

Clay County Agreement/Contract No. 2024/2025 – _____

AGREEMENT FOR CLAY COUNTY JUDICIAL FACILITY MASTER PLAN

This Agreement for Clay County Judicial Facility Master Plan (“Agreement”) is entered into this ____ day of December, 2024 (“Effective Date”), and is between Dewberry Architects Inc., a Delaware company authorized to do business in Florida (“Consultant”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, Clay County, located southwest of Jacksonville along the St. Johns River, is experiencing significant growth and is expected to continue to grow over the next 10 years; and

WHEREAS, Clay County is made up of four municipalities (The Town of Orange Park, The City of Green Cove Springs, The City of Keystone Heights, and The Town of Penney Farms) and various neighborhoods (Middleburg, Fleming Island and Oakleaf); and

WHEREAS, Clay County is a home rule charter County governed by the Board of County Commissioners composed of five members and operating under an appointed County Manager form of government; and

WHEREAS, Clay County Constitutional Officers are independently elected County Officers comprised of the Clerk of the Courts, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector; and

WHEREAS, the Clay County Courthouse is located at 825 N. Orange Avenue in Green Cove Springs, FL 32043 situated on 3.285 acres, and the current facility located thereon is comprised of two sections/building; and

WHEREAS, the County issued a Request for Qualification, RFQ No.: 23/24-080 (“RFQ”), to engage a qualified consultant to develop a phased Judicial Facility Master Plan for the Clay County Courthouse; and

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

WHEREAS, a committee consisting of Circuit Judge, 4th Judicial Circuit Judge, Clerk of Court and Comptroller, Trial Court Administrator, Director of the Clay County State Attorney’s Office, and Facilities Operation and Maintenance Division Director evaluated and ranked the proposals submitted, and on September 10, 2024, the Board of County Commissioners of Clay County, Florida (the “Board”) accepted staff’s evaluation and ranking and awarded the RFQ to the Consultant as the top ranked firm; and

WHEREAS, subsequent to the RFQ award, the parties engaged in discussions and negotiations to address the scope of work, timing, and pricing of the services, and based upon such negotiations, the Consultant provided the County with the final negotiated proposal dated December 2, 2024, which is attached hereto and addresses Phase 1 of the Services to be provided under this Agreement (“Consultant’s Proposal”); and

WHEREAS, the Consultant is licensed and qualified to provide the requested services and has experience conducting similar studies and assessments in Florida and around the United States; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ 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 overall intent of the Judicial Facility Master Plan is to identify short and long-term facility needs and create a Long Term Master Plan to address those needs in the most effective and efficient manner (the “Project”). The Project shall be completed in Phases with Phase 1 being addressed under this Agreement.
- (c) The scope of work to be performed and provided by the Consultant for Phase 1 is set forth in the RFQ Scope of Work attached hereto as **Exhibit 1** and the Consultant’s Proposal attached hereto as **Exhibit 2** (the “Services”). Phase 1 shall consist of Information Gathering and has been allocated by the Consultant into Phase 1A (Projections and Facility Assessment) and Phase 1B (Block Space Program Development) and further allocated into various Tasks under Phase 1A and 1B as set forth in **Exhibit 2**. Upon completion of the Phase 1 Services, the Consultant shall prepare and submit to the County a final Phase 1 Report which includes the deliverables set forth in **Exhibit 2**, and if requested by the County, the Consultant shall present such Report to Clay County staff and/or the Board.
- (d) The Consultant’s Proposal includes a schedule for the Services (“Phase 1 Schedule”) which is attached as Attachment C to **Exhibit 2**. The Phase 1 Schedule may otherwise be updated as necessary, but the Consultant shall not make material changes which increase the Phase 1 Schedule unless otherwise modified upon executed approval of a Change Order. The approval of

the Phase 1 Schedule by the Project Manager in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the schedule. The Consultant is and shall remain responsible for the planning and execution of the Services in order to complete Phase 1.

(e) The County will establish a Steering Committee to oversee the performance of the Consultant's Services under the Agreement. The Steering Committee will work in close coordination with the Consultant and its planning team throughout the Project to provide oversight, recommendations, and verify that the process and solution reflects the priorities of all key user groups. The Steering Committee shall be composed of members as determined by the County. The establishment and operation of the Steering Committee shall not relieve the Consultant of its obligations under this Agreement or diminish its responsibility for the quality and timeliness of its Services.

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

(g) 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.

(h) In entering into this Agreement, the Consultant represents that it now has or will secure all equipment and personnel required to perform the 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 to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services.

(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 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. 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.

(m) The County shall have the sole right to reduce or eliminate, in whole or in part, the scope of work of any Service at any time and for any reason, upon written notice by the County Representative or Project Manager to the Consultant specifying the nature and extent of the reduction. In such event, the Consultant shall be compensated for the Services already performed. The Consultant shall also be compensated for the Services remaining to be done and not reduced or eliminated under the Agreement. However, the Consultant will not be compensated for services not performed or that are eliminated from this Agreement by the County.

(n) 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. If deficiencies are indicated, remedial action shall be implemented immediately. The County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies.

(o) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Gene Price, Director of Facilities for the County, or designee.

2. ADDITIONAL PHASES AND SERVICES

(a) The County reserves the option to add additional Phases to the Project as part of the Services to be performed by the Consultant under the Agreement should the County desire to do so. The parties anticipate that Phase 2 would consist of the Master Plan development. Should the County desire to move forward with Phase 2 or any other additional Phases, such Phases, including scope, timing, and fees, must be mutually agreeable between the parties and made a part of the Agreement by a written amendment. The County, by virtue of this Agreement, gives

the Consultant no guarantee of any additional Phases, and the County is under no obligation to move forward with Phase 2 or any other additional Phases utilizing Consultant's services.

(b) Additionally, 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 parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Services. The Consultant agrees to timely perform all Services as provided for in this Agreement.

(b) The term of the Agreement shall begin on the Effective Date and shall terminate upon completion of all Services hereunder.

(c) The Consultant agrees to provide the Phase 1 Report to the County within six months of the Effective Date of this Agreement. The Agreement shall be extended only upon written agreement of the County and the Consultant.

4. PAYMENT

(a) The County agrees to pay the Consultant for the Services performed in accordance with the terms of this Agreement. The total lump sum amount for completion of Phase 1 Services is \$249,997.00 as set forth in **Exhibit 2**. This amount includes the Services performed by the Consultant and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and any other expenses associated with the completion of Phase 1 Services.

(b) Payments are to be made by the County to the Consultant upon presentation of an Invoice submitted to the County on a monthly basis 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 with a copy to the Project Manager. 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 Services done or completed. The amount of the monthly payment shall be the value of the Services rendered to the date of the Invoice, less requests previously submitted and payments made. 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.

(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 and description of the Services and Tasks 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 or 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 have not been properly delivered or 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) 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.

(f) Final Payment. 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.

(g) 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. CHANGE ORDERS

(a) As used herein, a "Change Order" means a written change, amendment, or modification to the Agreement that must be approved by the County in writing. Change Orders shall only be used when necessary to clarify the Services, to provide for a change in the Services, to provide for an adjustment to the Consultant's fees, to provide for a time extension, and to settle contract claims. Prior to requesting approval of a Change Order, the Consultant shall review the costs of any proposals and negotiate in good faith with any affected subconsultants in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

(b) Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County.

Change Orders shall not be used for time extensions requested by the Consultant under circumstances or conditions attributable to the Consultant.

7. 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, including its officers, directors, employees, 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 the Consultant and other persons employed or utilized by Consultant in the performance of the Agreement. In no event shall Consultant be required to indemnify the County for any negligence, recklessness or intentionally wrongful conduct of the County.

(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) No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

(d) PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(e) The provisions in this paragraph shall survive the termination or expiration of this Agreement.

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. 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.

9. DOCUMENTS, OWNERSHIP, AND USE

(a) All documents, including, but not limited to, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, 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. DEFAULT AND TERMINATION

(a) Default by Consultant. 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 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.

(b) Upon the failure or inability of the Consultant to cure the default, as set forth in (a), the County may at its discretion exercise any one of the following remedies, either concurrently or consecutively:

1. Terminate the Agreement for cause.
2. Begin an appropriate legal or equitable action to enforce performance of this Agreement.
3. Withhold or suspend payment of all or any part of a request for payment.
4. Exercise any corrective or remedial actions, to include, but not be limited to:
 - i. Request additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance.
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected.
 - iii. Advise the Consultant to suspend, discontinue, or refrain from incurring costs for any activities or Services.
 - iv. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not preclude the County from pursuing any other remedies in this Agreement or provided at law or in equity.

(c) 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.

(d) 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.

(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) 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 subconsultant 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.

(g) 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.

(h) 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 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, 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.

11. 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.

12. 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.

13. 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 CONTRACTOR'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.

14. 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.

15. 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.

16. 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.

17. HUMAN TRAFFICKING ATTESTATION

(a) In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

18. 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 paragraph, 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.

19. 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 1 year following the completion of this Agreement.

20. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

(a) In performance of this Agreement, the Consultant agrees to comply with the following statutes and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

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) In connection with this Agreement, the County authorizes the Consultant’s utilization of the subconsultants identified in the Consultant’s Response and/or Proposal. Utilization of any other subconsultant(s) in connection with 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. 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:

Dewberry Architects Inc.
800 North Magnolia Ave., Suite 1000
Orlando, FL 32803
Attention:

With a copy to:
Dewberry Architects Inc.
8401 Arlington Boulevard
Fairfax, VA 22031
Attn: Legal

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: Gene Price, 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.

33. 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.

34. 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.

35. 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.

36. ENTIRE AGREEMENT

(a) This Agreement represents the entire agreement between the regarding the subject matter herein. 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.

37. 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.

38. ATTACHMENTS/EXHIBITS

(a) The attachments/exhibits listed below are incorporated herein by reference and made a part of this Agreement as if set out fully herein.

Exhibit 1: RFQ Scope of Work

Exhibit 2: Consultant's Proposal

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.

DEWBERRY ARCHITECTS INC.

By: _____

Print Name: _____

Print Title: _____

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

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EXHIBIT 1
RFQ SCOPE OF WORK



REQUEST FOR QUALIFICATION

23/24-080

CLAY COUNTY JUDICIAL FACILITY MASTER PLAN

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: June 27, 2024

LAST DATE FOR INQUIRIES: July 19, 2024, 4:30 pm

BID DUE: July 29, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/claycounty>

Clay County
REQUEST FOR QUALIFICATION
Clay County Judicial Facility Master Plan

I. Introduction.....

II. Instructions to Bidders.....

III. Scope of Work

IV. Evaluation Phases

V. Supplier Questionnaire

Attachments:

A - Chapter 8

B - EFT FORM

C - W-9 (2024)

D - Certificate of partial payment

E - Certificate of final payment

F - May 2003 - Clay County Courthouse Space Program

G - January 1999 - Judicial System Master Plan

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (County) is seeking a qualified Consultant to develop a phased Judicial Facility Master Plan for the Clay County Courthouse. The purpose of this Request for Qualification (RFQ) is to identify short and long-term facility needs and create a twenty-five (2049) and fifty (2074) year Master Plan to address those needs in the most effective and efficient manner.

3.2. Objective

The awarded Consultant will need to compare space needs with space shortfalls and develop both short and long-term strategies for the upgrade/renovation of the existing facility and/or construction of a new facility.

The Master Plan needs to focus on existing space deficiencies, future requirements, and alternative strategies for improvement. Detailed specifications for the design of the individual spaces in the building needs to be provided to the County.

Consultants interested in performing these services must exhibit considerable relevant experience with this type of work (specifically previous experience in design and construction of judicial facilities) and should emphasize both the experience and capabilities of specific personnel who will actually perform the work.

The Program Development and Master Plan will be completed in Phases. However, the award of Phase II (Master Plan) will be contingent upon acceptance of Phase I (Program Development) by Stakeholders.

3.3. Geographic Informaiton

Clay County, located southwest of Jacksonville along the St. Johns River, is experiencing significant growth. The County is expected to grow significantly over the next 10 years. Clay County is conveniently accessible via interstate, federal and state highways. Interstate 295, connecting I-95 and I-10, meets Highway 17 (aka: Park Avenue) and Highway 21 (aka: Blanding Boulevard), the two major north-south roadways through the county. Clay County is made up of four (4) municipalities (Orange Park, Green Cove Springs, Keystone Heights and Penney Farms) and various neighborhoods (Middleburg, Fleming Island and Oakleaf).

3.4. Facility

The Clay County Courthouse is located at 825 N. Orange Avenue in Green Cove Springs, FL 32043 situated on 3.285 acres. The current facility is compromised of two (2) sections/buildings:

- Building 1 - Four (4) Stories
 - Built in 1972 and has a finished square footage of 23,391.

- Building 2 - Four (4) Stories
 - Only three (3) floors are operational. The 3rd floor solely consists of a secured hallway for inmate transport between the Jail and Courthouse;
 - Built in 2007 and has a finished square footage of 86,757.

Circuit and County Court services are offered at the Courthouse. Office accommodations are provided for the Circuit Judges, County Judges, Magistrates, States Attorney's Office, Public Defender's Office, Guardian Ad Litem, Clerk of Court and Comptroller, and all supporting staff at this facility. Currently, Family Court Services and Quigley House also operate out of the Courthouse.

3.5. County Organization

The goals and objectives of the County directly relate to its mission to provide quality of life, safety, and health to the County's citizens. The County is committed to the vision of a better tomorrow and the best possible today.

The County serves as the representative body of the county operating under the Home Rule charter since 1991. Charter powers address self-government, which cannot conflict with general law or special law approved by the voters of the County. The County is governed by a five-member Board elected as single-member districts for four (4) years.

In addition to the Board of County Commissioners, there are five (5) independently elected constitutional officers as follows:

- Clerk of Circuit Court
- Property Appraiser
- Sheriff 's Office
- Supervisor of Elections
- Tax Collector

There are currently two (2) elected County Judges.

Per Florida Statute 29.008, Counties are required to fund the cost of communications services, existing radio systems, existing multiagency criminal justice information systems, and the cost of construction or lease, maintenance, utilities, and security of facilities for the Circuit and County Courts, Public Defenders' Offices, State Attorneys' Offices, Guardian Ad Litem Offices, and the offices of the Clerks of the Circuit and County Courts performing court-related functions.

The term "Facility" means reasonable and necessary buildings and office space and appurtenant equipment and furnishings, structures, real estate, easements, and related interests in real estate, including, but not limited to, those for the purpose of housing legal materials for use by the general public and personnel, equipment, or functions of the Circuit or County Courts, Public Defenders' Offices, State Attorneys' Offices, and court-related functions of the office of the Clerks of the Circuit and County Courts and all storage. This includes access to parking for such facilities in connection with such court-

related functions that may be available free or from a private provider or a local government for a fee. The office space provided by a county may not be less than the standards for space allotment adopted by the Department of Management Services, except this requirement applies only to facilities that are leased, or on which construction commences, after June 30, 2003. County funding must include physical modifications and improvements to all facilities as are required for compliance with the Americans with Disabilities Act.

3.6. Previous Studies

Previous studies were completed on the Courthouse facility. The results of all studies are included in the Attachments of this RFQ.

3.7. Oversight of the Master Plan

The Clay County Facilities Department's Project Manager will be the point of contact overseeing the awarded Agreement. A Review Committee will be identified prior to execution of the awarded Agreement.

Adequate time must be dedicated to each Phase to allow Stakeholders sufficient time to review, comment and direct the design, planning, and schedule of work for the duration of the process.

3.8. Scope of Services

PHASE 1: PROGRAM DEVELOPMENT

The overall intent for Phase I is the complete development of both short and long-term strategies (2049 and 2074 Master Plans) for the upgrading of the existing facility based on the understanding of the spatial and functional needs of the County's Judicial System.

Anticipated services include, but are not necessarily limited to the following:

- Facility Vision, Goals, and Demands
 - Collaborate with Stakeholders on policing philosophy, organizational hierarchy, current and future Department goals, jurisdictional strategic plan, staffing projections, key personnel to be interviewed, space needs of agency by function, and any other information deemed appropriate to ensure an accurate analysis.
 - Understanding of the existing facility's layout, building codes within jurisdiction and anticipation of future policing trends and needs.
 - Projections of population and all elected constitutional departmental growth.
- Facility Condition Assessment
 - Conduct a thorough space analysis to demonstrate the current inadequacies and offer reliable estimates of current and projected space requirements based upon industry standards, policing trends, and the County's growth for the facility listed. This will include any previous assessments plus identification of any new items. A high-level summary of items to be considered consist of the following:

- Reviewing the current space utilization of the facility;
- Updating energy/resource utilization;
 - Internal security needs; partitioning space requirements between civilian personnel, law enforcement personnel/staff, sworn personnel, the public, and detainees;
 - Security needs including, but not limited to, secured parking for the Judges and Clerk of Court, front entrance, employee entrance, data programs, etc.
 - Detention area requirements including but not limited to, size, number of detention spaces, adherence to national and federal standards, separation of gender and youth, detainee and employee health requirement;
 - Consideration of the impacts of technology, security, accessibility and flexibility on spatial requirements;
 - Consideration for records retention storage required by FL Statute;
 - Consideration for evidence storage requirements for the Clerk of Court;
 - Separation requirements for site access for civilian personnel, law enforcement personnel/staff, sworn personnel, the public, and detainees;
 - Identifying space deficiencies and opportunities for improvement;
 - Projections and modeling of space needs using typical planning modules based on widely accepted standardized judicial system space standards;
 - Project and implementation recommendations based on operational priorities and circumstances of the existing facility.
- Conduct a Gap Analysis that determines what the County's needs are as compared to the exiting facility.
- Data gathering can include, but is not limited to, meeting notes, surveys, as-builts, and staff engagement. Physical tours of the existing facility will be coordinated with the County Project Manager or designee.
- The awarded Consultant shall provide an initial County engagement strategy at the beginning of the Project, identifying focus groups to be engaged and a strategy for broader County engagement meetings. In preparation for each round of engagement, the awarded

Consultant shall provide an addendum to the engagement strategy, identifying key information needed from the County and questions aimed to elicit this information.

- The awarded Consultant is to provide an anticipated schedule outlining a work plan for the reoccurring progress meetings as well as deliverables for Phase I of the project.
- Minimum deliverables for this Phase:
 - Interim and final status report.
 - Breakdown of the Judicial Facility by Department;
 - List of all current and future personnel in each Department by job classification and title;
 - List of major equipment and furniture necessary for each job classification in a particular Department to adequately perform their duties;
 - List of rooms other than offices and workstations in each Department;
 - List of all major equipment and furniture belonging to each Department;
 - List of all accessory spaces necessary to the operation of the Department, with consideration of future needs;
 - Identify and list all site requirements;
 - A detailed space program documenting all of the above.

PHASE 2: MASTER PLAN

- Develop Options
 - Develop and present options to address any identified Gaps and optimize the use of County resources:
 - Renovation of Existing Facility: Propose a re-allocation of space within the existing facility to accommodate growth and create optimal and efficient use of space.
 - Hybrid: Propose a re-allocation of space within the existing facility to accommodate only personnel required to be in the facility and move personnel out of Courthouse who do not need to work in the Courthouse on a daily basis.
 - Perform a preliminary planning for a new County Judicial Facility. Assist with identifying a site for future development of such a facility. Provide preliminary information regarding proposed building occupants, estimated size in gross square feet and a project budget. The requirements of a new site shall take geographical limitations (distance, time, proximity to supporting agencies, access for the public, etc.) into consideration.

- For each option listed above considerations and requirements shall be identified for:
 - Supporting staff including but not limited to, maintenance technicians, information technology technicians, and custodians;
 - Considerations for climate-controlled server room;
 - Plan for redundancy with IT infrastructure to ensure no interruption to the court system (due process).
 - Potential funding streams for each option listed above shall be recommended. Examples of potential funding sources are Impact Fees, Capital Improvement Plan, Grants, and Appropriations.
 - Consideration of energy efficiency, urban planning best practices, traffic and transportation impacts and any other factors to the determination of any site's adequacy.
- Master Plan Document
 - The awarded Consultant shall prepare a twenty-five (2049) and fifty (2074) year Master Plan document. The Master Plan is expected at a minimum to contain the following elements:
 - Statement of Objectives, Principles, Assumptions, Policies;
 - Community Overview: An overview of Clay County's historical and current context, as well as Clay County's forecasted future;
 - Engagement Overview: An overview of all engagement activities and what was heard from Stakeholders;
 - Assessment Overview: An assessment of the condition of the existing facility. This shall include prioritized recommendations for renovation and maintenance plan of the existing facility;
 - Implementation Plan: Policy Recommendations and Implementation Matrix;
 - Facilities Plan Element: A detailed long or mid term schedule and specifications for implementing the facility;
 - Action Plan Element: An action plan containing a prioritized list of recommendations necessary to accommodate program growth and to create optimal and efficient use of the facility;
 - Financial Plan Element: A financial plan outlining the fiscal impact of each recommendation;

- Technical Appendices and Reports: Charts, graphs, maps and other data as needed to support the plan and its presentation to appropriate audiences.
- The final Master Plan and report are anticipated to include both a narrative and graphic components and will possibly be used to pursue design and construction services. Accuracy of graphic shall be developed to a level and scale to support quantity take-offs for general planning purposes.
- Prior to formal presentations, each section of the report will be subject to Stakeholder review cycles which should be reflected in the project schedule. The awarded Consultant will be required to adjust the Master Plan and report upon suggested edits. Advancement though each section of the report will be contingent upon Stakeholder recommendations. The awarded Consultant may be asked to assist in several internal and external workshops of the Master Plan and report. The final Master Plan and report shall be presented for final approval.
- Cost Estimates
 - The awarded Consultant shall provide cost estimates throughout the Master Plan. The cost estimates will be broken down into these elements:
 - New Building - Land purchase (size and location proposed) and build required square footage.
 - Remodel - Remodel current building to meet Master Plan. Increase the square footage and parking as necessary.
 - Hybrid - Remodel current building and move personnel out of the Courthouse who do not need to work in the facility on a daily basis.
 - The awarded Consultant shall recommend any update to the Project budget necessary to reflect any changes resulting from the Master Plan.

The awarded Consultant may be asked to provide additional services for other facilities including, but not limited to:

- Clay County Jail
 - 901 N Orange Avenue, Green Cove Springs, FL 32043
- Clay County Historical Courthouse
 - 915 Walnut Street, Green Cove Springs, FL 32043

3.9. Term

The County's objective is to have Phase I completed within six (6) months of the effective date of the awarded agreement and Phase II completed within an additional eight (8) months, if awarded.

Consultant shall provide a detailed schedule reflecting the proposed timeline to complete Phase I and Phase II.

3.10. Payment

The Consultant may request payment no more than once monthly, based on the amount of work 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.

3.11. Performance Evaluation

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

3.12. Cancellation of Contract

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

3.13. 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.

3.14. 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 RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. 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.

Unless there is a clear statement provided within Bidders Bid, all other Consultants listed will be considered as subconsultants.

EXHIBIT 2
CONSULTANT'S
PROPOSAL

December 2, 2024

Clay County
Ms. Karen Smith
Director of Administrative and Contractual Services
477 Houston Street
Green Cove Springs, FL 32043

RE: RFQ 23/24-080 - Clay County Judicial Facility Programming Plan

Dear Ms. Smith,

Dewberry in association with CGL are pleased to submit our revised fee proposal for the planning studies for your courthouse. The study of the judicial facilities will provide the County with a long-term master program document to address the full range of services needed to support needs of your court system. Attached to this cover letter are the following documents:

- Scope of Work for Programming the County's Court functions
- Fee proposal for the Judicial programming effort
- Project Schedule

Total Fees for the Judicial Facility Master Plan: \$249,997.00

We greatly appreciate this opportunity to submit our fee proposal and associated scope of work for your judicial programming plan. We are available to discuss our proposal at your earliest convenience. Also, should you have any questions regarding our submittal please do not hesitate to reach out.

Sincerely,



Jim Beight, AIA, LEED AP
Senior Principal

Attachments:

Attachment A Scope of Work for Master Programming for the County's Court functions

Attachment B Judicial Master Programming Fee

Attachment C Schedule

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A. Approach to Serving the Needs of the County/ Judicial Functions

The Dewberry Team is prepared to provide the planning, facility evaluation, and workshop facilitation services required to quantify the long-term needs of Clay County's Court system. We propose a project approach that will foster consensus among the justice system, Clay County, and other affected agencies.

OUR PROCESS RECOGNIZES:

- The independent and interrelated concerns and needs of each court and court related functions, and the need for a collaborative process that will recognize and address the priorities of all groups within the court system.
- The necessity of arriving at a fiscally responsible solution that provides long-term viability as well as expansion capabilities and including associated construction costs to assist in capital planning.
- The need to balance any uncertainty associated with long-term planning with a flexible project implementation timeline, so that each recommended phase can serve as a workable solution.

The goal of a process and document which map out clear steps for the County to follow, including specific solutions for court expansion.

Our team has years of expertise conducting similar studies in Florida and around the U.S. using a method that combines the specialty expertise of our team members with the knowledge of local stakeholders in a series of collaborative workshops.

Key Project Challenges & Opportunities:

Evidence-based caseload forecasting

- Statistical modeling methodology based on an intimate knowledge of the differences among case types, workload, national trends and staffing needs,
- Accurate forecasting is the first step in the space plan and must be focused on adapting to the realities of court operations.

Court Administration Best Practices on Efficiency

- Courts are examining themselves from a re-engineering perspective so they may operate more efficiently in difficult fiscal settings.
- A facility planning study considers possible efficiencies noted in the course of interviews and observations of court operations to enhance efficiency and service through technology.
- We will address the technology applicability to enhance or remedy court operation and service delivery under various geographic configurations.

Systemic Coordination

- Identify concerns, constraints, and opportunities for upgrades to address the County's goals for facility operation.
- Access to courts by the general public will be factored into the implementation schedule.

Development of Viable Alternatives

- Verify that all viable possibilities are considered and are allowed.

Assessing Operational Impact of Alternatives

- Site planning for a facility either as an expansion or as new construction at another location on county-owned property involves a reconsideration of impact on court operations and the operations of court-related agencies.

We believe the following to be the more prominent challenges confronting the County, which we will assist in addressing through this study:

- 1 - evidence-based caseload forecasting,
- 2 - accurate assessment of courtroom and judicial needs,
- 3 - development of viable alternatives,
- 4 - assessing operational impact of alternatives,
- 5 - economically viable facility solutions.

1. Evidence-based caseload forecasting. Over a period of 30 years, the planning team has honed a methodology for forecasting caseload and related workload as the basis for space needs planning. This methodology is based on an assessment of the

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different processing paths among case types and the variations in space, workload, and staffing needs that they create.

2. Accurate assessment of courtroom full-time equivalencies. Determining the existing courtroom utilization is important to estimating future Courtroom needs. Our team has developed a unique approach to converting caseload and court dockets into quantifying the need for new judges and courtrooms through the analysis of caseload type. This analysis allows the court docket to be analyzed for potential improvements in efficiencies in courtroom use, in many of our team's needs studies, identification of the best solution relies on the flexibility of this analysis.

3. Efficient Operations and system coordination. One central question is the reasonableness of upgrading the existing court infrastructure, given today's unique tensions between public access and security. Our team has worked in similar existing courthouses where continued use of the facility appeared impossible. We have crafted a respectful and delicate solutions to allow for the continued use of existing court facilities. Our team is prepared to review the existing facilities in Clay County to arrive at a workable solution.

The planning team will coordinate closely with the County Project Manager, County officials and Court Leaders to maintain ongoing communication and to verify that systemic issues are surfaced and addressed.

4. Development of Viable Alternatives. The best way to arrive at the ideal solution is to first identify all the viable alternatives and evaluate each using unbiased operationally oriented criteria. The process we will undertake is a collaborative, workshop-oriented process designed to permit exploration of a range of solutions, without narrowing the range of options from the outset, so that a solid decision-making methodology can be undertaken. and documented in a context designed to encourage participation by all stakeholders., and that there is consensus around the recommended solution.

5. Assessing operational impact of alternative solutions. The most common issues that arise in older court facility studies involve adjacency, security, and circulation. These factors affect the efficiency of operations. From in-custody movement to paper

transfer, nuances to the way the parties in the criminal justice system interact can be enhanced or hindered by the physical placement of elements. Operational efficiency and security will drive solutions, and the operational pros and cons of each alternative will be discussed thoroughly with the County and the Courts.

B. Project Approach and County Involvement

The following Project Approach details how the planning team plans to collaborate with Clay County and the Courts throughout this planning effort. The specific activities described reflect the corresponding schedule of tasks and major milestones on the project schedule at the close of this section.

To guide the progress of the team, we recommend the County assemble a steering committee. This committee will oversee the team's schedule, initiatives, and interim deliverables and will meet regularly or as needed to provide input at key decision points and to guide the team in the correct direction. As directed by the County, the steering committee can be comprised of key decision makers with the following roles, skills, or familiarity: representative(s) from Clay County; the clerk of each division; representatives from all court-related agencies. The Steering Committee will work in close coordination with our planning team to verify the process and solution reflect the priorities of all key user groups.

The effort described in the provided scope of services is focused on the development of the space needs for Clay County's Judicial system. At the completion of the effort the County and the Courts will have a program document that outlines the needs of the courts for 10, 15, 25 and 50 years. The planning team will also make a recommendation as to the long-term viability of reuse and expansion of the current facility versus the construction of a new facility.

PHASE 1 - INFORMATION GATHERING

The work effort will be performed in two steps, task 1.1 through task 1.6 will be performed as Phase 1A. Task 1.7 through 1.10 will be performed as Phase 1B. Following is the scope of work for the phase 1A work effort:

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The first phase of this project consists of the following: data collection and review, the physical assessments of existing facilities, data analysis and forecasting, and user interviews to gain an understanding operational needs of each functional component in the court system.

PHASE 1A PROJECTIONS AND FACILITY ASSESSMENT

TASK 1.1: KICKOFF VISIONING MEETING (CONCURRENT WITH TASK 1.2)

The project will start with a kickoff meeting with the planning team and the steering committee. Scheduled within two weeks of the Notice to Proceed, this meeting will permit all major decision-makers on the project to meet one another face-to-face and will provide an opportunity for the group to review the project schedule and set meeting dates. The planning team will present the proposed project approach and will work with the steering committee to adjust and tailor the project tasks to meet the priorities and any schedule demands. This meeting will also provide a forum to work with County and court leadership to establish some guiding principles to direct the planning efforts. These guiding principles will establish over-arching project goals, to verify that all work efforts will be directed toward a successful solution.

TASK 1.2: DATA COLLECTION AND REVIEW

As part of the data collection, the planning team will conduct brief tours of the space currently occupied by each court or court-related agency. These tours will allow the team to gain familiarity with the current operational context of the courts, and the challenges they face in their existing spaces.

This initial period of the project will also serve as the logistical coordination period during which the physical assessments will be scheduled, to keep the project moving on schedule.

TASK 1.3: USER SURVEYS AND INTERVIEWS (CONCURRENT WITH TASKS 1.4 AND 1.5)

The planning of a long-term facility solution affords an opportunity to streamline operations in the remodeled or new environment. The planning team will issue a survey and will conduct user interviews to gather input on operational concerns and needs and the ideal vision of a future work environment. The planning team will work with court leadership and

the user groups to prepare a list of operational issues for the planning team to resolve through the facility Master Plan. The surveys and interviews will take several weeks to complete, making this an ongoing task concurrent with Tasks 1.4 and 1.5.

TASK 1.4: SITE AND PHYSICAL ASSESSMENT (CONCURRENT WITH TASKS 1.3 AND 1.5)

Team members will tour each facility currently housing court functions. A walk-through assessment of each building will familiarize our team with the facilities and will prepare us for in-depth discussions with staff about operations and current and future use of each. This assessment will include a review of each building's design, general conditions, and code compliance as well as the amount of space available for various court-related activities (or for backfill). Facility assessments will be conducted by a team including a court architect, court planner, civil engineer, structural engineer, mechanical and electrical engineer. The building assessment effort is limited to providing an overall building condition assessment, not a detailed assessment of all aspects of the building. The survey team will meet on site with the County's facility staff who will provide a tour of the facilities and provide known facility deficiencies to the survey team. No destructive testing or haz-mat testing fees are included in this fee.

The physical assessment will include:

- Architectural/Engineering - Structural/architectural/historic/aesthetic assessment of major building components including roof, ceiling, fenestration, points of ingress/egress, and building envelope.
- General Conditions, Major Facility Concerns - including pending routine maintenance items/significant deferred maintenance.
- Code Analysis - evaluation of site and facility to determine if they meet applicable codes as well as any accessibility deficiencies.
- Operations and Space Utilization - floor plans will be collected or, if none exist, rough illustrations will be developed for each court and court-related group to aid in understanding current facility utilization. The team will talk to staff to

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learn how existing space is used and operational limitations posed by existing space.

- Security Analysis – evaluation of the security measures in place, access and circulation for the public, judges, and in-custody defendants, and recommendations for improvements.

The planning team will also conduct a site assessment to evaluate the suitability of the existing site for potential reuse or expansion options. The team will rely on our experience with area zoning and permit regulations to analyze the parking capacity and building footprints available. Other information gathered, as relevant, will include:

- Existing boundary survey
- Existing survey control, if any
- Existing topographical information and location of existing improvements
- Existing site conditions including hydrology, and soils
- Analysis of previously designed storm water management facilities including existing storm sewers
- Clay County, Green Cove Springs and other relevant zoning and ordinances as they relate to the development of the site.
- FDOT requirements for access to highways if applicable
- Division of Environmental Protection requirements with regards to grading and sediment control

The site and physical assessment task will conclude with an overall determination of the court facility's value to Clay County and an understanding of factors affecting quality of use, to assist the team in making decisions about renovation and/or expansion feasibility. We will also have a sound understanding of the land available for expansion, the parameters and requirements which will shape the options. This assessment forms the basis for future options.

TASK 1.5: WORKLOAD ANALYSIS/ FORECASTING (CONCURRENT WITH TASKS 1.3 AND 1.4)

This task represents the analytical foundation of the project and will focus on developing a clear understanding of current system operations and gathering historic caseload, workload, and staffing data that will be used to generate projections of growth and space requirements. The determination of how many cases will be managed in the future is critical to facility development goals. A solid caseload analysis and forecast will help in strategically preparing for future facility needs. Chloe Jaco with CGL will collect all data required to complete 10, 15, 25 and 50 year caseload forecasts by case type. Preliminary caseload estimates will be brought to Workshop 1, so that stakeholders can have a voice in selecting the most appropriate forecast to match expected growth in Clay County.

The caseload/workload forecast, together with other drivers (grant funding, prioritization) will be used to estimate personnel requirements for all court and related agencies. The forecast will factor in relevant trends in the Florida judicial system as well as future trends of the justice system from a national perspective. A preliminary range of projections of caseload/workload, based on current operational standards and high/low projection of population and growth, will be developed and translated into personnel required, based on applicable historic ratios and operational standards. These projections will be prepared for the next 50 years in 10, 15, 25 and 50 year intervals. The projected personnel requirements will be brought to Workshop 1 as well, and one confirmed, will be used as the basis for the Program of Space Needs.

TASK 1.6: WORKSHOP 1

Once facility evaluations and initial caseload, workload, personnel, and judicial forecasts have been completed, the study team will meet with the Steering Committee in a workshop setting to present the findings and the recommended forecast of caseload, courtrooms, court related personnel and administrative functions. This working meeting will solicit and welcome input from the Committee, and the Committee will be asked to review, modify, and/or approve the recommended forecasts. The planning team will also present findings for the Courthouse and other court-occupied facilities, any major concerns, and their recommendations with

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regards to the long-term re-use potential of each building from a general perspective.

The input received at this meeting will shape the team's subsequent efforts and will be crucial to developing a realistic space program of total space needs. At this point, the Steering Committee will reconfirm the proposed list of agencies to be included in the programming effort. This group should consist of representatives from the clerk's office of each division, at least one judge from each division, the Sheriff's Office, the Prosecuting Attorney, and other court related agencies as needed to give a full view of the needs of the court agencies.

PHASE 1B BLOCK SPACE PROGRAM DEVELOPMENT

TASK 1.7: DEVELOP ARCHITECTURAL BLOCK SPACE PROGRAM AND SPACE UTILIZATION DOCUMENTS

Based on the results of Tasks 1.2, 1.3, and 1.5, a block space program will be developed for each agency or functional element for 10, 15, 25 and 50 year intervals. These incremental space projections will be presented in BLOCK space format, showing court agencies as overall departmental space requirements. One of the block space programs will be selected for use in Phase 2 Master Planning. A final room by room space program will be completed later when implementation of the project proceeds. Current space standards in publications such as The National Center of State Courts' Courthouse Planning and Design Guideline, American with Disabilities Act (ADA) Accessibility Guidelines for State and Government Facilities, and, as well as any office space standards adopted by Clay County and as developed as a part of this study, will be utilized as applicable. The block space program will be packaged in a report chapter format, together with operational summary, main concerns, and problems to address, and adjacency requirements.

TASK 1.8: WORKSHOP 2

At the conclusion of Phase I, the planning team will present the outcome of the user interviews and the resulting block space program for Steering Committee comments and input. This workshop will be conducted in a collaborative and constructive fashion to bring the planning team and the Steering

Committee together in terms of content knowledge and future direction for the project.

TASK 1.9: DEVELOP FINAL ARCHITECTURAL BLOCK SPACE PROGRAM

Based on the results of Workshop Number 2 the preliminary block program of space needs will be updated for each agency or functional element. This program will include net, departmental gross, and building gross square footages. Current space standards in publications such as The National Center of State Courts' Courthouse Planning and Design Guideline, American with Disabilities Act (ADA) Accessibility Guidelines for State and Government Facilities, and, as well as any office space standards adopted by Clay County, as well as developed as a part of this study will be utilized as applicable. The block space program will be packaged in a report chapter format, together with operational summary, main concerns and problems to address, and adjacency requirements.

A preliminary Order of Magnitude Cost estimate will be developed based on the program information to serve as a check for the project's alignment with the County's resources.

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TASK 1.10: FINAL REPORT

Once the program and space requirements are approved, the Planning Team will produce the final Programming Document.

The planning team will submit an initial draft for review and comment. A final Phase 1 Report will then be issued which includes review comments and updates.

Deliverables:

Phase 1 Report

1. Facility Assessments
2. Site Analysis
3. Surveys/Interview Findings/
Operational Goals
4. Data Analysis and
Caseload/Courtroom/Judgeship
Forecast
5. Architectural Block Space Program/
Space Utilization Documents
6. Recommendation on the viability of
the reuse of the existing courthouse
versus the construction of a new
free-standing facility
7. Provide Options for project delivery
and implementation

Clay County Court Study

Master Program of Space Needs and Facilities Assessment

Proposed Schedule		Months											
		1	2	3	4	5	6	7	8	9	10	11	12
Phase One Needs Assessment													
Phase 1A Projections and Facility Assessments (10 Weeks)													
1.1	Kick Off/Visioning Meeting	█											
	schedule review	█											
	Establish Goals and Objectives	█											
1.2	Data Collection and Review		█	█									
	Collect and Review Existing Info.		█	█									
1.3	User Surveys and Interviews		█	█	█								
	Distribute Survey		█	█									
	Collect Survey Info		█	█									
	User Interview 1 (in person)			█									
	Compile Information		█	█	█								
1.4	Site and Physical Assessment		█	█	█								
	On Site Building Assessment		█	█	█								
	Develop Existing Floorplans			█	█								
	Document Findings			█	█								
1.5	Work Load Analysis/Forecasting		█	█	█								
	Preliminary Growth Projections		█	█	█								
	Court/Judicial Projections			█	█								
	Personnel Projections			█	█								
1.6	Work Shop 1				█	█							
	Presentation of Facility Issue				█	█							
	Present/Discussion of Growth Models				█	█							
	Client Review/Comments				█								
Phase 1B Block Space Program Development (14 Weeks)													
1.7	Develop Draft Architectural Block Space Program				█	█	█						
	User Interview 2 (in person)				█								
1.8	Work Shop 2						█	█					
	Present Initial Program						█	█					
	Client Review/Comments						█						
1.9	Develop Final Architectural Space Program						█	█	█				
	User Interviews 3 (in person)						█						
	Order of Magnitude Cost Estimate						█	█					
1.10	Publication of Final Report							█	█	█			
	Incorporate Comments/Produce Draft Final Report							█	█	█			
	Owner Review and Comment							█					
	Incorporate Comments/Produce Final Draft							█					