

IN RE: CLAY COUNTY AGREEMENT/CONTRACT #92/93-171
TECHNICAL CONSULTING SERVICES AGREEMENT
ADDENDUM NO. 43
CLAY COUNTY

This **ADDENDUM**, made and entered into this _____ day of _____ 2023, by mutual agreement of the parties hereto, is made a part of Technical Consulting Agreement No. 92/93-171 dated September 28, 1993, as amended, by and between Clay County (OWNER) and Jones Edmunds & Associates, Inc. (ENGINEER), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

This **ADDENDUM** consists of providing engineering services described in the Workscope and Fee Estimate attached hereto incorporated herein.

The maximum compensation authorized by this **ADDENDUM** is **\$158,500**. Compensation for these services shall be in accordance with the attached hourly rates, expense voucher, and billing information.

The Standard Addendum to All Contracts and Agreements is attached to this **ADDENDUM** and incorporated herein.

The *Scrutinized Companies Certification* Form and *E-Verify Requirement* are is attached to this **ADDENDUM**.

In all other respects, except as amended herein, the terms and conditions of Technical Consulting Agreement No. 92/93-171, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this **ADDENDUM** upon the terms and conditions above stated on the day and year first above written.

ENGINEER:
JONES EDMUNDS & ASSOCIATES, INC.

OWNER:
CLAY COUNTY

By: _____
Stanley F. Ferreira, Jr., PE
President & CEO

By: _____
Betsy Condon
BOCC Chairman

ATTEST

ATTEST

Kathy M. Mercer-Miller
Contracts Specialist

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

Date

Date

TECHNICAL CONSULTING SERVICES AGREEMENT

ADDENDUM NO. 43

CLAY COUNTY LANDFILLS PERMIT COMPLIANCE SERVICES

WORKSCOPE

PERMITS

The Florida Department of Environmental Protection (FDEP) permits associated with this Workscope and Fee Estimate are listed below.

Site	Permit No.	Issue or Effective Date	Renewal / Expiration Date
Rosemary Hill Solid Waste Management Facility (SWMF)	179045-009-SF	June 28, 2016	April 28, 2026 June 28, 2026
Rosemary Hill SWMF Waste Tire	0155272-004-WT	January 26, 2015	November 26, 2024 January 26, 2025
Rosemary Hill SWMF National Pollutant Discharge Elimination System (NPDES) Multi-Sector General Permit (MSGP)	FLR05C249-005	September 13, 2020	September 10, 2025 September 12, 2025

OVERVIEW

Jones Edmunds presents this Workscope and Fee Estimate to assist Clay County from October 1, 2023 through September 30, 2024 (Fiscal Year 2024) with permit-compliance services and other tasks related to the above-referenced FDEP permits.

FDEP has released the Camp Blanding, Doctors Inlet, Keystone Heights, and Long Bay Landfills from further solid-waste permitting, financial-assurance requirements, and long-term-care monitoring requirements.

Tasks A through J describe project permit requirements and other needs of the County.

TASK A – ROSEMARY HILL SWMF

This task includes field sample collection, laboratory analyses, data-management, and reporting for:

- 2024 First Semiannual Event: Two background wells, seven compliance wells, six surface water stations, and QA/QC samples.
- 2024 Second Semiannual Event: Two background wells, seven compliance wells, six surface water stations, and QA/QC samples.

TASK B – LANDFILL INSPECTIONS

This task includes landfill inspections at the five Clay County landfill facilities:

- Monthly landfill inspections at the Rosemary Hill SWMF.
- Quarterly landfill inspections at the Camp Blanding, Doctors Inlet, Keystone Heights, and Long Bay Landfills.

TASK C – LANDFILL GAS MONITORING

This task includes landfill gas monitoring events at the Rosemary Hill SWMF:

- Monthly landfill gas monitoring events for landfill gas concentrations associated with GP-10 and structures at the southeast side of the Class I Expansion Landfill.
- Quarterly landfill gas monitoring events for the entire landfill gas monitoring network and structures as required by the FDEP Permit.

Quarterly reports including the monthly landfill gas monitoring data will be prepared for the Rosemary Hill SWMF.

TASK D – ANNUAL FINANCIAL ASSURANCE COST ESTIMATES

FDEP requires long-term-care cost estimates to be updated annually. Recalculated estimates are required every 5-years or at permit renewal; inflation factor estimates are acceptable during the remaining years. We will prepare and submit the following cost estimates to FDEP:

- Rosemary Hill SWMF – Class I Expansion Landfill
 - 2024 – Inflation-Factor Estimate
- Rosemary Hill SWMF – Class III Expansion Landfill
 - 2024 – Inflation-Factor Estimate

For the Rosemary Hill SWMF, the previous recalculated estimates were completed in 2021 and are not due again until permit-renewal in 2026.

TASK E – TECHNICAL REPORT, STABILIZATION REPORT, AND LONG-TERM-CARE PLAN UPDATE

For the Rosemary Hill SWMF, a Technical Report, Stabilization Report, or Long-Term-Care Plan update are not required during Fiscal Year 2024. The previous reports were completed in 2021 and are not due again until permit-renewal in 2026.

TASK F – ROSEMARY HILL SWMF NPDES COMPLIANCE

The Rosemary Hill SWMF’s NPDES Multi-Sector General Permit (MSGP) does not expire until September 12, 2025. During Fiscal Year 2024, the following tasks will be required related to the facility NPDES requirements:

- Year-four monitoring period analytical sampling, laboratory analyses, and data-management for the stormwater outfalls during one quarter of 2023 (Fourth Quarter 2023).
- Updating the Stormwater Pollution Prevention Plan (SWP3) and Spill Prevention, Control, and Countermeasure (SPCC) Plan documents for Calendar Year 2023.
- Assisting the County with other SWP3- and SPCC-related requirements.

- A training session for Rosemary Hill SWMF personnel related to the SWP3 and SPCC requirements.

TASK G – ROSEMARY HILL SWMF LEACHATE SYSTEM ASSISTANCE

At the Rosemary Hill Solid Waste Management Facility, the two leachate tanks require inspection once every three years. The leachate tanks were cleaned and inspected in 2021. Addendum 43 included funds for cleaning and inspecting the two leachate tanks during Fiscal Year 2024.

TASK H – PERMIT RENEWALS OR PERMIT MODIFICATIONS

No permit renewals are required or permit modifications expected during Fiscal Year 2024 for the Rosemary Hill SWMF, except for the following:

- Permit Renewal for the Rosemary Hill SWMF Waste Tire Collection Center. The permit expires January 26, 2025 and must be renewed by November 26, 2024.

Fees are included in the Fee Estimate for renewal of the Waste Tire Collection Center permit in Fiscal Year 2024.

TASK I – SOLID WASTE CONSULTING ASSISTANCE

Jones Edmunds has historically helped the County with various solid waste consulting needs for items not specifically related to the other task items above. This Workscope and Fee Estimate includes a general fee to assist the County with these miscellaneous tasks as needed.

If these services are not needed or conducted, the fee related to this work will be made available for other needs of this project and the County.

TASK J – CONTINGENCY

This Workscope and Fee Estimate includes a contingency fee of \$10,000 to provide other services as needed. Contingency items may include:

- Resampling or confirmatory sampling of routine compliance monitoring events.
- Assisting with minor groundwater-contamination issues that may arise at the Rosemary Hill SWMF.
- Assisting with other minor miscellaneous environmental or solid waste issues.

If these services are not needed or conducted, the fee related to this work will be made available for other needs of this project and the County.

EXCLUSIONS AND CONDITIONS

All work included in this Addendum is specifically listed in this Workscope. The following are specific exclusions and conditions of this Workscope and Fee Estimate:

- Significant contamination assessment actions are not currently required at the Rosemary Hill SWMF.
- Additional groundwater or surface water monitoring required by FDEP may require additional fees.

- Work related to these permits or regulatory requirements are excluded:
 - Rosemary Hill SWMF – Source-Separated Organics Processing Facility Registration (Yard Trash).
 - Pre-Authorization for Disaster Debris Management Sites.
 - Annual Tier 2 Registration.
- Needs not specifically listed in this Workscope may require additional fees.

COMPENSATION AND INVOICING

The Fee Estimate amounts shall be available for all events/tasks under the total Workscope of this project. Individual event/task fee estimates in this Workscope are estimates only. Project invoicing shall be compared relative to “Total for Addendum 43” and not individual event/task fee estimates.

The Paying Agent is the agent of the County to whom we will submit invoices. For the purposes of this Agreement, the Paying Agent shall be Clay County Comptroller’s office. Invoices shall be sent to the Paying Agent by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to Milton Towns, the County's Director of Environmental Services.

ATTACHMENTS

- Fee Estimate
- CY 2023-2024 Standard Labor Rates
- Equipment Rental and Supply Expense Voucher
- Billing Information
- Standard Addendum to All Contracts and Agreements
- Scrutinized Companies Certification Form
- E-Verify Requirement

**TECHNICAL CONSULTING SERVICES AGREEMENT - ADDENDUM 43
CLAY COUNTY LANDFILLS PERMIT COMPLIANCE SERVICES**

FEE ESTIMATE

A. Rosemary Hill SWMF	\$ 50,000
B. Landfill Inspections	\$ 25,000
C. Landfill Gas Monitoring	\$ 16,000
D. Annual Financial Assurance Cost Estimates	\$ 2,000
E. Technical Report, Stabilization Report, and Long-Term-Care Plan Update	\$ -
F. Rosemary Hill SWMF NPDES Compliance	\$ 12,000
G. Rosemary Hill SWMF Leachate System Assistance	\$ 30,000
H. Permit Renewals or Permit Modifications	\$ 8,500
I. Solid Waste Consulting Assistance	\$ 5,000
J. Contingency	\$ 10,000
TOTAL FOR ADDENDUM 43	\$ 158,500



CLAY COUNTY
CY 2023 – 2024 STANDARD LABOR RATES

DISCIPLINE	LABOR RATES (\$/HOUR)	
	2023 – 2024	
Administrative Assistant	\$	46.70
Senior Administrative Assistant	\$	83.40
Document Production	\$	57.30
Senior Document Production	\$	94.50
CADD Technician	\$	66.80
Field Technician/Resident Observer	\$	91.10
Senior Field Technician/Resident Observer	\$	125.60
CADD Designer/GIS Analyst	\$	100.80
Senior CADD Designer/GIS Analyst	\$	145.60
Engineer Intern/ Associate Scientist	\$	98.90
Engineer/Scientist	\$	127.80
Project Engineer/Scientist	\$	136.90
Senior Project Engineer/Scientist	\$	182.30
Project Manager	\$	184.60
Senior Project Manager	\$	204.60
Chief Engineer	\$	204.80
Project Officer	\$	260.00



**CLAY COUNTY - ADDENDUM 43
EQUIPMENT RENTAL AND SUPPLY
EXPENSE VOUCHER**

PROJECT NAME: _____ **EVENT:** _____

PROJECT NUMBER: _____ **DATE(S):** _____

Long Form - All Environmental Field Equipment

EQUIPMENT/ITEM	RENTAL RATES			QUANTITY			TOTAL
	UNIT	USE	WEEK (>3 days)	@ DAY RATE	@ WEEK RATE	@ UNIT RATE	
DRILLING EQUIPMENT - 0201							
Hand Augers	\$ 25	per day	\$ 75				\$ -
PUMPS - 0202							
Bladder Pump Controller (for Dedicated Pumps)	\$ 15	per day	\$ 45				\$ -
Compressed Air Cylinders to Power Pumps	\$ 15	per well					\$ -
Generator	\$ 50	per day	\$ 150				\$ -
Grundfos Sampling Pump System	\$ 50	per day	\$ 150				\$ -
Micropurge Pump System	\$ 25	per day	\$ 75				\$ -
Micropurge Controller	\$ 15	per day	\$ 45				\$ -
Micropurge Pump	\$ 10	per day	\$ 30				\$ -
Peristaltic Pump	\$ 20	per day	\$ 60				\$ -
Mega-Monsoon Pump System 12 vDC	\$ 50	per day	\$ 150				\$ -
Portable Bladder Pump System	\$ 25	per day	\$ 75				\$ -
SAMPLING METERS - 0203							
Drawdown Meter	\$ 20	per day	\$ 60				\$ -
Electronic Water Level Indicator	\$ 20	per day	\$ 60				\$ -
Turbidimeter	\$ 25	per day	\$ 75				\$ -
YSI Pro-Quatro Multi-Probe Meter	\$ 60	per day	\$ 180				\$ -
LANDFILL GAS METERS - 0204							
Eagle RKI Meter	\$ 60	per day	\$ 180				\$ -
LFG Meter Calibration Gases	\$ 10	per day	\$ 30				\$ -
ORGANIC VAPOR ANALYZERS - 0205							
Foxboro TVA-1000	\$ 120	per day	\$ 360				\$ -
SAMPLING EQUIPMENT AND SUPPLIES - 0208							
Bladder Pump Polyethylene Tubing	\$ 0.20	per foot					\$ -
Grundfos Pump Polyethylene Tubing	\$ 0.30	per foot					\$ -
Mega-Monsoon Polyethylene Tubing	\$ 0.30	per foot					\$ -
Peristaltic Pump Polyethylene Tubing	\$ 0.25	per foot					\$ -
Tygon Tubing	\$ 6.00	per foot					\$ -
Disposable Bladder Pump Bladders/Parts	\$ 25	each					\$ -
Disposable Filters (.45 or 1.0 µ)	\$ 40	each					\$ -
Sampling Meter Calibration Fluids	\$ 30	per day	\$ 90				\$ -
Sampling Supplies (Bailed Wells)	\$ 15	each					\$ -
Sampling Supplies (Pumped Wells)	\$ 15	each					\$ -
Teflon Bailer	\$ 10	each					\$ -
HEALTH AND SAFETY EQUIPMENT - 0209							
Other Equipment	Bill out per job requirements						
Respirator Equipment	Bill out per job requirements						
AIR SAMPLING EQUIPMENT - 0210							
Air Sampling Pump	\$ 25	per day	\$ 75				\$ -
Disposable Tubing	\$ 2.50	per foot					\$ -
Tedlar Bags	\$ 25	each					\$ -
Vaisala RH Instrument	\$ 60	per day	\$ 180				\$ -
Visible Emissions Field Kit	\$ 100	per day	\$ 300				\$ -
Xi-Tech Vacuum Box	\$ 50	per day	\$ 150				\$ -

WELL / PIEZOMETER SUPPLIES - 0211							
Well Casing (5 foot length)	\$ 10	each					\$ -
Well Screen (5 foot length)	\$ 15	each					\$ -
Well Points	\$ 7.50	each					\$ -
Well Caps	\$17.50	each					\$ -
OTHER EQUIPMENT AND SUPPLIES - 0212							
300' Tape and Stainless Probe	\$ 15	per day	\$ 45				\$ -
American Sigma Composite Sampler	\$ 70	per day	\$ 210				\$ -
Dipper	\$ 5	per day	\$ 15				\$ -
Dragline Sediment Dredge	\$ 10	per day	\$ 30				\$ -
Field Books	\$ 12	each					\$ -
Isco Composite Sampler	\$ 90	per day	\$ 270				\$ -
Kemmerer Sampler	\$ 10	per day	\$ 30				\$ -
Kestrel Wind Meter	\$ 2	per day	\$ 6				\$ -
Ludlum Model 3 - Radiation Survey Meter	\$ 40	per day	\$ 120				\$ -
Metal Detectors	\$ 25	per day	\$ 75				\$ -
Padlocks (American Locks)	\$ 12	each					\$ -
Padlocks (Master Locks)	\$ 15	each					\$ -
Secchi Disk	\$ 5	per day	\$ 15				\$ -
Survey Equipment	\$ 25	per day	\$ 75				\$ -
Survey Measuring Wheel	\$ 5	per day	\$ 15				\$ -
Tape and Popper	\$ 5	per day	\$ 15				\$ -
Versalume - UV Light	\$ 30	per day	\$ 90				\$ -
OTHER ITEMS							
Distilled Water for Field Cleaning and QA/QC	\$ 1.50	per gallon					\$ -

TOTAL							\$ -
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SIGNATURE: _____

DATE: _____

APPROVED BY: _____

DATE: _____

CLAY COUNTY INVOICES BILLING INFORMATION

CLAY COUNTY BILLING:

3rd Party ODCs* = 1.10

In-House ODCs = 1.00

*ODCs are "Other Direct Costs"

**Check each new project to make
sure this does not change.**

CLAY COUNTY HAS CLIENT-SPECIFIC LABOR BILLING RATES.

IN-HOUSE ODCs are billed at 1.00 and they include:

*CADD/Computer Costs (@\$12.50/hour)

*In-House Equipment Rentals

*Reproduction (Copies - see rate below)

GIS Time (@\$5.00/hour)

ENV Database (@\$5.00/hour)

3RD PARTY ODCs are billed at 1.10 and they include:

*Subcontractors: i.e., Pace Analytical Services, Inc., AEL Labs, Others.

*Freight and Courier: (Shipping), i.e., Greyhound, UPS, FedEx, Courier Service.

*Field Supplies: i.e., ice, water, etc.

*Outside Vendor Equipment Rentals

*Copy Reproduction Services.

*Permit (FDEP)

NO TRAVEL-RELATED ITEMS ARE BILLABLE, EXCEPT FIELD SUPPLIES. (i.e., no mileage, meals, hotels, etc.)

CLIENT PAYS: \$.15/PAGE FOR COLOR & B/W COPIES. (8-1/2 x 11 or 11 x 17)

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS**

[General]

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

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the Clay County Comptroller's office to whom Invoices must be submitted by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days in which to make payment.

1.1. Upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent shall notify the Contractor in writing that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

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

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

Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

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

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

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

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]: **\$.15/PAGE FOR COLOR & B/W COPIES. (8-1/2 x 11 or 11 x 17). See Addendum at Billing Information.**

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

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

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

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

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

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to

make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of the Agreement lies in Clay County, Florida

13. PUBLIC RECORDS LAW:

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

- a) Keep and maintain public records required by the County to perform the services required under the Agreement;
- b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

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

records to the County or allow the records to be inspected or copied within a reasonable time.

- b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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

14. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating any contract with the County for goods or services of any amount that is entered into or renewed on or after July 1, 2018, if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1). Further, as provided in Section 287.135(3), Florida Statutes, the County shall have the option of terminating a contract with the County for goods or services of \$1 million or more that is:

- (a) entered into or renewed on or before September 30, 2016, and:
 - i. is found to have submitted a false certification as provided under Section 287.135(5);
 - ii. has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
 - iii. has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).
- (b) entered into or renewed on or after October 1, 2016, through June 30, 2018, and:
 - i. is found to have submitted a false certification as provided under Section 287.135(5);
 - ii. has been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1);
 - iii. has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
 - iv. has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).
- (c) entered into or renewed on or after July 1, 2018, and:
 - i. is found to have submitted a false certification as provided under Section 287.135(5);
 - ii. has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
 - iii. has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

**Clay County, a political subdivision of the
State of Florida**

By: _____
Betsy Condon
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

Jones Edmunds & Associates, Inc.

By: _____
Print Name: Stanley F. Ferreira, Jr. PE
Print Title: President & CEO

Scrutinized Companies Certification

[Clay County: Addendum 42 to Agreement/Contract # 1992/1993-171]
INSERT PROJECT NAME

Name of Company:¹ Jones Edmunds & Associates, Inc.

In compliance with Section 287.135(5), Florida Statutes (the “Statute”), the undersigned hereby certifies that the Company named above is not participating in a boycott of Israel as defined in subsection (1)(b) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1)(c) of the Statute. The undersigned acknowledges that pursuant to Section 287.135(3)(b) Florida Statutes, the County may, at its option, terminate the Agreement if the Company named above is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Jones Edmunds & Associates, Inc.

By: _____

Stanley F. Ferreira, Jr. PE

Its President & CEO

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

E-VERIFY REQUIREMENTS

1. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
2. Subcontractors
 - a. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - b. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
 - c. Contractor shall provide a copy of such affidavit to the County upon receipt and shall maintain a copy for the duration of the Agreement.
3. Failure to comply with this provision is a material breach of the Agreement, and County may choose to terminate the Agreement at its sole discretion.
4. It is the responsibility of the vendor/contractor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<http://www.uscis.gov/everify>) and follow the instructions. The employer must retain the I-9 Forms for inspection. By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Jones Edmunds & Associates, Inc.

By: _____

Print Name: Stanley F. Ferreira, Jr. PE

Print Title: President & CEO