.14	\$ 14,971.40	\$ 1,267.98	\$ 12,679.80
524-1-1	Concrete Ditch Pavt, Non Reinforced, 3"	324.00	SY	\$ 40.00	\$ 12,960.00	\$ 30.00	\$ 9,720.00	\$ 56.21	\$ 18,212.04	\$ 35.84	\$ 11,612.16
530-3-4	Riprap - Rubble (Ditch Linin)	26.70	TN	\$ 84.68	\$ 2,260.96	\$ 88.65	\$ 2,366.96	\$ 110.60	\$ 2,953.02	\$ 129.21	\$ 3,449.91
550-10-910	Fencing	328.00	LF	\$ 9.50	\$ 3,116.00	\$ 8.40	\$ 2,755.20	\$ 7.02	\$ 2,302.56	\$ 14.70	\$ 4,821.60
570-1-1	Performance Turf (Seed & Mulch)	58146.00	SY	\$ 1.25	\$ 72,682.50	\$ 0.70	\$ 40,702.20	\$ 0.29	\$ 16,862.34	\$ 0.29	\$ 16,862.34
570-1-2	Performance Turf (Sod)	22442.00	SY	\$ 3.25	\$ 72,936.50	\$ 2.75	\$ 61,715.50	\$ 2.15	\$ 48,250.30	\$ 2.04	\$ 45,781.68
570-1-2	Single Post Sign Relocate	62.00	AS	\$ 41.30	\$ 2,560.60	\$ 41.15	\$ 2,551.30	\$ 178.20	\$ 11,048.40	\$ 78.41	\$ 4,861.42
				TOTAL PRICE =	\$ 1,351,863.71	TOTAL PRICE =	\$ 1,210,520.00	TOTAL PRICE =	\$ 1,237,370.44	TOTAL PRICE =	\$ 1,249,478.35

BID RECOMMENDATIONS
 February 28, 2012
 Bid #11/12-8
 Highridge Estates Paving Phase I

BIDDERS	BOND	BASE BID	ALT 1	ALT 2	ALT 3
<u>BAKER INF.</u>		<u>\$1,249,478.35</u>			
<u>PETTINGT/SALMITT</u>		<u>\$1,204,528.90</u>			
<u>HASKELL CO.</u>		<u>\$1,448,633.00</u>			
<u>WR TOWNSEND</u>		<u>\$1,529,525.00</u>			
<u>UNITED BROS.</u>		<u>\$1,536,606.78</u>			
<u>? HUBBARD</u>		<u>\$2,211,042.70</u>			
<u>SOUTHERN DEV.</u>		<u>\$1,833,904.40</u>			
<u>CALLAWAY CONT.</u>		<u>\$1,237,370.44</u>			
<u>* J B COXWELL</u>		<u>\$1,210,520.00</u>			

Staff Assigned to Tabulate Bids and Make Recommendations:

<u>NAME</u>	<u>TITLE</u>
<u>SHAWN D THOMAS</u>	<u>ENGINEERING PROJECT MANAGER</u>
<u>Warren L. Dams</u>	<u>Sr. Project Manager</u>

RECOMMENDATION: J B Coxwell

02/27/2012

J.B. COXWELL CONTRACTING, INC.

Clay County
Bid Tabulation

Highridge Estates Dirt Road Paving
Phase I

Description: Construct 20' wide asphaltic concrete pavement on existing dirt roadways within the Highridge Estates subdivision. Grading of the sideslopes and swales, driveway / turnout construction, and drainage improvements are also included. Date: February 13, 2012

Pay Item	Description	Total Quantity	Unit	Unit Cost	Total Amount
101-1	MOBILIZATION	1	LS	107,034.66	107,034.66
102-1	MAINTENANCE OF TRAFFIC	1	LS	2,850.00	2,850.00
	EROSION CONTROL AND POLLUTION ABATEMENT	1	LS	6,040.00	6,040.00
104-10-3	SEDIMENT BARRIER	34,521	LF	0.70	24,164.70
107-2	MOWING	17.9	AC	106.00	1,897.40
110-1-1	CLEARING & GRUBBING	27.30	AC	515.60	14,075.88
110-7-1	MAILBOX, FURNISH & INSTALL SINGLE	32	EA	125.80	4,025.60
120-1	REGULAR EXCAVATION	17,219	CY	3.00	51,657.00
120-6	EMBANKMENT	3,152	CY	5.00	15,760.00
160-4	TYPE B STABILIZATION	67,620	SY	2.10	142,002.00
285-701	LIMEROCK BASE COURSE, 4"	2,554	SY	6.55	16,728.70
285-704	LIMEROCK BASE COURSE, 6"	44,830	SY	7.30	327,259.00
261-1	TURNOUT CONSTRUCTION	3,798	SY	6.45	24,497.10
	ASPHALT SURFACE COURSE, TYPE S-1 (1")	124	TN	90.20	11,184.80
	ASPHALT SURFACE COURSE, TYPE S-1 (1.5")	3,528	TN	90.20	318,225.60
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	2	EA	2,446.00	4,892.00
430-94-1	DESILTING PIPE, 0 - 24"	160	LF	5.25	840.00
430-175-201	PIPE CULVERT, OPT MATL, OTHER-ELLIP/ARCH, 0-24", S/CD	272	LF	39.45	10,730.40
430-984-625	MITERED END SECT, OPTIONAL ELLIPTICAL / ARCH, 18" SD	10	EA	684.40	6,844.00
524-1-1	CONCRETE DITCH PAVT, NON-REINFORCED, 3"	324	SY	30.00	9,720.00
530-3-4	RIPRAP - RUBBLE (DITCH LINING)	26.7	TN	88.65	2,366.96
550-10-910	FENCING, SPECIAL TYPE, 0.0-5.0, STANDARD	328	LF	8.40	2,755.20
570-1-1	PERFORMANCE TURF	58,146	SY	0.70	40,702.20
570-1-2	PERFORMANCE TURF, SOD	22,442	SY	2.75	61,715.50
700-20-40	SINGLE POST SIGN, RELOCATE	62	AS	41.15	2,551.30
TOTAL					1,210,520.00 ✓

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ONE MILLION TWO HUNDRED TEN THOUSAND FIVE HUNDRED TWENTY DOLLARS

ADD #1 2/5/12

Callaway Contracting, Inc.

Clay County
Bid Tabulation

Highridge Estates Dirt Road Paving
Phase I

Date: February 13, 2012

Description: Construct 20' wide asphaltic concrete pavement on existing dirt roadways within the Highridge Estates subdivision. Grading of the sideslopes and swales, driveway / turnout construction, and drainage improvements are also included.

Pay Item	Description	Total Quantity	Unit	Unit Cost	Total Amount
101-1	MOBILIZATION	1	LS	\$ 73,054.17	\$ 73,054.17
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 14,636.84	\$ 14,636.84
	EROSION CONTROL AND POLLUTION ABATEMENT	1	LS	\$ 3,726.00	\$ 3,726.00
104-10-3	SEDIMENT BARRIER	34,521	LF	\$ 0.84	\$ 28,997.64
107-2	MOWING	17.9	AC	\$ 69.39	\$ 1,242.08
110-1-1	CLEARING AND GRUBBING	27.30	AC	\$ 1,863.00	\$ 50,859.90
110-7-1	MAILBOX, FURNISH AND INSTALL SINGLE	32	EA	\$ 155.25	\$ 4,968.00
120-1	REGULAR EXCAVATION	17,219	CY	\$ 5.17	\$ 89,022.23
120-6	EMBANKMENT	3,152	CY	\$ 2.52	\$ 7,943.04
160-4	TYPE B STABILIZATION	67,620	SY	\$ 2.19	\$ 148,087.80
285-701	LIMEROCK BASE COURSE, 4"	2,554	SY	\$ 7.31	\$ 18,669.74
285-704	LIMEROCK BASE COURSE, 6"	44,830	SY	\$ 6.67	\$ 299,016.10
261-1	TURNOUT CONSTRUCTION	3,798	SY	\$ 6.05	\$ 22,977.90
	ASPHALT SURFACE COURSE, TYPE S-1 (1")	124	TN	\$ 93.25	\$ 11,563.00
	ASPHALT SURFACE COURSE, TYPE S-1 (1.5")	3,528	TN	\$ 93.25	\$ 328,986.00
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	2	EA	\$ 1,238.61	\$ 2,477.22
49-94-1	DESILTING PIPE, 0-24"	160	LF	\$ 10.13	\$ 1,620.80
490-175-201	PIPE CULVERT, OPT MATL, OTHER-ELLIP/ARCH, 0-24", S/CD	272	LF	\$ 54.86	\$ 14,921.92
430-984-625	MITERED END SECT, OPTIONAL ELLIPTICAL/ARCH, 18" SD	10	EA	\$ 1,497.14	\$ 14,971.40
524-1-1	CONCRETE DITCH PAVT, NON-REINFORCED, 3"	324	SY	\$ 56.21	\$ 18,212.04
530-3-4	RIPRAP - RUBBLE (DITCH LINING)	26.7	TN	\$ 110.60	\$ 2,953.02
550-10-910	FENCING, SPECIAL TYPE, 0.0-5.0, STANDARD	328	LF	\$ 7.02	\$ 2,302.56
570-1-1	PERFORMANCE TURF	58,146	SY	\$ 0.29	\$ 16,862.34
570-1-2	PERFORMANCE TURF, SOD	22,442	SY	\$ 2.15	\$ 48,250.30
700-20-40	SINGLE POST SIGN, RELOCATE	62	AS	\$ 178.20	\$ 11,048.40
Total					\$ 1,237,370.44

Bid No. 11/12-8, Highridge Estates Paving Phase I

CORPORATE DETAILS

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

COMPANY NAME: Callaway Contracting, Inc.

ADDRESS: 10950 New Berlin Rd
Jacksonville, FL 32226

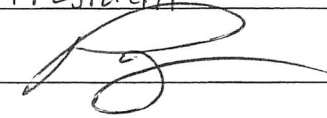
TELEPHONE: (904) 751-8944

FAX #: (904) 751-0940

E-MAIL: Pat@CallawayContracting.com

Name of Person submitting Bid: Pat Callaway


Title: President


Signature: 

Date: 2-27-12

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 2-15-12 Acknowledged by: 

Addendum No. 2 Date: 2-23-12 Acknowledged by: 

Addendum No. Date: Acknowledged by:

Clay County Bid Tabulation					
Highridge Estates Dirt Road Paving Phase I					
Description: Construct 20' wide asphaltic concrete pavement on existing dirt roadways within the Highridge Estates subdivision. Grading of the sideslopes and swales, driveway / turnout construction, and drainage improvements are also included.					Date: February 13, 2012
Pay Item	Description	Total Quantity	Unit	Unit Cost	Total Amount
101-1	MOBILIZATION	1	LS	115,549.86	115,549.86
102-1	MAINTENANCE OF TRAFFIC	1	LS	7,180.85	7,180.85
	EROSION CONTROL AND POLLUTION ABATEMENT	1	LS	726.80	726.80
104-10-3	SEDIMENT BARRIER	34,521	LF	1.16	40,044.36
107-2	MOWING	17.9	AC	158.94	2,845.03
110-1-1	CLEARING & GRUBBING	27.30	AC	354.28	9,671.84
110-7-1	MAILBOX, FURNISH & INSTALL SINGLE	32	EA	158.94	5,086.08
120-1	REGULAR EXCAVATION	17,219	CY	5.40	92,982.60
120-6	EMBANKMENT	3,152	CY	10.22	32,213.44
160-4	TYPE B STABILIZATION	67,620	SY	2.70	182,574.00
285-701	LIMEROCK BASE COURSE, 4"	2,554	SY	4.99	12,744.46
285-704	LIMEROCK BASE COURSE, 6"	44,830	SY	6.13	274,807.90
261-1	TURNOUT CONSTRUCTION	3,798	SY	4.71	17,888.58
	ASPHALT SURFACE COURSE, TYPE S-1 (1")	124	TN	91.34	11,326.16
	ASPHALT SURFACE COURSE, TYPE S-1 (1.5")	3,528	TN	91.34	322,247.52
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	2	EA	1,829.58	3,659.16
430-94-1	DESILTING PIPE, 0 - 24"	160	LF	9.80	1,568.00
430-175-201	PIPE CULVERT, OPT MATL, OTHER-ELLIP/ARCH, 0-24", S/CD	272	LF	59.90	16,292.80
430-984-625	MITERED END SECT, OPTIONAL ELLIPTICAL / ARCH, 18" SD	10	EA	1,267.98	12,679.80
524-1-1	CONCRETE DITCH PAVT, NON-REINFORCED, 3"	324	SY	35.84	11,612.16
530-3-4	RIPRAP - RUBBLE (DITCH LINING)	26.7	TN	129.21	3,449.91
550-10-910	FENCING, SPECIAL TYPE, 0.0-5.0, STANDARD	328	LF	14.70	4,821.60
570-1-1	PERFORMANCE TURF	58,146	SY	0.29	16,862.34
570-1-2	PERFORMANCE TURF, SOD	22,442	SY	2.04	45,781.68
700-20-40	SINGLE POST SIGN, RELOCATE	62	AS	78.41	4,861.42
TOTAL					\$ 1,249,278.35

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1,249,278.35

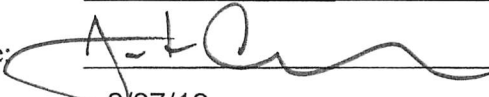
Bid No. 11/12-8, Highridge Estates Paving Phase I

CORPORATE DETAILS

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

COMPANY NAME: Baker Infrastructure Group, Inc.
ADDRESS: 249 Industry Place
Saint Augustine FL 32003

TELEPHONE: 904-824-9901
FAX #: 904-824-9601
E-MAIL: brian@rbbaker.com

Name of Person submitting Bid: John Cosgrove
Title: Vice President
Signature: 
Date: 2/27/12

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 2/15/12 Acknowledged by: JC
Addendum No. 2 Date: 2/23/12 Acknowledged by: JC
Addendum No. Date: Acknowledged by:

BID TABULATION
Bid #11/12-8 Highridge Estates Paving Phase 1
Schedule of Values

DESCRIPTION

CONSTRUCT 20' WIDE ASPHALTIC CONCRETE PAVEMENT ON EXISTING DIRT ROADWAYS WITHIN THE HIGHRIDGE ESTATES SUBDIVISION.
 GRADING OF THE SIDESLOPES AND SWALES, DRIVEWAY / TURNOUT CONSTRUCTION, AND DRAINAGE IMPROVEMENTS ARE ALSO INCLUDED

DATE: FEBRUARY 13, 2012

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
101-1	MOBILIZATION	1	LS	\$ 80,000.00	\$ 80,000.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 25,000.00	\$ 25,000.00
	EROSION CONTROL AND POLLUTION ABATEMENT	1	LS	\$ 12,000.00	\$ 12,000.00
104-10-3	SEDIMENT BARRIER	34521	LF	\$ 1.00	\$ 34,521.00
107-2	MOWING	17.9	AC	\$ 270.00	\$ 4,833.00
110-1-1	CLEARING AND GRUBBING	27.3	AC	\$ 1,750.00	\$ 47,775.00
110-7-1	MAILBOX, FURNISH & INSTALL SINGLE	32	EA	\$ 120.00	\$ 3,840.00
120-1	REGULAR EXCAVATION	17219	CY	\$ 5.00	\$ 86,095.00
120-6	EMBANKMENT	3152	CY	\$ 4.00	\$ 12,608.00
160-4	12" TYPE B STABILIZATION (LBR 40)	67620	SY	\$ 2.25	\$ 152,145.00
285-701	LIMEROCK BASE COURSE, 4"	2554	SY	\$ 8.80	\$ 22,475.20
285-704	LIMEROCK BASE COURSE, 6"	44830	SY	\$ 6.00	\$ 268,980.00
261-1	TURNOUT CONSTRUCTION	3798	SY	\$ 7.00	\$ 26,586.00
	ASPHALT SURFACE COURSE, TYPE S-1 (1")	124	TN	\$ 91.00	\$ 11,284.00
	ASPHALT SURFACE COURSE, TYPE S-1 (1½")	3528	TN	\$ 92.00	\$ 324,576.00
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	2	EA	\$ 1,250.00	\$ 2,500.00
430-94-1	DESILTING PIPE, 0-24"	160	LF	\$ 9.50	\$ 1,520.00
430-174-118	PIPE CULVERT, OPT MATL, OTHER-ELLIP/ARCH, 0-24", S/CD	272	LF	\$ 37.00	\$ 10,064.00
430-984-625	MITERED END SECTION, OPTIONAL ELLIPTICAL/ARCH, 18" SD	10	EA	\$ 960.00	\$ 9,600.00
524-1-1	CONCRETE DITCH PAVT, NON-REINFORCED, 3"	324	SY	\$ 37.00	\$ 11,988.00
530-3-4	RIPRAP-RUBBLE (DITCH LINING)	26.7	TN	\$ 75.00	\$ 2,002.50
550-10-910	FENCING, SPECIAL TYPE, 0-5', STANDARD	328	LF	\$ 11.00	\$ 3,608.00
570-1-1	PERFORMANCE TURF (SEED & MULCH)	58146	SY	\$ 1.50	\$ 87,219.00
570-1-2	PERFORMANCE TURF (SOD)	22442	SY	\$ 2.60	\$ 58,349.20
700-20-40	SINGLE POST SIGN, RELOCATE	62	AS	\$ 80.00	\$ 4,960.00
				TOTAL PRICE	\$ 1,304,528.90

COMPANY NAME: PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.

Bid No. 11/12-8, Highridge Estates Paving Phase I

CORPORATE DETAILS

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

COMPANY NAME: Petticoat-Schmitt Civil Contractors, Inc.

ADDRESS: 11025 Blasius Road

Jacksonville, FL 32226

TELEPHONE: 904-751-0888

FAX #: 904-751-0988

E-MAIL: rschmitt@petticoatschmitt.com

Name of Person submitting Bid: Ryan Schmitt


Title: President


Signature: 

Date: 2/27/12

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. #1 Date: 2/15/12 Acknowledged by: 

Addendum No. #2 Date: 2/23/12 Acknowledged by: 

Addendum No. Date: Acknowledged by:

The Haskell Company dba Tax Utilities Construction

Clay County Bid Tabulation					
Highridge Estates Dirt Road Paving Phase I					
Description: Construct 20' wide asphaltic concrete pavement on existing dirt roadways within the Highridge Estates subdivision. Grading of the sideslopes and swales, driveway / turnout construction, and drainage improvements are also included.					Date: February 13, 2012
Pay Item	Description	Total Quantity	Unit	Unit Cost	Total Amount
101-1	MOBILIZATION	1	LS	144,270.86	144,270.86
102-1	MAINTENANCE OF TRAFFIC	1	LS	17,610.00	17,610.00
	EROSION CONTROL AND POLLUTION ABATEMENT	1	LS	15,986.00	15,986.00
104-10-3	SEDIMENT BARRIER	34,521	LF	.68	23,474.28
107-2	MOWING	17.9	AC	107.50	1,924.25
110-1-1	CLEARING & GRUBBING	27.30	AC	883.00	24,105.90
110-7-1	MAILBOX, FURNISH & INSTALL SINGLE	32	EA	249.00	7,968.00
120-1	REGULAR EXCAVATION	17,219	CY	5.87	101,075.53
120-6	EMBANKMENT	3,152	CY	16.64	52,449.28
160-4	TYPE B STABILIZATION	67,620	SY	3.88	262,365.60
285-701	LIMEROCK BASE COURSE, 4"	2,554	SY	5.63	14,379.02
285-704	LIMEROCK BASE COURSE, 6"	44,830	SY	6.23	279,290.90
261-1	TURNOUT CONSTRUCTION	3,798	SY	10.60	40,258.80
	ASPHALT SURFACE COURSE, TYPE S-1 (1")	124	TN	92.82	11,509.68
	ASPHALT SURFACE COURSE, TYPE S-1 (1.5")	3,528	TN	92.82	327,468.96
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	2	EA	1,392.00	2,784.00
430-94-1	DESILTING PIPE, 0 - 24"	160	LF	17.52	2,803.20
430-175-201	PIPE CULVERT, OPT MATL, OTHER-ELLIPI/ARCH, 0-24", S/CD	272	LF	39.75	10,812.00
430-984-625	MITERED END SECT, OPTIONAL ELLIPTICAL / ARCH, 18" SD	10	EA	836.00	8,360.00
524-1-1	CONCRETE DITCH PAVT, NON-REINFORCED, 3"	324	SY	53.50	17,334.00
530-3-4	RIPRAP - RUBBLE (DITCH LINING)	26.7	TN	83.80	2,237.46
550-10-910	FENCING, SPECIAL TYPE, 0.0-5.0, STANDARD	328	LF	11.12	3,647.36
570-1-1	PERFORMANCE TURF	58,146	SY	.35	20,351.10
570-1-2	PERFORMANCE TURF, SOD	22,442	SY	2.28	51,167.76
700-20-40	SINGLE POST SIGN, RELOCATE	62	AS	80.63	4,999.06
TOTAL					1,448,633.00

G:\07-04807-048-05 HighridgeEstates\estimate\Cost.xls Bid Form Ph 1

Bid No. 11/12-8, Highridge Estates Paving Phase I

CORPORATE DETAILS

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

COMPANY NAME: The Haskell Company dba Jax Utilities Construction

ADDRESS: 5253 West 12th Street

Jacksonville, Florida 32254

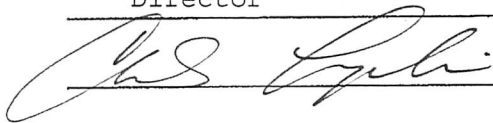
TELEPHONE: (904) 357-4950

FAX #: (904) 357-4977

E-MAIL: chad.cockrell@haskell.com

Name of Person submitting Bid: Charles Laughlin

Title: Director

Signature: 

Date: February 27, 2012

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 2-15-12 Acknowledged by: CL

Addendum No. 2 Date: 2-23-12 Acknowledged by: CL

Addendum No. Date: Acknowledged by:

Clay County Bid Tabulation					
Highridge Estates Dirt Road Paving Phase I					
Description: Construct 20' wide asphaltic concrete pavement on existing dirt roadways within the Highridge Estates subdivision. Grading of the sideslopes and swales, driveway / turnout construction, and drainage improvements are also included.					Date: February 13, 2012
Pay Item	Description	Total Quantity	Unit	Unit Cost	Total Amount
101-1	MOBILIZATION	1	LS	251,751.06	251,751.06
102-1	MAINTENANCE OF TRAFFIC	1	LS	28,900.00	28,900.00
	EROSION CONTROL AND POLLUTION ABATEMENT	1	LS	3,820.00	3,820.00
104-10-3	SEDIMENT BARRIER	34,521	LF	1.10	37,973.10
107-2	MOWING	17.9	AC	80.00	1,432.00
110-1-1	CLEARING & GRUBBING	27.30	AC	800.00	21,840.00
110-7-1	MAILBOX, FURNISH & INSTALL SINGLE	32	EA	160.00	5,120.00
120-1	REGULAR EXCAVATION	17,219	CY	7.50	129,142.50
120-6	EMBANKMENT	3,152	CY	22.60	71,865.60
160-4	TYPE B STABILIZATION	67,620	SY	2.50	169,050.00
285-701	LIMEROCK BASE COURSE, 4"	2,554	SY	8.35	21,325.90
285-704	LIMEROCK BASE COURSE, 6"	44,830	SY	6.80	304,844.00
261-1	TURNOUT CONSTRUCTION	3,798	SY	9.30	35,321.40
	ASPHALT SURFACE COURSE, TYPE S-1 (1")	124	TN	90.65	11,240.60
	ASPHALT SURFACE COURSE, TYPE S-1 (1.5")	3,528	TN	90.65	319,813.20
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	2	EA	1,460.00	2,920.00
430-94-1	DESILTING PIPE, 0 - 24"	160	LF	9.70	1,552.00
430-175-201	PIPE CULVERT, OPT MATL, OTHER-ELLIP/ARCH, 0-24", S/CD	272	LF	46.50	12,648.00
430-984-625	MITERED END SECT, OPTIONAL ELLIPTICAL / ARCH, 18" SD	10	EA	1,075.00	10,750.00
524-1-1	CONCRETE DITCH PAVT, NON-REINFORCED, 3"	324	SY	41.45	13,429.80
530-3-4	RIPRAP - RUBBLE (DITCH LINING)	26.7	TN	112.00	2,990.40
550-10-910	FENCING, SPECIAL TYPE, 0.0-5.0, STANDARD	328	LF	6.80	2,230.40
570-1-1	PERFORMANCE TURF	58,146	SY	0.24	13,955.04
570-1-2	PERFORMANCE TURF, SOD	22,442	SY	2.00	44,884.00
700-20-40	SINGLE POST SIGN, RELOCATE	62	AS	173.00	10,726.00
TOTAL					1,529,525.00

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Clay County
Bid Tabulation

United Brothers
Development Corp.

Highridge Estates Dirt Road Paving
Phase I

Date: February 13, 2012

Description: Construct 20' wide asphaltic concrete pavement on existing dirt roadways within the Highridge Estates subdivision. Grading of the sideslopes and swales, driveway / burnout construction and drainage improvements are also included.

Pay Item	Description	Quantity	Unit	Unit Cost	Total Amount
101-1	MOBILIZATION	1	LS	\$ 141,155.48	\$ 141,155.48
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 8,409.41	\$ 8,409.41
	EROSION CONTROL AND POLLUTION ABATEMENT	1	LS	\$ 1,395.89	\$ 1,395.89
104-10-3	SEDIMENT BARRIER	34,521	LF	\$ 1.57	\$ 54,197.97
107-2	MOWING	17.9	AC	\$ 301.27	\$ 5,392.73
110-1-1	CLEARING & GRUBBING	27.30	AC	\$ 2,682.15	\$ 73,222.70
110-7-1	MAILBOX, FURNISH & INSTALL SINGLE	32	EA	\$ 144.73	\$ 4,631.36
120-1	REGULAR EXCAVATION	17,219	CY	\$ 13.15	\$ 226,429.85
120-6	EMBANKMENT	3,152	CY	\$ 1.33	\$ 4,192.16
160-4	TYPE B STABILIZATION	67,620	SY	\$ 2.56	\$ 173,107.20
285-701	LIMEROCK BASE COURSE, 4"	2,554	SY	\$ 6.52	\$ 16,652.08
285-704	LIMEROCK BASE COURSE, 6"	44,830	SY	\$ 7.69	\$ 344,742.70
261-1	TURNOUT CONSTRUCTION	3,798	SY	\$ 7.42	\$ 28,181.16
	ASPHALT SURFACE COURSE, TYPE S-1 (1")	124	TN	\$ 89.10	\$ 11,048.40
	ASPHALT SURFACE COURSE, TYPE S-1 (1.5")	3,528	TN	\$ 88.89	\$ 313,603.92
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	2	EA	\$ 1,621.52	\$ 3,243.04
430-91-4	DESILTING PIPE, 0 - 24"	160	LF	\$ 7.10	\$ 1,136.00
430-176-201	PIPE CULVERT, OPT MATL, OTHER - ELLIP/ARCH, 0-24", S/CD	272	LF	\$ 34.84	\$ 9,476.48
430-984-626	MITERED END SECT, OPTIONAL ELLIPTICAL/ARCH, 18" SD	10	EA	\$ 1,137.03	\$ 11,370.30
524-1-1	CONCRETE DITCH PAVT, NON - REINFORCED, 3"	324	SY	\$ 54.82	\$ 17,761.68
530-3-4	RIPRAP - RUBBLE (DITCH LINING)	26.7	TN	\$ 86.22	\$ 2,302.07
550-10-910	FENCING, SPECIAL TYPE, 0.0 - 5.0, STANDARD	328	LF	\$ 12.55	\$ 4,116.40
570-1-1	PERFORMANCE TURF	58,146	SY	\$ 0.44	\$ 25,584.24
570-1-2	PERFORMANCE TURF, SOD	22,442	SY	\$ 2.28	\$ 51,167.76
700-20-40	SINGLE POST SIGN, RELOCATE	62	AS	\$ 65.90	\$ 4,085.80
TOTAL					\$ 1,536,606.78

Clay County
Bid Tabulation

Highridge Estates Dirt Road Paving
Phase I

Description: Construct 20' wide asphaltic concrete pavement on existing dirt roadways within the Highridge Estates subdivision. Grading of the sideslopes and swales, driveway / turnout construction, and drainage improvements are also included. Date: February 13, 2012

Pay Item	Description	Total Quantity	Unit	Unit Cost	Total Amount
101-1	MOBILIZATION	1	LS	\$183,290.00	\$183,290.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$67,100.00	\$67,100.00
	EROSION CONTROL AND POLLUTION ABATEMENT	1	LS	\$19,250.00	\$19,250.00
104-10-3	SEDIMENT BARRIER	34,521	LF	\$2.15	\$74,220.15
107-2	MOWING	17.9	AC	\$110.00	\$1,969.00
110-1-1	CLEARING & GRUBBING	27.30	AC	\$1,635.00	\$44,635.50
110-7-1	MAILBOX, FURNISH & INSTALL SINGLE	32	EA	\$250.00	\$8,000.00
120-1	REGULAR EXCAVATION	17,219	CY	\$14.75	\$253,980.25
120-6	EMBANKMENT	3,152	CY	\$3.10	\$9,771.20
160-4	TYPE B STABILIZATION	67,820	SY	\$3.75	\$253,575.00
285-701	LIMEROCK BASE COURSE, 4"	2,554	SY	\$9.50	\$24,263.00
285-704	LIMEROCK BASE COURSE, 6"	44,830	SY	\$7.50	\$336,225.00
261-1	TURNOUT CONSTRUCTION	3,798	SY	\$8.50	\$32,283.00
	ASPHALT SURFACE COURSE, TYPE S-1 (1")	124	TN	\$86.50	\$10,726.00
	ASPHALT SURFACE COURSE, TYPE S-1 (1.5")	3,528	TN	\$94.50	\$333,396.00
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	2	EA	\$1,750.00	\$3,500.00
430-94-1	DESILTING PIPE, 0 - 24"	160	LF	\$10.00	\$1,600.00
430-175-201	PIPE CULVERT, OPT MATL, OTHER-ELLIP/ARCH, 0-24", S/CD	272	LF	\$49.00	\$13,328.00
430-984-825	MITERED END SECT, OPTIONAL ELLIPTICAL / ARCH, 18" SD	10	EA	\$900.00	\$9,000.00
524-1-1	CONCRETE DITCH PAVT. NON-REINFORCED, 3"	324	SY	\$34.00	\$11,016.00
530-3-4	RIPRAP - RUBBLE (DITCH LINING)	26.7	TN	\$125.00	\$3,337.50
550-10-910	FENCING, SPECIAL TYPE, 0.0-5.0, STANDARD	328	LF	\$14.00	\$4,592.00
570-1-1	PERFORMANCE TURF	58,146	SY	\$0.95	\$55,238.70
570-1-2	PERFORMANCE TURF, SOD	22,442	SY	\$3.05	\$68,448.10
700-20-40	SINGLE POST SIGN, RELOCATE	62	AS	\$180.00	\$11,160.00
TOTAL					\$1,833,904.40

G:\07-049-07-048-05 Highridge Estates\Estimate\Final Bid Form Ph 1

Sayar Enterprises Inc. dba Southern Development Corp.

HUBBARD CONSTRUCTION CO.
 5154 EDWARD ST.
 JACKSONVILLE, FL 32254

Clay County
 Bid Tabulation

Highridge Estates Dirt Road Paving
 Phase I

Description: Construct 20' wide asphaltic concrete pavement on existing dirt roadways within the Highridge Estates subdivision. Date: February 13, 2012
 Grading of the sideslopes and swales, driveway / turnout construction, and drainage improvements are also included.

Pay Item	Description	Total Quantity	Unit	Unit Cost	Total Amount
101-1	MOBILIZATION	1	LS	\$ 200,000. ⁰⁰	\$ 200,000.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 65,000. ⁰⁰	65,000.00
	EROSION CONTROL AND POLLUTION ABATEMENT	1	LS	\$ 15,000. ⁰⁰	15,000.00
104-10-3	SEDIMENT BARRIER	34.521	LF	\$ 1.00	\$ 34,521.00
107-2	MOWING	17.9	AC	\$ 100.00	\$ 1,790.00
110-1-1	CLEARING & GRUBBING	27.30	AC	\$ 2,500.00	\$ 68,250.00
110-7-1	MAILBOX, FURNISH & INSTALL SINGLE	32	EA	\$ 125.00	\$ 4,000.00
120-1	REGULAR EXCAVATION	17,219	CY	\$ 22.00	\$ 378,818.00
120-6	EMBANKMENT	3,152	CY	\$ 70.00	\$ 220,640.00
160-4	TYPE B STABILIZATION	67,620	SY	\$ 3.00	\$ 202,860.00
285-701	LIMEROCK BASE COURSE, 4"	2,554	SY	\$ 10.00	\$ 25,540.00
285-704	LIMEROCK BASE COURSE, 6"	44,830	SY	\$ 11.00	\$ 493,130.00
261-1	TURNOUT CONSTRUCTION	3,798	SY	\$ 12.00	\$ 45,576.00
	ASPHALT SURFACE COURSE, TYPE S-1 (1")	124	TN	\$ 138.00	\$ 17,112.00
	ASPHALT SURFACE COURSE, TYPE S-1 (1.5")	3,528	TN	\$ 86.00	\$ 303,408.00
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	2	EA	\$ 3,000.00	\$ 6,000.00
430-94-1	DESILTING PIPE, 0 - 24"	160	LF	\$ 10.00	\$ 1,600.00
430-175-201	PIPE CULVERT, OPT MATL, OTHER-ELLIP/ARCH, 0-24", S/CD	272	LF	\$ 85.00	\$ 23,120.00
430-984-625	MITERED END SECT, OPTIONAL ELLIPTICAL / ARCH, 18" SD	10	EA	\$ 1,300.00	\$ 13,000.00
524-1-1	CONCRETE DITCH PAVT, NON-REINFORCED, 3"	324	SY	\$ 50.00	\$ 16,200.00
530-3-4	RIPRAP - RUBBLE (DITCH LINING)	26.7	TN	\$ 150.00	\$ 4,005.00
550-10-910	FENCING, SPECIAL TYPE, 0.0-5.0, STANDARD	328	LF	\$ 11.00	\$ 3,608.00
570-1-1	PERFORMANCE TURF	58,146	SY	\$ 0.25	\$ 14,536.50
570-1-2	PERFORMANCE TURF, SOD	22,442	SY	\$ 2.10	\$ 47,128.20
700-20-40	SINGLE POST SIGN, RELOCATE	62	AS	\$ 100.00	\$ 6,200.00

TOTAL \$ 2,211,042.70 ✓

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Bid No. 11/12-8, Highridge Estates Paving Phase I

CORPORATE DETAILS

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

COMPANY NAME: Hubbard Construction Company

ADDRESS: 1936 Lee Rd, Winter Park, FL 32789

TELEPHONE: 407-645-5500

FAX #: 407-623-3865

E-MAIL: fred.odea@hubbard.com

Name of Person submitting Bid: P. Frederick O'Dea, Jr.

Title: Secretary & VP

Signature: *P. Frederick O'Dea, Jr.*

Date: Feb. 27, 2012

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 2-15-12 Acknowledged by: *[Signature]*

Addendum No. 2 Date: 2-23-12 Acknowledged by: *[Signature]*

Addendum No. Date: Acknowledged by:

BID TABULATION FORM

Bid #11/12-8

Date: February 28, 2012

Project: Highridge Estates Paving Phase I

Time Opened: 1:05

Dates/Proof of Publication: Clay Today + Times Union 1-19-12

Time Closed: 1:15

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

Bidder	Copies	W-9	P O A	Ins	Adden	Bond	Total
1 Baker Infrastructure Inc	✓	✓	✓	✓	✓	✓	1,249,278.35
2 Petticoat-Schmitt	✓	✓	✓	✓	✓	✓	1,304,528.90
3 HASKELL Co DJA Tax Utl	✓	✓	✓	✓	✓	✓	1,448,633.00
4 WR Townsend Contr	✓	✓	✓	✓	✓	✓	1,529,525.00
5 United Brothers Dev	✓	✓	✓	✓	✓	✓	1,536,606.78
6 Hubbard Constr	✓	✓	✓	✓	✓	✓	2,211,042.70
7 Southern Development	✓	✓	✓	✓	✓	✓	1,833,904.40
8 Callaway Contr	✓	✓	✓	✓	✓	✓	1,237,370.44
9 JB Coxwell Inc	✓	✓	✓	✓	✓	✓	1,210,520.00
10							
11							
12							
13							
14							
15							

Revised
Total
1,249,478.35

Staff assigned to tabulate bids and make recommendations:

Shawn Thomas
Name

Engineering Project Manager
Title

Recommendations: Staff will review the bids and present a recommendation to the Budget, Finance and Personnel Committee for subsequent recommendation to the Board.

BID OPENING WITNESSED BY:

Donna Fish
(Board of Co Commissioner)

Joyce Sheruta
(Clerk)

Shawn Thomas
Department Representative

BFHS Committee Agenda

Meeting Date: 03/19/2012

Submitted By: Brenda Johns, Purchasing

Department: Purchasing

Information

Subject

Approval of FY 11/12 Funding Agreement for The Way Free Medical Clinic in an amount not to exceed \$9,000. The Clinic provides treatment to citizens of Clay County who would otherwise have no access to medical care. (S. Kopelousos/B. Johns)

Funding Source: 001-2505-582900
Grants in Aid- The Way Free Clinic

Background

na

Fiscal Impact

Amount Requested: 9000.00

Budgeted Y/N: y

Funding Source:

Funding Source: 001-2505-582900
Grants in Aid- The Way Free Clinic

Attachments

The Way Free Clinic Packet



**CLAY COUNTY
FLORIDA**

Purchasing Division

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:

Wendell D. Davis
District 1

Douglas P. Conkey
District 2

W. Travis Cummings
District 3

T. Chereese Stewart
District 4

Ronnie E. Robinson
District 5

Switchboard:

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

www.claycountygov.com

March 15, 2012

TO: COUNTY MANAGER KOPELOUSOS
FROM: BRENDA JOHNS, CONTRACTS COORDINATOR
RE: Budget Finance & Human Services Meeting 3/19/12

Please place the following item on the Agenda for the above meeting:

Approval of FY 11/12 Funding Agreement for the Way Free Medical Clinic in an amount not to exceed \$9,000. The Clinic provides treatment to citizens of Clay County who would otherwise have no access to medical care. (S. Kopelousos/B. Johns)

**Funding Source: 001-2505-582900
Grants in Aid- The Way Free Clinic**

/bj

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	March 8, 2012	
Staff Member Preparing Form:	Brenda Johns	
Department Submitting Contract:	County Attorney's Office	
Vendor Name:	The Way Free Medical Clinic	
Contract Title:	2011-12 Funding Agreement	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	<input checked="" type="radio"/> Y	<input type="radio"/> N
2. Renewal/Amend./Supplement	<input type="radio"/> Y	<input checked="" type="radio"/> N
3. Sole Source **(explain below)	<input type="radio"/> Y**	<input checked="" type="radio"/> NA
4. Quotes/bid policy met	<input checked="" type="radio"/> Y	<input type="radio"/> N
5. Need to waive bid policy	<input type="radio"/> Y	<input checked="" type="radio"/> N
6. Automatic renewal	<input type="radio"/> n/a	<input checked="" type="radio"/> N
7. Standard Addendum Executed	<input type="radio"/> Y	<input checked="" type="radio"/> N
8. Advance Payment Required	<input type="radio"/> Y	<input checked="" type="radio"/> N
9. Contract Amount (*Detail negotiation efforts below)	not to exceed \$9,000	
10. Last Year's Price (*If increase explain below)		
11. Date of Original Contract		
12. Number of Renewals		
13. Length of Term	through 9/30/12	
Agreement Purpose: To provide treatment to citizens of Clay County who would otherwise have no access to medical care		
Funding Source		
Account Number: 001-2505-582900		
Account Name: Grants In Aid-The Way Free Clinic		
COMMENTS:		

Approvals

Purchasing:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	
<i>bj</i>		
<i>3/8/12</i>		

Recommended Changes: _____

Budget:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	
<i>[Signature]</i>		
<i>3-8-12</i>		

County Attorney	No Changes	With Changes
Review Date:		
<i>Prepared By Legal</i>		

*Price Negotiation Efforts: _____

Finance:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	
<i>[Signature]</i>		
<i>3/8/12</i>		

** Sole Source Explanation: _____

CLAY COUNTY
BOARD OF COMMISSIONERS
FINANCE DEPT.

2012 MAR - 8 P 4: 03

RECEIVED

In Re Clay County Agreement/Contract No. 2009/10-___

**2011-12 Funding Agreement
[The Way Free Medical Clinic, Inc.]**

This 2010-11 Funding Agreement (this Agreement) is made and entered into by and between Clay County, a political subdivision of the State of Florida (the County), and The Way Free Medical Clinic, Inc., a Florida non-profit corporation (the Clinic), as of the ___ day of _____, 2012.

Recitals

WHEREAS, a large segment of the Clay County population goes without needed medical care and treatment due to lack of health insurance and financial need; and,

WHEREAS, the Clinic's mission is to provide citizens of Clay County who would otherwise be unable to obtain needed medical care and treatment with access to doctors, medical tests, and specialists; and,

WHEREAS, the Clinic provides medical care and treatment to Clay County citizens through a network of volunteer physicians, nurses, administrators, and translators; and,

WHEREAS, the Clay County Board of County Commissioners (the Board) has determined that, with financial assistance, the Clinic possesses the commitment, personnel, organization, resources and institutional relationships appropriate for carrying out its mission; and,

WHEREAS, the Board has determined that providing such financial assistance to the Clinic will serve a public purpose sufficient to justify the expenditure of County funds and resources; and,

WHEREBY, the Board desires to commit to funding of the Clinic's efforts under the terms and conditions of this Agreement.

W I T N E S S E T H

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

1. The term of this Agreement shall commence and be effective as of October 1, 2011, and end at midnight on September 30, 2012, unless sooner terminated as provided in this Agreement.

2. During the term of this Agreement, the Clinic shall provide the following services for the benefit of County citizens (the Services):

- (a) Obstetrical services through the Birth and Beyond Clinic;
- (b) Radiology services through Mori, Bean & Brooks, P.A.;
- (c) Hospital services through Orange Park Medical Center and St. Vincent's Medical Center; and
- (d) Bi-monthly general medicine clinic and obstetrical clinic.

3. The Clinic shall ensure that all Services are provided by properly licensed and credentialed professionals as required by law, or as otherwise may be appropriate, who are employed by the Clinic or who are under contract to the Clinic.

4. The County shall provide funds not to exceed \$9,000.00 (the Funding Allocation) for operational expenses incurred by the Clinic in directly providing the Services through its contractors and employees (the Operational Expenses) and for certain Reimbursable Expenses incurred by the Clinic as described in paragraph 2 during the term of this Agreement.

5. Subject to the limitations set forth in this paragraph and paragraph 7, the County shall pay the Clinic on a reimbursement basis for Operational Expenses incurred by the Clinic for Services provided directly by the Clinic through its employees and shall reimburse the Clinic for the expenses incurred and paid by the Clinic in contracting for Services through a third party (Reimbursable Expenses). The first statement submitted under this Agreement may contain Operational Expenses and Reimbursable Expenses incurred between October 1, 2011 and the last day of the calendar month immediately preceding the statement. Each subsequent statement shall contain only those Operational Expenses and Reimbursable Expenses incurred between the first day of the calendar month in which a statement was most recently submitted and the last day of the calendar month immediately preceding the statement. Statements may not be submitted more frequently than once per calendar month. Each statement shall include a detailed itemization of the Services provided, the Operational Expenses and Reimbursable Expenses incurred, and proof of prior payment-in-full by the Clinic for all Reimbursable Expenses. The Clinic shall promptly submit to the County such information and supporting documentation with respect to any statement as the County's Finance Department may reasonably request. None of the Funding Allocation may be applied to Services, Operational Expenses, or Reimbursable Expenses provided and incurred outside the term of this Agreement. Statements may not be submitted to the County after October 31, 2012 for payment or reimbursement from the Funding Allocation, and the County shall have no obligation to pay for Operational Expenses and Reimbursable Expenses included in any statement submitted after October 31, 2012. Notwithstanding any provision of this Agreement to the contrary, the total amount of all Operational Expenses and Reimbursable Expenses payable by the County to the Clinic under this Agreement shall not exceed the Funding Allocation. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

6. Operational Expenses or Reimbursable Expenses submitted to the County for payment shall not be subject to any handling fee, processing fee, surcharge, or other mark-up.

7. The Clinic shall not submit any Operational Expense or Reimbursable Expense that has been paid or reimbursed by the County to any other funding source for payment or reimbursement. This provision shall survive the termination or expiration of this Agreement.

8. The Clinic shall maintain all records and documents applicable to the Services, the Operational Expenses and Reimbursable Expenses, and to the Clinic's performance under this Agreement for a minimum of three years from the date that final payment under this Agreement is received from the County, and shall be available for audit and public disclosure upon request of duly authorized persons. The Clinic shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to such records and documents.

9. The Clinic shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. If the Clinic attempts to assign any such rights or duties without securing such prior written permission, the County may terminate this Agreement.

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

11. The Clinic shall be responsible for obtaining, at its sole expense, any license which may be required for providing the Services, and shall provide copies of such license to the County upon request.

12. The Clinic is an independent contractor under this Agreement. None of the principals or employees of the Clinic shall be regarded as employees of the County for purposes of this Agreement.

13. The Clinic shall defend, protect, indemnify and hold harmless the County and all its principals, employees, officers, agents and servants (collectively, the Indemnitees), from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorneys' fees and court costs, asserted against the Indemnitees or any of them by reason of injury to the persons or property of others, including any person provided Services by or through the Clinic, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to the Clinic in the performance of its duties and obligations under this Agreement, or to any of the employees, officers, agents or servants, or to any subcontractor of the Clinic.

14. The Clinic shall procure and maintain throughout the term of this Agreement insurance of the following types and minimum limits:

<u>Insurance Type</u>	<u>Limits</u>
Workers Compensation	Florida Statutory Coverage
Commercial General Liability (including premises operations, and contractual liability)	\$3,000,000 General Aggregate \$2,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expenses
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit
Professional Liability	\$3,000,000

The Professional Liability coverage referenced above must be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the date first written above and with a three year reporting option beyond the annual expiration date of the policy. All of the insurance referenced above shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the County. Such insurance shall be written by an insurer with an A.M. Best Rating of A X or better. Notwithstanding anything in this Agreement to the contrary, the Clinic's liabilities under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Neither approval nor failure to disapprove insurance furnished by the Clinic shall relieve the Clinic from the responsibility to provide insurance as provided herein. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

15. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

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

17. The Recitals set forth hereinabove form an integral part of this Agreement. When construing this Agreement, all resort shall be had to the Recitals to the extent necessary to give the fullest effect to the manifest intent of the parties set forth in this Agreement.

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

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

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

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

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

23. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no purported amendment or modification of this Agreement shall be binding upon either party unless the same has been reduced to a writing executed on behalf of each.

24. Each of the parties hereto has had the full and complete opportunity to participate in the negotiation and drafting of this Agreement, and to seek the advice of counsel of such party's choosing in connection therewith. Accordingly, neither this Agreement nor any of its provisions shall be construed against one party or in favor of such party by reason of such party's participation or lack of participation in the negotiation and drafting of this Agreement.

25. The Clay County Standard Addendum to All Contracts and Agreements is attached hereto and incorporated by reference herein.

26. Either party may declare this Agreement terminated with or without cause. If with cause, termination shall be effective immediately upon written notice. If without cause, termination shall be effective upon a date specified in a written notice that is no sooner than thirty calendar days immediately following the date of such notice. The provisions of paragraphs 2, 5-8, and 13-25 shall survive any such termination, as shall any obligation on the part of the County to pay the Clinic for Operational Expenses incurred by the Clinic in directly providing Services through its employees, and Reimbursable Expenses incurred by the Clinic prior to the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first above-written.

County:

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

By: _____
Douglas P. Conkey
Its Chairman

ATTEST:

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

The Way Free Medical Clinic:

The Way Free Medical Clinic, Inc., a Florida non-profit corporation

By: _____
Christy Fitzgerald
Its Executive Director

contract/the way free medical clinic funding agreement-11-12

**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: _____
Douglas P. Conkey
Its Chairman

CONTRACTOR:

The Way Free Medical Clinic, Inc., a Florida non-profit corporation

By: _____
Christy Fitzgerald
Its Executive Director

BFHS Committee Agenda

Meeting Date: 03/19/2012

Submitted By: Brenda Johns, Purchasing

Department: Purchasing

Information

Subject

Approval of FY 11/12 Funding Agreement for Clay & Baker Kids Net in the amount of \$50,000 to provide supervision and management of children placed in foster care and institutional care programs. (S. Kopelousos/B. Johns)

Funding Source: 001-2505-582000
Grants in Aid- Clay & Baker Kids Net

Background

na

Fiscal Impact

Amount Requested: 50000.00

Budgeted Y/N: y

Funding Source:

Funding Source: 001-2505-582000
Grants in Aid- Clay & Baker Kids Net

Attachments

Clay & Baker Kids Net Packet



**CLAY COUNTY
FLORIDA**

Purchasing Division
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:
Wendell D. Davis
District 1

Douglas P. Conkey
District 2

W. Travis Cummings
District 3

T. Chereese Stewart
District 4

Ronnie E. Robinson
District 5

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

www.claycountygov.com

March 15, 2012

TO: COUNTY MANAGER KOPELOUSOS
FROM: BRENDA JOHNS, CONTRACTS COORDINATOR
RE: Budget Finance & Human Services Meeting 3/19/12

Please place the following item on the Agenda for the above meeting:

Approval of FY 11/12 Funding Agreement for Clay & Baker Kids Net in the amount of \$50,000 to provide supervision and management of children placed in foster care and institutional care programs. (S. Kopelousos/B. Johns)

**Funding Source: 001-2505-582000
Grants in Aid- Clay & Baker Kids Net**

/bj

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	March 8, 2012	
Staff Member Preparing Form:	Brenda Johns	
Department Submitting Contract:	County Attorney's Office	
Vendor Name:	Clay & Baker Kids Net	
Contract Title:	2011-12 Children Services Funding Agreement	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	<input checked="" type="radio"/> Y	<input type="radio"/> N
2. Renewal/Amend./Supplement	<input type="radio"/> Y	<input checked="" type="radio"/> N
3. Sole Source **(explain below)	<input checked="" type="radio"/> Y**	<input checked="" type="radio"/> NA
4. Quotes/bid policy met	<input checked="" type="radio"/> Y	<input type="radio"/> N
5. Need to waive bid policy	<input type="radio"/> Y	<input checked="" type="radio"/> N
6. Automatic renewal	<input type="radio"/> n/a	<input checked="" type="radio"/> N
7. Standard Addendum Executed	<input type="radio"/> Y	<input checked="" type="radio"/> N
8. Advance Payment Required	<input type="radio"/> Y	<input checked="" type="radio"/> N
9. Contract Amount (*Detail negotiation efforts below)		\$50,000
10. Last Year's Price (*If increase explain below)		\$54,000
11. Date of Original Contract		
12. Number of Renewals		
13. Length of Term through 9/30/12		
Agreement Purpose: To provide supervision & management of children placed in foster care and institutional care programs		
Funding Source		COMMENTS:
Account Number: 001-2505-582000		
Account Name: Grants In Aid - <i>Clay & Baker Kids Net</i>		

Approvals

Purchasing: <i>bj</i>	No Changes	With Changes
Review Date: <i>3/8/12</i>	<input checked="" type="checkbox"/>	

Recommended Changes: _____

Budget: <i>QA</i>	No Changes	With Changes
Review Date: <i>3-8-12</i>	<input checked="" type="checkbox"/>	

County Attorney	No Changes	With Changes
Review Date: <i>Prepared By Legal</i>		

*Price Negotiation Efforts: _____

Finance: <i>[Signature]</i>	No Changes	With Changes
Review Date: <i>3/8/12</i>	<input checked="" type="checkbox"/>	

** Sole Source Explanation: _____

Clay County Agreement/Contract No. 2011/12-___

**2011-12 Children Services Funding Agreement
[Clay & Baker Kids Net, Inc.]**

This 2011-12 Children Services Funding Agreement (this Agreement) is made and entered into by and between Clay County, a political subdivision of the State of Florida (the County), and Clay & Baker Kids Net, Inc., a Florida non-profit corporation (Kids Net), as of the 1st day of October, 2011.

Recitals

WHEREAS, owing to their nonage, emotional immaturity, lack of personal resources, and legal incapacity, children are among the most vulnerable and defenseless citizens within the community; and,

WHEREAS, children who are homeless, or who are managed through alternative-care placement programs, or who reside in institutional settings or other non-traditional custodial circumstances, or who live with other family members in dysfunctional or nonfunctional homes are susceptible to neglect, psychological trauma, abuse, truancy, academic under-achievement, delinquency, social alienation, and behavioral patterns and associations that place many at significant risk of remaining dependant into adulthood, of developing emotional and personality disorders, of becoming marginally employable, and of turning to crime and anti-social conduct for subsistence and survival; and,

WHEREAS, intervention and prevention are the first line of defense in protecting children trapped in living conditions that are substandard or suboptimal for positive socialization and the development of healthy minds and bodies; and,

WHEREAS, Kids Net was organized for the purpose of providing resources and professional oversight for the supervision and management of children placed in foster and institutional care programs, and who are otherwise at-risk by reason of their home life; and,

WHEREAS, the mission of Kids Net, as set forth in its Amended and Restated Articles of Incorporation, is “[t]o provide for foster care placement, case management, adoption, physical and emotional support and be a liaison with the health department for children”; and,

WHEREAS, the Board of County Commissioners (the Board) of the County recognizes its responsibility on behalf of the community and children at-risk to promote and support the intervention and prevention efforts of organizations such as Kids Net; and,

WHEREAS, the Board has determined that, with financial assistance, Kids Net possesses the commitment, personnel, organization, resources and institutional relationships appropriate for carrying out its mission; and,

WHEREAS, the Board has determined that providing such financial assistance to Kids Net will serve a public purpose sufficient to justify the expenditure of County funds and resources hereunder; and,

WHEREBY, the Board desires hereby to commit to funding of Kids Net's efforts under the terms and conditions of this Agreement.

W I T N E S S E T H

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

1. The term of this Agreement shall commence as of October 1, 2011, and end at midnight on September 30, 2012, unless sooner terminated as provided elsewhere in this Agreement.
2. During the term of this Agreement, Kids Net shall provide the following services for the benefit of at-risk children within the County, including children who have reached the age of majority (the Services):
 - (a) Protective supervision of children in the foster care system.
 - (b) Case management/adoption case management for children.
 - (c) The Independent Living program for children who have reached the age of 18 years.
 - (d) The placement services of children in emergency shelter.
 - (e) The development and implementation of a comprehensive network of service providers and resources that include the purchase and provision of in-home parenting, parenting groups, supervised visitation, and preservation and reunification services.
3. Kids Net shall apply for and actively pursue grants from state, federal and private agencies for funding its operations and the Services.
4. Kids Net shall ensure that all Services are provided by properly licensed and credentialed professionals as required by law, or as otherwise may be appropriate, who are employed by Kids Net or who are under contract to Kids Net.
5. The County shall provide funds in a total amount not to exceed \$50,000.00 (the Funding Allocation) for operational expenses incurred by Kids Net in providing the Services (the Operational Expenses) and for certain Reimbursable Expenses incurred by Kids Net as described

in paragraph 6 hereof during the period commencing October 1, 2011, and running through September 30, 2012.

6. Subject to the limitations set forth in this paragraph and paragraphs 5 and 7 hereof, the County shall pay Kids Net in arrears for Operational Expenses incurred by Kids Net for Services provided directly by Kids Net through its employees, and shall reimburse Kids Net for the expenses incurred and paid by Kids Net in contracting for Services through a third party (Reimbursable Expenses). No more frequently than once each calendar month, commencing with the month of November of 2011, Kids Net shall submit to the County a statement for Operational Expenses incurred by Kids Net in directly providing Services through its employees, and Reimbursable Expenses incurred and paid by Kids Net during the calendar month immediately preceding the statement. Each statement shall include a detailed itemization of the Services provided, and the Operational Expenses and Reimbursable Expenses incurred, and proof of prior payment-in-full by Kids Net for all Reimbursable Expenses. In support of any statement Kids Net shall promptly submit to the County such information and supporting documentation as the County's Finance Department may reasonably request. None of the Funding Allocation may be applied to Services, Operational Expenses and Reimbursable Expenses provided and incurred prior to October 1, 2011, or after September 30, 2012. No statement for Operational Expenses and Reimbursable Expenses may be submitted to the County after October 31, 2012, for payment or reimbursement from the Funding Allocation, nor shall the County have any obligation to pay for Operational Expenses and Reimbursable Expenses included in a statement submitted to the County after October 31, 2012. Any other provisions of this Agreement to the contrary notwithstanding, the total amount of all Operational Expenses and Reimbursable Expenses payable by the County to Kids Net under this Agreement shall not exceed the Funding Allocation. Any other provisions of this Agreement to the contrary notwithstanding, the maximum sum payable by the County under this Agreement for the cumulative total of all Operational Expenses and Reimbursable Expenses shall never exceed the amount of the Funding Allocation. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

7. The County shall have no obligation to pay or reimburse any costs or expenses incurred by Kids Net unless the same are for Operational Expenses incurred by Kids Net for Services provided directly by Kids Net through its employees, or for Reimbursable Expenses. No payment shall be made for Operational Expenses or Reimbursable Expenses if Kids Net has not made prior payment-in-full of the same. No Operational Expenses or Reimbursable Expenses submitted to the County for payment shall be subject to any handling fee, processing fee, surcharge or other mark-up.

8. The County shall make all payments on all statements in accordance with the Local Government Prompt Payment Act.

9. Kids Net shall maintain all records and documents applicable to the Services, the Operational Expenses and the Reimbursable Expenses, and to Kids Net's performance under this Agreement for a minimum of three years from the date that final payment under this Agreement is received from the County, and shall be available for audit and public disclosure upon request

of duly authorized persons. Kids Net shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to such records and documents.

10. Kids Net shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. If Kids Net attempts to assign any such rights or duties without securing such prior written permission, this Agreement may be declared terminated by the County.

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

12. At its sole expense Kids Net shall be responsible for obtaining any license and/or licenses which may be required for providing the Services, and shall provide copies of such license/licenses to the County upon request.

13. Kids Net is an independent contractor under this Agreement. None of the principals or employees of Kids Net shall be regarded as employees of the County for purposes of this Agreement.

14. Kids Net shall defend, protect, indemnify and hold harmless the County and all its principals, employees, officers, agents and servants (collectively, the Indemnitees), from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorneys' fees and court costs, asserted against the Indemnitees or any of them by reason of injury to the persons or property of others, including any person provided Services by or through Kids Net, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to Kids Net in the performance of its duties and obligations under this Agreement, or to any of the employees, officers, agents or servants, or to any subcontractor of Kids Net.

15. Kids Net shall procure and maintain throughout the term of this Agreement insurance of the following types and minimum limits:

<u>Insurance Type</u>	<u>Limits</u>
Workers Compensation	Florida Statutory Coverage
Commercial General Liability (including premises operations,	\$3,000,000 General Aggregate \$2,000,000 Products/Comp.Ops.Agg.

and contractual liability)	\$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expenses
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit
Professional Liability	\$3,000,000

The Professional Liability coverage referenced above must be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the date first written above and with a three year reporting option beyond the annual expiration date of the policy. All of the insurance referenced above shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the County. Such insurance shall be written by an insurer with an A.M. Best Rating of A X or better. Anything in this Agreement to the contrary notwithstanding, the liabilities of Kids Net under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Neither approval nor failure to disapprove insurance furnished by the Kids Net shall relieve Kids Net from the responsibility to provide insurance as provided herein.

16. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

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

18. The Recitals set forth hereinabove form an integral part of this Agreement. When construing this Agreement, all resort shall be had to the Recitals to the extent necessary to give the fullest effect to the manifest intent of the parties set forth in this Agreement.

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

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

21. This Agreement shall be governed and construed under and pursuant to the laws of the State of Florida, and the United States of America. Unless the parties otherwise agree, the

venue of any action or proceeding brought under the provisions of this Agreement shall be Clay County, Florida.

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

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

24. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no purported amendment or modification of this Agreement shall be binding upon either party unless the same has been reduced to a writing executed on behalf of each.

25. Each of the parties hereto has had the full and complete opportunity to participate in the negotiation and drafting of this Agreement, and to seek the advice of counsel of such party's choosing in connection therewith. Accordingly, neither this Agreement nor any of its terms, conditions, provisions and covenants shall be construed against one party or in favor of such party by reason of such party's participation or lack of participation in the negotiation and drafting of this Agreement.

26. The Standard Addendum attached hereto is incorporated by reference herein.

27. Either party may declare this Agreement terminated with or without cause. If with cause, termination shall be effective immediately upon written notice. If without cause, termination shall be effective upon a date specified in a written notice that is no sooner than thirty calendar days immediately following the date of such notice. The provisions of paragraph 2, paragraphs 7 through 9, paragraph 14, and paragraphs 16 through 26 shall survive any such termination, as shall any obligation on the part of the County to pay Kids Net for Operational Expenses incurred by Kids Net in directly providing Services through its employees, and Reimbursable Expenses incurred by Kids Net prior to the effective date of such termination.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first above-written.

County:

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

By: _____
Douglas P. Conkey
Its Chairman

ATTEST:

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

Kids Net:

Clay & Baker Kids Net, Inc., a Florida non-profit corporation

By: _____
Irene M. Toto
Its Chief Executive Officer

**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 limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.

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 COUNTY:

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

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

By: _____
Douglas P. Conkey
Its Chairman

CONTRACTOR:

Clay & Baker Kids Net, Inc., a Florida non-profit corporation

By: _____
Irene M. Toto
Its Chief Executive Officer

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AND AGREEMENTS**

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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.

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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]:

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Form date 11/23/93
Revised 12/1/93; 11/14/96; 10/10/05; 09-27-06

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:

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

ATTEST FOR CLAY COUNTY:

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

By: _____
Douglas P. Conkey
Its Chairman

CONTRACTOR:

By: _____
Its _____ President

(Corporate Seal)

BFHS Committee Agenda

Meeting Date: 03/19/2012

Submitted For: Karen Thomas

Submitted By: Donna Fish, Purchasing

Department: Purchasing

Information

Subject

Recommend approval to post notice of intent and to award Bid No. 11/12-11 Wetland Mitigation Provider for C.R. 209 Improvements to Florida Mitigation Providers/Loblolly Mitigation Preserve, LLC. Approval will be effective after 72 hour bid protest period has expired and assuming no protests are received.

Submittals are available for review in the Purchasing Division.

Funding Source: 305-6013-563000

Attachments

1112-11FC031912



**CLAY COUNTY
FLORIDA**

Purchasing Division

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:

Wendell D. Davis
District 1
Douglas P. Conkey
District 2
W. Travis Cummings
Chairman, District 3
T. Chereese Stewart
District 4
Ronnie E. Robinson
District 5

Switchboard:

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

www.claycountygov.com

March 15, 2012

MEMO TO: Stephanie Kopelousos
County Manager

FROM: Karen Thomas
Purchasing Manager

SUBJECT: Budget, Finance & Human Services Agenda, March 19, 2012

Item: Bid No. 11/12-11 Wetland Mitigation Provider for C.R. 209
Improvements

Recommend approval to post notice of intent and to award Bid No. 11/12-11 Wetland Mitigation Provider for C.R. 209 Improvements to Florida Mitigation Providers/Loblolly Mitigation Preserve, LLC. Approval will be effective after 72 hour bid protest period has expired and assuming no protests are received. Submittals are available for review in the Purchasing Department.

Funding Source: 305-6013-563000

Att. 1 – Staff Recommendation Sheet
2 – Bid Tabulation Sheet

/df

Karen Thomas

BID RECOMMENDATIONS

March 13, 2012

Bid #11/12-11

Wetland Mitigation Provider for C.R. 209 Improvements

BIDDERS	BOND	BASE BID	ALT 1	ALT 2	ALT 3
REINHOLD CORP		\$63,600.00			
FLORIDA MIT PROVIDERS		\$48,750.00			

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME	TITLE
SHAWN THOMAS	ENGINEERING PROJECT MANAGER

RECOMMENDATION: STAFF RECOMMENDS APPROVAL
OF FLORIDA MITIGATION PROVIDERS AS LOW
BID.

BID PROPOSAL FORM

Bid # 11/12-11 Wetland Mitigation Provider for C.R. 209 Improvements

TOTAL BID PRICE: \$63,600.00

TOTAL WRITTEN IN WORDS: SIXTY THREE THOUSAND SIX HUNDRED DOLLARS AND NO CENTS

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

INDICATE: X (UMAM) Uniform Mitigation Assessment Method
(WRAP) Wetland Rapid Assessment Procedure

SHOULD CHANGES BE NEEDED, A PER STATE AND FEDERAL CREDIT
\$ 106,000 - UMAM PRICE FOR 1 CREDIT

CORPORATE DETAILS

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

COMPANY NAME: Reinhold Corporation

ADDRESS: 1845 Town Center Boulevard
Suite 105

Orange Park, FL 32003

TELEPHONE: 904-269-5857

FAX #: 904-269-8382

E-MAIL: gegan@reinholdcorporation.com

Name of Person submitting Bid: George Egan

Title: President

Signature: *George M. Egan*

Date: March 1, 2012

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 PROPOSAL FORM

Bid # 11/12-11 Wetland Mitigation Provider for C.R. 209 Improvements

TOTAL BID PRICE: 348,750.00

TOTAL WRITTEN IN WORDS: Forty-Eight Thousand Seven Hundred Fifty and no/100 Dollars

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

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

SHOULD CHANGES BE NEEDED, A PER STATE AND FEDERAL CREDIT \$32,500.00 each

CORPORATE DETAILS

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

COMPANY NAME: Loblolly Mitigation Preserve, LLC

ADDRESS: 3168 US Hwy 17 S, Suite E
Fleming Island, FL 32

TELEPHONE: 904-821-4322

FAX #: 904-224-0056

E-MAIL: ernest@flmitigation.com

Name of Person submitting Bid: Ernest Hale

Title: Manager

Signature: [Signature]

Date: 3-9-12

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 3-2-12 Acknowledged by: [Signature]
Addendum No. Date: Acknowledged by:
Addendum No. Date: Acknowledged by:

BID TABULATION FORM

Bid #11/12-11

Date: March 13, 2012

Project: Wetland Mitigation Provider for C.R. 209 Improvements

Time Opened: 1:00 pm

Dates/Proof of Publication: CLAY TODAY 2-9-12

Time Closed: 1:05 pm

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

Bidder	Copies	W-9	P O A	Ins	Adden	Bond	Total
1 Reinhold Corp	✓	✓		✓		3,180.00	\$63,600.00
2 Florida Mitigation Prov		✓		✓	✓	2,437.50	\$48,750.00
3							
4							
5 Aquatic Plants of FL			NO		BID		
6 Charles Aquatics			NO		BID		
7							
8							
9							
10							
11							
12							
13							
14							
15							

Staff assigned to tabulate bids and make recommendations:

SHAWN D THOMAS
Name

ENG. PROJECT MANAGER
Title

Recommendations: Staff will review the bids and present a recommendation to the Budget, Finance and Personnel Committee for subsequent recommendation to the Board.

BID OPENING WITNESSED BY:

Donna Fish
(Board of Co Commissioner)

Joyce Sheraton
(Clerk)

Shawn D Thomas
Department Representative

BFHS Committee Agenda

Meeting Date: 03/19/2012

Submitted For: Karen Thomas

Submitted By: Donna Fish, Purchasing

Department: Purchasing

Information

Subject

Recommend approval to post notice of intent and to award Bid No. 11/12-9 Redi-Mix Concrete to Hard-Rock Materials, Inc. Approval will be effective after 72 hour bid protest period has expired and assuming no protests are received. Submittals are available for review in the Purchasing Division.
Funding Source: 101-3701-553000

Attachments

1112-9FC031912



**CLAY COUNTY
FLORIDA**

Purchasing Division

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:

Wendell D. Davis
District 1
Douglas P. Conkey
District 2
W. Travis Cummings
Chairman, District 3
T. Chereese Stewart
District 4
Ronnie E. Robinson
District 5

Switchboard:

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

www.claycountygov.com

March 15, 2012

MEMO TO: Stephanie Kopelousos
County Manager

FROM: Karen Thomas
Purchasing Manager

SUBJECT: Budget, Finance & Human Services Agenda, March 19, 2012

Item: Bid No. 11/12-9 Redi-Mix Concrete

Recommend approval to post notice of intent and to award Bid No. 11/12-9 Redi-Mix Concrete to Hard-Rock Materials, Inc. Approval will be effective after 72 hour bid protest period has expired and assuming no protests are received. Submittals are available for review in the Purchasing Department.

Funding Source: 101-3701-553000

Att. 1 – Staff Recommendation Sheet
2 – Bid Tabulation Sheet

/df

Karen Thomas

BID RECOMMENDATIONS

March 6, 2-12
Redi-Mix Concrete
Bid #11/12-9

BIDDERS	BOND	BASE BID	ALT 1	ALT 2	ALT 3
<u>Cemex</u>		<u>TBD</u>			
<u>Hard Rock</u>	<u>x3 w-9 COI</u>	<u>TBD</u>			

Staff Assigned to Tabulate Bids and Make Recommendations:

<u>NAME</u>	<u>TITLE</u>
<u>James R. Feinberg</u>	<u>Supply and Budget Coordinator</u>
<u>Boni Cravin</u>	<u>Operations Assistant</u>
<u>Phillip Gaskins</u>	<u>Research Assistant</u>

RECOMMENDATION: Recommend awarding Bid 11/12-8 to
Hard Rock Materials Inc. in it's entirety in accordance
with the Clay County Purchasing Policy. Cemex is considered
to have submitted an unresponsive proposal. It is also
acceptable that Hard Rock Materials does not offer the 2,500 PSI
Pump Mix Pea-Stone as this material is rarely used.

Bid # 11/12- 9 Redi-Mix Concrete (Prices should reflect a per cubic yard amount)

Delivery Zone	<u>2500 PSI Mix Regular Rock</u>	<u>2500 PSI Mix Pea-Stone</u>	<u>2500 PSI Pump Mix Regular Rock</u>	<u>2500 PSI Pump Mix Pea-Stone</u>	
1	\$ 83.20	\$ 84.20	\$ 83.20	\$	
2	\$ 83.20	\$ 84.20	\$ 83.20	\$	
3	\$ 83.20	\$ 84.20	\$ 83.20	\$	
4	\$ 83.20	\$ 84.20	\$ 83.20	\$	
				N/A.	
Delivery Zone	<u>3000 PSI Mix Regular Rock</u>	<u>3000 PSI Mix Pea-Stone</u>	<u>3000 PSI Pump Mix Regular Rock</u>		<u>3000 PSI Pump Mix Pea-Stone</u>
1	\$ 84.20	\$ 85.20	\$ 84.20		\$ 92.20
2	\$ 84.20	\$ 85.20	\$ 84.20		\$ 92.20
3	\$ 84.20	\$ 85.20	\$ 84.20	\$ 92.20	
4	\$ 84.20	\$ 85.20	\$ 84.20	\$ 92.20	
Delivery Zone	<u>4000 PSI Mix Regular Rock</u>	<u>4000 PSI Mix Pea-Stone</u>	<u>4000 PSI Pump Mix Regular Rock</u>	<u>4000 PSI Pump Mix Pea-Stone</u>	
1	\$ 86.20	\$ 87.20	\$ 86.20	\$ 96.20	
2	\$ 86.20	\$ 87.20	\$ 86.20	\$ 96.20	
3	\$ 86.20	\$ 87.20	\$ 86.20	\$ 96.20	
4	\$ 86.20	\$ 87.20	\$ 86.20	\$ 96.20	
Delivery Zone	<u>5000 PSI Mix Regular Rock</u>	<u>5000 PSI Mix Pea-Stone</u>	<u>5000 PSI Pump Mix Regular Rock</u>	<u>5000 PSI Pump Mix Pea-Stone</u>	
1	\$ 88.20	\$ 90.20	\$ 88.20	\$ 98.20	
2	\$ 88.20	\$ 90.20	\$ 88.20	\$ 98.20	
3	\$ 88.20	\$ 90.20	\$ 88.20	\$ 98.20	
4	\$ 88.20	\$ 90.20	\$ 88.20	\$ 98.20	
Delivery Zone	<u>100 PSI Floable Fill</u>	<u>200 PSI Floable Fill</u>	<u>300 PSI Floable Fill</u>		
1	\$ 67.20	\$ 68.20	\$ 70.00		
2	\$ 67.20	\$ 68.20	\$ 70.00		
3	\$ 67.20	\$ 68.20	\$ 70.00		
4	\$ 67.20	\$ 68.20	\$ 70.00		
<u>Additives</u>					
Fiber Mesh	1 ½ lbs	\$ 8.00	Calcium	1 Percent	\$ 3.00
Fiber Mix	¾ lbs	\$ 6.00	Calcium	1 ½ Percent	\$ 3.50
Calcium	½ Percent	\$ N/A.	Calcium	2 Percent	\$ 4.25
<u>Miscellaneous Items and Charges</u>					
Expansion Joints (20 Foot Lengths)	(Delivered with Redi-Mix Concrete)		LF	\$ 0.55 Per Foot.	
Visqueen (20' x 100' – 2000 Sq Ft Roll)	(Delivered with Redi-Mix Concrete)		Roll	\$ 85.00	
Delivery Charge if Less Than 5 Cubic Yards			x1	\$ 121.00	

Bid #11/12-9 Redi-Mix Concrete

CORPORATE DETAILS

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

COMPANY NAME: Hardrock Materials Inc.

ADDRESS: 4410 Industrial Park Road.
Green Cove Springs Florida 32043

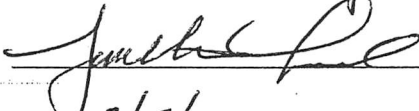
TELEPHONE: (904) 284-1377 or (904) 284-1300

FAX #: (904) 284-6677

E-MAIL: jthomas-hem@msn.com

Name of Person submitting Bid: Jonathan D Thomas

Title: General Manager.

Signature: 

Date: 2/7/12

Area Representative Contact Information: Jonathan D Thomas

(904) 449-8583

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____



Valid from:
Valid to: 12/31/2012

Terms of Sale: 1% 15th prox. net 16th

Prepared for: CLAY COUNTY BOCC
Contact Name: DONNA FISH
Phone:
Fax:
Address:
City, State, Zip:
email:

Sales Office: JACKSONVILLE / ST AUGUSTINE
Sales Employee: BRIAN BUSSELL
Phone: (904) 505-1988 / (904) 880-4958
Fax: (904) 880-4959
Address:
City, State, Zip:
email:

Project: VARIOUS
Address:
City, State, Zip:

THE PRICES STATED HEREIN ARE BASED ON THE ATTACHED STANDARD TERMS AND CONDITIONS, WHICH SHALL CONTROL AND TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS TO THE CONTRARY IN ANY PURCHASE ORDER OR OTHER DOCUMENT

ITEM	MATERIAL	DESCRIPTION	QTY	UNIT PRICE	UOM	EXTENDED PRICE
CONCRETE						
10	FIBER	RESIDENTIAL FIBER - .75 LB/YD3	1	\$3.00	YD3	\$3.00
20	2500NS	RM,FDOT 2500 PSI NON STRUCTURAL CLASS I	1	\$82.00	YD3	\$82.00
30	2500R	RMS,2500 PSI REGULAR	1	\$78.00	YD3	\$78.00
40	3000P	RMS,3000 PSI P-ROCK PUMP - 2" PUMP	1	\$88.00	YD3	\$88.00
50	3000R	RMS,3000 PSI REGULAR	1	\$80.00	YD3	\$80.00
60	3500R	RMS,3500 PSI REGULAR	1	\$82.00	YD3	\$82.00
70	4000R	RMS,4000 PSI REGULAR	1	\$84.00	YD3	\$84.00
CONCRETE ACCESSORIES						
80	ATCIP	ADA,ARMOR TILE,CAST IN PLACE	1	\$16.29	FT2	\$16.29
90	ATSA	ADA,ARMOR TILE,SURFACE APPLIED	1	\$16.29	FT2	\$16.29
100	1036898	AGG,1_1/2":ASTM_#57,DOT,LIMESTONE	1	\$45.03	TON	\$45.03
110	1037335	AGG,SCRN,3/8":#4X0,919,2,FDOT,LIMESTONE	1	\$43.03	TON	\$43.03
120	1001230	CHEM,CURING,WB,AQUAKURE CLEAR,5 GAL (DISSIPATING)	1	\$38.67	PAI	\$38.67
130	1026872	CHEM,DAMPROOFING,WATERBAN 60P,PRIMER,5 GAL (LIQUID)	1	\$41.92	PAI	\$41.92
140	1029470	FORMMAT,1/2X3 5/8X10,ASPHALT EXPANSION JOINT	1	\$0.30	FT	\$0.30
150	1002971	FORMMAT,1/2X6X10,ASPHALT EXPANSION JOINT	1	\$0.51	FT	\$0.51
160	1029639	POLY,10 MIL,20X100	1	\$121.15	ROL	\$121.15
170	1001311	POLY,6 MIL,10X100	1	\$36.35	ROL	\$36.35
180	1001314	POLY,6 MIL,20X100	1	\$72.69	ROL	\$72.69
190	1275320	POLY,7 MIL,2' X 180',RED TAPE	1	\$6.45	ROL	\$6.45
200	1352695	REBACC,CHAIR,MESH,2",OG,125310	1	\$0.18	PC	\$0.18
210	1026534	WIRE MESH,6X6,10/10,(1.4/1.4),9001:T2,ROLL,PLAIN	1	\$126.22	ROLL	\$126.22
SERVICE CHARGES						
220	1247818	ADJUSTABLE FUEL SURCHARGE (ADJUSTED WEEKLY)	1	\$26.50	PC	\$26.50
230	1001368	MINIMUM LOAD CHARGE - CONCRETE < 5 CUBIC YARDS	1	\$125.00	PC	\$125.00
240	1202749	SERV,ENVIRONMENTAL CHARGE PER LOAD	1	\$10.00	EA	\$10.00
ESCALATORS - EFFECTIVE 1 JAN 2013						
250	BMESC	BUILDING MATERIALS ESCALATORS - 10%	1	\$0.00	EA	\$0.00
260	CONCESC	CONCRETE ESCALATORS	1	\$5.00	EA	\$5.00

* Bidder did not submit County required bid form or other required documents. Considered non-responsive



Prepared for: CLAY COUNTY BOCC

Project: VARIOUS

Address:

City, State, Zip:

THE PRICES STATED HEREIN ARE BASED ON THE ATTACHED STANDARD TERMS AND CONDITIONS, WHICH SHALL CONTROL AND TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS TO THE CONTRARY IN ANY PURCHASE ORDER OR OTHER DOCUMENT

SALES TAX NOT INCLUDED

Accepted this _____ day of _____
upon Seller's attached Standard Terms and Conditions.

Firm: _____

Signature: _____

Print Name: _____

Title: _____

TAX EXEMPT _____ **YES** _____ **NO**

CLAY COUNTY, FLORIDA

Bid Tabulation Form

Bid #11/12-9

Date: March 6, 2012

Project: Redi-Mix Concrete

Time Opened 1:10 PM

Dates/Proof of Publication: CLAY Today 2-2-12

Time Closed 1:17 PM

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

Bidder	Copies	W-9	Insurance	Amount
1 <u>CemEX</u>				<u>TBD</u>
2 <u>Hardrock Materials</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>TBD</u>
3				
4				
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9				
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11				
12				
13				
14				
15				
16				

Staff assigned to tabulate bids and make recommendations:

James R. Friendly
Name

Supply & Budget Coordinator
Title

Recommendations: Staff will review the bids and present a recommendation to the Budget and Finance Committee for subsequent recommendation to the Board.

BID OPENING WITNESSED BY Donna Fish
(Board of Co Commissioners)

Joyce Sheraton
(Clerk)

Jan Z. Friend
(Department Signature)