

AGREEMENT FOR AMERICANS WITH DISABILITIES ACT
AUDIT OF COUNTY FACILITIES

This Agreement for Americans with Disabilities Act Audit of County Facilities (“Agreement”) is entered into this ____ day of July, 2024 (“Effective Date”), and is between Julie Ericson Gereda Architect/RAS, LLC (“Consultant”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued a Request for Proposal, RFP No.: 23/24-064 (“RFP”), to engage a qualified consultant to perform a thorough Countywide Americans with Disabilities Act (“ADA”) audit, with the objective of conducting a comprehensive evaluation of all County-owned buildings, properties, and public spaces to ensure adherence to ADA standards; and

WHEREAS, by conducting such audit, the County aims to promote inclusivity, prioritize necessary improvements, and reaffirm its commitment to providing equitable access to County services and facilities for all residents and visitors; and

WHEREAS, the Consultant responded to the RFP with a proposal to offer the requested services (“Consultant’s Response”); and

WHEREAS, the County evaluated and ranked the proposals submitted, and the County selected the Consultant based on the Consultant’s Response and approved ranking; and

WHEREAS, the Consultant is licensed and qualified to provide the requested services; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFP, and any addendums and attachments thereto, as well as the Consultant’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement, and the Consultant desires to provide the services to the County in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. THE SERVICES

- (a) The above recitals are true and correct and are incorporated herein by reference.

(b) The Attachments identified in this Agreement are incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments (unless otherwise specified).

(c) The Consultant shall perform a Countywide ADA audit that will encompass a comprehensive assessment of all County-owned buildings, properties, and public spaces to ensure compliance with the ADA (the “Services”).

(d) The scope of work to be performed and provided by the Consultant in relation to the initial comprehensive assessment is set forth in the RFP Scope of Work and list of County facilities attached hereto as **Attachment A** and the Consultant’s Proposal with the Project Understanding/Innovation/Approach, Project Schedule, and Pricing sections of the Consultant’s Proposal being attached hereto as **Attachment B** (the “Comprehensive Assessment and Audit Report”). As part of the Comprehensive Assessment and following data collection and inspection, the Consultant shall prepare reports for each property which will be included in a comprehensive Audit Report that includes the Consultant’s findings and recommendations. The Consultant will present such findings and recommendations to representatives from various County departments which will be coordinated through the Project Manager. The Consultant shall complete this initial Comprehensive Assessment and Audit Report by December 31, 2024.

(e) During the term of this Agreement, the County reserves the right to request additional Services to be performed by the Consultant, including, but not limited to, inspections, audits, document reviews, updated assessments, reports, presentations, and recommendations related to ADA compliance across all aspects of County operations. Should the County desire the Consultant to perform additional Services under this Agreement, such Services, including scope, timing, and fees, will be made a part of this Agreement by a written amendment.

(f) In providing the Services, the Consultant shall:

1. Be familiar with the Services, deadlines, requirements, and the conditions under which the Services are to be completed;
2. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County;
3. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and
4. Not use any false, deceptive or misleading trade practices in the performance of the Services.

(g) The Consultant must engage in regular communication and meet with the Project Manager and Assistant County Manager(s) on a regular basis as arranged by the parties to review the status of the Services, upcoming activities, overall performance, and to incorporate their input into the assessment. Department Directors and other key personnel will be involved as necessary.

(h) In entering into this Agreement, the Consultant represents that it now has or will secure all equipment and personnel required to perform all Services under this Agreement. The Consultant shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Consultant shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks.

(i) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Consultant shall perform any and all Services assigned in a timely, efficient, workmanlike, and cost-effective manner that comports with professional industry standards, applicable federal, state and local laws and regulations, and in accordance with the applicable professional standards.

(j) The Consultant shall perform the Services using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same or similar geographic area and in compliance with all applicable laws (“Standard of Care”).

(k) In performance of the Services, the Consultant is bound by and shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(l) The County, by virtue of this Agreement, gives the Consultant no guarantee of any Services or any specific amount or quantity of Services that may be accomplished or performed by the Consultant during the term of this Agreement.

(m) The County may conduct performance evaluations at any time during performance of the Services or soon after the completion of any Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

(n) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Brian DiMaio, Risk Manager for the County, or designee.

2. ADDITIONAL SERVICES AND FEES

(a) If the County identifies or the Consultant recommends any additional services to be provided by the Consultant that are not covered under the Agreement but are beneficial to the County, such additional services, including scope, timing, and fees must be mutually agreeable between the County and the Consultant and authorized in writing by the County.

3. TERM

(a) The term shall begin on the Effective Date and shall remain in effect for a period of two years from the Effective Date, unless sooner terminated as provided herein. The Agreement may be renewed for two additional one-year periods upon subsequent written agreement of the parties.

4. PAYMENT

(a) The County agrees to pay the Consultant for the Services performed in relation to the Comprehensive Assessment and Audit Report in the total lump sum amount of \$96,150.00. This amount includes the Services performed by the Consultant and any subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, costs, and any other expenses associated with the Consultant's performance of the Services.

(b) Payments are to be made by the County to the Consultant upon presentation of an Invoice submitted to the Paying Agent no more than once per month in accordance with paragraph 5.

5. PAYMENT PROCEDURES

(a) As used herein, 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 Consultant under this Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("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. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

(b) The Consultant shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Services done or completed. All partial Invoices/estimates and payments shall be subject to correction when submitted, and/or, in the subsequent estimates and payments, and the final estimate and payment.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

1. The Consultant's name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
4. The period of the Services covered by the Invoice.

5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Consultant must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services 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 and/or Project Manager shall notify the Consultant in writing within 10 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Consultant is needed to make the Invoice proper.

(e) By the submittal of an Invoice hereunder, the Consultant shall have been deemed to have warranted to the County that all Services 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 Consultant or any other person or entity for failure to make payment.

(f) 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 concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(g) The acceptance by the Consultant, including its successors or assigns, of any final payment due upon the termination of this Agreement or completion of the Services, shall constitute a full and complete release of the County from any and all claims or demands regarding further compensation for authorized Services rendered prior to such final payment that the Consultant, its successors, or assigns have or may have against the County under the

provisions of this Agreement, unless a claim was previously and properly filed by the Consultant.

(h) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the County in accordance with applicable law for damages suffered by the County caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

6. INDEMNIFICATION

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County and the Division, including their officers and directors from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by Consultant in the performance of the Agreement. No negligence shall be attributed to Consultant based on any acts or omissions of County's contractors or other consultants.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this 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, or modification to, the County's sovereign immunity protections.

(c) This paragraph shall survive the expiration or termination of this Agreement.

7. PATENTS/TRADEMARKS/COPYRIGHTS

(a) The Services shall not infringe or violate any U.S. copyright, trademark, trade secret or other proprietary or privacy right of a third party. Unless otherwise provided, the Consultant shall be solely responsible for obtaining the right to use any patented, trademarked, or copyrighted materials or other intellectual property in the performance of this Agreement.

(b) The Consultant, without exception, shall indemnify and hold harmless the County and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, trademarked, patented, or unpatented invention, process, or intellectual property that is manufactured, created, used, or supplied by the Consultant under this Agreement. In the event of any claim against the County of copyright, trademark, patent, or intellectual property infringement, the County will provide written notification to the Consultant. If such a claim is made, the Consultant shall take all provisional measures to protect and preserve the County's interests. Such provisional measures shall include using its best efforts to promptly purchase for the County any infringing products or services or procure a license at no cost to the County which will allow continued use of the intellectual property. If none of the alternatives are

reasonably available, the County agrees to return the article or discontinue use of the work, product, logo, or phrase, etc. on request to the Consultant and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

8. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation Statutory limits
- Employers Liability \$100,000 Each Accident
 \$500,000 Disease Policy
 \$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Consultant who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Consultant's employees, leased employees, volunteers, and any workers performing work.

4. Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds.**" The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant

shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) It is the Consultant's responsibility to ensure that all independent contractors and subconsultants comply with the insurance requirements. All coverages for independent contractors and subconsultants shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Consultant.

9. DOCUMENTS, OWNERSHIP, AND USE

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies. The Consultant shall also require that all subconsultants or subcontractors hired or otherwise engaged by the Consultant to provide Services in connection with this Agreement agree in writing to be bound by this provision.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

10. ACCURACY OF SERVICES AND FINANCIAL CONSEQUENCES

(a) The Consultant shall be responsible for the quality, accuracy, completeness, and proprietary of information concerning its Services, including Services by any subconsultants. The Consultant shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or its subconsultants without additional compensation, even though final payment may have been received therefor. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(b) In the event that the Consultant fails to perform the Services as specified in this Agreement, resulting in harm or damage to the County, the Consultant agrees to be responsible for monetary damages to the County. These damages will be calculated based on the direct financial losses incurred by the County due to the Consultant's failure to perform as agreed. The calculation of such damages will take into account any fees paid to the Consultant for any unperformed Services, any costs incurred by the County to correct or mitigate the failure, and any direct losses suffered by the County as a result of the failure. The Consultant's liability for monetary damages under this provision shall not exceed the total amount paid by the County to the Consultant under this Agreement, except in cases of gross negligence or willful misconduct by the Consultant. This limitation does not apply to any indemnification obligations of the Consultant or damages that cannot be limited by law. Nothing contained herein shall be construed to limit or prevent the County from seeking and recovering any other damages that may arise as a result of the Consultant's breach and/or failure to perform any condition, provision, or obligation of this Agreement. Additionally, the County's decision to seek financial consequences shall not be construed as a waiver of any legal remedies the County may have as to any default or breach under this Agreement.

11. DEFAULT AND TERMINATION

(a) Default. If the Consultant breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform on time or in accordance with the schedule; provides false or inaccurate information; fails to make payment to subconsultants or suppliers in accordance with the Agreement or in accordance with the respective agreements between the Consultant and the subconsultants or suppliers; fails to comply with applicable rules, laws and regulations; or whenever the Consultant ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Consultant to be in default and may assert a default claim by giving the Consultant a written notice of default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Consultant shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or

disapprove. The Consultant will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Consultant fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon the failure or inability of the Consultant to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without releasing or waiving its rights and remedies against the Consultant and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Consultant. In the event the County terminates the Agreement, in whole or in part, because of default by Consultant, the County may procure goods, services, materials, and/or work similar to those terminated, and the Consultant shall be liable for any damages, costs, and any other expenses incurred due to this action. If it is determined that the Consultant was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Consultant), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(c) Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative shall give 30 calendar days prior written notice of termination to the Consultant, specifying when the termination is to become effective. In the event of any such termination, the Consultant shall be paid by the County for all Services satisfactorily performed up to receipt of the notice of termination, and thereafter until the date of termination, the Consultant shall be paid only for such Services as are specifically authorized in writing by the County.

(d) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subcontractor agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(e) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

(f) Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

(g) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited

to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

12. TAXES

(a) 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 this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

13. APPROPRIATED FUNDS

(a) The Consultant 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.

14. PUBLIC RECORDS

(a) The Consultant 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 Consultant 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 Consultant covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County to perform the Services required under the Agreement;
2. 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;
3. 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 Consultant does not transfer the records to the County; and

4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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.

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

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

1. 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 Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
2. If the Consultant does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
3. If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

15. AUDIT

(a) The Consultant shall retain all records relating to this Agreement for a period of at least five 5 years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

16. SCRUTINIZED COMPANIES CERTIFICATION

(a) In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Consultant is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; 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 Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Consultant is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

17. E-VERIFY REQUIREMENT

(a) Pursuant to Section 448.095, Florida Statutes, the Consultant shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Consultant during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Consultant must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

18. LOBBYING PROHIBITION CERTIFICATION

(a) In compliance with Section 216.347, Florida Statutes, the undersigned hereby certifies that the Consultant shall not use any funds associated with this Agreement for the purpose of lobbying the legislature, the judicial branch, or a state agency. The Consultant further certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

19. PROHIBITION AGAINST CONTINGENT FEES

(a) The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

20. TRUTH-IN-NEGOTIATION CERTIFICATE

(a) The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

21. PUBLIC ENTITIES CRIMES

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by

Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it or any subcontractor of the Consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

22. SUSPENSION AND DEBARMENT

(a) By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

23. INDEPENDENT CONTRACTOR

(a) The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

24. NO ASSIGNMENT

(a) The Consultant 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. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

25. SUBCONSULTANTS

(a) Utilization of any subconsultants in connection with Services performed under this Agreement, shall require prior written authorization from the County. Such written authorization may be obtained from the Project Manager on behalf of the County and will not be unreasonably withheld.

(b) Any subconsultant utilized by the Consultant shall be supervised and compensated by the Consultant.

(c) The Consultant shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subconsultants and of persons directly or indirectly employed by them.

(d) The Consultant shall cause appropriate provisions to be inserted in all subconsultant agreements relative to the Services giving the Consultant the same powers that the County may exercise over the Consultant under any provision of this Agreement.

(e) Nothing in the Agreement shall be construed as providing any subconsultant with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

26. NO THIRD-PARTY BENEFICIARIES

(a) Any other provisions of this Agreement to the contrary notwithstanding, 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.

27. CONFLICT OF INTEREST

(a) Throughout the term of this Agreement, the Consultant must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Consultant's duties and obligations provided under this Agreement.

28. AMENDMENT OR MODIFICATION OF AGREEMENT

(a) The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant's documents forwarded by the Consultant to the County.

29. FURTHER ASSURANCES

(a) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

30. REMEDIES

(a) The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Consultant and the Project Manager will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

31. GOVERNING LAW AND VENUE

(a) This 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 this Agreement lies in Clay County, Florida.

32. ATTORNEYS' FEES

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

33. NOTICE

(a) All notices given under this Agreement (excluding day-to-day communication in the administration and management of this Agreement in the ordinary course) shall be in writing and shall be deemed to have been duly given (1) when delivered by hand, (2) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (3) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid to the respective parties at their respective addresses set forth below:

If to Consultant:

Julie Ericson Gereda Architect/RAS, LLC
500 West University #363
El Paso, TX 79968
Attention: Julie Gereda

If to the County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Brian DiMaio, Project Manager

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

34. WAIVER

(a) 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 section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

35. SEVERABILITY

(a) 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.

36. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

37. ENTIRE AGREEMENT

(a) This Agreement represents the entire agreement between the parties for the provision of the Services. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

38. COUNTERPARTS

(a) The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

39. AUTHORITY

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

JULIE ERICSON GEREDA
ARCHITECT/RAS, LLC

By: 

Print Name: JULIE GEREDA

Print Title: ARCHITECT / REGISTERED ACCESSIBILITY SPECIALIST

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Jim Renninger
Its Chairman

ATTEST:

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

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ATTACHMENT A
RFP SCOPE OF WORK

1. Scope of Work

1.1. Purpose

The Clay County Board of County Commissioners (County) is seeking a qualified Consultant to perform a thorough Countywide Americans with Disabilities Act (ADA) audit, with the objective of conducting a comprehensive evaluation of all County-owned buildings, properties, and public spaces to ensure adherence to ADA standards. This initiative is essential to identify and address barriers that may hinder access for individuals with disabilities, ensuring compliance with federal ADA standards. By conducting this audit, the County aims to promote inclusivity, prioritize necessary improvements, and reaffirm its commitment to providing equitable access to County services and facilities for all residents and visitors.

1.2. Scope

The Countywide ADA audit will encompass a comprehensive assessment of all County-owned buildings, properties, and public spaces to ensure compliance with the ADA.

The audit will employ a multifaceted methodology involving physical inspections, document reviews, stakeholder interviews, and program evaluations.

- Architectural accessibility, the design and construction of buildings and spaces that can be easily and independently used by people with disabilities, will be a primary focus, with evaluations of ramps, elevators, signage, parking, sidewalks and restroom facilities to identify barriers and recommend solutions.
- Communication accessibility, including the availability of alternative formats and website accessibility, will also be assessed, alongside program accessibility to ensure equal access to County services and events.

Recommendations shall be prioritized based on urgency and feasibility, aiming to address identified barriers and enhance ADA compliance across all aspects of County operations.

Following data collection and analysis, a comprehensive report shall be prepared, summarizing findings and recommendations. Recommendations shall include actionable steps for updating policies, procedures, and physical infrastructure, with an emphasis on collaboration with County Departments for implementation and ongoing monitoring. The report shall serve as a roadmap for improving accessibility and ensuring that County facilities and public spaces are welcoming and accessible to all employees, residents and visitors, reflecting the County's commitment to promoting diversity, equity, and inclusion.

Upon completion of the ADA audit report, the Consultant will be required to present their findings to representatives from departments such as: Risk Management, Facilities, Parks and Recreation, and Purchasing. The presentation aims to facilitate a comprehensive understanding of the audit results and to initiate collaborative discussions on prioritizing and implementing necessary improvements to enhance accessibility across County-owned buildings, properties, and public spaces. Four (4) copies of the report will need to be duplicated and provided to the designated representative from each department for further review and reference in their respective areas of responsibility.

Please refer to the Attachment section of this RFB for the comprehensive list of County facilities.

1.3. Term

The initial audit shall be completed by September 30, 2024.

The Agreement shall remain in effect for two (2) years from the date of execution of the executed Agreement with the County reserving the right and option to extend the Agreement for an additional two (2) twelve month periods.

1.4. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

1.5. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFP shall be awarded to the most qualified Bidder that meets all requirements of the RFP. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

1.6. Payment

The Consultant may request payment no more than once monthly, based on the amount of work done or completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

1.7. Additional Services

If the County and/or awarded Consultant identifies any additional services to be provided by Consultant that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant.

1.8. Compliance with Occupation Safety and Health Act

The Consultant warrants that the product(s), or services supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and Consultant employee incidents.

Consultant certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Consultant further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Consultant and their employees shall be ANSI certified and meet OSHA standards.

1.9. Cancellation of Contract

If the awarded Consultant fails to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

Facility	Address	City	Zip
Agriculture Center (Main Office)	2643 W SR 16	Green Cove Springs	32043
Animal Control	3984 W SR 16	Green Cove Springs	32043
Black Creek Trail	7890 Highway 17	Fleming Island	32003
Camp Chowenwaw Park	1517 Ball Road	Green Cove Springs	32043
Carl Pugh Park	317 S. West Street	Green Cove Springs	32043
Clay County Environmental Services	3545 Rosemary Hill Road	Green Cove Springs	32043
Clay County Sports Complex	4790 Victory Ln	Middleburg	32068
Community Center	2102 Palmetto Street	Middleburg	32068
County Administration Building	477 Houston Street	Green Cove Springs	32043
County Jail	801 N Orange Avenue	Green Cove Springs	32043
Courthouse	825 N Orange Ave.	Green Cove Springs	32043
Deerfield Point Park	3228 Deerfield Point Dr	Orange Park	32073
Doctors Lake Park	2399 Lakeshore Drive N	Green Cove Springs	32043
Eagle Harbor Park	1245 Forest Park Drive	Green Cove Springs	32043
Eagle Harbor Soccer Complex	4387 Lakeshore Drive	Fleming Island	32003
Emergency Operations Center (EOC)	2519 W SR 16	Green Cove Springs	32043
Fire Rescue Logisitics Facility	1569 County Road 315	Green Cove Springs	32043
Fire State 10	120 Flamingo Street	Keystone Heights	32656
Fire Station 11	8700 Firetower Road	Keystone Heights	32656
Fire Station 12	5629 FL-16	Starke	32091
Fire Station 13	5283 County Road 218 W.	Middleburg	32068
Fire Station 14	4003 Evertt Avenue	Middleburg	32068
Fire Station 15	290 Branscomb Road	Green Cove Springs	32043
Fire Station 17	3394 Peoria Road	Orange Park	32073
Fire Station 18	207 Blanding Blvd.	Orange Park	32073
Fire Station 20	303 Oakridge Hwy	Green Cove Springs	32043
Fire Station 22	5995 Pine Ave.	Orange Park	32073
Fire Station 23	6837 County Road 315 C	Keystone Heights	32656
Fire Station 24	5105 Sweat Road	Green Cove Springs	32043
Fire Station 25	6000 West SR 16	Starke	32091
Fire Station 26	4030 Ivory Crossing	Orange Park	32073
Four Silo Park	1657 Farm Way	Middleburg	32068
Foxmeadow Park	1155 Foxmeadow Drive	Middleburg	32068
Foxmeadow Recreational Park	1155 Foxmeadow Trail	Middleburg	32068
Foxridge Park	2599 Bottomridge Dr.	Orange Park	32073
Governor's Creek Boat Ramp	1282 N. Orange Ave	Green Cove Springs	32043
Greenwood Park	245 Evergreen Lane	Middleburg	32068
Clay County Outdoor Adventure Park	3829 Sergant Bradley Crose Road	Middleburg	32068
Hunter-Douglas Park	4227 Longmire Road	Middleburg	32068
Island Forest Park	6183 Bermuda Drive	Orange Park	32073
Kingsley Lake Park	6110 Kingsley Lake Drive	Kingsley Lake	32091
Kingsley Lake Park	6110 Kingsley Lake Drive	Kingsley Lake	32091
Knight's Boat Ramp	1470 River Lane	Green Cove Springs	32043

Lake Brooklyn Boat Ramp	7165 King Street	Keystone Heights	32656
Lake Geneva Boat Ramp	6360 5th Street	Keystone Heights	32656
Lake Geneva Park	7831 State Road 21	Keystone Heights	32656
Lakeshore Boat Ramp	4300 Lakeshore Drive	Fleming Island	32003
Library	2245 Aster Avenue	Middleburg	32068
Library	403 Ferris Street	Green Cove Springs	32043
Library	2054 Plainfield Ave.	Orange Park	32073
Library	175 Oriole Street	Keystone Heights	32656
Library	1895 Town Center Blvd.	Fleming Island	32003
Little Rain Lake Park	6725 Little Rain Blvd	Keystone Heights	32656
Main Street Boat Ramp	3788 Main Street	Middleburg	32068
Maintenance Shop	1565 County Road 315 N	Green Cove Springs	32043
Maintenance Shop	5 Esplanade Ave.	Green Cove Springs	32043
Middleburg Civic Center	2102 Palmetto St	Middleburg	32068
Moccasin Slough Park	4393 Raggedy Point Rd.	Fleming Island	32003
Moody Avenue Park	3510 Moody Avenue	Orange Park	32073
MSgt. John E. Hayes Mem. Park	3788 Main Street	Middleburg	32068
Neptune Park	2070 Thunderbolt Road	Fleming Island	32003
Oak Creek Park	1760 Castille Drive	Fleming Island	32003
Oakleaf Community Park/ Soccer Complex	3979 Plantation Oaks Blvd	Orange Park	32073
Office - Office Park Bldg 400	1845 Town Center Blvd.	Fleming Island	32003
Office - Office Park Bldg 500	1845 Town Center Blvd.	Fleming Island	32003
Office - Office Park Bldg 600	1845 Town Center Blvd.	Fleming Island	32003
Old Court House / Museum	915 Walnut Street	Green Cove Springs	32043
Old Ferry Boat Ramp	2231 Old Ferry Road	Middleburg	32068
Omega Community Park	4317 CR 218	Middleburg	32068
Paul C. Armstrong Park	2445 CR 220	Middleburg	32068
Pier Station Park	4160 Pier Station Road	Green Cove Springs	32043
Plantation Sports Complex	321 Old Hard Road	Fleming Island	32003
Ridaught Landing Park	3016 Chief Ridaught Trail	Doctors Inlet	32073
Ronnie Van Zant Park	2760 Sandridge Road	Green Cove Springs	32043
Senior Citizens Center	125 N. Commercial Circle	Keystone Heights	32656
Senior Citizens Center	604 Walnut Street	Green Cove Springs	32043
Senior Citizens Center	414 Stowe Avenue	Orange Park	32073
Shands Boat Ramp	4051 Old Shands Bridge	Green Cove Springs	32043
Shands Fishing Pier	4051 Old Shands Bridge	Green Cove Springs	32043
Sheriff sub-station	1836 Blanding Blvd.	Middleburg	32068
Sheriff's Vehicle Maintenance Facility	1000 Center Street	Green Cove Springs	32043
Signal Maintenance Shop	266 Sleepy Hollow Road	Middleburg	32068
Sub Station (Leased)	1845 Town Center Blvd. Bldg 100, #115	Fleming Island	32003
Supervisor of Elections Office	500 N. Orange Avenue	Green Cove Springs	32043
Tanglewood Park	1466 Gifford Avenue	Lakeside	32065
Tax Collector	1518 Park Avenue	Orange Park	32073

Tax Collector	2710 Blanding Blvd #20	Middleburg	32068
Tax Collector	7380 SR 100 Suite 10	Keystone Heights	32656
Thunderbolt Park	5700 Highway 17	Fleming Island	32003
Twin Lakes Park	6065 Twin Lakes Road	Keystone Heights	32656
W. E. Varnes Park	3593 Fortuna Drive	Orange Park	32073
Weigel Senior Citizens Building	3916 Section Street	Middleburg	32068
Williams Park Boat Ramp	240 Williams Park Road	Orange Park	32073

**ATTACHMENT B
UNDERSTANDING/
INNOVATION/APPROACH,
PROJECT SCHEDULE,
AND PRICING**

5.24.1 Project Understanding, Innovation, Approach

- ***Outline each step the Consultant anticipates to perform in order to provide all the services outlined under Scope of Work***

As requested, we propose to conduct a comprehensive evaluation of the 93 listed County-owned buildings, properties, and public spaces to provide a plan so that Clay County facilities and services are inclusive and adhere the ADA Standards. We also understand that an assessment of communication to individuals with disabilities is included in this scope of work and we are proposing to study, review and assess the methods of communication provided to the users of County services to provide recommendations to be compliant and improve where readily achievable. We will identify each physical barrier that is not compliant with ADA Standards for all of the 93 sites. Once all non-compliant areas and elements have been identified in a comprehensive report, we will prepare suggested plan of action to address the barriers that prevent individuals with all types of disabilities from enjoying access and full participation of county owned properties and services. We will prioritize the necessary improvements and assist the County in its effort to provide equitable access to all facilities and county services for both residents and visitors.

- ***Describe innovative or compelling additional services that the Consultant may be able to provide as separate items to the main scope of services.***

Julie Gereda is not only a licensed accessibility specialist, but also a licensed architect able to identify solutions to problems considering design and aesthetics but also other codes and standards (life safety and fire code for example) that may interfere with possible solutions. In addition, experience in construction administration as an architect also provides understanding of construction methods and materials so economical and practical solutions can be considered.

Ian Gereda has a certificate in UX Design and is in the process of developing an application that will provide quick checklists to assist with thorough and streamlined inspection processes and aid in transferring inspection data to reports. In developing this app, we have discovered ways to create checklists to be efficient and thorough with our time and reporting. While the app is not ready for use at this time, the research in creating it has given us a plan to inspect properties more efficiently without missing information.

We currently review construction documents for all types of construction to assist building owners, architects and contractors identify areas that may not be designed to be fully compliant prior to permitting for construction. We also provide services to assess buildings and properties prior to design to provide information to be used in the design and construction documents. In doing up-front reviews and consulting, we work as part of the team to be fully compliant at the end of construction phases. Finally, we will complete a final inspection of a property to once again make sure everything was installed according to the standards and codes. With over 20 years specifically dedicated to accessibility, we are involved in approximately 300 projects annually which translates to thousands of projects completed. Our experience will be of value to Clay County in ensuring that each building or facility is thoroughly inspected and reported. Our reports include not only a clear description of the non-compliant element, but a reference to the actual standards showing what is required along with clear photos of the issue so that the reader of the report understands the issue well. As requested, we also include a brief statement of our opinion of the best and most viable solution to resolve the issue. As an architect, I am able to quickly and economically determine the best plan of action.

If repairs or reconstruction is required to address an issue, architectural services to provide construction documents can be provided as an additional service.

- **Provide a detailed and comprehensive description of how the Consultant intends to provide the services requested in this RFP. This description shall include, but not be limited to:**
 - **How and when data will be delivered to the County**
 - **Communication and coordination**
 - **The Consultant's general philosophy in regards to providing the requested services.**

As we proceed with the project, we understand that the County personnel have other job obligations that need to be respected. Our job will be to efficiently gather information for the County and organize it such that we independently create a schedule of tasks, site inspections, meetings, dates of delivery and if necessary, revisiting of properties to obtain additional information. As there is a tight schedule to be met, we intend to work longer days and weekends as needed. We will schedule meetings at times when we can gather and share information both directions (gather and provide) on the status of work so that all parties are informed regularly about the progress of site inspections and reporting. As we will need access to properties and buildings, we will be preparing a detailed schedule and coordinate with representatives assigned to work with us. As schedules may need to adjust, we will pivot and work to make sure our time is efficient and your expected completion date of September 30 is met.

An initial timeline would be as follows:

July 1-7, 2024	Contract Awarded
July 8-14, 2024	Coordinate Initial Meetings with County to gather information
July 15-August 31	On Site Inspections As Inspections are completed, reports will be generated
September 1-28	Complete Reporting, re-Inspect as needed, work on Priority Report
September 30	Deliver Completed Final Report Report will be delivered electronically and hard copy if requested.

We are excited to have the opportunity to work with Clay County in addressing your accessibility needs for the community using county facilities. As accessibility specialists, we dedicate our work to helping provide spaces that are inclusive and accessible to all kinds of needs. The ability for a person with a disability to live an independent life is our goal and to assist property owners address issues to make spaces more inclusive and available to all people regardless of needs is not only rewarding but necessary and essential.

As is the mission of the Purchasing Department at Clay County, we also work to provide fair and equitable treatment of all persons with disabilities to help everyone live as independently as one is able to do so without obstructions preventing that.

We feel confident that we are qualified to provide the requested services. Our experience, knowledge of standards and codes speaks volumes when time and money are considered. Licensing as a Texas Licensed Registered Accessibility Specialists requires testing of standards which is not required in most states. While most of our work is in El Paso, Texas, we travel for accessibility inspections and assessments all over the country. We have worked on property assessments in Colorado, New Mexico, Oklahoma, Arizona, Georgia in addition to all across the state of Texas. Our broad knowledge of accessibility standards, architecture and understanding the needs of the disabled community are our strengths. We sincerely hope to have the opportunity to assist you with this county wide task.

24.3 Project Schedule

If selected for the Audit of Clay County Facilities, organization will be key in meeting the goal to complete the full assessment of 93 individual properties by September 30, 2024. Because of our experience and expert knowledge of the codes and standards, we are able to very quickly identify issues that are not code compliant. This knowledge translates to quicker more efficient inspections with a strong knowledgeable background.

1. Secure Contract – Assume contract is awarded and delivered no later than July 1, 2024, work will begin immediately.
2. Meet with County officials and representatives to clearly understand scope of services and identify additional areas of specific concern.
3. Gather all available property information possible prior to physical inspections of each property. That information includes drawings of the property or building, age of building, condition of property, information about any recent upgrades or updates, interviews with representatives to gather data about any concerns or special circumstances, etc.
4. Identify which code or standard applies to each property to be certain that the appropriate standards are being applied.
5. Map each property location and verify/adjust predetermined estimate of time expected at each property to economically and efficiently create a schedule plan to visit each site for a thorough inspection.
6. Coordinate schedule with County representative to ensure access to each area of each property (open restrooms in parks, access to secure facilities such as the County Jail, schedule inspections at Fire Stations with county representative so as not to disturb or disrupt operations, etc.).
7. Inspect. Gather as much data at each of the listed properties as possible to provide clear and informative reports. We intend to use an in house system that we then use to prepare comprehensive reports. Two inspectors will simultaneously inspect properties in order to meet the completion schedule. At this time with the information provided and researched on each property, we anticipate approximately 6 weeks of physical inspections on site.
8. Create reports including not only all elements identified that do not comply with current codes but also to assess the legal compliance with the code or standard in effect at the time of construction. If an element was installed in compliance with an older code, it is not required to be brought into compliance with a current code unless there is construction related to that element. A knowledge of older codes and

standards will be essential to report and assist in the prioritizing of work to be done. Reporting will include a brief explanation of a suggested solution.

9. As work proceeds, regular communication and updates will be provided to the county. Verbal and email communication about schedules, issues, status will be ongoing on a regular basis.
10. Reports of each property will be generated. Each non-compliant element will be identified with a verbal description of the issue along with supporting photographs of the condition. Reference to the ADA Standards will then be provided to explain what the condition requirement is. A verbal description of a solution will be included. Each of the 93 properties will be separated and reported individually. This can assist the county in dividing the work into best use resources.
11. A compilation of items out of compliance in a spread sheet format will be provided not only to assist in the prioritizing of readily achievable and necessary repairs but for in house county information and guidance.

Once a contract is awarded and initial meetings have taken place to gather information on the properties, a more detailed calendar with expected timeline goals will be shared with the County,

5.24.4 Pricing/Fee Schedule/Proposal of Fees

Careful consideration has been taken to calculate estimated time needed to perform a complete and thorough inspection and assessment of each of the 93 properties listed in the Request for Proposals. We have researched each of the properties by using the county web site and google search to try to determine the scope of each portion of work. The following is our best estimate of time and costs associated with this project.

Our value to Clay County is clear. No time during the course of this project will an unlicensed Registered Accessibility Specialist be working in any capacity on this assessment. Having licensed specialists gives you the security of knowing we have been not only trained but tested to prove our knowledge of the ADA standards. In addition, Julie Gereda is a licensed architect with decades of experience in construction administration and accessibility. Our prioritizing and providing possible economical solutions will be of great benefit to this project. We always not only consider our property owner and client but the end user. We not only work to make the facilities fully accessible to all users but to also be precise and thorough in our inspections because we know out of compliant facilities are a liability to you. Julie has worked successfully defending owners of properties as an expert witness and understands the liability risk. We hope to provide a report that also can be used as an educational tool for maintenance personnel so they will learn to identify and correct out of compliant issues. In short, we feel we are the best qualified team for this project.

Therefore, we propose a fixed fee of \$ **96,150.00**.

JULIE ERICSON GEREDA
ARCHITECT / REGISTERED ACCESSIBILITY SPECIALIST.LLC

The following is a tentative schedule of assessments of properties as requested by Clay County. The timeline is intentionally flexible due to unknown conditions as well as ages of properties, weather, and unforeseen circumstances. However, we believe that the schedule as follows for on-site property assessments is feasible.

As the property assessments are completed, images and detailed notes will be gathered to be included in the final reports. We intend to prepare reports clearly showing all issues noted with descriptions, images, measurements where needed, and references to applicable standards. We will also include a suggestion or recommendation for repair or correction.

If the County has available floor plans, site plans or other documents that may be helpful in our property assessments, it would be greatly appreciated if we can receive access. Not only will this help in the actual on-site assessments, but also to make educated recommendations and/or suggestions. The more information we can gather prior to our assessments, the more thorough our inspections will be and, in turn, our final reports of the findings.

We will also gather first-hand information from county employees, not only for the physical assessments, but to learn about the current status of accessible communication methods.

At this time, we anticipate the on-site property inspections to take around 20-25 working days, anticipating any possible unforeseen circumstances such as not having access to a property. If this schedule needs to change for any reason, such as upon any instances where we need to return to a property, we will communicate this with the project manager for access to be granted again as soon as we are aware of the change.

As requested in the Scope of Work, the on-site assessments of properties will take approximately 6 weeks and be completed by Friday, September 27th, 2024. After all assessments are completed, the notes, images and information gathered will be used to prepare a comprehensive and detailed report of all assessments. We expect the report to take an additional 8 weeks to be delivered on or by November 29th, 2024. At this time, we are tentatively planning on beginning our assessments in Clay County on August 19th, 2024.

- *There are a few locations which appear to be duplicated in the list – prior to our assessment we will confirm and get clarifications.*

Aug. 19:

Little Rain Lake Park	6725 Little Rain Blvd.	Keystone Heights
Lake Brooklyn Boat Ramp	7165 King Street	Keystone Heights
Lake Geneva Park	7831 State Road 21	Keystone Heights
Lake Geneva Boat Ramp	6360 5th Street	Keystone Heights
Twin Lakes Park	6065 Twin Lakes Road	Keystone Heights
Fire Station #11	8700 Firetower Road	Keystone Heights
Tax Collector	7380 SR 100 Suite 10	Keystone Heights
Fire Station #10	120 Flamingo Street	Keystone Heights
Library	175 Oriole Street	Keystone Heights
Senior Citizen Center	125 North Commercial Circle	Keystone Heights

Aug. 20:

Fire Station #23	6837 County Road 315C	Keystone Heights
Fire Station #12	5629 FL-16	Starke
Fire Station #25	6000 West SR 16	Starke
Kingsley Lake Park	6110 Kingsley Lake Drive	Kingsley Lake
Clay County Sports Complex	4790 Victory Lane	Middleburg
Clay County Adventure Park	3829 Sgt. Bradley Crose Rd	Middleburg
Fire Station #13	5283 County Road 218 W	Middleburg

Aug 21

Library	2245 Aster Avenue	Middleburg
Tax Collector	2710 Blanding Blvd. #20	Middleburg
Fire Station #14	4003 Evertt Avenue	Middleburg
Hunter-Douglas Park	4227 Longmire Road	Middleburg
Omega Community Park	4317 CR 218	Middleburg
Weigel Senior Citizens Building	3916 Section Street	Middleburg
Middleburg Civic Center	2102 Palmetto Street	Middleburg
Community Center	2102 Palmetto Street	Middleburg
M.Sgt. John E. Hayes Memorial Park	3788 Main Street	Middleburg
Main Street Boat Ramp	3788 Main Street	Middleburg

Aug 22:

Sherriff Sub-Station	1836 Blanding Blvd.	Middleburg
Foxmeadow Park	1155 Foxmeadow Drive	Middleburg
Foxmeadow Recreational Park	1155 Foxmeadow Trail	Middleburg
Fire Station #15	290 Branscomb Road	Green Cove Springs
Ronnie Van Zant Park	2760 Sandridge Road	Green Cove Springs
Old Ferry Boat Ramp	2231 Old Ferry Road	Middleburg
Ridaught Landing Park	3016 Chief Ridaught Trail	Doctors Inlet
Signal Maintenance Shop	266 Sleepy Hollow Road	Middleburg
Paul C. Armstrong Park	2445 CR 220	Middleburg

Aug. 23:

Four Silo Park	1657 Farm Way	Middleburg
Greenwood Park	245 Evergreen lane	Middleburg
Tanglewood Park	1466 Gifford Avenue	Lakeside
Fire Station #17	3394 Peoria Road	Orange Park
W. E. Varnes Park	3593 Fortuna Drive	Orange Park
Moody Avenue Park	3510 Moody Avenue	Orange Park
Foxridge Park	2599 Bottomridge Drive	Orange Park
Fire Station #18	207 Blanding Blvd.	Orange Park
Library	2054 Plainfield Avenue	Orange Park
Senior Citizens Center	414 Stowe	Orange Park
Tax Collector Office	1518 Park Avenue	Orange Park

Aug. 26:

Deerfield Point Park	3228 Deerfield Pointe Drive	Orange Park
Oakleaf Community Park/Soccer Comp	3979 Plantation Oaks Blvd.	Orange Park
Fire Station #26	4030 Ivory Crossing	Orange Park
Moccasin Slough Park	4393 Raggedy Point Road	Fleming Island
Oak Creek Park	1760 Castille Drive	Fleming Island
Eagle Harbor Park	1245 Forest Park Drive	Fleming Island
Eagle Harbor Soccer Complex	4387 Lakeshore Drive	Fleming Island
Lake Shore Boat Ramp	4300 Lakeshore Drive	Fleming Island
Doctor's Lake Park	2399 Lakeshore Drive N	Fleming Island

Aug. 27:

Office Park Building 400	1845 Town Center Blvd.	Fleming Island
Office Park Building 500	1845 Town Center Blvd.	Fleming Island
Office Park Building 600	1845 Town Center Blvd.	Fleming Island
Sub Station (leased)100	1845 Town Center Blvd. #115	Fleming Island
Fleming Island Public Library	1895 Town Center Blvd.	Fleming Island
Thunderbolt Park	5700 Hwy 17	Fleming Island
Plantation Sports Complex	321 Old Hard Road	Fleming Island
Neptune Park	2070 Thunderbolt Road	Fleming Island
Island Forest Park	6183 Bermuda Drive	Fleming Island
Fire Station #22	5995 Pine Avenue	Fleming Island

Aug. 28:

Black Creek Park and Trail	7890 Hwy 17	Fleming Island
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Aug. 29:

Knight's Boat Ramp	1470 River Lane	Green Cove Springs
Camp Chowenwaw Park	1517 Ball Road	Green Cove Springs

Maintenance Shop	1565 County Road 315	Green Cove Springs
Fire Rescue Logistics Facility	1569 County Road 315	Green Cove Springs
Governors Creek Boat Ramp	1282 Orange Ave.	Green Cove Springs

Aug. 30:

Courthouse	825 N. Orange Ave.	Green Cove Springs
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Sept. 2:

County Jail	801 Orange Avenue	Green Cove Springs
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Sept. 3:

County Administration Bldg.	477 Houston Street	Green Cove Springs
Supervisor of Elections Office	500 N. Orange Avenue	Green Cove Springs
Sherriff's Vehicle Maintenance Facility	1000 Center Street	Green Cove Springs
Maintenance Shop	5 Esplande Ave.	Green Cove Springs

Sept. 4:

Carl Pugh Park	317 S. West Street	Green Cove Springs
Fire Station #20	303 S. Oakridge Avenue	Green Cove Springs
Old Courthouse Museum	915 Walnut Street	Green Cove Springs
Senior Citizen Center	604 Walnut Street	Green Cove Springs
Library	403 Ferris Street	Green Cove Springs

Sept. 5:

Shands Fishing Pier	4051 Old Shands Bridge	Green Cove Springs
Shands Bridge Boat Ramp	4051 Shands Pier Road	Green Cove Springs
Williams Park Boat Ramp	240 Williams Park Road	Green Cove Springs
Fire Station #24	5105 Sweat Road	Green Cove Springs
Emergency Operations Center	2519 FL-16	Green Cove Springs

Sept. 6-9:

Clay County Agriculture Center	2643 W SR 16	Green Cove Springs
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Sept. 10:

Pier Station Park	4160 Pier Station Road E	Green Cove Springs
Clay County Environmental Services	3545 Rosemary Hill Road	Green Cove Springs
Animal Control	3984 FL-16	Green Cove Springs