



**BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA**
November 26, 2024
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Compere

PLEDGE

ADR1 Charles Bowling, USN (Ret.)

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

PRESENTATIONS

Clay Soil and Water - Wes Taylor

CONSTITUTIONAL OFFICERS

APPROVAL OF MINUTES

1. Board of County Commissioners Meeting Minutes November 12, 2024.

PUBLIC COMMENTS

CONSENT AGENDA

2. Finance Business

The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

3. Agreement for Construction Engineering and Inspection Services for CR 220 Widening Phase 2 with GAI Consultants (R. Smith/K. Smith)
Approval of the Agreement for Construction Engineering and Inspection

Services (CEI) for CR 220 Widening Phase 2 with GAI Consultants in an amount not to exceed \$1,587,061.63. The Agreement will continue through the duration of construction which is estimated to be complete in July of 2026.

Funding Source:

4. Agreement for the Replacement of the Sleepy Hollow Radio Tower with Motorola Solutions, Inc. (D. Hane/K. Smith)
 - A) Approval of the Agreement for the Replacement of the Sleepy Hollow Radio Tower with Motorola Solutions, Inc. in the amount of \$2,620,009.00 with a completion date of June 30, 2026.
 - B) Approval of the payment schedule, including advanced payment of the first payment.

Funding Source:

2024 Bond Construction Fund - Radio Tower-Sleepy Hollow - Infrastructure

5. Lease Agreement with Urban Jacksonville, Inc. d/b/a Aging True Community Senior Services for FY 2024/2025 and FY 2025/2026 (C. Risinger)

Approval of the Lease Agreement with Urban Jacksonville, Inc., d/b/a Aging True Community Senior Services, for the lease of the following properties, for the term of 10/1/2024 through 9/30/2026, with the lessor paying \$1.00 per year as rent.

- A) 604 Walnut Street, Green Cove Springs, FL 32043
- B) 414 Stowe Avenue, Orange Park, FL 32073
- C) 3916 Section Street, Middleburg, FL 32068
- D) 125 Commercial Circle, Keystone Heights, FL 32656

Funding Source:

Revenue

6. Funding Agreement with Urban Jacksonville, Inc. d/b/a Aging True Community Senior Services for FY 2024/2025 and FY 2025/2026 (T. Nagle)

Approval of the FY 23/24 Funding Agreement with Urban Jacksonville, Inc., d/b/a Aging True Community Senior Services, to provide essential services and meal delivery services to the older population of Clay County, for the term of 10/1/2024 - 9/30/2026. Funding will be paid on a cash reimbursement basis monthly upon receipt of an invoice as follows:

- A) Essential Services - not to exceed \$49,065.33 per month for two-year agreement
- B) Meal Delivery Services - meals delivered per month, not to exceed \$50,000.00 per fiscal year

The County will also provide In-Kind Services includes building maintenance for the four properties leased by Aging True subject to availability of funding. Maximum amount of reimbursable funding for two-year agreement will not exceed \$1,277,568.00.

Funding Source:

General Fund - Aging True-Older Americans Act-Repairs & Maintenance

7. Memorandum of Understanding with the University of North Florida on behalf of the SBDC (T. Nagle)

Approval of Memorandum of Understanding with the University of North Florida on behalf of the Small Business Development Center (SBDC) beginning October 1, 2024 through September 30, 2025 in the amount of \$100,000.00 for providing a full-time professionally certified consultant that will provide long-term no-cost consulting, business development, and training services to small businesses and business owners in Clay County.

Funding Source:

General Fund-Community Service-PRJ100726-Professional Services

8. Grant Services Interlocal Agreement with the City of Green Cove Springs (M. Covey)

Approval of Interlocal Agreement for grant research and writing assistance for the City of Green Cove Springs beginning on November 26, 2024 through September 30, 2025. The City of Green Cove Springs will reimburse the County for the Grant Staff's salary at the rate of \$51.87 per hour.

Funding Source:

N/A

9. Acceptance for Final Plat for Recording - Granary Park Phase 3A (District 5, Comm. Burke)(R. Smith)

The Staff has reviewed and recommends that the Board accept and approve the final plat of Granary Park Phase 3A for recording.

10. Acceptance for Final Plat for Recording - Granary Park Phase 3B (District 5, Comm. Burke)(R. Smith)

The Staff has reviewed and recommends that the Board accept and approve the final plat of Granary Park Phase 3B for recording.

11. Enterprise Enrollment Agreement with SHI International Corp and Advance Payment Authorization re: County Licensing for Microsoft Products (D. Hane)

A) Approval of the Enterprise Enrollment Agreement for Microsoft Products through SHI International Corp., an authorized reseller of

Microsoft products, for a term of 36 months from the effective date, with the option to renew for an additional 36 months.

B) Approval of Advanced Payment for Enterprise Licensing Agreement with SHI International Corp in the amount of \$323,544.82 annually for 36 months beginning on December 1, 2024 through November 30, 2027.

Additional licenses may be added or deleted based on the number of users and will be based on the product pricing in this agreement and the Sourcewell contract.

Funding Source:

General Fund-Management Information Systems Department-Software Subscriptions

12. Twelfth Amendment to Agreement No. 2019/2020-196 for Owner's Representative Services for the Bonded Transportation Program with WGI, Inc. (E. Dendor)

Approval of the Twelfth Amendment to Agreement No. 2019/2020-196 for Owner's Representative Services for the Bonded Transportation Program with WGI, Inc. in the amount of \$1,857,486.90 to manage the project for an additional two (2) years during project construction.

Funding Source:

Multiple BTP Funds

13. Agreement for ProCare Services with Stryker (C. Leroy)

A) Approval of the Two-Year Preventative Maintenance Agreement for EMS and Fire Rescue Stryker Basic Life Support and Advanced Life Support Electrocardiogram Devices, Chest Compression Systems, and Power Pro and Power Load stretcher systems with Stryker Sales LLC, through its Medical Division in the amount of \$272,472.00 for the term of Oct. 1, 2024 through Sept. 30, 2026.

B) Approval of advanced payment in the amount of \$136,236.00 per year.

C) Approval of Sole Source.

Funding Source(s):

General Fund - Rescue Services - Repair & Maintenance

Fire Control MSTU Fund - Fire Control MSTU - Repair & Maintenance

14. Inspire Dance Jacksonville Regional Dance Competition TDC Grant Request (K. Morgan)

TDC unanimously (7-0 vote) recommends Inspire National Dance Jacksonville Regional Dance Competition - March 28-30, 2025 & April 11-13, 2025 at Thrasher-Horne Center. 22,500 combined for the two events (\$11,250 per event) Sports Marketing Grant. (K. Morgan)

NEW BUSINESS

15. FY25 Non-Profit Funding Program Grant Recommendations (M. Covey/T. Nagle)
Approval of funding recommendations for Clay County non-profit organizations.
16. Legislative Update (C. Latham)
Approval of submission of initial Legislative Priorities to the Northeast Florida Regional Council.
17. Parks Master Plan (J. Pierce)
Approval of the Parks Master Plan.

TIME CERTAIN - 5:00 p.m. or as soon thereafter as can be heard.

18. Resolutions Amending the Non-CIE Portion of the Clay County Capital Improvement Plan and Other Budget Adjustments (R. Kantor)
Approval of the following resolutions that provide budget adjustments for departmental needs:

(1) Public Hearing to consider approval of Ordinance amending the Capital Improvement Element (CIE) portion of the Clay County Capital Improvement Plan.

(2) Resolution amending the Non-Capital Improvement Element (Non-CIE) portion of the Clay County Capital Improvement Plan.

(3) Resolution amending the FY 23/24 Budget.

(4) Resolution amending the FY 24/25 Budget.

Various Funding Sources

19. Final Public Hearing to consider adoption of ZON 24-0029. (District 5, Comm. Burke) (M. Brown)
This application is a Rezoning to change from Commercial and Professional Office District (BA-2) to Neighborhood Business District (BA).
20. Final Public Hearing to consider COMP 24-0021 and ZON 24-0027. (District 5, Comm. Burke) (J. Bryla)
 - A. COMP 24-0021
This application is a FLUM Amendment to change 36.97 acres from Agricultural (AG) to Rural Residential (RR).
 - B. ZON 24-0027

This application is a Rezoning to change from Agricultural District (AG) to Agricultural Residential District (AR).

21. Public Hearing for the purpose of acceptance of 16 deeds transferring property for the Greenway Trail/Live Oak Lane Project (C. Risinger/C. Grimm)
22. Public Hearing on an Ordinance extending the current moratorium on applications filed on or after November 9, 2021, for land use amendments to the Clay County 2040 Comprehensive Plan or for rezoning of parcels that effectively increase the allowable residential densities within the Lake Asbury Master Plan Area (C. Grimm)

LETTERS OF DOCUMENTATION

23. Tourist Development Council Meeting Minutes September 4, 2024
TDC meeting minutes from September 4, 2024.
24. Bid Opening Tabulations (K. Smith)
Bid Opening Tabulation for November 15, 2024:
A. RFP No. 24/25-001, Tourism Sports Marketing and Sales
25. City of GCS Community Redevelopment Area Budget for FY 24/25
26. City of Keystone Heights Redevelopment Area Budget for FY 24/25

REORGANIZATION OF THE BCC

Selection of Chair and Vice Chair

PUBLIC COMMENTS

COMMISSION AUDITOR

COUNTY ATTORNEY

COUNTY MANAGER

COMMISSIONERS' COMMENTS

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	12/12/2023 - 9:16 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	11/18/2024 - 8:42 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	11/18/2024 - 8:43 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Meeting Minutes November 12, 2024.	Backup Material	11/19/2024	Board_of_County_Commissioners_Meeting_Minutes_November_12__2024ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	11/18/2024 - 8:43 AM	Item Pushed to Agenda



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

November 12, 2024
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Mike Cella, District 1, gave the Invocation.

PLEDGE

Retired US Army CW4, Richard N. Schaefer, led the Pledge of Allegiance.

Chairman James Renninger said Chief Warrant Officer Richard Schaefer served nine years of Army active duty and 23 years in the United States Army Reserves for 33 years of service to our country before retiring in 2005. He was stationed in several locations, including Fort Campbell, Kentucky - Fort Rucker, Alabama - K16 - Korea and Camp Zama, Japan. Chief Warrant Officer Schaefer was screened to be a candidate for Military Intelligence and trained to fly on an OV-10 Mohawk. As an operator, he flew a Cold War Mission against the Soviet Union, where he was intercepted twice by MIG 21s. After being promoted to Sergeant, he applied for Army Flight School, was accepted, and was later assigned to 101st Airborne. He later became an instructor Pilot, which added to many of his accomplishments. Chief Warrant Officer Schaefer joined the military to serve his country, and during his service, he learned that his work would be a challenge and the outcome would not be assured, but it taught him to work hard, study, and always seek improvement. He is a decorated Veteran holding a Meritorious Service Medal for Valor from the Commissioner of US Customs, two Valor Awards from the Republic of Indonesia, an Army Commendation Medal, a National Defense Medal, and several other Valor awards from various organizations while flying aircraft. One of his favorite service memories was having the opportunity to fly MEDIVAC for a level one trauma center and going on to become a US Customs pilot in counter-drug/counter-terrorist operations throughout the Western Hemisphere. Chief Warrant Officer Schaefer retired as the Director of the National Air Security Operations Center (NASOC) in Coco Beach, Florida, with The Department of Homeland Security and volunteers with The American Legion and the Clay County Elections Office.

Chief Warrant Officer Schaefer thanked the Board for the invitation to lead the Pledge of Allegiance and spoke about the honor of serving in the military.

CALL TO ORDER

Chairman James Renninger called the meeting to order at 4:07 pm.

ROLL CALL

Present: Commissioner District 3 James Renninger, Chairman
Commissioner District 1 Mike Cella, Vice-Chairman
Commissioner District 2 Alexandra Compere
Commissioner District 4 Betsy Condon
Commissioner District 5 Dr. Kristen T. Burke

Absent: None

Staff Present: County Manager Howard Wanamaker
County Attorney Courtney K. Grimm
Commission Auditor Heather Boucher

PET ADOPTIONS

Teresa Capo, Executive Assistant, presented a PowerPoint presentation of pets available for adoption - Tiana (dog) - Dexter (dog) - Burt (cat) - Bandit (cat). If you are interested in adopting a pet, contact clayadoptions@claycountygov.com or call (904) 269-6342. Ms. Capo stated that Clay County Animal Services also offers community rabies and microchip clinics every month from 3:00 pm to 5:00 pm on the first Thursday of every month. The "Kitten Crew" is always looking for fosters. If you are interested, please contact clayfosters@claycountygov.com. If you are interested in helping our furry friends but cannot take one home, please look at our Amazon wish list at Amazon.com. We always need items for our foster kittens and shelter animals. See Attachment A.

SPECIAL STAFF RECOGNITION

Mike Cella

Staff Recognition can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 9:26 and ending at 20:04. Below is a summary of the discussion.

Chairman James Renninger said Commissioner Mike Cella was initially elected in 2016 to represent District 1. He ran unopposed in 2020 and is serving his second and final term on the Board of County Commissioners, which has come to an end. Commissioner Cella served as Chairman of the BCC in 2020 and 2022. He has served twice as the BCC Vice-Chairman and is presently the Chairman of the Tourism Development Council, serving for eight years in that capacity. Commissioner Cella earned his Certified County Commissioner Designation in 2018 – Advanced Certified County Commissioner in 2019, and Advanced Certified County Commissioner - Level II in 2020 from the

Florida Association of Counties. He also received the FAC Presidential Advocacy Award three times for his work during the legislative sessions. During his tenure at the BCC, Commissioner Cella advocated for many projects to improve our residents' safety and quality of life.

As TDC Chair, Commissioner Cella led the overall growth of tourism and increased the number of big-ticket events attracted to Clay County. The fairgrounds master plan was completed, and grant funds were secured to improve the fairgrounds. Commissioner Cella supported facility improvements, including the Clay County Regional Sports Complex, the Outdoor Adventure Park - new baseball fields at Neptune Park - 20 new countywide pickleball courts - and a new Health Department Building. He also initiated and hosted eight annual Clay County procurement conferences to facilitate doing business with clay and has been a strong proponent of Economic Development - supporting the Clay Economic Development Corporation's effort to bring more than \$819 million in new investments and hundreds of new high-wage jobs. Several BCC operational enhancements have been made during his terms. Clay County initiated an award-winning strategic plan. The county expanded its Grants Department and developed a sponsorship program to bring in additional funds to benefit taxpayers. The county expanded its communications office, which allowed for a robust multimedia communications approach on more than 25 different platforms, all designed to bring information and transparency to our residents. During his tenure – Commissioner Cella strongly advocated for the BCC to increase funding for road resurfacing and dirt road paving. The BCC has spent more than \$282 million on road improvements in the past eight years, and Commissioner Cella has strongly supported the bonded transportation program to improve critical roadways. Commissioner Cella has promoted and supported public safety initiatives, including pay increases for our firefighters and deputies. During his terms, the bcc successfully funded the rebuilding of four fire stations, a new burn building for firefighter training, and funded a major renovation to the county jail. Commissioner Cella also strongly advocated for the recent approval of the long-awaited new Animal Services Building. The BCC - our staff and residents truly appreciate Commissioner Mike Cella's incredible work and accomplishments; we have been blessed to serve with him over the past eight years.

Commissioner Cella spoke about the honor of serving on the BCC and serving the Community. He thanked his fellow Commissioners, staff, community, and family for their support over the last eight years.

PROCLAMATIONS/RESOLUTIONS

1. National Adoption Month (November 2024)

Adoption Month can be seen at [www.claycountygov.com/government/clay-county-tvand-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tvand-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 20:06 and ending at 28:15. Below is a summary of the discussion and vote.

Chairman James Renninger said adoption provides unique opportunities to change children's lives and enrich the life of the adoptive parent or family that welcomes them and offers a second chance at life for children who have faced adversity and challenging circumstances by bringing stability - security and the chance to grow in a loving

environment, allowing these young people to thrive and reach their full potential.

Present for the Proclamation:

- Elizabeth Franco - CEO - Kids First of Florida
- Tanya Miller - Operations Director - Kids First of Florida
- Janet Morris - FSC Adoptions - Camelot Community Care
- Latoia Dantzler - Director - Camelot Community Care
- Felicia Beckner - Supervisor Resource Coordinator - Sunshine Health
- Joan Underwood - Adoption Supervisor - Camelot Community Care
- David and Jessica Batton and Children/Accepting the Proclamation - Adoption Family

Commissioner Kristen Burke read the Proclamation for National Adoption Month - November 2024.

Vice-Chairman Mike Cella made a motion for approval of the Proclamation, seconded by Chairman James Renninger, which carried 5-0.

Ms. Morris spoke about the impact adoption has on children's lives and being able to be involved in the adoption process for the Batton family.

Mr. and Mrs. Batton spoke about the Blessing of adopting and the change it had in their lives to be able to make a difference for a child to be in a loving home.

2. Farm City Week (November 20-27, 2024)

Farm City Week can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 28:20 and ending at 32:45. Below is a summary of the discussion and vote.

Chairman James Renninger said November 20 through 27, 2024 is Farm-City Week, which is celebrated annually during the week leading up to Thanksgiving to recognize the essential partnerships between rural and urban communities that ensure a safe and abundant American food supply and a strong economy.

Present for the Proclamation:

- Gayward Hendry - Clay County Farm Bureau President
- Annie Wallau - County Extension Director - UF/IFAS

Commissioner Betsy Condon read the Proclamation for Farm City Week - November 20 through 27, 2024.

Commissioner Alexandra Compere made a motion for approval of the Proclamation, seconded by Commissioner Kristen Burke, which carried 5-0.

Mr. Hendry congratulated Ms. Wallau on her recent selection as the Extension Director

for the State of Florida and spoke about the importance of a farmer and Farm City Week.

DECLARATIONS

3. National American Indian Heritage Month (November 2024)

Chairman James Renninger said National American Indian Heritage Month presents an opportunity to educate the public about the proud history of indigenous people in America and to celebrate the rich and diverse tribal cultures that continue to thrive within cities, rural communities, tribal communities, and tribal nations across the United States. We have a Declaration for American Indian Heritage Month attached to this agenda. Chairman Renninger encouraged everyone to read it to learn more about the history and heritage of these indigenous peoples.

PRESENTATIONS

Naval Air Station Jacksonville Presentation to Clay County Fire Department (Fire Chief Mark Brusoe)

NAS Jax can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/November-12-2024), beginning at 34:03 and ending at 37:10. Below is a summary of the discussion.

Fire Chief Mark Brusoe, NAS Jacksonville, addressed the Board to discuss the Clay County Fire Rescue partnership when hosting an air show with 440,000 people. Fire Chief Brusoe presented a lithographic picture signed by the Blue Angels to show his gratitude.

Fire Watch Project Presentation and approval of Funding Agreement (N. Howland)

Fire Watch can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-Agenda/November-12-2024), beginning at 37:18 and ending at 52:41. Below is a summary of the discussion and vote.

Nick Howland, Executive Director of the Fire Watch Program, presented a PowerPoint presentation regarding the Fire Watch project and the funding request. See Attachment B.

There were questions and discussions regarding options for funding and services provided by the program.

There were comments made to express appreciation for the presentation and the work being done to help veterans; Commissioner Betsy Condon made a motion for approval, seconded by Commissioner Alexandra Compere. More comments were made to express gratitude for the presentation.

There was a brief discussion regarding modifying the vote to include training to be allowed in-person or online.

Commissioner Betsy Condon amended the vote for approval with training to be allowed in-person or online, seconded by Commissioner Alexandra Compere, which carried 5-0.

Flooding Vulnerability Assessment and Resilient Florida Grant Program Final Presentation (J. Gregory)

Flooding Vulnerability can be seen at www.claycountygov.com/government/clay-county-tv-and-video archive/BCC Agenda/November 12, 2024, beginning at 52:43 and ending at 1:08:18. Below is a summary of the discussion.

Justin Gregory, Engineer and Brett Cunningham, Managing Director - Jones Edmund, presented a PowerPoint presentation to provide details and information regarding the Flooding Vulnerability Assessment and Resilient Florida Grant Program. See Attachment C.

Topics of Discussion:

- Project Goals
- Resilient Florida Program
- Project Background
- Draft Focus Areas
- Next Steps

There were questions and discussions regarding critical assets, Flood Central Organization, use of vulnerability assessments to drive land development code, flooding in other areas, and processing storm water.

Clay County Utility Authority Rate Study (J. Johnston)

CCUA Rate Study can be seen at www.claycountygov.com/government/clay-county-tv-and-video archive/BCC Agenda/November 12, 2024, beginning at 1:08:20 and ending at 1:24:32. Below is a summary of the discussion.

Jeremy Johnston, CCUA Executive Director, presented a PowerPoint presentation to provide an overview and details regarding the CCUA rate study. See Attachment D.

Topics of Discussion:

- Background

- Existing Rates
- Customer Classes
- Key Objectives
- Populations Growth and Revenue Requirements
- Key Recommendations
- Recommendation Regarding - How to Move Forward

CONSTITUTIONAL OFFICERS

Chairman James Renninger recognized Tara S. Green, Clerk of Court and Comptroller, and thanked her for her attendance.

Tara S. Green, Clerk of Court and Comptroller, addressed the Board to thank Vice-Chairman Mike Cella for his service to the community and wished him well in his next adventure.

APPROVAL OF MINUTES

4. Board of County Commissioners Meeting Minutes October 22, 2024.

Commissioner Betsy Condon made a motion for approval of the October 22, 2024, BCC meeting minutes, seconded by Vice-Chairman Mike Cella, which carried 5-0.

PUBLIC COMMENTS

Public Comment can be seen at [www.claycountygov.com/government/clay-county-tvand-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tvand-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 1:26:13 and ending at 1:44:17. Below is a summary of the discussion.

Chairman James Renninger opened the floor for public comment at 5:28 pm.

Gregg Huntington, Waste Management, addressed the Board to thank Vice-Chairman Mike Cella for his eight years of public service and wished him well.

Brittany Taylor, 2812 Oakland Drive, Green Cove Springs, Florida, addressed the Board to express her concern with the dangerous intersection at Rideout Elementary and requested a red light be installed.

Richard Klinzman, 1985 Timucua Trail, Middleburg, Florida, thanked Vice-Chairman Mike Cella for his service and expressed his concerns regarding the traffic, the lack of infrastructure, and increased flooding.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, addressed the Board to express concern with various items.

Curtiss Akim, 3225 Lawton Place, Green Cove Springs, Florida, addressed the Board to request time be granted to read statements from neighbors during the public hearing for item 41.

Joshua Norman, 4116 Saunders Drive, Middleburg, Florida, addressed the Board to request guidance on how to move forward with getting zoning for a replacement home on his property.

Sheri Chase, 83 Old Hard Road, Fleming Island, Florida, addressed the Board to express concerns regarding various issues - Mailbox Placement and Traffic.

Hearing no other comments, Chairman James Renninger closed public comment at 5:45 pm.

CONSENT AGENDA

5. Finance Business

The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

6. Agreement for Construction Engineering and Inspection Services for CR 220 Widening Phase 1 with GAI Consultants (R. Smith/K. Smith)

Approval of the Agreement for Construction Engineering and Inspection Services (CEI) for CR220 Widening Phase 1 with GAI Consultants, Inc. in an amount not to exceed \$1,160,952.59. The Agreement will continue through the duration of construction which is estimated to be complete in March of 2026.

Funding Sources:

- Capital Improvement Plan (CIP) Projects Fund - Capital Improvement Element - CR220 Quadrant Intersection - Infrastructure
- Capital Improvement Plan (CIP) Projects Fund - Capital Improvement Element - State-Funded Grant Agreement CR 220 from SR 21 to W of Henley - CR220 SR21 to Henley - Infrastructure

7. Resolution by Mutual Agreement regarding Pond Treatment Spraying Services Bid Protest

Approval of Memorandum of Agreement regarding Bid No. 23/24-115, Pond Treatment Spraying Services Bid Protest.

8. Approval of Waste Management Scholarship Program process. (G. Biastre/M. Covey)

9. Safe Streets for All Grant Agreement (M. Covey)
 - A) Approval of the FY2023 Safe Streets and Roads for All Grant Agreement with the US Department of Transportation (USDOT) Federal Highway Administration (FHWA) for the development of a comprehensive Safety Action Plan at the cost of \$375,655.00 (\$300,524.00 USDOT / \$75,131.00 Local Funding).
 - B) Approval of the accompanying Budget Resolution.

Funding Source/Revenue:
 Unincorporated Municipal Services MSTU Fund / All Grants Organization / Safe Streets and Roads for All FY2023 / Safe Streets and Roads for All – FY2023 / Federal Grants – Transportation

10. Delegation of Authority Letter related to Federally-Funded Subawards and Grant Agreements with the Florida Division of Emergency Management for Hurricanes Debby, Helene, and Milton (M. Covey/T. Devin)

Approval of Delegation of Authority Letter approving the County Manager as the Authorized Agent to execute agreements and/or documents related to Federally Funded Subawards and Grant Agreements with the Florida Division of Emergency Management awarded to Clay County for DR-4806-Hurricane Debby and for the anticipated Subawards for Hurricanes Helene and Milton.

11. Approval of Interlocal Agreement between Clay County and the Clay County Utility Authority re: Road Work and Utility Work for BTP Project 5

12. Fourteenth Amendment to Professional Engineering Design Consultant Services Agreement for the Bonded Transportation Program Construction Management At Risk Group #2 with Jacobs Engineering Group Inc. (E. Dendor)

Approval of the Fourteenth Amendment to Agreement No. 2020/2021-213 for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management at Risk Group #2 with Jacobs Engineering Group Inc. in the amount of \$116,704.13 for Utility Work in connection to Project #5.

Funding Source:
 2020 Bond Construction Fund
 Mobility - Branan Field-Oakleaf Fund

13. Approval of Interlocal Agreement between Clay County and the Clay County Utility Authority re: Road Work and Utility Work for BTP Project 3B

14. Eighth Amendment to Professional Engineering Design Consultant Services Agreement for the Bonded Transportation Program Construction Management at Risk Group #1 with GAI Consultants, Inc. (E. Dendor)
Approval of the Eighth Amendment to Agreement No. 2020/2021-228 for Professional Engineering Design Consultant Services for the Bonded Transportation Program Construction Management at Risk Group #1 with GAI Consultants, Inc. in the amount of \$23,367.46 for the CCUA design work.
Funding Source:
American Rescue Plan Fund 2020 Bond Construction Fund Mobility-Lake Asbury-GCS Fund CR209 - CR315B-Sandridge - Infrastructure

15. First Amendment to the Phase 2 Construction Agreement of the Bonded Transportation Program CMAR Group #1, Project 3B with Kiewit Infrastructure South Co. (E. Dendor)
Approval of the First Amendment to Agreement No. 2023/2024-78 for the Phase 2 Construction of the Bonded Transportation Program CMAR Group #1, Project 3B with Kiewit Infrastructure South Co. in the amount of \$72,973.85 for the CCUA utility work.
Funding Sources:
TBD with True Up

16. Approval of Resolution of No-Objection to Feed Mill Stewardship District (C. Grimm)

17. Third Amendment to Groundskeeping Services Agreement for Clay County Facilities with Challenge Enterprises of North Florida, Inc. (G. Price)
Approval of the Third Amendment to Agreement No. 2022/2023-266 for Groundskeeping Services for Clay County Facilities with Challenge Enterprises of North Florida, Inc. to include an additional property to the mowing schedule in the amount of \$94.63 per cut (\$4,163.72 annually) increasing the total contract cost to \$115,551.05.
Funding Source:
General Fund - Building Maintenance - Repairs & Maint

18. First Amendment to Mowing Services Agreement for Clay County Parks with Florida Lawn Medics, LLC (J. Pierce)

Approval of the First Amendment to Agreement No. 2022/2023-205 for Mowing Services for County Parks with Florida Lawn Medics, LLC. to include ten (10) additional locations increasing the annual total in the amount of \$134,670.00.

Funding Source:

General Fund - Mowing & Agronomics - Grounds Maintenance - Repairs & Maintenance

19. Affordable Housing Advisory Committee Annual Report (T. Sumner)

Affordable Housing Advisory Committee Local Housing Incentive Strategies Report, which was adopted by the Committee during a public hearing held on October 17, 2024 in accordance with Section 420.9076, Florida Statutes.

20. Satisfaction of Mortgage for Smith, Crawford, Dilleneter and Hartwig

21. Funding Agreement with FDOT for Pedestrian Improvements on Evergreen Lane (R. Smith)

A) Approval of Local Agency Program Agreement with FDOT for pedestrian improvements on Evergreen Lane, in the amount of \$1,337,371.00. Project must be completed on or before 6/30/2026.

B) Approval of the accompanying Authorizing Resolution.

C) Approval of the accompanying Budget Resolution.

Funding Source/Revenue:

Transportation Trust Fund / All Grants Organization / Pedestrian Improvements on Evergreen Lane / Evergreen Lane – Construction and CEI / Federal Grants – Transportation

22. Equitable Sharing Agreement and Certification with the Clay County Sheriff (D. Morrison)

Approval of the Equitable Sharing Agreement and Certification for the fiscal year ending 9/30/2024. This document signifies equitable sharing and seized assets.

Funding Source:

Not Applicable

23. New Franchise Agreements for Container Service through March 31, 2028 (M. Towns)

Approval of new Franchise Agreements for Container Service for a term commencing on the effective date and continuing through March 31, 2028.

1) Atlantic Disposal LLC

2) ATS FIX, LLC

- 3) C&M Builders Inc. dba CK Dumpsters
- 4) Evergreen Waste Services, LLC
- 5) Veterans Commercial Corp.

Fees Deposited in Fund:

Solid Waste Fund-Environmental Service-Franchise Fee - Solid Waste

24. Transfer and Maintenance Agreement with the Florida Department of Transportation (R. Smith)
Approval of the Transfer and Maintenance Agreement with the Florida Department of Transportation for the Transfer of Property connected to the CR 220 project. Properties are located at various locations within the project development area.
Funding Source:
Not Applicable
25. Approval of Memorandum of Understanding between Clay County and the Bureau of Alcohol, Tobacco, Firearms and Explosives, Tampa Field Division, regarding usage of Clay County Gun Range (C. Grimm)
26. Approval of Memorandum of Understanding between Clay County and the United States Postal Inspection Service-Miami Division, regarding usage of Clay County Gun Range (C. Grimm)
27. Approval of transfer of Parcel ID: 38-06-26-017950-000-00 to Operation Lifeline, Inc. to include: (a) Land Use Restriction Agreement between Clay County and Operation Lifeline, Inc. and (b) Statutory Deed by Clay County to Operation Lifeline, Inc., and (c) authorization for County Manager to execute all documents necessary to close the transaction (C. Risinger/C. Grimm)
28. Grant Agreement with Florida Commerce for the Regional Sports Complex (M. Covey)
A) Approval of Agreement HL271 with Florida Commerce for parking improvements and a cross-country course in the amount of \$500,000.00
B) Approval of the accompanying Budget Resolution.
Funding Source/Revenue:
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / Regional Sports Complex / Sports Complex Phase II / State Grants – Culture and Recreation
29. TDC Sports Grant - Lacrosse Tournament (K, Morgan)
TDC Sports Event Grant - TDC vote:

Lacrosse Tournament of 10u and high school teams will play at Plantation Sports Complex and Thunderbolt Park on November 23-24, 2024. Requesting: \$40,000

TDC Vote: 6-0 to award a Sports Event Grant in the amount of \$30,000.

Consent Agenda can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 4:42:49 and ending at 4:55:04. Below is a summary of the discussion and vote.

Commissioner Betsy Condon requested to pull items 7 and 19 for discussion.

Commissioner Betsy Condon made a motion for approval of the Consent Agenda except items 7 and 19, seconded by Vice-Chairman Mike Cella, which carried 5-0.

Commissioner Betsy Condon requested clarification regarding item 7 - Memorandum of Agreement regarding Bid No. 23/24-115, Pond Treatment Spraying Services Bid Protest.

Karen Smith, Director of Administrative and Contractual Services, addressed the Board to provide the details and information for the County's Bid Protest Procedures regarding item 7.

Commissioner Condon clarified her concerns regarding item 7 - Memorandum of Agreement regarding Bid No. 23/24-115, Pond Treatment Spraying Services Bid Protest.

There were comments, questions, discussions regarding the policy, and protest reasons.

Vice-Chairman Mike Cella made a motion for approval of item 7, seconded by Commissioner Kristen Burke, which carried 4-1, with Commissioner Betsy Condon in opposition.

Commissioner Betsy Condon requested details and information on excepting the report for item 19 - Affordable Housing Advisory Committee Local Housing Incentive Strategies Report, which was adopted by the Committee during a public hearing held on October 17, 2024, in accordance with Section 420.9076, Florida Statutes and spoke about her concerns.

Theresa Sumner, Housing Finance Authority, addressed the Board to provide details and information to clarify the Affordable Housing Advisory Committee Annual Report.

Commissioner Betsy Condon made a motion for approval of item 19, seconded by Vice-Chairman Mike Cella, which carried 5-0.

DISCUSSION/UPDATES

30. Progress Report on the Bonded Transportation Program (E. Dendor)

BTP Progress Report can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 4:55:08 and ending at 5:01:09. Below is a summary of the discussion and vote.

Ed Dendor, Program Administrator of the Bonded Transportation Program addressed the Board to give a brief overview of the progress report attached to the agenda for the BTP on the following projects:

- **Project #1 – CR 218 from Masters Rd to Pine Tree Lane:** Anderson Columbia continues the pond excavation and drainage structure installations. The project is on schedule with 16% paid out and 27% of time used.
- **CMAR Group #2 Projects - #2, #5 and #6A:**
 - **Project #2 (CR209):** Superior continued the installation of the storm drain system. The CR209 road closure at the railroad crossing and encompassing detour started the week of September 9, 2024, and is forecasted to run for an extended period due to the impacts caused by both hurricanes Helene & Milton. Due to the impact of the hurricanes across the United States, CSX was called off of our project and reassigned to other areas thus causing an extension in time of the detour. Superior continued storm drainpipe placement between the railroad and US 17. They also continue to make progress at the rail crossing and placed base and temporary asphalt on Russel Road along the railroad. All this work is in preparation for the next traffic shift and eliminating the railroad crossing detour.
 - **Project #5 (CR220):** FDEP has transferred the permit application to USACOE. The Team has modified the permit application to include the previous pond shift and submitted to USACOE for review. CCUA agreed to the price to include their design work for their water and sewer utility relocation into the plan set.
 - **Project #6A (CR315):** The team continues to track the permit application through USACOE.
- **CMAR Group #1 Projects - #3A, #3B and #4:**
 - **Project #3A (CR209 AKA Russell Rd):** The operational and safety improvements and the sidewalk along the eastern side of CR209. Construction finished 10 days ahead of schedule, with respect to time, and 84% has been paid out. The team is waiting on Final As-built drawings and concurrence from the Engineer of Record to issue the Final Acceptance letter.
 - **Project #3B (Connecting the east-end of project #4 on Sandridge Road and runs through the roundabout to CR 209B):** Kiewit is now fully mobilized. Comcast completed their utility relocations. Kiewit installed silt fencing and began clearing and grubbing the pond site and through the swoosh for the roundabout.
 - **Project #4 (CR739B AKA Sandridge Road):** Kiewit Infrastructure South Co. continues construction activities along both sides and across Sandridge Road to include: installation of sidewalk, curbing, road base, sod, asphalt placement, backfilling the median, sod placement and tying-in subdivision

entrances. This project is on schedule with 82% paid out and 71% of time used.

- **Project #6B (AKA Cathedral Oak Parkway (COP & CR216), FKA the First Coast Connector)**: Construction continues throughout the roadway corridor. Pile cap installation at bent #2 of the bridge is now complete. All bridge beams have been installed. Superior continued placing rebar on the bridge deck and pedestrian railing. Pond excavation continued and is nearing completion as backfill over pond liners is wrapping up. Installation continued with stormwater cross drainpipes, sub-base, limestone base, sidewalks, joint use path, sod placement, and curbing. Superior started placing the base course of asphalt.

There were questions and discussions regarding completion at the railroad crossing, entrance of Granary Park, lane closures before 9:30 am, and resolving the issue with concrete removal on CR218.

31. Brief on Road List (R. Smith)

Road List discussion can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 5:01:11 and ending at 5:14:35. Below is a summary of the discussion and vote.

Richard Smith, Director of Engineering, Earl Boyd, Senior Construction Manager, and Charles Miller, CIP Inspector, presented a PowerPoint presentation to provide details and information regarding the Clay County Management System update. See Attachment I.

Topics Discussed:

- 2024-2025 Goals
- Graded Road Improvements Program - G.R.I.P.
 - Dirt
 - Chip Seal
 - Fog Seal Coat
 - Dirt Road Paving
 - Funding Sources

There were questions and discussions for clarification on fog seal coat and chip seal, electronic timeline for evaluation for pavement condition, and moving forward.

32. Welcome Monument Signs (K. Morgan)

Staff recommendations of priority of next locations for welcome monument signage already budgeted in Tourism Budget.

Monument Sign can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 5:14:37 and ending at 5:24:16. Below is a summary of the discussion and vote.

Kimberly Morgan, Director of Tourism and Film Development, addressed the Board to provide details and information for the staff's recommendation of locations for the Welcome monument signage, which is already budgeted in Tourism.

There were comments, questions, and discussions regarding placement, location, and size of signage - Keystone Heights - 295 - Town of Orange Park - Cheswick Oaks, and other locations for signage.

Following all discussions, the Staff is moving forward with the direction given by the Board.

OLD BUSINESS

There was no discussion regarding old business.

NEW BUSINESS

33. Library Services - Long Range Plan 2025-2028

Discussion and approval of the Clay County Library's 2025-2028 Long Range Plan.

Library Services can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024, beginning at 5:24:17 and ending at 5:39:55. Below is a summary of the discussion and vote.

Mary Canfield, Director of Library Services, presented a PowerPoint presentation to provide an update and details regarding the long-range plan for Library Services – 2025-2028. See Attachment J.

Topics Discussed:

- Long-Range Plan and Goals - 2025-2028
 - Services
 - Literacy
 - Innovation
 - Collection
 - Community
 - Staff
 - Facilities

There were questions and discussions regarding the social aspect of the stitch club, book club, and calibrations with Coffee Shops, etc.

Commissioner Betsy Condon made a motion for approval of the long-range plan, seconded by Vice-Chairman Mike Cella, which carried 5-0.

34. Discussion of the State and Local Government Series Securities (SLGS) and Boards direction. (T. Green)

SLGS discussion can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 5:39:59 and ending at 5:48:07. Below is a summary of the discussion and vote.

Tara S. Green, Clay County Clerk of Court and Comptroller, presented a PowerPoint presentation attached to the agenda to provide details and information regarding the recommendation for the State and Local Government Series Securities.

Topics Discussed:

- Sales Surtax Revenue Bonds - Series 2020
- Demand Deposit SLGS Opportunity
- Opportunity
- Net Interest Calculation of Proposals

There were questions and discussions to clarify the recommendation source - the Investment Committee.

Vice-Chairman Mike Cella made a motion for approval of the recommendation by the Committee and allowing the County Manager to execute documents, seconded by Commissioner Betsy Condon. There were discussions regarding the amount of investment funding and spending timeline; the motion carried 5-0.

35. RFQ No. 23/24-079, General Engineering Consulting Services for Planning and Design of SUN Trail along Old Jennings Road and Long Bay Road (K. Smith)

Review of Staff's ranking of the submittals received for RFQ No. 23/24-079, General Engineering Consulting Services for Planning and Design of SUN Trail along Old Jennings Road and Long Bay Road. Per the Purchasing Policy, it is recommended that formal presentations be requested in situations where the initial evaluation ranking is within .50 points, unless otherwise determined to be unnecessary. If desired, the Board may request presentation from a minimum of the top three (3) ranked Consultant.

1. GAI Consultants, Inc. - 83.9
2. Connelly & Wicker, LLC - 83.75
3. WGI, Inc. - 82.43
4. England-Thims & Miller, Inc. - 79.2
5. Matthews Design Group, LLC - 74.17
6. Baker Consulting & Engineering, LLC - 65.17
7. North Florida Professional Services, Inc. - 64.33

A committee consisting of the Grants Director, Deputy Director of Capital Projects Management, and Engineering Director performed the

evaluation and ranking of the responses received.

If awarded, approval of award will be effective after the 72-hour protest period has expired. An Agreement will be negotiated and brought back to the Board for approval.

Funding Source: Capital Improvement Plan (CIP) Project Fund - All Grants Organization - SUNTrail Long Bay Old Jennings to Live Oak Lane - Infrastructure

RFQ 23/27-079 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 5:48:08 and ending at 5:51:29. Below is a summary of the discussion and vote.

Karen Smith, Director of Administrative and Contractual Services, addressed the Board to provide details and information for RFQ Number 23/24-079 to review staff's ranking of submittals received for the General Engineering Consulting Services for Planning and Design of SUN Trail along Old Jennings Road and Long Bay Road.

Top Three:

- GAI Consultants, Inc. - 83.9
- Connelly & Wicker, LLC - 83.75
- WGI, Inc. - 82.43

There were questions and discussions regarding reasons to award GAI.

Commissioner Betsy Condon made a motion for staff recommendation, seconded by Commissioner Alexandra Compere. Comments were made regarding concerns about the narrow spread of scoring and the need for presentations. The motion carried 5-0.

TIME CERTAIN - 5:00 p.m. or as soon thereafter as can be heard.

36. Final Public Hearing on a request to allow a Medical Marijuana Treatment Center Dispensing Facility within 500 feet from a Private School Parcel.(District 1, Comm. Cella)(M.Brown)

Request to locate a medical marijuana treatment center dispensing facility within 500 feet from the real property comprising and public or private school.

Public Hearing for item 36 can be seen at [www.claycountygov.com/government/clay-county-tvand-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tvand-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 1:44:34 and ending at 2:04:36. Below is a summary of the discussion and vote.

Mike Brown, Zoning Chief, presented a PowerPoint presentation to provide details and

information for the public hearing to consider allowing a Medical Marijuana Treatment Center Dispensing Facility within 500 feet of a Private School Parcel. See Attachment E.

There were questions and discussions regarding the location of the proposed business and site line.

Josh Cockrell, The StellaRae Group, addressed the Board to provide more details and information for the requested change. Mr. Cockrell also provided documentation for the request. See Attachment F.

Chairman James Renninger opened the floor for the public hearing at 6:05 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 6:05 pm.

There were comments from the Board regarding logical reasons for the previous decision on a similar item and now.

Vice-Chairman Mike Cella made a motion for approval, seconded by Commissioner Kristen Burke. There were comments regarding concerns with the request and the promotion of public health, safety, and general welfare in the community and access; the motion carried 4-1 with Commissioner Alexandra Compere in opposition.

37. Public Hearing on the adoption of an Ordinance amending Ordinance No. 2023-7, which established Lakes at Bella Lago Community Development District, in order to amend and expand the boundaries of Lakes at Bella Lago Community Development District (C. Grimm)

Public Hearing for item 37 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 2:04:37 and ending at 2:09:50. Below is a summary of the discussion and vote.

Lauren Gentry, Legal Counsel - Kilinski/Van Wyk, presented a PowerPoint presentation attached to the agenda to provide details and information for the public hearing to consider amending Ordinance Number 2023-7. The amendment will add approximately 20.03 acres to the CDD. After amendment, the CDD will encompass a total of approximately 274.19 acres.

There were questions and discussions regarding the original CDD acreage, the new proposed acreage, and its intended use.

Chairman James Renninger opened the floor for the public hearing at 6:10 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 6:10 pm.

Commissioner Kristen Burke made a motion for approval, seconded by Commissioner Betsy Condon, which carried 5-0.

38. Public Hearing on the adoption of an Ordinance amending Ordinance No. 2021-20, which established Creekview Community Development District, in order to amend and expand the boundaries of Creekview Community Development District (C. Grimm)

Public Hearing for item 38 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 2:09:51 and ending at 2:13:03. Below is a summary of the discussion and vote.

Lauren Gentry, Legal Counsel - Kilinski/Van Wyk, presented a PowerPoint presentation attached to the agenda to provide details and information for the public hearing to consider amending Ordinance Number 2021-20. The amendment will add approximately 157.42 acres to the CDD. After amendment, the CDD will encompass a total of approximately 902.47 acres.

Chairman James Renninger opened the floor for the public hearing at 6:13 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 6:13 pm.

Commissioner Kristen Burke made a motion for approval, seconded by Vice-Chairman Mike Cella, which carried 5-0.

39. Public Hearing on Petition and adoption of an Ordinance creating The District at Oakleaf Community Development District (C. Grimm)
Meritage Homes of Florida, Inc., has submitted to the Board a petition to establish The District at Oakleaf Community Development District within an approximately 55.83-acre tract situated solely within unincorporated Clay County.

Public Hearing for item 39 can be seen at [www.claycountygov.com/government/clay-county-tvand-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tvand-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 2:13:04 and ending at 3:08:22. Below is a summary of the discussion and vote.

Lauren Gentry, Legal Counsel - Kilinski/Van Wyk, presented a PowerPoint presentation attached to the agenda to provide details and information for the public hearing to consider the petition and adoption of an Ordinance creating the Oakleaf Community Development District. Meritage Homes of Florida, Inc., has submitted a petition to establish the District at Oakleaf Community Development District within an approximately 55.83-acre tract situated solely within unincorporated Clay County.

There were questions and discussions regarding the creation of the CDD in District

Two, establishing a CDD before the homeowner is present, offering alternatives, the choice of the developer and home buyer and providing other options in the future.

Chairman James Renninger opened the floor for the public hearing at 6:37 pm.

Curtiss Akim, 3225 Lawton Place, Green Cove Springs, Florida, addressed the Board with concerns regarding the creation of CDDs.

Steven Van Bloem, 812 Cameron Oaks Place, Middleburg, Florida, addressed the Board to express concerns about flooding into the neighborhood due to the new development.

James Otto, 2908 Blanding Boulevard, addressed the Board in opposition to the requested change.

Sheri Chase, 83 Old Hard Road, Fleming Island, Florida, addressed the Board to express concerns regarding CDDs.

Chris Ward, 13901 Sutton Park Drive, Jacksonville, Florida, applicant, addressed the Board to provide more details and information regarding the requested change.

Hearing no other comments, Chairman James Renninger closed the public hearing at 6:52 pm.

There were comments regarding the impact of CDDs on communities, HOAs, maintenance of roads in neighborhoods, the pros and cons of living in a neighborhood with CDDs, maintenance of roads in neighborhoods, and providing other options in the future.

Commissioner Alexandra Compere made a motion for approval with more comments to clarify how CDDs affect homeowners, assessment, and other, more cost-effective options; Commissioner Kristen Burke made a second. The motion carried 5-0.

40. Final Public Hearing to consider adoption of PUD 24-0006. (District 1, Comm. Cella) (J. Bryla)

This application is a Rezoning to change 62.64 acres from Agricultural Residential District (AR) to Planned Unit Development District (PUD).

The Planning Commission continued this item to their December 3rd meeting.

Public Hearing for item 40 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 3:08:23 and ending at 3:24:09. Below is a summary of the discussion and vote.

Courtney Grimm, County Attorney, addressed the Board to explain that the Planning Commission continued this item at their November 5, 2024, meeting, and there would be

no presentation. However, there would need to be a public hearing due to advertisement.

All those wishing to speak were sworn in.

Chairman James Renninger opened the floor for the public hearing at 7:10 pm.

Angela Mallory, 2121 Blue Heron Cove Drive, Fleming Island, Florida, addressed the Board in opposition to the requested change.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, addressed the Board in opposition to the requested change.

Jim Ciani, 2129 Blue Heron Cove Drive, Fleming Island, Florida, addressed the Board in opposition to the requested change.

Hearing no other comments, Chairman James Renninger closed the public hearing at 7:19 pm.

Commissioner Alexandra Compere made a motion to continue the item until December 10, 2024, at the BCC meeting, which was seconded by Commissioner Kristen Burke. There were comments, questions, and discussions regarding the reason for continuance by PC, the impact on citizens due to continuing items, and concerns with the development in the area. The motion carried 5-0.

41. Final Public Hearing to consider adoption of COMP 24-0022 and PUD 24-0007. (District 5, Comm. Burke) (D. Selig)

A. COMP 24-0022

This application is a FLUM Amendment to change 21.22 acres from Rural Residential (RR) to Rural Fringe (RF).

B. PUD 24-0007

This application is a Rezoning to change from Agricultural District (AG) and Agricultural Residential District (AR) to Planned Unit Development District (PUD).

Public Hearing for item 41 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 3:24:10 and ending at 4:42:31. Below is a summary of the discussion and vote.

Dodie Selig, Chief Planner, presented a PowerPoint presentation to provide details and information regarding the public hearing to consider COMP-24-0022 and PUD-24-0007. See Attachment G.

- **COMP-24-0022** - FLUM Amendment to change 21.22 acres from Rural Residential (RR) to Rural Fringe (RF).
- **PUD-24-0007** - Rezoning to change from Agricultural District (AG) and Agricultural Residential District (AR) to Planned Unit Development District (PUD).

Susan Fraser, SLF Consulting, and Jeff Berger, Affluent Funding, Inc., presented a PowerPoint presentation to provide more details and information for the requested change. See Attachment H.

Chairman James Renninger opened the floor for the public hearing at 7:56 pm.

Ryan Marcyes, The Springs CAC Chair, addressed the Board in opposition to the requested change.

Katie Marcyes, 1699 Shedd Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Susan Prohow, 3397 Wall Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Curtis Akim, 3225 Lawton Place, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Stacey Reape, 3411 Brown Road, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Jane Shedd Hansford, 3461 William Walker Lane, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

Dennis Griffith, 3322 Lawton Place, Green Cove Springs, Florida, addressed the Board in opposition to the requested change.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, addressed the Board in opposition to the requested change.

Hearing no other comments, Chairman James Renninger closed the public hearing at 8:21 pm.

Ms. Fraser addressed the Board to respond to concerns mentioned during the public hearing.

There were questions and discussions regarding current zoning and land use, and the Commission expressed their concerns with the requested change, addressed comments made during the public hearing and citizen input, and asked staff to provide details and information on safety, closure of Shedd Road, and flooding issues.

Commissioner Kristen Burke made a motion for denial of COMP-24-0022, seconded by Commissioner Betsy Condon, which carried 5-0.

Commissioner Kristen Burke made a motion for denial of PUD-24-0007, Commissioner Betsy Condon, which carried 5-0.

LETTERS FOR ACTION

42. Discussion of Appointment to the Clay County Historic Preservation Board

An application was received from Shawn Atwell requesting appointment to the Board as a District 1 member.

HPB application can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 5:51:31 and ending at 5:52:21. Below is a summary of the discussion and vote.

Chairman James Renninger opened the floor to discuss the Clay County Historic Preservation Board appointment. Shawn Atwell submitted an application requesting apportionment as the District One member.

Commissioner Betsy Condon made a motion for approval, seconded by Vice-Chairman Mike Cella, which carried 5-0.

43. Acceptance of Resignation from the Affordable Housing Advisory Committee (AHAC)

Carolyn Edwards, Not-for-Profit Provider, has submitted her resignation from the Board affective December 1, 2024 due to her upcoming retirement from the Clay County Habitat.

HPB resignation can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 5:52:22 and ending at 5:52:53. Below is a summary of the discussion and vote.

Chairman James Renninger opened the floor to discuss the resignation from the Affordable Housing Advisory Committee submitted by Carolyn Edwards.

Commissioner Kristen Burke made a motion for approval to accept the resignation, seconded by Commissioner Betsy Condon, which carried 5-0.

44. Approval of FS Section 30.49(4) notice to CCSO of their FY 2024/2025 adopted budget.

FS Section 30.49(4) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 5:52:54 and ending at 5:53:58. Below is a summary of the discussion and vote.

Chairman James Renninger opened the floor to discuss the approval of the notice to CCSO of their FY 2024/2025 adopted budget.

Vice-Chairman Mike Cella made a motion for approval, seconded by Commissioner

Kristen Burke, which carried 5-0.

LETTERS OF DOCUMENTATION

45. Bid Opening Tabulations (K. Smith)

Bid Opening Tabulation for October 29, 2024:

A. RFP No. 23/24-109, Master Banking Services

Chairman James Renninger acknowledged the Letters of Documentation.

PUBLIC COMMENTS

Public Comment can be seen at [www.claycountygov.com/government/clay-county-tvand-video-archive/BCC Agenda/November 12, 2024](http://www.claycountygov.com/government/clay-county-tvand-video-archive/BCC%20Agenda/November%2012,%202024), beginning at 5:54:12 and ending at 6:05:22. Below is a summary of the discussion.

Chairman James Renninger opened the floor for public comment at 9:56 pm.

John Cosby, 3423 Belen Court, Middleburg, Florida, - HOA President of Cameron Oaks, addressed the Board to express concerns regarding the speed limit in the neighborhood and there only being one way in and out. Mr. Cosby thanked Commissioner Compere and the staff for their help in getting the flooding issues rectified.

Steven Van Bloem, 812 Cameron Oaks Place, Middleburg, Florida, addressed the Board to speak about his favor for the new trash services, the positive impact of adoption, and his appreciation for helping resolve the flooding issues in his neighborhood.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, addressed the Board with concerns regarding various issues.

Ryan Marcyes, 1699 Shedd Road, addressed the Board to express his gratitude to Vice-Chairman Cella and the Board for the decision regarding Shedd Road and a bleated Veterans Day to all.

Hearing no other comments, Chairman James Renninger closed public comment at 10:06 pm.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor had no comments.

COUNTY ATTORNEY

County Attorney comments can be seen at

www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024, beginning at 6:05:31 and ending at 6:06:00. Below is a summary of the discussion.

Courtney Grimm, County Attorney, thanked Vice-Chairman Mike Cella for his service and wished him well in his next adventure.

COUNTY MANAGER

County Manager comments can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024, beginning at 6:06:02 and ending at 6:09:09. Below is a summary of the discussion.

Howard Wanamaker, County Manager, mentioned the old Legislative Priorities previously given to the Board and spoke about the format and information on the card. Please let him know if there are any changes; a draft will be presented soon. The Delegation plans to meet in the BCC boardroom in the first week of January 2025. County Manager Wanamaker thanked all the staff for their hard work and efforts with the veteran events over the weekend.

County Manager Wanamaker stated on behalf of the entire staff, "Fair Winds and Following Seas" and thanked Vice-Chairman Cella for his eight years of service and wished him well in his next adventure.

COMMISSIONERS' COMMENTS

Commissioners Comments can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/November 12, 2024, beginning at 6:009:12 and ending at 6:30:45. Below is a summary of the discussion and vote.

Commissioner Betsy Condon spoke about the emergency TPO meeting to approve the long-range plan for a federal deadline and mentioned items on the plan. Commissioner Condon mentioned the success of the softball game held at Hunter Douglas Park in Middleburg, which honored the Middleburg Swampers. Commissioner Condon spoke about the complaints that are still being received regarding the trash service. Commissioner Condon said the Veterans Day events were fantastic and spoke about attending the Keystone Heights breakfast for veterans. Commissioner Condon mentioned the presentation given by Donna Lee - North Florida Representative for the Alzheimer's Association, and the information for training for the Sheriff's Department - Fire Rescue and Emergency Management on working with cognitive decline. Commissioner Condon also thanked Vice-Chairman Cella for his service and said he would be missed.

Commissioner Alexandra Compere spoke about the success of the Inaugural Veterans - 5K. and the event at Camp Blanding and thanked staff and the Veterans Council for their efforts and hard work. Commissioner Compere personally thanked staff, including

Mr. Smith and Mr. Bobby, and their teams for the stop light at Eagle Landing Parkway and Oakleaf Plantation Parkway. Commissioner Compere expressed her appreciation to Vice-Chairman Mike Cella and wished him well.

Commissioner Kristen Burke spoke about the issue regarding the nonconforming lot, as mentioned by Mr. Norman earlier, regarding the replacement home and size limitations and requested support from the Board to move forward with his request tonight due to timeline issues.

There were comments, questions, and discussions regarding the upcoming language changes and previous discussions about a similar situation.

Commissioner Kristen Burke made a motion for approval, seconded by Commissioner Betsy Condon. There were more comments regarding the size of the replacement home and clarification regarding the conflict, timeline, surrounding properties, and the new process. The motion carried 4-1, with Commissioner Alexandra Compere in opposition.

Commissioner Burke mentioned the expiration of the moratorium and said it would be on the next agenda for discussion. If you have not driven through her district, please do so to see the impact of the development. Commissioner Burke spoke about the need for the red light requested at Rideout Elementary. Commissioner Burke thanked Vice-Chairman Cella.

Chairman James Renninger spoke about this being a very busy time of the year and said, "Thank you" to everyone wearing green to support our veterans. Chairman Renninger thanked Vice-Chairman Cella for a job well done and wished him well.

Vice-Chairman Mike Cella said it had been a great honor and privilege to work with all of you and spoke about the memories of shared work and dedication to the community. Working with someone else for the greater good of the community. Vice-Chairman Cella thanked staff for the reception earlier. Thank you all!

Hearing no further business, Chairman James Renninger adjourned the meeting at 10:31 pm.

Attest:

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

Chairman or Vice-Chairman

Acronym Definitions

BCC- Board of County Commissioners
BTP – Bonded Transportation Program
CAC – Citizens Advisory Committee
CCFR – Clay County Fire Rescue
CCSO – Clay County Sheriff’s Office
CCUA – Clay County Utility Authority
CDD – Community Development District
CMAR – Construction Management at Risk
CR – County Road
CW – Chief Warrant
FAC – Florida Association of Counties
FY – Fiscal Year
G.R.I.P. – Graded Road Improvement Program
NASCO – National Air Security Operations Center
ROW – Right of Way
SLGS – State and Local Government Series Securities
SR – State Road
TDC – Tourist Development Council
ZON – Rezone



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County
Commissioners

DATE:

FROM: The Clerks Office

SUBJECT: The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Backup documentation is available on request at the Clay County Administration Building, located at 477 Houston Street, Green Cove Springs.

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	11/18/2024 - 8:44 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual
Services

SUBJECT:

Approval of the Agreement for Construction Engineering and Inspection Services (CEI) for CR 220 Widening Phase 2 with GAI Consultants in an amount not to exceed \$1,587,061.63. The Agreement will continue through the duration of construction which is estimated to be complete in July of 2026.

Funding Source:

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This is in relation to the County and FDOT funded project CR 220 Improvements from CR 209 (Henley Road) to CR 220B (Knight Boxx Road). The Agreement is a result of the award of RFQ 23/24-053 which was issued to engage a qualified engineering firm to provide the required CEI Services for Phase 2 of this project.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Contracts CR220 Phase 2 GAI CEI	Agreement/Contract	11/21/2024	GAI - _CR_220_Widening_Phase_2_CEI.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	11/20/2024 - 8:40 AM	Item Pushed to Agenda

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

**AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR CR 220 WIDENING PHASE 2**

This Agreement for Construction Engineering and Inspection Services for CR 220 Widening Phase 2 (“Agreement”) is entered into this ____ day of November, 2024 (“Effective Date”) between GAI Consultants, Inc., a Pennsylvania Corporation authorized to do business in Florida (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, on May 15, 2024, the County and the State of Florida Department of Transportation (“Department”) entered into a Local Agency Program Agreement, Clay County Agreement No.: 2023/2024-105, FPN Nos.: 430719-3-58-01, 68-01, 68-02, Department Contract No.: G2Y17 (“LAP Agreement”), as it may be amended from time to time, in relation to the construction and CEI of the widening of CR 220 from CR 209 (Henley Road) to CR 220B (Knight Boxx Road); and

WHEREAS, the Department has agreed to fund the construction of the Project up to the maximum amount set forth in the LAP Agreement, as it may be amended from time to time; and

WHEREAS, the construction of the widening of County Road 220 – Phase 2 from an existing 2-lane rural roadway to a 4-lane urban roadway from east of Henley Road to west of Knight Boxx Road will be performed by Reeves Construction Company (the “Contractor”) in accordance with Clay County Agreement/Contract No.: 2024/2025-41; and

WHEREAS, the County issued a Request for Qualification, RFQ No. 23/24-053 (“RFQ”) to solicit and engage a qualified engineering firm for Construction Engineering and Inspection (CEI) services for contract administration, inspection, and materials sampling and testing for the widening of County Road 220 – Phase 2 construction project; and

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

WHEREAS, the County evaluated and ranked the qualification(s) submitted in accordance with Section 287.055, Florida Statutes, and the County selected the Consultant based on the Consultant’s Response and approved ranking; and

WHEREAS, the Consultant is licensed and qualified to provide highway design and CEI services on major highway and bridge construction projects and has provided such services for similar projects; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ, including all Attachments thereto, including, but not limited to, the Roadway

Plans, Signing and Pavement Marking Plans, and Structure Plans prepared by Eisman & Russo, Inc. and any additional Plans attached to the RFQ (contract documents), the LAP Agreement which was attached to the RFQ, and the Consultant's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, state and federal funds provided to the County through the LAP Agreement, as amended, will be used to fund the services provided under this Agreement; and

WHEREAS, the parties desire to enter into this Agreement, and the Consultant desires to provide and perform the services as requested by 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:

SECTION 1. PROJECT

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) The Consultant will be responsible for performing Construction Engineering and Inspection (CEI) Services for the construction of the widening of County Road 220 from an existing 2-lane rural roadway to a 4-lane urban roadway from east of Henley Road to west of Knight Boxx Road (the "Project"). The work to be performed by the Contractor for the Project includes, but is not limited to, maintenance of traffic, clearing and grubbing, excavation and grading, erosion and sediment control, milling and asphalt paving, drainage, sodding, signalization, signs, pavement markings, and reconstruction of the existing bridge. The Consultant will provide CEI Services for both the roadway and bridge construction work associated with the Project.
- (c) State and federal funds will be used to fund a portion of the Project. Performance under the Agreement is subject to 2 C.F.R. Part 200.
- (d) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Steve Koteris, Senior Project Manager, or designee.

SECTION 2. SCOPE OF SERVICES

- (a) The scope of services to be provided by the Consultant in performing CEI Services for the Project are set forth in the RFQ scope of work attached hereto as **Attachment A**, the Consultant's Response incorporated herein by reference, the Consultant's Scope of Work dated November 4, 2024 attached hereto as **Attachment B**, and the LAP Specifications attached hereto as **Attachment C** (the "Services"). The Services shall include construction phase services, resident compliance specialist services, sampling and testing services, and construction closeout.

(b) The Consultant will provide onsite construction inspection services to verify the quality and quantity of work, but will not override or have responsibility for the Contractor's means, methods, techniques, sequences, or procedures of the construction selected by the Contractor or the safety precautions and programs incidental to the work of the Contractor. The Consultant's efforts will also be directed toward assisting in the interpretation of the prepared drawings and specifications, shop drawing review, assistance in the resolution of field problems or questions, and determining whether the completed project will conform to the contract documents.

(c) The Consultant must meet with the Project Manager on a regular basis as arranged by the parties to review the status of the Services, upcoming critical activities, and overall performance. In addition to the meetings, the Consultant must provide to the Project Manager thorough and accurate written reports of site visits along with copies of inspector logs. The Consultant will also provide monthly status reports or as otherwise requested by the Project Manager.

(d) The Consultant and its subconsultants must meet the Department prequalification requirement(s) in the appropriate fields/work classes throughout the term of this Agreement. The Consultant shall submit any new applications or documents as required to the Department to maintain its certificate of qualification with the Department.

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

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

(g) 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").

(h) 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.

(i) During the term of the Agreement, the County will conduct performance evaluations and will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with the Agreement. 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. Remedial actions and required response times may include but are not necessarily limited to those listed in **Attachment A**.

SECTION 3. ADDITIONAL SERVICES AND FEES

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

(b) In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed its Services associated with the Agreement, the Consultant may be requested, at the discretion of the County, to analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and be made a part of this Agreement by a written Amendment.

SECTION 4. TERM AND TIMELY PERFORMANCE

(a) The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Project. The Consultant agrees to timely perform all Services as provided for in this Agreement. For the duration of the Project, the Consultant must coordinate closely with the County and the Contractor to minimize rescheduling of Services and activities due to construction delays or changes in scheduling of Contractor work.

(b) The Consultant has estimated that the Services will continue through July 2026 which includes post construction close-out.

SECTION 5. SUBCONSULTANTS

(a) In connection with this Agreement, the County authorizes the Consultant's utilization of the subconsultants identified in the Consultant's Scope of Work. 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 Services of its subconsultants and of persons directly or indirectly employed by them.

(d) The Consultant shall cause appropriate provisions under this Agreement 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.

SECTION 6. PAYMENT FOR SERVICES

(a) The County agrees to pay the Consultant for the Services performed for the Project in accordance with the terms of this Agreement in the **not to exceed amount of \$1,587,061.63** based on the hourly rates and materials testing fee set forth in the Consultant's Scope of Services. This amount includes the Services performed by the Consultant and its subconsultants, materials testing, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, costs, and any other expenses associated with the Consultant's performance of the Services in accordance with the scope of work set forth in this Agreement.

(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 Section 7.

SECTION 7. PAYMENT PROCEDURES

(a) As used herein, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Consultant under this Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

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

(c) The amount of the monthly payment shall be the value of the Services rendered to the date of the Invoice based on the rates set forth in the Consultant's Scope of Services, less requests previously submitted and payments made, and in no event shall payment exceed the total not to

exceed amount unless otherwise modified upon executed approval of a Change Order and written agreement of the parties.

(d) 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 (if applicable).
- 4) The period and brief description of the Services covered by the Invoice broken down by the billable rates.
- 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 pre-audits and post-audits), for cost and Services completion.
- 7) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

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

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

(g) 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.

(h) Prior to submitting an Invoice, the Consultant shall certify that all subconsultants and suppliers having any interest or performing any of the Services in relation to the Project have received their pro rata share of previous periodic payments to the Consultant for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Consultant shall within 10 days of receipt of progress payments pay all subconsultants and suppliers performing any of the Services or supplying any of the materials with respect to the Project their pro rata shares of the payment for all Services completed and materials supplied. The term "subconsultant", as used herein, shall mean a person(s) or firm(s) that enters into a subconsultant agreement with the Consultant for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services of the Project for which partial payment has been made by the County.

(i) Final Payment. The acceptance by Consultant, including its successors or assigns, of any Final Payment due upon the termination of this Agreement or completion of the Services, will 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 Consultant, its successors, or assigns have or may have against the County under the provisions of this Agreement, unless otherwise a claim was previously and properly filed by the Consultant.

(j) 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 to the extent caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

SECTION 8. 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 subcontractors 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.

SECTION 9. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and 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 carriers listed above waive, 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**" and the "**State of Florida Department of Transportation**" 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 and/or other identifying reference must be listed on the certificates of insurance.

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

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County’s Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

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

(b) The foregoing indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes and shall not constitute a waiver of the County’s or the Department’s sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

(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 Section shall survive the termination or expiration of this Agreement.

SECTION 11. DEFAULT AND TERMINATION

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

(b) **Termination for Cause.** Upon the failure or inability of the Consultant to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without releasing or waiving its rights and remedies against the Consultant's sureties 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, additional costs, and any other additional expenses incurred due to this action. If it is determined that the Consultant was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Consultant), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

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

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

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

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

(g) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

SECTION 12. REMEDIES

(a) The parties will first attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Consultant and the County 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.

SECTION 13. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

(a) The Consultant acknowledges that state and federal funds will be used to fund all or a portion of the Services for the Project.

(b) The Consultant acknowledges that the County as a recipient of state and federal funding must complete financial, performance, and compliance reporting as may be required. The Consultant agrees to support the County's efforts to comply with any reporting obligations.

- (c) All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of state funds, including but not limited to, the Reference Guide for State Expenditures.
- (d) The Consultant acknowledges that the Department shall have the right to review and approve all contracts and documents associated with the Project. The Consultant also agrees to provide the Department's authorized representatives access to construction or other work sites pertaining to the work being performed under this Agreement.
- (e) In performance of the Services, the Consultant is bound by and shall comply and require its subconsultants to comply with all terms and conditions of this Agreement, the LAP Agreement, and all federal, state, and local laws, regulations, executive orders, and specifications applicable to the Services performed under this Agreement. Any express reference in this Agreement to a particular law, statute, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, or 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.
- (f) The Consultant hereby certifies that the Certification regarding Debarment, Suspension, Ineligibility attached hereto as **Attachment D**, Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts attached hereto as **Attachment E**, Certification for Disclosure of Lobbying Activities on Federal Aid Contracts attached hereto as **Attachment F**, Disclosure of Lobbying Activities attached hereto as **Attachment G** that were executed by the Consultant in response to the RFQ are still valid and are incorporated herein by reference.
- (g) The Consultant acknowledges that the Project and performance under the Agreement is subject to the Local Agency Program Federal-Aid Terms for Professional Services Contacts attached hereto as **Attachment H** and agrees to comply with such terms to the extent applicable.
- (h) The Consultant further acknowledges that the Project and performance under the Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," including Appendix II, which is attached hereto as **Attachment I**. The Consultant agrees to comply with 2 CFR Part 200 to the extent applicable to the Project and the Services provided by the Consultant under this Agreement. The Consultant further acknowledges that the Project is subject to the provisions contained in FHWA 1273 attached hereto as **Attachment J** and the wage requirements attached hereto as **Attachment K**.
- (i) The Consultant must comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Consultant pursuant thereto. The Consultant agrees to comply with Appendices A and E attached hereto as **Attachment L**.
- (j) If the Consultant enters into any contracts or agreements with any subconsultants, then the Consultant agrees to include in the contract or agreement that (1) the subconsultant is bound by the terms of this Agreement and the LAP Agreement, and (2) the subconsultant is bound by all

applicable federal, state, and local laws and regulations. Additionally, any such contract or agreement must include and incorporate the Attachments to this Agreement and the required contract clauses identified herein. The Consultant acknowledges that such contract or agreement may require review and approval by the County and/or the Department.

SECTION 14. DOCUMENTS, OWNERSHIP, AND USE

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

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, inspector's logs, all approved shop drawings, and any other documents and pictures compiled by the Consultant that have been 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.

SECTION 15. AUDIT OF CONSULTANT'S RECORDS

(a) All records, expenditures, and payments connected with this Agreement must be retained for a period of at least five (5) years following the date of final payment and close-out of all pending matters. In the event of litigation or settlement of claims arising from the performance of this Agreement, the Consultant agrees to maintain all records until the County, the Department, the Department of Financial Services (DFS), the State of Florida Chief Financial Officer, the State of Florida Auditor General (or designee), or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(b) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, the Department, DFS, the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the State of Florida Chief Financial Officer,

the State of Florida Auditor General (or designee), or any of their authorized representatives. The Consultant and any of its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services in accordance with generally accepted accounting principles consistently applied, and the Consultant must make the records available upon request by any of the foregoing parties. The Consultant agrees to permit the County, the Department, DFS, the State of Florida Chief Financial Officer, the State of Florida Auditor General (or designee), or any of their authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Pursuant to Section 20.055(5), Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, subcontractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The Consultant understands and agrees to comply with Section 20.055(5), Florida Statutes, and agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

(d) The Consultant must require that each of its subconsultants will provide access to the subconsultant's records pertaining to the Service upon request by the County.

(e) Failure of the Consultant or any of its subconsultants to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

(f) This Section shall survive the termination or expiration of this Agreement.

SECTION 16. 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 Section 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 contract provisions in accordance with the Agreement.
3. If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

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

SECTION 17. 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.

SECTION 18. 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.

SECTION 19. 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.

SECTION 20. 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 subconsultants 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 subconsultant during the term of the subconsultant agreement. Subconsultants shall provide the Consultant with an affidavit stating that the subconsultant 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 Section is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

SECTION 21. LOBBYING PROHIBITION CERTIFICATION

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

SECTION 22. PROHIBITION AGAINST CONTINGENT FEES

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

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

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

SECTION 24. NON-DISCRIMINATION

(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.) and Treasury's implementing regulations at 31 C.F.R. Part 22, 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.

(b) The Consultant, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment.

(c) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, color, national origin, sex, age, disability, religion or family status, in all areas of employee relations, throughout the term of this Agreement. The Consultant agrees that on written request, the Consultant shall permit reasonable access to its records of employment, employment advertisements, application forms, and other pertinent data and records, by the Project Manager, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement. The Consultant agrees that if any of the obligations of this Agreement are to be performed by a subcontractor, then the provisions of this Section shall be incorporated into and become a part of the subcontractor agreement.

SECTION 25. SUSPENSION AND DEBARMENT

(a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. By execution of this Agreement, the Consultant certifies, that neither it nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency (see 2 C.F.R. § 180.940 and 2 C.F.R. § 180.935).

(b) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a provision requiring such compliance with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County and the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION 26. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

(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 subconsultant of the Consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

SECTION 27. 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.

SECTION 28. NOTICE

(a) All notices given under this Agreement (excluding day-to-day communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) 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:

GAI Consultants
12574 Flagler Center Blvd

If to County:

Clay County
P.O. Box 1366

Suite 200
Jacksonville, FL 32258
Attention: Kevin Leadbetter, PE
Copy to: Andre Sutherland, PE

477 Houston Street
Green Cove Springs, FL 32043
Attention: County Manager
Copy to: 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.

SECTION 29. 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.

SECTION 30. NO SUBLETTING OR ASSIGNMENT

(a) The Consultant shall not sublet or 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 sublet or assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to sublet or assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein. Any sublet or assignment approved by the County must be in accordance with Section 8-1 of the LAP Specifications, as they may be supplemented.

SECTION 31. 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 or such documents against either party to this Agreement.

SECTION 32. 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.

(b) Neither the Consultant nor its subconsultants shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Consultant or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Consultant, the

Consultant, with prior approval of the County, may waive the prohibition contained in this provision provided that any such present member, officer or employee shall not participate in any action by the Consultant or the locality relating to such contract, subcontract or arrangement. The Consultant shall insert in each of their subcontracts, the following provision:

No member, officer or employee of the Subcontractor or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

(c) The provisions of this Section shall not be applicable to any agreement between the Consultant and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

SECTION 33. 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 or Invoices forwarded by the Consultant to the County.

SECTION 34. 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.

SECTION 35. GOVERNING LAW AND VENUE

(a) The County and Consultant agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 36. ATTORNEYS' FEES

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

SECTION 37. 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.

SECTION 38. 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.

SECTION 39. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 40. COUNTERPARTS

(a) The Agreement may be executed in one or more 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.

SECTION 41. ATTACHMENTS

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

Attachment A	RFQ Scope of Work
Attachment B	Consultant's Scope of Work dated 11/04/2024
Attachment C	LAP Specifications
Attachment D	Certification regarding Debarment, Suspension, and Ineligibility
Attachment E	Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts
Attachment F	Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
Attachment G	Disclosure of Lobbying Activities
Attachment H	Local Agency Program Federal-Aid Terms for Professional Services Contacts
Attachment I	Appendix II to Part 200
Attachment J	FHWA 1273
Attachment K	Wage Requirements
Attachment L	Appendices A and E

SECTION 42. ENTIRE AGREEMENT

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

SECTION 43. AUTHORITY

(a) The parties to this Agreement 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 to the Agreement 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.

GAI CONSULTANTS, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Jim Renninger
Its Chairman

ATTEST:

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

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ATTACHMENT A RFQ SCOPE OF WORK

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners is requesting qualifications from professional engineering firms for Construction Engineering and Inspection (CEI) services from which are required for contract administration, inspection, and materials sampling and testing for the construction project listed below.

CR 220 Widening Phase 2

Financial Project ID: 430719-2-52-01

The professional engineering firm, hereafter referred to as "Consultant" shall be registered in the State of Florida, pursuant to Section 287.055, Florida Statutes, known as the Consultant Competitive Negotiation Act.

3.2. Project Summary

The Consultant will be responsible for performing CEI services of the Widening County Road 220 from existing 2-lane rural roadway to a 4-lane urban roadway from east of Henley Road to west of Knight Boxx Road. Work activities include but are not limited to the following: maintenance of traffic, clearing and grubbing, excavation and grading, erosion and sediment control, milling and asphalt paving, drainage, sodding, signalization, signs, pavement markings, and reconstruction of the existing bridge.

This project includes all associated work shown in the plans and specifications attached to this bid.

This project is Federally Funded and being delivered through the Local Agency Program (LAP). It shall be the responsibility of the Contractor to assist the County with all requirements and obligations for federal aid construction contracts. Refer to Attachment for Local Agency Project (LAP) Supplemental Specification applicable to this project.

All construction shall comply with the Florida Department of Transportation, FY 23/2024 Standard Plans for Road and Bridge Construction including Interim revision and Florida Department of Transportation, FY 24/2025 Standard Specifications for Road and Bridge Construction. Contractor must abide by all documented requirements and general notes as listed in the construction plans.

3.3. Pre-Qualifications

Consultants shall be Florida Department of Transportation (FDOT) Pre-Qualified in the following fields:

- A. Work Type 10.1 - Roadway Construction Engineering Inspection
- B. Work Type 10.5.1 - Major Bridge CEI - Concrete

Consultants shall, at the time of submitting a bid in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Consultants' profession or business. Consultants shall provide proof of certification and/or registration by the State of Florida applicable to the work required in the solicitation.

Either the Prime Consultant or Subconsultant(s) can hold the Pre-Qualifications referenced above.

3.4. Scope of Services

As a result of this Request for Qualifications (RFQ) and subsequent evaluation, it is anticipated that one (1) Consultant will be issued a contract. The Consultant will provide services, which shall include, but no limited to, the following components:

A. Construction Phase Services

1. Provide on-site Construction Engineering Inspection for the project during all times the Contractor is on site.
2. Review and evaluate the Contractor's baseline and monthly project schedules. Provide recommendations on how to maintain project progress in order to meet milestone and/or other contractual dates.
3. Attend construction project meetings.
4. Establish and follow a system for routing project correspondence and submittals.
5. Establish protocol and follow a system for project communications.
6. Create and maintain construction contract administration files (hardcopy and electronic) for placement on an ftp site on a weekly basis.
7. Track Requests for Information (RFIs) and coordinate responses to RFIs.
8. Track project submittals and coordinate responses to submittals.
9. Review scope increases/decreases and schedule extension requests.
10. Track change requests and the use of project funds, and provide a final reconciliation at the end of the project.
11. Review and approve or take other appropriate action on Contractor's list of subcontractors and suppliers.
12. Establish site observation and project meeting schedules.
13. Verify, at least monthly, that the Contractor is properly updating the as-built documents.
14. Verify the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the National Pollutant Discharge Elimination System (NPDES) General Permit, provide at least one (1) inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors."
15. Assist the County in the preparation of any meetings, documentation, and communication required for the FDOT and LAP grants.

16. Inform the Contractor and County of any quality assurance observations related to defects in the work performed by the Contractor.
 17. Obtain, review, and maintain all test reports for the project.
 18. Prepare electronic field reports of all project site visits.
 19. Review Contractor's applications for payment with the Engineer of Record (EOR) and provide a recommendation for payment.
 20. Receive Contractor's submittal and/or RFI log and monitor response time from the EOR.
 21. Respond to the Contractor's punch list of remaining work to be completed. Participate in the development of punch lists as needed.
 22. Ensure electronic record drawings are received and review for accuracy.
 23. Review project close-out documents for completeness and accuracy, to include but not be limited to as-built drawings, shop drawings, Operations and Maintenance (O&M) Manuals, and warranties.
 24. Review the Contractor's request for final inspection, and conduct a field inspection of the project to confirm completion.
 25. Review and provide recommendation on application for final payment.
 26. In concert with the EOR, review and advise County on any claims filed by the Contractor. Provide recommendations in order to mitigate potential and/or actual claims.
 27. Other related duties as assigned.
- B. Resident Compliance Specialist Services
1. Establish and maintain records/files to adhere to Federal and State rules and regulations concerning the compliance program. Prepare correspondence to contractors and Departmental personnel with regards to the state of compliance as directed by Departmental procedures and/or directives.
 2. Attend preconstruction conferences to inform contractors of their obligations relating to Equal Employment Opportunity (EEO)/Disadvantage Business Enterprise (DBE)/On-the-Job Training (OJT), Davis Bacon and associated Federal rules and regulations. This position will be responsible for promoting effective communication with contractors in order to ensure good exchange of information and timely submittals.
 3. Review the Daily Work Reports (DWR) (as necessary) for the construction contract. Each DWR will be analyzed for content in order to determine the status of active contractors (prime, subcontractors, and subordinate subcontractors).

4. Verify contractor's payrolls for format, classification, pay and timely submittal. When field interviews are received from project personnel, verify information against payrolls. If necessary, issue noncompliance notices to contractors for incorrect classification, pay scales, etc. Establish and maintain files for payrolls and labor interviews. Prepare for submission to appropriate offices.
 5. Establish and maintain all documents related to the OJT Program. Check personnel action forms to see if they comply with training guide schedule. Travel to project site to interview training candidates as outlined in Compliance Reference Guide. Ensure timely submission of the Monthly Time Reports. Verify Monthly Time Reports against payrolls and report inconsistencies.
 6. Engage in other aspects of project management to ensure adherence to federal/state rules and regulations.
 7. Supplies administrative support in monitoring the contractor's state of compliance as it relates to construction contract language.
 8. Creates and maintains various data bases, including FDOT's Grant Application Process (GAP) system, as well as typing reports in order to ensure conformity to federal/state rules and regulations. As work flow dictates, perform scanning in adherence to the Electronic Document Management System guidelines.
 9. Other related duties as assigned.
- C. Sampling and Testing Services
1. Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in FDOT's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.
 2. Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.
 3. Sampling, testing and laboratory methods shall be as required by FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.
 4. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

5. Input verification testing information and data into the FDOT's database using written instructions provided by the FDOT.
6. Other related duties as assigned.

3.5. Items to be Furnished by Clay County to the Consultant

- A. Clay County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 1. Construction Plans,
 2. Specification Package,
 3. Copy of the Executed Construction Contract, and
 4. Utility Agency's Approved Material List (if applicable).
- B. FDOT will furnish and support the software packages for AASHTOware Project Construction (PrC) , if required by FDOT.

3.6. Items Furnished by the Consultant

- A. Office Automation
 1. Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under the awarded Contract.
 2. Provide each inspection staff with a laptop computer (or tablet) capable of running a mobile broadband connection at the jobsite.
 3. All computer coding shall be input by Consultant personnel using equipment furnished by them.
 4. All informational, contractual and other business required for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, if possible, such documents must be submitted electronically.
 5. All documents requiring a signature must be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature.
 6. Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Contract.
- B. Vehicles

1. Vehicles will be equipped with appropriate safety equipment, including strobes, and must be able to effectively carry out requirements of the awarded Contract. Vehicles shall have the name and phone number of the Consultant visibly displayed on both sides of the vehicle.

C. Field Equipment

1. Supply survey, inspection, and testing equipment essential to perform services under the awarded Contract; such equipment includes non-consumable and non-expendable items.
2. Hard hats shall have the name of the Consultant visibly displayed.
3. Equipment described herein and expendable materials under the awarded Contract will remain the property of the Consultant and shall be removed at completion of the work.
4. Handling of nuclear density gauges shall be in compliance with their license.
5. Retain responsibility for risk of loss or damage to said equipment during performance of the awarded Contract. Field equipment shall be maintained and in operational condition at all times.

D. Licensing for Equipment Operations

1. Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by Clay County, upon request.
2. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

3.7. Performance of the Consultant

During the term of the awarded Agreement and all Supplemental Amendments thereof, Clay County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with the awarded Agreement. Cooperate and assist Clay County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. Clay 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. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or Clay County to be inadequate.

- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

3.8. Personnel Qualifications

- A. Provide competent personnel qualified by experience and education. Submit in writing to the Clay County Project Manager or designee the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.
- B. Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from Clay County. Staff that has been removed shall be replaced by the Consultant within one week of Clay County notification.
- C. Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to Clay County and should occur as workload permits. Visit the training page on the [State Construction Office website](#) for training dates.
- D. Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis.

1. Senior Project Engineer

- a. A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience, or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialize construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs of conformance with Department standards. Also, must have the following:
 - i. Qualification:

- I. FDOT Advanced MOT
 - II. Attend the CTQP Quality Control Manager and pass the examination
 - ii. Certifications:
 - I. None
 - iii. Other:
 - I. Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).
2. Project Administrator
- a. A Civil Engineering degree plus two (2) years of engineering experience in major road or bridge construction, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.
 - b. Receives general instructions regarding assignments and is expected to exercise initiative and independent judgement in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Responsible for the progress and final estimates throughout the construction project duration. Must have the following:
 - i. Qualifications:
 - I. FDOT Intermediate MOT
 - II. CTQP Final Estimates Level II
 - ii. Certifications:
 - I. SSPC Course
 - II. Attend CTQP Quality Control Manager Course and pass the examination.
 - III. A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.
3. Contract Support Specialist
- a. A High School diploma or equivalent and four (4) years of road and bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgement in planning work details and making technical decisions related to the office

aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as state above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

i. Qualifications

I. CTQP Final Estimates Level II

4. Senior Inspector

a. High School graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection. Must have the following:

i. Qualifications:

I. CTQP Final Estimates Level I

II. CTQP Concrete Field Inspector Level I

III. CTQP Asphalt Roadway Level I

IV. CTQP Asphalt Roadway Level II

V. CTQP Earthwork Construction Inspection Level I

VI. CTQP Earthwork Construction Inspection Level II

VII. FDOT Intermediate MOT

ii. Certifications:

I. Nuclear Radiation Safety

II. SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (if applicable) or a Civil Engineering degree and one (1) year of road and bridge CEI experience with the ability to earn additional required qualifications within one year.

III. Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower-level inspectors. Work is performed under the general supervision of the Project Administrator.

5. Inspector

- a. High School Diploma or Equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction.
 - i. Qualifications:
 - I. Qualifications/certifications for this position may be obtained within six (6) months from the date of hire provided that the position works under the supervision and direction of a Senior Inspector or Senior Engineer Intern, all other requirements for the position are met, and a training plan is submitted detailing when the qualifications/certifications will be obtained.
 - II. Must have the following as required by the scope of work for the intended assignment on the project at the time of NTP:
 - I. CTQP Final Estimates Level I
 - II. CTQP Concrete Field Inspector Level I
 - III. CTQP Asphalt Roadway Level I
 - IV. CTQP Earthwork Construction Inspection Level I
 - V. FDOT Intermediate MOT
 - III. Certifications:
 - I. Nuclear Radiation Safety
 - II. Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors
 - III. Responsible for receiving general supervision from and assisting the Senior Inspector in the performance of their duties. Must communicate effectively in English (verbally and in writing).

3.9. [Staffing](#)

- A. Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until Clay County has received a regular acceptance letter.
- B. Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

- C. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

3.10. Quality Assurance (QA) Program

A. Quality Assurance Plan

1. Within thirty (30) days after receiving award of a Contract, furnish a QA Plan to the County Project Manager or designee. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to the awarded Contract. Unless specifically waived, no payment shall be made until Clay County approves the Consultant QA Plan.
2. Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:
 - a. Organization
 - i. A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the awarded Contract. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
 - b. Quality Assurance Reviews
 - i. Detail the methods used to monitor and achieve organization compliance with the awarded Contract requirements for services and products.
 - c. Quality Assurance Records
 - i. Outline the types of records which will be generated and maintained during the execution of the QA program.
 - d. Control of Subconsultants and Vendors
 - i. Detail the methods used to control subconsultant and vendor quality.
 - e. Quality Assurance Certification
 - i. An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Clay County procedures.

B. Quality Assurance Reviews

1. Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the awarded Contract. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of the awarded Contract. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in the awarded Contract. The semi-annual reviews shall be submitted to the County Project Manager or designee in written form no later than one (1) month after the review.
2. On short duration CEI projects (nine (9) months or less), the Consultant shall perform an initial QA review within the first two (2) months of the start of construction.
3. On asphalt projects, the Consultant shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the Consultant's staff.

C. Quality Records

1. Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under the awarded Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to Clay County, upon request, during the Contract term. All records shall be kept at the primary job site and shall be subject to audit review.

3.11. Certification of Final Estimates

A. Final Estimate and As-Built Plans Submittal

1. Prepare documentation and records in compliance with the awarded Contract, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and FDOT's Procedures as required by CPAM and as modified by County Procedures.
2. Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with CPAM & County Procedures.
3. Revisions to the Certified Final Estimate will be made at no additional cost to Clay County.

B. Certification

1. Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

C. Offer of Final Payment

1. Prepare the Offer of Final Payment package as outlined in CPAM. The package shall accompany the Certified Final Estimates Package submitted to the Clay County Project Manager or designee for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

3.12. Contract Management

A. General

1. With each monthly invoice submittal, the Consultant will provide a Status Report for the awarded Contract. This report will provide an accounting of the additional Contract calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Contract completion date, and an estimate of the Consultant funds expiration date per the Contract schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.
2. When the Consultant identifies a condition that will require an amendment to the Contract, the Consultant will communicate this need to the County Project Manager or designee for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the County Project Manager or designee for approval and further processing. The AR is to be submitted at such time to allow Clay County 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by Clay County.
3. The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to Clay County.

3.13. Post Construction Claim Reviews

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed the awarded Contract, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to the awarded Contract.

3.14. County Authority

The County shall be the final authority in considering contract modification of the Contractor for time, money, or any other consideration.

3.15. [Length of Service](#)

The construction time frame shall be Substantial Completion accomplished within 525 days from execution of the awarded Contract and Final Completion accomplished within 570 days from execution of the awarded Contract. Construction is anticipated to begin July of 2024.

The services for this Construction Contract shall begin upon written notification to proceed by Clay County.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by Clay County has been issued, the Consultant shall be ready to assign personnel within two (2) weeks of notification. For the duration of the project, coordinate closely with Clay County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's Notice to Proceed for the project and thirty (30) calendar days to demobilize after final acceptance of the Construction Contract.

No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

3.16. [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.

During Contract Negotiations, determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under the awarded Contract.

3.17. [Performance Evaluation](#)

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

3.18. [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.

3.19. [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.

3.20. 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.

Please note **Project Approach** and **Work Plan** has 25 points maximum, **Volume of Work for Clay County** has 5 points maximum, and all other categories have 10 points maximum.

**ATTACHMENT B
CONSULTANT'S SCOPE OF WORK
DATED 11/04/2024**



Jacksonville Office
12574 Flagler Center Boulevard
Suite 202
Jacksonville, Florida 32258

T 904.363.1110
F 904.363.1115

November 4, 2024

Stephen E. Koterak
Senior Construction Project Manager/ Construction Project Manager
Clay County Bonded Transportation Project
Clay County Engineering Division
477 Houston St, Green Cove Springs, FL 32043

Sent Via E-mail: stephen.koterak@claycountygov.com

GAI Project No: R240626.00

Construction Engineering and Inspection Services for RFQ 23/24-053, CR 220 Widening Phase 2

Dear Mr. Koterak:

GAI Consultants, Inc. (GAI) is pleased to provide you with the attached scope for CEI services and associated fee for the CR 220 Phase 2 project.

The proposed fee of \$1,587,061.63 is based on the estimated 570-day construction duration, with services anticipated to start by November 18th 2024 and ending July 11th 2026. All work will be billed at the negotiated rates provided. GAI will routinely coordinate with the County to verify all proposed tasks are being completed timely and provide updates on the CEI budget.

Thank you for the opportunity. We look forward to collaborating with you and the rest of the County's team. All conditions and terms of the Master Agreement and Scope of Services once executed will remain unchanged.

If you have any questions, or need any additional information, please do not hesitate to give me a call at 904.559.8087.

Sincerely,

GAI Consultants, Inc.

Andre R Sutherland Digitally signed by Andre R Sutherland
Date: 2024.11.04 09:26:04-05'00'

Andre Sutherland, PE

Attachments: Exhibit A- Scope of Services

cc: K. Leadbetter

Exhibit A SCOPE OF SERVICES

CLIENT: Clay County – Engineering Division

PROJECT: Construction Engineering and Inspection Services for RFQ 23/24-053, CR 220 Widening Phase 2

CONSULTANT: GAI Consultants, Inc.
12574 Flagler Center Blvd., Suite 202
Jacksonville, FL 32258

GENERAL

GAI Consultants, Inc. (**GAI**) and its subconsultant CSI Geo, Inc., collectively known as GAI will be working with Clay County (**County**) to provide Construction Engineering and Inspection Services for various resurfacing projects.

GAI will provide onsite construction inspection services to verify the quality and quantity of work, but will not override the contractor's means, methods, techniques, sequences, or procedures of the construction selected by the contractor(s) or the safety precautions and programs incidental to the work of the contractor(s). GAI's efforts will also be directed toward assisting in the interpretation of the prepared drawings and specifications, shop drawing review, assistance in the resolution of field problems or questions, and determining whether the completed project will conform to the contract documents.

INSPECTION REQUIREMENTS

- Exercise independent and professional judgement in performing obligations and responsibilities under the Agreement.
- Attend preconstruction meeting and review minutes.
- Acknowledge project architect's submittal approvals, and comment on any concerns.
- Acknowledge project architect's RFI responses, and comment on any concerns.
- Review and comment on architect's review of change order proposals.
- Complete site visits to perform inspections of work, including quality of work, and compliance with permitted drawings and all permit requirements.
- Conduct additional site visits as needed to observe/report on special installations.
- Provide written report of each site visit, via email attachment, to the County Project Manager, no later than the morning following the site visit.
- Provide a form, to be approved by the Clay County Project Manager, to be used for site visit reports. Form shall include date, time of visit, weather conditions, contractor and sub personnel on site, work in progress, materials on site, equipment on site, progress since last visit, date of last visit, concerns/recommendations.

- Attach photos of key observations with site visit reports. Minimum of 4 photos, if little work has been accomplished since last visit; and up to 8 photos if substantial activity has occurred. Photos shall be of appropriate resolution to provide ease of transmitting by email, and clear depiction of detail.
- When a deficiency is noted on the report, CEI consultant shall reference specific code section, specification, and/or drawing detail corresponding to the deficiency.
- Attend monthly construction progress meetings conducted by the architect.
- Review and confirm that contractor pay requests align with work accomplished.
- Monitor contractor's in progress as-built (redline) drawings updates throughout construction.
- Monitor contractor's compliance with approved schedule and make recommendations to Clay County Project Manager as appropriate.
- Review any claims and disputes and recommend action.
- Attend Substantial Completion walk through, and review/comment on Architect's punch list.
- Attend Final Completion walk through and confirm acceptance of punch list items completion.
- Provide Letter of Compliance at project closeout.

NPDES Inspections – For the duration of the project, immediately following each rainfall event of ½" or greater, GAI's field inspector will visit the site, inspect all erosion/sedimentation control measures, direct the contractor to repair or replace damaged erosion/sedimentation controls and verify that the required work is done in accordance with the NPDES/permit requirements.

Authority – The County gives GAI the authority to require the contractor to correct all work not in compliance with the approved plans and/or contractual agreements. If the contractor refuses or fails to take the required corrective action, GAI shall immediately notify the County. Material deviations from the contract will need to be authorized by the County.

Testing – GAI's qualified field representatives will provide over the shoulder reviews for verification of concrete plastic and compressive strength, compaction and density testing and verifying that all required Contractor's Quality Control testing is performed in accordance with the project's requirements/specifications for locations and frequency.

The construction contractor is expected to provide his own quality assurance testing and will be independent of the services provided herein.

All inspection and testing requirements shall apply at all times while construction operations are being performed including weekends and holidays.

GAI will not be required to perform laboratory materials testing unless agreed to and contract amended by the County to cover this service.

Inspector Logs – GAI and its subconsultants' onsite inspector shall maintain an inspection log throughout the duration of construction. This log shall include but not be limited to the following:

- Location and description of construction operations taking place at time of site visit.
- Specific information regarding inspection/acceptance of project materials
- Information on construction problems and directions given to the contractor to resolve the problems.
- Summaries of contractor's personnel and equipment

On days where there is no construction or no construction requiring inspection, the daily log should note either that there was no activity or list the operations that were taking place (per the contractor) and state "No inspection required." A copy of all documents will be provided to the County.

Shop drawings – Upon receipt of any shop drawings from the contractor, GAI shall review and coordinate with the Engineer of Record/County in the shop drawing review process. GAI will coordinate the review and strive to return shop drawings within the allowable timeframe or less to the contractor. Final approved shop drawings shall be submitted to the EOR to be RFC'ed after all comments are resolved.

As-builts – GAI shall review as-builts drawings. Drawings that do not meet the requirements outlined in the Contract Documents will be returned to the Contractor for correction. Final as-built drawings shall be submitted to the County for concurrence and acceptance.

Contractor Pay Requests and Change Orders – GAI's Field Senior Inspector and Senior Project Engineer will assist the County's Project Manager as-needed with evaluating the contractor's pay request. GAI will assist the County's Project Manager as necessary in processing of the pay request and processing of any Contractor change order requests on the project.

Substantial Completion – The County shall be notified in advance of the substantial completion inspection to allow time to plan to participate. GAI will also keep the County's personnel updated of the project's milestones and supply any requested documents for review.

Following the Substantial Completion inspection, a copy of the punch list of items to be completed along with a list of the persons attending the inspection shall be e-mailed to each of the above agencies.

Final Documentation – Prior to the County’s acceptance of the project, GAI will turn over the following documents:

- Original Inspector’s Logs
- All approved shop drawings
- Any other documents and pictures compiled by the inspection staff related to the project.

Schedule

GAI will provide, as needed, the above-described services during construction, and closeout of the project. The CEI scope is anticipated to have a 570-day construction duration, with CEI services starting with preconstruction activities and 30 days for post construction closeout. A complete detailed estimate for the staff hours is also provided.

Should the construction time exceed the *estimated duration* and additional compensation is required above the proposed fee in order to continue provision of services, GAI will receive written authorization for compensation from the County prior to providing any additional services.

Method of Compensation

Payment will be made in accordance with the original contract. No changes will be made to the original contract and terms of payment unless mutually agreed to by the County and GAI.

Exclusions from Scope of Service

The Contractor shall be responsible for his Quality Control Inspection efforts required by the construction contract. GAI Consultants will not be responsible for offsite testing and inspection at fabrication facilities for steel products, casting yards for precast and prestressed concrete structures and all other similar locations which require inspection and testing.

Method of Compensation

Included, is the estimated fee for completion of these CEI services as shown below. Contract rate will be based on the negotiated rates for each position, Changes to the rates will not be permitted unless a formal amendment is granted by the County.

Personnel Classification	Total in Hours	Billable Rates	Estimated Costs
Sr. Project Engineer	600	\$ 292.29	\$ 175,374.00
PE/PA	1702	\$ 163.47	\$ 278,225.94
Asst. PA	776	\$ 122.85	\$ 95,331.60
CSS	1034	\$ 118.31	\$ 122,332.54
Sr. Insp.(Bridge)	1972	\$ 105.47	\$ 207,986.84
Sr. Insp. (Road)	3632	\$ 105.47	\$ 383,067.04
Sr. Insp (Road/Bridge) (CSI Geo-DBE)	1650	\$ 86.95	\$ 143,467.50
Sr. Insp (Road/Bridge) OT (CSI Geo-DBE)	250	\$ 130.43	\$ 32,606.25
Survey- Chief Surveyor	112	\$ 206.14	\$ 23,087.68
Survey- Crew Chief	291	\$ 120.73	\$ 35,132.43
Survey- Instrument operator	291	\$ 89.01	\$ 25,901.91
Survey- CADD Technician	112	\$ 109.30	\$ 12,241.60
Totals in Man-Months	12422		

Sub-total CEI Costs	\$ 1,534,755.33
Materials Testing	\$ 52,306.30
TOTAL	\$ 1,587,061.63

Additional Services

Additional services may be added to this contract during the course of work based on negotiated fees. The County and GAI shall jointly determine these respective fees. No work shall be undertaken on any additional service tasks without the written authorization of the County.

Item Description	Estimated Quantity	Unit Cost	Estimated Cost
Asphalt Plant Inspection			
CTQP Asphalt Plant Level II Inspector	190 hr.	\$121.57	\$23,098.30
		Subtotal:	\$23,098.30
Driven Pile Testing and Inspections			
<u>PDA Dynamic Pile Testing</u>			
Mobilization to Jobsite	6 day	\$300.00	\$1,800.00
Daily PDA Engineer Onsite with PDA Test Equipment (weekday)	6 day	\$1,750.00	\$10,500.00
Daily PDA Engineer Onsite with PDA Test Equipment (weekend)	0 day	\$2,250.00	\$0.00
Summary Reports (with production length and criteria recommendations)	6 ea.	\$1,000.00	\$6,000.00
		Subtotal:	\$18,300.00
Laboratory Testing			
Proctor Testing (Embankment)	3 ea.	\$140.00	\$420.00
Proctor Testing (Limerock)	2 ea.	\$140.00	\$280.00
LBR Testing (Stabilized Subgrade)	8 ea.	\$380.00	\$3,040.00
Soil Classification			
Sieve Analysis	11 ea.	\$85.00	\$935.00
Materials Finer than 200 Sieve FM 1-T011	11 ea.	\$54.00	\$594.00
Organic Content	11 ea.	\$54.00	\$594.00
Atterberg Limits	11 ea.	\$115.00	\$1,265.00
Concrete Compressive Strength Testing (per cylinder)	108 ea.	\$35.00	\$3,780.00
		Subtotal:	\$10,908.00
TOTAL: (Estimated)			\$52,306.30

ENGINEER'S ESTIMATE FOR CCEI SERVICES

Date: CR 220 from CR 209 (Henley Road) to CR 220B (Knight Box Road)
 FIN#: 430719-3

FAP#: 570
 Let Date
 Contract Time

Substantial completion @ 525 days

Personnel Classification	Months	Bid Review	Pre Const	Construction - Months												Post Const	Total in Hours	Billable Rates	Estimated Costs								
				1	2	3	4	5	6	7	8	9	10	11	12					13	14	15	16	17	18	19	540
Sr. Project Engineer				20	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	600	\$ 292.29	\$ 175,374.00
PE/PA				42	83	83	83	83	83	83	83	83	83	83	83	83	83	83	83	83	83	83	83	83	1702	\$ 163.47	\$ 278,225.94
Asst. PA				10	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	42	776	\$ 122.85	\$ 95,331.60
CSS				42	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	1034	\$ 118.31	\$ 122,332.54
Assoc. CSS																									0	\$ -	\$ -
Secretary/Clerk																									0	\$ -	\$ -
Sr. Insp.(Bridge)				42	165	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	1972	\$ 105.47	\$ 207,966.84
Sr. Insp. (Road)				42	165	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	3632	\$ 105.47	\$ 383,067.04
Sr. Insp. (T15)																									0	\$ -	\$ -
Sr. Insp. (Bldg. Struct.)																									0	\$ -	\$ -
Sr. Insp. / Specialist (Coatings)																									0	\$ -	\$ -
Sr. Insp. (Segmental)																									0	\$ -	\$ -
NDT Tech																									0	\$ -	\$ -
Principal Engineer																									0	\$ -	\$ -
Insp. (Coatings)																									0	\$ -	\$ -
Insp.(Bridge)																									0	\$ -	\$ -
Sr. Insp (Road/Bridge) [CSI Geo-DRE]					165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	165	1650	\$ 86.95	\$ 143,467.50
Sr. Insp (Road/Bridge) DT [CSI Geo-DRE]					25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	250	\$ 130.43	\$ 32,606.25
Survey- Chief Surveyor				32																					112	\$ 206.14	\$ 23,087.68
Survey- Crew Chief				83																					291	\$ 120.73	\$ 35,132.43
Survey- Instrument operator				83																					291	\$ 89.01	\$ 25,901.91
Survey- CADD Technician				32																					112	\$ 109.30	\$ 12,241.60
Totals in Man-Months				0	198	765	775	775	775	775	775	775	775	775	775	775	775	775	775	775	775	775	775	775	12412		
Sub-total CEI Costs																											\$ 1,534,755.33
Materials Testing																											\$ 52,906.30
TOTAL																											\$ 1,587,061.63

Assumptions & Comments:
 15% overtime for Inspector and Senior Inspector positions only
 Estimated Material/ Testing/Pile Geotech is \$52,906.30
 Field office: None

Prepared by: Andre Sutherland/GAI Consultants
 Date Revised & Submitted: 11/4/2024
 Reviewed with Resident Engineer / Date:

ATTACHMENT C LAP SPECIFICATIONS

LAP DIVISION 1 SPECIFICATIONS (CLASS A, B, C).

(REV 10-10-23) (FY 2023-24)

Construction Checklist Specifications
from
Department of Transportation
Standard Specifications for Road and Bridge Construction

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-010-44)

SECTION 1 – DEFINITIONS AND TERMS.

Department Name _____

Engineer _____

Contractor’s Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor’s Engineer of Record may also serve as the Specialty Engineer.

The Contractor’s Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor’s Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be “major” or “structural”, the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the Plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be “minor” or “non-structural”.

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida.
2. The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders.

Except as noted below, prequalify with the Department to be eligible to bid. The Department publishes regulations covering prequalification of Bidders under separate cover.

The Department does not require the Bidder to be a prequalified Contractor if bidding construction contracts of \$250,000 or less, or if constructing buildings. In addition, at its sole discretion, the Department may waive prequalification requirements on contracts of \$500,000 or less.

For construction contracts requiring prequalification, file an application for qualification using the Department’s online prequalification application system, giving detailed information with respect to financial resources, equipment, past record, personnel, and experience. For qualified applicants, the Department will issue a certificate fixing the types of work and the aggregate amount of work that the Department allows the prequalified Bidder to have under contract at any one time.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

1. A bid on a Contract to provide any goods or services to a public entity.
2. A bid on a Contract with a public entity for the construction or repair of a public building or public work.
3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

All prequalified Contractors bidding on any Contract must certify their total dollar amount of Work Underway and submit Form 375-020-39 or a spreadsheet in a similar format prior to submitting a bid. This information must be submitted at least once during the month the bid is due via the “Work Underway” link in the Contractor Pre-Qualification System.

SECTION 4 – SCOPE OF THE WORK.

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term “significant change” applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work is defined as an increase in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension

entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer’s sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager’s position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor’s actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida’s rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- b. Actual Rate for items listed in Table 4-1,
- c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176
x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating
Cost x 100%.

c. Allowable Rate Per Hour = Allowable Hourly
Equipment Rate + Allowable Hourly Operating Cost.

d. Standby Rate = Allowable Hourly Equipment
Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time

extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original

Subcontract amounts(s)*

B = Original Contract Time

C = 8%

Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in

the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed \$100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credit to the Department for the work deleted.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractor's Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

SECTION 5 – CONTROL OF THE WORK (FINAL ACCEPTANCE AND CLAIMS).

5-11 Final Acceptance.

When, upon completion of the final construction inspection of the entire project, the Engineer determines that the Contractor has satisfactorily completed the work, the Engineer will give the Contractor written notice of final acceptance.

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered

work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the

Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

- a. documented additional job site labor expenses;
- b. documented additional cost of materials and supplies;
- c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
- d. any other additional direct costs or damages and the documents in support thereof;
- e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of \$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the Nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the

Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims for Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the

Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the

Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials,

equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

SECTION 6 – CONTROL OF MATERIALS.

6-1 Acceptance Criteria.

6-1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Engineer may inspect and test any material, at points of production, distribution and use.

6-1.2 Sampling and Testing: Use the Department’s current sample identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Department.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the Department.

6-1.2.1 Pretest by Manufacturers: Submit certified manufacturer’s test results to the Engineer for qualification and use on Department projects. Testing will be as specified in the Contract Documents. The Department may require that manufacturers submit samples of materials for independent verification purposes.

6-1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

6-1.2.3 Point of Distribution Test: Test the material at Distribution facilities as specified in the Contract Documents.

6-1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, the Department may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by manufacturer certification. The Department may reject all materials that, when retested, do not meet the requirements of these Specifications.

6-1.3 Certification:

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department’s website at the following URL: <https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm>. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer’s letterhead and is signed by a legally responsible person employed by the manufacturer.

6-1.3.1.1 Approved Product List: This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor’s use of products and materials that require use of APL items to those listed on the APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL).

Manufacturers seeking to have a product evaluated for the APL must submit an application, available on the Department's website at the following URL: <https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

Applications must include the following documentation:

1. Supporting documentation as required by the Specifications, Standard Plans, and APL approval process. A sample may be requested to verify the product, in accordance with the specifications.

2. A photograph displaying the product as shipped with packaging.

3. A list displaying all components within the shipped packaging, if applicable.

4. Installation instructions and materials, if applicable.

5. Product packaging or product labels as required by the Specifications.

6. Construction material percentages and country source of materials.

7. Last two manufacturing steps and country of manufacture.

8. Manufacturer name and material designation (product name, product model/part number/style number, etc.) must be as identified on the product, product packaging, and product labels.

9. Applications must be signed by a legally responsible person employed by the manufacturer of the product.

Required test reports must be conducted by an independent laboratory or other independent testing facility. Required drawings and calculations must be signed and sealed by a Professional Engineer licensed in the State of Florida.

Products that have successfully completed the Department's evaluation process are eligible for inclusion on the APL. Manufacturers are required to submit requests to the Department for approval of any modifications or alterations made to a product listed on the APL. This includes, but is not limited to, design, raw material, or manufacturing process modifications. Modification or alteration requests must be submitted along with supporting documentation that the product continues to meet Section 6, the Specification, or Standard Plans requirements. A product sample and additional product testing and documentation may be required for the modification evaluation. Any marked variations from original test values, failure to notify the Department of any modifications or alterations, or any evidence of inadequate performance of a product may result in removal of the product from the APL.

Manufacturers must submit supporting documentation to the Department for a periodic review and re-approval of their APL products on or before the product's original approval anniversary. APL products that are not re-approved may be removed from the APL. Documentation requirements for the product review and re-approval, including schedule and criteria, are available on the Department's website at the following URL:

<https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

6-1.3.2 Contractor Installation Certification: Submit installation certifications as required by the Contract Documents.

6-2 Applicable Documented Authorities Other Than Specifications.

6-2.1 General: Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

6-2.2 Test Methods: Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If an FM does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addenda thereto, at the time of bid opening.

6-2.3 Construction Aggregates: Aggregates used on Department projects must be in accordance with Rule 14-103, FAC.

6-3 Storage of Materials and Samples.

6-3.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. The Department may reject improperly stored materials.

6-3.2 Use of Right-of-Way for Storage: If the Engineer allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the Department or as specified in the Contract Documents. Provide any additional space required at no expense to the Department.

6-3.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. The Department is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

6-3.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

6-4 Defective Materials.

Materials not meeting the requirements of these Specifications will be considered defective. The Engineer will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the Department.

Do not use material that has been rejected, until the Engineer has approved the material's use. Upon failure to comply promptly with any order of the Engineer made under the provisions of this Article, the Engineer has the authority to have the defective material removed and replaced by other forces and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

6-4.1 Engineering Analysis: As an exception to the above, within 30 calendar days of the termination of the LOT or rejection of the material, the Contractor may submit to the Engineer a proposed Engineering Analysis Scope to determine the disposition of the material. The Engineering Analysis Scope must contain at a minimum:

1. Description of the defective materials.

2. Supporting information, testing or inspection reports with nonconformities, pictures, drawings, and accurately dimensioned deficiency maps as necessary. For cracked elements, provide drawings showing the location, average width, depth, length, and termination points of each crack along the surfaces. Provide the distance from each termination point to a fixed reference point on the component, such as beam end or edge of flange.

3. Proposed approach of investigation and analysis.

4. Name and credentials of the proposed Specialty Engineer or Contractor's Engineer of Record who will perform the engineering analysis.

5. Proposed testing laboratories, qualified in accordance with Section 105-

7.

Upon approval of the Engineering Analysis Scope by the Engineer, the Specialty Engineer or Contractor's Engineer of Record may perform the engineering analysis as defined in the approved scope and submit a signed and sealed Engineering Analysis Report (EAR) to the Engineer. The EAR must contain at a minimum:

1. The approved Engineering Analysis Scope.

2. Any investigations performed and the associated results obtained.

3. Analysis and conclusion.

4. Proposed disposition of the material, addressing the performance and durability of the proposed action.

Provide as appropriate:

1. Written evidence of a previously approved comparable deficiency and its repair.

2. Documented research demonstrating the effectiveness of the proposed repair.

3. Engineering calculations.

A Specialty Engineer, who is an independent consultant, or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis within 45 calendar days of the Engineer's approval of the Engineering Analysis Scope, complete and submit the EAR. The EAR must be signed and sealed by the Specialty Engineer or the Contractor's Engineer of Record that performed the engineering analysis. Allow for a 45 calendar day review period for all EARs associated with a category 2 bridge; tolling components identified in the current FDOT General Tolling Requirements (GTR) Part 3; and the tolling-related signing, DMS and ITS infrastructure. Allow for a 25 calendar day review period for all other items. The Engineer will determine the final disposition of the material after review of the EAR. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

6-5 Products and Source of Supply.

6-5.1 Source of Supply—Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply: Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individual Section can be found at the following URL:

<https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

6-5.2.1 Steel and Iron: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

6-5.2.2 Manufactured Products: Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

6-5.2.3 Construction Materials: Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

6-5.2.4 Exemptions to Build America, Buy America: Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials: Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use

materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC.

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated October 23, 2023 is posted on the Department’s website at the following URL address:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa_1273_revised-10-23-23.pdf?sfvrsn=d7604d20_1

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department’s website cannot be accessed, contact the Department’s Specifications Office Web Coordinator at (850) 414-4101.

7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds: Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify the Engineer upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without the Engineer’s permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their reproductive parts. Refer to Rule 5B-64 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department’s investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.7 Insecticides, Herbicides and Fertilizers:

7-1.7.1 Insecticides and Herbicides: Use products found on the following website, <http://state.ceris.purdue.edu/>, approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

Ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Provide a copy of current certificates upon request, to the Engineer.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

7-1.7.2 Fertilizer: Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. Upon request, provide a copy of current certificates to the Engineer.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-7 Control of the Contractor's Equipment.

7-7.2 Overloaded Equipment: Do not operate on any road, street or bridge including a Department owned temporary bridge, any hauling unit or equipment loaded in excess of:

1. the maximum weights specified in the Florida Highway Patrol, Commercial Motor Vehicle Manual (Trucking Manual), or
2. lower weight limits legally established and posted for any section of road or bridge by the Department or local authorities.

The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit.

This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. The Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. The Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.

7-7.5 Contractor's Equipment on Bridge Structures: The Contractor's Engineer of Record shall analyze the effect of imposed loads on bridge structures, including Department owned temporary bridges, within the limits of a construction contract, resulting from the following operations:

1. Overloaded Equipment as defined in 7-7.2:
 - a. Operating on or crossing over completed bridge structures.
 - b. Operating on or crossing over partially completed bridge structures.
2. Equipment within legal load limits:
 - a. Operating on or crossing over partially completed bridge structures.
3. Construction cranes:
 - a. Operating on completed bridge structures.
 - b. Operating on partially completed bridge structures.
4. Asphalt Milling Equipment:
 - a. In excess of 90,000 lbs crossing bridge structures.

b. Less than 90,000 lbs crossing bridge structures listed on the overweight routing map CRN-2 located on the Office of Maintenance Over-Weight Dimension Permits website at <https://www.fdot.gov/maintenance/owod-permit-documents#BlanketAttachments>.

Any pipe culvert(s) or box culvert(s) qualifying as a bridge under 1-3 is excluded from the requirements above.

A completed bridge structure is a bridge structure in which all elemental components comprising the load carrying assembly have been completed, assembled, and connected in their final position. The components to be considered shall also include any related members transferring load to any bridge structure.

The Contractor’s Engineer of Record shall determine the effect that equipment loads have on the bridge structure and develop the procedures for using the loaded equipment without exceeding the structure’s design load capacity.

Submit to the Department for approval the design calculations, layout drawings, and erection drawings showing how the equipment is to be used so that the bridge structure will not be overstressed. The Contractor’s Engineer of Record shall sign and seal the drawings and the cover sheet of the calculations for the Department’s Record Set.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	County	Associated Work
FL20240162	Clay	Highway

Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer’s office when needed.

7-24 Disadvantaged Business Enterprise Program.

~~**7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:** Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.~~

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions’

3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.”

~~7-24.3 Plan Requirements: Include the following in the DBE Affirmative Action Program Plan:~~

~~1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor’s organization.~~

~~2. The designation of a Liaison Officer within the Contractor’s organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.~~

~~3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:~~

~~a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations:~~

~~b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.~~

~~c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.~~

~~d. Encouraging eligible DBEs to apply for certification with the Department.~~

~~e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.~~

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.

2. Report monthly, through the Equal Opportunity Compliance System on the Department’s Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;

4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;

5. a description of the general categories of Contracts awarded to DBEs;

and

6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint

check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor’s equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:
 - a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.
 - b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
\$2,000,000 or less	0
Over \$2,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13

Estimated Contract Amount	Trainees Required
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor’s Project Manager, the Construction Project Engineer and the Department’s District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department’s District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a “bank” for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A “banked” trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form

2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the

U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for “banked credit” as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department’s District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee’s wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman’s wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

SECTION 8 – PROSECUTION OF WORK.

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all

feasible sources of supply. In such cases, the Contractor shall submit substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor submits documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be submitted in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and

the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s) is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$299,999 and under.....	\$980
\$300,000 but less than \$2,000,000.....	\$1,699
\$2,000,000 but less than \$5,000,000.....	\$2,650
\$5,000,000 but less than \$10,000,000.....	\$3,819
\$10,000,000 but less than \$20,000,000.....	\$4,687
\$20,000,000 but less than \$40,000,000.....	\$7,625
\$40,000,000 and over.....	\$10,467 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

SECTION 9 – MEASUREMENT AND PAYMENT.

9-1.3 Determination of Pay Areas:

9-1.3.1 Final Calculation: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be determined by calculation, the Engineer will use lengths and widths in the calculations based on the station to station dimensions shown on the plans; the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the surface of the completed work within the neat lines shown on the plans or designated by the Engineer. The Engineer will use the method or combination of methods of measurement that reflect, with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

9-1.3.2 Plan Quantity: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be the plan quantity, the Engineer will determine the final pay quantity based on the plan quantity subject to the provisions of 9-3.2. Generally, the Engineer will calculate the plan quantity using lengths based on station to station dimensions and widths based on neat lines shown in the plans.

9-3 Compensation for Altered Quantities.

9-3.1 General: When alteration in plans or quantities of work not requiring a supplemental agreement as hereinbefore provided for are offered and performed, the Contractor shall accept payment in full at Contract unit bid prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in plans or quantities of work requiring supplemental agreements shall be stipulated in such agreement, except when the Contractor proceeds with the work without change of price being agreed upon, the Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of work. If no Contract unit price is provided in the Contract, and the parties cannot agree as to a price for the work, the Contractor agrees to do the work in accordance with 4-3.2.

9-3.2 Payment Based on Plan Quantity:

9-3.2.1 Error in Plan Quantity: As used in this Article, the term “substantial error” is defined as the smaller of (a) or (b) below:

(a) a difference between the original plan quantity and final quantity of more than 5%,

(b) a change in quantity which causes a change in the amount payable of more than \$5,000.

On multiple job Contracts, changes made to an individual pay item due to substantial errors will be based on the entire Contract quantity for that pay item.

Where the pay quantity for any item is designated to be the original plan quantity, the Department will revise such quantity only in the event that the Department determines it is in substantial error. In general, the Department will determine such revisions by final measurement, plan calculations, or both, as additions to or deductions from plan quantities.

In the event that either the Department or the Contractor contends that the plan quantity for any item is in error and additional or less compensation is thereby due, the claimant shall submit, at their own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The Department will not revise the plan quantity solely on the basis of a particular method of construction that the Contractor selects. For earthwork

items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and the Department, prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

9-3.2.2 Authorized Changes in Limits of Work: Where the Department designates the pay quantity for any item to be the original plan quantity and authorizes a plan change which results in an increase or decrease in the quantity of that item, the Department will revise the plan quantity accordingly. In general, the Department will determine such revisions by final measurement, plan calculations or both.

9-3.2.3 Specified Adjustments to Pay Quantities: Do not apply the limitations specified in 9-3.2.1 and 9-3.2.2 to the following:

(1) Where these Specifications or Special Provisions provide that the Department determines the pay quantity for an item on the basis of area of finished work adjusted in accordance with the ratio of measured thickness to nominal thickness.

(2) Where these Specifications provide for a deduction due to test results falling outside of the allowable specified tolerances.

(3) To payment for extra length fence posts, as specified in 550-6.3.

9-3.3 Lump Sum Quantities:

9-3.3.1 Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the Department determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in 9-3.2.1.

9-3.3.2 Authorized Changes in Work: Where the Department designates the pay quantity for an item to be a lump sum and the Plans show an estimated quantity, the Department will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the Plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the Department will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a supplemental agreement as provided in 4-3.2.

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. **9-5.2 Unsatisfactory Payment Record:** In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;
2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;
3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and
4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
2. The stockpiled material must be approved as meeting applicable specifications.
3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than \$5,000 for any one month will not be processed.
2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Florida Department of Transportation.”

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term “subcontractor,” as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor’s work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

February 19, 2024
PREPARED BY: ROBERT KIGHT
ELIE ASSI
SRIKANTH YELESWARAPU



SPECIFICATIONS PACKAGE
Contract Number: _____
FINANCIAL PROJECT ID(S).430719-3-58-01

DISTRICT TWO
CLAY COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the FY 2024-25 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are revised, as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

This item has been digitally signed and sealed by Srikanth N. Yeleswarapu, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: February 19, 2024
State of Florida,
Professional Engineer, License No.: Srikanth N. Yeleswarapu, P.E. 73614
Firm/Agency Name: Eisman & Russo, Inc.
Firm/Agency Address: 6455 Powers Avenue
City, State, Zip Code: Jacksonville, FL - 32217
Page(s): 1-37



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SPECIAL PROVISIONS

SCOPE OF WORK – INTENT OF CONTRACT.

(REV 10-25-21) (FA 1-26-22) (FY 2023-24)

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of Widening County Road 220 from existing 2-lane rural roadway to a 4-lane urban roadway from east of Henley Road to west of Knight Boxx Road in Clay County. Scope of work also includes reconstruction of existing bridge at Little Black Creek.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (MANATEE).

(REV 5-13-20) (FA 6-29-20) (FY 2023-24)

SUBARTICLE 7-1.4 is expanded by the following:

The Department has determined that the project occurs within the known habitat of manatees (*Trichechus manatus*).

The Department will provide instruction at a preconstruction meeting regarding:

1. The presence of the species and manatee speed zones.
2. The appearance, habits and biology of the species.
3. Their protected status.
4. The need to avoid collisions with and injury to the species.
5. The civil and criminal penalties for harming, harassing, or

killing these species.

Advise all work crews of this information.

Operate all vessels at “Idle Speed/No Wake” at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. Follow routes of deep water whenever possible.

Do not dredge river bottom for barge access.

Lower all equipment or material to the mudline in a controlled descent. Do not allow freefall of any equipment or material below the water surface.

Use fenders or buoys to prevent entrapping manatees between vessels and other structures.

Maintain taut mooring lines. If slack remains in the line, sleeve the line with PVC.

Advise all on-site project personnel they are responsible for observing water-related activities for the presence of manatees. Follow the requirements posted in the URL address in Spec 7-1.4 when manatees are observed.

Except for projects in Bay, Escambia, Franklin, Gilchrist, Gulf, Jefferson, Lafayette, Okaloosa, Santa Rosa, Suwannee and Walton:

1. Sediment or turbidity barriers shall be made of material which manatees cannot become entangled, shall be secured, and shall be monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

2. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the Contractor upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads “Caution: Boaters”, must be posted in a location conspicuous to boating traffic. A second sign measuring at least 8-1/2 inches by 11 inches, explaining the requirements for “Idle Speed/No Wake” and the shutdown of in-water operations, must be posted in at least one location prominently visible to all onsite project personnel engaged in water-related activities. These signs can be viewed at:

<https://myfwc.com/wildlifehabitats/wildlife/manatee/education-for-marinas/>

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (INDIGO SNAKE).

(REV 5-25-17) (FA 6-13-17) (FY 2023-24)

SUBARTICLE 7-1.4 is expanded by the following:

The Department has determined that eastern indigo snake (*Drymarchon corais couperi*) habitat exists in the project limits. Implement the Standard Protection Measures for the Eastern Indigo Snake published by the US Fish and Wildlife Service which are available at: [Eastern Indigo Snake Conservation | U.S. Fish & Wildlife Service \(fws.gov\)](#).

CLEARING AND GRUBBING - REMOVAL OF EXISTING BRIDGES – ASBESTOS CONTAINING MATERIALS (ACM) IDENTIFIED PRIOR TO THE WORK.

(REV 11-10-16) (FA 1-26-17) (FY 2023-24)

ARTICLE 110-6 is expanded by the following new Subarticle:

110-6.6 Asbestos Containing Materials (ACM) Identified Prior to the Work: Certain area(s) within the limits of this project have been identified as containing asbestos and are delineated in the Plans. The asbestos type and levels, when known, are in the Specifications or in an asbestos abatement plan posted on the Department’s website at the following URL address: <https://ftp.fdot.gov/public/folder/HkSWIK59G0qRNsAJUh3xXg/permitsandorutilityworkschedules> .

The Department will have a Contractor (Asbestos Abatement Contractor/CAR Contractor) qualified to perform asbestos abatement working in the designated contamination areas under separate Contract. Coordinate with this Contractor in accordance with 8-4.4.

A staging area may be required to facilitate the Asbestos/CAR Contractor’s operations.

Where asbestos abatement work is done simultaneously with the highway construction contract, the abatement work period may or may not begin on the day highway

construction begins and may or may not be consecutive working days. A schedule to accomplish the abatement work expeditiously will be established at the preconstruction conference. The Prime Contractor and the Asbestos/CAR Contractor will use this schedule as a basis for planning both work efforts. The Engineer must approve any deviation from this schedule before it occurs. Coordinate schedule changes with the Asbestos/CAR Contractor before approval by the Engineer. The Engineer may grant Contract Time extensions according to the provisions of 8-7.3.2.

Schedule operations to avoid intrusion into the areas designated in the Plans or in specified contaminated areas or staging areas reserved for the Asbestos/CAR Contractor until the established schedule dictates, unless agreed to by the Asbestos/CAR Contractor beforehand. Provide access to the aforementioned sites at all times during the abatement work phase. Resume normal operations in the designated area once the contamination is removed and notice to resume work is issued by the Engineer.

**120 EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D).
(REV 3-2-22) (FA 7-13-21) (FY 2023-24)**

SECTION 120 is deleted and the following substituted:

**SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D)**

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consist of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-1.3 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth;

smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Department of a contamination assessment/remediation process plan to determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

120-2 Classifications of Excavation.

120-2.1 General: The Engineer may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

The definition of existing surface is a combination of the following:

1. The original unpaved ground line;
2. The bottom of the existing pavement;
3. The bottom of existing features removed by clearing and grubbing;
4. The bottom of the existing base, if the base is to be removed.

The definition of finished graded surface includes the completed grades of side slopes, unpaved shoulders, and the bottom of the base for flexible or rigid pavement.

120-2.2 Regular Excavation: Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

: Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the existing surface. For pond and ditches that identify the placement of a blanket material, the existing surface is the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-2.5 Channel Excavation: Channel excavation consists of the excavation of channels of streams and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

120-2.6 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Preliminary Soils Investigations.

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Excavation Requirements.

120-4.1 Removal of Unsuitable Materials and Existing Roads

120-4.1.1 Subsoil Excavation: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the depth shown in the Plans as the removal limits or as indicated by the Engineer, and backfill with suitable material. Where the removal of plastic soils is required, meet a construction tolerance of ± 0.2 foot in depth and ± 6 inches (each side) in width.

120-4.1.2 Construction over Existing Old Road: Where a new roadway is to be constructed over an old one, completely remove the existing pavement for the entire limits of the width and depth. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

120-4.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-4.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the Plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-4.4 Excavation for Structures and Pipe.

120-4.4.1 Requirements for all Excavation: Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

120-4.4.2 Earth Excavation:

120-4.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-4.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-4.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-4.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams and fill them with concrete or mortar.

120-4.4.4 Pipe Trench Excavation: Excavate trenches for pipes to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipelines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Take ownership of the materials and dispose them outside the right-of-way.

120-5.2 Placement of Muck on Side Slopes: As an exception to the provisions of 120-5.1, the Contractor may store muck (A-8 material) alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck. Do not store such material in a manner which will impede the inflow or outfall of any channel or side ditches. All stored materials that is not used for the final surface material must be disposed of outside the right-of-way.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

120-6 Materials for Embankment.

120-6.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits. Embankment material shall not contain muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plan details or as the Engineer directs.

Construct the embankment using maximum particle sizes as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).
2. 12 to 24 inches: 6 inches (in any dimension).
3. In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the 1:2 slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3-1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-6.2 Use of Materials Excavated from the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-6.3 Authorization for Use of Borrow: Use borrow pit only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-6.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.3.2 Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of

existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-7 Embankment Construction.

120-7.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

120-7.2 Dry Fill Method:

120-7.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-10.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-7.2.1.1 Maximum Compacted Lift Thickness Requirements:

Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve \leq 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches per 120-7.2.1.2
	A-2-4 (No. 200 Sieve $>$ 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit $<$ 50)		

120-7.2.1.2 Thick Lift Requirements: For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.5 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.

3. Perform five tests at random locations within the test section.
 - a. All five tests must meet the density required by 120-10.5.
 - b. Identify the test section with the compaction effort and soil classification in the project's records.
4. Obtain Engineer's approval for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing density test, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

120-7.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps, and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-9.2.4.

120-7.2.2 Placing in Unstable Areas: When depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-9.2.3 and 120-9.2.6.

120-7.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-7.2.4 Placing Outside Standard Minimum Slope: The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material, which is suitable for normal embankment, outside such standard minimum slope in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-7.3 Hydraulic Method:

120-7.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment and fill and

thoroughly compact all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-7.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-7.3.3 Protection of Openings in Embankment: Maintain openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for Structures and Pipes:

120-8.1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compaction effort is applied. Same compaction effort is defined as the same type of equipment (make and model) making the same number of passes on both sides of the pipe. For multiple phases of backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within a trench box, each lift of backfill is considered a LOT. Placement of backfill within a trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

120-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps, and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown in the Standard Plans as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in

no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness in depth above water level, behind abutments, wingwalls and end bents or end rest piers, under the haunches of the pipes, around box culverts, and all structures including pipe culverts. When the backfill material is deposited in water, compact as specified in 125-8.2.5 and 125-8.3.4.

120-8.1.6.1 Thick Lift Requirements: The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness above the Soil Envelope if the embankment material is classified as Group 1 in the table below. If the embankment material is classified as Group 2 in the table below and the Contractor chooses to place material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope, then the Contractor must demonstrate with a successful test section that density can be achieved. Thick lift around structures is only allowed above the soil envelope of the connecting pipe. Notify the Engineer in writing prior to beginning construction of a test section. Construct a test section of the length of one LOT. Perform five quality control tests at random locations within the test section. All five tests must meet the density required by 120-9.2. Identify the test section with the compaction effort and soil classification in the project's records. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-9.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

Group	AASHTO Soil Class	Maximum Lift Thickness		Thick Lift Control Test Section Requirements	
		Within Cover Zone	Above Soil Envelope	Within Cover Zone	Above Soil Envelope
1	A-3	6 inches	12 inches	N/A	Not Needed
	A-2-4 (No. 200 Sieve \leq 15%)				
2	A-1	6 inches without control test section	N/A	Maximum of 12 inches per 120-7.2.1.2	
	A-2-4 (No. 200 Sieve $>$ 15%)				
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6				
	A-7 (Liquid Limit $<$ 50)				

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in². Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe Greater than 12 Inches Inside Diameter:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually, it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is the backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Standard Plans, Index 120-001.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the

outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density acceptance criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

The Engineer may permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate from approved sources for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with an appropriate geosynthetic filter fabric, as specified by the Engineer. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

120-9 Compaction Requirements.

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate, to attain the specified density.

120-9.2 Compaction of Embankments:

120-9.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by FM 1-T099 for all earthwork items requiring densities.

120-9.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by FM 1-T099 for all densities required under category 3. Except for embankments constructed by the hydraulic method as specified in 120-7.3, and for the material placed outside the standard minimum slope as specified in 120-7.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-9.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as

provided in 120-7.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.5.

120-9.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of soil classifications A-4, A-5, A-6, or A-7 per AASHTO M145, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.5 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of this section.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of this section.

120-9.2.6 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent needed for planting.

120-9.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-9.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-10.5. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders is 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-10 Acceptance Program.

120-10.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with FM 1-T099.

120-10.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.3.

120-10.3 Density Testing Requirements: Compliance with the requirements of 120-10.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils by Use of a Microwave Oven).

120-10.4 Soil Classification and Organic Content: The Engineer will perform soil classification tests in accordance with AASHTO T88, T89, T90, and FM 1-T267. The Engineer will classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. The Engineer will verify the organic content test with the criteria specified in Standard Plans, Index 120-001.

120-10.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-9.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-7.3;
- 2) material placed outside the standard minimum slope as specified in 120-7.2.4;
- 3) other areas specifically excluded herein.

120-10.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Proctor Maximum Density	One per soil type
Density	1 per LOT (Alternate Lift)
Soil Classification and Organic Content	One per Maximum Density

120-11 Maintenance and Protection of Work.

While construction is in progress, always maintain adequate drainage for the roadbed. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines and grades shown in the Plans, until final acceptance of the project.

120-12 Construction.

120-12.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines and grades shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the finished graded surface with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the finished graded surface.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the Plan finished graded surface.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

120-12.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-13 Method of Measurement.

120-13.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-14 Basis of Payment.

120-14.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, pumping, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-14.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-14.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

334 ASPHALT CONCRETE FOR LAP (CLASS - D).
(REV 3-2-22) (FA 7-2-21) (FY 2023-24)

SECTION 334 is deleted and the following substituted:

SECTION 334
ASPHALT CONCRETE FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct an Asphalt Concrete pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt concrete mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Asphalt Concrete Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate mix type as shown in Table 334-1.

Table 334-1 Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5 ⁽¹⁾	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 ⁽¹⁾ Friction Mixes: Types FC-9.5 or FC-12.5 ⁽¹⁾	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

(1) Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.

For a Traffic Level A mixture, meet the mix design criteria for a Traffic Level B mixture and for a Traffic Level D mixture meet the mix design criteria for a Traffic Level E mixture.

At no additional cost to the Department, for a Type SP mix the following Traffic Level substitutions are allowed:

Traffic Level E can be substituted for Traffic Level D.

Traffic Level D or E can be substituted for Traffic Level C.

Traffic Level C can be substituted for Traffic Level B.

Traffic Level B or C can be substituted for Traffic Level A.

334-1.4 Gradation Classification: Asphalt concrete mixtures are classified as fine and are defined in Standard Specification 334-3.2.2.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5	9.5 mm
Type SP-12.5, FC-12.5	12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt concrete pavement layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt concrete mixtures are as follows:

Type SP-9.5, FC-9.5	1 to 1-1/2 inches
Type SP-12.5.....	1-1/2 to 3 inches
Type FC-12.5	1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt Concrete mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum and maximum allowable thicknesses will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5.....	3/8 to 2 inches
Type SP-12.5.....	1/2 to 3 inches
Type SP-19.0.....	1-1/2 to 4 inches

3. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract Documents, use an asphalt binder grade as determined from Table 334-2. If the Contract calls for an alternative binder, meet the requirements of FDOT Specification 916.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

For Type FC mixes, use an aggregate blend that consists of approved friction course aggregates that consists of crushed granite, crushed granitic gneiss, crushed limestone, crushed shell rock, or a combination of the above. As an exception, mixes that contain a minimum of 60% of approved friction course aggregates of crushed granite and/or crushed gneiss may either contain: up to 40% fine aggregate from other sources of aggregate not approved for friction courses or a combination of up to 20% RAP and the remaining fine aggregate from other sources of aggregate not approved for friction courses. Mixtures utilizing High Polymer (HP) binder are not allowed to contain RAP.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: <https://mac.fdot.gov/>.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.
2. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.
3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
4. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.
4. When using RAP as a component material, prevent any oversized RAP from being incorporated into the completed mixture by the use of a grizzly or grid over the RAP bin; in-line roller or impact crusher; screen; or other suitable means. If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
≥ 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his/her discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the primary control sieve and larger than the No. 30 sieve. Use only fine mixes.

334-3.2.3 Gyrotory Compaction: Compact the design mixture in accordance with AASHTO T 312, with the following exception: use the number of gyrations at N_{design} as defined in Standard Specification Table 334-4. Measure the inside diameter of gyrotory molds in accordance with AASHTO T 312.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323. N_{initial} and N_{maximum} requirements are not applicable.

334-3.2.5 Moisture Susceptibility:

1. For all traffic levels, use a liquid anti-strip agent listed on the APL at the specified dosage rate. Hydrated lime may be used instead of the liquid anti-strip agent.

2. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi in accordance with FM 1-T 283.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The Department source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component, as identified in the Department's aggregate control program.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 340°F for High Polymer asphalt binders, 330°F for PG 76-22 asphalt binders, and 315°F for unmodified asphalt binders.
9. Provide the physical properties at the optimum asphalt content, which must conform to all specified requirements.
10. The name of the Construction Training Qualification Program (CTQP) mix designer.
11. The ignition oven and maximum specific gravity (G_{mm}) calibration factors.
12. The warm mix technology, if used.

334-4 Producer Process Control (PC).

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for process control purposes.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

334-5.2.2 Ambient Air Temperature: Place the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-3.

The minimum ambient temperature requirement may be reduced by 5°F when using warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-3 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤ 1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40
FC-5 ⁽¹⁾	65
⁽¹⁾ As an exception, place the mixture at temperatures no lower than 60°F, only when approved by the Engineer based on the Contractor's demonstrated ability to achieve a satisfactory surface texture and appearance of the finished surface. For mixtures containing PG 76-22 binder, the minimum ambient temperature may be further reduced to 55°F when using warm mix technology, if agreed to by both the Engineer and the Contractor.	

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. Reject any load or portion of a load of asphalt mix at the plant or at the roadway with a temperature outside of its respective master range shown in Table 334-4. Notify the Engineer of the rejection immediately.

Table 334-4 Mix Temperature Master Range Tolerance	
Location	Acceptable Temperature Tolerance
Plant	Mixing Temperature ±30 F
Roadway (mix in truck)	Compaction Temperature ±30°F

334-5.4 Transportation of the Mixture: Transport the mixture in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Surface Preparation:

334-5.5.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control application rate within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 300-2 Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd ²) ¹
Base Course, Structural Course, Dense-Graded Friction Course, Open-Graded Friction Course	Newly Constructed Asphalt Layers	0.06
	Milled Asphalt Pavement Surface, Oxidized and Cracked Asphalt Pavement, Concrete Pavement	0.09
Note 1: Target tack application rates greater than those specified may be used upon approval of the Engineer.		

When using a meter to control the tack or prime application rate, manually measure the volume in the tank at the beginning and end of the application area for a specific target application rate. Perform this operation at a minimum frequency of once per production shift. Resolve any differences between the manually measured method and the meter to ensure the target application rate is met in accordance with this Section. Adjust the application rate if the manually measured application rate is greater than plus or minus 0.01 gallons per square yard when compared to the target application rate.

334-5.5.5 Curing and Time of Application: Apply tack coat sufficiently in advance of placing bituminous mix to permit drying, but do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material.

334-5.5.6 Protection: Keep the tack coat surface free from traffic until the subsequent layer of bituminous hot mix has been laid.

334-6 Placing Mixture:

334-6.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure that it will not deviate from the stringline more than plus or minus 1.5 inches.

334-6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and

the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-6.4 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place the mixture by hand.

334-6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-6.6 Thickness Control: Ensure the spread rate is within 5% of the target spread rate, as indicated in the Contract. When determining the spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate is beyond plus or minus 5% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread, stop the construction operation at any time until the issue is resolved.

The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per square yard.
2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

Address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-6.7 Leveling Courses:

334-6.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-6.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-6.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-6.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverages of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops

to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction in the vertical direction will be allowed for layers one inch or less in thickness or, if the Engineer or Contract Documents limit compaction to the static mode only. Compact these layers in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-6.9 Joints.

334-6.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-6.9.2 Longitudinal Joints: Place each layer of pavement so all longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so the longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the center of the lane. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-6.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-6.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-6.10.4.

334-6.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

334-6.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

334-6.10.3.1 Straightedge Testing:

334-6.10.3.1.1 Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-6.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-6.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectional surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-6.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-7 Acceptance of the Mixture.

334-7.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-7.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-7.3
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-7.4.

334-7.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-7.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P-8 and P-200) and asphalt

binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-7.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target \pm 0.55
Passing No. 8 Sieve (percent)	Target \pm 6.00
Passing No. 200 Sieve (percent)	Target \pm 1.50
Roadway Density (daily average)	Minimum 91.5% of Gmm
Roadway Density (any single core)	Minimum 88.0 % of Gmm

334-7.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-7.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-6. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 500 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Do not perform density testing for acceptance in situations where the

area requiring density testing is less than 50 tons. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-8 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-9 Basis of Payment.

334-1 General: Price and payment will be full compensation for all the work specified under this Section.

**344 CONCRETE FOR LOCAL AGENCY PROGRAM (LAP) (CLASS - D).
(REV 6-9-2021) (FA 7-2-21) (FY 2023-24)**

SECTION 344 is deleted and the following substituted:

**SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)**

344-1 Description.

344-1 General: Construct concrete structures and other concrete members, based on the type of work as described in the Contract Documents and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of cast-in-place nonstructural concrete; including sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast and prestressed concrete products.

344-1.2.2.1 Precast Concrete Drainage Structures: Includes but are not limited to reinforced and non-reinforced concrete pipes, french drains, underdrains, inlets, manholes, junction boxes, endwalls, pipe culverts, storm sewers, and box culverts.

344-1.2.2.1 Incidental Precast/Prestressed Concrete Structures: Includes the fabrication, storage, transportation, and erection of prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators, sound barriers or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical or mineral admixtures and supplementary cementitious materials that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M 85 or ASTM C150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C33.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Use chemical admixtures shall be listed on the FDOT Approved Products List (APL). Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Types of Cement: Unless a specific type of cement is designated in the Contract Documents, use Type I, Type II, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type II or Type II (MH) for all mass concrete elements.

344-2.1.6 Supplementary Cementitious Materials: Supplementary Cementitious Materials shall meet the requirements of ASTM C618 and ASTM C 989, respectively. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Obtain precast concrete products from plants that are currently on the FDOT's Production Facility Listing for the types of products that they are producing.

344-3.1.3 Category 3: Obtain structural concrete from a plant that is currently on the FDOT's Production Facility Listing for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-1.

Table 344-1 Master Proportion Table ⁽⁷⁾				
Class of Concrete	28-day Specified Minimum Compressive Strength (f _c ') (psi)	Maximum Water to Cementitious Materials Ratio (pounds per pounds)	Minimum Total Cementitious Materials Content (lb/yd ³)	Target Slump Value (inches) ⁽³⁾
Category 1				
Class NS	2,500	N/A	N/A	N/A
Category 3				
I ⁽¹⁾	3,000	0.53	470	3 ⁽²⁾
I (Pavement)	3,000	0.50	470	1.5 or 3 ⁽⁵⁾
II ⁽¹⁾	3,400	0.53	470	3 ⁽²⁾
II (Bridge Deck)	4,500	0.44	600 ⁽⁸⁾	3 ⁽²⁾
III ⁽⁴⁾	5,000	0.44	600 ⁽⁸⁾	3 ⁽²⁾
III (Seal)	3,000	0.53	600 ⁽⁸⁾	8
IV	5,500	0.41 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
IV (Drilled Shaft)	4,000	0.41	600 ⁽⁸⁾	8.5
V (Special)	6,000	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
V	6,500	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
VI	8,500	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾
VII	10,000	0.37 ⁽⁶⁾	600 ⁽⁸⁾	3 ⁽²⁾

Notes:

- (1) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.
- (2) The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the FDOT Materials Manual.
- (3) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer. The target slump for slip-form mix is 1.50 inches.
- (4) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (2).
- (5) Meet the requirements of Section 350 of FDOT Specifications.
- (6) When silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When ultrafine fly ash is used, the maximum water to cementitious material ratio will be 0.30.
- (7) Tolerance for slump is ± 1.5 inches and Air Content range is 0.0% to 6.0%.
- (8) The minimum total amount of cementitious materials content of 600 pounds per cubic yard is required for extremely aggressive environment. For moderately and slightly aggressive environments, the required amounts are 550 lb/yd³ and 510 lb/yd³, respectively.

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are always met.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project agrees with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2 concrete, submit the proposed mix designs to the Engineer. For Category 3, submit to the Engineer for

approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batchers responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 40°F.

During the curing period, if the National Oceanic and Atmospheric Administration (NOAA) predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete.

Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Spray reinforcing bars and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks associated with the placing and curing of concrete.

Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required by the Engineer for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each LOT to determine its plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-1. A LOT is defined as the concrete placement of 200 cubic yards or one day's production, whichever is less.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Accepted concrete Plant QC Plan.
2. Approved concrete mix designs.
3. Materials source (delivery tickets, certifications, certified mill test reports).
4. A copy of the scale company or testing agency report showing the signature of the scale company representative, date of inspection, observed deviations from quantities checked during calibration of the scales and meters.
5. A copy of the documentation certifying the admixture weighing/measuring devices.
6. Aggregate moisture control records including date and time of test.
7. Manufacturer's mixer information.
8. Certification documents for admixture weighing and measuring dispensers.
9. A daily record of all concrete batched for delivery to the projects, including respective mix design numbers and quantities of batched concrete.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by production facilities that are currently on the FDOT's Production Facility Listing for the types of products that they are producing. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**

**ATTACHMENT D
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND
INELIGIBILITY**

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

- (1) The prospective Vendor, GAI Consultants, Inc., certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

GAI Consultants, Inc.

By: 

Signature

Kevin Leadbetter, PE | President, Transportation and Infrastructure
Name and Title

12574 Flagler Center Boulevard, Suite 202
Street Address

Jacksonville, FL 32258
City, State, Zip

5/28/24
Date

**ATTACHMENT E
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR
FEDERAL AID CONTRACTS**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: G-A-I Consultants, Inc.

By: Kevin Leadbetter, PE

Date: 5/28/24

Title: President, Transportation and Infrastructure

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT F
CERTIFICATION FOR DISCLOSURE
OF LOBBYING ACTIVITIES ON
FEDERAL AID CONTRACTS**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33
PROCUREMENT
01/24

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: G-A-I Consultants, Inc.

By: Kevin Leadbetter, PE

Date: 5/20/24

Authorized Signature: 

Title: President, Transportation and Infrastructure

**ATTACHMENT G
DISCLOSURE OF LOBBYING
ACTIVITIES**


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES NO

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: 12574 Flagler Center Boulevard, Suite 202, Jacksonville, FL 32258 _____ _____ Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Kevin Leadbetter, PE</u> Title: <u>President, Transportation and Infrastructure</u> Telephone No.: <u>904.559.8087</u> Date (mm/dd/yyyy): <u>05/28/2024</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**ATTACHMENT H
LOCAL AGENCY PROGRAM
FEDERAL-AID TERMS FOR
PROFESSIONAL SERVICES
CONTACTS**

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

"The subconsultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

- O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parties within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
- P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

T. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

W. Byrd Anti-Lobbying: Consultants awarded a contract of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

- X. Buy America: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

ATTACHMENT I
APPENDIX II TO PART 200

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with

obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

* Appendix II located in Code of Federal Regulations (CFR) Title 2 - Grants and Agreements Subtitle A - Office of Management and Budget Guidance for Grants and Agreements CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Subpart F - Audit Requirements Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

ATTACHMENT J
FHWA 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT K WAGE REQUIREMENTS

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director
Division of
Wage Determinations

Wage Determination No.: 2015-4539
Revision No.: 22
Date Of Last Revision: 12/26/2023

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Florida

Area: Florida Counties of Baker, Clay, Duval, Nassau, Saint Johns

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.76***
01012 - Accounting Clerk II		18.83
01013 - Accounting Clerk III		21.05
01020 - Administrative Assistant		28.06
01035 - Court Reporter		18.35
01041 - Customer Service Representative I		14.72***
01042 - Customer Service Representative II		16.06***
01043 - Customer Service Representative III		18.04
01051 - Data Entry Operator I		15.94***
01052 - Data Entry Operator II		17.39
01060 - Dispatcher, Motor Vehicle		20.32
01070 - Document Preparation Clerk		17.34
01090 - Duplicating Machine Operator		17.34
01111 - General Clerk I		14.53***
01112 - General Clerk II		15.86***
01113 - General Clerk III		18.09

01120 - Housing Referral Assistant	22.76
01141 - Messenger Courier	15.19***
01191 - Order Clerk I	14.56***
01192 - Order Clerk II	15.89***
01261 - Personnel Assistant (Employment) I	17.94
01262 - Personnel Assistant (Employment) II	20.06
01263 - Personnel Assistant (Employment) III	22.37
01270 - Production Control Clerk	23.32
01290 - Rental Clerk	15.25***
01300 - Scheduler, Maintenance	18.24
01311 - Secretary I	18.24
01312 - Secretary II	20.41
01313 - Secretary III	22.76
01320 - Service Order Dispatcher	18.17
01410 - Supply Technician	28.06
01420 - Survey Worker	17.75
01460 - Switchboard Operator/Receptionist	14.88***
01531 - Travel Clerk I	17.18***
01532 - Travel Clerk II	18.66
01533 - Travel Clerk III	20.06
01611 - Word Processor I	15.18***
01612 - Word Processor II	17.05***
01613 - Word Processor III	19.07
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.56
05010 - Automotive Electrician	18.84
05040 - Automotive Glass Installer	17.59
05070 - Automotive Worker	17.59
05110 - Mobile Equipment Servicer	15.16***
05130 - Motor Equipment Metal Mechanic	20.08
05160 - Motor Equipment Metal Worker	17.59
05190 - Motor Vehicle Mechanic	20.08
05220 - Motor Vehicle Mechanic Helper	13.94***
05250 - Motor Vehicle Upholstery Worker	16.38***
05280 - Motor Vehicle Wrecker	17.59
05310 - Painter, Automotive	18.84
05340 - Radiator Repair Specialist	17.59
05370 - Tire Repairer	14.99***
05400 - Transmission Repair Specialist	20.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.05***
07041 - Cook I	15.47***
07042 - Cook II	17.95
07070 - Dishwasher	12.30***
07130 - Food Service Worker	14.22***
07210 - Meat Cutter	18.13
07260 - Waiter/Waitress	11.98***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.55
09040 - Furniture Handler	12.13***
09080 - Furniture Refinisher	19.92
09090 - Furniture Refinisher Helper	14.74***
09110 - Furniture Repairer, Minor	17.33
09130 - Upholsterer	20.22
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.74***
11060 - Elevator Operator	13.74***
11090 - Gardener	20.39
11122 - Housekeeping Aide	12.84***
11150 - Janitor	12.84***
11210 - Laborer, Grounds Maintenance	15.42***
11240 - Maid or Houseman	12.94***
11260 - Pruner	13.70***
11270 - Tractor Operator	18.74
11330 - Trail Maintenance Worker	15.42***

11360 - Window Cleaner	14.45***
12000 - Health Occupations	
12010 - Ambulance Driver	15.80***
12011 - Breath Alcohol Technician	21.64
12012 - Certified Occupational Therapist Assistant	32.03
12015 - Certified Physical Therapist Assistant	30.73
12020 - Dental Assistant	21.92
12025 - Dental Hygienist	38.59
12030 - EKG Technician	29.60
12035 - Electroneurodiagnostic Technologist	29.60
12040 - Emergency Medical Technician	15.80***
12071 - Licensed Practical Nurse I	19.35
12072 - Licensed Practical Nurse II	21.64
12073 - Licensed Practical Nurse III	24.12
12100 - Medical Assistant	17.82
12130 - Medical Laboratory Technician	27.72
12160 - Medical Record Clerk	17.73
12190 - Medical Record Technician	19.83
12195 - Medical Transcriptionist	18.14
12210 - Nuclear Medicine Technologist	39.06
12221 - Nursing Assistant I	12.40***
12222 - Nursing Assistant II	13.94***
12223 - Nursing Assistant III	15.21***
12224 - Nursing Assistant IV	17.08***
12235 - Optical Dispenser	22.09
12236 - Optical Technician	18.05
12250 - Pharmacy Technician	17.97
12280 - Phlebotomist	17.68
12305 - Radiologic Technologist	30.08
12311 - Registered Nurse I	25.48
12312 - Registered Nurse II	31.16
12313 - Registered Nurse II, Specialist	31.16
12314 - Registered Nurse III	37.70
12315 - Registered Nurse III, Anesthetist	37.70
12316 - Registered Nurse IV	45.19
12317 - Scheduler (Drug and Alcohol Testing)	26.81
12320 - Substance Abuse Treatment Counselor	22.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.09
13012 - Exhibits Specialist II	26.12
13013 - Exhibits Specialist III	31.95
13041 - Illustrator I	21.07
13042 - Illustrator II	26.11
13043 - Illustrator III	31.94
13047 - Librarian	28.93
13050 - Library Aide/Clerk	14.34***
13054 - Library Information Technology Systems Administrator	26.12
13058 - Library Technician	19.57
13061 - Media Specialist I	18.85
13062 - Media Specialist II	21.09
13063 - Media Specialist III	23.51
13071 - Photographer I	16.41***
13072 - Photographer II	18.90
13073 - Photographer III	22.75
13074 - Photographer IV	27.83
13075 - Photographer V	33.66
13090 - Technical Order Library Clerk	18.02
13110 - Video Teleconference Technician	20.94
14000 - Information Technology Occupations	
14041 - Computer Operator I	20.10
14042 - Computer Operator II	22.48
14043 - Computer Operator III	25.06
14044 - Computer Operator IV	27.86
14045 - Computer Operator V	30.85

14071 - Computer Programmer I	(see 1)	24.20
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		20.10
14160 - Personal Computer Support Technician		27.86
14170 - System Support Specialist		31.52
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.11
15020 - Aircrew Training Devices Instructor (Rated)		36.43
15030 - Air Crew Training Devices Instructor (Pilot)		43.57
15050 - Computer Based Training Specialist / Instructor		29.06
15060 - Educational Technologist		31.65
15070 - Flight Instructor (Pilot)		43.57
15080 - Graphic Artist		25.00
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		42.15
15086 - Maintenance Test Pilot, Rotary Wing		42.15
15088 - Non-Maintenance Test/Co-Pilot		42.15
15090 - Technical Instructor		25.14
15095 - Technical Instructor/Course Developer		30.74
15110 - Test Proctor		20.28
15120 - Tutor		20.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.29***
16030 - Counter Attendant		12.29***
16040 - Dry Cleaner		14.39***
16070 - Finisher, Flatwork, Machine		12.29***
16090 - Presser, Hand		12.29***
16110 - Presser, Machine, Drycleaning		12.29***
16130 - Presser, Machine, Shirts		12.29***
16160 - Presser, Machine, Wearing Apparel, Laundry		12.29***
16190 - Sewing Machine Operator		14.99***
16220 - Tailor		15.72***
16250 - Washer, Machine		12.91***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.05
19040 - Tool And Die Maker		26.54
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.44
21030 - Material Coordinator		23.32
21040 - Material Expediter		23.32
21050 - Material Handling Laborer		15.72***
21071 - Order Filler		15.69***
21080 - Production Line Worker (Food Processing)		19.44
21110 - Shipping Packer		17.86
21130 - Shipping/Receiving Clerk		17.86
21140 - Store Worker I		12.11***
21150 - Stock Clerk		17.33
21210 - Tools And Parts Attendant		19.44
21410 - Warehouse Specialist		19.44
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		31.35
23019 - Aircraft Logs and Records Technician		24.14
23021 - Aircraft Mechanic I		29.58
23022 - Aircraft Mechanic II		31.35
23023 - Aircraft Mechanic III		33.18
23040 - Aircraft Mechanic Helper		20.53
23050 - Aircraft, Painter		27.75
23060 - Aircraft Servicer		24.14
23070 - Aircraft Survival Flight Equipment Technician		27.75
23080 - Aircraft Worker		25.91
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		25.91

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	29.58
II	
23110 - Appliance Mechanic	22.53
23120 - Bicycle Repairer	18.19
23125 - Cable Splicer	34.32
23130 - Carpenter, Maintenance	20.75
23140 - Carpet Layer	22.47
23160 - Electrician, Maintenance	23.50
23181 - Electronics Technician Maintenance I	25.34
23182 - Electronics Technician Maintenance II	27.14
23183 - Electronics Technician Maintenance III	28.93
23260 - Fabric Worker	20.93
23290 - Fire Alarm System Mechanic	22.76
23310 - Fire Extinguisher Repairer	19.36
23311 - Fuel Distribution System Mechanic	29.28
23312 - Fuel Distribution System Operator	22.11
23370 - General Maintenance Worker	18.52
23380 - Ground Support Equipment Mechanic	29.58
23381 - Ground Support Equipment Servicer	24.14
23382 - Ground Support Equipment Worker	25.91
23391 - Gunsmith I	19.36
23392 - Gunsmith II	22.47
23393 - Gunsmith III	25.65
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.16
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.55
23430 - Heavy Equipment Mechanic	25.97
23440 - Heavy Equipment Operator	21.12
23460 - Instrument Mechanic	29.44
23465 - Laboratory/Shelter Mechanic	24.06
23470 - Laborer	15.72***
23510 - Locksmith	19.01
23530 - Machinery Maintenance Mechanic	28.27
23550 - Machinist, Maintenance	22.95
23580 - Maintenance Trades Helper	16.67***
23591 - Metrology Technician I	29.44
23592 - Metrology Technician II	31.20
23593 - Metrology Technician III	33.03
23640 - Millwright	30.58
23710 - Office Appliance Repairer	21.11
23760 - Painter, Maintenance	18.16
23790 - Pipefitter, Maintenance	24.83
23810 - Plumber, Maintenance	23.29
23820 - Pneudraulic Systems Mechanic	25.65
23850 - Rigger	26.81
23870 - Scale Mechanic	22.47
23890 - Sheet-Metal Worker, Maintenance	22.80
23910 - Small Engine Mechanic	18.78
23931 - Telecommunications Mechanic I	31.23
23932 - Telecommunications Mechanic II	33.10
23950 - Telephone Lineman	24.08
23960 - Welder, Combination, Maintenance	21.82
23965 - Well Driller	22.02
23970 - Woodcraft Worker	25.65
23980 - Woodworker	19.36
24000 - Personal Needs Occupations	
24550 - Case Manager	17.80
24570 - Child Care Attendant	13.02***
24580 - Child Care Center Clerk	16.23***
24610 - Chore Aide	12.90***
24620 - Family Readiness And Support Services Coordinator	17.80
24630 - Homemaker	19.49

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	32.32
25040 - Sewage Plant Operator	30.33
25070 - Stationary Engineer	32.32
25190 - Ventilation Equipment Tender	22.43
25210 - Water Treatment Plant Operator	30.33
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.60
27007 - Baggage Inspector	13.89***
27008 - Corrections Officer	23.85
27010 - Court Security Officer	25.21
27030 - Detection Dog Handler	15.53***
27040 - Detention Officer	23.85
27070 - Firefighter	25.54
27101 - Guard I	13.89***
27102 - Guard II	15.53***
27131 - Police Officer I	25.98
27132 - Police Officer II	28.87
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.03***
28042 - Carnival Equipment Repairer	17.44
28043 - Carnival Worker	11.72***
28210 - Gate Attendant/Gate Tender	17.27
28310 - Lifeguard	13.27***
28350 - Park Attendant (Aide)	19.31
28510 - Recreation Aide/Health Facility Attendant	14.09***
28515 - Recreation Specialist	23.93
28630 - Sports Official	15.37***
28690 - Swimming Pool Operator	20.23
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	30.70
29020 - Hatch Tender	30.70
29030 - Line Handler	30.70
29041 - Stevedore I	28.60
29042 - Stevedore II	32.87
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.11
30022 - Archeological Technician II	20.25
30023 - Archeological Technician III	25.10
30030 - Cartographic Technician	25.10
30040 - Civil Engineering Technician	26.18
30051 - Cryogenic Technician I	27.80
30052 - Cryogenic Technician II	30.71
30061 - Drafter/CAD Operator I	18.11
30062 - Drafter/CAD Operator II	20.25
30063 - Drafter/CAD Operator III	22.59
30064 - Drafter/CAD Operator IV	27.80
30081 - Engineering Technician I	16.92***
30082 - Engineering Technician II	19.00
30083 - Engineering Technician III	21.25
30084 - Engineering Technician IV	26.33
30085 - Engineering Technician V	32.20
30086 - Engineering Technician VI	38.97
30090 - Environmental Technician	21.21
30095 - Evidence Control Specialist	24.12
30210 - Laboratory Technician	27.09
30221 - Latent Fingerprint Technician I	25.01
30222 - Latent Fingerprint Technician II	27.62
30240 - Mathematical Technician	26.84
30361 - Paralegal/Legal Assistant I	20.75
30362 - Paralegal/Legal Assistant II	25.72
30363 - Paralegal/Legal Assistant III	31.45

30364 - Paralegal/Legal Assistant IV	38.05
30375 - Petroleum Supply Specialist	29.50
30390 - Photo-Optics Technician	25.10
30395 - Radiation Control Technician	29.50
30461 - Technical Writer I	25.35
30462 - Technical Writer II	31.02
30463 - Technical Writer III	37.53
30491 - Unexploded Ordnance (UXO) Technician I	27.37
30492 - Unexploded Ordnance (UXO) Technician II	33.11
30493 - Unexploded Ordnance (UXO) Technician III	39.69
30494 - Unexploded (UXO) Safety Escort	27.37
30495 - Unexploded (UXO) Sweep Personnel	27.37
30501 - Weather Forecaster I	27.80
30502 - Weather Forecaster II	33.81
30620 - Weather Observer, Combined Upper Air Or	(see 2) 22.59
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.10
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.11
31020 - Bus Aide	13.82***
31030 - Bus Driver	19.10
31043 - Driver Courier	16.79***
31260 - Parking and Lot Attendant	12.21***
31290 - Shuttle Bus Driver	16.85***
31310 - Taxi Driver	13.70***
31361 - Truckdriver, Light	18.26
31362 - Truckdriver, Medium	19.74
31363 - Truckdriver, Heavy	22.99
31364 - Truckdriver, Tractor-Trailer	22.99
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	12.11***
99050 - Desk Clerk	13.83***
99095 - Embalmer	27.83
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	15.08***
99252 - Laboratory Animal Caretaker II	16.38***
99260 - Marketing Analyst	29.98
99310 - Mortician	27.83
99410 - Pest Controller	17.83
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	23.23
99711 - Recycling Specialist	28.25
99730 - Refuse Collector	20.64
99810 - Sales Clerk	13.94***
99820 - School Crossing Guard	13.33***
99830 - Survey Party Chief	27.33
99831 - Surveying Aide	15.48***
99832 - Surveying Technician	21.21
99840 - Vending Machine Attendant	14.06***
99841 - Vending Machine Repairer	17.70
99842 - Vending Machine Repairer Helper	14.06***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

ATTACHMENT L APPENDICES A AND E

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

A) Approval of the Agreement for the Replacement of the Sleepy Hollow Radio Tower with Motorola Solutions, Inc. in the amount of \$2,620,009.00 with a completion date of June 30, 2026.

B) Approval of the payment schedule, including advanced payment of the first payment.

Funding Source:

2024 Bond Construction Fund - Radio Tower-Sleepy Hollow - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The Tower is in need of replacement due to its condition and structural capacity and limitations. Motorola was previously issued contract 2023/2023-74 for the replacement of the Keystone Heights tower which contained a provision that if mutually agreed upon and authorized in writing, additional work including replacement or upgrades to other Tower Sites could be authorized. The County has requested a proposal from Motorola to perform the replacement of the existing Tower at the Sleepy Hollow Tower Site and has negotiated the scope of work, timing, and pricing utilizing the terms of the Keystone Agreement. This is a turnkey project.

Motorola Solutions, Inc. has demonstrated that the equipment pricing is consistent with other competitively bid contracts awarded to Motorola (Sourcewell Agreement). In addition to the Sourcewell percentage discount, Motorola has provided an additional incentive discount to Clay County in the amount of \$487,500.00.

Motorola has provided a payment schedule as follows:

10% Execution of Agreement-due on receipt

15% Upon Agreement Design Review

25% Upon shipment of equipment

20% At Successful Cutover

20% Upon installation completion of the new tower antennas and lines
 10% Final (upon Final Site Acceptance)

This agreement is based on the same terms and conditions as Agreement No. 2023/2024-74 for the replacement of the Keystone Heights Public Safety Radio Tower, in the amount of \$1,895,000.00. There have been two (2) amendments: AM1 = \$46,143.00 for the removal of Gopher Tortoises from the site, and AM2 = \$17,857.00 for remediation of the Long Bay Tower site to allow support of the existing and proposed equipment configurations in connection to the replacement of the Keystone Tower. Total project cost is \$1,959,000.00.

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

Funding Source:
 2024 Bond Construction Fund - Radio Tower-Sleepy Hollow - Infrastructure
Account No:
 FD3025-PRJ100756-563000

Sole Source (Yes\No): Advanced Payment
No (Yes\No):
Yes

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_Motorola - Sleepy Hollow	Cover Memo	11/20/2024	Motorola - Sleepy_Hollow_Contract-Prosposal_Final_11-12-24_v2 - _MSI_Signedada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	11/20/2024 - 8:40 AM	Item Pushed to Agenda

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

**AGREEMENT FOR PUBLIC SAFETY RADIO TOWER
REPLACEMENT AT SLEEPY HOLLOW AND MULTIPROTOCOL
LABEL SWITCHING (MPLS)**

This Agreement for Public Safety Radio Tower Replacement at Sleepy Hollow and Multiprotocol Label Switching (MPLS) (“Agreement”) is made and entered into by and between Motorola Solutions, Inc., a Delaware Corporation authorized to transact business in the State of Florida (“Motorola”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, on April 1, 2016, the County and Motorola entered into that certain 800 MHz Public Safety Radio System Agreement, Clay County Agreement/Contract No. 2015/2016-85, as amended, for the purchase and implementation of an 800 MHz Public Safety Radio System (“Radio System Agreement”); and

WHEREAS, in accordance with the Radio System Agreement, the County owns and operates an 800 MHz Public Safety Radio Communications System, together with the Microwave System supporting same (“Radio System”) that is used by the County and public law enforcement and safety services or entities dispatched by the County or authorized by the County to use the Radio System; and

WHEREAS, the Radio System includes the Tower Sites located at Keystone, Sleepy Hollow, Ash Road, Long Bay, Hattie Nolan, and Fairgrounds, equipment shelters, real property, equipment, software, and incidental hardware and materials that are combined together into an integrated system, including, but not limited to the P25 equipment; and

WHEREAS, on December 8, 2020, the County and Motorola entered into that certain Agreement for Public Safety Radio Tower Equipment Shelter Upgrades, Clay County Agreement/Contract No. 2020/2021-78, for the complete replacement of the County’s radio tower equipment communication shelters at five of the County’s Tower Sites (Keystone, Sleepy Hollow, Ash Road, Long Bay, and Hattie Nolan) to include MSB 12’ x 16’ shelter, 50 kW outdoor generator, 500 gallon LP tank, UPS, HVAC and backup HVAC, Cam Locks, upgraded LED Tower lights at Fairgrounds, Keystone, Sleepy Hollow, Ash Road, and Long Bay, and remote monitoring; and

WHEREAS, effective December 12, 2023, the County and Motorola entered into the Agreement for Public Safety Radio Tower Replacement at Keystone, Clay County Agreement/Contract No.: 2023/2023-74 (“Keystone Agreement”), wherein Motorola agreed to perform a turnkey replacement of the existing Tower located in Keystone at 6060 Twin Lakes Road, Keystone Heights, Florida; and

WHEREAS, in accordance with Section 6.1 (Additional Services and Fees) of the

Keystone Agreement, if the County identifies or Motorola recommends any additional work, materials, or services, to be provided by Motorola that are not covered under the Keystone Agreement but are beneficial to the County, including, but not limited to, replacement or upgrades to other Tower Sites and professional or subscription services, such additional work, materials, or services, including scope, timing, and fees of any additional work, materials, or services must be mutually agreeable between the County and Motorola and be authorized in writing by the parties; and

WHEREAS, in accordance with Section 6.1 of the Keystone Agreement, the County solicited a proposal from Motorola to perform additional services consisting of the replacement of the existing Tower at the Sleepy Hollow Tower Site located at 226 Sleepy Hollow Road, Middleburg, Florida 32068; and

WHEREAS, the parties engaged in discussions and negotiations to address the scope of work, timing, and pricing of such additional services utilizing the terms of the Keystone Agreement, and based upon such discussions, Motorola provided the County with an initial proposal dated October 30, 2024 and a final proposal dated November 11, 2024, which is attached hereto as **Attachment 1** (the “Proposal”); and

WHEREAS, Motorola is licensed and qualified to perform the requested services and provides the support and maintenance of the Radio System which utilizes Motorola Equipment; and

WHEREAS, the parties desire to enter into this Agreement for Motorola to perform the additional services, and Motorola desires to provide such additional services to the County as 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:

SECTION 1. ATTACHMENTS

1.1. The above recitals are true and correct and are incorporated herein by reference.

1.2. The Attachments listed below are expressly incorporated herein and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities: the main body of this Agreement takes precedence over the Attachments (unless otherwise specified in an Attachment), and any inconsistency between the Attachments will be resolved in their listed order.

Attachment 1: Motorola’s Proposal dated November 11, 2024, which includes, but is not limited to the Statement of Work (SOW), Project Schedule, and Pricing Summary

Attachment 2: Final Site Acceptance Certificate

SECTION 2. DEFINITIONS

2.1. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Fred Robinson, LMR System Coordinator, or designee. In the administration of this Agreement, as contrasted with matters of policy, the parties may rely upon instructions or determinations made by the Project Manager, or, in the absence of the Project Manager, by his designee.

2.2. As used throughout this Agreement the terms set forth in this Section shall have the meanings attributed thereto unless the context clearly indicates a different meaning. Elsewhere and throughout this Agreement and Attachments, other terms are described and defined. In each such instance, each such term is set forth parenthetically adjacent to the text that describes and defines it, and as used in this Agreement shall have the meaning so defined and described.

2.3. Definitions.

“Acceptance Test Plan” means the Sleepy Hollow ASTRO Simulcast Site ATP also referred to as the Functional Acceptance Test Plan (FATP) and the MNI MW Acceptance Test Plan that will be developed and mutually agreed upon between the parties and finalized during project implementation in accordance with the Proposal.

“Acceptance Test(s)” means those tests described in the Acceptance Test Plan.

“Agreement” means this Agreement between Motorola and the County, including the Attachments and the documents expressly incorporated into this Agreement by reference.

“Commencement Date” means the date on which days will begin to be charged to the Project.

“Confidential Information” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving party’s possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Agreement; is explicitly approved for release by written authorization of the disclosing party; is released pursuant to law; or is released in accordance with the Public Records Law (i.e., Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended).

“Contract Price” means the price for the Work as more particularly provided in Section 10.

“Effective Date” means the date upon which the last party executes this Agreement.

“Equipment” means the hardware components that the County purchases from Motorola under this Agreement and as described in the Proposal attached hereto.

“Final Site Acceptance” means the date upon which all Work and deliverables associated with the Project have been completed by Motorola and accepted by the County. The County shall not be obligated to provide Final Site Acceptance under this Agreement until the following conditions are satisfied:

- (a) the new Tower, materials, and Equipment, including all hardware and software components thereof, have been fully and completely designed, constructed, installed and delivered by Motorola to the County in strict conformity with the requirements of this Agreement;
- (b) Tower Site development completed;
- (c) Final “as-built” construction documentation, drawings, and plans have been provided to the County;
- (d) Releases of liens or equivalent proof of payments to subcontractors and suppliers;
- (e) Final accounting provided by Motorola to the County;
- (f) The new Tower, materials, Equipment, and all hardware and software components thereof have been fully, completely and successfully inspected and tested in accordance with all of the inspection and testing requirements and procedures set forth in this Agreement and in the Proposal, including the Acceptance Test Plan and any jurisdictional requirements;
- (g) All punch list and deficiencies completed;
- (h) Motorola’s warranty and any warranties from third parties;
- (i) Complete removal and disposition of existing Tower is complete;
- (j) All Work described in the SOW is complete;
- (k) Inspection and testing demonstrates that the new Tower, materials, Equipment, and all hardware components thereof, fully and completely comply with all of the requirements. When Final Site Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the Final Site Acceptance Certificate; and
- (l) Certificate of Final Payment.

“Fixed Network Equipment” means all hardware and software used to transmit and receive radio signals including but not necessarily limited to the Radio System’s 700/800 MHz transceivers, comparator/voter, system control systems, combiners, multiplexers, antennas, microwave transceivers and dishes, etc.

“Force Majeure” means an event, circumstance, or act of a third party that is beyond a party’s reasonable control such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or other similar cause).

“Project” means the delivery by Motorola to the County of a Turnkey Project as described in the Proposal attached hereto. The Project expressly includes the replacement of the existing 480’ Tower with a new 480’ Guyed Tower at the Sleepy Hollow Tower Site. The Turnkey Project also includes the Work addressed in the Proposal as described therein.

“Proposal” (which may also be referred to as “Statement of Work” or “SOW”) means the negotiated proposal dated November 11, 2024, attached to this Agreement as **Attachment 1**.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Radio System” means the 800 MHz Public Safety Radio Communications System, together with the Microwave System supporting same.

“Site Acceptance” means the Acceptance Test(s) have been successfully completed.

“Software” means (i) proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Specifications” means the functionality and performance requirements that are described in the Proposal/SOW and the Agreement and Attachments thereto.

“Tower Site(s)” means the towers and radio tower equipment communication shelters listed below:

1. Keystone
2. Sleepy Hollow
3. Ash Road
4. Long Bay
5. Hattie Nolan
6. Fairgrounds

“Turnkey” means the term which describes a type of job or project as described in this Agreement in which a private vendor or contractor completes all specified work of design, development, engineering, permitting, equipping, construction, installation, and testing to a point of readiness for operation or occupancy at a pre-arranged price, and until such work has reached the point of completion, which, for purposes of this Agreement, shall be deemed to have occurred only upon the Final Site Acceptance, the project is not deemed finally accepted by the customer. This

Agreement has been prepared in accordance with the parties' understanding of the County's requirements based on the information provided and on good systems design techniques. However, the actual results in the County's particular operations may vary from those indicated in the Agreement due to factors outside the scope of this Agreement such as variations in sites, equipment, volume, environment, personnel and other factors outside of Motorola's control.

"Work" means the work and services, the nature and scope of which are more fully described in the Proposal, to be provided by Motorola to the County under this Agreement to deliver the Turnkey Project.

SECTION 3. PROJECT DESCRIPTION

3.1. As further defined in the Proposal, Motorola shall design, develop, engineer, furnish, deliver, equip, construct, and perform all of the work, labor, installation, licensing, and testing required to deliver the Turnkey Project to the County consisting of a complete replacement of the County's existing 480' Tower with a new 480' Guyed Tower at the Sleepy Hollow Tower Site (which may also be referred to as Tower Site or Site). The Turnkey Project also consists of the following: new antennas and transmission line for the Sleepy Hollow Tower Site, MW equipment and services to include the realignment of the dishes at the Ash Road and Sheriff's Office sites, construction services including project management, Sleepy Hollow Site optimization post antenna cutover, a preventative maintenance check on the ASTRO system equipment at the Sleepy Hollow Tower Site, and Multiprotocol Label Switching (MPLS) solution for the Radio System. The top priority for the Project is to ensure functionality, and ensure reliable interoperability and compatible Equipment and Radio System. All Work will be performed to the R-56 standard.

SECTION 4. SCOPE OF WORK

4.1. Motorola shall provide all Work called for in this Agreement and Attachments as more specifically set forth in the Proposal to deliver the Turnkey Project. The parties agree to comply with their respective obligations and responsibilities set forth in the Proposal.

4.2. In performance of the Work, Motorola acknowledges that it is bound by and shall comply with and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Project. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, 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 Motorola as outlined herein.

4.3. Motorola will prepare Site construction drawings for the Project ("Design Documentation") and deliver to the Project Manager. The Design Documentation shall be Motorola's detailed design for the Project and shall include design documentation, any drawings associated therewith, and all engineering data showing the layout of various new and existing external site components and describing all design parameters, materials, equipment, and construction required to complete the Project. The County shall have the right to examine the Design Documentation and submit, within ten business days to Motorola, reasonable written

objections, recommendations, comments, and requests for more detail, revisions or modifications, to which Motorola must fully respond within a reasonable period of time. Any material revision or modification to the Design Documentation affecting the Project or the System performance must be mutually agreeable and evidenced by a written amendment to this Agreement. The County shall not be deemed to have accepted any of Motorola's Turnkey responsibilities for the Project by reason of its acceptance of the Design Documentation or by reason of its failure to object to the Design Documentation or any element thereof.

4.4. The Proposal attached hereto includes a Project Schedule. The Project Schedule will be maintained by Motorola with input from the County. The Project Schedule may otherwise be updated as necessary, but Motorola may not make material changes which increase the Final Completion Date. The approval of the Project 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 proposed schedule. Motorola is and shall remain responsible for the planning and execution of the Work in order to meet the Project milestones and Final Completion Date.

4.5. In providing the Work, Motorola must:

- A. Have visited the Sleepy Hollow Tower Site, conducted a thorough, alert visual examination of the Sleepy Hollow Tower Site and adjacent areas, and become familiar with and is satisfied as to the conditions that may affect cost, progress, and performance of the Work.
- B. Comply with all obligations set forth in the Agreement and the Proposal.
- C. Obtain all required permissions, permits, environmental assessments –excluding any remediation- and approvals, civil work, and inspections.
- D. Provide progress updates for the Project as requested by the Project Manager.
- E. Coordinate the Work and Tower Site visits/replacements/installations/inspections with the Project Manager.
- F. Take such steps as may be necessary to comply with all reasonable requirements of the Project Manager to ensure the security and continued operation and functionality of the Radio System.
- G. Provide all necessary equipment, hardware, adapters, and any other materials necessary for quality installations, including, but not limited to safety equipment and work lighting needed when scheduling work hours.
- H. Ensure installation quality to R-56 specifications (latest version) and compliance with the Project Schedule.

- I. Manage deliveries and staging of material and Equipment to the Tower Site including any secured storage considerations.
- J. Prepare and manage appropriate waste disposal and facilitate proper disposal of waste material. All excess property for this Project shall be coordinated with the Project Manager for either disposal or salvaging by Motorola, including, but not limited to the old Tower steel.
- K. Maintain close liaison and cooperation with the County during performance of the Work to obtain agreement and coordination of the Work for the Project in accordance with this Agreement.
- L. Attend all meetings and conferences as arranged and as needed by the County during the progress of the Work to establish Project criteria and overall status of the Project, to review County and applicable standards, to address upcoming critical activities, to address overall performance to complete the Project, and to discuss any other matters relating to the Project.
- M. Conduct business in a manner that reflects favorably at all times on the services and the goodwill and reputation of the County.
- N. Perform the Work competently and with a high degree of expertise and professionalism, using that degree of care and skill customarily exercised by other professionals performing similar services in the industry.

4.6. In entering into this Agreement, Motorola represents that it has now or will secure all equipment, materials, and personnel required to perform all Work required by Motorola under this Agreement. All personnel assigned to the Work shall be properly qualified for the Work to be performed. Motorola shall provide adequate, technically competent, factory-trained personnel to install all equipment and features supplied by Motorola under this Agreement. Motorola shall designate in writing to the Project Manager such representative(s) who shall be authorized to act on behalf of Motorola on any matter covered by this Agreement.

SECTION 5. SUBSTITUTIONS

5.1. At no additional cost to the County, and subject to the Project Manager's prior approval, Motorola may substitute any Equipment or services to be provided by Motorola, if the substitute meets or exceeds the specifications and is of equivalent or better quality to the County. Any substitution will be reflected in a Change Order. If approved substitutions require redesign or different quantity or arrangements of any part of the Project from that which is provided in the approved Design Documentation, all additional labor, equipment, material and all new drawings and detailing required for the same shall be the responsibility of Motorola, at its own expense, including, without limitation, the cost of services rendered by the County and its agents. The County and Motorola shall mutually make a determination as to quality and whether to accept any substitution included in a request for substitution.

SECTION 6. ADDITIONAL SERVICES AND FEES

6.1. If the County identifies or Motorola recommends any additional work, materials, or services, to be provided by Motorola that are not covered under this Agreement but are beneficial to the County, including, but not limited to, replacement or upgrades to other Tower Sites and professional or subscription services, such additional work, materials, or services, including scope, timing, and fees of any additional work, materials, or services must be mutually agreeable between the County and Motorola and be authorized in writing by the parties.

SECTION 7. TERM AND TIMELY PERFORMANCE

7.1. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Project. Motorola agrees to perform all necessary Work as provided for in this Agreement and as fully described in the Proposal.

7.2. The date on which days will begin to be charged to the Project shall be the date the last of the parties executes this Agreement (“Commencement Date”).

7.3. The Project must be completed by June 30, 2026 (“Final Completion Date”) unless the date is otherwise modified upon executed approval of a Change Order and written agreement of the parties. It shall be understood that this includes time for Motorola to order, receive, and install the new Tower and Equipment and perform the Work required for the Project.

SECTION 8. SUBCONTRACTORS

8.1. Subcontractors may be utilized in connection with this Agreement only with PRIOR WRITTEN CONSENT from the Project Manager, and only for reasonable cause, as judged by the County.

8.2. Any subcontractor utilized by Motorola, shall be supervised and compensated by Motorola. Motorola will be responsible to the County for the satisfactory performance and timeliness of any Work provided by a subcontractor.

8.3. Motorola shall be fully responsible to the County for the acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as Motorola is for the acts and omissions of persons employed by it.

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

SECTION 9. TESTING AND SITE ACCEPTANCE

9.1. Immediately upon the determination by Motorola that the Tower Site is complete, all Work has been completed by Motorola in accordance with the Proposal, and the Tower Site is ready for delivery to the County subject to inspection and testing, it shall so notify the Project Manager. Upon receipt by the Project Manager of said notification, the County and Motorola shall schedule

the inspection and testing of the Tower Site as described in the Acceptance Test Plan, and Motorola thereafter shall execute the same in accordance with said schedule. The County shall not be deemed to have accepted any of Motorola’s Turnkey responsibilities for testing under the Acceptance Test Plan or elsewhere under this Agreement by reason of its participation or non-participation in any inspection and testing under any provision of this Agreement.

9.2. In the event the inspection and testing shall reveal any noncompliance with the specifications set forth in this Agreement or in the Proposal, or with the parameters and requirements of the Acceptance Test Plan, or that the Tower Site is deficient or fails to operate, Motorola promptly shall remedy such noncompliance at its sole expense unless, under the terms of the Proposal or the Acceptance Test Plan, Motorola would be precluded from effecting remedial action and the County would have the right to declare Motorola to be in default under this Agreement. Any remedial action effected by Motorola under the provisions of the sentence immediately preceding shall be completed within the time therefor specified under the Agreement or, in the absence of a time being so specified, within thirty (30) days. Unless otherwise provided herein, remedial actions arising under this Section shall not toll the time within which Motorola is obliged to complete the Project.

9.3. Site Acceptance will occur upon successful completion of the Acceptance Test and the successful completion of any remedial action required. Upon the completion of the Acceptance Test Plan, the parties will memorialize this event by promptly executing the appropriate certificate.

9.4. Final Site Acceptance, as defined herein, of the Project by the County will occur after Site Acceptance when all deliverables and other Work associated with the Project have been completed, whereupon the parties will memorialize this final event by so indicating on the Final Site Acceptance Certificate.

SECTION 10. PAYMENT

10.1. The County agrees to pay Motorola for the Work performed for the Project in accordance with the terms of this Agreement in the total lump sum amount of **\$2,620,009** (“Contract Price”). This amount is inclusive of all the Work required to complete and deliver the Turnkey Project, as described in the Proposal. A Pricing Summary allocating the Contract Price is located in the Proposal.

10.2. Motorola will submit Invoices to the County in accordance with Section 11, and the County shall make payments to Motorola in accordance with Section 11 and the following Payment Schedule:

% of Contract Price	
10%	Due upon execution of Agreement (due on receipt)
15%	Due upon Agreement Design Review
25%	Due upon shipment of Equipment (Subject to partial shipments & partial invoices calculated by the percentage of total equipment shipped and in accordance with provision 10.3)
20%	Due upon cutover of MPLS

20%	Due upon installation completion of the new Tower Antennas and Lines
10%	Due upon Final Site Acceptance

10.3. The County will provide payment for shipment of equipment upon verification that the equipment has shipped and Motorola submits an Invoice to the County in accordance with Section 11 which includes a copy of the packing slip (if available) and an inventory of the equipment shipped along with the location of where the equipment was shipped to. The parties acknowledge that the equipment will be shipped to and stored at Motorola’s subcontractor’s location except for the Tower which will be shipped to the Site.

10.4. Whenever any change or combination of changes in the scope of work results in an increase or decrease in the original descriptions or quantities set forth in the Proposal, and the work added or eliminated is of the same general character as that shown on the original scope of work/services reflected in the Proposal, Motorola shall accept payment in full at the original description prices for the actual quantities of Work performed.

10.5. The County shall not be responsible for any reimbursement of expenses as any and all expenses incurred by Motorola are to be included as part of the Contract Price.

10.6. No payment, nor any use of the Tower Site by the County, shall be interpreted to constitute an acceptance of the Project or of any Work not in strict accordance with this Agreement.

SECTION 11. PAYMENT PROCEDURES

11.1. As used in this Section, 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 Motorola under the 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 for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days in which to make payment, except as noted in section 10.2, Payment Schedule.

11.2. Motorola shall submit an Invoice to the Paying Agent no more than once per month in accordance with the Payment Schedule.

11.3. Invoices shall be signed by Motorola and must include the following information and items:

1. Motorola’s name, address and phone number, including payment remittance address.

2. The name, address and phone number of Motorola's employee or agent to whom notices and inquiries regarding the Invoice may be directed.
3. The Invoice number and date.
4. Reference to the Agreement by its title and number as designated by the County and County Purchase Order number.
5. The period of the Work covered by the Invoice, if applicable.
6. The total amount of payment requested in accordance with the Payment Schedule and the milestone description.
7. Copy of packing slip (if available) and an inventory of the equipment shipped which are covered by the Invoice as may be applicable.
8. Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for Work completion.
9. Motorola must provide any additional documents, records, updates, or information within reason that may be requested by the County, excluding proprietary information.

11.4. Promptly upon receipt of an Invoice submitted under this Section, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this Section or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify Motorola in writing within 20 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of Motorola is needed to make the Invoice proper. The corrected invoice shall retain the original date. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

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

11.6. Prior to submitting an Invoice, Motorola shall certify that all subcontractors and suppliers having any interest or performing any of the Work in relation to the Project will receive their pro rata share of previous periodic payments to Motorola for all Work completed and materials supplied, when applicable. This certification shall be in the form designated by the County. The term "subcontractor", as used herein, shall mean a person(s) or firm(s) that enters into a contract with Motorola for the performance of any part of the Agreement and also includes persons or firms

supplying materials or equipment incorporated into the Work of the Project for which partial payment has been made by the County, and work done under equipment rental contracts.

11.7. **WITHHOLDING PAYMENT.** The County may decline to make payment, may withhold funds previously approved for payment, or may demand the refunding by Motorola to the County of any payment previously made to protect the County from loss because of:

1. defective Work not remedied by Motorola or in accordance with a mutually agreed upon plan to cure;
2. claims of third parties against the County or the County's property caused by any act or omission by Motorola where it is Motorola's duty to act;
3. evidence that the balance of the Work cannot be completed in accordance with this Agreement or Attachments for the unpaid balance of the Contract Price;
4. Motorola's failure to carry out the Work in accordance with this Agreement or the Attachments; or,
5. damage caused by any intentional or negligent act or omission by Motorola to the County's tangible or real property.

In the event that the County makes a written demand upon Motorola for amounts previously paid by the County as contemplated in this Section, Motorola shall review the request and promptly comply in accordance with the terms of this Agreement.

SECTION 12. TITLE AND RISK OF LOSS

12.1. Title to all of the Equipment shall be deemed to have passed to the County immediately upon delivery. Risk of loss for all of the Equipment shall be deemed to have passed to the County immediately upon the installation of the Tower and acceptance in accordance with the Proposal. Prior thereto, risk of loss therefore shall remain with Motorola.

SECTION 13. FINAL PAYMENT

13.1. Motorola shall not submit an Invoice for final payment until after the Final Site Acceptance. In addition to the other requirements of this Section, the Invoice for final payment must be accompanied by a written certificate executed on behalf of Motorola's employee having principal charge over the Project that all invoices for products and Equipment, and other liabilities connected with the Work for which the County or the County's property might be responsible have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all subcontractors of Motorola required by the Project Manager. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by the County, Motorola shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.

13.2. Motorola's acceptance of final payment shall constitute a waiver of all claims against the County by Motorola except for those claims previously made in writing against the County by

Motorola pending at the time of final payment, and identified in writing by Motorola as unsettled at the time of its request for final payment.

SECTION 14. CHANGE ORDERS

14.1. Change Orders shall be used when necessary to clarify the Proposal requirements, to provide for major quantity differences which result in Motorola’s work effort exceeding the Contract Price, to provide for a time extension, to provide for unforeseen work, alterations in the Proposal which could not reasonably have been contemplated or foreseen, to settle contract claims, and to make the Project functionally operational in accordance with the intent of the Agreement. No work or services covered by a Change Order shall be performed before the County gives written authorization. Such written authorization shall set forth the prices or amount agreed upon and/or the amount of time to be granted for an extension and other pertinent information and shall be reduced to a written Change Order promptly. No payment shall be made on a Change Order request prior to the County’s written 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, Motorola 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.

14.2. If a Change Order requests a time extension, the Change Order must set forth the amount of time being requested along with the circumstances justifying a time extension supported by substantiating data to permit evaluation by the County. Circumstances which may justify a time extension include unforeseen circumstances, delays caused by a third party which are beyond the Contractor’s control, included but not limited to FAA, NEPA, SHPO, or any other agency approval delays which are beyond the Contractor’s control, changes ordered in the Work, unavoidable casualties or other causes beyond the Contractor’s control, unusual delay in deliveries, or due to a Force Majeure. Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

SECTION 15. INSURANCE AND BONDS

15.1. Motorola shall secure and maintain in effect at all times during the term of this Agreement, and any Change Orders hereof, insurance of the following types and with such terms and limits:

a. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits of:

- \$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.

b. 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 of \$1,000,000 combined single limit each accident. If Motorola does not own vehicles, Motorola 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.

c. 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 of:

- 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.

d. Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount of \$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.

e. Umbrella/Excess Insurance

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

15.2. The certificates of insurance for the required coverages, with the exception of Workers' Compensation, Professional Liability and Employer's Liability, shall include "**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.

15.3. 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.

15.4. The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event

that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Motorola 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, Motorola shall provide the County's Purchasing Department with an updated certificate of insurance 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, Motorola agrees to immediately suspend its operations until replacement insurance is obtained and verified.

15.5. Motorola shall furnish to the County a performance and payment guaranty consisting of a performance and payment bond (the "Bond"). The Bond shall be in the sum equal to the Contract Price (the "Bond Sum") to secure Motorola's guarantee to the County of the completion and performance of the Work contemplated under this Agreement, as well as (i) the full and complete performance by Motorola of each of its covenants and obligations arising under this Agreement, (ii) the full and complete performance by Motorola of each and all of its warranty obligations arising under this Agreement and/or as a matter of law, and (iii) the full and complete payment by Motorola of all suppliers, materialmen, laborers, or subcontractors employed or engaged by Motorola pursuant to the Project. The Bond shall be issued by a surety meeting the qualifications set forth below. In addition to all other rights and remedies which the County may have under this Agreement, under the Bond and under applicable principles of law or equity, the County shall have the right to recover the full amount of the Bond in the event Motorola shall at any time abandon any of the Work, or otherwise default in its performance obligations under this Agreement, regardless of whether the default occurs prior to, on or after the Final Completion Date. The provisions of the sentence immediately preceding are supplemental to all other rights and remedies of the County arising under this Agreement, under the Bond and under applicable principles of law or equity, and shall not be deemed to be or construed as any limitation on or in derogation of the same, with the exception that the County may not be reimbursed more than once for the same claim.

15.6. The Bond shall be in compliance with, and in the form prescribed by, Section 255.05, Florida Statutes. Within ten (10) business days following the Effective Date of this Agreement, and prior to Motorola commencing any Work, Motorola shall cause the Bond required herein to be recorded in the public records of the County with the Clay County Clerk of Court and Comptroller at Motorola's sole cost and expense, and shall deliver a certified copy of the recorded Bonds to the County's Purchasing Department. The Bond must be increased in accordance with any Change Order increases on the Project.

15.7. Prior to exercising any of its rights against the Bond under this subsection, the County shall provide Motorola with written notice of the County's intent to exercise the same and the default that is the reason therefor. Following its receipt of such notice, Motorola shall have such period of time as may be specifically provided under the terms of this Agreement to cure the default identified by the County as its reason; provided, if no such cure period is provided, then the cure period shall be thirty (30) days. Following the conclusion of the cure period, if Motorola has not cured the default identified by the County as its reason, then the County may proceed to exercise any of its rights under this subsection. In the event the Surety shall become insolvent or the County acting reasonably shall determine that the security of the Bond is otherwise impaired, then

Motorola at its sole expense shall replace the Bond with a bond (the "Replacement Bond") issued by a surety meeting the qualifications set forth below. The Replacement Bond shall be identical in form and substance to the Bond.

15.8. The minimum qualifications of the Surety issuing the Bond or any Replacement Bond are as follows:

- a) The Surety must be a surety company of recognized standing, authorized to do business in the State of Florida as a surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) consecutive years immediately preceding the Effective Date of this Agreement.
- b) The Surety must hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of a Replacement Bond exceeds the underwriting limitation set forth in the circular in order to qualify, the net retention of the Surety shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 CFR Section 223.10 and Section 223.111). Further, the Surety shall provide the County with evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.
- c) The Surety shall have at least the following minimum ratings in the latest revision of Best's Insurance Report: Best's Policyholder's Rating of "A", and Best's Financial Size Category of "Class XII".

15.9. The provisions in this Section survive the expiration or termination of this Agreement and apply notwithstanding any contrary provision.

SECTION 16. DEFAULT AND TERMINATION

16.1. **DEFAULT BY A PARTY.** If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the nonperforming party a written and detailed notice of default. Except for a default by the County for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If the County is the defaulting party, Motorola may stop work on the Project until it approves the County's cure plan. If the provisions of this Section are in conflict with another provision or provisions of this Agreement, such other provision or provisions shall supersede this Section.

16.2. **FAILURE TO CURE.** If a defaulting party fails to cure the default as provided immediately above, unless otherwise agreed in writing, the non-defaulting party may terminate this Agreement or any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting

party will promptly return to the non-defaulting party any of its Confidential Information. If the County is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the Project through a third party, the County may recover from Motorola reasonable costs incurred to complete the Project to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. The County will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

16.3. **TERMINATION EXPENSES.** In the event the County shall declare this Agreement terminated for cause, the County may assess against Motorola costs and expenses incurred by the County, including, but not limited to, reasonable attorneys' fees and costs, and other court awarded costs and expenses, and Motorola shall reimburse the County for the same. In the event Motorola fails to adhere to a contractual provision or other requirement of the Proposal and the County incurs any costs or expenses, including, but not limited to, reasonable attorneys' fees and costs, and other court awarded costs and expenses, the County may deduct such amounts from any application for payment or otherwise invoice Motorola.

16.4. **TERMINATION FOR CONVENIENCE.** Upon written notice to Motorola, the County shall have the right to declare this Agreement terminated at any time for its convenience and without cause. In such event, Motorola shall be compensated for all conforming Equipment delivered, services provided, and expenses incurred up to the point of termination, and the Contract Price shall be deemed adjusted accordingly.

16.5. Upon termination of this Agreement, Motorola will provide to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, estimates, summaries, files, and such other information and materials as may have been accumulated by Motorola and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

16.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve Motorola of its responsibilities for the completed portion or concerning any just claims arising out of the Work performed for the Project.

16.7. The provisions in this Section survive the expiration or termination of this Agreement and apply notwithstanding any contrary provision.

SECTION 17. LIQUIDATED DAMAGES

17.1. Both Motorola and the County must adhere to the Project Schedule (as it may be revised by mutually agreed Change Orders or amendments). Liquidated damages for default by Motorola in completion of the Project in accordance with the Project Schedule will be established. In the event the Project is not fully completed by the Final Completion Date, a liquidated damage amount will be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.

17.2. Time for completion of the Project is of the essence. The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement and that the County will incur damages if Motorola's Work for the Project are not completed on time. Motorola

shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform and complete its services so the Project is finally completed by the Final Completion Date. The parties agree that the total amount of the County's damages, in whole or in part, due to Motorola's failure to complete the Project by the Final Completion Date, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public safety project that will, when completed, benefit the public and enhance the delivery of valuable services to the public.

17.3. Should Motorola fail to complete the Project within the days agreed, it is mutually agreed to and understood by both parties that Motorola shall pay to the County, not as a penalty but as liquidated damages, the sum of **\$500.00** per calendar day for each and every day after the Final Completion Date until Final Completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that Motorola is terminated by the County for default and shall apply until Final Completion has been achieved by any completing contractor. Regardless of whether the Agreement time is stipulated in calendar days or working days, default days shall be counted in calendar days. The County shall have the right to apply as payment on such liquidated damages any money that is due to Motorola by the County. Notwithstanding the foregoing, Motorola shall have no liability for any liquidated damages due to or arising from (a) any County delay, unless such delay is due to Motorola's breach hereunder; (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of Motorola for which Motorola has delivered to the County written notice describing the delay and its cause; and (c) delays caused by and directly attributable to any event of Force Majeure. The Final Completion Date shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding.

17.4. The maximum amount of liquidated damages that Motorola will be liable to pay the County is equal to three percent (3%) of the Contract Price, excluding any portion thereof attributable to subscriber devices, taxes, bonds, and freight.

17.5. Permitting Motorola to continue and to finish the Project, or any part of it, after the expiration of the Agreement time allowed, including extensions of time granted to Motorola, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.

17.6. For the County to assert a claim for liquidated damages, it must first provide formal written notice to Motorola. Motorola shall be entitled to a thirty (30) day grace period before the County is entitled to any liquidated damages. This liquidated damages provision is for the benefit of only the County and not for any other party purchasing off of this Agreement and only relates to this Agreement.

SECTION 18. AUTHORITY TO SUSPEND WORK

18.1. The County Representative and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work.

Should the County be prevented or enjoined from proceeding with the Work either before or after the start of construction by reason of any litigation or other reason beyond the control of the County, Motorola shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Work will be extended to such reasonable time as the County may determine will compensate for time lost by such delay with such determination to be set forth in writing. In the event of any such suspension, Motorola shall be paid for all conforming Equipment delivered and Work rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work.

SECTION 19. PRESERVATION OF PROPERTY AND FAILURE TO RESTORE DAMAGED PROPERTY

19.1. Motorola shall preserve from damage all property along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of services. This applies to public and private property and whenever such property is damaged as a result from the performance of the Work, or through the negligence of Motorola, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by Motorola, and at its own expense, or it shall make good such damage or injury in an acceptable manner.

19.2. In case of failure on the part of Motorola to restore such property, or to make good such damage or injury, the Project Manager may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to Motorola under the Agreement. Nothing in this clause shall prevent Motorola from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the Project Manager, provided that such property has not been damaged as a result from the performance of the work or through fault of Motorola, its employees or agents.

SECTION 20. AUDIT

20.1. Motorola 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. In addition, the County reserves the right to examine and/or audit such records, excluding product cost data which Motorola considers confidential and proprietary information to Motorola.

SECTION 21. TAXES

21.1. 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.

SECTION 22. APPROPRIATED FUNDS

22.1. Motorola 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.

SECTION 23. PUBLIC RECORDS

23.1. Motorola 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. Motorola 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, Motorola covenants to comply with the Public Records Laws, and in particular to:

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

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

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

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

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

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

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

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

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

IF MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MOTOROLA'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.

SECTION 24. SCRUTINIZED COMPANIES CERTIFICATION & E-VERIFY

24.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that Motorola 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, unless authorized by the United States Government. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if Motorola 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 Syria¹, 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, unless authorized by the United States Government.

24.2. Pursuant to Section 448.095, Florida Statutes, Motorola 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 Motorola 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

¹ Both Cuba and Syria are subject to a comprehensive US embargo and we are prohibited from doing business with these countries. The one exception for Syria is that Motorola has supported United Nations Humanitarian Missions that operate in Syria, but we do this only with the permission from the US Government in the form of a transactional export license. Sudan is no longer subject to a comprehensive US embargo. I do not believe the Florida Statute outright prohibits business with Sudan, rather it asks if we are on the list of Scrutinized Companies with Activities in Sudan/Iran. Motorola is not on that list.

term of the subcontractor agreement. Subcontractors shall provide Motorola 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, Motorola must provide evidence of compliance with this provision. Failure to comply with this Section is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

24.3. Human Trafficking Attestation. In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Contractor 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 Contractor does use coercion for labor or services, the Contractor 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.

SECTION 25. INDEMNIFICATION; SOVEREIGN IMMUNITY

25.1. Motorola will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence, recklessness, or intentional wrongful misconduct of Motorola, its subcontractors, or their employees, while performing their duties under this Agreement, if the County gives Motorola prompt, written notice of any the claim or suit. The County will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola’s general indemnification of the County from liabilities that are in any way related to Motorola’s performance under this Agreement.

25.2. With respect to any indemnification by the County provided 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 the County’s sovereign immunity.

25.3. The provisions in this Section shall survive the termination of this Agreement. Nothing contained in this Section is intended to nor shall it constitute a waiver of the State of Florida and the County’s sovereign immunity.

SECTION 26. CONFIDENTIALITY

26.1. Each party is a disclosing party (“Discloser”) and a receiving party (“Recipient”) under this Agreement with respect to Confidential Information contemplated under this Agreement. During the term of this Agreement, for a period of three (3) years from the date of expiration or termination of this Agreement, and to the extent allowed by law, a Recipient will (i) not disclose

Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees, officers, officials, agents, volunteers or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify the Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

26.2. If a Recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the Recipient will give to the Discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

26.3. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement; (vi) is released pursuant to law; or (vii) is released in accordance with the Public Records Law (i.e., Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended).

26.4. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

26.5. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to the County the

Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to the County any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to the County, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. The County will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

SECTION 27. WARRANTIES

27.1. Motorola warrants, in addition to any original equipment manufacturer's warranties, that the Work performed, including the engineering, construction, improvements, labor and materials provided, will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Proposal. Work will be free from any defects and will operate under normal use and service for a period of two (2) years after the date of Final Site Acceptance. Motorola agrees that during such warranty period, it will repair, correct, replace or reconstruct said improvements or materials at its sole expense (to include service, parts, labor and travel/shipping to and from point of service), necessitated within that period by any fault of materials, specifications, methods or processes employed in the construction thereof. Nothing herein shall diminish the original equipment manufacturer's warranties.

27.2. **WARRANTY OF NEW MANUFACTURE.** Motorola warrants that all Equipment provided under this Agreement shall be of new manufacture.

27.3. **WARRANTY OF TITLE.** Motorola warrants that it has good and marketable title to any materials and Equipment (except Software) furnished hereunder by Motorola and that all such materials and equipment are free from security interests, liens or encumbrances.

27.4. **WARRANTY OF COMPLIANCE.** Motorola warrants to the County that it shall comply with all applicable federal, state and local laws, regulations, ordinances and orders in carrying out its obligations under this Agreement.

27.5. **WARRANTY OF SOLVENCY.** Motorola warrants to the County that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have a material and adverse effect on its ability to perform its obligations under this Agreement.

27.6. **WARRANTY OF NON-DEFAULT.** Motorola warrants to the County that the sale of the Equipment to the County under this Agreement will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which Motorola is a party.

27.7. All warranties stated within this Section shall remain in full force, notwithstanding acceptance and payment by the County and shall not be modified unless agreed to by both parties.

27.8. Any warranty provided by Motorola or for which Motorola is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement.

SECTION 28. NOTICE

28.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) 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:

<p><u>If to Motorola:</u></p> <p>Motorola Solutions, Inc. 401 East Las Olas Boulevard, Suite 1600 Ft. Lauderdale, FL 33301 Attention: Eric Lazo</p>	<p><u>If to County:</u></p> <p>Clay County P.O. Box 1366 477 Houston Street Green Cove Springs, FL 32043 Attention: Dean Hane, MIS Director and Fred Robinson, Project Manager Copy to: Howard Wanamaker, County Manager</p>
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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.

SECTION 29. LIMITATION OF LIABILITY

29.1. Except for personal injury or death, Motorola’s total liability, whether for breach of contract, warranty, negligence, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Equipment and Work with respect to which losses or damages are claimed or (ii) the Contract Price. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCOVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES BY MOTOROLA.** This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. **THE LIMITATIONS SET FORTH IN THIS SECTION (LIMITATION OF LIABILITY) SHALL NOT APPLY WITH RESPECT TO THE INTENTIONAL OR WILLFUL MISCONDUCT OF A PARTY. NOTHING**

IN THIS SECTION (LIMITATION OF LIABILITY) IS INTENDED TO LIMIT OR RESTRICT SECTION 17 (LIQUIDATED DAMAGES).

SECTION 30. INDEPENDENT CONTRACTOR

30.1. Each party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. Nothing in this Agreement will be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

SECTION 31. PROHIBITION AGAINST CONTINGENT FEES

31.1. Motorola warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for Motorola, 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 Motorola, 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 these provisions, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 32. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

32.1. Motorola agrees to comply with the 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.

32.2. Motorola represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 33. SUSPENSION AND DEBARMENT

33.1. By execution of this Agreement, Motorola 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.

SECTION 34. STATE OF FLORIDA CONVICTED VENDOR

34.1. A person or affiliate who has been placed on the state of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

34.2. By signing this Agreement, Motorola represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Motorola will promptly notify the County if it or any of its subcontractors is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

SECTION 35. ACCURACY OF WORK

35.1. Motorola shall be responsible for the accuracy of its Work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Motorola or subcontractors without additional compensation. Acceptance of the Work by the County shall not relieve Motorola of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities, provided that Motorola is given written notice thereof within twelve (12) months after completion of its Work associated with construction.

35.2. At any time during the construction, Motorola shall confer with the County for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by Motorola. Motorola shall prepare all data to correct its errors and/or omissions without added compensation, even though final payment may have been received therefore.

SECTION 36. COMPLIANCE WITH APPLICABLE LAWS

36.1. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement.

SECTION 37. FURTHER ASSURANCES

37.1. 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.

SECTION 38. REMEDIES

38.1. The parties, by their Project Managers, will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

SECTION 39. GOVERNING LAW AND VENUE

39.1. The County and Motorola both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 40. ATTORNEYS' FEES

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

SECTION 41. SEVERABILITY

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

SECTION 42. ASSIGNABILITY

42.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either party, without the prior written consent of the other party, which consent shall be at each party's sole and exclusive discretion and may be withheld without cause; provided that no such prior written consent is required in connection with the sale of all or substantially all of Motorola's assets and the transferee assumes Motorola's obligations hereunder.

SECTION 43. NO THIRD-PARTY BENEFICIARIES

43.1. 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 or such documents against either party to this Agreement.

SECTION 44. CONFLICT OF INTEREST

44.1. Throughout the term of this Agreement, Motorola must not accept nor perform any other

employment, assignments of contracts nor obligations that would conflict with Motorola's duties and obligations provided under this Agreement.

44.2. Motorola hereby discloses that as a publicly traded company in the U.S, covered officials may be shareholders of Motorola Solutions, Inc. (either directly or indirectly through their retirement accounts) and that Motorola Solutions, Inc. does not track the identities of individual shareholders.

SECTION 45. AMENDMENT OR MODIFICATION OF AGREEMENT

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

SECTION 46. CONSTRUCTION

46.1. Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.

SECTION 47. WAIVER

47.1. Failure or delay by either party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

SECTION 48. ENTIRE AGREEMENT

48.1. This Agreement represents the entire agreement between the parties in relation to the Project. 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.

SECTION 49. HEADINGS

49.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 50. COUNTERPARTS


50.1. The Agreement may be executed in one or more 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.

SECTION 51. AUTHORITY

51.1. 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 to the Agreement represents and warrants that he/she has full authority to execute the Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

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

MOTOROLA SOLUTIONS, INC.

By:  _____

Print Name: Danny Sanchez

Print Title: Territory VP

Date: November 14, 2024

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Jim Renninger
Its Chairman

Date: _____

ATTEST:

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

ATTACHMENT 1



Clay County BOCC

Sleepy Hollow Tower Replacement & Multiprotocol Label Switching (MPLS)

USFL24P258M

November 11, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

November 11, 2024

Dean Hane, MIS Director
Clay County Board of County Commissioners
477 Houston Street.
Green Cove Springs, FL 32043

Subject: Sleepy Hollow Tower Replacement & Multiprotocol Label Switching (MPLS)

Dear Dean,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Clay County BOCC with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the replacement of the Sleepy Hollow tower site and provides:

- A 480' Guyed Tower
- New antennas and transmission line for the Sleepy Hollow site.
- MW equipment and services to include the realignment of the dishes at the Ash Road and Sheriff's Office sites.
- Construction Services including Project Management.
- Sleepy Hollow site optimization post antenna cutover.
- A preventative maintenance check on the ASTRO system equipment at the Sleepy Hollow site.
- Multiprotocol Label Switching (MPLS) Solution for the Clay County Radio Network

Our proposal focuses on turnkey pricing and an expedient project timeline while meeting and exceeding your site development requirements. Motorola Solutions has tremendous experience in the design and deployment of Project 25 simulcast systems, and has implemented more countywide public safety simulcast systems and tower sites than all other vendors combined. In addition to these capabilities, we have assembled a team of experienced and qualified subcontractors and plan to utilize our preferred suppliers to ensure a quality, accelerated implementation.

Motorola Solutions' combination of unmatched experience and proven mission-critical technology offers the lowest risk decision for the County. When augmented with the capabilities and knowledge of your needs, we believe this proposal also offers the best overall value for the County. Unique elements of our proposal include:

Implementation - Motorola Solutions' project team for the County has previously worked together to successfully deploy multiple systems consisting of tower/site development and P25 system implementation; therefore, providing the County with the knowledge and continuity required for a successful deployment for all phases of your project. We are familiar with your team and system, and are committed to provide a continued high level of service for the County.



Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

Accelerated Implementation - Motorola Solutions will leverage our team's experience to develop an implementation schedule reflecting collaboration with the ongoing proposed site construction, while keeping in mind the current system operation is critical to public safety users in the county.

Motorola Advantages - Motorola will be responsible for the RF transition, optimization, and testing for Clay County's site equipment. Collocated tenants at the site will be responsible to connect their equipment to our included proposed antenna elements installed onto the new tower for them. When our team marries those tasks with the site zoning, environmental assessments and approvals, civil work for site preparation, implementation, and tower installation, Motorola can ensure quality metrics of installation and schedule performance to the benefit of the County.

This proposal shall be governed by the terms and conditions of the Clay County Agreement 2024/2025 for Public Safety Radio Tower Replacement at Sleepy Hollow. This proposal shall remain valid through December 13, 2024. Motorola would be pleased to address any concerns Clay County may have regarding the proposal. Any questions may be directed to your Motorola Account Executive, Eric Lazo, at 239-776-8143

We thank you for the opportunity to furnish Clay County BOCC with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read 'Daniel Sanchez', written over a light blue horizontal line.

Daniel Sanchez
Territory Vice President - Florida

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System Description

1.1 Sleepy Hollow Tower Replacement Overview

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the replacement of the Sleepy Hollow tower site and provides:

1.1.1 Equipment

- **New Sleepy Hollow Tower**
 - 480' Guyed Tower

- **Sleepy Hollow MW Equipment**
 - 6' Commscope MW Dishes
 - RR1, Tx WF Filters, 6 GHz
 - RR1, Rx WF Filters, 6 GHz
 - Eupen EU63 Elliptical Waveguide
 - Assorted MW Connectors and Hardware

- **Sleepy Hollow RF Subsite Equipment**
 - DS7C12P36UD Omnidirectional Antenna 11.5 DBD Gain
 - CC-807-11 Omnidirectional Antennas 10.5 DBD Gain
 - Tower-Top-Amplifier (TTA)
 - Assorted transmission line, connectors, polyphasers, and accessories
 - DB224 Omnidirectional VHF Antennas
 - DB420 Omnidirectional UHF Antennas
 - HAM Omnidirectional Antenna
 - 800 MHz Yagi Antennas
 - Control Station Yagi Antennas

- **Ash Road MW Equipment**
 - RR1, Tx WF Filter, 6 GHz
 - RR1, Rx WF Filter, 6 GHz

- **CCSO MW Equipment**
 - RR1, Tx WF Filter, 6 GHz
 - RR1, Rx WF Filter, 6 GHz

1.1.2 Sleepy Hollow Tower Replacement Services

Below is a high-level list of the services included in this proposal. Details on these services, and any additional services, can be found in *Section 2 - Sleepy Hollow Tower Replacement Statement of Work*.

- Site development services to include the necessary labor, architectural, engineering, and permitting services to install the new tower and system components at the Sleepy Hollow tower location
- MW services to include:
 - Installing the new MW antenna system at the new Sleepy Hollow tower and integrate to the existing microwave radio equipment in the existing shelter.
 - Realign the existing dishes at the Ash Road and Sheriff's Office tower locations to the new Sleepy Hollow tower.
- Preventative maintenance inspection of the current Sleepy Hollow tower ASTRO site equipment
- Project Management and Engineering services to include the cutover of the existing ASTRO site equipment from the antennas on the existing tower to the new antennas on the new tower
- Post-cutover, site optimization services for the ASTRO RF subsite at Sleepy Hollow
- Post-cutover, dismantling and removal of the existing Sleepy Hollow tower

1.1.3 Predictive Coverage Map

Motorola's 2016 contract commitment for the County's P25 Phase 1 trunked system coverage was configured as a single simulcast cell, using technology that complies with the latest applicable TIA-102 documents. The six-site design met the coverage requirements of the RFP by optimizing the configuration at the existing sites, resulting in 97% reliable countywide coverage for hip-mounted portable radios and in-building coverage for the buildings listed within the RFP. Shown below is a new predictive coverage map for Clay County's new planned Sleepy Hollow Tower site location.

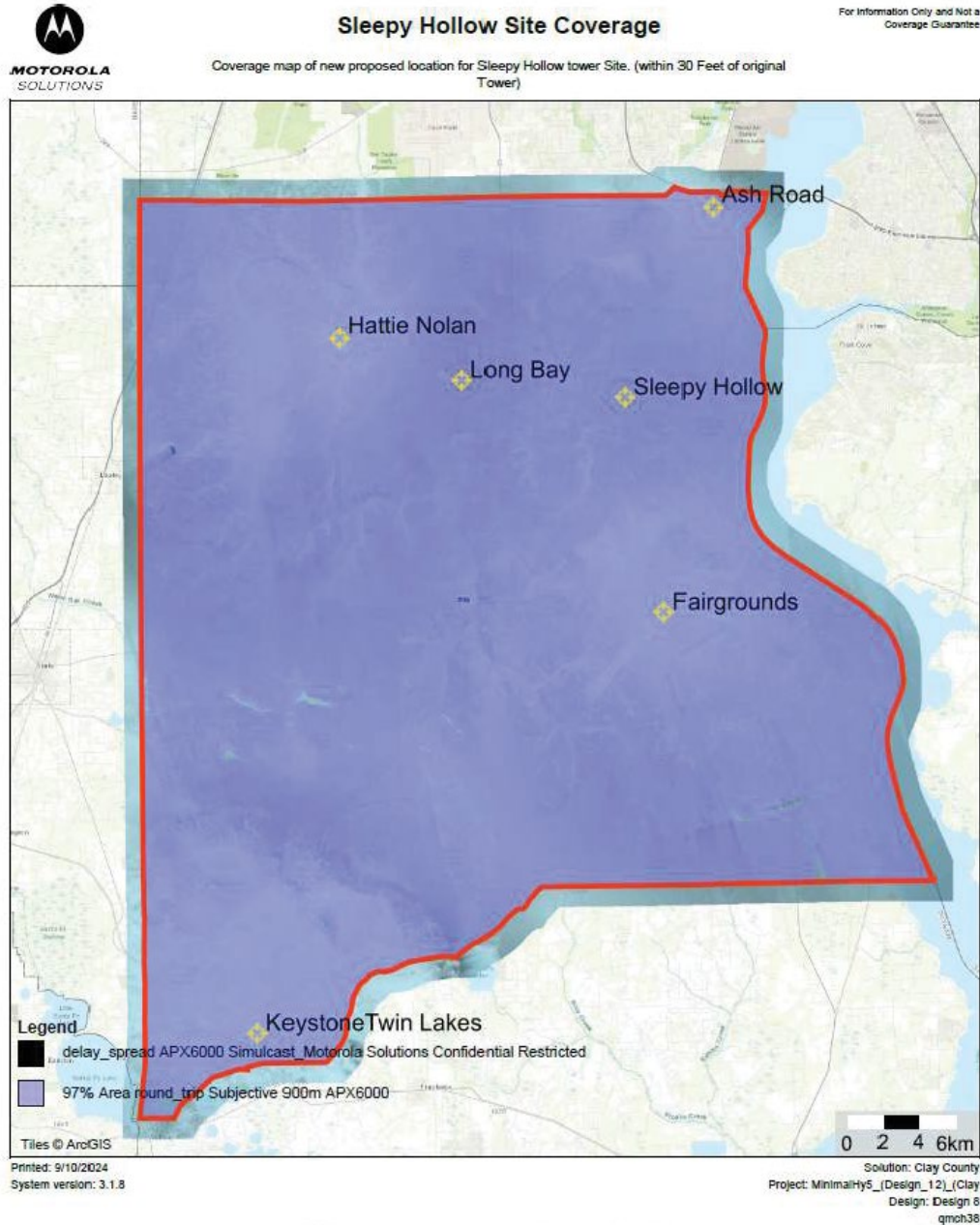


Figure 1-1: Predictive coverage map with new Sleepy Hollow Tower location included. For informational purposes only.

1.1.4 Sleepy Hollow Coverage Testing

As in 2023, when the County purchased a replacement of their Keystone tower from MSI, no coverage guarantee is being provided as part of this proposal. The new tower location is expected to be within 1 second of lat/long from the existing Sleepy Hollow tower location. Antenna models and mounting heights are remaining constant between the two towers, as is the base station equipment. Transmission line lengths may vary slightly, but at distances that are expected to have an immaterial effect on the coverage.

Prior to cutover to the new tower and antennas, a preventative maintenance check of the existing Sleepy Hollow ASTRO site base stations will be completed to ensure they are within manufacturer specifications. That preventative maintenance service has been included as part of this proposal. As part of this service the transmit power per channel will be captured from the output of the combiner.

To ensure that coverage is as consistent as possible between the two towers, the transmit power per channel out of the combiner will be rechecked during the cutover to the new antennas and transmission lines on the new tower and that data will be provided to the County. In addition, the line sweep data for the new transmission lines and current noise floor readings will also be provided to the County. If the power output per channel from the combiner meets the benchmarks that were captured during the initial preventative maintenance check, and the VSWR shown on the line sweeps for the new transmit transmission lines are within specification, then the coverage will be considered to have remained constant. This will negate the need for a CATP drive test to verify coverage. If the County would like to verify the coverage of the new Sleepy Hollow tower via a CATP drive test then MSI can be contracted to perform that service at an additional cost.

1.1.4.1 Troubleshooting Steps for Coverage Issues Post-Implementation

The following steps will be utilized if during the post-implementation warranty period Clay County experiences coverage concerns that are directly related to the Sleepy Hollow Tower relocation. Clay County will be responsible for identifying the area that is of concern and verifying that the coverage issue is related to multiple subscriber radios over a period of time that surpasses 48 hours. It should be noted that coverage can dynamically change by the minute due to environmental factors that are beyond the control of Motorola.

Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should Clay County's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue

1. Site Optimization
 - a. Verifying antenna and line sweeps against post-implementation documentation
 - b. Verifying base station operations are within manufacturer specifications
2. RF Environmental Impacts
 - a. Verifying noise floor readings at the Sleepy Hollow Tower site against post-implementation documentation

1.1.5 Preliminary Valmont Tower Design

1.1.5.1 Preliminary Tower Drawing

Listed below is the preliminary tower drawing for the 480' Guyed Tower with solid tubular components. A finalized tower schematic will be provided during project implementation.

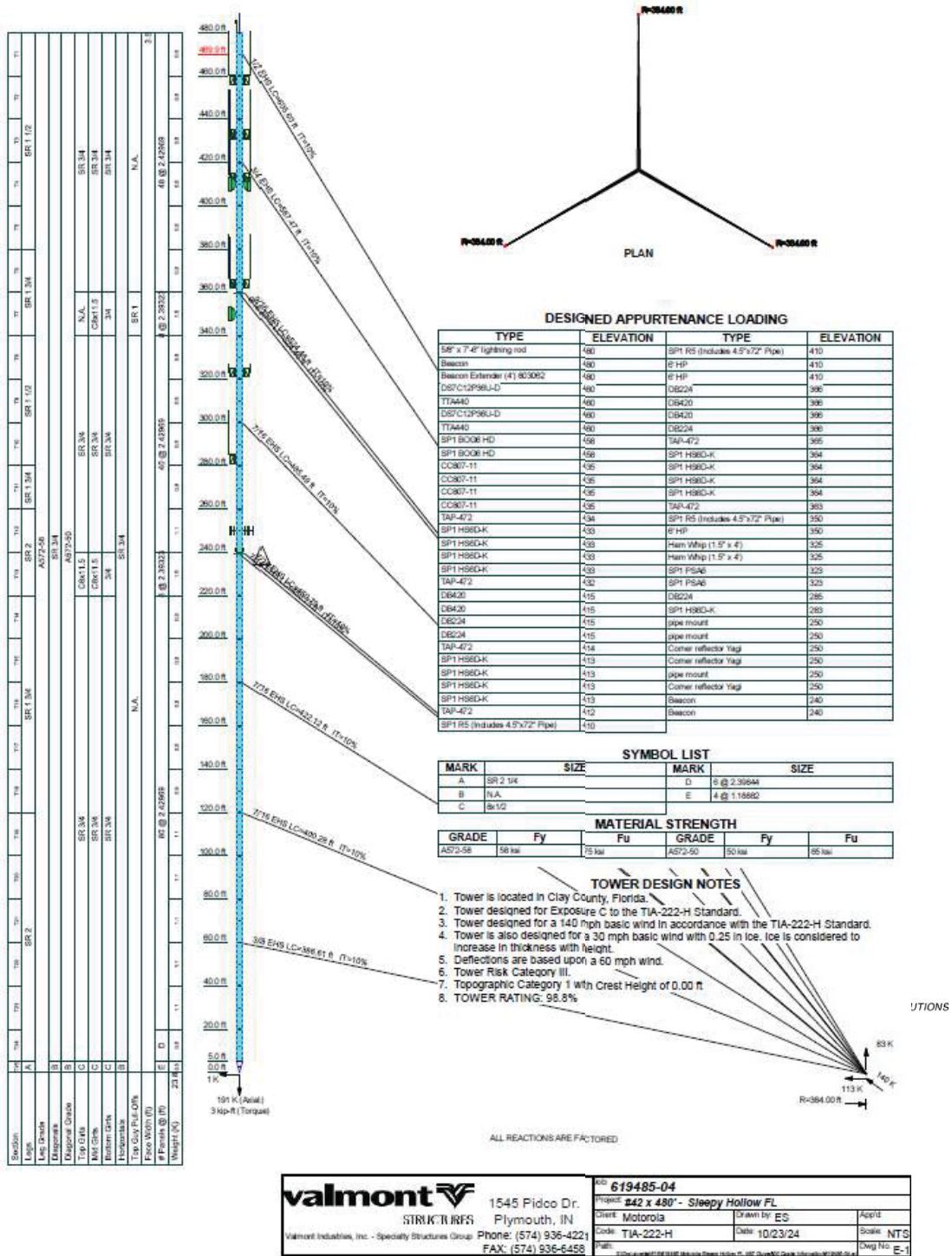


Figure 1-2: Preliminary Tower Design Drawing

1.1.5.2 Preliminary Tower Foundation Design

j1717516

PRELIMINARY DESIGN. NOT FOR CONSTRUCTION.

PAD AND PIER FOUNDATION SUMMARY

**Motorola
 Sleepy Hollow FL**

42 480
 A- 619485-03

v 2.0

Foundation Dimensions	
Pad width, W :	9.00 ft
Depth, D :	5.00 ft
Ext. above grade, E :	0.50 ft
Pier diameter, d_p :	3.50 ft
Pad thickness, T :	1.50 ft
Depth neglected, N :	5.00 ft
Volume, V_p :	5.93 cy

Soil Information Per:
Assumed as Sand Per TIA-222-H Annex F.

Material Properties	
Steel tensile str, F_y :	60000 psi
Conc. Comp. str, F'_c :	4500 psi
Conc. Density, δ :	150 pcf
Clear cover, cc :	3.00 in

Reinforcement Design	
pad, m_p :	9 bars
size, s_p :	6
vertical, m_v :	12 verticals
size, s_v :	7
tie qty, m_t :	7 ties
size, s_t :	4 w/ overlap

Site Parameters	
Soil unit weight, γ :	110 pcf
Ultimate Bearing, B_c :	4.000 ksf
Cohesion, C_o :	0.000 ksf
Friction angle, φ :	30.0 degrees
Ult. effective Pp:	0.330 pcf
Base sliding, μ :	0.20
Seismic Zone Cat:	B
Groundwater at:	none

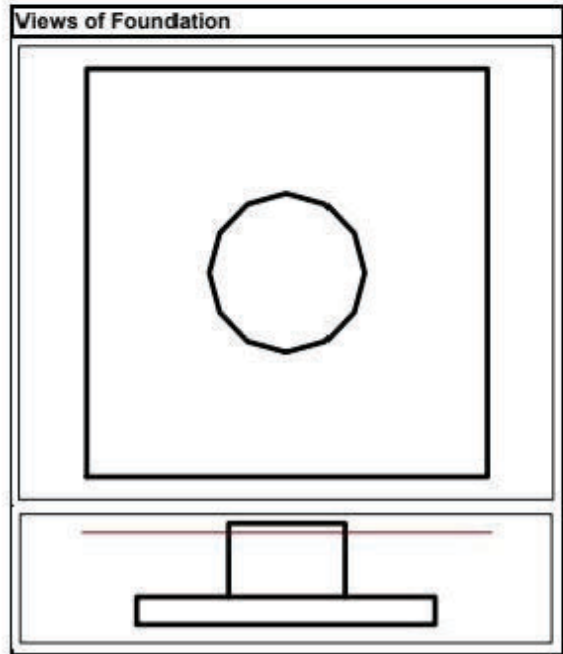
Backfill Compaction	
Lift thickness:	9 in
Compaction:	95 %
Standard Proctor:	ASTM D698

Tower design conforms to the following:

- * International Building Code (IBC)
- * ANSI TIA-222-H
- * Building Code Requirements for Reinforced Concrete (ACI 318-14)

* Rebar to be equally spaced, both ways, bottom only.
 * Use standees to support top rebar above bottom rebar in mat

Foundation Loading			
		stress ratio: 99.9%	mark up: 0.1%
Compression, C :	161.00 kips	x 1.001 =	161.16 kips
Shear, S :	3.00 kips	x 1.001 =	3.00 kips
Moment, M :	0.00 ft-kips	x 1.001 =	0.00 ft-kips



Anchor Notes:

- * Each anchor radii shall have a separate set of calculations. Please refer to these separate calculations.

Additional Notes:

- * See attached "Design Modifications" for further information.
- * See attached "Foundation Notes" for further information.

Figure 1-3: Preliminary Tower Pad Foundation Design

jl717516

PRELIMINARY DESIGN. NOT FOR CONSTRUCTION.

GUYED TOWER DEADMAN ANCHOR DESIGN

Motorola

42 480

Sleep Hollow FL

A- 619485-03

Guy Anchor Radius: 384 ft

Foundation Dimensions	
Depth, D_s	9.00 ft
Thickness, T_s	2.75 ft
Length, L_s	19.00 ft
Width, W_s	4.00 ft
Volume, V_s	7.74 yd ³ / Anchor
Volume for 3 Anchors:	23.22 yd ³ Total

Reinforcement Design (per anchor)	
Rebar Size, s_r	# 7
Top Mat Qty, m_t	5 bars
Front Mat Qty, m_f	4 bars
Total Bars per Anchor:	9 bars
Rectangular Tie Qty:	11 (#4 bars typ.)

* Includes top & bottom rebar in front corners

Anchor Steel Dimensions (Approx):	
Installation angle, ϕ_s	36.1 Degree
Length (Min.), L_{min}	16.55 ft

Foundation Loading	
stress ratio	99.00%
markup	1.00%
Uplift, U:	70 kips x 1.01 = 70.7 kips
Shear, S:	96 kips x 1.01 = 96.96 kips

Backfill Compaction	
Lift thickness:	12 in
Compaction:	98 %
Standard Proctor:	ASTM D698

Soil Information Per	
Assumed as Sand Per TIA-222-H Annex F.	

Material Properties	
Steel tensile str, F_y	60000 psi
Conc. Comp. str, F'_c	4500 psi
Conc. Density, δ_c	150 pcf
Clear cover, cc :	3.00 in

Tower design conforms to the following:
 * International Building Code (IBC)
 * ANSI TIA-222-H
 * Building Code Requirements for Reinforced Concrete (ACI 318-14)

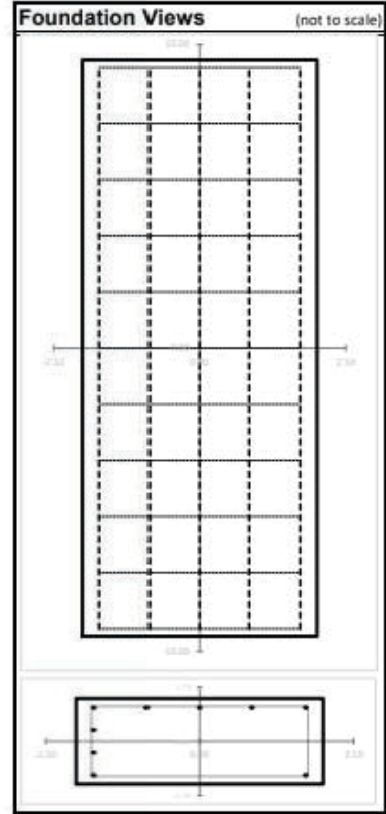


Figure 1-4: Preliminary Tower Deadman Anchor Design (384')

1.1.6 Table of the Proposed Antenna & Dish Models and Heights

Listed below is table of the proposed antenna and dish models. Heights and cable sizes are included.

Sleepy Hollow				
Microwave Dish Loading				
QTY	Model #	Elevation	Cable Size	Dish Size
1	Antenna, 6 GHz, High Perf, Low Profile, CPR137G, 5.9 - 7.1 GHz	410'	EU-63	6'
1	Antenna, 6 GHz, High Perf, Low Profile, CPR137G, 5.9 - 7.1 GHz	410'	EU-63	6'
Antenna Loading				
Qty	Specific Use	Model #	Elevation	Cable Size
1	700/800 Omni Ant	DS7C12P36U-D	460'	7/8"
1	Tower Top Amp	TTA440	460'	1/2"
1	700/800 Collinear Ant	CC807-11	435'	1 & 5/8"
1	700/800 Collinear Ant	CC807-11	435'	1 & 5/8"
1	CCFR VHF	DB224	415'	1/2"
1	MED 5 UHF	DB420	415'	7/8"
1	MED 8 UHF	DB420	366'	7/8"
1	COM MED VHF	DB224	366'	1/2"
1	HAM Omni	RFS BA1010-1	325'	1/2"
1	COA VHF	DB224	285'	1/2"
3	800MHz Yagi	YW09-7489	250'	1/2"
5	Control Station Yagi Antennas	Various - TBD	Various, all < 25'	3/8"

Table 1-1: MW Dishes and RF Antennas; models, cable sizes, and mounting elevations

1.1.7 Sleepy Hollow Microwave Design (MW)

Information on the new MW design to incorporate the new Sleepy Hollow tower location into the County's existing MW ring can be found in the below subsection

Please note, that the path studies completed during the design phase of this project were calculated using the best tools and environmental data available. However, these path studies are limited by being only a mathematical prediction based on specific assumptions and cannot account for every environmental anomaly that may affect path performance, such as unexpected tree growth and unaccounted terrain formations. To ensure the reliability of these proposed microwave links, a field path study will be performed. The microwave design is not finalized until these field path studies are completed following contract execution, and the results of the field studies may necessitate additional equipment, such as longer cable runs or additional Links in between sites. Furthermore, the process of frequency coordination/licensing may result in certain design changes such as replacing regular dishes with high performance dishes.

1.1.8 MW Executive Summary

The following is an assessment of the feasibility of a 6 GHz microwave path between the Sleepy Hollow Tower and the Sheriff's Office rooftop structure, as well as the Sleepy Hollow to Ash Road Tower.

Subsequent to a desktop review of the microwave path, the assessment indicates that if the path were installed today, tree clutter loss should be expected, which will reduce the fade margin and predicted average annual two-way path availability. With time, the tree growth will continue to add clutter loss, further reducing the fade margin and path availability, while potentially necessitating future remediation.

The Sleepy Hollow to Ash Road link (in a RING topography) does appear to meet at least the 99.999% (i.e. 5-nines) predicted average annual two-way availability. However, the Sleepy Hollow to Clay Sheriff Office link (in a RING topography) does not have the same level of confidence. Since the exact value of clutter loss cannot be determined, it is likely that the Sleepy Hollow to Clay Sheriff Office path will initially operate below Motorola Solutions Standard Practices for a microwave RING path, which is 99.999% (i.e. 5-nines) predicted average annual two-way availability, based upon all available simulation tools.

Motorola Solutions can therefore provide no guarantees as to the viability of this microwave path from Sleepy Hollow to Clay Sheriff Office, nor its suitability as the transport media for a mission critical public safety network. Motorola can offer no service or performance warranties, or future remediation work, on this microwave path should the client decide to move forward with this path installation as is.

1.1.9 Preliminary Path Profiles and Calculations

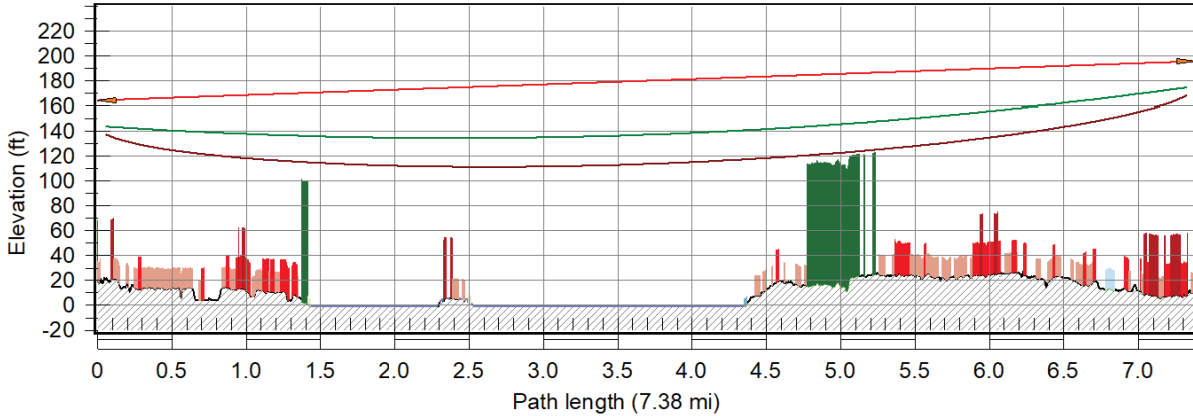
1.1.9.1 ASSESSMENT ASSUMPTIONS AND CAVEATS

All radio, ACU and antenna parameters provided by the microwave vendor represent guaranteed specifications (not typical specifications) as measured with a calibrated power meter at the transmitter output located at the waveguide or connection point to the antenna. Receiver specifications are measured as close to the receiver input as feasible, and measurements must meet or exceed the receiver threshold guaranteed specification at 1E-6 BER.

The throughput requirement for the path is 64 QAM (134 Mbps), and the radio is recommended to be configured to operate at ACM (adaptive code modulation), to account for signal degradation by reducing Mbps throughput (data throttle back) if needed, rather than the drop of the path.

1.1.9.2 Ash Road to new Sleepy Hollow Preliminary Path Profile

2- Sleepy Hollow - Ash Road



Sleepy Hollow Latitude 30 05 10.89 N Longitude 081 45 46.42 W Azimuth 24.98° Elevation 19 ft ASL Antenna CL 145.0 ft AGL	Frequency (MHz) = 6175.0 Main 1 K = 1.330 %F1 = 100.00 FH = 20.00 ft Main 2 K = 0.400 FH = 20.00 ft	Ash Road Latitude 30 11 00.42 N Longitude 081 42 38.95 W Azimuth 205.01° Elevation 11 ft ASL Antenna CL 185.0 ft AGL
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Note: This path meets all path design criteria without changing the ACL at Ash Road. This path meets 5-nines @ 64 QAM; 134 Mbps

	Worst month multipath		Annual multipath		Annual rain		Total annual (2 way)
64 QAM 134 Mbps	99.9996	99.9996	99.9999	99.9999	99.9999	99.9999	99.9997
32 QAM 105 Mbps	99.9998	99.9998	99.9999	99.9999	99.9999	99.9999	99.9999
16 QAM 90 Mbps	99.9999	99.9999	99.9999	99.9999	99.9999	99.9999	99.9999
16 QAM 76 Mbps	99.9999	99.9999	99.9999	99.9999	99.9999	99.9999	99.9999
8 QAM 64 Mbps	99.9999	99.9999	99.9999	99.9999	99.9999	99.9999	99.9999
QPSK 38 Mbps	99.9999	99.9999	99.9999	99.9999	99.9999	99.9999	99.9999

Multipath fading method - Vigants - Barnett
 Rain fading method - Crane

Table 1-2: Pathloss output for the annual availability for the Sleepy Hollow to Ash Road MW path.

1.1.9.3 New Sleepy Hollow to Sheriff's Office "AS IS"

The current MW dish height for this path is at its highest feasible point on the height-limited legacy rooftop tower at the Clay County Sheriff's Office. That current dish height is at 80' AGL. Per the County's request, the Sleepy Hollow mounting height has been simulated at the existing 410' height as it is installed today on the existing Sleepy Hollow tower. This was done to minimize the need to change the Sheriff's Office dish's alignment.

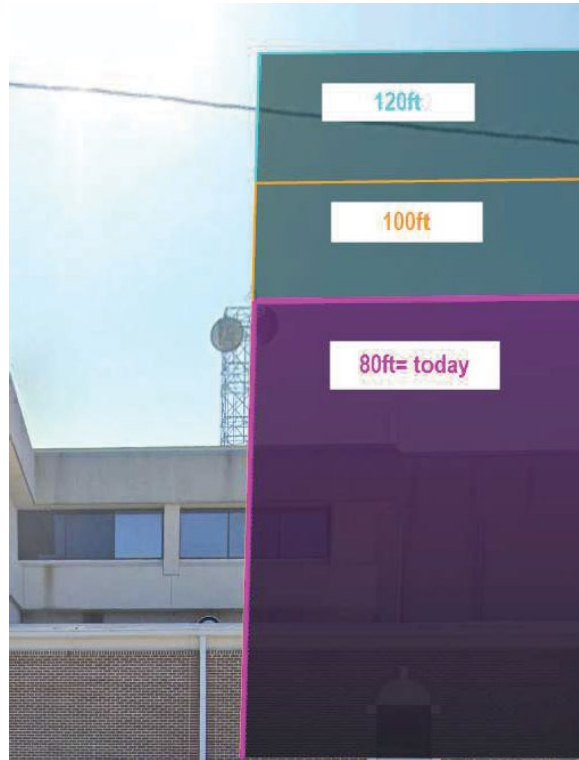


Figure 1-5: Google Earth™ Street-view approximation of the existing antenna structure at the Sheriff's Office. MW paths at various heights are shown.

The assessment is contingent on the accuracy of the Google EarthM ground elevations and clutter heights using the 3D function, and the age of the imagery.

The RF propagation loss due to trees and vegetation is dependent on many factors, including:

- The microwave frequencies used
- The species of trees in the path
- The distance of the tree clutter from the microwave antenna location
- The distance the microwave energy must penetrate the tree canopy
- The angle of the microwave path through the foliage
- The season
- Empirical data used in the clutter loss model and the specific clutter loss model used in the assessment

Some of these parameters are unknown, or at best, rough estimates.

In view of these assumptions, the results of the assessment can be highly variable, with the likelihood of being exceedingly optimistic.

1.1.9.4 Microwave Path Analysis

Using Google EarthM in 3D mode, the tree heights between the Clay County Sheriff's Office and the new Sleepy Hollow tower location, as well as the location of the existing tower today, were estimated to be above the 80' AGL height of the Sheriff's Office microwave mounts. This is based upon the date of the Google EarthM imagery. In accordance with Motorola Solutions standard practices, tree growth factors associated with deciduous, evergreen, and mixed growth trees were added for the path calculations. This is an estimate, and may vary depending on the current age and growth rates associated with the species of trees in the path. These values were included in the Pathloss calculation, and are shown below.

Type of Tree Growth	Maximum Tree Height
Deciduous Forest	85.6'
Evergreen Forest	118.4'
Mixed Forest	102.0'

Table 1-3: Tree Growth Types and Factors

Assuming a maximum antenna centerline height of 80' AGL at the Clay Sheriff's Office site, the path clearance, beginning at a distance of 0.26 KM from the tower and out to a 1 KM distance, indicates a potential for signal interference to the microwave path from trees. This would include the associated diffraction effects that degrade signal transmission and throughput. These effects are most likely to occur in various weather and temperature conditions, but have the potential to occur at any point during the year.



Figure 1-6: Link between the Clay County Sheriff's Office tower to the new Sleepy Hollow tower

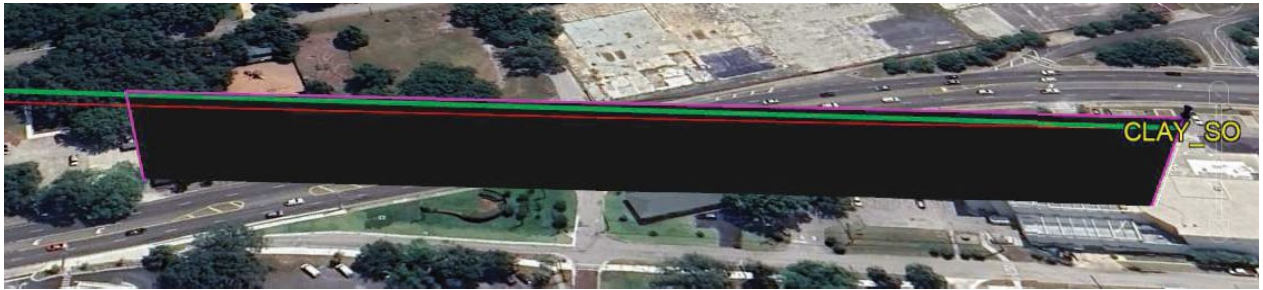


Figure 1-7: Polygon showing height of 80' extended outward down the link path until the first obstruction.

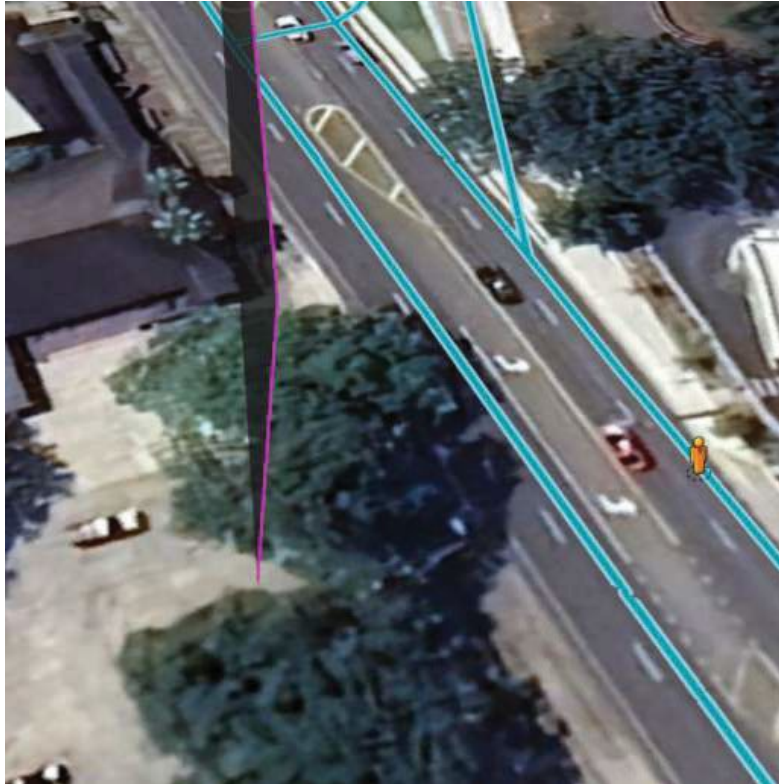


Figure 1-8: Approximate interference shown as no 3D imagery was available.



Figure 1-9: Approximate tree height from Google Earth shown as no 3D imagery was available.

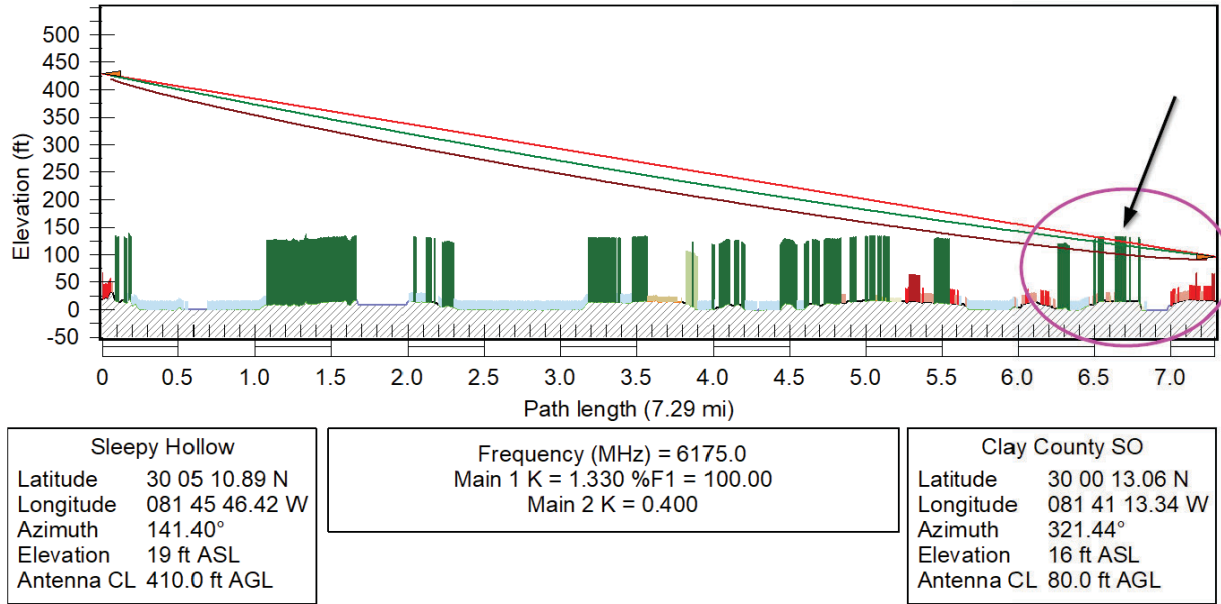


Figure 1-10: Tree heights near or above 80' extended path extrapolation

The resulting path would therefore have a negative magnitude of clearance. Motorola Solutions does not recommend implementation of microwave paths with this magnitude of negative clearance, since

the path availability will usually fall below our standard of 99.999% for predicted average annual 2-way path availability for a mission critical public safety MW ring topology network.

1- Sleepy Hollow - Clay County SO



Pathloss' simulated calculation for the link path between Sleepy Hollow to Clay Sheriff's Office.

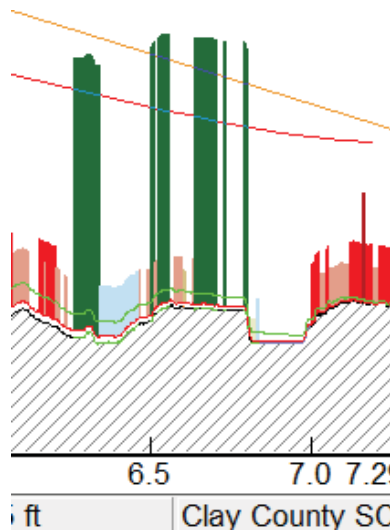


Figure 1-11: Pathloss graphical output showing tree obstructions between .26 - 1 KM of CCSO Tower location.

Frequency (MHz)	6175.00	
Polarization	Vertical	
Path length (mi)	7.29	
Free space loss (dB)	129.67	
Atmospheric absorption loss (dB)	0.10	
Diffraction loss	14.56	
Net path loss (dB)	77.27	77.27

Table 1-4: Pathloss output showing diffraction loss value of the Sleepy Hollow to CCSO MW path.

Motorola's Pathloss software's simulated calculation for the link path between Sleepy Hollow to Clay S.O. shows the same results. The GOLD and RED path for 1st and 2nd Criteria (matching vendor's analysis) using a standard tree growth, shows a path interference with a predicted diffraction loss of 14.56.

The Green and Brown paths are also blocked, further degrading signal throughput.

While this path may continue to perform for the immediate timeframe, inevitable sustained tree growth will have a detrimental effect on the signal quality, reliability, and year-long path availability. Therefore, 5-nines will not be guaranteed in this design using the customer's existing Clay Sheriff Office height. Only a 3-nines' can be predicted (there is no rounding to 4 figures, as the calculation has 6 significant figures).

	Worst month multipath		Annual multipath		Annual rain		Total annual (2 way)
64 QAM 134 Mbps	99.9851	99.9851	99.9948	99.9948	99.9999	99.9999	99.9897
32 QAM 105 Mbps	99.9941	99.9941	99.9979	99.9979	99.9999	99.9999	99.9959
16 QAM 90 Mbps	99.9967	99.9967	99.9989	99.9989	99.9999	99.9999	99.9977
16 QAM 76 Mbps	99.9977	99.9977	99.9992	99.9992	99.9999	99.9999	99.9984
8 QAM 64 Mbps	99.9983	99.9983	99.9994	99.9994	99.9999	99.9999	99.9988
QPSK 38 Mbps	99.9996	99.9996	99.9999	99.9999	99.9999	99.9999	99.9997

Multipath fading method - Vigants - Barnett
Rain fading method - Crane

Table 1-5: Pathloss output for the annual availability for the Sleepy Hollow to CCSO MW path.

Simulating obstruction fading indicates limited fading outage in seconds, but this is only a simulation tool, and weather conditions can result in signal impacts differently during day vs night, summer vs winter, etc.

1.1.9.5 Conclusion for New Sleepy Hollow to Sheriff's Office "AS IS"

Based on the information obtained from the sources cited in this document, the Pathloss analysis, Google Earth desktop review, and the assumptions and caveats listed above, Motorola Solutions does not recommend the use of this path in a mission critical public safety network, but encourages a physical site survey, and the removal of tree height obstructions.

Should the County elect to accept this proposal, which includes leaving the dish heights at the CCSO unchanged, then they do so with the understanding that Motorola Solution can provide no guarantees as to the viability of this microwave path to the Sleepy Hollow tower location, nor its suitability as the transport media for a mission critical public safety network. Motorola can offer no service or performance warranties, or future remediation work, on this microwave path.

1.1.10 New Sleepy Hollow to Sheriff's Office "MODIFIED"

There are alternative solutions in order to allow the Clay Sheriff Office (CCSO) to provide a clearance that is more typical of a new MW system deployment that meets Motorola's recommended design criteria and standard practices. A set of simulations were performed (paper-path study, not physical site study), which provided certain heights to mount the centerline of the Microwave dish.

The existing height is 80ft (24.3m) at CCSO. We looked at 100ft, 150ft, and 200ft.

In these simulations, we reduced the future tree growth to only a max of 16ft (5m), and increased the Fresnel Clearance loss of 2dB and Shadow/Fresnel Loss. In these simulations, both the signal quality was diminished and the future tree growth reduced, in order to see possible lowest centerline mountings.

When an alternative simulation height of 100ft (30m) was chosen, the simulation still did not pass as that height was just short of the necessary minimum clearances for 5-nine's availability performance.

When an alternative simulation height of 108.3ft (33m) was chosen, the simulation did pass, with Fresnel clearance blocked by 23ft, and Fresnel/Shadow loss of 1.6dB, but was still manageable for 5-nine's availability performance.

When an alternative simulation height of 124.7ft (38m) was chosen, the simulation did pass, with no Fresnel clearance blocked and no Fresnel/Shadow loss for 5-nine's availability performance.

While none of these are quoted from a MW vendor, nor a physical site survey, it gives a rough estimate of the need to raise a tower to 125ft minimum if attempting to use this existing pathlink. We understand this is not feasible, but we felt it was necessary to show how to 'reset the tree clock' for growth, as the system as originally designed now has new tree growth to contend with, and will only get worse in the future.

1.1.11 Sleepy Hollow to Fairgrounds for Ring/Loop closure

Should the CCSO site in the future no longer be needed, a tentative design study was done to see if the Sleepy Hollow tower had a clear line of sight path to Fairgrounds, and what the approximate dish heights would need to be. A simulated centerline was chosen at a height of 144ft (44m) @ Sleepy Hollow to a centerline mounting of 120ft (36.6m) at Fairgrounds for a 6GHz path without any diversity dishes. With that simulation, there was no Fresnel clearance loss or Fresnel/shadow loss, with a 15ft future tree growth prediction. Should the County wish to pursue further discussions, or alternative centerline discussions, for this or any other path, MSI would be glad to delve deeper.

1.2 MPLS Solution Description

Motorola's proposal includes a Nokia MPLS SAR - 8 to connect to your existing network, which will provide a highly reliable system of service routers and management software to deliver a wide range of Ethernet services to support your network requirements.

A Nokia IP/MPLS network, over microwave wireless transport or fiber optics, provides a reliable infrastructure to support mission critical voice, video, and data communications. Performance guarantees for critical IP applications such as P25 and video surveillance are enabled with an IP/MPLS converged network.

1.2.1 Nokia 7705 Service Aggregation Router Product Overview

The 7705 Service Aggregation Router (SAR) is an edge aggregation platform providing superior IP/MPLS and pseudo-wire capabilities. It addresses the need for a cost-effective, scalable transport solution. The 7705 SAR excels at concentrating traffic at hub sites, and adapting it to a normalized IP/MPLS infrastructure leveraging available media, especially scalable, cost-effective Ethernet. The 7705 SAR's quality of service, traffic management, provisioning and troubleshooting features make it possible for Clay County to enjoy a consistent, reliable transport capability. Its flexible, future-proof architecture will enable Clay County to address any future aggregation requirements.

The proposal of the 7705 SAR in the Clay County design brings the following benefits: Provides network re-convergence in tens of milliseconds using a strong suite of dynamic routing and recovery capabilities. Supports multiple services over a wide range of transport media including microwave, optical, copper and others. One-for-one hitless control and switch module failover.

The main components of the 7705 SAR are the chassis, Control and Switching Module (CSM), fan module, and adapter cards. The 7705 SAR shelf mounts in a 19-inch equipment rack. The 7705 SAR is powered by -48 VDC with dual power feeds. The 7705 SAR will include redundant CSM controller cards and redundant -48VDC power feeds. All the 7705 I/O cards and fan module are hot swappable.

The 7705 Service Aggregation Router optionally supports DS1, DS3, OC3, GE, 10 GE, xDSL, GPON and CWDM/DWDM interfaces, but one of the features that makes this different from other routers is its ability to support microwave radio awareness (MWA) with the Packet Microwave Card (PMC).

1.2.1.1 7705 SAR-8 Shelf

The SAR-8 Chassis is compact with modular flexibility. The top slots are reserved for redundant switch fabric and control processor modules (SF/CPM). The remaining 6 slots are used for a wide variety of Media Dependent Adapters (MDA) to interface and groom user traffic. The 7705 SAR-8 operates on -48 VDC and supports a dual feed input power.



Figure 1-12: Nokia SAR-8 MPLS Router

1.2.1.2 7705 SAR-8 Control and Switching Module

The Control and Switching Module (CSMv2) has three main functions, it provides the management and console interfaces to the 7705 SAR-8, synchronization interfaces for external synchronization input and output signals and control of the routing, switching, and services functions for the entire system.

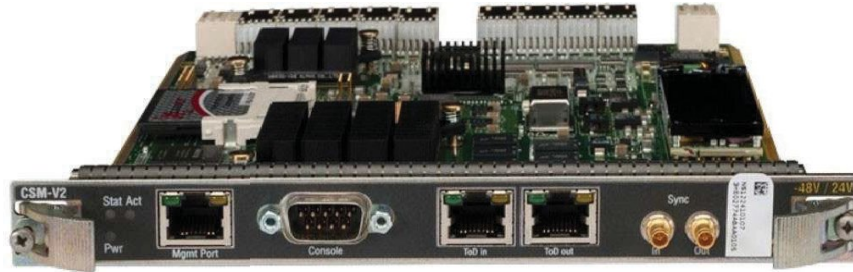


Figure 1-13: SAR-8 Control and Switching Module

1.2.1.3 7705 SAR-8 Packet Microwave Card

The 7705 Packet Microwave Card (PMC) has two RJ-45 ports (ports 1 and 2) and six SFP ports (ports 3 through 8). All ports provide 10/100/1000 Mb/s. Ports 1 through 4 support Microwave Awareness (MWA) and Ethernet/IP/MPLS networking; ports 5 through 8 support Ethernet/IP/MPLS networking only. All Gigabit Ethernet ports provide the same networking feature capability as the 8-port Gigabit Ethernet Adapter card. Each port has an associated LED that displays its activity and link status; additionally, the faceplate has separate LEDs to display the card's power and operational status. SFP ports 3 and 4 on each PMC provide connectivity to the Wavence MPT-HLC microwave transceiver.

1.2.2 The Motorola Solutions/Nokia MPLS Solution: Capabilities & Benefits of MPLS on a Microwave Network

Today many state and local government agencies have recognized the need for networks with more capacity and flexibility, which typically means a packet network. However, not all IP-based solutions are appropriate. Traditional IP and Ethernet networks lack the ability to optimize the use of network resources and the capability to react to network events fast enough to guarantee end-to-end QoS per application. To simultaneously support all mission-critical and non-mission-critical traffic, an IP/MPLS-based communications network is needed to support traffic that requires QoS levels beyond best effort.

By using MPLS, the County's network will get the best of both worlds — an IP network that has the robustness and predictability of a circuit-based network along with high capacity and support for bursty traffic. The Nokia IP/MPLS product we propose for Clay County leads the industry in reliability and OAM tools, which are key enablers for meeting the "always-on" requirement for mission-critical operations.

1.2.2.1 Future Proofing and Expansion

If new links need to be added to the system at a future time, the network doesn't need to be redesigned. The new links can be integrated and used without impacting operations.

1.2.2.2 Quality of Service

In most microwave systems, there are only 4-7 levels of priority, versus 64 potential levels in a MPLS network. This is critical when the backhaul is used to transport multiple services of varying importance on the network and gives more granular control and priority to those services.

The Service Router Operating System (SR OS) software provides superior quality of service (QoS) on the 7705 SAR. The same level of deep buffering and support for ingress and egress shaping that is available on Nokia's edge and core routing platforms is also available on the 7705 SAR aggregation platform. Consistency of traffic engineering and shaping across the network provides higher packet routing performance overall with differentiated service treatment. This facilitates the prioritization of traffic for mission-critical network operators. SR OS software allows for advanced service offerings, and delivers efficient network resource usage.

1.2.2.3 Services Based versus Layer 2 Switching or Layer 3 Routing

In a Layer 2 microwave all traffic is switched through the network. VLANs cannot be overlapped or reused for various applications or customer traffic. The same applies for Layer 3 routing networks on a microwave system. MPLS brings in the terminology of services. Traffic on a MPLS network can be any type of traffic, whether Layer 2 or 3. Services are isolated between customer applications and networks. Essentially this allows for overlapping networks while being able to share a single common carrier media. Services are broken up into three main types. There are many more service types but the primary services are below.

Virtual Private Wire Services (VPWS), which emulates a wire across a large geographic area.

Virtual Private LAN Switching (VPLS), which allows for what appears as a traditional switching environment, but maintains separate Forwarding databases based on the service it belongs to.

Virtual Private Routed Network (VPRN), which appear to the user as a router. The benefit is each routed instance is virtual and Layer 3 routed environments can be duplicated across a network and are isolated to a unique Virtual Routing and Forwarding (VRF) instance.

1.2.2.4 Layer 2 Microwave Alone versus Layer 2 Microwave with MPLS

The potential for an equipment failure or human error can cause a network broadcast storm in a Layer 2 network without MPLS. Essentially these failures will not only affect the device that the source of the problem is connected to, but the entire Layer 2 network. With MPLS, these network failures cannot occur or bring down critical network infrastructure network traffic. The Microwave links are configured as Point-to-Point links and the MPLS gear is placed between the ASTRO 25 infrastructure equipment and the microwave transceivers. The MPLS network blocks unwanted loops on any one link and provides the network with ring protection.

1.2.2.5 MPLS Ring Protection

The integrated network offers the necessary reliability to maintain uninterrupted operation for both voice and data traffic. A single failure on the network ring in any part of the network will not impact the network capabilities. By finding alternative routes quickly around the failure, the end users will not be affected or aware that a ring switch has occurred.

The use of IP/MPLS as a packet transport infrastructure provides rapid, deterministic failure accommodation in the network. Traffic engineering tools can be used offline to model single failures and ensure they can be accommodated. When one of the links fails, MPLS protection can switch the traffic to the other working link at speeds comparable to SONET architectures after detecting the link failure.

Although the County's ASTRO 25 traffic alone will never be enough (under the proposed design) to present this situation, if the traffic load were to exceed the capacity of the remaining link during a link failure, advanced traffic management mechanisms will ensure the protection of the higher priority traffic, with best-effort data being transmitted according to available excess bandwidth.

1.2.2.6 Traffic Prioritization

Another key benefit of MPLS is Traffic Prioritization. As discussed above, in a reroute scenario, the high priority MPLS connections will take precedence over lower priority traffic insuring mission critical traffic reaches its destination. However, traffic prioritization also provides benefits during normal operations.

The network operator will be able to define which traffic type or agency's traffic has priority. During periods of high traffic demand, important traffic will be guaranteed to reach its destination according to defined required requirements. A range of prioritization classifications is available. MPLS allows convergence over a common transport layer and dynamic bandwidth allocation, enabling low cost backhaul. Critical, time sensitive traffic (such as Land Mobile Radio) can be prioritized in an IP/MPLS tunnel in order to ensure it will reach its destination almost as if it was "wired" to the base station directly. Each service can have a specific bandwidth assignment for necessary or committed rate

and/or a peak information rate to burst up to as additional bandwidth comes available when other applications have finished communicating.

1.2.2.7 Network Traffic Shaping

Ports and devices can be assigned a restricted amount of bandwidth throughout the network, which in combination with QOS prevents low priority traffic from congesting any link on the network. Congestion is blocked at the input to the network based on assigned QOS profile.

It should be stressed that the proposed microwave solution has significantly more throughput capacity than required by the ASTRO 25 system, even in a link failure-and-reroute scenario. This means that congestion is never likely to occur unless the County were to introduce other (non-LMR) traffic to the transport system, but these capabilities will be available to the County nonetheless.

1.2.3 MPLS Migration Path

Implementing MPLS on an active ASTRO radio system and microwave network, and then converting them both from Layer2 to Layer3 operation, requires a multi-step process. The preliminary high-level overview of that process is listed below. A formal migration path/cutover plan will be provided during project implementation.

- Microwave preventative maintenance check
- Installation of the MPLS equipment
- Validate proper operation of the microwave and fiber networks
- MPLS equipment is configured to operate on the existing ASTRO system connections
- The existing microwave network is reconfigured to support MPLS
- The ASTRO radio system is reconfigured from Layer2 operation to Layer3 operation
- FATP on the MPLS equipment

No changes to the operational mode of the ASTRO radio network will change during the initial installation and reconfiguration of the microwave and MPLS equipment. The MPLS network will be configured in a way to support the existing connections for the ASTRO radio system. Once all microwave sites have been configured to support the MPLS network and all cabling is connected to the MPLS network, Clay County's ASTRO radio system's operation mode will be changed from Layer2 to Layer3.

Sites that have operational dual link routers should not be impacted during the Layer2 to Layer3 conversion process. Single link sites will be impacted while converting from Layer2 backhaul to Layer3 backhaul. If necessary, the impact would last an approximate 8-10 minutes while the existing site router reboots to the new configuration.

1.2.4 Proposed MPLS Equipment

The hardware for the MPLS option is as follows:

- (12) Nokia SAR-8 with Fan Module, Control Switch Modules, PMC Cards, AC Modules

- Ash Road
- Jail Tower
- Fairgrounds
- Hattie Nolan
- Keystone
- Long Bay
- OPD
- Sleepy Hollow
- CCSO Dispatch
- EOC Dispatch
- GPD Dispatch
- CCSO Fleet Office
- One (1) 24-port Switch
 - School Board Dispatch
- Two (2) Juniper Firewalls
 - Fairgrounds
 - CCSO Dispatch
- Spares
 - One (1) Nokia SAR-8
 - One (1) Juniper Firewall

1.2.5 Preliminary Network Drawing

Shown below is the preliminary network drawing for the proposed Clay County MPLS solution.

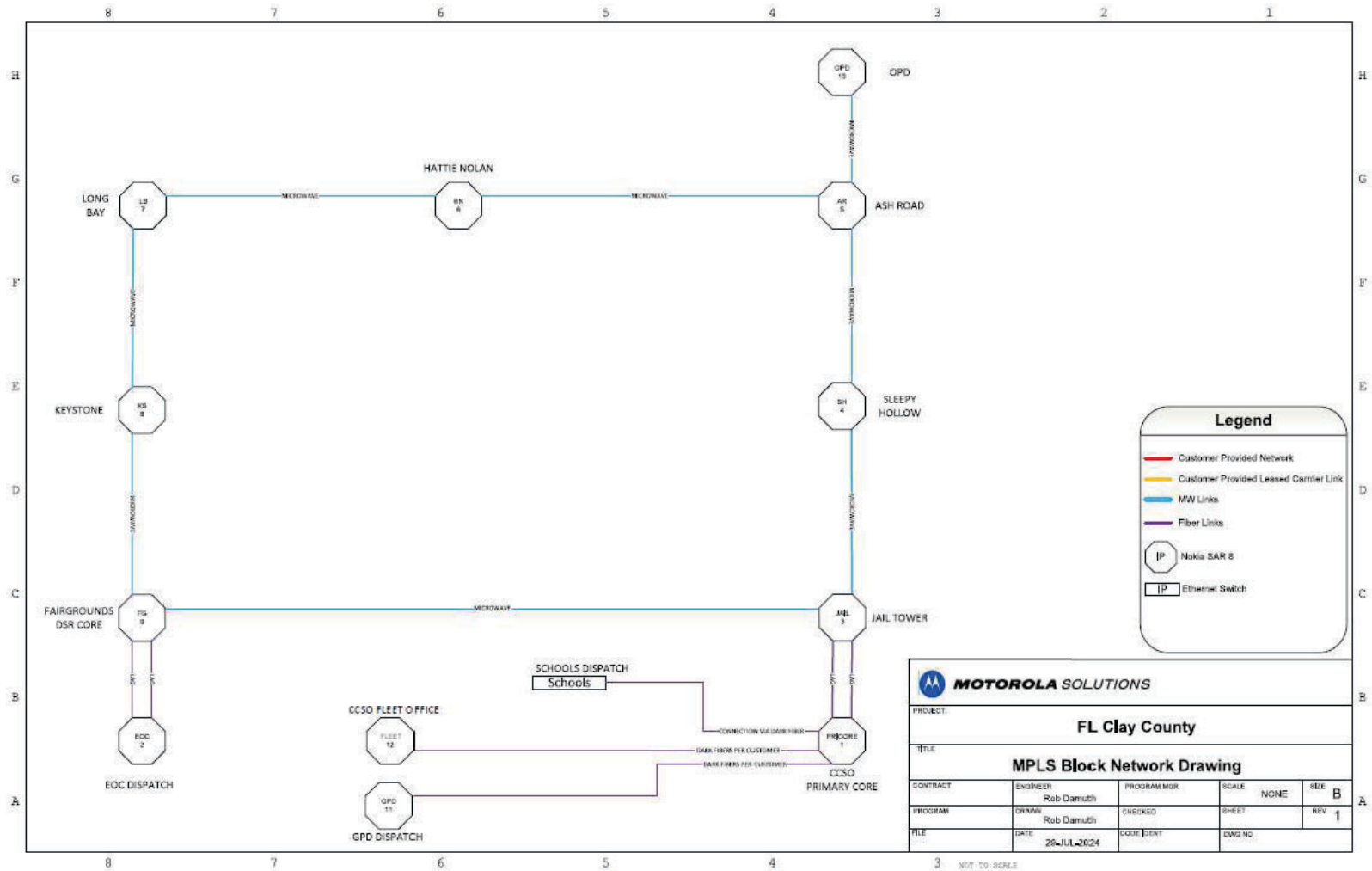


Figure 1-14: Proposed Clay County MPLS Network Diagram

System Description

Use or disclosure of this proposal is subject to the restrictions on the cover page.
 Motorola Solutions

Section 2

Sleepy Hollow Tower Replacement Statement of Work

Motorola is proposing to the Clay County BOCC the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Sleepy Hollow Tower Site	<ul style="list-style-type: none"> • <u>New 480' Tower</u> <ul style="list-style-type: none"> ○ New 480' Guyed Tower • <u>MW Equipment</u> <ul style="list-style-type: none"> ○ Two (2) 6' Commscope Mw Dishes ○ Two (2) RR1, Tx WF Filters, 6 GHz ○ Two (2) RR1, Rx WF Filters, 6 GHz ○ 755' Eupen EU63 Elliptical Waveguide ○ Assorted Mw Connectors And Hardware • <u>RFSubsite Equipment</u> <ul style="list-style-type: none"> ○ One (1) DS7C12P36UD Single Omnidirectional Antenna 11.5 dBd Gain ○ Two (2) CC-807-11 Single Omnidirectional Antenna 10.5 dBd Gain ○ One (1) Tower-Top- Amplifier (TTA) ○ Assorted Transmission Line, Connectors, Polyphasers, and Accessories ○ Three (3) DB224 Omnidirectional VHF Antennas ○ Two (2) DB420 Omnidirectional UHF Antennas ○ One (1) RFS BA101 -1, 146-164 MHz 2.1 dBi Omnidirectional Antenna ○ Three (3) RFI YW09-7489, 746-896 MHz Yagi Antennas ○ Five (5) Control Station Yagi Antennas and the associated transmission line and connectors
Ash Road Tower Site	<ul style="list-style-type: none"> • One (1) RR1, Tx WF Filter, 6 GHz • One (1) RR1, Rx WF Filter, 6 GHz
CCSO Tower Site	<ul style="list-style-type: none"> • One (1) RR1, Tx WF Filter, 6 GHz • One (1) RR1, Rx WF Filter, 6 GHz

The section delineates the general responsibilities between Motorola and the County as agreed to by contract. It is divided into 4 subsections:

1. Section 2.1 - Sleepy Hollow Site Development SOW
2. Section 2.2 - MW SOW for Sheriff's Office and Ash Road
3. Section 2.3 - Sleepy Hollow ASTRO RF Subsite SOW
4. Section 2.4 - Sleepy Hollow Preventative Maintenance Checklist

2.1 Sleepy Hollow Site Development SOW

2.1.1 Development at Sleepy Hollow Site

Site Scope Summary

- ◆ Engineering services for site drawings and regulatory approvals - Included.
- ◆ Site acquisition services - Not included.
- ◆ Zoning Services - Not included.
- ◆ New fenced compound/expansion size.
- ◆ Clearing type - Minimal
- ◆ New tower to be used for antennas - 480-foot guyed tower-field assembled.
- ◆ New tower foundation, Type - Base + 3 anchors.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a site and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural

Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction activity.

- Conduct up to 35-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of guyed tower base and each guy anchor point. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the "Site Plans" and document any deviations or violations.
- Prepare, submit and track application for local permit fees (electrical, building etc.), prepare FAA filings and procure information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform minimal clearing and grubbing.
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components based upon a Motorola typical design.
- Provide minimal grading in a 15-foot x 30-foot compound around each of 3 guy anchors to allow anchor installation.
- Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it.
- Supply and install gravel surfacing to a depth of 6 inches around each of 3 guy anchors, including herbicide treatment and geotextile fabric installation.
- Provide silt fence around the compound to control soil erosion.
- Supply and install 8-foot high chain-link fencing extension around the new tower area as required.
- Supply and install 8-foot high chain-link fencing with a four-foot wide gate around a 15-foot x 30-foot compound for each guy anchor.
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the new tower and bond to the existing compound and shelter ground. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter based upon a Motorola typical design.

Tower Work

- Construct tower foundations for a guyed tower (base and three anchors) including excavation, rebar and concrete per preliminary design requirements found in *Section 1.1.5.2 - Preliminary Tower Foundation Design*. Rock coring, concrete removal, extensive dewatering of foundations or hazardous material removal have not been included and will be considered extra.
- Erect new 480-foot guyed tower with strobe lighting.
- Supply and install grounding for the tower base for guyed towers
- Ground each of the 3 guy anchors using galvanized steel ground rods.

2.1.2 Antenna and Transmission Line Installation

Please refer to *Table 1-1* in *Section 1.1.6 - Table of the Proposed Antenna and Dish Models and Heights* for specifics on antenna quantities and models.

Motorola Responsibilities

- Supply and Install as proposed
 - Install one (1) DS7C12P36U-D or similar @ 460 Foot.
 - Install one (1) Tower Top Amp @ 460 Foot.
 - Install two (2) CC807-11 or similar @ 435 Foot.
 - Install one (1) DB224 or similar @ 415 Foot.
 - Install one (1) DB420 or similar @ 415 Foot.
 - Install one (1) DB224 or similar @ 366 Foot.
 - Install one (1) HAM radio Whip Style @ 325 Foot.
 - Install one (1) DB420 or similar @ 366 Foot.
 - Install one (1) DB224 or similar @ 285
 - Install three (3) Corner reflector Yagi style @ 250 Foot.
 - Install five (5) Yagi control station antennas @ various heights of less than 25'.
 - 6-foot side arm(s) for antenna mounts, as needed.
 - Two (2) 6-foot microwave dishes @ 410 Foot, as proposed for microwave loop connectivity. This task will be subcontracted to MNI the County's existing MW vendor.
- Perform sweep tests on transmission lines.
- Perform alignment, as necessary at both ends of each hop, of the included microwave paths to ensure that the microwave dishes are optimally positioned. This task will be subcontracted to MNI the County's existing MW vendor.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition. Connect grounding to the existing ground ring. Perform all work to meet the R56 standard specification.
- Supply and install new tower lights and cable. Lighting will be attached to the existing Sleepy Hollow site controllers.
- Decommissioning of Existing 480 foot Guyed Tower. Leave in place the existing foundation and guy points as well as the fencing around them. All other components of the tower will be removed.

2.1.3 Clay County Responsibilities:

- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Provide temporary space for staging of the construction equipment and tower steel delivery during construction of the new facilities (e.g. tower equipment, crane, vehicles, etc. as applicable)
- Conduct all the testing and documentation (balloon tests, photo simulations zoning application, expert testimony, zoning drawings etc.) required for the zoning the proposed new tower sites.
- Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports, etc.) between the proposed equipment locations.
- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.

2.1.4 Site Development Specific Assumptions:

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs will be borne by the County or site owner.
- Scope is based on National codes such IBC (International Building Code) or BOCA (Building Officials and Code Administrators). Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the County.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission.
- No access road or staging area improvements are required for the construction equipment and storage of equipment.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- In absence of a proper geotechnical report, foundations and subsurface conditions for tower design are based on Presumptive Sand soil parameters, as defined by EIA-222-H. Also, rock coring, piling, extensive dewatering of foundations, permanent casings or hazardous material removal has not been included.
- The new Tower will pass the FAA hazard study, zoning, FCC and environmental.

- The restoration of the site surroundings by fertilizing, seeding and strawing the disturbed areas will be adequate.
- Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e. - dish sizes and locations obtained from paper path studies). If after physical path studies, the dish sizes and locations change, then Motorola will then review the impact to tower structure and foundations and revise applicable costs.
- If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communications facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.
- For new towers greater than 200 feet in overall height, FAA obstruction lighting has been included. Painting of any new towers has not been included.
- A waiver to zoning requirements like setbacks, tower height limitations, etc. can be obtained.
- The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communications Sites (R56).
- Assumes the existing Utilities will not require relocation.
- Foundations for the compound, shelter, generator and fuel tank are based "normal soil" conditions as defined by TIA/EIA 222-H. Footings deeper than 30 inches, raised piers, rock coring, dewatering, hazardous material removal or wetland mitigation have not been included.
- AM tuning of towers has not been included in this proposal.
- Spoils from the tower foundations can be dispersed on the property and will not be required to be transported to a dump location.
- Motorola's proposal is conditioned upon the ability of Motorola to complete the project at the prices set forth herein. Due to significant market volatility and material price fluctuations in raw materials such as steel, copper, finished wood, crushed stone and concrete, Motorola reserves the right to review all material pricing prior to placing any order for materials or equipment required for new towers or shelters and related civil materials at each site in order to verify price validity. In the event of a significant cost increase in material or equipment occurring during performance of the project through no fault of Motorola, the contract price, time of completion and/or contract requirements shall be addressed in accordance with the Agreement.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire upgrade of the existing site to meet Motorola's R56 standards.

2.2 Microwave SOW

2.2.1 Microwave Services

Included services are listed below:

- Path and Site Survey

- Frequency coordination and FCC Licensing Assistance for revised microwave paths for Sleepy Hollow tower site
- Installation of Microwave antennas, transmission lines, and accessories at the new Sleepy Hollow Tower.
- Realignment of the existing MW dishes at the Ash Road and Sheriff's Office sites
- Program Management

2.2.2 Ash Road and Sheriff's Office MW Overview

In order to meet the specifications of the MW ring, the new Sleepy Hollow tower location will require the dishes to be realigned as necessary to the new Sleepy Hollow tower location.

2.2.2.1 Ash Road SOW

Services:

- Re-align dish path to the new Sleepy Hollow tower as appropriate.
- Replace Tx and Rx filters.

2.2.2.2 Sheriff's Office SOW

Services:

- Re-align dish path to the new Sleepy Hollow tower as appropriate.
- Replace Tx and Rx filters.

2.2.3 MW Specific Assumptions

- No structural analysis costs are included for the Sheriff's Office or Ash Road tower sites. It is assumed that the existing MW dishes at the Sheriff's Office and Ash Road site can simply be realigned while in place. If the dishes require movement, or additional materials not specifically outlined in this SOW, then there will be an added cost.
- All sites are accessible without the need of a 4-wheel drive vehicle.
- All existing and new sites and equipment locations will have adequate space for the new equipment as described.
- All sites will have suitable temperature control and lighting where work is to be performed or materials stored.
- Any re-routing or moving of existing apparatus will be billed as a change.
- Any required painting or welding will be provided and completed by others.
- No building coring is included in this proposal.
- Rack locations to be provided by the end customer.
- If remobilization is required, additional charges will apply.
- Quoted prices are based on a ten (10) hour work day seven days per week using non-union labor.
- No MW training is included in this proposal
- No customer witnessed factory staging is included within the proposal.
- Assumes that the preventative maintenance check on the entire Clay County MW system that has been quoted as part of the MPLS portion of this proposal is purchased at the same time.

Further information on this preventative maintenance check can be found in *Section 3 - MPLS Statement of Work*.

2.3 Sleepy Hollow ASTRO RF Subsite SOW

2.3.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola-supplied equipment listed in the beginning of *Section 2 - Statement of Work*.
- Perform a preventative maintenance inspection on the existing Sleepy Hollow tower ASTRO site equipment.
- FCC license modification filing assistance for Clay County owned P25 and VHF systems are included for the new tower location, but ultimately any FCC licensing requires the County's input as it is a transaction between the licensee (Clay County) and the FCC.
 - Frequency coordination and FCC license modification assistance for tenant non-Clay County owned systems are the responsibility of the tenant and are not included by Motorola Solutions.
- Provide replacement VHF & UHF antennas for the non-ASTRO system equipment currently located at the existing Sleepy Hollow tower site as specified in the proposal antenna matrix listed in *Section 1.1.6 - Table of the Proposed Antenna and Dish Models and Heights*.
- During the system cutover, Motorola will attach the antenna cabling to the polyphasers. The demarcation point of MSI's responsibilities for the non-ASTRO system related equipment will be at the polyphaser's antenna side connection point.
 - Any adjustment of the non-Clay County system equipment from the equipment to the polyphaser will be the responsibility of the County, or the incumbent equipment owners.
- Post-cutover site optimization for the Sleepy Hollow ASTRO system equipment.
- Schedule the implementation in agreement with the County.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide the County with the appropriate system interconnect specifications.

2.3.2 Clay County Responsibilities

The County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for the County include the following:

- Unless otherwise noted, provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Unless otherwise noted, obtain all other licensing, site access, or permitting required for project implementation.
- Coordinate with any other incumbents or tenants on the Sleepy Hollow tower site regarding the project schedule and the ordering of replacement antenna models and connectors for their respective system equipment.

- The County, or incumbent tenant equipment owners, will be responsible for making any necessary changes, or adjustments, between the non-Clay County owned related equipment and the polyphasers.
- The County, or incumbent tenant equipment owners, is responsible for making modifications to all other existing FCC licenses for the site not expressly included in this proposal.
- Provide required system interconnections.
- Coordinate the activities of all the County vendors or other contractors.

2.3.3 Assumptions

Motorola has made several assumptions in preparing this proposal:

- Assumes the existing P25 and VHF FCC licenses will only need to be modified for the new tower coordinates. Refiling and coordination fees are not included.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, HVAC, and site grounding to support the requirements of the system described.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the County.
- Except for the new proposed tower, Motorola has not included in this proposal a structural analysis report for the Ash Road or Sheriff's Office tower sites. Clay County is responsible to purchase/provide if additional analysis are determined necessary.
- Unless otherwise noted, approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the County.
- Any required system interconnections not specifically outlined here will be provided by the County. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- Coverage Acceptance Test Plan (CATP) testing is not included, therefore coverage is not guaranteed.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should Clay County's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola's proposal is conditioned upon the ability of Motorola to complete the project at the prices set forth herein. Due to significant market volatility and material price fluctuations in raw materials such as steel, copper, finished wood and concrete, Motorola reserves the right to review all material pricing prior to placing any order for materials or equipment required for new towers or shelters and related civil work at each site in order to verify price validity. In the event of a cost increase in material, equipment or energy occurring during performance of the project through no fault of Motorola, the contract price, time of completion and/or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the contract documents.
- Assumes that the information provided by the County currently at the Sleepy Hollow tower site is accurate. This would include antenna heights, antenna models, and transmission line type & length.

2.4 Sleepy Hollow Preventative Maintenance Checklist

RF SITE CHECKLIST - LEVEL 1	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.
Trunking Site Controller Redundancy, ASTRO® 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See below Subsection titled Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

A TRO 25 GTR ESS SITE PERFORMANCE
Antennas
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data
FDMA Mode
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA Mode
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

Section 3

MPLS Statement of Work

Motorola is proposing to the Clay County BOCC the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Ash Road	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router
Fairgrounds	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router One (1) Juniper Firewall
Hattie Nolan	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router
Keystone	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router
Long Bay	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router
OPD	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router
Sleepy Hollow	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router
Jail Tower	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router
CCSO Dispatch	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router One (1) Juniper Firewall
EOC Dispatch	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router
GPD Dispatch	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router
Maintenance Dispatch	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router
School Board Dispatch	<ul style="list-style-type: none"> One (1) 24-port Switch
Spare	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router One (1) Juniper Firewall

The document delineates the general responsibilities between Motorola and Clay County as agreed to by contract.

3.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Perform a preventative maintenance check of Clay County's existing microwave system.
- Perform the installation of the Motorola-supplied equipment described above.
- Schedule the implementation in agreement with Clay County.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.

- Provide Clay County with the appropriate system interconnect specifications.

3.2 Clay County BOCC Responsibilities

Clay County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for Clay County include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide required system interconnections. This would include all microwave and fiber/leased links.
 - Resolve any issues found during the preventative maintenance check of the microwave system prior to the implementation of the MPLS system.
 - Provide two dark fiber links;
 - One link between the GPD Dispatch and CCSO Dispatch sites.
 - One link between the CCSO Fleet Office and CCSO Dispatch sites.
 - Provide a POC for either the County's IT Team, or the School Board IT team, for the MSI implementation team to work with while adding the Ethernet switch at the School Board site which rides on the County's network.
- Provide access to the MSI project implementation team, to include subcontractors, for all installation areas.
- Coordinate the activities of all Clay County vendors or other contractors.

3.3 Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
 - At least two (2) available rack units of space within a 19" two-post equipment rack must be available at each location to support the proposed SAR-8 routers.
 - No racks are included within the scope of this proposal.
 - An additional two (2) rack units of space will be necessary if MSI needs to install the AC-to-DC Power supplies.
 - Assumes all installation areas currently conform to Motorola's R56 standards. All new installation work will be done to meet the R56 standard.
 - No 3rd-party R56 audits are included as part of this proposal.
- All existing sites, or equipment locations, will have adequate electrical power in the proper phase and voltage, site grounding, and HVAC to support the requirements of the system described.
 - Assumes that power is available to power a fiber connection between the MPLS router and the microwave equipment.

- Any site, tower, or location upgrades or modifications are the responsibility of Clay County.
 - Assumes no structural work to the buildings, shelters, or towers is required.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Clay County.
- No hardware modifications to the existing microwave equipment is included within this proposal's scope.
- Any modification to the supported sites prior to implementation will likely require an equipment or services change order.
- Motorola is responsible for installing the cabling between the microwave equipment and the MPLS routers.
- Assumes Clay County has access to the installation areas and is authorized to install the equipment in the installation areas.
- Any required system interconnections not specifically outlined here will be provided by Clay County. These may include dedicated phone circuits, microwave links, fiber links, or other types of connectivity.
 - Assumes all layer 1 media is in proper working order prior to project implementation. This would include all microwave and fiber links.
 - The resolution of any issues found with the existing MNI microwave system during the preventative maintenance check are outside the scope of this proposal and would be the County's responsibility to resolve. The preventative maintenance check for the microwave system is included as part of this proposal.
 - MSI can be contracted to resolve any issues that are found with the microwave system during the preventative maintenance check.
 - Any issues found with the existing County provided fiber links will be the responsibility of Clay County to resolve.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the Clay County system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

3.4 Microwave Preventative Maintenance Documentation

Per the County's, request MSI has included documentation from our MW partner on the types of documentation that are produced during a MW preventative maintenance check. There are two documents provided; the ATP Template, and the Report Template.

3.4.1 MW ATP Template

Microwave NETWORKS			Proteus Radio Preventive Maintenance		
Site:		To:		Terminal Rack location:	
Customer:		Sales Order #:		Date:	
General Information					
Frequency	Hardware Configuration	Software Option	IF Bandwidth	Configuration	
6 GHz <input type="checkbox"/>	MX <input type="checkbox"/>	ACM <input type="checkbox"/>	MHz	NP	<input type="checkbox"/>
7, 8 GHz <input type="checkbox"/>	MXD <input type="checkbox"/>	DACS <input type="checkbox"/>	Data Rate	MHSB	<input type="checkbox"/>
11 GHz <input type="checkbox"/>	8 DS1 <input type="checkbox"/>	SHARP CH (1-8) <input type="checkbox"/>	Mbps	\$PDIV	<input type="checkbox"/>
13 GHz <input type="checkbox"/>	3DS3 / 28DS1 <input type="checkbox"/>	(1 SHARP CH = 4 T1 DROPS)	Primary IP Address	DC INPUT	
15 GHz <input type="checkbox"/>	4DS3 <input type="checkbox"/>			+24 VDC	<input type="checkbox"/>
18 GHz <input type="checkbox"/>	OC3 <input type="checkbox"/>			-24 VDC	<input type="checkbox"/>
23 GHz <input type="checkbox"/>	ETHERNET <input type="checkbox"/>			-48 VDC	<input type="checkbox"/>
26 GHz <input type="checkbox"/>	MICROBUS <input type="checkbox"/>				
38 GHz <input type="checkbox"/>	SHARP <input type="checkbox"/>		IP Subnet Mask		
Dehydrator					
Dehydrator Model:		Pressure Line 1		PSI	
Dehydrator Serial Number:		Pressure Line 2		PSI	
SPU and RF ODU					
Unit	Part #	Serial #	Firmware		
CU Primary					
CU Secondary					
RFU Primary					
RFU Secondary					
SPU					
TX Measurements		RF Primary		RF Secondary	
Labeled TX Frequency		MHz		MHz	
Indicated On Screen TX Frequency		MHz		MHz	
Measured TX Frequency		MHz		MHz	
Indicated On Screen TX Power		dBm		dBm	
Measured TX Power at TX Monitor Port		dBm		dBm	
ATPC Enabled		YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
RX Measurements		RF Primary		RF Secondary	
Labeled RX Frequency		MHz		MHz	
Calculated RSL (PCN Data Sheet)		dBm		dBm	
Measured AGC Voltage at RF Shelf		VDC		VDC	
Indicated Display RSL (Calculated +/- 2 dB)		dBm		dBm	

3.4.2 MW Preventative Maintenance Report Template



Preventive Maintenance Report

(Month XX, XXXX of when report is sent)

Company Name:

Customer Contact Name:

MNI Field Engineers:	
Service Dates:	
Location:	
MNI Project Manager:	
Description: Preventive Maintenance – Site Audit	
Scope of Work	
<p>Summary:</p> <p>Preventative Maintenance (PM) was completed on the (CUSTOMER NAME) network in (MONTH, YEAR). The PM Forms, Chart Recorder Data, Radio Backups and final PM report are located at: MNI Cloud – (NAME OF FOLDER ON MNI CLOUD).</p> <p>PM / Site Audits – The following areas were audited for each site:</p> <ul style="list-style-type: none"> • Link Operation • Configuration • Radio Software / Firmware Update • Power System • Cabling • Environment (i.e. facilities, cleanliness, security, etc) • Overall Management (Microwave Networks Element Management System where applicable) • Spares Inventory • Frequency / Power testing (where applicable) <p>Documentation and System Backups:</p> <ul style="list-style-type: none"> • PM data sheet will be completed for each terminal • Radio backups will be performed for each terminal <p>Review of Radio Performance based on following criteria:</p> <ul style="list-style-type: none"> • RSL within +/- 2 dB of commissioned levels • No current alarms present • No BER issues observed during time of site audit <p>Customer clearance:</p> <ul style="list-style-type: none"> • Contact (Motorola) for entry into any site. • Re-confirm planned link disruptions with customer. 	

Section 4

Acceptance Test Plan

4.1 Sleepy Hollow Coverage Testing

No coverage guarantee is provided as part of this proposal. Prior to cutover to the new tower and antennas, a preventative maintenance check of the existing Sleepy Hollow ASTRO site base stations will be completed to ensure they are within manufacturer specifications. As part of this service the transmit power per channel will be captured from the output of the combiner.

To ensure that coverage is as consistent as possible between the two towers, the transmit power per channel out of the combiner will be rechecked during the cutover to the new antennas and transmission lines on the new tower and that data will be provided to the County. In addition, the line sweep data for the new transmission lines and current noise floor readings will also be provided. If the power output per channel from the combiner meets the benchmarks that were captured during the initial preventative maintenance check, and the VSWR shown on the line sweeps for the new transmit transmission lines are within specification, then the coverage will be considered to have remained constant.

4.2 MW Antenna Test Plan

Microwave Networks can conduct a wide range of on-site testing to meet the requirements. These tests are a subset of the tests performed during the manufacturing process and the factory system test. In addition to reconfirming the results of the tests performed in the factory, all of our on-site test plans include a measurement of received signal level (RSL) to ensure that the path is installed and aligned properly as well as an extended duration (typically 24 hr.) bit-error-rate (BER) test to verify that the hop is functioning properly. Additional testing, to meet specific requirements can be included upon request, but may incur additional cost.

4.3 MPLS

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that Clay County's solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during project implementation.

Please note that system interruption may occur during the FATP. The level of interruption will be dependent on how intrusive of an FATP Clay County would like to have performed on the MPLS system. The intrusiveness level of the FATP will be mutually agreed to by the MSI Project Manager, and the Clay County Radio System Manager, during project implementation.

Section 5

Service/Warranty

All Motorola supplied equipment comes with Motorola's standard 12-month warranty per Section 27 of the Agreement for Public Safety Radio Tower, Replacement at Keystone.

As part of this proposal, Motorola has included one year of Nokia's Warranty Services to cover the new Nokia MPLS equipment. An additional 4 years of Nokia's Warranty Services are listed as an option to purchase in *Section 8 - Pricing Summary*. Nokia's Warranty Services include the following:

- Hardware Maintenance Remote Tech Support
 - Required for all other services.
- Software Subscription
 - Allows the County access to download all new software updates for the Nokia MPLS routers.
- Advanced Exchange - NBD
 - Covers the Nokia MPLS hardware against any hardware defects.
 - Any issues found with the Nokia hardware will be replaced with the same model hardware the Next Business Day (NBD).

Please note that as a 3rd-party service Nokia's warranty coverage period begins on the date of shipment of the Nokia hardware.

Section 6

Preliminary Project Schedule

Listed below is the preliminary project schedule.

Month	MPLS	Sleepy Hollow Tower
1-2	Initiation, Planning, & CDR	Initiation, Planning, & CDR
3	MW Preventative Maintenance, & MPLS Equipment Manufacturing	MCA Preventative Maintenance on Sleepy Hollow ASTRO Equipment, MW Equipment Manufacturing, Pre-Construction Phase
4	MW Preventative Maintenance, & MPLS Equipment Manufacturing	MW Equipment Manufacturing, Pre-Construction Phase
5	MPLS Equipment Manufacturing	MW Equipment Manufacturing, Pre-Construction Phase
6	MPLS Equipment Manufacturing	MW Equipment Manufacturing, Pre-Construction Phase, Tower Manufacturing
7	MPLS Equipment Manufacturing	MW Equipment Manufacturing, Pre-Construction Phase, Tower Manufacturing
8	Receive, Inventory, & Stage MPLS Equipment	MW Equipment Manufacturing, Pre-Construction Phase, Site Prep, Tower Work
9	Implementation	MW Equipment Manufacturing, Tower work including A&L installation
10	Implementation & ATP	Tower Testing - Site Development Completion, Receive and Inventory MW equipment
11	Closeout	Installation of new MW Equipment, Readiness Review, Cutover
12		Beneficial Use System Acceptance
13		Dismantling of the existing Sleepy Hollow Tower
14		Closeout

Section 7

Equipment List

7.1 Sleepy Hollow Tower Replacement

This section lists the equipment necessary for the Sleepy Hollow tower replacement.

QTY	Nomenclature	Description
15	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DS4310M50V12N1	CO NECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DSWKU	WK U, UNIVERSAL WEATHERPROOFING KIT
515	DSEC750A	CO XIAL CABLE, "A" SERIES 1-5/8" 50 OHM CORRUGATED COPPER
2	DS4310F50V158N1	CO NECTOR, 4.3-10 FEMALE INTERFACE FOR EC7-50-A
9	DSGKS114	STANDARD GROUND KIT FOR 1 1/4" CABLES, 5' LEAD / UNATTACHED 3/8" TWO
3	DSHG158L	PRE-LACED HOISTING GRIP FOR 1-5/8IN AIRCELL COAX
18	DSBH158	BH-158 BUTTERFLY HANGER FOR 1-5/8 AIRCELL COAX, KG OF 10
1	DSTSX4310FMP	4.3-10 M/F BULKHEAD COAX RF SURGE PROTECTOR, 6 8MHZ - 2.7GHZ PIM
15	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
1	DS716M50V12N1	CO NECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50
1	DS4310M50V12N1	CO NECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
15	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DS4310M50V12N1	CO NECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DSWKU	WK U, UNIVERSAL WEATHERPROOFING KIT
515	DSEC750A	CO XIAL CABLE, "A" SERIES 1-5/8" 50 OHM CORRUGATED COPPER
2	DS4310F50V158N1	CO NECTOR, 4.3-10 FEMALE INTERFACE FOR EC7-50-A
9	DSGKS114	STANDARD GROUND KIT FOR 1 1/4" CABLES, 5' LEAD / UNATTACHED 3/8" TWO
3	DSHG158L	PRE-LACED HOISTING GRIP FOR 1-5/8IN AIRCELL COAX
18	DSBH158	BH-158 BUTTERFLY HANGER FOR 1-5/8 AIRCELL COAX, KG OF 10
1	DSTSX4310FMP	4.3-10 M/F BULKHEAD COAX RF SURGE PROTECTOR, 6 8MHZ - 2.7GHZ PIM
15	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET

QTY	Nomenclature	Description
1	DS716M50V12N1	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50
1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
15	DSEC450	COPPER CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
5	DSWKU	WATERPROOFING KIT, UNIVERSAL WEATHERPROOFING KIT
15	DSEC450	COPPER CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
540	DSEC550A	COPPER CABLE, "A" SERIES 7/8 IN 50 OHM CORRUGATED COPPER W/ BLACK PE
2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC5-50-A
10	DSGKC78	GROUND KIT FOR 7/8" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HOLES
3	DSHG78L	HOISTING GRIP, PRE-LACED, 7/8 IN CORRUGATED COAX
540	DSEC450	COPPER CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
1	DS4310F50V12N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC4-50
10	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HOLES
3	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH
18	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10
18	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRCELL COAX,PKG OF 10
2	DSTSXDC4310FM	DC PASS, BIDIRECTIONAL FEMALE/MALE 698MHZ - 2.7GHZ, PIM RATED
15	DSEC450HF	COPPER CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
1	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF
1	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF
15	DSEC450HF	COPPER CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
1	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF
1	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF
15	DSEC450	COPPER CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DSWKU	WATERPROOFING KIT, UNIVERSAL WEATHERPROOFING KIT
466	DSEC450	COPPER CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET

QTY	Nomenclature	Description
2	DS4310F50V12N1	CO NECTOR, 4.3-10 FEMALE INTERFACE FOR EC4-50
9	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO
3	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH
16	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10
15	DSEC450HF	CO XIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE ACKET
1	DSNM50B12X	CO NECTOR, N MALE INTERFACE FOR EC4-50-HF
1	DS4310M50B12X	CO NECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF
15	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DS4310M50V12N1	CO NECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DSWKU	WK U, UNIVERSAL WEATHERPROOFING KIT
335	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DS4310F50V12N1	CO NECTOR, 4.3-10 FEMALE INTERFACE FOR EC4-50
7	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO
2	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH
12	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10
15	DSEC450HF	CO XIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE ACKET
1	DSNM50B12X	CO NECTOR, N MALE INTERFACE FOR EC4-50-HF
1	DS4310M50B12X	CO NECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF
15	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DS4310M50V12N1	CO NECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DSWKU	WK U, UNIVERSAL WEATHERPROOFING KIT
515	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DS4310F50V12N1	CO NECTOR, 4.3-10 FEMALE INTERFACE FOR EC4-50
9	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO
3	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH
18	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10
15	DSEC450HF	CO XIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE ACKET
1	DSNM50B12X	CO NECTOR, N MALE INTERFACE FOR EC4-50-HF
1	DS4310M50B12X	CO NECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF

QTY	Nomenclature	Description
15	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DS4310M50V12N1	CO NECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DSWKU	WK U, UNIVERSAL WEATHERPROOFING KIT
515	DSEC550A	CO XIAL CABLE, "A" SERIES 7/8 IN 50 OHM CORRUGATED COPPER W/ BLACK PE
2	DS4310F50V78N1	CO NECTOR, 4.3-10 FEMALE INTERFACE FOR EC5-50-A
9	DSGKC78	CLI ON GROUND KIT FOR 7/8" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HOL
3	DSHG78L	HOISTING GRIP, PRE-LACED, 7/8 IN CORRUGATED COA
18	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRCELL COAX,PKG OF 10
15	DSEC450HF	CO XIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE ACKET
1	DSNM50B12X	CO NECTOR, N MALE INTERFACE FOR EC4-50-HF
1	DS4310M50B12X	CO NECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF
15	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DS4310M50V12N1	CO NECTOR, 4.3-10 MALE INTERFACE FOR EC4-50
2	DSWKU	WK U, UNIVERSAL WEATHERPROOFING KIT
415	DSEC550A	CO XIAL CABLE, "A" SERIES 7/8 IN 50 OHM CORRUGATED COPPER W/ BLACK PE
2	DS4310F50V78N1	CO NECTOR, 4.3-10 FEMALE INTERFACE FOR EC5-50-A
8	DSGKC78	CLI ON GROUND KIT FOR 7/8" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HOL
3	DSHG78L	HOISTING GRIP, PRE-LACED, 7/8 IN CORRUGATED COA
14	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRCELL COAX,PKG OF 10
15	DSEC450HF	CO XIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE ACKET
1	DSNM50B12X	CO NECTOR, N MALE INTERFACE FOR EC4-50-HF
1	DS4310M50B12X	CO NECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF
15	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DSNM50V12	CO NECTOR, N MALE INTERFACE FOR EC4-50
2	DSWKU	WK U, UNIVERSAL WEATHERPROOFING KIT
375	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DSNF50V12	CO NECTOR, N FEMALE INTERFACE FOR EC4-50
7	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO

QTY	Nomenclature	Description
2	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH
13	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10
1	DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE MT NM ANT NNA, NF EQUIPMENT SID
15	DSEC450HF	CO XIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE ACKET
2	DSNM50B12X	CO NECTOR, N MALE INTERFACE FOR EC4-50-HF
15	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DSNM50V12	CO NECTOR, N MALE INTERFACE FOR EC4-50
2	DSWKU	WK U, UNIVERSAL WEATHERPROOFING KIT
300	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DSNF50V12	CO NECTOR, N FEMALE INTERFACE FOR EC4-50
6	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO
2	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH
10	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM NT, NF EQUIP PIP, ASIG
15	DSEC450HF	CO XIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE ACKET
2	DSNM50B12X	CO NECTOR, N MALE INTERFACE FOR EC4-50-HF
15	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DSNM50V12	CO NECTOR, N MALE INTERFACE FOR EC4-50
2	DSWKU	WK U, UNIVERSAL WEATHERPROOFING KIT
300	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET
2	DSNF50V12	CO NECTOR, N FEMALE INTERFACE FOR EC4-50
6	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO
2	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH
10	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM NT, NF EQUIP PIP, ASIG
15	DSEC450HF	CO XIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE ACKET
2	DSNM50B12X	CO NECTOR, N MALE INTERFACE FOR EC4-50-HF
15	DSEC450	CO XIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER ITH BLACK PE JACKET

QTY	Nomenclature	Description
2	DSNM50V12	CONNECTOR, N MALE INTERFACE FOR EC4-50
2	DSWKU	WK U, UNIVERSAL WEATHERPROOFING KIT
300	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET
2	DSNF50V12	CONNECTOR, N FEMALE INTERFACE FOR EC4-50
6	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO
2	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH
10	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS FILTER, NF EQUIP PIP, ASIG
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET
2	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF
1	DS440030222	TTA 440, MOTOROLA C&DU (SA), 794-824MHZ, 16 PORT BYPASS TEST PORT ETHER
1	DS440030221	TTA 440, MOTOROLA TOWER TOP UNIT, 794-824 MHZ, 4.3-10 CONNS, AUTOQUAD
2	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS FILTER, NF EQUIP PIP, ASIG
1	DSDS7C12P36UD	764-869MHZ SINGLE 11.5DB GAIN SINGLE WITH DIN CONNECTOR,
2	DSCC80711P	OMNI, CORPORATE COLLINEAR, 10.5DBD, 746-870MHZ, PIM & 25KW PIP RATED
5264	DQ-TEMP-MICROWAVE1	Includes items 101-102 MNI RF
43040	DQ-TEMP-MICROWAVE1	Includes items 201-214 MNI ANT
1	DQ-TEMP-TOWER	Valmont 480-foot guyed tower-field assembled
3	DSYB80681	YAGI ELEMENT 9 DBD 806-896 MHZ N FEMALE

*Nomenclature above is subject to change.

**Please note, that the above equipment list does not include the three (3) DB224 VHF antennas, two (2) DB420 UHF antennas, and the HAM Omni antenna. It does include their necessary transmission line and connectors. Those six antennas are included in this proposal as part of the material and labor quote from the local MSI partner shop. In addition, the local MSI partner shop has also included on their quote the five (5) Yagi control station antennas along with the necessary transmission line, mounting equipment, and connectors for those five antennas.

7.2 MPLS

This section lists the equipment necessary for the MPLS solution.

QTY	Nomenclature	Description
42	DSMW3HE00062CB	SFP - GIGE ASE-T RJ45 R6/6 DDM -40/85C
25	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2} 48V
13	DSMW3HE02784PA	SAR RELEASE 21.X BASIC OS LICENSE
13	DSMW3HE06791AA	SAR-8 SHELF V2
13	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2} EXT TEMP -48VDC
28	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1} 3HE02782AA PMC, (4} 3HE0 062CB SFP
3	DS90111918	19" CANTILEVER FLUSH MOUNT SHELF, 18" DEPTH, BLACK
15	DSMW3HE00028CA1	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C
23	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING
23	DSMW3HE05838AA	250W 120/ 40V AC POWER CONVERTER
3	T8639	JUNIPER FIREWALL APPLIANCE
1	DSIGEX4100F24T	EX4100-F 2 -PORT PERP
1	DSIGSVCCPEX41F24T	CP SUP EX4100-F-24T SVCS
1	DSIGSFP1GELX	SFP OPTIC ODULE - 1G LX

*Nomenclature above is subject to change.

Section 8

Pricing Summary

Description	Price (\$)
480' Guyed Tower, Microwave, Antenna/Cabling, and MPLS System Integration Services	\$940,214
Total System	\$2,167,295
<i>Additional Motorola Offered Time Based Incentive*</i>	\$3,107,509
Sale Price	-\$487,500
	\$2,620,009

***Pricing valid through December 13th, 2024**

Nokia Services - Optional	Price (\$)
Year 2	\$26,514
Year 3	\$27,574
Year 4	\$28,677
Year 5	\$29,824

**Optional pricing is valid only if purchased at the time of initial purchase. If customer elects to purchase optional services at a later date, pricing is subject to change.*

8.1 Equipment Pricing Detail

QTY	Nomenclature	Description	Unit List (USD)	EXT LIST (USD)	Sourcewell Discount %	Unit Discount Applied	EXT Discount Applied
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$ 26.92	\$ 53.84	15.00%	\$22.88	\$ 45.76
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$ 43.40	\$ 86.80	15.00%	\$36.89	\$ 73.78
515	DSEC750A	COAXIAL CABLE, "A" SERIES 1-5/8" 50 OHM CORRUGATED COPPER	\$ 12.49	\$ 6,432.35	15.00%	\$10.62	\$ 5,467.50
2	DS4310F50V158N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC7-50-A	\$ 145.20	\$ 290.40	15.00%	\$123.42	\$ 246.84
9	DSGKS114	STANDARD GROUND KIT FOR 1 1/4" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO	\$ 33.50	\$ 301.50	15.00%	\$28.48	\$ 256.28
3	DSHG158L	PRE-LACED HOISTING GRIP FOR 1-5/8IN AIRCELL COAX	\$ 91.31	\$ 273.93	15.00%	\$77.61	\$ 232.84
18	DSBH158	BH-158 BUTTERFLY HANGER FOR 1-5/8 AIRCELL COAX,PKG OF 10	\$ 67.18	\$ 1,209.24	15.00%	\$57.10	\$ 1,027.85
1	DSTSX4310FMP	4.3-10 M/F BULKHEAD COAX RF SURGE PROTECTOR, 698MHZ - 2.7GHZ PIM	\$ 209.00	\$ 209.00	10.00%	\$188.10	\$ 188.10
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
1	DS716M50V12N1	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50	\$ 26.00	\$ 26.00	15.00%	\$22.10	\$ 22.10
1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$ 26.92	\$ 26.92	15.00%	\$22.88	\$ 22.88
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$ 26.92	\$ 53.84	15.00%	\$22.88	\$ 45.76
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$ 43.40	\$ 86.80	15.00%	\$36.89	\$ 73.78
515	DSEC750A	COAXIAL CABLE, "A" SERIES 1-5/8" 50 OHM CORRUGATED COPPER	\$ 12.49	\$ 6,432.35	15.00%	\$10.62	\$ 5,467.50

Pricing Summary

Use or disclosure of this proposal is subject to the restrictions on the cover page.
 Motorola Solutions

Clay County BOCC
 Sleepy Hollow Tower Replacement & Multiprotocol Label Switching (MPLS)

November 11, 2024
 USFL24P258M

QTY	Nomenclature	Description	Unit List (USD)	EXT LIST (USD)	Sourcewell Discount %	Unit Discount Applied	EXT Discount Applied
2	DS4310F50V158N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC7-50-A	\$ 145.20	\$ 290.40	15.00%	\$123.42	\$ 246.84
9	DSGKS114	STANDARD GROUND KIT FOR 1 1/4" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO	\$ 33.50	\$ 301.50	15.00%	\$28.48	\$ 256.28
3	DSHG158L	PRE-LACED HOISTING GRIP FOR 1-5/8IN AIRCELL COAX	\$ 91.31	\$ 273.93	15.00%	\$77.61	\$ 232.84
18	DSBH158	BH-158 BUTTERFLY HANGER FOR 1-5/8 AIRCELL COAX,PKG OF 10	\$ 67.18	\$ 1,209.24	15.00%	\$57.10	\$ 1,027.85
1	DSTSX4310FMP	4.3-10 M/F BULKHEAD COAX RF SURGE PROTECTOR, 698MHZ - 2.7GHZ PIM	\$ 209.00	\$ 209.00	10.00%	\$188.10	\$ 188.10
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
1	DS716M50V12N1	CONNECTOR, 7/16 DIN MALE INTERFACE FOR EC4-50	\$ 26.00	\$ 26.00	15.00%	\$22.10	\$ 22.10
1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$ 26.92	\$ 26.92	15.00%	\$22.88	\$ 22.88
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$ 26.92	\$ 53.84	15.00%	\$22.88	\$ 45.76
5	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$ 43.40	\$ 217.00	15.00%	\$36.89	\$ 184.45
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$ 26.92	\$ 53.84	15.00%	\$22.88	\$ 45.76
540	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50 OHM CORRUGATED COPPER W/ BLACK PE	\$ 6.16	\$ 3,326.40	15.00%	\$5.24	\$ 2,827.44
2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC5-50-A	\$ 38.50	\$ 77.00	15.00%	\$32.73	\$ 65.45
10	DSGKC78	CLIP ON GROUND KIT FOR 7/8" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HOL	\$ 34.00	\$ 340.00	15.00%	\$28.90	\$ 289.00
3	DSHG78L	HOISTING GRIP, PRE-LACED, 7/8 IN CORRUGATED COAX	\$ 82.69	\$ 248.07	15.00%	\$70.29	\$ 210.86
540	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 1,776.60	15.00%	\$2.80	\$ 1,510.11
1	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$ 26.92	\$ 26.92	15.00%	\$22.88	\$ 22.88

Pricing Summary

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 Motorola Solutions

Clay County BOCC
 Sleepy Hollow Tower Replacement & Multiprotocol Label Switching (MPLS)

November 11, 2024
 USFL24P258M

QTY	Nomenclature	Description	Unit List (USD)	EXT LIST (USD)	Sourcewell Discount %	Unit Discount Applied	EXT Discount Applied
1	DS4310F50V12N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC4-50	\$ 26.92	\$ 26.92	15.00%	\$22.88	\$ 22.88
10	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO	\$ 35.00	\$ 350.00	15.00%	\$29.75	\$ 297.50
3	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH	\$ 23.00	\$ 69.00	15.00%	\$19.55	\$ 58.65
18	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10	\$ 67.18	\$ 1,209.24	15.00%	\$57.10	\$ 1,027.85
18	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRCELL COAX,PKG OF 10	\$ 67.18	\$ 1,209.24	15.00%	\$57.10	\$ 1,027.85
2	DSTXDC4310FM	DC PASS, BIDIRECTIONAL FEMALE/MALE 698MHZ - 2.7GHZ, PIM RATED	\$ 242.00	\$ 484.00	10.00%	\$217.80	\$ 435.60
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	\$ 3.84	\$ 57.60	15.00%	\$3.26	\$ 48.96
1	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF	\$ 43.50	\$ 43.50	15.00%	\$36.98	\$ 36.98
1	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF	\$ 40.00	\$ 40.00	15.00%	\$34.00	\$ 34.00
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	\$ 3.84	\$ 57.60	15.00%	\$3.26	\$ 48.96
1	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF	\$ 43.50	\$ 43.50	15.00%	\$36.98	\$ 36.98
1	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF	\$ 40.00	\$ 40.00	15.00%	\$34.00	\$ 34.00
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$ 26.92	\$ 53.84	15.00%	\$22.88	\$ 45.76
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$ 43.40	\$ 86.80	15.00%	\$36.89	\$ 73.78
466	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 1,533.14	15.00%	\$2.80	\$ 1,303.17
2	DS4310F50V12N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC4-50	\$ 26.92	\$ 53.84	15.00%	\$22.88	\$ 45.76
9	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO	\$ 35.00	\$ 315.00	15.00%	\$29.75	\$ 267.75

Pricing Summary

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QTY	Nomenclature	Description	Unit List (USD)	EXT LIST (USD)	Sourcewell Discount %	Unit Discount Applied	EXT Discount Applied
3	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH	\$ 23.00	\$ 69.00	15.00%	\$19.55	\$ 58.65
16	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10	\$ 67.18	\$ 1,074.88	15.00%	\$57.10	\$ 913.65
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	\$ 3.84	\$ 57.60	15.00%	\$3.26	\$ 48.96
1	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF	\$ 43.50	\$ 43.50	15.00%	\$36.98	\$ 36.98
1	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF	\$ 40.00	\$ 40.00	15.00%	\$34.00	\$ 34.00
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$ 26.92	\$ 53.84	15.00%	\$22.88	\$ 45.76
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$ 43.40	\$ 86.80	15.00%	\$36.89	\$ 73.78
335	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 1,102.15	15.00%	\$2.80	\$ 936.83
2	DS4310F50V12N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC4-50	\$ 26.92	\$ 53.84	15.00%	\$22.88	\$ 45.76
7	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO	\$ 35.00	\$ 245.00	15.00%	\$29.75	\$ 208.25
2	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH	\$ 23.00	\$ 46.00	15.00%	\$19.55	\$ 39.10
12	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10	\$ 67.18	\$ 806.16	15.00%	\$57.10	\$ 685.24
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	\$ 3.84	\$ 57.60	15.00%	\$3.26	\$ 48.96
1	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF	\$ 43.50	\$ 43.50	15.00%	\$36.98	\$ 36.98
1	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF	\$ 40.00	\$ 40.00	15.00%	\$34.00	\$ 34.00
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$ 26.92	\$ 53.84	15.00%	\$22.88	\$ 45.76

Pricing Summary

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 Motorola Solutions

Clay County BOCC
 Sleepy Hollow Tower Replacement & Multiprotocol Label Switching (MPLS)

November 11, 2024
 USFL24P258M

QTY	Nomenclature	Description	Unit List (USD)	EXT LIST (USD)	Sourcewell Discount %	Unit Discount Applied	EXT Discount Applied
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$ 43.40	\$ 86.80	15.00%	\$36.89	\$ 73.78
515	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 1,694.35	15.00%	\$2.80	\$ 1,440.20
2	DS4310F50V12N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC4-50	\$ 26.92	\$ 53.84	15.00%	\$22.88	\$ 45.76
9	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO	\$ 35.00	\$ 315.00	15.00%	\$29.75	\$ 267.75
3	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH	\$ 23.00	\$ 69.00	15.00%	\$19.55	\$ 58.65
18	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10	\$ 67.18	\$ 1,209.24	15.00%	\$57.10	\$ 1,027.85
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	\$ 3.84	\$ 57.60	15.00%	\$3.26	\$ 48.96
1	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF	\$ 43.50	\$ 43.50	15.00%	\$36.98	\$ 36.98
1	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF	\$ 40.00	\$ 40.00	15.00%	\$34.00	\$ 34.00
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$ 26.92	\$ 53.84	15.00%	\$22.88	\$ 45.76
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$ 43.40	\$ 86.80	15.00%	\$36.89	\$ 73.78
515	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50 OHM CORRUGATED COPPER W/ BLACK PE	\$ 6.16	\$ 3,172.40	15.00%	\$5.24	\$ 2,696.54
2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC5-50-A	\$ 38.50	\$ 77.00	15.00%	\$32.73	\$ 65.45
9	DSGKC78	CLIP ON GROUND KIT FOR 7/8" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HOL	\$ 34.00	\$ 306.00	15.00%	\$28.90	\$ 260.10
3	DSHG78L	HOISTING GRIP, PRE-LACED, 7/8 IN CORRUGATED COAX	\$ 82.69	\$ 248.07	15.00%	\$70.29	\$ 210.86
18	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRCELL COAX,PKG OF 10	\$ 67.18	\$ 1,209.24	15.00%	\$57.10	\$ 1,027.85
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	\$ 3.84	\$ 57.60	15.00%	\$3.26	\$ 48.96

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QTY	Nomenclature	Description	Unit List (USD)	EXT LIST (USD)	Sourcewell Discount %	Unit Discount Applied	EXT Discount Applied
1	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF	\$ 43.50	\$ 43.50	15.00%	\$36.98	\$ 36.98
1	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF	\$ 40.00	\$ 40.00	15.00%	\$34.00	\$ 34.00
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
2	DS4310M50V12N1	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50	\$ 26.92	\$ 53.84	15.00%	\$22.88	\$ 45.76
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$ 43.40	\$ 86.80	15.00%	\$36.89	\$ 73.78
415	DSEC550A	COAXIAL CABLE, "A" SERIES 7/8 IN 50 OHM CORRUGATED COPPER W/ BLACK PE	\$ 6.16	\$ 2,556.40	15.00%	\$5.24	\$ 2,172.94
2	DS4310F50V78N1	CONNECTOR, 4.3-10 FEMALE INTERFACE FOR EC5-50-A	\$ 38.50	\$ 77.00	15.00%	\$32.73	\$ 65.45
8	DSGKC78	CLIP ON GROUND KIT FOR 7/8" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HOL	\$ 34.00	\$ 272.00	15.00%	\$28.90	\$ 231.20
3	DSHG78L	HOISTING GRIP, PRE-LACED, 7/8 IN CORRUGATED COAX	\$ 82.69	\$ 248.07	15.00%	\$70.29	\$ 210.86
14	DSBH78	BH-78 BUTTERFLY HANGER FOR 7/8 AIRCELL COAX,PKG OF 10	\$ 67.18	\$ 940.52	15.00%	\$57.10	\$ 799.44
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	\$ 3.84	\$ 57.60	15.00%	\$3.26	\$ 48.96
1	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF	\$ 43.50	\$ 43.50	15.00%	\$36.98	\$ 36.98
1	DS4310M50B12X	CONNECTOR, 4.3-10 MALE INTERFACE FOR EC4-50-HF	\$ 40.00	\$ 40.00	15.00%	\$34.00	\$ 34.00
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
2	DSNM50V12	CONNECTOR, N MALE INTERFACE FOR EC4-50	\$ 28.25	\$ 56.50	15.00%	\$24.02	\$ 48.03
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$ 43.40	\$ 86.80	15.00%	\$36.89	\$ 73.78
375	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 1,233.75	15.00%	\$2.80	\$ 1,048.69
2	DSNF50V12	CONNECTOR, N FEMALE INTERFACE FOR EC4-50	\$ 28.00	\$ 56.00	15.00%	\$23.80	\$ 47.60
7	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO	\$ 35.00	\$ 245.00	15.00%	\$29.75	\$ 208.25

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QTY	Nomenclature	Description	Unit List (USD)	EXT LIST (USD)	Sourcewell Discount %	Unit Discount Applied	EXT Discount Applied
2	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH	\$ 23.00	\$ 46.00	15.00%	\$19.55	\$ 39.10
13	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10	\$ 67.18	\$ 873.34	15.00%	\$57.10	\$ 742.34
1	DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE MT NM ANTENNA, NF EQUIPMENT SIDE	\$ 95.00	\$ 95.00	10.00%	\$85.50	\$ 85.50
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	\$ 3.84	\$ 57.60	15.00%	\$3.26	\$ 48.96
2	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF	\$ 43.50	\$ 87.00	15.00%	\$36.98	\$ 73.95
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
2	DSNM50V12	CONNECTOR, N MALE INTERFACE FOR EC4-50	\$ 28.25	\$ 56.50	15.00%	\$24.02	\$ 48.03
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$ 43.40	\$ 86.80	15.00%	\$36.89	\$ 73.78
300	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 987.00	15.00%	\$2.80	\$ 838.95
2	DSNF50V12	CONNECTOR, N FEMALE INTERFACE FOR EC4-50	\$ 28.00	\$ 56.00	15.00%	\$23.80	\$ 47.60
6	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO	\$ 35.00	\$ 210.00	15.00%	\$29.75	\$ 178.50
2	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH	\$ 23.00	\$ 46.00	15.00%	\$19.55	\$ 39.10
10	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10	\$ 67.18	\$ 671.80	15.00%	\$57.10	\$ 571.03
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG	\$ 182.00	\$ 182.00	10.00%	\$163.80	\$ 163.80
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	\$ 3.84	\$ 57.60	15.00%	\$3.26	\$ 48.96
2	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF	\$ 43.50	\$ 87.00	15.00%	\$36.98	\$ 73.95
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95

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Clay County BOCC
 Sleepy Hollow Tower Replacement & Multiprotocol Label Switching (MPLS)

November 11, 2024
 USFL24P258M

QTY	Nomenclature	Description	Unit List (USD)	EXT LIST (USD)	Sourcewell Discount %	Unit Discount Applied	EXT Discount Applied
2	DSNM50V12	CONNECTOR, N MALE INTERFACE FOR EC4-50	\$ 28.25	\$ 56.50	15.00%	\$24.02	\$ 48.03
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$ 43.40	\$ 86.80	15.00%	\$36.89	\$ 73.78
300	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 987.00	15.00%	\$2.80	\$ 838.95
2	DSNF50V12	CONNECTOR, N FEMALE INTERFACE FOR EC4-50	\$ 28.00	\$ 56.00	15.00%	\$23.80	\$ 47.60
6	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO	\$ 35.00	\$ 210.00	15.00%	\$29.75	\$ 178.50
2	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH	\$ 23.00	\$ 46.00	15.00%	\$19.55	\$ 39.10
10	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10	\$ 67.18	\$ 671.80	15.00%	\$57.10	\$ 571.03
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG	\$ 182.00	\$ 182.00	10.00%	\$163.80	\$ 163.80
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	\$ 3.84	\$ 57.60	15.00%	\$3.26	\$ 48.96
2	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF	\$ 43.50	\$ 87.00	15.00%	\$36.98	\$ 73.95
15	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 49.35	15.00%	\$2.80	\$ 41.95
2	DSNM50V12	CONNECTOR, N MALE INTERFACE FOR EC4-50	\$ 28.25	\$ 56.50	15.00%	\$24.02	\$ 48.03
2	DSWKU	WK-U, UNIVERSAL WEATHERPROOFING KIT	\$ 43.40	\$ 86.80	15.00%	\$36.89	\$ 73.78
300	DSEC450	COAXIAL CABLE, 1/2" 50 OHM CORRUGATED COPPER WITH BLACK PE JACKET	\$ 3.29	\$ 987.00	15.00%	\$2.80	\$ 838.95
2	DSNF50V12	CONNECTOR, N FEMALE INTERFACE FOR EC4-50	\$ 28.00	\$ 56.00	15.00%	\$23.80	\$ 47.60
6	DSGKS12	STANDARD GROUND KIT FOR 1/2" CABLES, 5' LEAD W/ UNATTACHED 3/8" TWO HO	\$ 35.00	\$ 210.00	15.00%	\$29.75	\$ 178.50
2	DSHG12L	PRE-LACED HOISTING GRIP FOR 1/2" STANDARD CABLES, EACH	\$ 23.00	\$ 46.00	15.00%	\$19.55	\$ 39.10

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QTY	Nomenclature	Description	Unit List (USD)	EXT LIST (USD)	Sourcewell Discount %	Unit Discount Applied	EXT Discount Applied
10	DSBH12	BH-12 BUTTERFLY HANGER FOR 1/2 AIRCELL COAX,PKG OF 10	\$ 67.18	\$ 671.80	15.00%	\$57.10	\$ 571.03
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG	\$ 182.00	\$ 182.00	10.00%	\$163.80	\$ 163.80
15	DSEC450HF	COAXIAL CABLE, 1/2" HIFLEX, 50 OHM WITH BLACK PE JACKET	\$ 3.84	\$ 57.60	15.00%	\$3.26	\$ 48.96
2	DSNM50B12X	CONNECTOR, N MALE INTERFACE FOR EC4-50-HF	\$ 43.50	\$ 87.00	15.00%	\$36.98	\$ 73.95
1	DS440030222	TTA 440, MOTOROLA C&DU (SA), 794-824MHZ, 16 PORT BYPASS TEST PORT ETHE	\$ 6,010.00	\$ 6,010.00	10.00%	\$5,409.00	\$ 5,409.00
1	DS440030221	TTA 440, MOTOROLA TOWER TOP UNIT, 794-824 MHZ, 4.3-10 CONNS, AUTOQUAD	\$ 6,403.00	\$ 6,403.00	10.00%	\$5,762.70	\$ 5,762.70
2	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG	\$ 182.00	\$ 364.00	10.00%	\$163.80	\$ 327.60
1	DSDS7C12P36UD	764-869MHZ SINGLE 11.5DB GAIN SINGLE WITH DIN CONNECTOR,	\$ 5,120.00	\$ 5,120.00	15.00%	\$4,352.00	\$ 4,352.00
2	DSCC80711P	OMNI, CORPORATE COLLINEAR, 10.5DBD, 746-870MHZ, PIM & 25KW PIP RATED	\$ 6,200.00	\$ 12,400.00	15.00%	\$5,270.00	\$ 10,540.00
5264	DQ-TEMP-MICROWAVE1	TEMPORARY PLACEHOLDER FOR SITE STRUCTURE: BACKHAUL: MICROWAVE VENDORS - NOKIA & AVIAT	\$ 2.20	\$ 11,580.80	10.00%	\$1.98	\$ 10,422.72
43040	DQ-TEMP-MICROWAVE1	TEMPORARY PLACEHOLDER FOR SITE STRUCTURE: BACKHAUL: MICROWAVE VENDORS - NOKIA & AVIAT	\$ 2.20	\$ 94,688.00	10.00%	\$1.98	\$ 85,219.20
1	DQ-TEMP-TOWER	Valmont 480-foot guyed tower-field assembled	\$ 447,732.00	\$ 447,732.00	5.00%	\$425,345.40	\$ 425,345.40
42	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C	\$ 231.00	\$ 9,702.00	15.00%	\$196.35	\$ 8,246.70
25	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V	\$ 2,450.00	\$ 61,250.00	15.00%	\$2,082.50	\$ 52,062.50
13	DSMW3HE02784PA	SAR RELEASE 21.X BASIC OS LICENSE	\$ 595.00	\$ 7,735.00	15.00%	\$505.75	\$ 6,574.75
13	DSMW3HE06791AA	SAR-8 SHELF V2	\$ 1,606.50	\$ 20,884.50	15.00%	\$1,365.53	\$ 17,751.83
13	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC	\$ 706.86	\$ 9,189.18	15.00%	\$600.83	\$ 7,810.80

Pricing Summary

Use or disclosure of this proposal is subject to the restrictions on the cover page.
 Motorola Solutions

Clay County BOCC
 Sleepy Hollow Tower Replacement & Multiprotocol Label Switching (MPLS)

November 11, 2024
 USFL24P258M

QTY	Nomenclature	Description	Unit List (USD)	EXT LIST (USD)	Sourcewell Discount %	Unit Discount Applied	EXT Discount Applied
28	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1} 3HE02782AA PMC, (4} 3HE00062CB SFP	\$ 4,847.04	\$ 135,717.12	15.00%	\$4,119.98	\$ 115,359.55
3	DS90111918	19" CANTILEVER FLUSH MOUNT SHELF, 18" DEPTH, BLACK	\$ 259.00	\$ 777.00	10.00%	\$233.10	\$ 699.30
15	DSMW3HE00028CA1	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C	\$ 696.50	\$ 10,447.50	15.00%	\$592.03	\$ 8,880.38
23	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING	\$ 167.08	\$ 3,842.84	15.00%	\$142.02	\$ 3,266.41
23	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER	\$ 996.04	\$ 22,908.92	15.00%	\$846.63	\$ 19,472.58
3	T8639	JUNIPER CONTROL ROOM FIREWALL	\$ 4,182.00	\$ 12,546.00	10.00%	\$3,763.80	\$ 11,291.40
1	DSIGEX4100F24T	EX4100-F 24-PORT PERP	\$ 1,770.54	\$ 1,770.54	15.00%	\$1,504.96	\$ 1,504.96
1	DSIGSVCCPEX41F24T	CP SUP EX4100-F-24T SVCS	\$ 520.04	\$ 520.04	15.00%	\$442.03	\$ 442.03
1	DSIGSFP1GELX	SFP OPTIC MODULE - 1G LX	\$ 172.26	\$ 172.26	15.00%	\$146.42	\$ 146.42
3	DSYB80681	YAGI ELEMENT 9 DBD 806-896 MHZ N FEMALE	\$ 276.00	\$ 828.00	15.00%	\$234.60	\$ 703.80
		Total:		\$ 940,214.11			\$ 850,650.82

Pricing Summary

Use or disclosure of this proposal is subject to the restrictions on the cover page.
 Motorola Solutions

Section 9

Contractual Documentation

This proposal shall be governed by the terms and conditions of the Clay County Agreement 2024/2025 for Public Safety Radio Tower Replacement at Sleepy Hollow.

ATTACHMENT 2

Amendment 2

System Acceptance Certificate

Customer Name: _____

Project Name:

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

- 1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
- 2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Certificate Of Completion

Envelope Id: 77A5AB1B85C04C0E915A3848ACCEA2C5	Status: Completed
Subject: Complete with Docusign: Sleepy Hollow Contract-Proposal Final 11-12-24 v2.pdf	
Source Envelope:	
Document Pages: 103	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Eric Lazo
Time Zone: (UTC-06:00) Central Time (US & Canada)	500 West Monroe
	Chicago, IL 60661
	eric.lazo@motorolasolutions.com
	IP Address: 140.101.164.255

Record Tracking

Status: Original	Holder: Eric Lazo	Location: DocuSign
11/14/2024 9:21:49 AM	eric.lazo@motorolasolutions.com	

Signer Events

Danny Sanchez
 daniel.sanchez@motorolasolutions.com
 Territory VP
 Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Drawn on Device
 Using IP Address: 140.101.164.246

Timestamp

Sent: 11/14/2024 9:34:28 AM
 Viewed: 11/14/2024 9:41:11 AM
 Signed: 11/14/2024 10:13:59 AM

Electronic Record and Signature Disclosure:

Accepted: 11/14/2024 9:41:11 AM
 ID: f25b9c1a-0bbe-4d20-bf27-7f53c97e4e63

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/14/2024 9:34:28 AM
Certified Delivered	Security Checked	11/14/2024 9:41:11 AM
Signing Complete	Security Checked	11/14/2024 10:13:59 AM
Completed	Security Checked	11/14/2024 10:13:59 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Motorola Solutions, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Motorola Solutions, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bryan.kurzynski@motorolasolutions.com

To advise Motorola Solutions, Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bryan.kurzynski@motorolasolutions.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Motorola Solutions, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bryan.kurzynski@motorolasolutions.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Motorola Solutions, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bryan.kurzynski@motorolasolutions.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Motorola Solutions, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Motorola Solutions, Inc. during the course of your relationship with Motorola Solutions, Inc..



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of the Lease Agreement with Urban Jacksonville, Inc., d/b/a Aging True Community Senior Services, for the lease of the following properties, for the term of 10/1/2024 through 9/30/2026, with the lessor paying \$1.00 per year as rent.

- A) 604 Walnut Street, Green Cove Springs, FL 32043
- B) 414 Stowe Avenue, Orange Park, FL 32073
- C) 3916 Section Street, Middleburg, FL 32068
- D) 125 Commercial Circle, Keystone Heights, FL 32656

Funding Source:
Revenue

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Lease Agreement in conjunction with the Funding Agreement with Urban Jacksonville, Inc., d/b/a Aging True Community Senior Services for FY24/25 and FY25/26.

Is Funding Required (Yes/No):
No

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

Funding Source:

-

Advanced Payment

Sole Source (Yes\No): (Yes\No):

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	11/20/2024 - 8:40 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of the FY 23/24 Funding Agreement with Urban Jacksonville, Inc., d/b/a Aging True Community Senior Services, to provide essential services and meal delivery services to the older population of Clay County, for the term of 10/1/2024 - 9/30/2026. Funding will be paid on a cash reimbursement basis monthly upon receipt of an invoice as follows:

- A) Essential Services - not to exceed \$49,065.33 per month for two-year agreement
- B) Meal Delivery Services - meals delivered per month, not to exceed \$50,000.00 per fiscal year

The County will also provide In-Kind Services includes building maintenance for the four properties leased by Aging True subject to availability of funding. Maximum amount of reimbursable funding for two-year agreement will not exceed \$1,277,568.00.

Funding Source:

General Fund - Aging True-Older Americans Act-Repairs & Maintenance

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The Federal Government has established a comprehensive program to provide essential services to the elderly citizens of the nation by the enactment of P.L. 89-73, 89th Congress, July 14, 1965. Urban Jacksonville, Inc. d/b/a Aging True Community Senior Services has been conditionally designated for the purpose of providing said services to the older population of Clay County.

Funding for essential services per fiscal year remains the same as in FY23/24 and will be paid on a cash reimbursement basis in monthly installments in the amount of \$49,065.33 upon submittal of an invoice for reimbursement, not to exceed \$1,177,568.00 during the two-year term of the Agreement.

Aging True has agreed to expand its meal delivery services and deliver meals to designated

site(s) as mutually agreed upon by the parties. The County agrees to reimburse Aging True for each meal delivered to the designated site(s) on a monthly basis upon submittal of an invoice with supporting documentation of the service. Reimbursement for meal delivery shall not exceed \$50,000.00 per fiscal year during the two-year term of this Agreement. The County will also provide In-Kind maintenance services for the four (4) properties leased by Aging True during the term of this Agreement.

Is Funding Required (Yes/No): **Yes**
If Yes, Was the item budgeted (Yes/No/N/A): **Yes**

Funding Source:
 General Fund - Aging True-Older Americans Act-Repairs & Maintenance
Account No:
 FD1000-CC1161-582150

Sole Source (Yes/No): **No**
Advanced Payment (Yes/No): **No**

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts Aging True Funding	Cover Memo	11/20/2024	Aging_True_Funding_Agreement_24-26ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	11/20/2024 - 8:40 AM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO.: 2024/2025- ____

**CLAY COUNTY
AND
URBAN JACKSONVILLE, INC. DBA
AGING TRUE COMMUNITY SENIOR SERVICES
FUNDING AGREEMENT FOR FISCAL YEARS 2024-2026**

This Funding Agreement for Fiscal Years 2024-2026 (“Agreement”) is entered into this ____ day of November, 2024, with retroactive effect to October 1, 2024, between Clay County, a political subdivision of the State of Florida (the “County”), and Urban Jacksonville, Inc. dba Aging True Community Senior Services, a Florida Not-For-Profit Corporation (“Aging True”).

RECITALS

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

WHEREAS, the Federal Government has established a comprehensive program to provide essential services to the elderly citizens of the nation by the Enactment of P.L. 89-73, 89th Congress, July 14, 1965, as amended; and

WHEREAS, Aging True has been conditionally designated for the purpose of providing essential services to the older population of Clay County, under the Provider Service Area (PSA) of the Northeast Florida Area Agency on Aging (ElderSource) through the State Department of Elder Affairs (DOEA); and

WHEREAS, Aging True currently administers facilities, programs, activities and services to support the successful living and aging of Clay County residents and operates four senior centers at the County-owned properties that it leases from the County under a separate Lease Agreement located at (1) 604 Walnut Street, Green Cove Springs, Florida 32043, (2) 414 Stowe Avenue, Orange Park, Florida 32073, (3) 3916 Section Street, Middleburg, Florida 32068, and (4) 125 Commercial Circle, Keystone Heights, Florida 32656; and

WHEREAS, Aging True, in implementing its responsibilities for the County, receives part of its financial needs from the Federal and State Governments and part from local sources within Clay County; and

WHEREAS, the services to elderly residents of the County provided by Aging True are properly a public purpose and concern of the County; and

WHEREAS, the County has determined that providing financial assistance to Aging True

will serve a public purpose sufficient to justify the expenditure of County funds and resources and desires to provide funding to Aging True as set forth herein.

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 County and Aging True do mutually agree as follows:

A. Term and Payment.

1. The above recitals are true and correct and are incorporated herein by reference.
2. This Agreement shall commence retroactively on October 1, 2024 and shall continue for a two year term through September 30, 2026, unless earlier terminated. The County may terminate this Agreement, with or without cause, within seven days written notice to Aging True. In the event that the Agreement is terminated without cause, Aging True will be reimbursed for expenses incurred in accordance with this Agreement prior to the notification of termination, if the County deems this reasonable under the circumstances.
3. For purposes of this Agreement, the County Representative shall be the County Manager, and the day to day point of contact shall be the County's Director of Community and Social Services, or designee(s).
4. The County, in consideration of Aging True's activities in providing essential services to the elderly of Clay County and for services rendered in connection with the Older American Act (Services), agrees to pay on a cash reimbursement basis to Aging True the total amount not to exceed \$1,177,568.00 during the two year term of this Agreement to be paid in monthly installments in the amount of \$49,065.33 each month subject to Aging True's submittal of an invoice for reimbursement with supporting documentation as set forth herein.
5. Aging True agrees to expand its meal delivery services and deliver meals to designated site(s) as mutually agreed upon by the County and Aging True. In consideration of Aging True providing such expanded meal delivery services to the designated site(s), the County agrees to reimburse Aging True for each meal delivered to the designated site(s) on a monthly basis subject to Aging True's submittal of an invoice for reimbursement with supporting documentation as set forth herein, and in no event shall such reimbursement exceed \$50,000.00 each year during the two year term of this Agreement. The County and Aging True agree to work together and cooperate to identify the designated site(s) and establish a reimbursement amount per meal which shall be set forth in writing once established. Such written authorization may be provided by the County Manager on behalf of the

County. Upon written authorization by both parties, such authorization shall automatically be deemed to be incorporated into this Agreement without the need for a formal amendment.

6. To be eligible for reimbursement, Aging True must submit an invoice for reimbursement along with the required supporting documentation on a monthly basis 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 County's Community and Social Services Director ("Director") by Email at claycares@claycountygov.com for approval of payment. All payments will be made in accordance with the provisions of the Local Government Prompt Payment Act. The invoice for reimbursement shall include the following information and supporting documentation:
 - a) The name, address and phone number, including payment remittance address.
 - b) Reference to this Agreement by its title and number as designated by the County.
 - c) Total amount being requested, the total amount previously requested, and the total amount paid to date.
 - d) Detailed itemization of the Services provided, including, but not limited to those addressed under Conditions in Section B below, which includes data to demonstrate how the older population in Clay County were served and/or programs provided.
 - e) Proof of payment as applicable (i.e., invoice and total billed and voided check or bank statement confirming payment).
 - f) Any additional documents, records, or information as needed that may be requested by the County.

7. Upon receipt of the invoice and supporting documentation, the Paying Agent and/or Director shall review the invoice and supporting documentation to determine whether the invoice provides the required documentation in accordance with this Agreement. If the Paying Agent and/or Director determines that the invoice does not conform with the applicable requirements, the Paying Agent and/or Director shall notify Aging True of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Paying Agent and/or Director. Only actual and documented expenses and/or services shall be reimbursed by the County. The County may refuse to reimburse Aging True for any cost the County determines was not incurred in compliance with the terms of this Agreement.

B. Conditions.

1. Aging True shall use the funds granted by the County to carry out county-wide

planning, implementation and management of essential services for the elderly, called for under Federal and State law, regulations and policies relative to the needs of older persons living in Clay County.

2. Aging True shall also use the funds granted by the County, which were increased during fiscal year 2022-2023, to operate the renovated kitchen at the Green Cove Springs senior center which is leased by the County to Aging True. As part of the kitchen operation, Aging True will provide meal services, including, but not limited to, a congregate meal site and meal delivery. Aging True shall provide the County with monthly reports that demonstrate and provide data regarding the operation of the kitchen and how the kitchen was used for that month. Aging True agrees to provide any additional documents, data, or information as needed to support or document the use of the kitchen as may be requested by the County.
3. Aging True shall also use the funds granted by the County to expand its meal delivery program and deliver meals to the site(s) designated by the parties as described above. Aging True shall provide the County with monthly reports that identify the meal delivery sites along with the designated site(s) described in Section A. 5. above and any additional sites as may be added along with the number of meals delivered to each site.
4. Aging True shall provide the County with a certified copy of its fiscal audits, ending December 31 of each calendar year during the term of this Agreement, upon request.
5. Aging True shall maintain an authentic copy of the monthly fiscal and quarterly programmatic reports rendered by Aging True as part of its responsibility as recipient of the above funds. These copies will be made available to the County upon request.

C. In-Kind Services.

1. In-Kind building maintenance will be provided by the County to Aging True for the four properties being leased by Aging True from the County during the term of this Agreement subject to the availability of such funds in the County's budget.

D. Public Records.

1. Aging True shall maintain all financial records, documents, and statistical records pertinent to this Agreement for a minimum of five years from the date that final payment under this Agreement is received from the County, and such financial records, documents, and statistical records shall be available for audit and public disclosure upon request of duly authorized persons. Aging True shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to such financial records, documents, and statistical records. In this regard, the following

provisions shall apply to this Agreement:

(a) Aging True 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. Aging True acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under this Agreement and that the Public Records Laws control over any contrary terms in this Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, Aging True covenants to comply with Public Records Laws, and in particular to:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

(2) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(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; and,

(4) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of Aging True upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

(b) Failure to comply with this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate this Agreement immediately upon written notice to Aging True.

IF AGING TRUE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGING TRUE'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.**

E. Taxes.

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.

F. Appropriated Funds.

Aging True 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.

G. Independent Contractor.

Each party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. None of the provisions of this Agreement shall be construed to create, or be interpreted as, a joint venture, partnership or formal business organization of any kind.

H. Remedies.

Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available, and include damages and specific performance, as appropriate.

I. Governing Law and Venue.

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.

J. Severability.

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

had not been contained herein.

K. No Third-Party Beneficiaries.

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 or such documents against either party to this Agreement.

L. Conflict of Interest.

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

M. Amendment or Modification of Agreement.

The Agreement may only be modified or amended upon mutual written agreement of the County and Aging True. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the County.

N. Further Assurances.

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.

O. Attorneys' Fees.

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

P. Headings.

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.

Q. Counterparts

The Agreement may be executed in one or more 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.

R. Entire Agreement.

This Agreement represents the entire agreement between the parties. 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

S. Authority.

The parties to this Agreement 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 to the Agreement 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first set forth above.

Clay County, a political subdivision
of the State of Florida

Urban Jacksonville, Inc. dba
Aging True Community Senior Services

By: _____
Jim Renninger, Chairman

By: _____
Teresa K. Barton, CEO

ATTEST:

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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County Commissioners

DATE:

FROM:

SUBJECT:

Approval of Memorandum of Understanding with the University of North Florida on behalf of the Small Business Development Center (SBDC) beginning October 1, 2024 through September 30, 2025 in the amount of \$100,000.00 for providing a full-time professionally certified consultant that will provide long-term no-cost consulting, business development, and training services to small businesses and business owners in Clay County.

Funding Source:

General Fund-Community Service-PRJ100726-Professional Services

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

SBDC will be paid \$100,000.00 in quarterly installments of \$25,000.00 each for services that include, but are not limited to, consultation with Clay County small business owners and would-be entrepreneurs, provide training programs, and conduct outreach activities such as trade shows and making public presentations. SBDC will track and report SBDC activity on a quarterly basis.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source:

General Fund-Community Service-PRJ100726-Professional Services

Account No:

FD1000 – CC1236- 531000-PRJ100726

Sole Source (Yes\No): Advanced Payment
No (Yes\No):
No

ATTACHMENTS:

Description	Type	Upload Date	File Name
▫ Contracts_SBDC MOU	Cover Memo	11/20/2024	MOU - SBDC_Clay_County_FY24-25ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	11/20/2024 - 8:41 AM	Item Pushed to Agenda

**MEMORANDUM OF UNDERSTANDING
REGARDING SBDC CONSULTING SERVICES
October 1, 2025 – September 30, 2025**

PARTIES

This Memorandum of Understanding (“Agreement”) is entered into this ____ day of November, 2024, with retroactive effect to October 1, 2024, between Clay County, a political subdivision of the State of Florida (the “County”) and the University of North Florida Board of Trustees, for and on behalf of the Small Business Development Center at the University of North Florida (“SBDC”).

PURPOSE

The purpose of this Agreement is to set forth the services SBDC will continue to provide in Clay County to deliver long-term no cost consulting, business development, and training services to small businesses and business owners, including non-profits, within the County.

ACTIONS

I. Agreement Term and Funding

- a. The Agreement commences retroactively on October 1, 2024 (“Effective Date”) and expires on September 30, 2025.
- b. The County, in consideration of SBDC providing the Services addressed herein, agrees to pay SBDC the total amount not to exceed \$100,000 during the term of this Agreement to be paid in quarterly installments in the amount of \$25,000 each quarter (i.e., Q1: Oct. 1 – Dec. 31, Q2: Jan. 1 – March 31, Q3: April 1 – June 30, and Q4: July 1 – Sept. 30) subject to SBDC’s submittal of an invoice along with its quarterly report for SBDC’s quarter ending prior to the invoiced quarter. Payments will be governed by the Local Government Prompt Payment Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.
- c. The invoice and quarterly report should be submitted to Clay County Comptroller’s office 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 County’s Community and Social Services Director by Email at claycares@claycountygov.com for approval of payment.

II. Services

- a. SBDC has been providing and shall continue to provide a full-time professionally certified consultant whose services are dedicated to Clay County (the “Services”).
- b. As part of the Services, a full-time consultant is expected to:
 1. Individually consult with small business owners and would-be entrepreneurs in Clay County.
 2. Present group training programs on a variety of business topics specifically tailored to the needs of Clay County businesses.
 3. Conduct a variety of outreach activities such as participating in appropriate trade shows, making public presentations on business topics, and serving on appropriate boards and committees in Clay County.
 4. Perform all required administrative functions including quarterly reporting of SBDC activity to the County. Success of all consulting, outreach and training services will be tracked, reported and measured by timely input and delivery of all required data and reports in the FSBDC CRM system for stakeholders.

III. Hiring

In entering into this Agreement, SBDC represents that it now has or will secure appropriately qualified consultant(s) employed and paid by SBDC to provide the Services in Clay County during the term of the Agreement. SBDC acknowledges that it currently has an appropriately qualified consultant assigned and serving in Clay County who is employed and paid by SBDC.

IV. Supervision

The full-time consultant is will be supervised by an SBDC Assistant Director or above, who is responsible for SBDC operations in a number of counties, including Clay County.

V. Location

The SBDC will be responsible for providing the SBDC consultant office space, and to the extent the County has available space, it will be provided to SBDC at no cost.

VI. Oversight

Programmatic oversight of SBDC is provided by the University of North Florida, the Florida SBDC Network, the Association of SBDC's, the U.S. Small Business Administration, and the Florida Office of the Inspector General.

VII. Reporting

The SBDC records and reports a number of metrics on a quarterly basis. Those range from number of clients consulted, hours of consulting, and number of workshop participants, to economic impact created as a result of SBDC assistance, including jobs created/retained, capital accessed, and government contracts obtained. The SBDC will report these metrics to the County and any third party the County designates.

TIMING

Full-time SBDC services will be provided to small businesses in Clay County under this Agreement beginning on the Effective Date.

AUDIT AND EXAMINATIONS

SBDC 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.

RELATIONSHIP

SBDC is an independent contractor to the County and shall not be deemed an employee, agent, joint-venture, or partner of the County. The County does not endorse the specific organization by virtue of this Agreement.

COLLABORATION /COOPERATION

SBDC will collaborate, cooperate, and liaise with all entities and organizations involved in economic development or supporting small businesses in order to create synergies that will benefit the businesses, government, and taxpayers of Clay County.

APPROPRIATED FUNDS

SBDC 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.

STATE UNIVERSITY

SBDC is a unit within UNF, which is a constituent member of the Florida state university system established under the Constitution of Florida administered by The University of North Florida Board of Trustees, a public body corporate. SBDC services rendered to clients and attendees must be provided on a confidential basis to the full extent provided by 15 U.S. Code Section 648, et seq. and other applicable law. The parties will not at any time release the names of clients to any entity not a party to this Agreement.

PUBLIC RECORDS

SBDC and the County will allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Any failure to so allow shall constitute grounds for termination of this Agreement.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EITHER PARTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT SBDC’S CUSTODIAN OF PUBLIC RECORDS AT UNF’S OFFICE OF THE GENERAL COUNSEL, 904-620-2828, generalcounsel@unf.edu, 1 UNF Drive, 1/2100, Jacksonville, FL 32224 OR THE COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

To the extent applicable, both parties will comply with all obligations imposed on contractors set forth in Florida Statutes Section 119.0701(2)(b), relating to public records, and the parties will be governed by and comply with the protocol established in Florida Statutes Section 119.0701(3) for public records requests.

DISCRIMINATION PROHIBITED

In performance of this Agreement, SBDC agrees to comply with the following statues and regulations prohibiting discrimination:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b) 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;

- c) 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;
- d) 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
- e) 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.

COMPLIANCE WITH APPLICABLE LAWS

SBDC is bound by and shall comply with and require its consultant(s) to comply with all terms and conditions of this Agreement and all federal, state, and local laws, statutes, regulations, and executive orders applicable to the performance of this Agreement and the Services provided by SBDC. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies.

LOBBYING PROHIBITION PER SECTION 216.347, FLORIDA STATUTES

By signing this Agreement, the parties certify that the funds provided pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The parties further certify that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

MISCELLANEOUS

Neither SBDC nor the County may assign this Agreement or subcontract performance without the prior written consent of the other. This Agreement shall not be modified in any manner except by instrument executed by each party. This Agreement is governed by the laws of the State of Florida. Any legal action arising in connection with this Agreement shall be in the Fourth Judicial Circuit in the State of Florida. The failure of either party to perform any obligation due to an event beyond its reasonable control shall be excused, provided no party shall recover compensation or damages. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be a waiver thereof. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not invalidate the remainder of this Agreement. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement. A complete, executed copy of this Agreement shall be enforceable as an original.

AUTHORITY

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 the Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party. The parties are aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

**CLAY COUNTY, a political subdivision
of the State of Florida**

**The University of North Florida Board of Trustees,
for the Small Business Development Center at the
University of North Florida**

Signed: _____
Jim Renninger
Its Chairman

Signed: _____
Vice President, Administration & Finance

ATTEST:

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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County Commissioners

DATE: 9/19/2024

FROM: Megan Covey, Grants Director

SUBJECT:

Approval of Interlocal Agreement for grant research and writing assistance for the City of Green Cove Springs beginning on November 26, 2024 through September 30, 2025. The City of Green Cove Springs will reimburse the County for the Grant Staff's salary at the rate of \$51.87 per hour.

Funding Source:

N/A

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Agreement to provide the City with the services of the Grant Staff on an as needed basis to assist the City with grant research and writing in relation to various types of City projects.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source:

N/A

Sole Source (Yes/No):

No

Advanced Payment

(Yes/No):

No

ATTACHMENTS:

Description	Type	Upload Date	File Name
Contracts_Grant Cover		11/20/2024	Grant Research and Writing Assistance City of GC.Sada.pdf

Writing GCS Memo 11/20/2024 Grant_Research_and_Writing_Assistance_City_of_Cocoa.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	11/20/2024 - 8:41 AM	Item Pushed to Agenda

**INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND THE
CITY OF GREEN COVE SPRINGS, FLORIDA**

[Re: Use of County’s Grant Staff for Grant Research and Writing Assistance]

This Interlocal Agreement between Clay County, Florida and the City of Green Cove Springs, Florida relating to the use of County’s Grant Staff for Grant Research and Writing Assistance (“Agreement”), is entered into as of the 26th day of November, 2024 (“Effective Date”), by and between Clay County, a political subdivision of the State of Florida (the “County”), and the City of Green Cove Springs, Florida, a municipal corporation (the “City”).

RECITALS

WHEREAS, Chapter 163, Florida Statutes, permits the parties to make the most efficient use of their respective powers, resources and capabilities by cooperating in the use of such; and

WHEREAS, the City is in need of staff to provide grant research and writing services on an interim and part-time basis for specific projects as identified in EXHIBIT A attached hereto; and

WHEREAS, the County has a Grants Division and has employed certain employees to provide the County with grant research, writing, and other services associated with grants (“Grant Staff”); and

WHEREAS, the County is willing to provide the City with the services of the Grant Staff on an as needed basis to assist the City with grant research and writing in relation to the projects described in EXHIBIT A in exchange for payment by the City to the County as set forth in this Agreement.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. **Incorporation of Recitals.** The Recitals are an integral part of this Agreement and are incorporated herein by reference.
2. **Florida Interlocal Cooperation Act.** This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the “Florida Interlocal Cooperation Act of 1969,” and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth in full, including, but not limited to the following specific provisions:
 - a. All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers’

compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

- b. This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.
 - c. As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), Florida Statutes, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.
3. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in effect until September 30, 2025 unless sooner terminated as provided herein. The Agreement shall be extended or renewed only upon subsequent written agreement of the parties.
4. **Termination.** This Agreement may be terminated by either party, with or without cause, with thirty (30) days written notice. If with cause, termination shall be effective immediately upon written notice. If without cause, termination shall be effective upon a date specified in a written notice no sooner than (30) calendar days immediately following the date of such notice. The City shall reimburse the County for services performed by the Grant Staff under this Agreement through the date of termination.
5. **Grant Staff Services.**
 - a. In exchange for payment as described herein, the County agrees to provide the City with the services of the Grant Staff on an as needed basis to assist the City with grant research and writing in relation to the projects described in EXHIBIT A and any additional projects as may be agreed to between the parties.
 - b. Grant Staff are County employees and shall at all times herein be considered County employees. Grant Staff will be subject to the County's Personnel Policy and any other policies of the County.
 - c. The parties anticipate that Grant Staff will provide services to the City an average of ten to twenty (10 – 20) hours per month. The parties agree to work cooperatively to set a mutually beneficial schedule related to the City's use of the Grant Staff. Grant Staff shall continue to receive holiday time, sick leave time, and other similar benefits offered through Grant Staff's employment with the County.
 - d. For purposes of this Agreement, the County's point of contact will be Megan Covey, County's Grant Director, or designee ("County's Representative"). The City's point of contact will be Steve Kennedy, City Manager, or designee ("City's Representative"). The City Representative shall work with the County's

Representative on assignment requests. The City's Representative shall determine grant research and writing assignments related to the projects identified in EXHIBIT A, be the authorized representative to submit completed grant applications, and be the authorized representative to manage grant compliance and project management, if an application is awarded.

- e. The City understands and acknowledges that the City shall be responsible for any funds it receives from Federal, State, or other sources.
- f. During the times that Grant Staff performs services for the City, the parties agree that the City has the authority to direct and oversee the services performed by Grant Staff. The City agrees that it shall report to the County any and all personnel issues relating to Grant Staff so that the County may take necessary or appropriate actions pursuant to the County's policies.
- g. While the County's Grant Staff will utilize its best efforts in performance of the services hereunder, the City understands and acknowledges that such services may not result in error-free or fault-free deliverables, work product, or materials as part of the services. In no event shall the County be responsible for the City's use of the results of the services, deliverables, or work product of the Grant Staff.
- h. In the event that the County and the City are both applying for the same grant, the County will notify the City of such. The City understands and acknowledges that the County shall have no obligation to prioritize the City's grant applications over the County's grant applications. The County shall exercise its discretion in managing its grant research and writing services and may allocate its resources as it deems appropriate without creating any duty of loyalty or prioritization in favor of the City's applications.

6. Payment.

- a. In consideration of the services provided by Grant Staff to the City, the City agrees to reimburse the County for the Grant Staff's salary and benefits at the rate of \$51.87 per hour. The City understands and acknowledges that Grant Staff's salary and benefits may be modified or increased throughout the term of this Agreement. The parties agree to discuss and conduct reviews, at least annually, to address any modifications or changes to the payment terms and the Grant Staff's hourly rate, which shall be made a part of this Agreement by a written amendment.
- b. The County will submit monthly invoices to the City's Representative itemized by date and hours worked by the Grant Staff. All payments required under this Agreement shall be made in accordance with the Local Government Prompt Payment Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

- 7. **Compliance with Applicable Laws.** The parties will abide by, and comply with all applicable laws, rules, regulations, ordinances, orders, and policies of the County, the State, and the Federal governments concerning the performance of this Agreement.

8. Indemnification.

- a. Subject to and within the limitations of Section 768.28, Florida Statutes, the City agrees to relieve, indemnify, defend, and to hold harmless the County, and its directors, officers, staff, employees, representatives, and agents from any and all liabilities, losses, claims, damages, demands, expenses, or actions made against the County which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of the City and/or its officers, employees, agents, and servants. The City's duty to defend, indemnify and hold the County harmless specifically does not encompass indemnifying the County for its own negligence, intentional or wrongful acts, omissions or breach of contract. Notwithstanding anything stated to the contrary in the Agreement, nothing herein is intended to serve as a waiver of the County's or the City's sovereign immunity protections nor does it extend the County's or the City's liability beyond the limits established in Section 768.28, Florida Statutes.
- b. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent, staff, or employee of the County in his or her individual capacity, and no member, officer, agent, staff, or employee of the County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
- c. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

9. Public Records and Audit.

- a. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement that are in its possession or under its control. A request to inspect or copy public records relating to the Agreement must be made directly to either the County or the City.
- b. The parties shall retain all records relating to this Agreement for a period of at least five (5) years following expiration or termination of this Agreement. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. Each party to this Agreement, upon written reasonable notice, shall have the right to audit and inspect any records of the other party relating to this Agreement to ensure compliance with the terms of this Agreement.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754,

publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 297-7047, EWest@Greencovesprings.com, 321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043.

10. **Further Assurances.** Each party agrees that it will execute and deliver to the other promptly upon demand any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.
11. **Remedies.** The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. 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, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available, and include damages and specific performance, as appropriate.
12. **Independent Contractor.** Each party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. The Grant Staff are County employees and will not be considered City employees. Additionally, this Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.
13. **Governing Law and Venue.** 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.
14. **Attorneys' Fees.** In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend either party's liability beyond the limits established in Section 768.28, Florida Statutes.

15. **Notice.** Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by certified mail, return receipt requested, postage prepaid, or by any reliable and nationally recognized overnight delivery service, addressed as follows:

To City:
City Manager
City of Green Cove Springs
321 Walnut St
Green Cove Springs, FL 32043

To County:
County Manager
Clay County Administration Building
477 Houston St.
Green Cove Springs, FL 32043

Notice may also be delivered to such other address as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed as served, made and effective seventy-two (72) hours after posting.

16. **No Assignment.** The City shall not assign or otherwise transfer, in whole or in part, any of its rights, duties, or obligations under this Agreement to any other party without 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 City without such prior written consent shall be null and void.
17. **No Third-Party Beneficiaries.** 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.
18. **Amendment.** This Agreement may be amended from time to time only by written agreement duly authorized and executed by the parties hereto. Any request for services in addition to or different from the services contemplated herein will require the execution of an amendment to this Agreement.
19. **Waiver.** 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.
20. **Severability.** If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein. In no event shall the City or its assigns have any cause of actions against the officers or employees of the County, or against any elected official of the County based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

21. **Headings.** 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.
22. **Entire Agreement.** It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the County and the City with respect to the subject matter of this Agreement, and that there are no verbal agreements, representations, warranties or other understandings affecting the same.
23. **Authority.** The parties to this Agreement 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 to the Agreement 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 County and the City have executed this Agreement as of the date and year first above written.

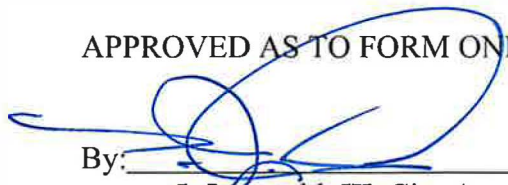
CITY OF GREEN COVE SPRINGS, FLORIDA

By:  _____
Steven Kelley, Mayor

ATTEST:

 _____
Erin West, CMC, City Clerk

APPROVED AS TO FORM ONLY:

 _____
By: L.J. Arnold, III, City Attorney

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Jim Renninger
Its Chairman

ATTEST:

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

F:\Contract\Interlocal\gcs\Grant Research and Writing Services.docx

EXHIBIT A
PROJECT LIST FOR CITY OF GREEN COVE SPRINGS

- Electric Storm Hardening of City System
- Electric Reliability Opportunities
- Power Upgrades to City Substation
- Downtown regional stormwater grants to support acquiring and constructing future stormwater basins
- Downtown regional/On Street parking grants
- Historic Preservation special categories grant regarding the buildout of the Rivers House
- Trails
- Stormwater pipe replacement
- Shoreline Resiliency – Spring Park
- City Pier Extension – Recreation
- Oakridge stormwater project - Upgrade undersized piping and also adds a pond for water quality improvements
- Electric System Hardening – Convert from Overhead to Underground infrastructure
- Parking and Multimodal transportation opportunities
- Public Safety Grants for Equipment, vehicles, personnel (COPS Grant)
- Water Quality Improvements, Install reclaimed water system
- Parks Master Plan Funding
- Any additional projects as may be agreed to by the County and the City. Such authorization may be obtained from the County’s Representative and City’s Representative on behalf of the County and the City, respectively.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Richard Smith, Director of
Engineering

SUBJECT: The Staff has reviewed and recommends that the Board accept and approve the final plat of Granary Park Phase 3A for recording.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The applicant is requesting that the Board accept the final plat of Granary Park Phase 3A for recording. The plat consists of 67 lots and is located off of Sandridge Road, Green Cove Springs.

<u>Is Funding Required (Yes/No):</u>	<u>If Yes, Was the item budgeted</u>
No	<u>(Yes\No\N/A):</u>
	No

Not Applicable

<u>Sole Source (Yes\No):</u>	<u>Advanced Payment</u>
No	<u>(Yes\No):</u>
	No

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

Hearing Type:

Initiated By: Applicant

Greenpointe Developers

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Plots	Streeper, Lisa	Approved	11/20/2024 - 8:41 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Richard Smith, Director of
Engineering

SUBJECT: The Staff has reviewed and recommends that the Board accept and approve the final plat of Granary Park Phase 3B for recording.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The applicant is requesting that the Board accept the final plat of Granary Park Phase 3B for recording. The plat consists of 102 lots and is located off of Sandridge Road, Green Cove Springs.

<u>Is Funding Required (Yes/No):</u>	<u>If Yes, Was the item budgeted</u>
No	<u>(Yes\No\N/A):</u>
	No

Not Applicable

<u>Sole Source (Yes\No):</u>	<u>Advanced Payment</u>
No	<u>(Yes\No):</u>
	No

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

Hearing Type:

Initiated By:Applicant

Greenpointe Development

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Plots	Streeper, Lisa	Approved	11/20/2024 - 8:42 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

A) Approval of the Enterprise Enrollment Agreement for Microsoft Products through SHI International Corp., an authorized reseller of Microsoft products, for a term of 36 months from the effective date, with the option to renew for an additional 36 months.

B) Approval of Advanced Payment for Enterprise Licensing Agreement with SHI International Corp in the amount of \$323,544.82 annually for 36 months beginning on December 1, 2024 through November 30, 2027. Additional licenses may be added or deleted based on the number of users and will be based on the product pricing in this agreement and the Sourcewell contract.

Funding Source:

General Fund-Management Information Systems Department-Software Subscriptions

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

SHI International Corp is an authorized reseller of the Microsoft products and licenses for the use of Microsoft applications by Public Sector agencies. This Agreement is based on Sourcewell contract 121923-SHI for Public Sector Microsoft Licensing. Prior Microsoft Enterprise Agreement, 2021/2022-82, a 36-month agreement with SHI through DMS Contract #43230000-15-02, annual cost was \$225,549.50. Cost has increased due to increased number of users, a change in Microsoft products, and the current contract pricing of Microsoft products.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source:

General Fund-Management Information Systems Department-Software Subscriptions

Account No:

FD1000-CC1106-SC554200

Sole Source (Yes\No):

No

Advanced Payment

(Yes\No):

Yes

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	11/20/2024 - 8:42 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of the Twelfth Amendment to Agreement No. 2019/2020-196 for Owner's Representative Services for the Bonded Transportation Program with WGI, Inc. in the amount of \$1,857,486.90 to manage the project for an additional two (2) years during project construction.

Funding Source:
Multiple BTP Funds

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Final Completion date has been extended for an additional two (2) years through December 15, 2026. This amendment provides for the cost of Owner's Rep Services through completion. Total cost for Owner's Rep Services is \$20,820,968.43.

<u>Is Funding Required (Yes/No):</u>	<u>If Yes, Was the item budgeted</u>
Yes	<u>(Yes/No/N/A):</u>
	Yes

Funding Source:
Multiple BTP Funds

<u>Sole Source (Yes/No):</u>	<u>Advanced Payment</u>
No	<u>(Yes/No):</u>
	No

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	11/20/2024 - 8:42 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

A) Approval of the Two-Year Preventative Maintenance Agreement for EMS and Fire Rescue Stryker Basic Life Support and Advanced Life Support Electrocardiogram Devices, Chest Compression Systems, and Power Pro and Power Load stretcher systems with Stryker Sales LLC, through its Medical Division in the amount of \$272,472.00 for the term of Oct. 1, 2024 through Sept. 30, 2026.

B) Approval of advanced payment in the amount of \$136,236.00 per year.

C) Approval of Sole Source.

Funding Source(s):

General Fund - Rescue Services - Repair & Maintenance

Fire Control MSTU Fund - Fire Control MSTU - Repair & Maintenance

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Clay County Public Safety currently uses Stryker devices and equipment to facilitate patient care. These devices include patient lift and load stretcher units, chest compression systems, and monitor/defibrillator units. These devices are critical to first responders when performing life-saving efforts in emergency situations and therefore require updates, maintenance, and repairs to ensure proper function. Stryker is the only authorized service provider with access to proprietary software necessary to perform proper maintenance and repairs and therefore a sole source provider of Stryker ProCare Services. As required by Policy, sole source information has been posted on the County's website.

Is Funding Required (Yes/No):

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

Yes

Yes

Funding Source:

General Fund - Rescue Services - Repair & Maintenance

Fire Control MSTU Fund - Fire Control MSTU - Repair & Maintenance

Account No:

FD1000 - CC1169- SC546101

FD1030 - CC1154- SC546101

Sole Source (Yes\No): Advanced Payment

Yes (Yes\No):

Yes

ATTACHMENTS:

Description	Type	Upload Date	File Name
Contracts_Stryker Procure Agreement_	Cover Memo	11/20/2024	Stryker_Procare_Service_Agreement_2024ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	11/20/2024 - 8:42 AM	Item Pushed to Agenda



2 Year PLT, BATT, PM

Quote Number: 10937509
 Version: 1
 Prepared For: CLAY COUNTY, FLORIDA
 Attn:

Rep: Kellie Smith
 Email: kimberli.haines@stryker.com
 Phone Number:

GPO: CUSTOMER CONTRACT
 Quote Date: 09/17/2024
 Expiration Date: 11/30/2024
 Contract Start: 10/01/2024
 Contract End: 09/30/2026

Service Rep: Gary Patterson and Jay Gray
 Email:

Delivery Address

Name: CLAY COUNTY, FLORIDA
 Account #: 20067500
 Address: 2519 STATE ROAD 16 W
 GREEN COVE SPRINGS
 Florida 32043-4819

Sold To - Shipping

Name: CLAY COUNTY, FLORIDA
 Account #: 20067500
 Address: 2519 STATE ROAD 16 W
 GREEN COVE SPRINGS
 Florida 32043-4819

Bill To Account

Name: CLAY COUNTY
 Account #: 20019514
 Address: PO Box 988
 GREEN COVE SPRINGS
 Florida 32043-0988

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR Preventative Maintenance Batteries Service	24	5	\$912.00	\$4,560.00
2.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR Preventative Maintenance Batteries Service	24	12	\$912.00	\$10,944.00
3.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	24	20	\$3,438.00	\$68,760.00
4.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD Parts, Labor, Travel Preventative Maintenance Batteries Service	24	21	\$4,546.00	\$95,466.00
5.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO Parts, Labor, Travel Preventative Maintenance Batteries Service	24	3	\$3,198.00	\$9,594.00
6.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO Parts, Labor, Travel Preventative Maintenance Batteries Service	24	26	\$3,198.00	\$83,148.00
ProCare Total:						\$272,472.00
ProCare Annual Payment:						\$136,236.00

Price Totals:



2 Year PLT, BATT, PM

Quote Number: 10937509
Version: 1
Prepared For: CLAY COUNTY, FLORIDA
Attn:

Rep: Kellie Smith
Email: kimberli.haines@stryker.com
Phone Number:

GPO: CUSTOMER CONTRACT
Quote Date: 09/17/2024
Expiration Date: 11/30/2024
Contract Start: 10/01/2024
Contract End: 09/30/2026

Service Rep: Gary Patterson and Jay Gray
Email:

Jim Renninger, Chairman

Jennifer N. Collins; Manager, Strategic Pricing & Contracts

Authorized Customer Signer (Printed) _____ Date

Stryker Authorized Signature (Printed) _____ Date

Authorized Customer Signature _____ Date

Stryker Authorized Signature _____ Date

11/15/2024

Purchase Order Number

ATTEST:

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

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> which have been modified for Clay County and is attached hereto as Exhibit A along with Clay County's Standard Addendum to all Contracts and Agreements which is attached hereto as Exhibit B and are incorporated herein by reference. The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Payment Schedule

Starting Balance:

\$272,472.00

Date	Payment	Balance
10/01/2024	\$136,236.00	\$136,236.00
10/01/2025	\$136,236.00	\$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-AED-FIELD-REPAIR	46261528
1.0	PROCARE-SVC-AED-FIELD-REPAIR	46261525
1.0	PROCARE-SVC-AED-FIELD-REPAIR	46261529
1.0	PROCARE-SVC-AED-FIELD-REPAIR	41100932
1.0	PROCARE-SVC-AED-FIELD-REPAIR	46261524
2.0	PROCARE-SVC-AED-FIELD-REPAIR	36254496
2.0	PROCARE-SVC-AED-FIELD-REPAIR	36254497
2.0	PROCARE-SVC-AED-FIELD-REPAIR	36254495
2.0	PROCARE-SVC-AED-FIELD-REPAIR	38972640
2.0	PROCARE-SVC-AED-FIELD-REPAIR	38972637
2.0	PROCARE-SVC-AED-FIELD-REPAIR	38972636
2.0	PROCARE-SVC-AED-FIELD-REPAIR	38972638
2.0	PROCARE-SVC-AED-FIELD-REPAIR	38972635
2.0	PROCARE-SVC-AED-FIELD-REPAIR	36254494
2.0	PROCARE-SVC-AED-FIELD-REPAIR	38972633
2.0	PROCARE-SVC-AED-FIELD-REPAIR	38972634
2.0	PROCARE-SVC-AED-FIELD-REPAIR	38972639
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520P998
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q408
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q413
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q439
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q433
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q415
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q441
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520P999
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q412
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q409
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q414
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q438
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q432
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q435
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q411
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q434
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q437
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q416
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q410
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520Q436
4.0	PROCARE-SVC-POWER-LOAD	2105012400026
4.0	PROCARE-SVC-POWER-LOAD	2009012400010
4.0	PROCARE-SVC-POWER-LOAD	2009012400004
4.0	PROCARE-SVC-POWER-LOAD	2009012400006
4.0	PROCARE-SVC-POWER-LOAD	2009012400008
4.0	PROCARE-SVC-POWER-LOAD	2009012400011
4.0	PROCARE-SVC-POWER-LOAD	2018012400645
4.0	PROCARE-SVC-POWER-LOAD	2206012400125
4.0	PROCARE-SVC-POWER-LOAD	2206012400185
4.0	PROCARE-SVC-POWER-LOAD	2009012400012
4.0	PROCARE-SVC-POWER-LOAD	2009012400007

4.0	PROCARE-SVC-POWER-LOAD	1908012400027
4.0	PROCARE-SVC-POWER-LOAD	1910012400112
4.0	PROCARE-SVC-POWER-LOAD	1907012400250
4.0	PROCARE-SVC-POWER-LOAD	2018012400644
4.0	PROCARE-SVC-POWER-LOAD	1908012400326
4.0	PROCARE-SVC-POWER-LOAD	1908012400028
4.0	PROCARE-SVC-POWER-LOAD	2018012400558
4.0	PROCARE-SVC-POWER-LOAD	2018012400574
4.0	PROCARE-SVC-POWER-LOAD	1908012400026
4.0	PROCARE-SVC-POWER-LOAD	2105012400015
5.0	PROCARE-SVC-POWERPRO	090140999
5.0	PROCARE-SVC-POWERPRO	090140998
5.0	PROCARE-SVC-POWERPRO	070739192
6.0	PROCARE-SVC-POWERPRO	2206003500349
6.0	PROCARE-SVC-POWERPRO	2008003500293
6.0	PROCARE-SVC-POWERPRO	1908003500696
6.0	PROCARE-SVC-POWERPRO	1908003500697
6.0	PROCARE-SVC-POWERPRO	170841836
6.0	PROCARE-SVC-POWERPRO	2106003502597
6.0	PROCARE-SVC-POWERPRO	2106003502599
6.0	PROCARE-SVC-POWERPRO	1908003500695
6.0	PROCARE-SVC-POWERPRO	1908003500698
6.0	PROCARE-SVC-POWERPRO	2206003500348
6.0	PROCARE-SVC-POWERPRO	160540411
6.0	PROCARE-SVC-POWERPRO	2008003500290
6.0	PROCARE-SVC-POWERPRO	2008003500295
6.0	PROCARE-SVC-POWERPRO	180839364
6.0	PROCARE-SVC-POWERPRO	180139820
6.0	PROCARE-SVC-POWERPRO	2001003500413
6.0	PROCARE-SVC-POWERPRO	2106003502600
6.0	PROCARE-SVC-POWERPRO	2106003502598
6.0	PROCARE-SVC-POWERPRO	2008003500292
6.0	PROCARE-SVC-POWERPRO	180839363
6.0	PROCARE-SVC-POWERPRO	120941196
6.0	PROCARE-SVC-POWERPRO	180839362
6.0	PROCARE-SVC-POWERPRO	1910003500325
6.0	PROCARE-SVC-POWERPRO	2008003500291
6.0	PROCARE-SVC-POWERPRO	2008003500294
6.0	PROCARE-SVC-POWERPRO	2008003500289

Purchase Order Form



Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number _____

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____
 Title _____
 Signature _____
 Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

ProCare - PRODUCT SERVICE PLAN AGREEMENT CLAY COUNTY (FL)

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Sales LLC, through its Medical Division, hereinafter referred to as "Stryker", and the Organization, Institution, Facility or Municipality named on the face of the ProCare Proposal, hereinafter, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions. Stryker accepts Customer's order expressly conditioned on Customer's assent to the terms set forth in this document. Customer's order and acceptance of any portion of the services shall confirm Customer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Stryker of any purchase order, acknowledgment, or other document from Customer specifying different and/or additional terms shall be effective unless signed by both parties except for the Customer's Standard Addendum to All Contracts and Scrutinized Companies Certification, which are incorporated herein by reference.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Proposal as the equipment ProCare Program(s) (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on the Equipment Schedule attached to the Proposal (the "Equipment"). The Services and the Service Plan(s) are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan(s) coverage, term, start date, and price of the Services appear on the face of the Stryker Proposal. The Agreement shall not automatically renew but shall be extended only upon subsequent agreement of the parties.

2. EQUIPMENT SCHEDULE CHANGES. During the Term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. The parties shall mutually agree that Stryker shall adjust the charges and modify the Equipment Schedule to reflect any additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, the parties mutually agree to review and amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker Service Representatives will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker Service Representatives to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker Service Representatives to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker Service Representatives in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement shall be paid in accordance with the Local Government Prompt Payment Act and are to be paid within forty-five (45) days of the date of the invoice, or the minimum period as may be established under the Customer's state- mandated regulations. Failure to comply with Net 45 Day (or state regulated) terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates. The parties acknowledge that, as a local government agency, Customer is exempt from all state or local use, sales or similar taxes on the services provided in this Agreement.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in the Equipment Schedule, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. MAINTENANCE INSPECTION

This Agreement may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THE SERVICE PLAN DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. To the extent permitted by state or local laws or regulations, Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on Page 1 of the Stryker Proposal entered into between the parties and shall continue until the end of the effective date indicated on Page 1 of the Stryker Proposal or until the Agreement is canceled by either party by giving ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, epidemic, pandemic, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. In performance of this Agreement, Stryker shall also comply with all applicable state and federal regulations, including but not limited to discrimination laws.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies. Notwithstanding the above, Clay County, FL is subject to Article 1, Section 14, Florida Constitution, and Chapter 119 Florida Statutes regarding the disclosure of public records.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that either party shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the state where Customer is located. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

EXHIBIT B

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement (the Agreement) to which this Addendum is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement and shall be deemed an integral part of the Agreement as if set forth therein. In the event of any contradiction or discrepancy between the terms of this Addendum and the Agreement, the provisions of this Addendum shall prevail. As used herein, the term “Contractor” means the supplier or other party to the Agreement providing services, construction, labor, materials, professional services, and/or equipment to the County thereunder. The term “County” means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity. The term “Services” means the scope of services to be provided and services rendered, whether completed or partially completed, or labor, supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. The term “Parties” means the County and the Contractor together.

1. As used in this paragraph, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

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

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

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

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

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

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

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

8. Any pre-printed provisions of the Agreement or terms and conditions to the contrary notwithstanding, the Agreement shall not automatically renew but shall be renewed only upon subsequent written agreement of the Parties.

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

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

11. PUBLIC RECORDS LAW

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

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

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

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

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

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

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

12. **SCRUTINIZED COMPANIES CERTIFICATION.** In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor 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 the Agreement if the Contractor 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.

13. **E-VERIFY REQUIREMENT.** Pursuant to Section 448.095, Florida Statutes, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 the Agreement at its discretion.

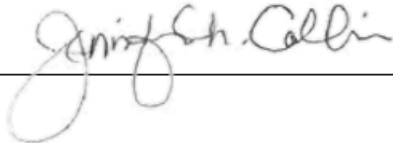
14. **HUMAN TRAFFICKING ATTESTATION.** In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

- 1. The Contractor 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 Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of the 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.

CONTRACTOR

CLAY COUNTY, a political subdivision of the State of Florida

By: 

By: _____
 Jim Renninger
 Its Chairman

Jennifer N. Collins
 Print Name

Manager, Strategic Pricing & Contracts
 Print Title

November 15, 2024
 Date

ATTEST:

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

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Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County Commissioners

DATE: 11/12/2024

FROM: Kimberly Morgan

SUBJECT: TDC unanimously (7-0 vote) recommends Inspire National Dance Jacksonville Regional Dance Competition - March 28-30, 2025 & April 11-13, 2025 at Thrasher-Horne Center. 22,500 combined for the two events (\$11,250 per event) Sports Marketing Grant. (K. Morgan)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Inspire National Dance Jacksonville Regional Dance Competition - March 28-30, 2025 & April 11-13, 2025 at Thrasher-Horne Center. Requesting \$25,000 combined for the two events (\$12,500 per event).

Planning Requirements:

Public Hearing Required (Yes\No):

Hearing Type:

Initiated By:

Funding Source: FD1071/CC1253/Reimbursement Grants (548005)

FD1071- CC1253- SC548005

Amount: \$22,500

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Inspire Dance <input type="checkbox"/> TDC Grant <input type="checkbox"/> Scoresheet_Public	Backup Material	10/25/2024	Scoresheet.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	11/20/2024 - 8:42 AM	Item Pushed to Agenda



SPORTS EVENT GRANT FUNDING

Application Scoring Sheet

Organization Name: Inspire National Dance Competition

Event Name: Jacksonville Regional Dance Competition

Event Date: March 28- March 30 and April 11 - April 13

Event Time: Times vary

Event Location Thrasher-Horne Center

Projected Number of Event Attendees: Approximately 1500 - 2000 each weekend

Projected Local (Clay County) Event Attendees: 7% 105-140

Projected Out of Town (OOT) Event Attendees: 93% 1,395-1,860

Projected Number of Hotel Room Nights: They stay 2 to 3 days overnight

Projected Direct Economic Impact: \$75,000

Event History

Date of Past Event: 2024

Location of Past Event: Thrasher-Horne Center

Past Event Attendance: 389 Out-of-State Dancers

Event Marketing Plan: X

Event Emergency Plan: X

Visitor Survey: X

TDC Grant Request: \$25,000

Application Score: 210 (85%)

Staff Recommended Grant Award: \$21,250



SPORTS EVENT GRANT FUNDING

Application Scoring Sheet

Application Score Breakdown

1. Commitment to the Expansion of Tourism in Clay County $\frac{20}{25}$ Maximum 25 pts x 4

Score: 80

2. Soundness of Proposed Event: $\frac{25}{25}$ Maximum 25 pts x 3

Score: 75

3. Stability and Management Capacity $\frac{15}{25}$ Maximum 25 pts x 2

Score: 30

4. Quality of Proposed Event $\frac{25}{25}$ Maximum 25 pts x 1

Score: 25

Areas of Improvement:

- 1.
- 2.
- 3.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County
Commissioners

DATE: 10/3/2024

FROM: Megan Covey, Grants
Director

SUBJECT: Approval of funding recommendations for Clay County non-profit organizations.

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	11/20/2024 - 8:43 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO:

DATE:

FROM:

SUBJECT: Approval of submission of initial Legislative Priorities to the Northeast Florida Regional Council.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Backup documents are coming shortly.

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	11/20/2024 - 8:43 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO:

DATE:

FROM:

SUBJECT: Approval of the Parks Master Plan.

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Presentation	Presentation	11/20/2024	2024-11-26_Clay_County_Council_finalada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	11/20/2024 - 8:43 AM	Item Pushed to Agenda



Clay County

PARKS & RECREATION MASTER PLAN

BOARD OF COUNTY COMMISSIONERS
11.26.24



The Project Team



**Project Lead
+ Project Management
+ Parks Planning**

**Statistically
Significant Survey**





Agenda



Our Assignment



Blueprint for the Future

Create a 10-year vision for a future parks system that responds to a growing community



Improve, Sustain, and Enhance

Improve, sustain, and enhance the quality of life in Clay County



Simplify & Standardize

Develop a common design language for parks within Clay County for improved aesthetics and maintenance

Master Plan Process



01

Existing Conditions

Demographics
Park + Facility
Evaluations
Service Area

Public Input

Survey
Public Workshops
Focus Groups

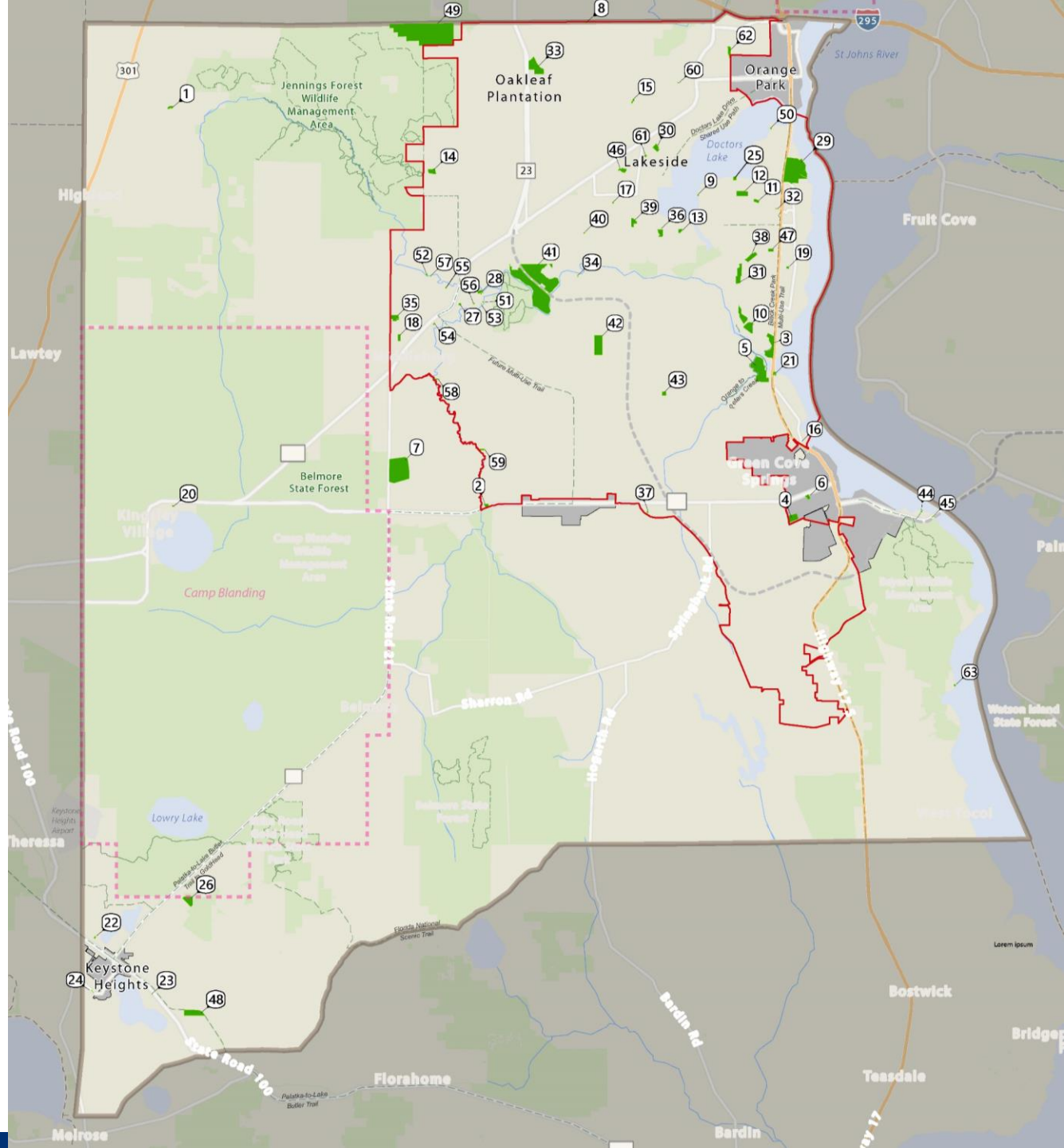
Master Plan Development

Level of Service
Gap Analysis
Park Standards

Strategy & Recommendations

Guiding Principles
Strategy
Recommendations
Capital Improvements

EXISTING CONDITIONS.





PUBLIC INPUT.

Survey Research Methods



1

Statistically Valid (Invitation Survey)

Surveys were mailed to a systematic random sample of residential addresses in Clay County, with the option to complete online through a password-protected website (1 response per household)



362

Invitation surveys completed
+/- 5.2% Margin of Error

2

Open Link Survey

Later, the online survey was made available to all Clay County stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



617

Open Link surveys
completed



5,000 Surveys Mailed

Focus Groups

3 Meetings: April 3-11, 2024





Key Takeaways

Public Engagement



All Ages and Abilities

- Provide ADA accessible amenities and facilities
- Provide play spaces
- Multigenerational parks and programming



Walkability and Connectivity

- Connect parks through trails
- Support County trail efforts



User Experience and Comfort

- Lighting and security upgrades
- Shade and Seating



Plan for Tomorrow

- Mix of passive and active recreation
- Meet indoor and outdoor recreation needs
- Add park amenities
- Provide parks for future residents



Maintain Existing

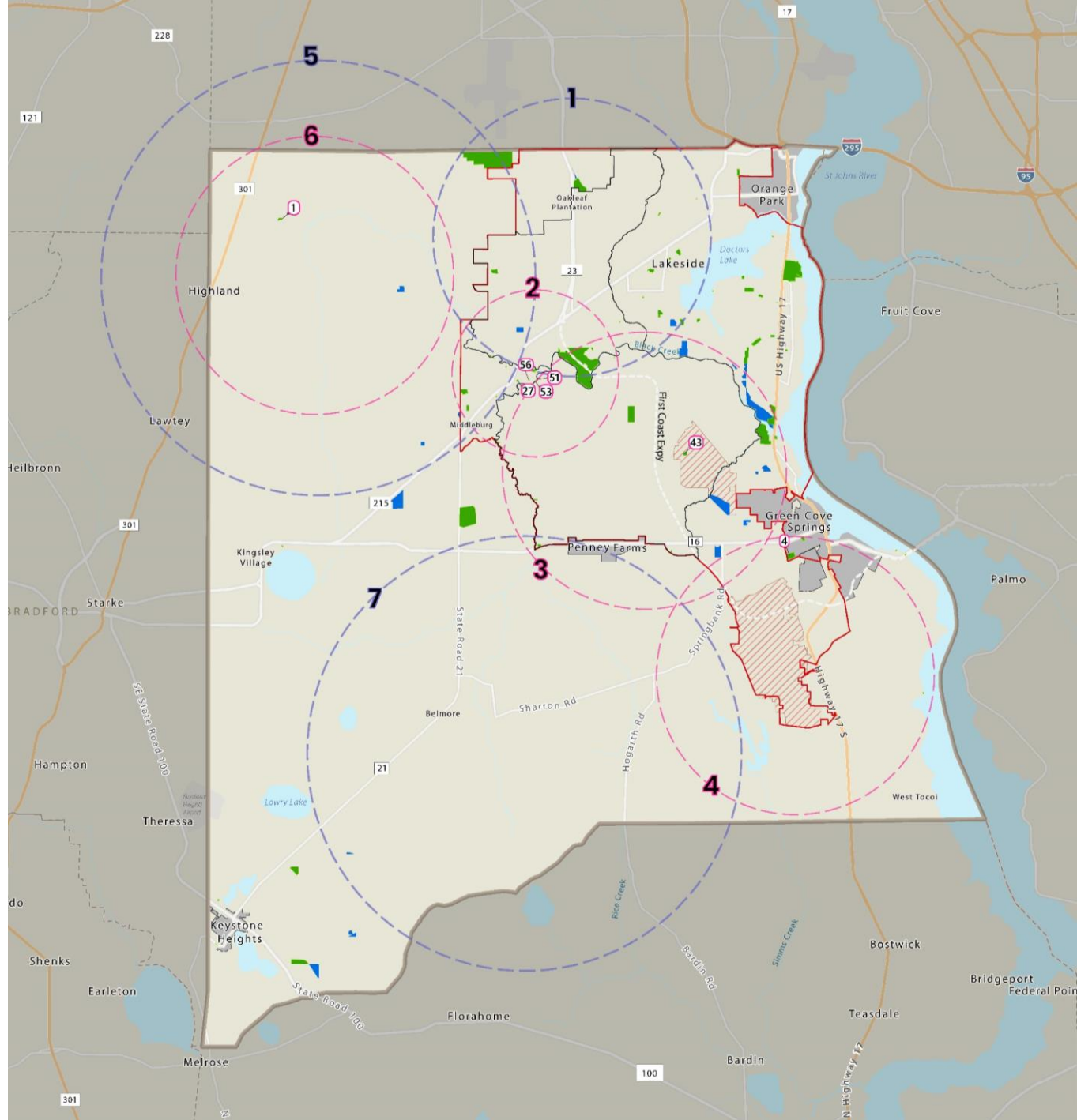
- Modernize existing parks
- Address infrastructure issues
- Enhance awareness of existing offerings

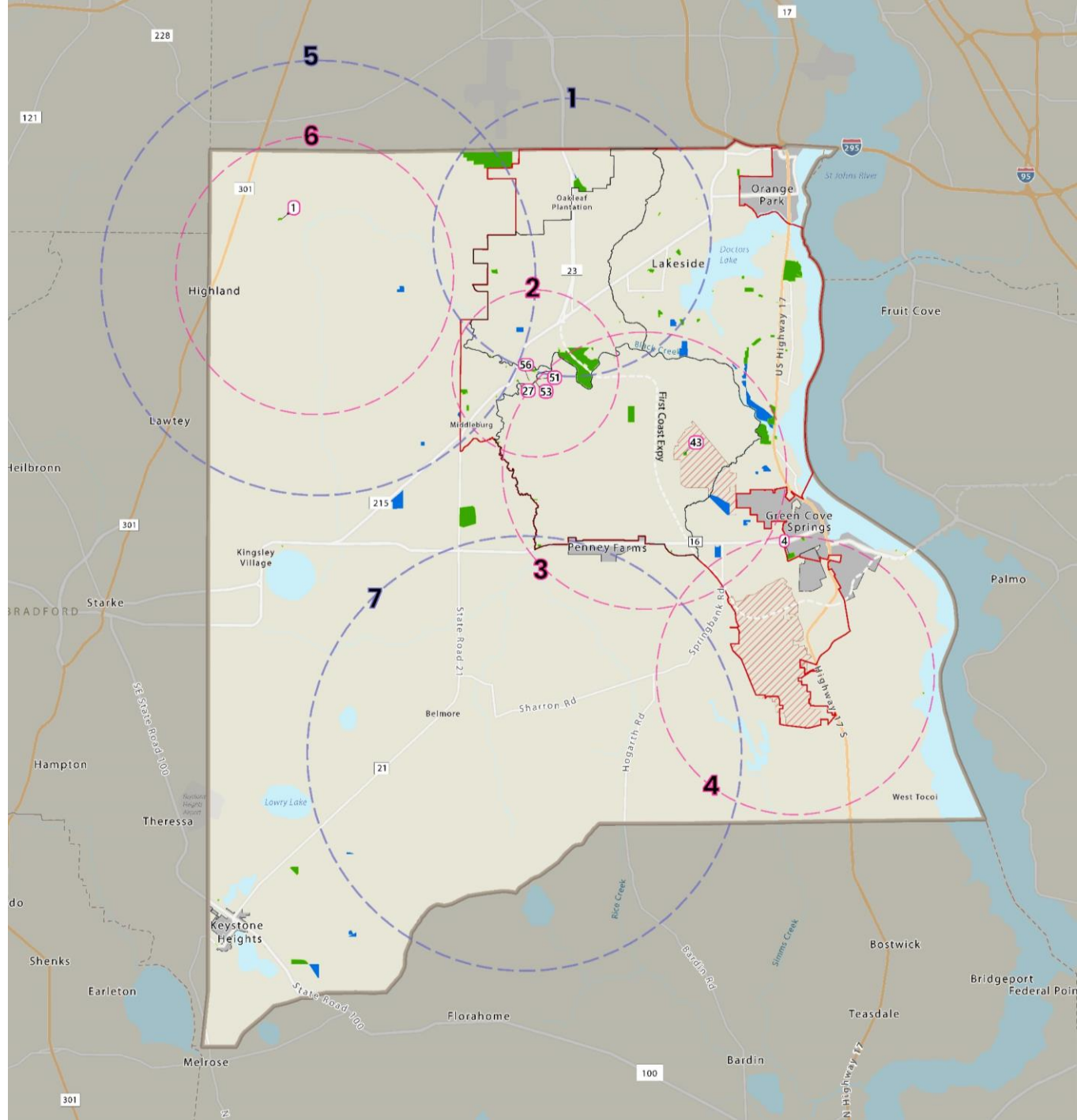
Level of Service



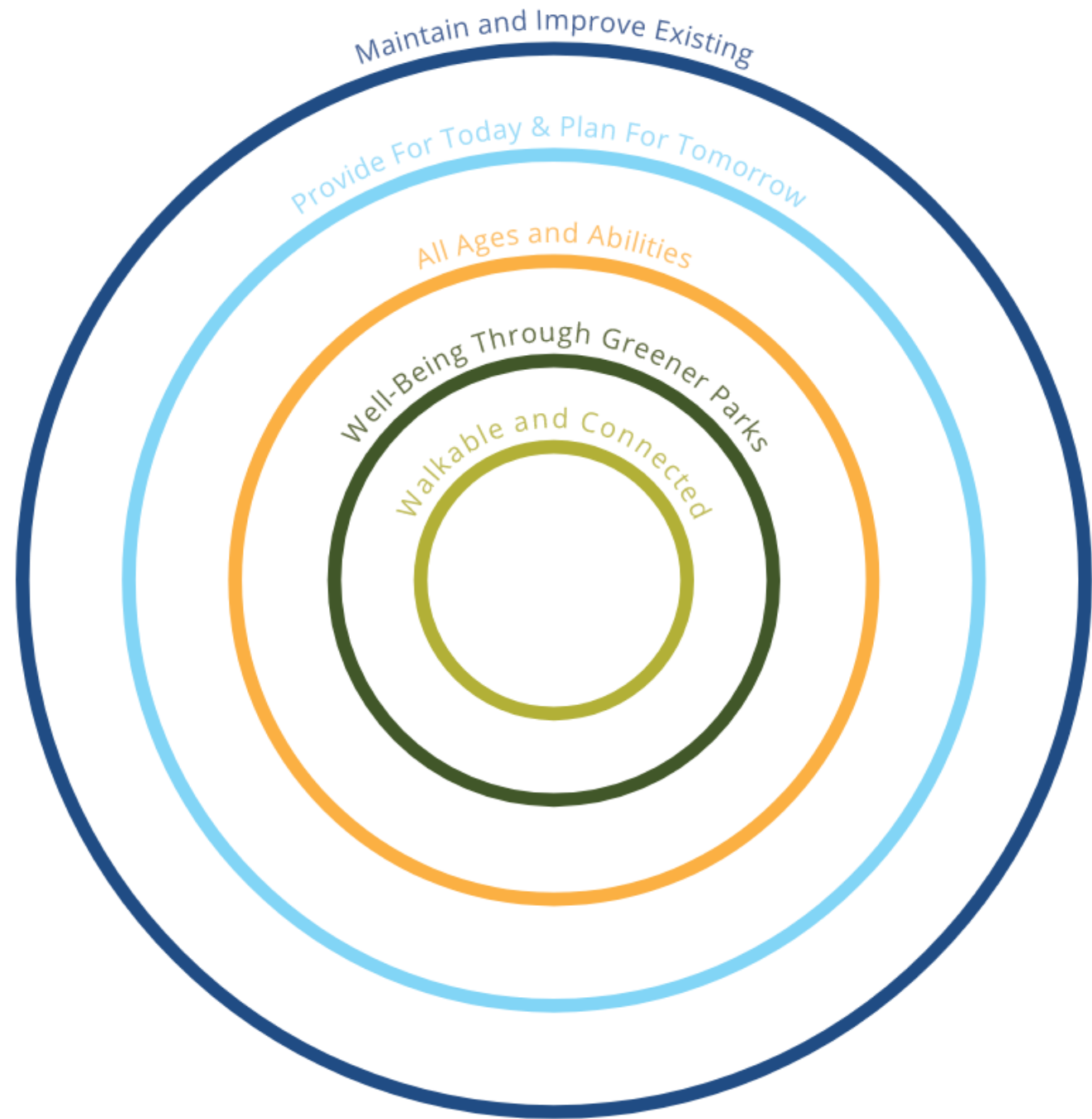
Standards Update: Goals

1. **Park Type Definitions – Simplify and standardize park type definitions to provide equitable park experiences throughout the County.**
2. **Geographic Service Area Standards– Meet demand for “close to home” parks as identified in public engagement.**





THE VISION.

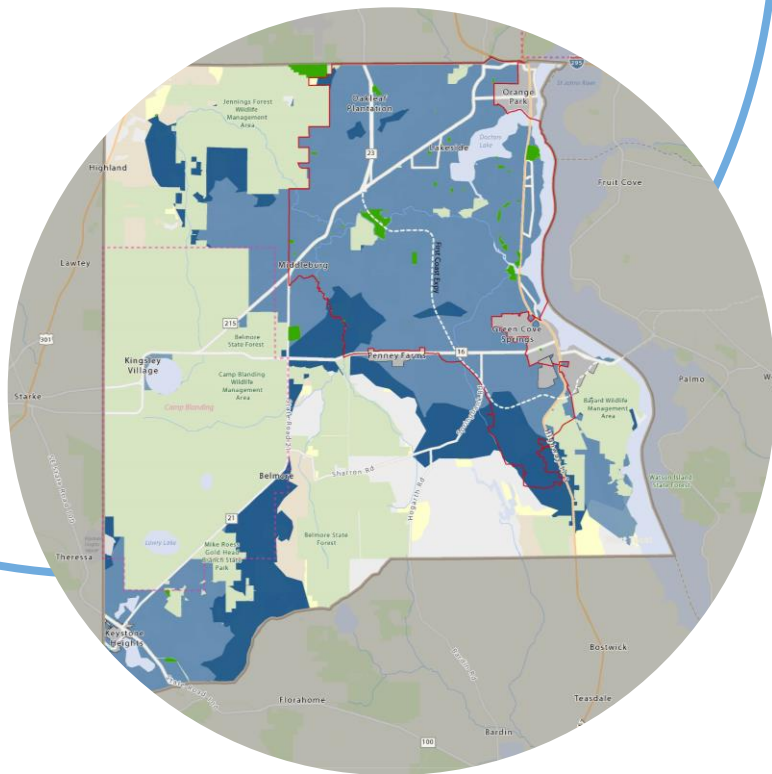


Maintain and Improve Existing



Parks within Clay County are well maintained and modernized to continue to serve the community at a high quality.

- Update and modernize existing parks.
- Ensure parks are functional.
- Create a distinctive Clay County parks look.









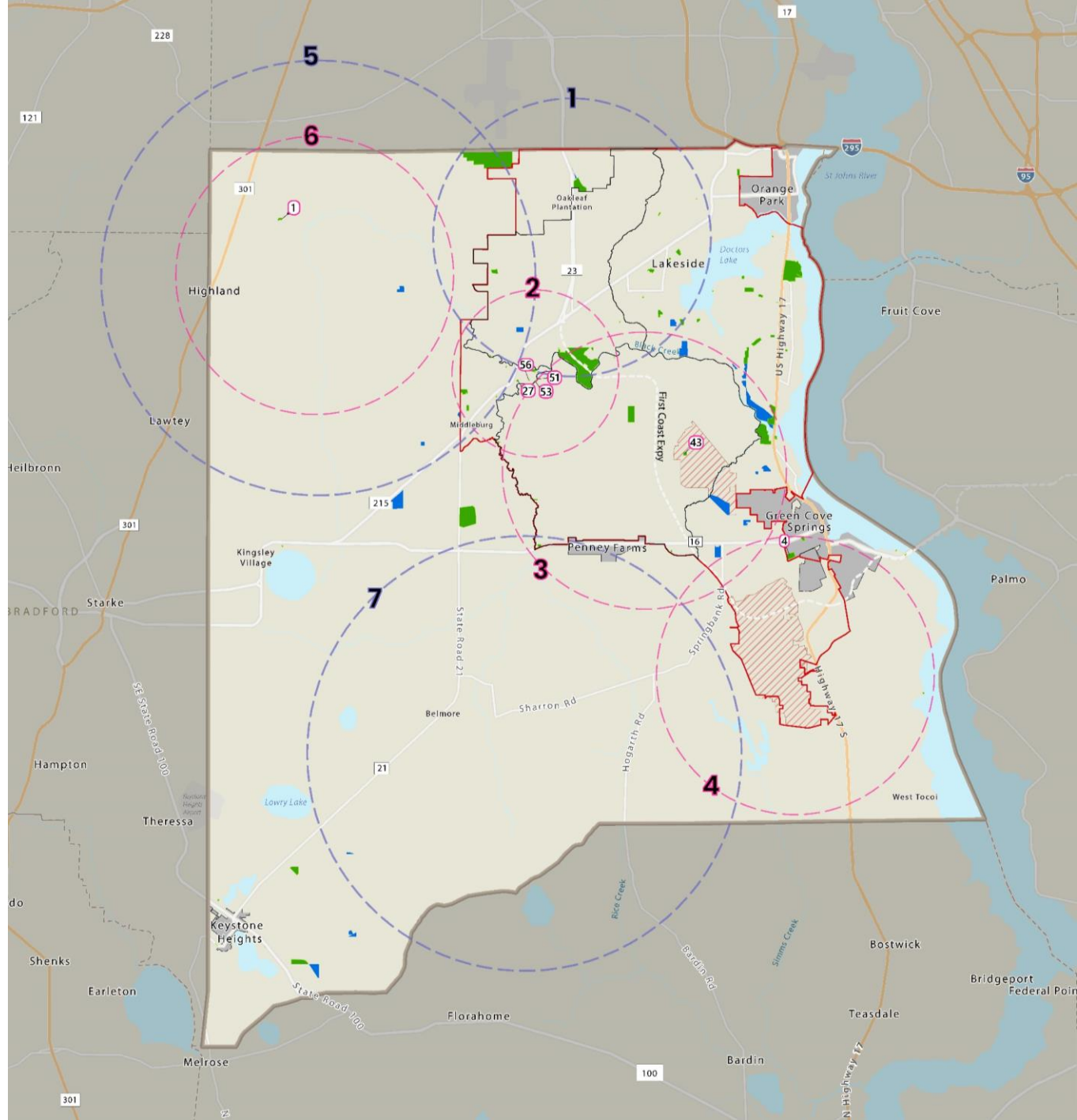
TOOLKIT.

Park Design Standards



Purpose

1. Provides consistent park brand for all County parks.
2. Aid in the ease of maintenance and operations throughout the system.



Other Implementation Tools



- Undeveloped Site Recommendations
 - Recommendations for existing undeveloped park sites
- Prioritization Scoring
 - Scoring for prioritization including:
 1. Overall Park Condition
 2. Park Type Reclassification Needs
 3. Site-specific Master Plans Needs
 4. Park Type Equity Standard Gaps
- Recommended Park Improvements
 - Cost Summary of recommended improvements





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of Commissioners

DATE: 10/2/2024

FROM: Reginald Kantor, Budget
Manager

SUBJECT:

Approval of the following resolutions that provide budget adjustments for departmental needs:

- (1) Public Hearing to consider approval of Ordinance amending the Capital Improvement Element (CIE) portion of the Clay County Capital Improvement Plan.
- (2) Resolution amending the Non-Capital Improvement Element (Non-CIE) portion of the Clay County Capital Improvement Plan.
- (3) Resolution amending the FY 23/24 Budget.
- (4) Resolution amending the FY 24/25 Budget.

Various Funding Sources

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

- (1) The Capital Improvement Element (CIE) is a five year schedule of capital improvements which are Comprehensive Plan (concurrency) related. Sections I of Tables 2 within each category (Exhibits A-F) of the ordinance lists the capital improvements related to the Comprehensive Plan which are to be accomplished by the County. (CIP Tables, Exhibits A-F, forthcoming.)
- (2) The non-comprehensive plan related portion of the Capital Improvement Plan is presented for BCC consideration in the form of a Resolution. These improvements are listed in Sections II of Tables 2 within each category (Exhibits A-F). (CIP Tables, Exhibits A-F, forthcoming.)
- (3) This reallocates budget to provide for expenditures to close-out FY 23/24. (Amendment-00001518, Attachment A, forthcoming.)

(4) This addresses changes received too late to be included in the adopted FY 24/25 Budget that was approved on September 24, 2024. (Amendment-00001520, Attachment A, forthcoming.)

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	11/20/2024 - 8:43 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County Commissioners

DATE: 9/12/2024

FROM: Mike Brown, Zoning Chief

SUBJECT: This application is a Rezoning to change from Commercial and Professional Office District (BA-2) to Neighborhood Business District (BA).

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This is requesting to rezone a single parcel totaling 0.58 acres from BA-2 to BA. The future land use of the subject parcel is Commercial. The parcel has approximately 140 feet frontage on U.S. Hwy 17 and approximately 100 feet of frontage on Fraser Road.

The present BA-2 zoning district limits development to commercial and professional offices that have a gross square floor area limited to 2,500 sq. ft. The requested BA zoning will allow retail and service uses to satisfy basic frequent shopping needs and are best suited in relative proximity to places of residence.

Property to the north of the subject parcel is zoned PUD and is the location of the Black Creek Village development. South and west of the parcel are properties zoned BA-2. East across U.S. Hwy 17 are properties zoned BA-2 and BB.

Is Funding Required (Yes/No):

No

If Yes, Was the item budgeted

(Yes/No/N/A):

No

N/A

Advanced Payment

Sole Source (Yes\No): (Yes\No):
No **No**

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

Hearing Type: Second Public Hearing

Initiated By: Applicant

Applicant - River Capital Properties LLC. Stanley Hunt

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Ordinance ZON 24-0029	Ordinance	10/24/2024	ZON_24-0029_Fraser_Rd-Ordinanceada.pdf
<input type="checkbox"/> Staff Report ZON 24-0029	Backup Material	10/24/2024	Staff_Report-ZON_24-0029_Finaada.pdf
<input type="checkbox"/> Application ZON_24-0029	Backup Material	10/24/2024	REZONING_APPLICATION_v1_(10)ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	11/20/2024 - 8:54 AM	Item Pushed to Agenda

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF A SINGLE PARCEL OF LAND (TAX PARCEL IDENTIFICATION # 28-05-26-014393-000-00, TOTALING APPROXIMATELY .58 ACRES, FROM ITS PRESENT ZONING CLASSIFICATION OF COMMERCIAL & PROFESSIONAL OFFICE DISTRICT (BA2) TO NEIGHBORHOOD BUSINESS DISTRICT (BA); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Application ZON-24-0029 seeks to rezone certain real property (tax parcel identification # 28-05-26-014393-000-00) (the Property) described in Exhibit “A-1”, and depicted in Exhibit “A-2”.

Section 2. The Board of County Commissioners approves the rezoning request. The present zoning classifications of the Property are hereby changed from BA2 (Commercial & Professional Office District) to BA(Neighborhood Business District).

Section 3. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

Section 4. The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

Section 5. This Ordinance shall become effective as provided by law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Jim Renninger, Its Chairman

ATTEST:

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

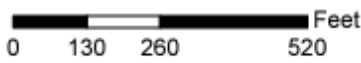
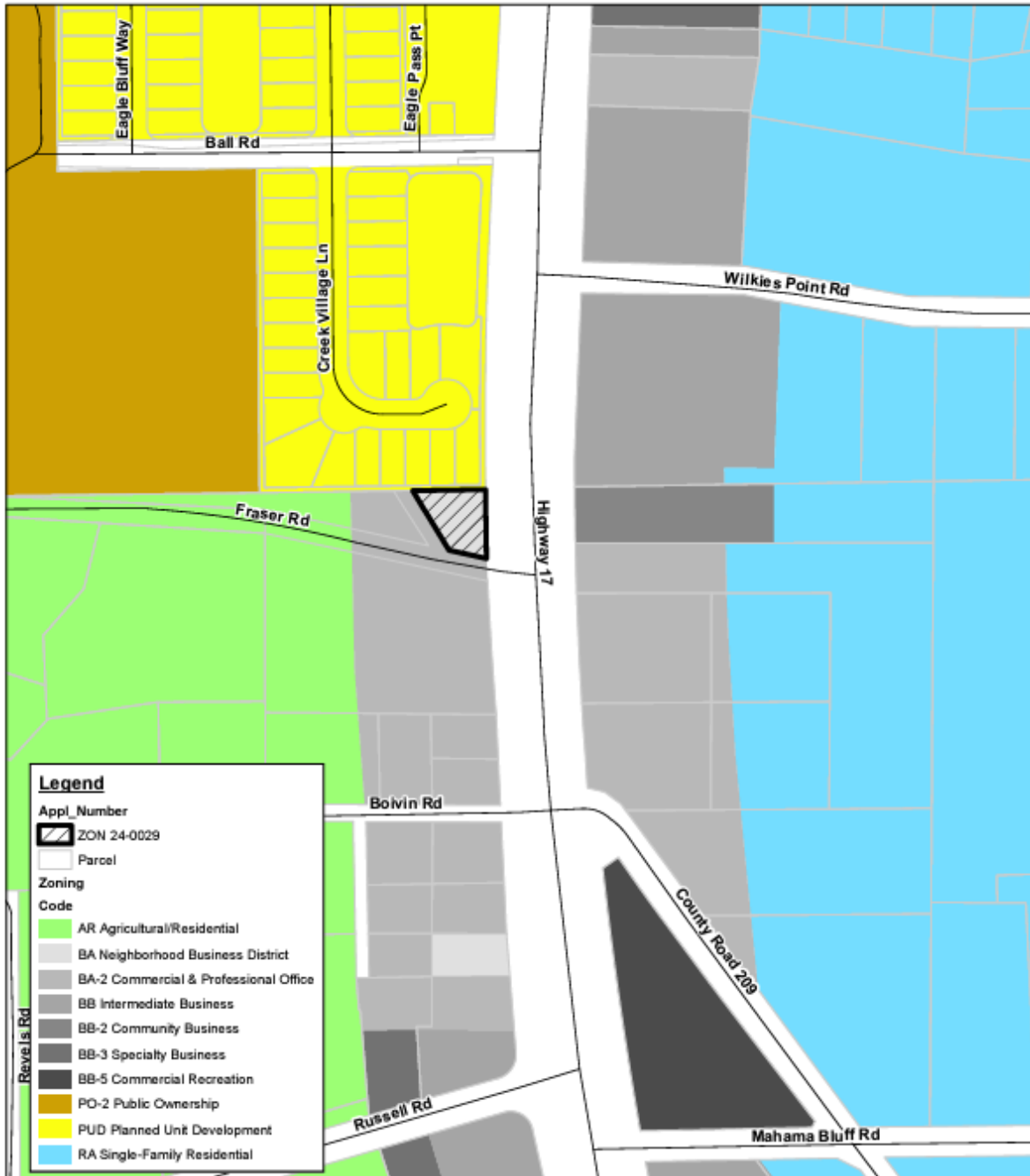
Exhibit "A-1"

Clay Parcel No. 28-05-26-014393-000-00

Legal Description – Attachment A-3

Commence at the Northeast corner of Lot 1 of ARNOWIN, a subdivision as recorded in Plat Book 4, Page 30, of the public records of Clay County, Florida, for a point of beginning, and run South 02 degrees 31 minutes West a distance of 150 feet along the West right of way line of U.S. Highway No. 17, to the North side of proposed road of Clay County; thence turn and run North 78 degrees 46 minutes 10 seconds West a distance of 154.63 feet to a point in the center of the old county road; thence turn and run North 34 degrees 19 minutes West 139.42 feet to a point; thence turn and run North 88 degrees 53 minutes East a distance of 237.04 feet along the North Side of said Lot 1 to the point and place of beginning, the same being a point in the West R/W line of U.S. Highway No.17.

“Exhibit A-2”



**Proposed Rezoning: ZON 24-0029
 From BA-2 to BA**





Rezoning Application ZON-24-0029 Staff Report

Copies of the application are available at the Clay County Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043

Owner / Applicant Information

Owner: River Capital Properties LLC
Phone: (904) 315-3002
Email: Stan@rivercpa.com

Address: 1547 Peter's Creek Rd.
Green Cove Springs, Fl. 32043

Property Information

Parcel ID: 28-05-26-014393-000-00

Address: 1492 Fraser Road
Green Cove Springs, Fla. 32043

Current Zoning: BA-2 (Commercial and Professional Office)

Land Use: Commercial (COM)

Zoning Proposed: BA (Neighborhood Business)

Acres: 0.58

Commission District: 5 (Commissioner Burke)

Planning District: Springs

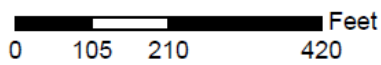
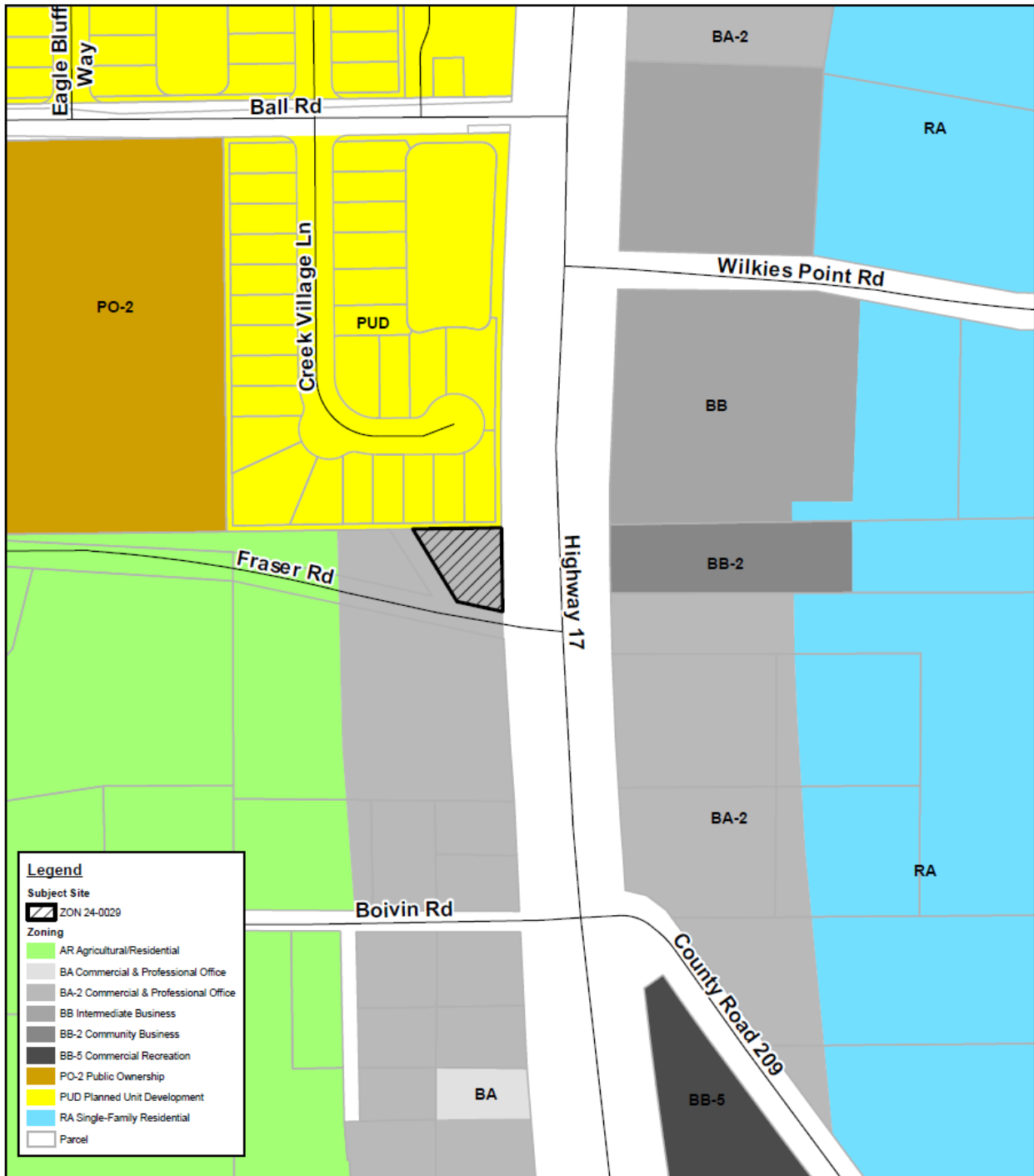
Background

The application is requesting to rezone a single parcel totaling 0.58 acres from BA-2 to BA. The future land use of the subject parcel is Commercial. The parcel has approximately 140 feet frontage on U.S. Hwy 17 and approximately 100 feet of frontage on Fraser Road. Property to the north of the subject parcel is zoned PUD and is the location of the Black Creek Village development. South and west of the parcel are properties zoned BA-2. East across U.S. Hwy 17 are properties zoned BA-2 and BB.

Surrounding Zonings and Land Use

	ZONING	FUTURE LAND USE
North	PUD (Planned Unit Development)	Mixed Use (MIX)
East (across Hwy. 17)	BB-2 (Community Business) BA-2 (Commercial & Professional Office)	Commercial (COM)
West	BA-2 (Commercial & Professional Office)	Commercial (COM)
South	BA-2 (Commercial & Professional Office)	Commercial (COM)

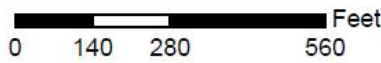
Existing Zoning



Existing Zoning
Proposed Rezoning: ZON 24-0029
From BA-2 to BA



Aerial of Site



Aerial Map
Proposed Rezoning: ZON 24-0029
From BA-2 to BA



40 Sec. 3-24. NEIGHBORHOOD BUSINESS DISTRICT (ZONE BA)

41
42 (a) *Purpose and Intent.* This District is to provide a limited commercial facility of a convenience
43 nature, servicing persons residing in adjacent residential areas, and to permit primarily such uses
44 as are necessary to satisfy those basic shopping and service needs which occur frequently and so
45 require retail and service facilities in relative proximity to places of residence.

46
47 This district is further designed to accommodate commercial development on a scale that is less
48 intensive than that permitted in a BB District.

49
50 (b) *Area.* All land designated as Zone BA is subject to the regulations of this Section and Sec. 20.3-10.
51 Such areas are designed and included to provide local services to contiguous neighborhoods and
52 locations and are anticipated to be on major local streets, but still in close proximity to residential
53 properties and shall, therefore, be limited in scope and size. A site plan conforming to the
54 requirements of this chapter shall be submitted to the Planning and Zoning Department for
55 administrative review and approval prior to obtaining a building permit for all uses within this
56 District.

57
58 (c) *Uses Permitted.*

59
60 (1) All uses permitted in Sec. 20.3-23.

61
62 (2) Retail stores and shops reasonably related to the day-to-day needs of the area to be serviced
63 limited to: antique; artist's studios; bait and tackle; bakery with baking on premises; bicycle
64 sales and repair; billiard, game or pool room; dance academies (soundproofed and air
65 conditioned); curio; fruit and vegetable retail (packing permitted); hardware; retail
66 clothing; interior decorating; dry cleaners, laundries and laundromats; leather goods;
67 luggage; meat markets (no processing plant); music; newsstands; optical; office supplies;
68 photographic galleries; printing; shoe; sporting goods; stationery and books; travel
69 agencies; restaurants without the sale of beer and wine; restaurants selling alcoholic
70 beverages limited to beer and wine; drapery; paint and wallpaper; clock sales; rentals; palm
71 reading; banks; financial institutions; animal clinics; veterinary hospitals; drugstores; and
72 grocery stores; provided that no outdoor sales, display, preparation or storage is permitted.
73 (amended 10/12/93 - Ord 93-36)

74
75 (3) Banks and financial institutions with drive-in facilities; drive-in restaurants; the sale of
76 gasoline without garage, car repair, or car wash facilities.

77
78 (4) Retail sales of beer and wine at establishments commonly known as convenience stores
79 only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the
80 Florida Department of Business Regulation, for off-premises consumption only.

81
82

- 83 (5) The above are uses subject to the following limitations:
- 84 (i) Sale, display, preparation and storage to be conducted within a completely
- 85 enclosed building.
- 86 (ii) Products to be sold only at retail.
- 87
- 88 (d) *Conditional Uses.* The following uses are permitted in the BA District subject to conditions
- 89 provided in Section 20.3-5.
- 90
- 91 (1) Bed and Breakfast Inns.
- 92
- 93 (2) Public Assembly.
- 94
- 95 (3) Residential Dwelling.
- 96
- 97 (4) Communication Antennas and Communication Towers, including accessory buildings,
- 98 tower support and peripheral anchors as governed by the provisions of Section 20.3-46 of
- 99 the Clay County Land Development Code, provided that said towers are 200 feet from
- 100 adjacent residentially zoned property. (Amended 11/26/96 - Ord. 96-58)
- 101
- 102 (5) Seasonal outdoor sales (amended Ord. 93-36, Oct. 1993)
- 103
- 104 (6) Land Clearing Debris Disposal Facility (Amended 6/98 - Ord. 98-27)
- 105
- 106 (7) Day Care Centers.
- 107
- 108 (8) Medical Marijuana Treatment Center Dispensing Facility
- 109
- 110 (e) *Uses Not Permitted.*
- 111
- 112 (1) Any use not allowed in (c) or (d) above.
- 113
- 114 (2) Any use which would create any obnoxious, corrosive, or offensive noise, gas, odor, smoke,
- 115 dust, fumes, vibration, or light, and which would be detrimental to other surrounding
- 116 properties or to the welfare and health of the citizens in the area.
- 117
- 118 (f) *Density Requirements.* The maximum density of development for land in the BA zoning
- 119 classification shall correspond to a floor area ratio (FAR) of forty (40) percent.
- 120
- 121 (g) *Lot and Building Requirements.* The principal building(s), accessory structures and other uses shall
- 122 be located so as to comply with the following minimum requirements.
- 123 *Rev. 04/22/08*
- 124
- 125 (1) Front lot line setbacks shall in no case be less than twenty-five (25) feet.

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- (2) All structures shall be set back a minimum of 50 feet landward from the ordinary high water line or mean high water line, whichever is applicable; for waters designated as Aquatic Preserves or Outstanding Florida Waters, the setback will be 100 feet. These setbacks shall not apply to structures on lots or parcels located landward of existing bulkheads permitted by the St. Johns River Water Management District or Florida Department of Environmental Protection.

- (3) *Side lot line setbacks.*
 - (i) For one story building height up to a maximum of twenty-two (22) feet on property which abuts any residential or agricultural district shall be no less than twenty-five (25) feet. If said lot is a corner lot, then setbacks shall be the same as the front setback.

 - (ii) For two story building height up to a maximum of thirty-five (35) feet on property which abuts any residential or agricultural district shall be no less than thirty-five (35) feet. If said lot is a corner lot, then setbacks shall be the same as the front setback.

 - (iii) Where the adjoining lot is also zoned for business, a one-story building at a maximum height of twenty-two (22) feet may be placed anywhere within the required side setback area up to the side lot lines providing that the building is constructed in accordance with the regulations of the applicable Building Code. A two-story building with a maximum height of thirty-five (35) feet shall provide the maximum side setback of fifteen (15) feet.

- (4) *Rear lot line setbacks.*
 - (i) In one story building height up to a maximum of twenty-two (22) feet on property which abuts any zoning district shall be no less than twenty-five (25) feet when adjacent to multi-family and single-family residences.

 - (ii) In two story building height up to a maximum thirty-five (35) feet on property which abuts any zoning district shall be no less than thirty-five (35) feet, and no less than twenty-five (25) feet when adjacent to multi-family and single-family residences.

- (5) Rear lot line setbacks shall be twenty (20) feet. If the rear yard does not abut a public street, then access over private property shall be provided. Access shall not be less than fifteen (15) feet in width and shall be unobstructed at all times.

- (6) Where a district is adjacent to a lot line of property of a residential or agricultural

169 classification, no materials, garbage containers or refuse shall be allowed nearer than
170 fifteen (15) feet to such a residential or agricultural district. Garbage or refuse shall be
171 containerized, and such containers shall be enclosed or screened so as not to be readily
172 visible.

173
174 (7) *Height limitations.*

175
176 (i) One story construction shall not exceed the building height of twenty-two (22)
177 feet.

178
179 (ii) Two story construction shall not exceed the building height of thirty-five (35) feet.

180
181 (8) *Lighting.* Artificial lighting used to illuminate the premises and/or advertising copy shall
182 be directed away from adjacent residential or agricultural property.

183
184 (9) No outside amplification of sound shall be permitted which can be heard off-site.

185
186 (10) Visual Barrier: Proposed non-residential development shall be buffered from adjacent
187 land within the residential land use categories identified in Section 20.3-8 with a ten (10)
188 foot landscaped area, minimum six (6) foot high opaque barrier (fence or vegetation) and
189 tree planting thirty (30) feet on center. For all development commenced on or after
190 January 28, 2003, the provisions of this subsection shall not apply. For developments
191 that commence after this date, the provisions of Article VI of the Clay County Land
192 Development Code (the Tree Protection and Landscaping Standards) will apply. (Rev.
193 02/08/11)

194
195 **Staff Assessment and Recommendation**

196
197 The applicant is requesting a change in zoning from BA-2 to BA for 0.58 acres. The present BA-2 zoning
198 district limits development to commercial and professional offices that have a gross square floor area limited
199 to 2,500 sq. ft. The requested BA zoning will allow retail and service uses to satisfy basic frequent shopping
200 needs and are best suited in relative proximity to places of residence. Properties to the south and west are
201 zoned for commercial uses. Immediately to the north is the residential portion of the Black Creek Village
202 development. Development within the Black Creek Village project is limited to a maximum height 70 feet
203 for non-residential uses and 35 feet for residential uses. The requested BA zoning is consistent with the
204 Commercial future land use designation of the property.

205
206 Staff has reviewed the application and determined that the request is consistent with the future land use of
207 the property and is compatible with the surrounding area. Staff recommends approval of application ZON
208 24-0029.



Department of Economic and Development Services

Planning & Zoning Division

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

Phone: (904) 284-6300

www.claycountygov.com



Pre-Application Meeting Date:	9/5/24	CAC Meeting Date (if applicable):
Date Rec:	Received By:	IMS #:

REZONING APPLICATION

Owner's Name: River Capital Properties LLC	If the property is under more than one ownership please use multiple sheets.	
Owner's Address: 1547 Peter's Creek Rd		
City: Green Cove Springs	State: Florida	Zip Code: 32043
Phone: 904-315-3002	Email: Stan@rivercpa.com	

Parcel & Rezoning Information

Parcel Identification Number: 28-05-26-014393-000-00		
Address: 1492 Fraser		
City: Green Cove Springs	State: Florida	Zip Code: 32043
Number of Acres being Rezoned: .58	Current Zoning: BA-2	Current Land Use: Vacant
Proposed Zoning: BA	I am seeking a:	Permitted Use <input checked="" type="checkbox"/> Conditional Use <input type="checkbox"/>
Property Will be Used as:	A CPA firm	

Required Attachments

Deed
 Survey
 Site Plan & Written Statement if Rezoning to PUD PCD PID BSC and PS-5
 Agents Authorization Attachment A-1
 Owner's Affidavit Attachment A-2
 Legal Description Attachment A-3
 Supplemental Development Questions if Rezoning to PUD PCD PID Attachment A-4

Notices

The required SIGN(S) must be POSTED on the property BY THE APPLICANT 21 days in advance of the date of the first required public hearing. The sign(s) may be removed only after final action of the Board of County Commissioners and must be removed within ten (10) days of such action. The applicant must also pay for the required public notice stating the nature of the proposed request which is required to be published in an approved newspaper AT LEAST 7 DAYS IN ADVANCE OF THE PUBLIC HEARING. Advertising costs are paid by the applicant directly to the newspaper and the applicant must furnish PROOF OF PUBLICATION to the Planning and Zoning Division, prior to the public hearing.

Hearings are held in the County Commission Chambers on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida. You or your authorized agent **must be present**. If there are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.

Clay County Rezoning Property Ownership Affidavit – Attachment A-2

Date: July 1, 2024

Clay County Board of County Commissioners

Division of Planning & Zoning

Attn: Zoning Chief

P.O. Box 1366

Green Cove Springs, FL 32043

To Whom it May Concern:

Be advised that I am the lawful Owner of the property described in the provided legal description attached hereto. I give full consent to process the application for rezoning.

Owner’s Electronic Submission Statement: Under the penalty or perjury, I declare that all information contained in this affidavit is true and correct.

I hereby certify that I have read and examined this affidavit and know the same to be complete and correct.

Signature of Owner:

Date:

Stanley U. Hunt

September 5, 2024

Printed Name of Owner:

Sworn to and subscribed before me this _____ day of _____ A.D. 20 _____

Personally known _____ or produced identification.

Type of identification produced _____ and number (#): _____

September 5, 2024

Signature of Notary

Date:





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Planning Commission

DATE: 11/6/2024

FROM: Jenni Bryla, Zoning Chief

SUBJECT:

A. COMP 24-0021

This application is a FLUM Amendment to change 36.97 acres from Agricultural (AG) to Rural Residential (RR).

B. ZON 24-0027

This application is a Rezoning to change from Agricultural District (AG) to Agricultural Residential District (AR).

AGENDA ITEM TYPE:

Planning Requirements:

Public Hearing Required (Yes\No):

Yes

Hearing Type: Second Public Hearing

Initiated By: Applicant

Owner: Laura Benson, 6183 CR 209 S, Green Cove Springs

Agent: NA

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Staff Report for COMP 24-0021	Cover Memo	10/23/2024	COMP_24-0021- _Staff_Report- _DRAFT_jbada.pdf
▢ Ordinance COMP 24-0021	Backup Material	10/23/2024	COMP_24-0021_Benson- _Ordinance_FINALada.pdf
▢ Staff Report for ZON 24-0027	Cover Memo	10/23/2024	ZON_24-0027_Benson- _Staff_Report_jbada.pdf

▫ Ordinance ZON 24-0027 Backup Material 10/23/2024

ZON_24-0027_Benson-
_Ordinance_FINALada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	11/20/2024 - 8:54 AM	Item Pushed to Agenda



1 **Comprehensive Plan Amendment Application for COMP 24-0021**
2 **Staff Report and Recommendation**

3 **Copies of the application are available at the Clay County**
4 **Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043**

5 **Owner / Applicant Information:**

Owner: Laura Benson
Agent: NA
Phone: 904-993-2733
Email: Laura@GodsTouch.com

Address: 6183 CR – 209, South
Green Cove Springs, FL 32043

6 **Property Information**

Parcel ID: 29-07-27-016105-000-00

Address: 6216 South CR-209 west of the St.
John’s River and east of the CSX railroad line

Current Land Use: AG (Rural)

Current Zoning: AG (Agriculture) with a
proposed change to AR
(Agriculture/Residential) ZON 24-0027.

Proposed Land Use: RR (Rural Residential)

Acres: 36.97 +/- acres

Commission District: 5, Comm. Burke

Planning District: Springs

7
8 **Introduction:**

9 This application is a Small-Scale Comprehensive Plan Amendment to the 2040 Future Land Use Map
10 (FLUM). The application would change an approximately 37-acres parcel of land from AG (Agriculture)
11 to RR (Rural Residential). The Applicant desires to separate a 10-acre tract on the west side, from the
12 parent parcel.
13

14 The subject parcel is located on the west side of CR 209 S, just south of the intersection of Decoy Rd
15 and CR 209 S. The Applicant has owned the land since 2005 and the use of the property is currently
16 listed as agricultural timber land along with an agriculture homesite, according to the Clay County
17 Property Appraiser. The Applicant also currently owns land to the east across CR 209 S. The entire
18 parcel change is being requested, however, it is the Applicants intent to only split 10 acres on the west
19 of the parent tract. No new development is being proposed for the parcel at this time.
20

21 The parcels to the north of the subject site also currently have a future land use of AG. These parcels,
22 however are less than the 20 acres required by Agricultural Land Use. These parcels were created
23 using the “Heirs” provision in the code. The pattern of development for the area especially to the north
24 of the subject site is a variety of smaller parcels ranging from two acres to over 40 acres. This eclectic
25 mix of varying size of parcels, that were initiated in the 90’s, translates into an agricultural/residential
26 community east of the CSX railroad and west of CR 209-S.
27

28 A companion rezoning application from AG to AR follows this Comprehensive Plan Amendment.
29 With the Change of Land Use, the parcel will be consistent with those lands to the east which also have
30 a Future Land Use designation of RR and are in the AR zoning district. This change allows for larger,
31 rural residential lots and also can accommodate some agriculture. The land to the South is a 345-acre

32 parcel owned by a bon-a-fide agricultural timber operation that ends at the county line. The proposed
33 change in land use and zoning should not affect the productivity or viability of the established business
34 but instead create the perception of a boundary of residential development south of decoy road.
35
36

Figure 1 - Location Map

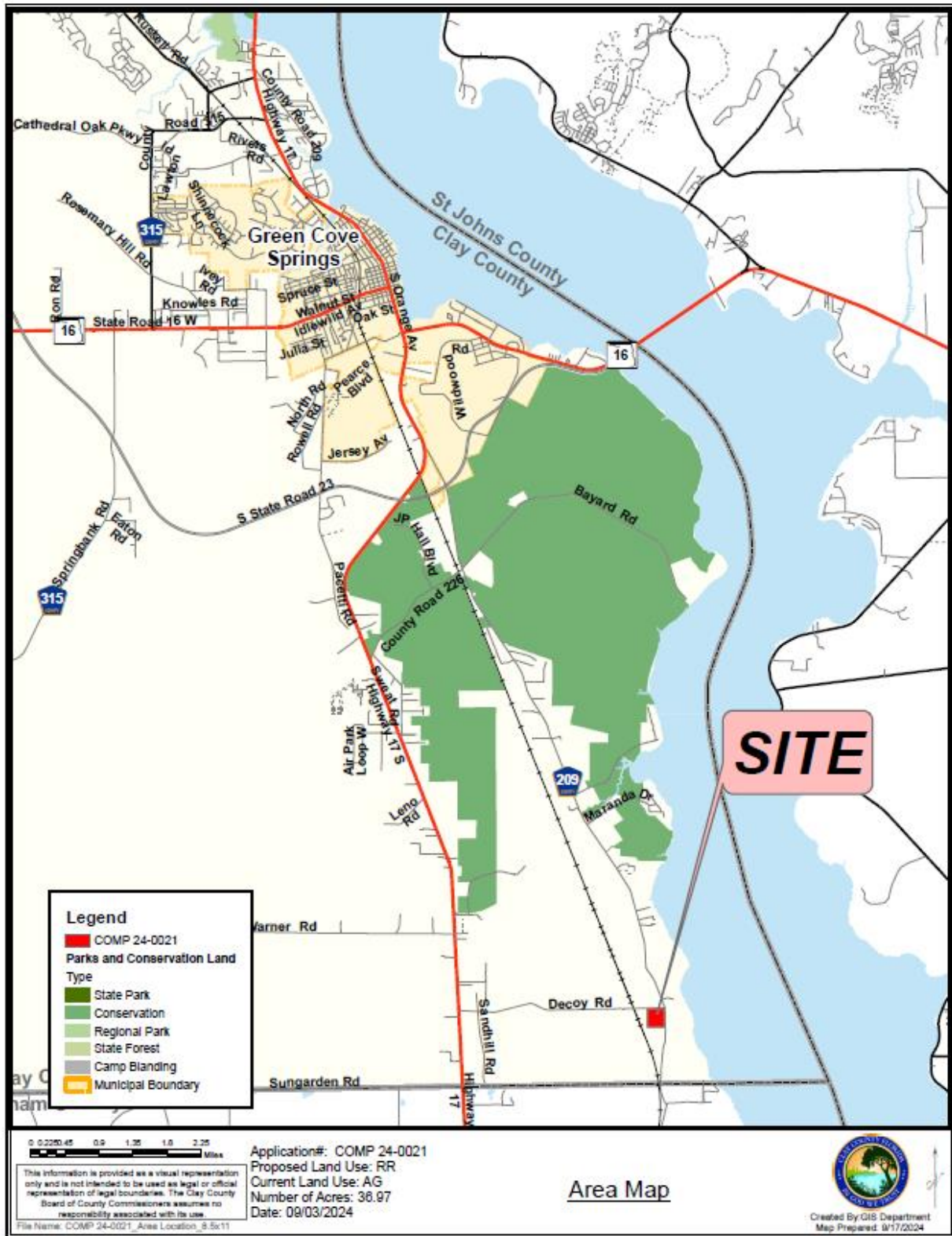


Figure 2 - Parcel Map

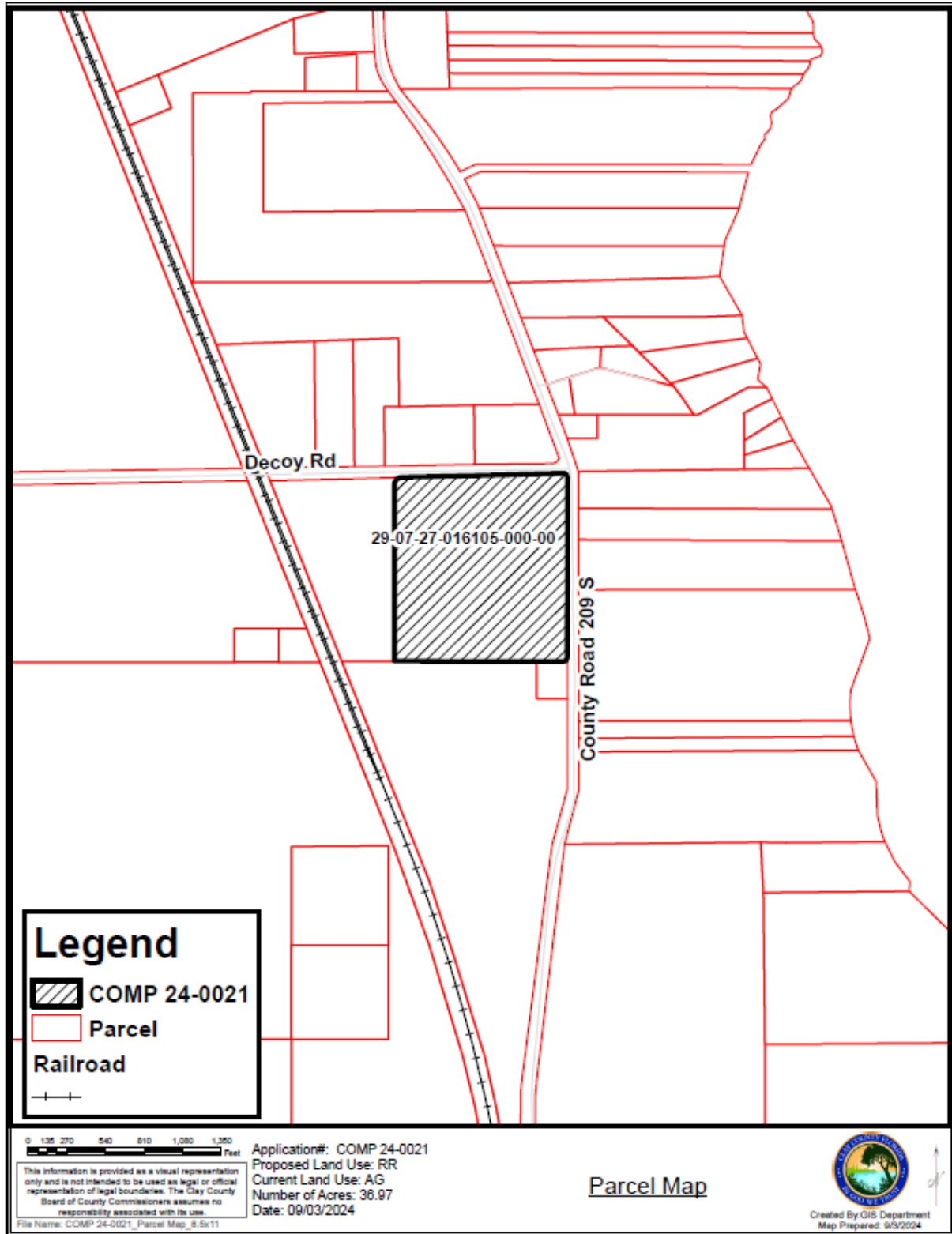


Figure 3 - Aerial Photo

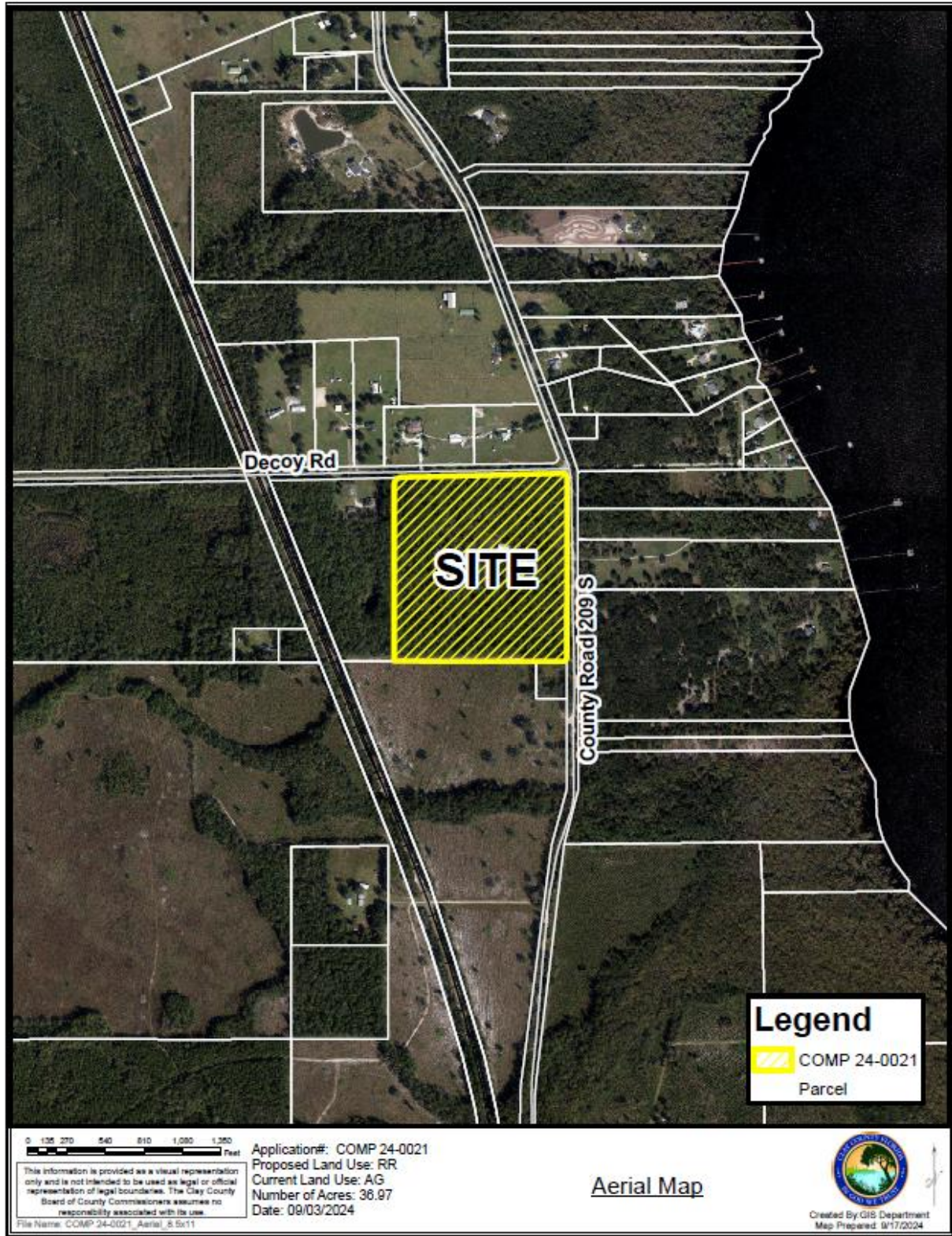


Figure 4 – Existing Future Land Use Designation Map

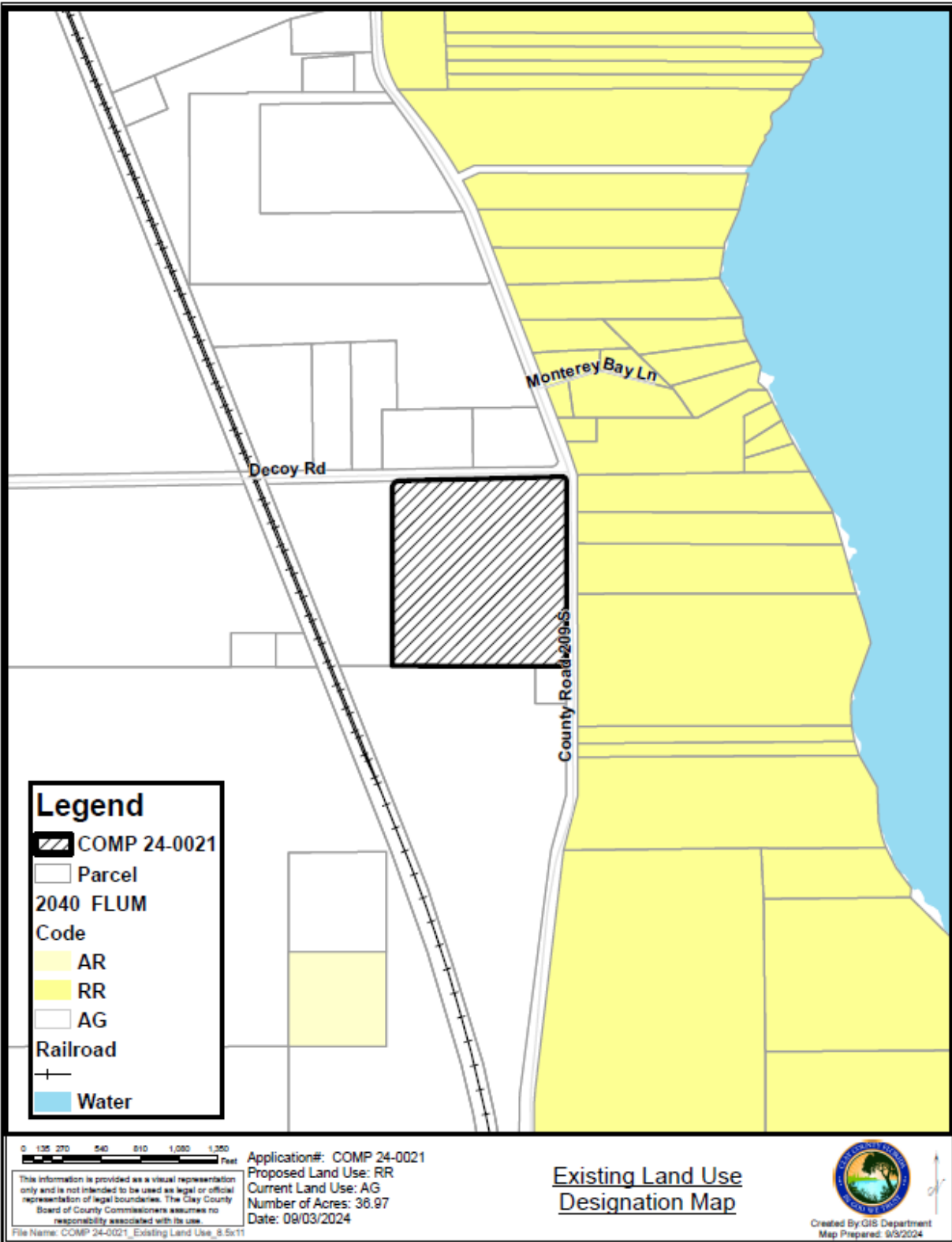


Figure 5 – Proposed Future Land Use Designation Map

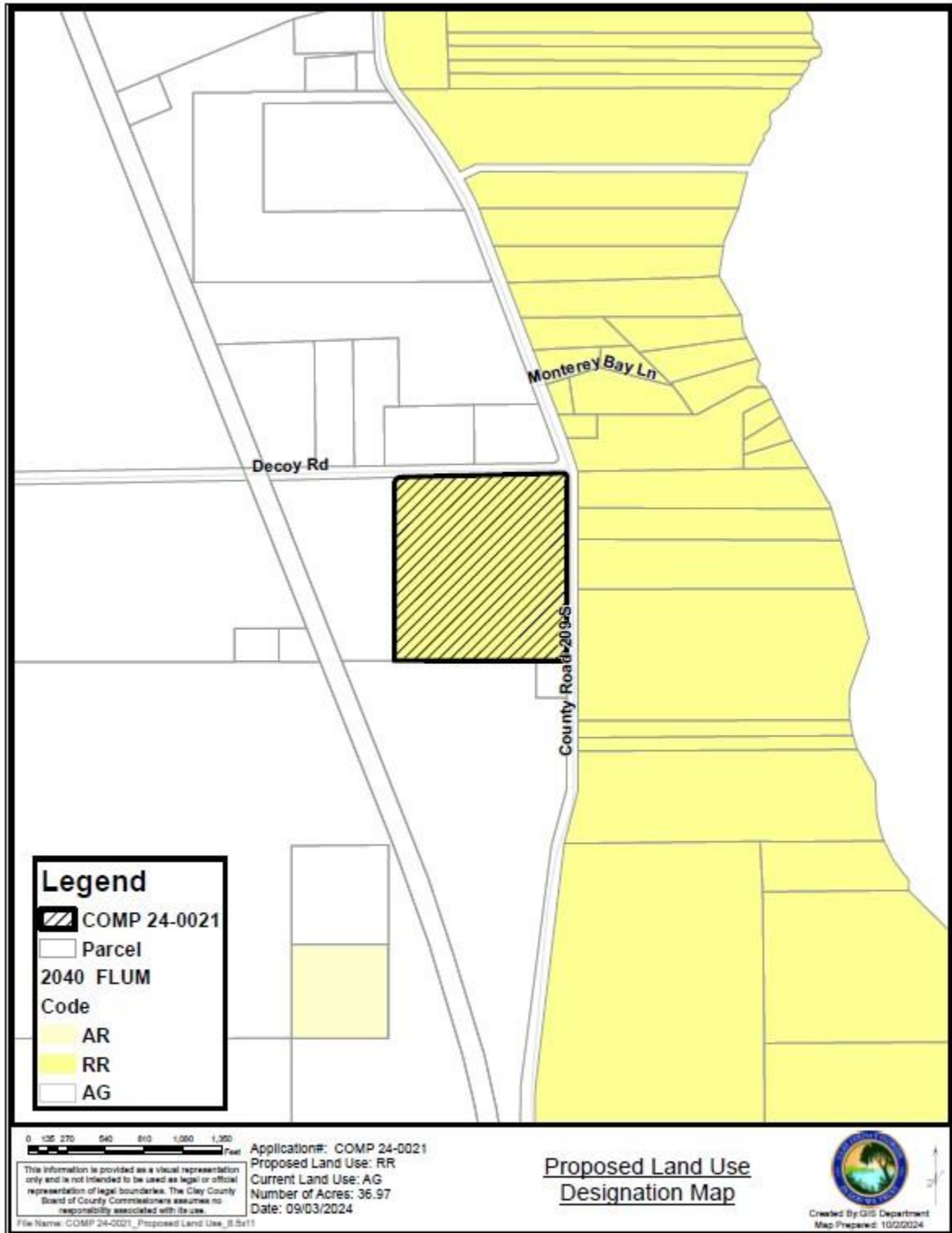
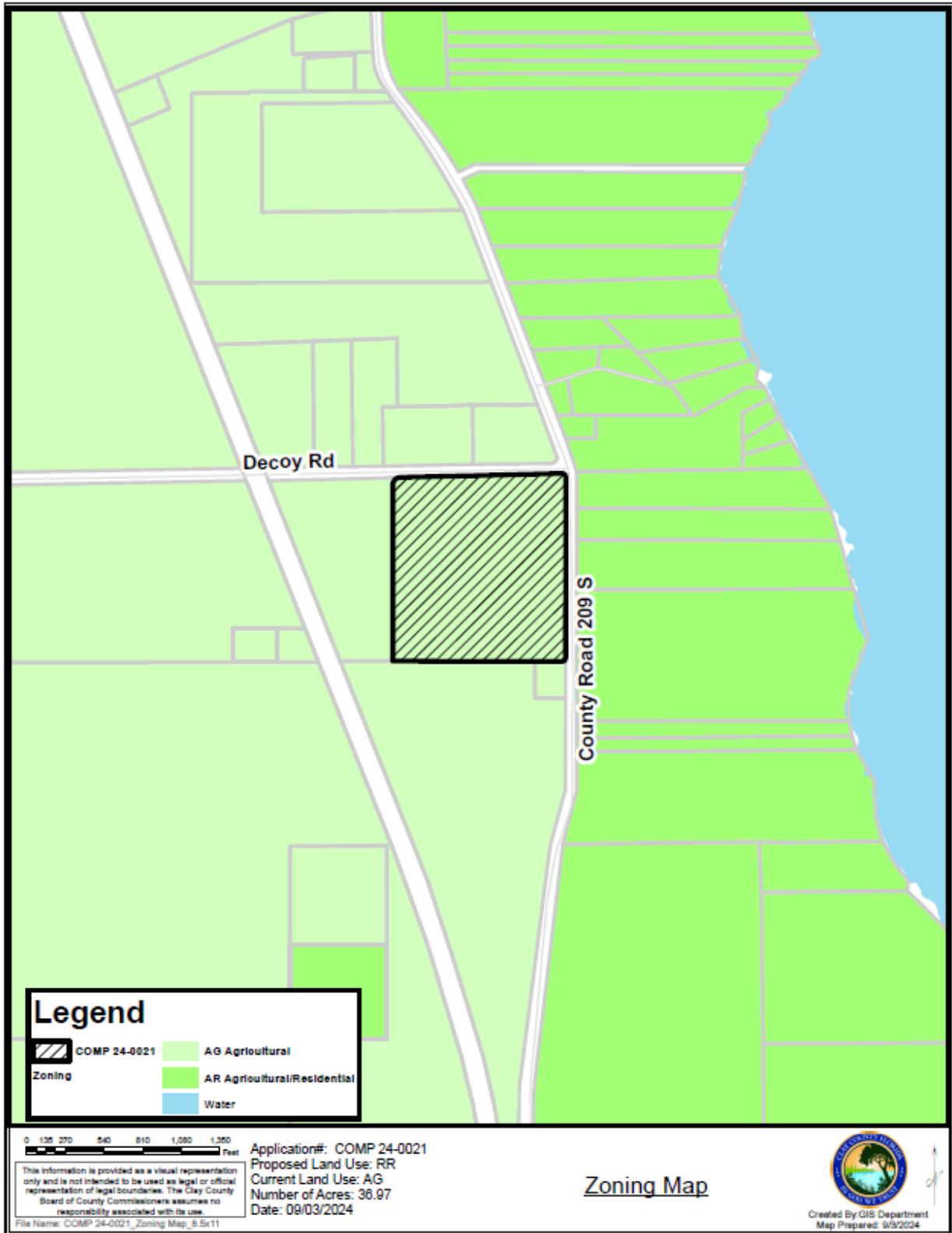


Figure 6 – Zoning Map



49 **Availability of Services**

50 **Traffic Facilities:**

51 The County's Mobility Fee will apply should any development should be proposed for the property.

52 The property fronts on two local roads, one of which is paved.

53 **Schools:**

54 Should residential uses be introduced onto the parcel, school impacts will be assessed.

55

56 **Recreation:**

57 There are no new residential uses associated with this land use change, so therefore no new
58 recreation lands are required.

59

60 **Water and Wastewater:**

61 The property is located outside of the Urban Service Line and therefore would need to utilize a well
62 and septic system to service the property should it be necessary.

63

64 **Stormwater/Drainage:**

65 Stormwater management for any new construction will need to meet County and Water Management
66 District standards.

67 **Solid Waste:**

68 Clay County has existing solid waste capacity to service to the area.

69 **Land Suitability:**

70 **Soils:**

71 Please See Figure 7, which shows the soils are suitable to this land use change and additional residential
72 structures, if requested.

73 **Flood Plain:**

74 The parcel is located in Flood Zone "X" and therefore has no development constraints. See Figure 8.

75 **Topography:**

76 The subject parcel is relatively flat stabilizing at elevation 13-15', across the face of the land. See Figure
77 9.

78 **Regionally Significant Habitat:**

79 There have been black bear sightings to the north of the property. See Figure 10.

80 **Historic Resources:**

81 There are no historic resource structures on the subject parcel although historic structure locations
82 have been mapped to the east and west of the subject parcel. See Figure 11.

83 **Compatibility with Military Installations:**

84 The subject property is not located near Camp Blanding.

85

Figure 7 - Soil Map

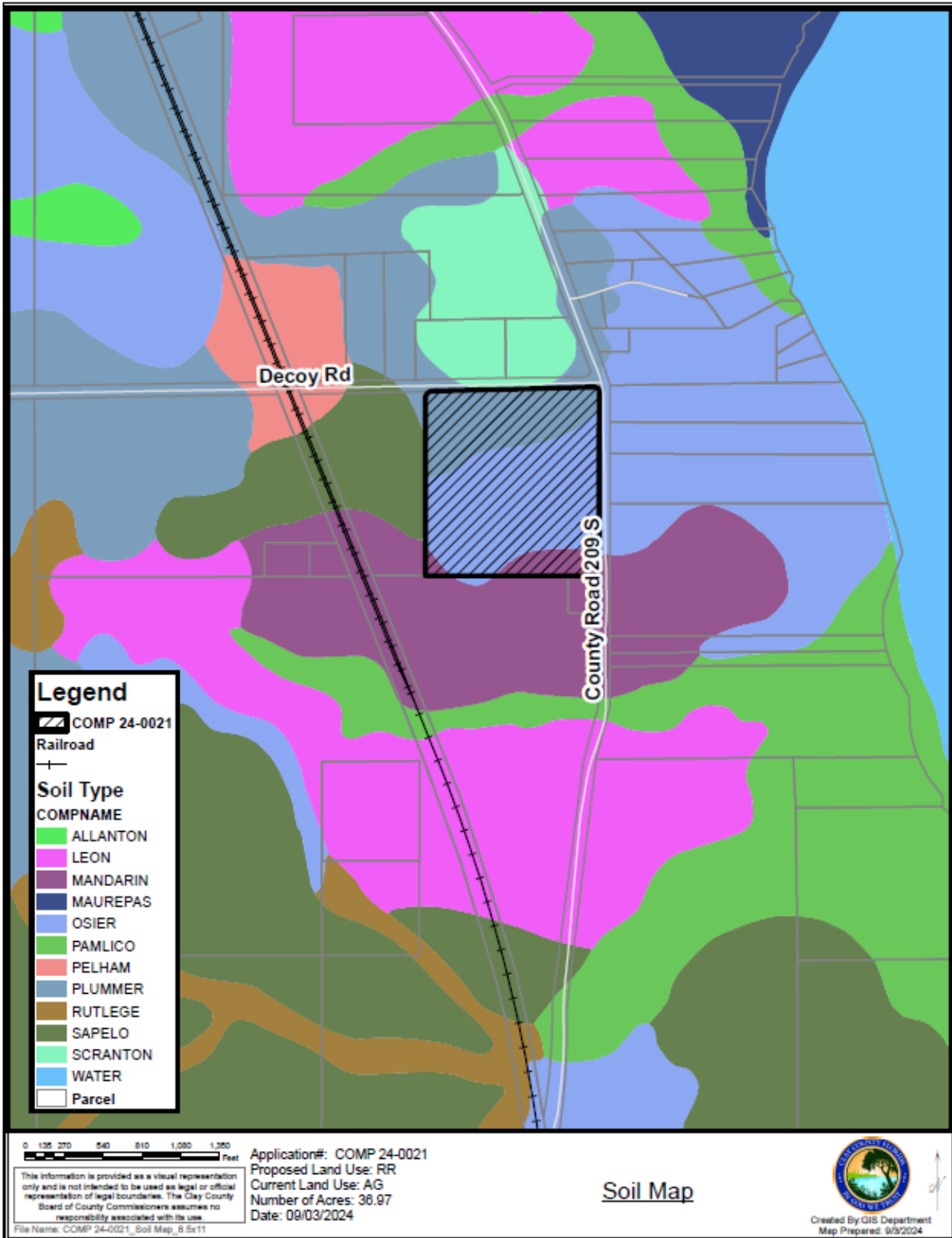


Figure 8 – Flood Zone Map

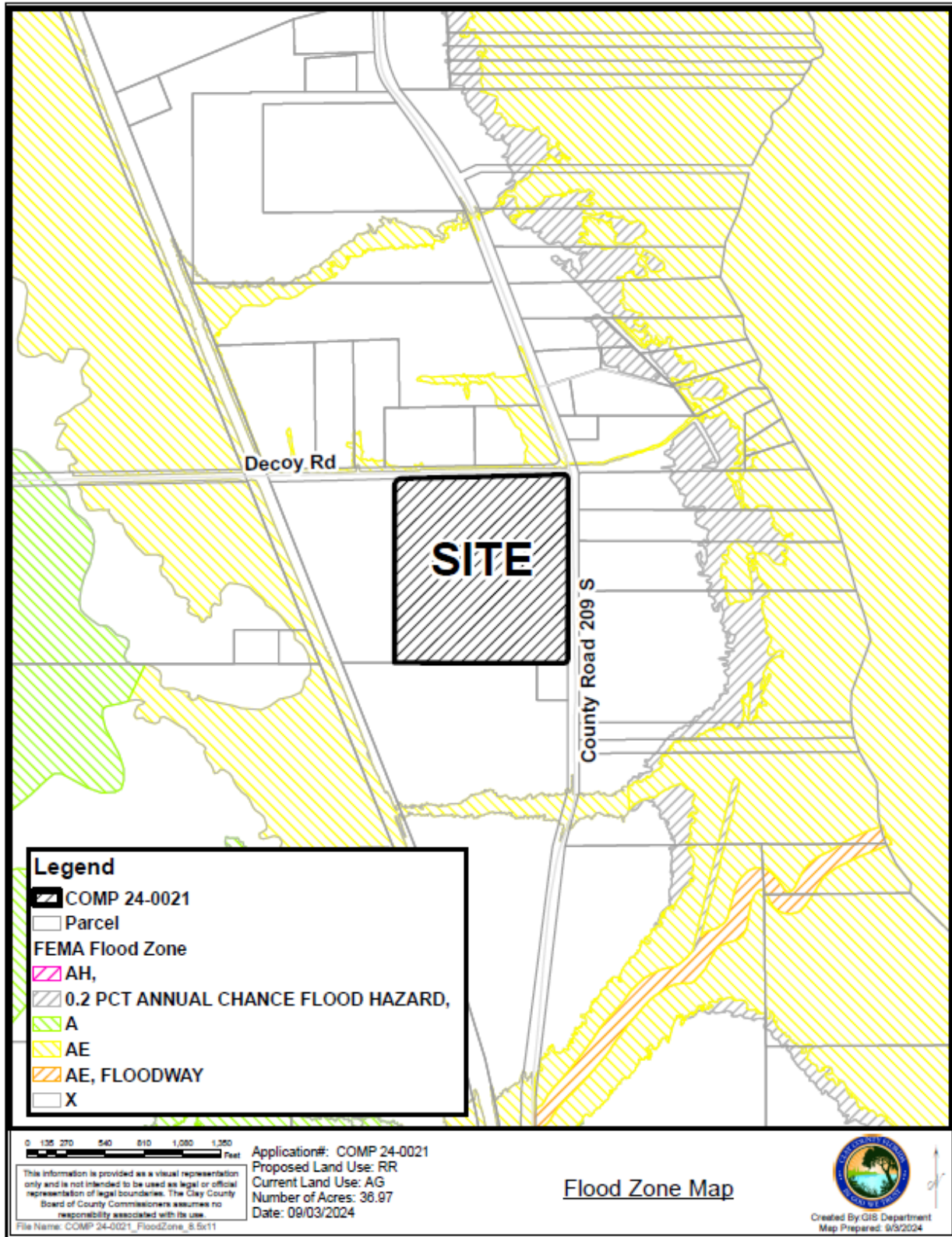


Figure 9 – Topography Map

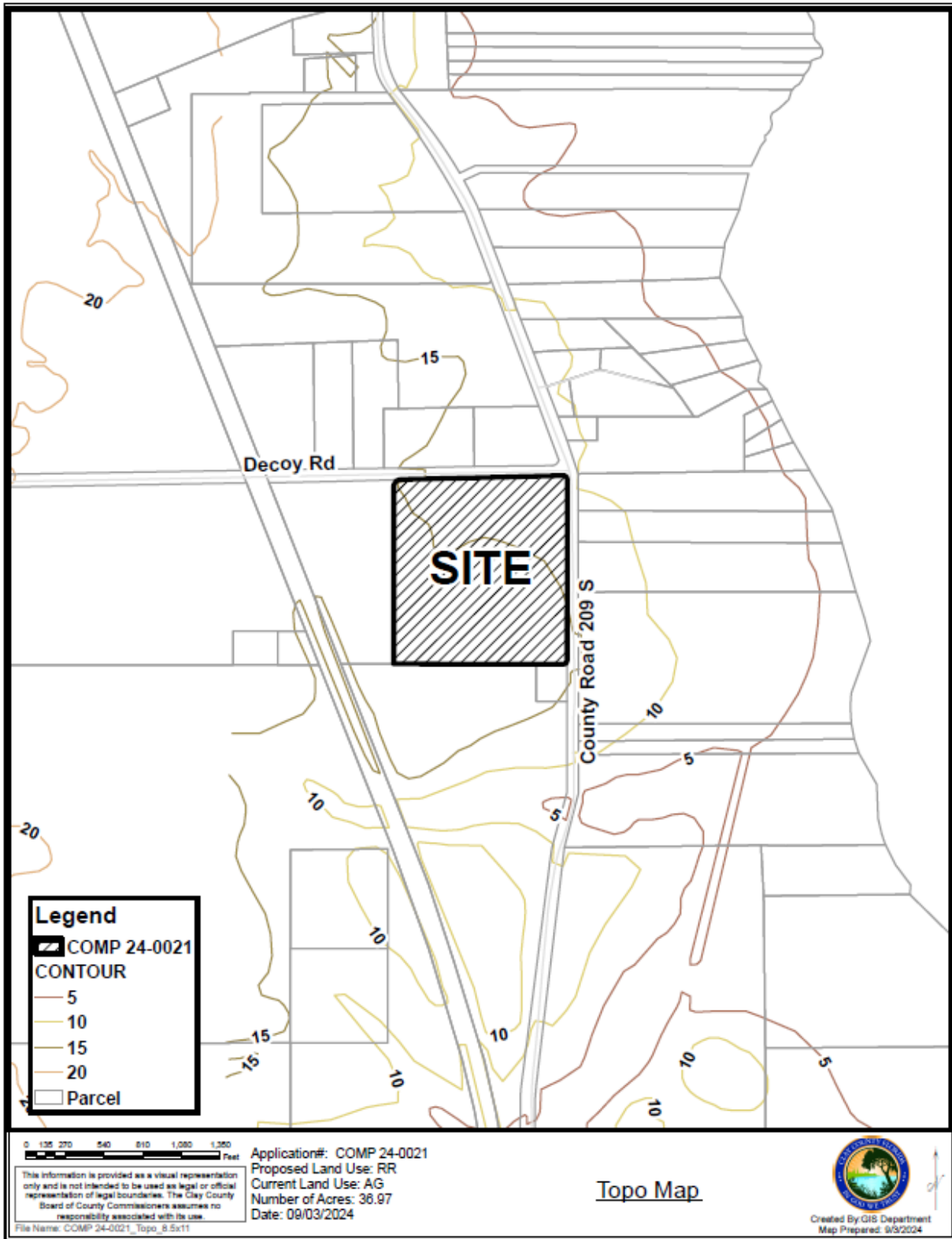


Figure 10 – Habitat Value Map

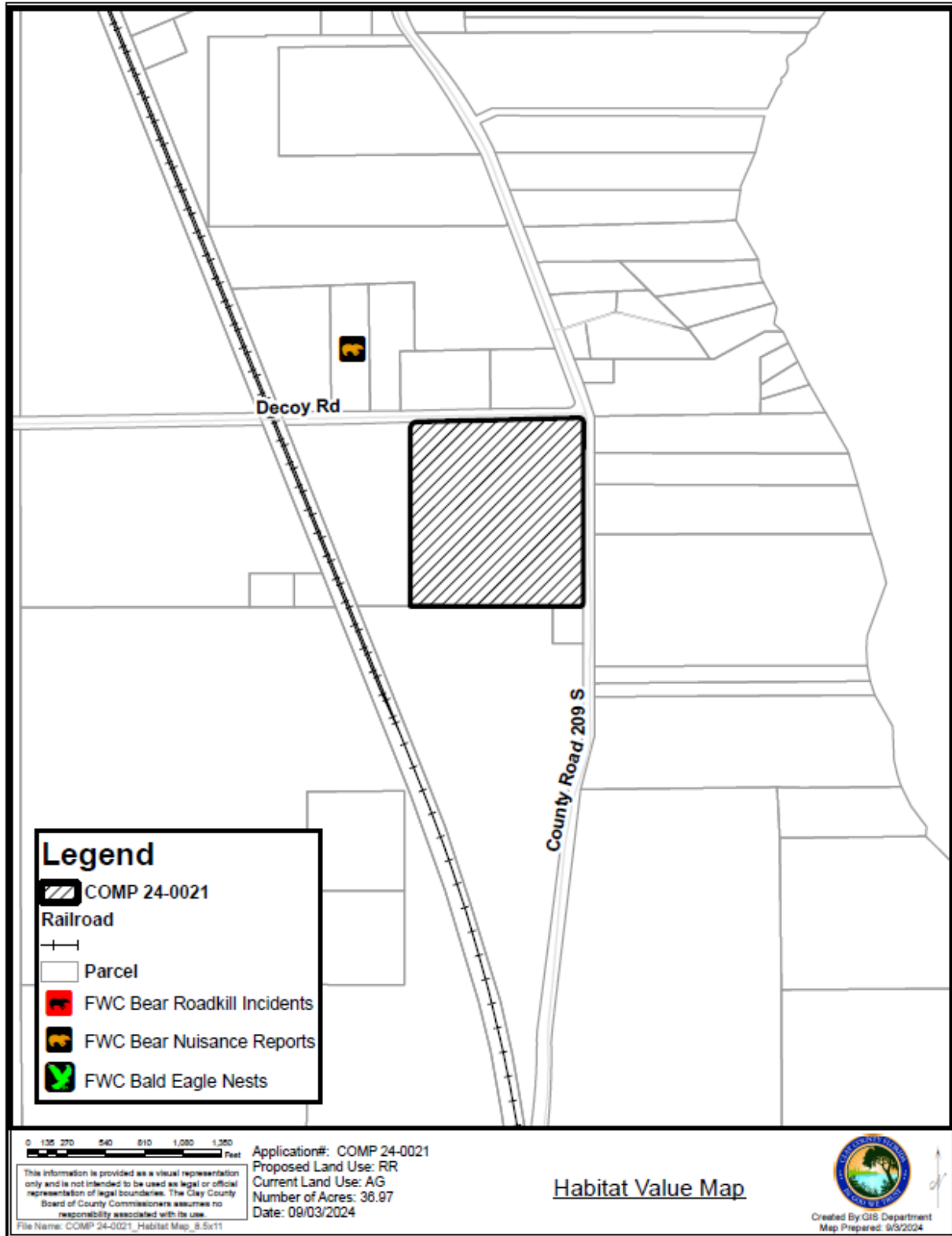
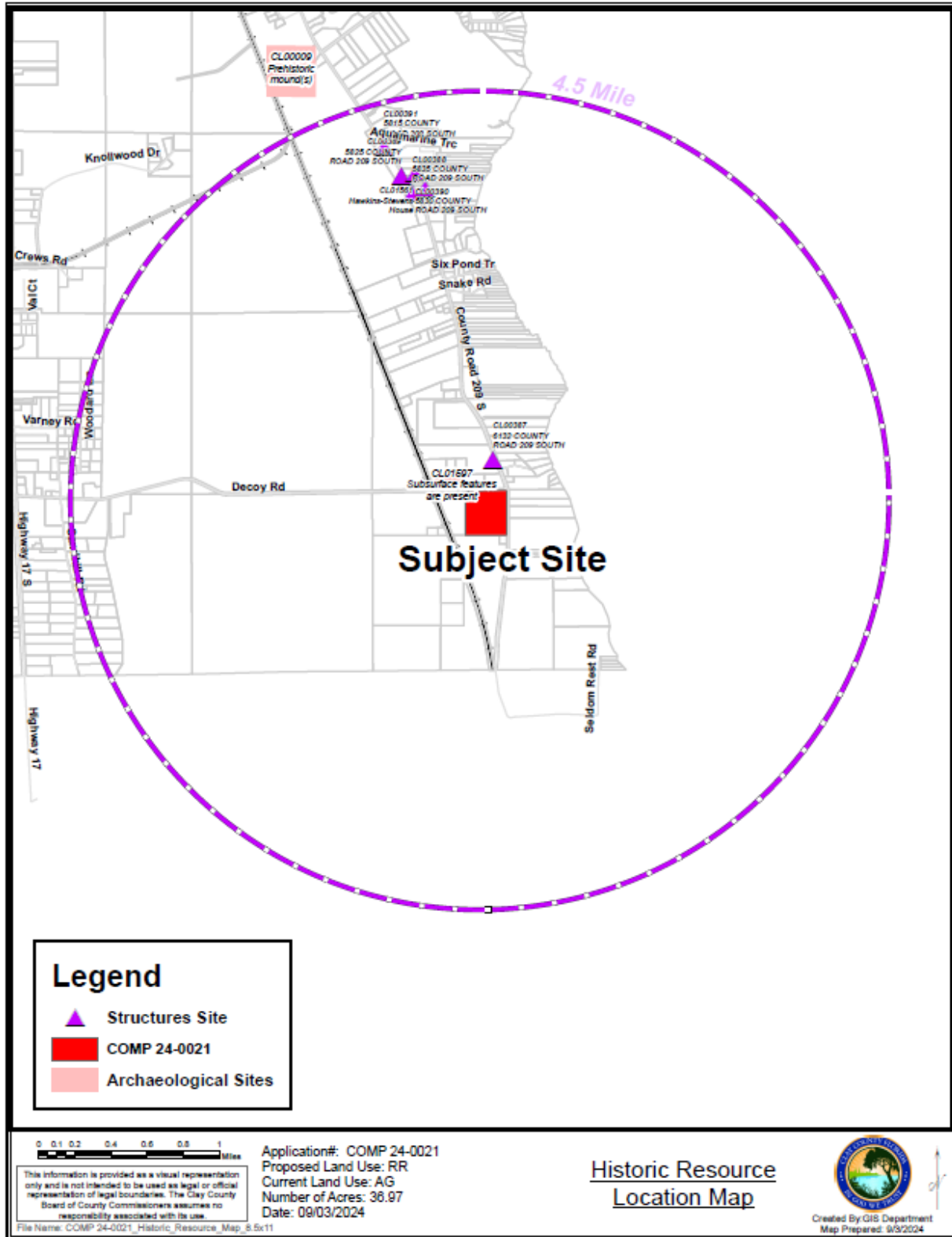


Figure 11 - Historical Resources



96 **Relevant Clay County 2040 Comprehensive Plan Policies**

97 The subject property is currently designated Agricultural AG. The following Comprehensive Plan policy
98 describes the AG land use designation and the permitted development density.

99 FLU Policy 1.4.1.1 Agricultural (AG)

100 Agriculture – “AG” (Rural): This classification is intended for those areas of the County
101 designated as appropriate locations for all types of agricultural pursuits including crop
102 production, pasture land for grazing cattle and horse farming, timber production, and cover
103 crops for soil regeneration. Agricultural lands account for an important segment of the Clay
104 County economy and play a vital role in the conservation of the County's natural resources.
105 These uses are generally characterized by being situated in areas removed from urban services,
106 having very sparse densities and exhibiting a rural character. The Plan recognizes the value of
107 these lands for agricultural and silvicultural activities, at both a small and large scale, and,
108 therefore, recognizes their potential suitability for limited residential development at a density
109 of one unit per twenty gross acres.

110 This application proposes to amend the use of subject parcel to Rural Residential RR land use. The
111 following Comprehensive Plan policy describes the RR land use designation and the permitted
112 development density.

113 FLU Policy 1.4.1.3 Rural Residential (RR)

114 Rural Residential - “RR” (Exurban): These areas will serve as a transition between areas
115 with planned urban services, agriculture/residential areas, and environmentally sensitive
116 areas. The new growth in these areas may include central sewer or water systems or other
117 urban level public services if feasible. Rural residential areas will provide a low-density
118 residential character. Designation of these areas on the Future Land Use Map is based on
119 recognizing a number of existing and future development factors. These include areas with
120 soil conditions suitable for individual wells and septic systems; existing rural subdivisions
121 with little or no infrastructure improvements, including unpaved roads; small farm or
122 recreational and low intensity institutional uses; and areas which are in close proximity to
123 but outside of, planned urban services and are not anticipated to develop at an intensity to
124 require significant urban services within the planning period. Allowable residential density
125 under this category shall be one dwelling unit per 5 net acres. Implementation of this land
126 use designation shall occur in accordance with the Land Development Regulations. Some
127 locations in Rural Residential may qualify for a density of one unit per acre, but only if the
128 requirements of tract size, clustering and points in Future Land Use Objective 1.4 and its
129 policies are met. a) Within the Rural Residential land use designation, developments
130 meeting the following criteria are authorized to subdivide parcels into tracts of no less than
131 five acres. Property owners are further authorized to construct one single family home on
132 each five acre parcel and to receive a building permit upon proper application therefor,
133 without regard to the density restrictions otherwise applicable to such properties as set
134 forth herein and in the land development regulations, and without being required to record
135 a plat or otherwise comply with the development standards set forth in the subdivision
136 regulations. i) The parcels must lie within a Residential Aviation Community. ii) The
137 geographical boundary of the community must contain less than 100 parcels. iii) At least
138 75% of the parcels must be five acres in size or less. iv) All roads providing access to the
139 newly created residential parcels must be paved and privately owned and maintained. v)

140 The total potential number of newly created parcels must not exceed 20% of the total
141 number of parcels within the community. Said lots may not be further subdivided through
142 the heirs and homestead provisions of the Plan.

143

144 In addition to the above, the County Comprehensive Plan encourages residential development that
145 allows for a variety of housing types and “in-fill” development. This initiative is evident in the following
146 Objective and Policy.

147 HOU OBJ 1.1 Clay County shall provide appropriate land use categories and land development
148 regulations to allow for a variety of housing types and values for the additional dwelling units
149 needed to meet the projected rise in population by the year 2040.

150 HOU POLICY 1.1.1 The County shall provide incentives for "in-fill" development in
151 existing urbanized areas in order to discourage unwarranted urban sprawl.

152

153 Analysis Regarding Urban Sprawl

154 It is the intent of Clay County to discourage the proliferation of Urban Sprawl. As required by FS
155 163.3177, all proposed comprehensive plan amendments will be determined to discourage urban
156 sprawl if four or more of the conditions are met.

157 (I) Directs or locates economic growth and associated land development to geographic areas of
158 the community in a manner that does not have an adverse impact on and protects natural resources
159 and ecosystems.

160 *The proposed amendment continues the pattern of very low density residential development that*
161 *has been established north of the subject property. The change in the subject property would*
162 *establish the County's southern edge for low density development.*

163 (II) Promotes the efficient and cost-effective provision or extension of public infrastructure and
164 services.

165 *The proposed amendment will allow a very low density residential product with lots equal to or*
166 *greater than 10 acres. The lot size is more than necessary to establish a well and septic system for*
167 *the needs of a single family home.*

168 (III) Promotes walkable and connected communities and provides for compact development and
169 a mix of uses at densities and intensities that will support a range of housing choices and a
170 multimodal transportation system, including pedestrian, bicycle, and transit, if available.

171 *The proposed amendment creates a continuation of the residential development pattern that has*
172 *been established in the area. The reduction in lot sizes from 20 acres to 10 allows the opportunity for*
173 *more connectivity between neighbors, removing the potential distance barrier.*

174 (V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and
175 prime farmlands and soils.

176 *The proposed amendment continues the pattern of residential uses to the north and east and helps*
177 *to preserve the established agricultural uses to the South. The change also does not preclude the land*
178 *from being used for agriculture, it just allows for a variety of sizes for the use.*

179 **Staff Finding:** Based on the four criteria above the proposed amendment will not constitute sprawl.

180 **Summary**

181 The proposed amendment would change the FLU of 36.97 acres from AG to RR.

182 **Recommendation**

183 Based on the above criteria, Staff recommends **approval** of the small scale Comprehensive Plan
184 amendment COMP 24-0021.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE CLAY COUNTY 2040 COMPREHENSIVE PLAN INITIALLY ADOPTED PURSUANT TO THE REQUIREMENTS OF SECTION 163.3184, FLORIDA STATUTES, UNDER ORDINANCE NO. 2018-31, AS SUBSEQUENTLY AMENDED, IN ORDER TO AMEND THE FUTURE LAND USE MAP TO CHANGE THE FUTURE LAND USE DESIGNATION OF A SINGLE PARCEL (TAX PARCEL IDENTIFICATION # 29-07-27-016105-000-00), TOTALING APPROXIMATELY 36.97 ACRES, FROM AGRICULTURE (AG) TO RURAL RESIDENTIAL (RR); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 26, 2018, the Board of County Commissioners of Clay County, Florida (the “Board”), adopted Ordinance No. 2018-31, which adopted the Clay County 2040 Comprehensive Plan (the “Plan”); and,

WHEREAS, Section 163.3184, Florida Statutes, outlines the process for the adoption of comprehensive plans or amendments thereto and provides that Section 163.3187, Florida Statutes, may be followed for plan amendments qualifying as small-scale development; and,

WHEREAS, Application COMP 24-0021, submitted by Laura Benson, requests an amendment to the Plan; and,

WHEREAS, the Board desires to amend the Plan as provided for below.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Clay County Ordinance No. 2018-31, as amended, is amended as provided in Section 2 hereof.

Section 2. The adopted Future Land Use Map of the Plan is hereby amended such that the Future Land Use designation for a single parcel of land (tax parcel identification # 29-07-27-016105-000-00), totaling approximately 36.97 acres, described in Exhibit “A-1”, and depicted in Exhibit “A-2” is hereby changed from AG (AGRICULTURAL) to RR (RURAL/RESIDENTIAL).

Section 3. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. The effective date of this Plan amendment shall be 31 days after adoption unless the amendment is challenged pursuant to 163.3187, Florida Statutes. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Commerce or the Administration

Commission finding the amendment in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Jim Renninger, Its Chairman

ATTEST:

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

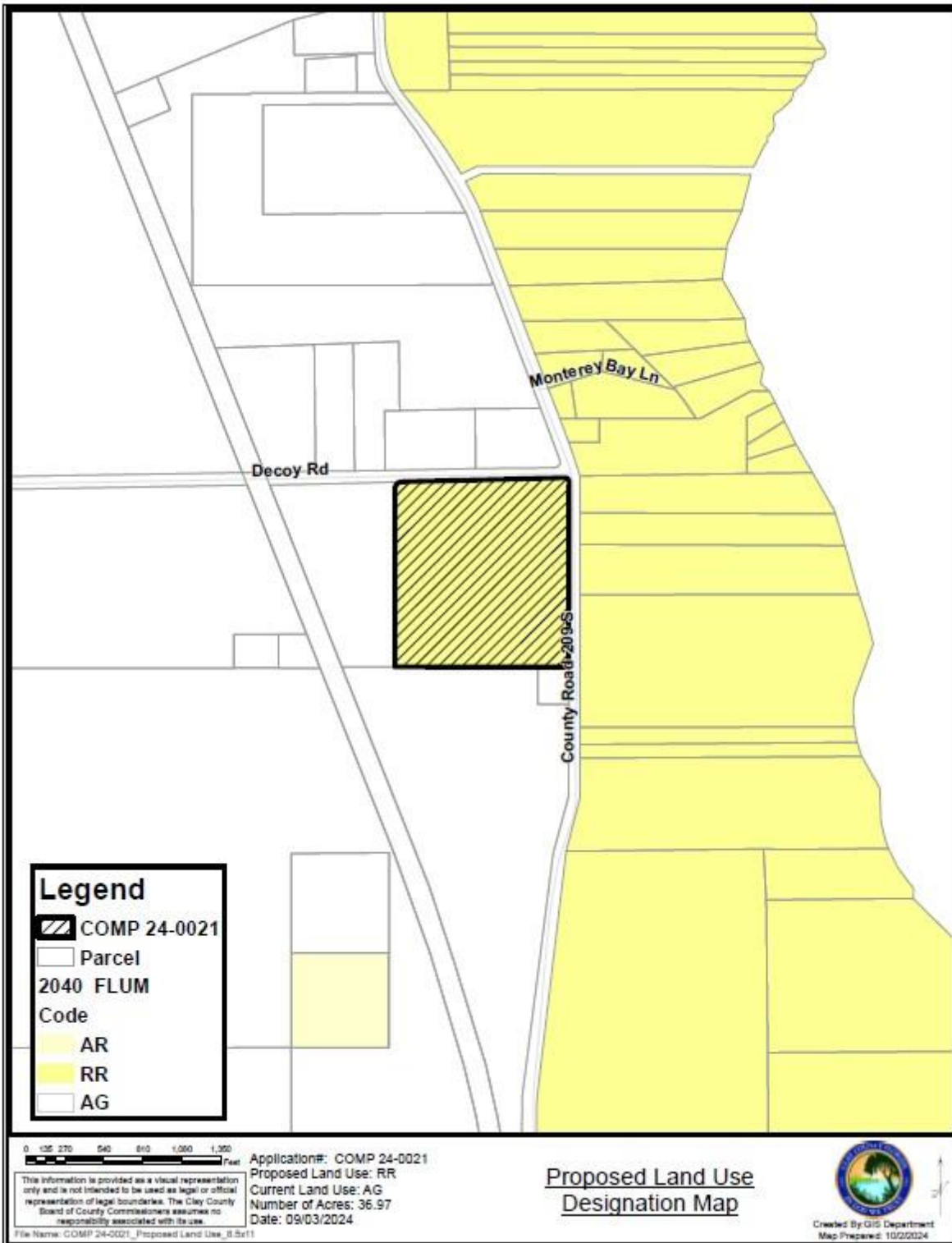
EXHIBIT A – LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLAY, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 27 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE ON THE WEST LINE THEREOF RUN SOUTH 00 DEGREES 02 MINUTES 38 SECONDS EAST 66.12 FEET TO THE SOUTH LINE OF COUNTY ROAD NO. C-214 (FORMERLY STATE ROAD NO. S-214, AN 80 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE ON LAST SAID LINE RUN THE FOLLOWING 2 COURSES: 1) NORTH 89 DEGREES 22 MINUTES 43 SECONDS EAST 1236.43 FEET; 2) SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, A CHORD DISTANCE OF 42.54 FEET TO THE WEST LINE OF COUNTY ROAD NO. C-209 (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED), THE BEARING OF SAID CHORD BEING SOUTH 65 DEGREES 28 MINUTES 07 SECONDS EAST; THENCE ON SAID WEST LINE SOUTH 00 DEGREES 03 MINUTES 28 SECONDS EAST 1253.55 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE ON LAST SAID LINE NORTH 89 DEGREES 51 MINUTES 22 SECONDS WEST 1275.35 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE ON LAST SAID LINE NORTH 00 DEGREES 02 MINUTES 38 SECONDS WEST 1254.63 FEET TO THE POINT OF BEGINNING.

Exhibit "A-2"





1 **Rezoning Application ZON-24-0027**
2 **Staff Report**

3
4 **Copies of the application are available at the Clay County**
5 **Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043**

6
7 **Owner / Agent Information**

Owner: Laura A Benson
Phone: 904-993-2733
Email: laura@godstouch.com

Address: 6216 County Road 209 S
Green Cove Springs, FL 32043

8
9 **Property Information (all parcels)**

10 **Current Zoning:** AG (Agricultural) **Land Use:** RR (Requested via COMP 24-0021)
11 **Zoning Proposed:** AR (Agricultura/Residential) **Total Acres:** 36.97+/-
12 **Commission District:** 5 (Commissioner Burke) **Planning District:** Springs
13 **Parcel #:** 29-07-27-016105-000-00
14
15

16 **Background**

17
18 This is an Applicant requested zoning change to change the subject parcel from Agriculture (AG)
19 to Agriculture/Residential (A/R). A request for a Land Use change is also being processed
20 concurrently for the subject parcel. The parcel measures approximately ±37 acres and lies at the
21 southwest corner of Decoy Rd and CR 209 S. The active CSX rail line is in close proximity to the
22 west of the subject property. The area’s Agricultural Future Land Use requires 20 gross acres per
23 one unit, the properties to the north of the subject property along Decoy Rd. are however less than
24 the 20 acres and instead range from 5 to 10 acres. These properties were reduced in size through
25 the “Heirs” provision of the code. The property directly to the east of the subject property across
26 CR 209 S is currently in the AR Agriculture/Residential zoning district, with a Rural Residential
27 Future Land Use.
28

29 The zoning and future land use of the parcels surrounding the subject parcel are provided in the
30 table below and are primarily A/R (Agricultural/Residential) to the east and AG (Agricultural) to
31 the west. Existing uses in the area are primarily residential and agricultural.
32

	ZONING	FUTURE LAND USE
North (Across Decoy Rd.)	AG (Agriculture)	AG (Agriculture)
East (Across CR 209 S.)	AR (Agricultural/Residential)	RR (Rural Residential)
West	AG (Agriculture)	AG (Agriculture)
South	AG (Agriculture)	AG (Agriculture)

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The intent of the Agriculture zoning district is:

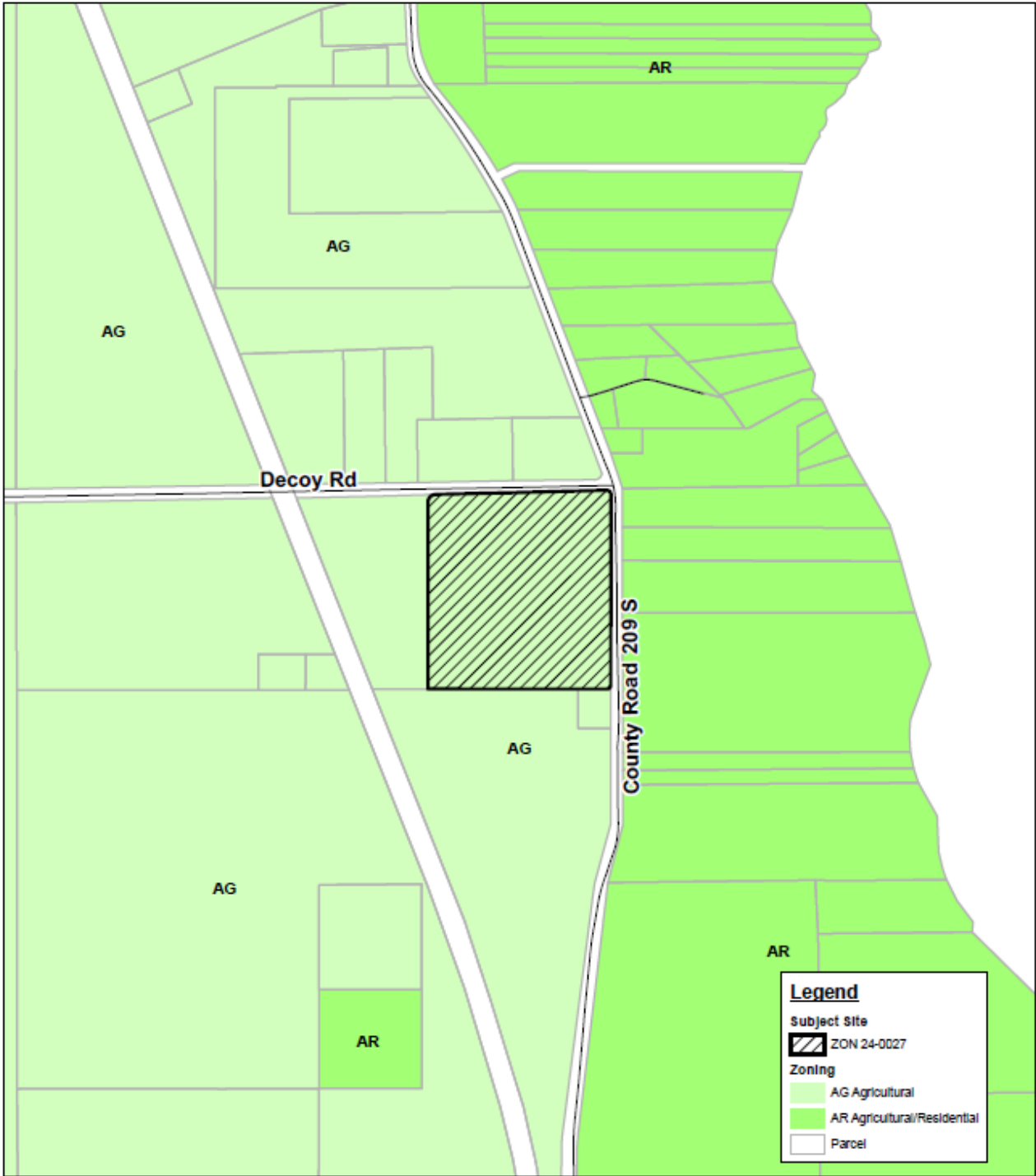
All land designated as Zone AG is subject to the regulations of this Section as well as the appropriate density and intensity restrictions from Sec. 20.3-10. Such uses have been established for the protection of agriculture as a major industry in the County by preventing encroachment on agricultural lands by incompatible uses; to encourage a broad range of agricultural activities and their accessory operations, including the processing and sale of agricultural products raised on the premises; to protect watersheds and water supplies, wilderness and scenic areas and conservation and wildlife areas; and to permit a variety of activities which require non-urban locations but which do not operate to the detriment of adjoining lands devoted to rural and agriculture purposes.

The Applicant does not intend to farm the land, but would like to extend the rural pattern of residential use that is apparent in the area. The minimum lot size in the AR zoning district is 10 acres. The intent of the requested Agriculture/Residential zoning district is:

All land designated as Zone AR is subject to the requirements of this Section as well as the appropriate density and intensity in Sec. 20.3-10. Such uses have been established to provide a transition between agricultural and the more urban residential areas; and to create a rural residential environment wherein natural constraints applicable to development can be recognized and protected in a manner compatible with the needs of the resident.

The parcels to the north of the subject property, although located in an Agriculture Zoning district, all but one parcel is far less than the requested 10 acres in size. The Zoning districts surrounding the subject property are shown in Figure 1, with the proposed zoning shown in Figure 3. The aerial of the subject property is shown in Figure 2. This Figure clearly shows the utilization of the lands surrounding the subject property are for residential and not agriculture.

Figure 1 Surrounding Zonings

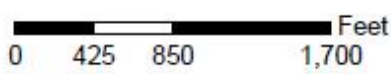
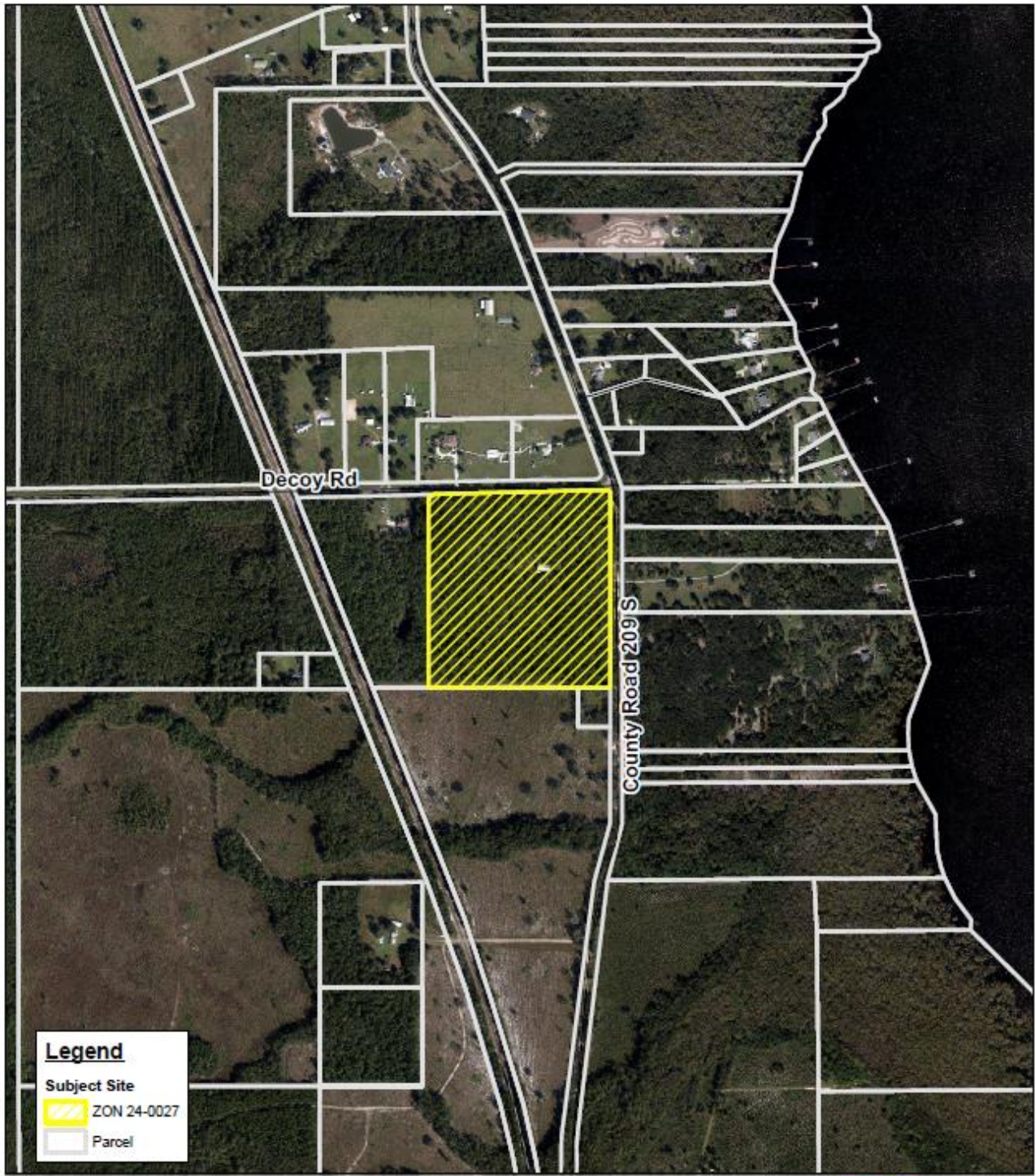


0 425 850 1,700 Feet

Existing Zoning
Proposed Rezoning: ZON 24-0027
From AG to AR



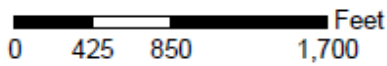
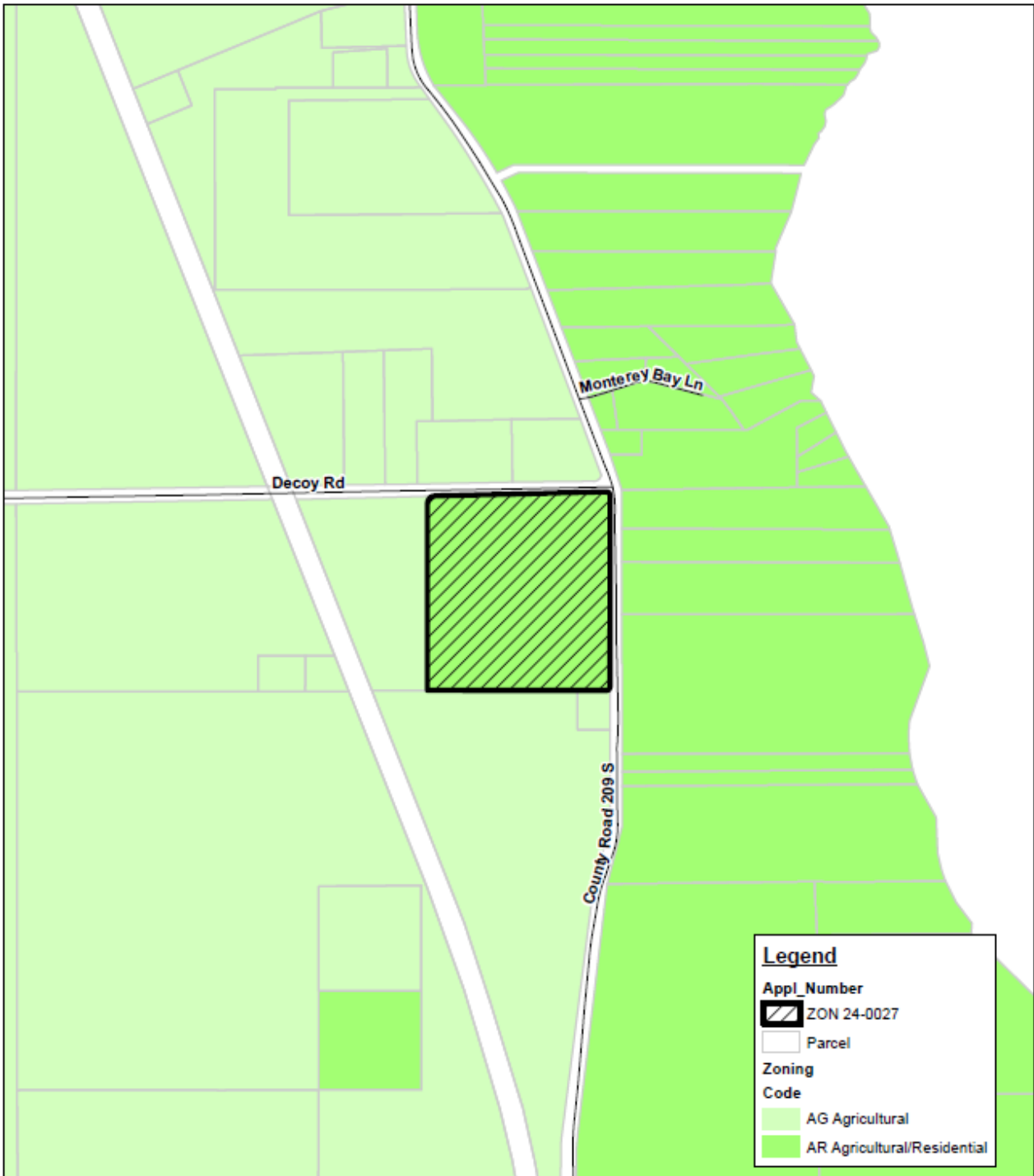
65 Figure 2 Aerial of Site



Aerial Map
Proposed Rezoning: ZON 24-0027
From AG to AR



67 Figure 3 Proposed Zoning



**Proposed Rezoning: ZON 24-0027
From AG to AR**



69 **Proposed AR Zoning District**

70 **Sec. 3-13. Agricultural/Residential District (Zone AR)**

71
72 (a) *Intent.* All land designated as Zone AR is subject to the requirements of this Section as
73 well as the appropriate density and intensity in Sec. 20.3-10. Such uses have been
74 established to provide a transition between agricultural and the more urban residential
75 areas; and to create a rural residential environmental wherein natural constraints applicable
76 to development can be recognized and protected in a manner compatible with the needs of
77 the resident.

78
79 (b) *Uses Permitted.*

80
81 (1) Single-family or mobile home dwelling with their customary accessory uses.

82
83 (2) For lots greater than one (1) acre in size, permitted uses include the non-commercial
84 keeping and raising of horses, cattle, sheep, goats, swine and other similar animals.
85 (amended 2/94 - Ord. 94-03)

86
87 (3) For lots of one (1) acre or less in size, permitted uses include the non-commercial
88 keeping and raising of horses, cattle, sheep, swine, goats and other similar farm
89 animals; provided, however, that no more than two (2) horses, cattle, sheep, swine,
90 goats and other large farm animals six (6) months of age or older shall be permitted
91 to be raised, grazed, kept or maintained per one-half (1/2) acre of land. No animal
92 pen, stall, stable, or other similar animal enclosure shall be located nearer than fifty
93 (50) feet to the property. (amended 2/94 - Ord. 94-03)

94
95 (4) Agricultural accessory uses that are customary and incidental to principal
96 agricultural use shall be permitted as follows: (amended 2/95 - Ord. 95-2)

97
98 (i) Accessory buildings directly incidental to the agricultural pursuits listed
99 above.

100
101 (ii) Sheds for the storage and repair of the owner's or tenant's farm equipment
102 only, provided the structure does not exceed three thousand (3,000) square
103 feet of gross floor area.

104
105 (iii) Stand for the sale of products which are raised on the premises.

106
107 (5) General agricultural pursuits of a variety similar, but not limited to, truck gardens,
108 forestry, crop raising, horticulture, greenhouses, nurseries, groves, apiculture and
109 pisciculture.

110
111 (6) The sale of said products and commodities which are raised on the premises. Retail
112 roadside sales permitted only from conforming structures on private property.

113

- 114 (7) Garage sales will be allowed up to a maximum of two garage sales within any
115 calendar year. The duration of each garage sale shall be a maximum of 72 hours
116 and may be conducted only within daylight hours. No sign advertising a garage
117 sale may be placed on any public right-of-way.
118
- 119 (8) Storage of petroleum products.
120
- 121 (i) Petroleum used for heating and/or cooking not to exceed 500 gallons.
122
- 123 (ii) Gasoline to be used by owner of residence not to exceed 50 gallons.
124
- 125 (9) Satellite dish receivers for individual use.
126
- 127 (10) The parking of commercial vehicles by the owner of the primary residence with a
128 limit of one (1) per acre and a maximum of two (2) vehicles, may be parked in the
129 rear or side yard, except refrigerated vehicles and vehicles carrying hazardous
130 materials.
131
- 132 (11) Private boat pier or slip for the use of occupants of principal residential structures
133 of the lot; provided said pier or slip does not interfere with navigation.
134
- 135 (c) *Conditional Uses.* The following uses are permitted in the AR zoning district subject to
136 the conditions provided in Section 20.3-5.
137
- 138 (1) Plant nurseries.
139
- 140 (2) Riding academies and riding stables.
141
- 142 (3) Home occupations.
143
- 144 (4) Bird sanctuaries and rehabilitation centers.
145
- 146 (5) Swimming pools.
147
- 148 (6) Commercial kennels.
149
- 150 (7) Radio, television, microwave relay stations or towers and accessory equipment
151 buildings. (Ord. 95-53 - 11/28/95)
152
- 153 (8) Aviculture (Commercial or Hobbyist).
154
- 155 (9) Temporary structures or buildings.
156
- 157 (10) Mobile homes for medical hardship.
158
- 159 (11) Communication Antennas and Communication Towers, including accessory

160 buildings, tower support and peripheral anchors as governed by the provisions of
161 Section 20.3-46 of the Clay County Land Development Code. (Amended 11/26/96
162 - Ord.96- 58).

- 163
- 164 (12) Public and/or private sewer facilities.
- 165
- 166 (13) Private drainage ponds or agricultural livestock ponds.
- 167
- 168 (14) Borrow Pits (amended 2/95 - Ord.95-2)
- 169
- 170 (15) Land Application of Domestic Septage (amended 10/95 - Ord. 95-41)
- 171
- 172 (16) Apiculture (Hobbyist) (Amended 2/25/97 - Ord. 97- 11)
- 173
- 174 (17) Land Clearing Debris Disposal Facility (Amended 6/98 - Ord. 98-27)
- 175
- 176 (18) BMX Track (Bicycle Motocross; Non-motorized) Ord. 00-50 – 9/26/00
- 177
- 178 (19) Bed and Breakfast Inns (Amended 4/01 - Ord. 01-12)
- 179
- 180 (20) Dwelling unit with kitchen addition for parent, grandparent or child (Amended 5/03
181 – Ord. 03-40)
- 182
- 183 (21) Recreational Vehicle parking for temporary use (amended 11/07 – Ord.2007-66).
- 184
- (22) Temporary Living Quarters during construction of a residence (amended 11/07 –
Ord.2007-66)
- 185
- 186 (23) Residential Group Homes of six or fewer individuals. *Rev. 01/12/16*
- 187
- 188 (24) Accessory Dwelling Units. *Rev. 05/26/09*
- 189
- 190 (25) Rural Event Centers. *Rev. 02/23/16*
- 191
- 192 (26) Horse Hotels. *Rev 10/27/20*
- 193
- 194 (d) *Uses Not Permitted.*
- 195
- 196 (1) Any use not allowed in (b) or (c) above.
- 197
- 198 (2) Any use or activity which would create any obnoxious, corrosive, or offensive
199 noise, gas, odor, smoke, dust, fumes, vibration or light, and which would be
200 detrimental to other surrounding properties or to the welfare and health of the
201 citizens in the area.
- 202
- 203 (e) *Density Requirements.* The maximum densities and minimum lot areas for residential uses

204 in the AR district shall be as follows:
205

206 (1) Land with a zoning classification of AR and a land use designation of
207 Agricultural/Residential.

208
209 (i) Residential development not classified as a subdivision pursuant to
210 Ordinance 85-68, as amended.

211
212 *Maximum Density* One (1) unit per ten (10) acres
213 *Minimum Lot Size* Ten (10) acres or 435,600 square feet
214

215 (ii) Subdivision pursuant to Ordinance 85-68, as amended.

216
217 *Maximum Density*
218 With Clustering and Points One (1) unit per five (5) acres
219 Without Clustering and Points One (1) unit per ten (10) acres
220

221 *Minimum Lot Size*
222 With Clustering and Points One (1) acre or 43,560 square feet
223 Without Clustering and Points Nine (9) acres or 392,040 sq. feet
224

225 (2) Land with a zoning classification of AR and a land use designation of Rural
226 Residential.

227
228 (i) Residential development not classified as a subdivision pursuant to
229 Ordinance 85-68, as amended.

230
231 *Maximum Density* One (1) unit per five (5) acres
232 *Minimum Lot Size* Five (5) acres or 217,800 square feet
233

234 (ii) Subdivision pursuant to Ordinance 85-68, as amended.

235
236 *Maximum Density*
237 With Clustering and Points One (1) unit per acre
238 Without Clustering and Points One (1) unit per five (5) acres
239

240 *Minimum Lot Size*
241 With Clustering and Points 21,780 square feet
242 Without Clustering and Points Four (4) acres or 174,240 sq. feet
243

244 (3) Land with a zoning classification of AR and a land use designation of Rural Fringe.

245
246 (i) *Maximum Density* .One (1) unit per acre
247 *Minimum Density* 43,560 square feet
248

249 (4) Land within a zoning classification of AR and a land use designation of Urban

- 250 Fringe. (amended 2/94 - Ord. 94-03)
- 251
- 252 (i) *Maximum Density* Two (2) units per acre
- 253 *Maximum Lot Size* 21,780 square feet
- 254 (5) Land within a zoning classification of AR and a land designation of Urban Core
- 255 (10).
- 256
- 257 (i) *Maximum Density* Two (2) units per acre
- 258 *Maximum Lot Size* 21,780 square feet
- 259
- 260 (6) Land with a zoning classification of AR and a land use designation of Agriculture.
- 261 (amended 7/02 – Ord. 02-36)
- 262
- 263 (i) Residential development not classified as a subdivision pursuant to
- 264 Ordinance 85-65, as amended.
- 265
- 266 *Maximum Density* One (1) unit per twenty (20) acres
- 267 *Minimum Lot Size* Twenty (20) acres
- 268
- 269 (f) *Lot and Building Requirements.* The principal buildings and other lot uses shall be so
- 270 located as to comply with the following requirements:
- 271
- 272 (1) Minimum Lot Width at Building Line 100 feet
- 273
- 274 (2) Minimum Lot Depth 100 feet
- 275
- 276 (3) Minimum Front Setback 30 feet
- 277
- 278 (4) Minimum Rear Setback 35 feet
- 279
- 280 (5) Minimum Side Setback 20 feet*
- 281 *For waterfront properties along Doctors
- 282 Lake within the Neilhurst Plat, recorded in
- 283 Plat Book 2, pages 44 through 46, the minimum
- 284 side setback shall be 5 feet.
- 285
- 286 (6) Minimum Front Yard Setback for Accessory Buildings, 30 feet
- 287 Excluding Fences
- 288
- 289 (7) Minimum Rear Yard and Side Setback for Accessory Buildings 7.5 feet
- 290
- 291 (8) Minimum Living Area 750 sq. ft.
- 292 (amended 2/95 - Ord. 95-2)
- 293
- 294 (9) All structures shall be set back a minimum of 50 feet landward from the ordinary
- 295 high-water line or mean high water line, whichever is applicable; for waters

296 designated as Aquatic Preserves or Outstanding Florida Waters, the setback will be
297 100 feet. These setbacks shall not apply to structures on lots or parcels located
298 landward of existing bulkheads permitted by the St. Johns River Water
299 Management District or Florida Department of Environmental Protection.

300
301 (10) Waterfront lot widths shall be a minimum of one hundred feet at the ordinary high
302 water line or the mean high water line, whichever is applicable. Lot width shall be
303 measured by the chord terminated by the property corners at the ordinary high water
304 line or the mean high water line as applicable. (amended 5/05 – Ord. 05-18)

305 **Staff Recommendation**

306
307 This is an Applicant requested rezoning application to change approximately 37.00 acres from AG
308 to AR. Given the presence of existing Agriculture/Residential zoning to the east and the existing
309 residential uses to the north on substandard lots, the zoning change request maintains the pattern
310 of development in the area and appears appropriate.

311
312 This request is consistent with the Goals, Objectives and Policies of the Comprehensive Plan, as
313 outlined above and is compatible with the surrounding Zoning and Future Land Use. Staff
314 recommends **approval** of application ZON 24-0027.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF A SINGLE PARCEL OF LAND (TAX PARCEL IDENTIFICATION # 29-07-27-016105-000-00), TOTALING APPROXIMATELY 36.97 ACRES, FROM ITS PRESENT ZONING CLASSIFICATION OF AGRICULTURAL (AG) TO AGRICULTURAL/RESIDENTIAL (AR); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Application ZON-24-0027 seeks to rezone certain real property (tax parcel identification # 29-07-27-016105-000-00) (the Property) described in Exhibit “A-1”, and depicted in Exhibit “A-2”.

Section 2. The Board of County Commissioners approves the rezoning request. The present zoning classifications of the Property are hereby changed AG (Agricultural) to AR (Agricultural/Residential District)

Section 3. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

Section 4. The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

Section 5. This Ordinance shall become effective as provided by law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Jim Renninger, Its Chairman

ATTEST:

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

Exhibit "A-1"

Clay Parcel No. 29-07-27-016105-000-00

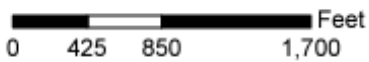
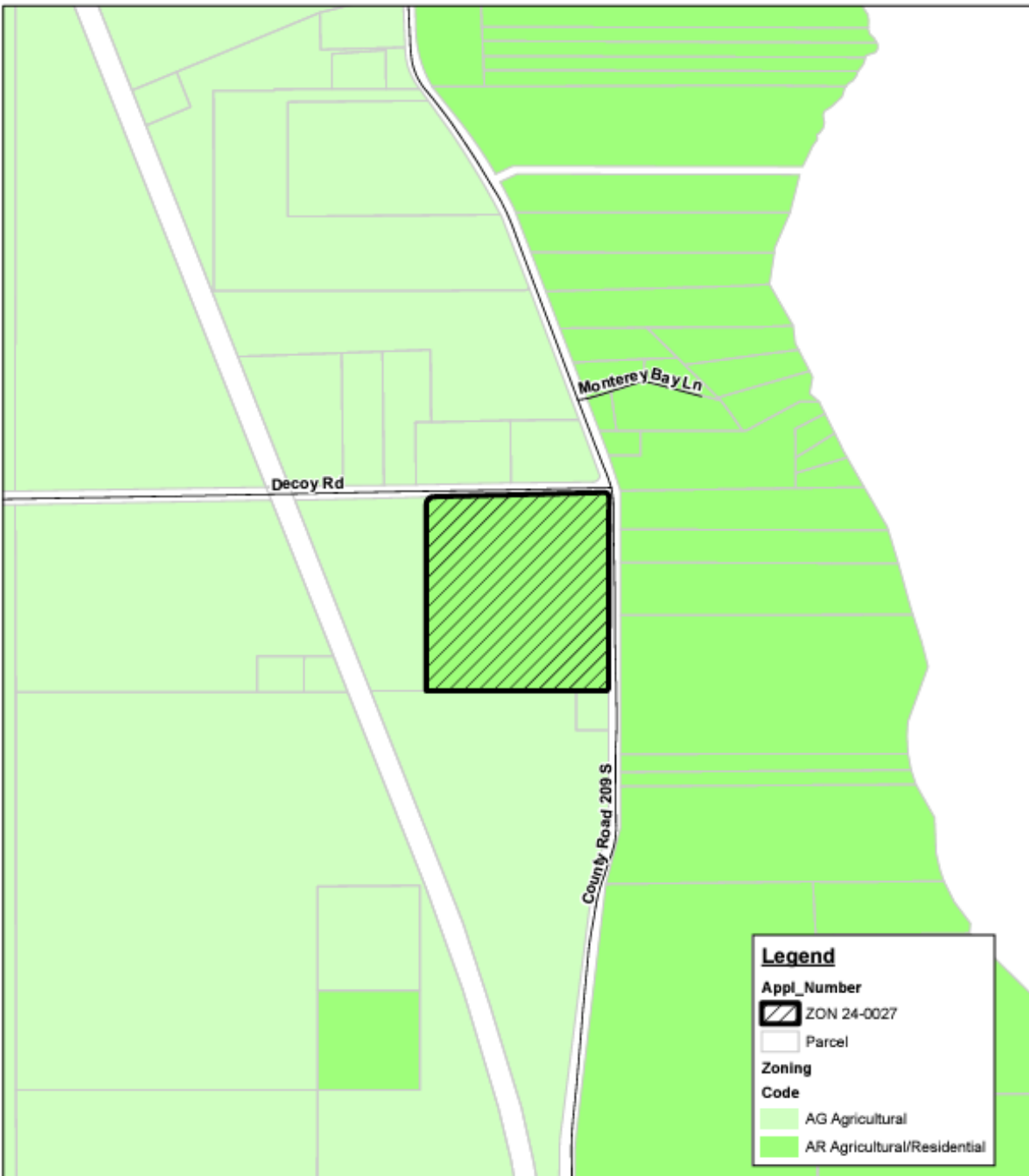
EXHIBIT A – LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLAY, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 27 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE ON THE WEST LINE THEREOF RUN SOUTH 00 DEGREES 02 MINUTES 38 SECONDS EAST 66.12 FEET TO THE SOUTH LINE OF COUNTY ROAD NO. C-214 (FORMERLY STATE ROAD NO. S-214, AN 80 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE ON LAST SAID LINE RUN THE FOLLOWING 2 COURSES: 1) NORTH 89 DEGREES 22 MINUTES 43 SECONDS EAST 1236.43 FEET; 2) SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, A CHORD DISTANCE OF 42.54 FEET TO THE WEST LINE OF COUNTY ROAD NO. C-209 (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED), THE BEARING OF SAID CHORD BEING SOUTH 65 DEGREES 28 MINUTES 07 SECONDS EAST; THENCE ON SAID WEST LINE SOUTH 00 DEGREES 03 MINUTES 28 SECONDS EAST 1253.55 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE ON LAST SAID LINE NORTH 89 DEGREES 51 MINUTES 22 SECONDS WEST 1275.35 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE ON LAST SAID LINE NORTH 00 DEGREES 02 MINUTES 38 SECONDS WEST 1254.63 FEET TO THE POINT OF BEGINNING.

Exhibit "A-2"



**Proposed Rezoning: ZON 24-0027
From AG to AR**





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County
Commissioners

DATE: 11/14/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

This is for the Greenway Trail/Live Oak Lane Project. The owners of the following 16 properties agreed to transfer 20 feet of their property adjacent to Live Oak Lane for construction of the trail associated with the Project:

1. 22-04-24-005570-001-01
2. 22-04-24-005570-001-00
3. 22-04-24-005563-001-01
4. 22-04-24-005564-000-00
5. 22-04-24-005559-000-00
6. 22-04-24-005565-001-00
7. 22-04-24-005555-000-00
8. 22-04-24-005566-002-00
9. 22-04-24-005568-000-00
10. 22-04-24-005557-001-00
11. 22-04-24-005557-005-00
12. 22-04-24-005557-003-00
13. 22-04-24-005557-002-00
14. 22-04-24-005562-000-00
15. 22-04-24-005560-000-00
16. 22-04-24-005558-000-00

The Board approved use of the alternative procedure for acquisition of the 20 feet per parcel at the August 8, 2023 BCC meeting (see attached memo).

ATTACHMENTS:

Description	Type	Upload Date	File Name
▫ 16 Signed Deeds	Backup Material	11/20/2024	All_deeds_-_signedada.pdf
▫ BCC Memo from 08.08.23 BCC Meeting	Backup Material	11/20/2024	bccmemo_re_alternative_procedure-BCC_Mtg_08.08.23ada1.2.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	11/20/2024 - 8:45 AM	Item Pushed to Agenda

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Parcel No.: 22-04-24-005563-001-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the 6th day of OCTOBER,
2023, by **Gerald Joseph Ballmann and Carliss Gail Ballmann**, hereinafter called the "Grantor",
to **Clay County, a Political Subdivision of the State of Florida**, whose address is P. O. Box
1366, Green Cove Springs, Florida 32043, hereinafter called the "Grantee". (Whenever used herein
the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal
representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in
CLAY COUNTY, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging
to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized
of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same
against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances,
except taxes accruing subsequent to December 31, 2022; and that Grantor releases and discharges
Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments,
in law or in equity, which Grantor ever had, then has, or which any personal representative,
successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for,
upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected
with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim

for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Ted Doss
Print name: Ted Doss

Gerald J. Ballmann
Name: Gerald Joseph Ballmann

WITNESS 2:

Sandon E Dant
Print name: Sandon E Dant

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 6th day of OCTOBER, 2023, by GERALD JOSEPH BALLMANN, who is () personally known to me or () who has produced FDL as identification.
B-455-290-46-425-0

(Notary Seal)

Nellie Denise Terrell
Notary Public
Print Name: NELLIE DENISE TERRELL
My Commission Expires: 9-27-2026



**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Ted Doss
Print name: Ted Doss

Carliss Gail Ballmann
Name: Carliss Gail Ballmann

WITNESS 2:

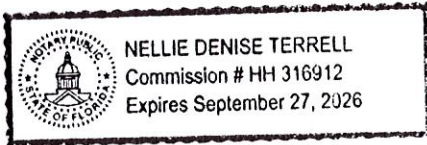
Sandra E. Dand
Print name: Sandra E. Dand

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 6th day of October, 2023, by CARLISS GAIL BALLMANN, who is () personally known to me or () who has produced FDL as identification.

B 455-107-49-546-0

(Notary Seal)



Nellie Denise Terrell
Notary Public
Print Name: NELLIE DENISE TERRELL
My Commission Expires: 9-27-2026

EXHIBIT A

A Portion of Parcel No. 22-04-24-005563-001-00

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1982 PAGE 0984 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 3,300 Sq. Ft. more or less.

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Parcel No.: 22-04-24-005562-000-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the 15th day of July,
2024, by **James D Brooks**, hereinafter called the "Grantor", to **Clay County, a Political
Subdivision of the State of Florida**, whose address is P. O. Box 1366, Green Cove Springs,
Florida 32043, hereinafter called the "Grantee". (Whenever used herein the terms "Grantor" and
"Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns
of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in
CLAY COUNTY, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging
to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized
of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same
against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances,
except taxes accruing subsequent to December 31, 2022; and that Grantor releases and discharges
Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments,
in law or in equity, which Grantor ever had, then has, or which any personal representative,
successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for,
upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected
with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim

for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Caleb Risinger
Print name: Caleb Risinger
Address: 477 Houston St.
Green Cove Springs, FL 32043

James D Brooks
Name: James D Brooks

WITNESS 2:

Heather Boucher
Print name: HEATHER BOUCHER
Address: 477 HOUSTON ST
GREEN COVE SPRINGS, FL 32043

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 15th day of May, 2024, by JAMES D BROOKS, who is personally known to me or who has produced FL DL as identification.

(Notary Seal)

Stephanie Stevison
Notary Public
Print Name: Stephanie Stevison
My Commission Expires: 12-11-26



EXHIBIT A

A Portion of Parcel No. 22-04-24-005562-000-00

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1930 PAGE 479 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 3,300 Sq. Ft. more or less.

This instrument prepared by or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Portion of Parcel No.: 22-04-24-005570-001-01

NOTE TO CLERK: This instrument is exempt from the payment of documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida Administrative Code.

[Reserved for Recording Department]

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made effective as of the 12th day of September, 2024, by **Duncan James Brown and Cynthia Lee Dewitt Brown, also known as Cynthia Lee Dewitt**, conveying property which is a fractional portion of their homestead, (hereinafter "Grantors"), to **Clay County, a Political Subdivision of the State of Florida**, whose address is P. O. Box 1366, Green Cove Springs, Florida 32043, hereinafter called the "Grantee". (Whenever used herein the terms "Grantors" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantors, for and in consideration of a charitable gift donation of the assessed value of \$1,408.03 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and quit-claims unto the Grantee all that right, title, interest, claim and demand which Grantors may have in that certain land situate in **CLAY COUNTY**, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND that Grantors release and discharge Grantee of and from any claim for loss of access to Grantors' remaining property, for severance damages to Grantors' remaining property, business damages or any other damages. Except that Grantors have identified the north 15 feet of the herein described 20' strip as an essential alternate access to Grantor's property, and Grantee agrees to provide a 15-foot-long perpetual easement over the full width of the 20' strip, joined to the adjacent county-maintained road for ingress and egress to Grantors' property. Grantors shall also retain the

right to seek a driveway permit accessing Live Oak Lane elsewhere on the remaining property to prevent the remaining property from becoming landlocked.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

WITNESS 1:

Stephanie Steivon
Print name: Stephanie Steivon
Address: 477 Houston St
Green Cove Springs, FL 32043

Duncan James Brown
Name: Duncan James Brown

WITNESS 2:

Caleb Risinger
Print name: Caleb Risinger
Address: 477 Houston St.
Green Cove Springs, FL 32043

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 12th day of September, 2024, by DUNCAN JAMES BROWN, who is () personally known to me or () who has produced FL DL as identification.

(Notary Seal)

Stephanie Steivon
Notary Public
Print Name: Stephanie Steivon
My Commission Expires: 12-11-26



IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

WITNESS 1:

Stephanie Stevison
Print name: Stephanie Stevison
Address: 477 Houston St.
Green Cove Springs, FL 32043

Cynthia Lee DeWitt
Name: Cynthia Lee Dewitt Brown,
also known as Cynthia Lee Dewitt

WITNESS 2:

Caleb Risinger
Print name: Caleb Risinger
Address: 477 Houston St.
Green Cove Springs, FL 32043

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 12th day of September, 2024, by Cynthia Lee Dewitt Brown, also known as Cynthia Lee Dewitt, who is () personally known to me or () who has produced FL DL as identification.

(Notary Seal)



Stephanie Stevison
Notary Public
Print Name: Stephanie Stevison
My Commission Expires: 12-11-26

EXHIBIT A

A Portion of Parcel No. 22-04-24-005570-001-01

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3315 PAGE 0304 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA AND ADJACENT TO AND 30' NORTH OF THE SOUTH LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA. SAID STRIP IS INTENDED TO BE USED FOR A SHARED-USE NON-MOTORIZED TRAIL.

Approximately 3,227 Sq. Ft. more or less.

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Portion of Parcel No.: 22-04-24-005555-000-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the 14th day of May,
2024, by **Jonathan Burton and Michelle Burton**, conveying property which is homestead
(hereinafter "Grantor"), to **Clay County, a Political Subdivision of the State of Florida**, whose
address is P. O. Box 1366, Green Cove Springs, Florida 32043, hereinafter called the "Grantee".
(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument
and the heirs, legal representatives and assigns of individuals, and the successors and assigns of
corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in
CLAY COUNTY, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging
to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized
of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same
against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances,
except taxes accruing subsequent to December 31, 2023; and that Grantor releases and discharges
Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments,
in law or in equity, which Grantor ever had, then has, or which any personal representative,
successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for,
upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected
with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim

for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Caleb Risinger
Print name: Caleb Risinger
Address: 477 Houston St.
Green Cove Springs, FL 32043

[Signature]
Name: Jonathan Burton

WITNESS 2:

Daphne P. Roberts
Print name: Daphne P. Roberts
Address: 477 Houston St.
Green Cove Springs, FL 32043

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 14th day of MAY, 2024, by JONATHAN BURTON, who is () personally known to me or () who has produced FL DL as identification.

(Notary Seal)

[Signature]
Notary Public
Print Name: Stephanie Stevison
My Commission Expires: 12/11/26



WITNESS 1:

Caleb Risinger
Print name: Caleb Risinger
Address: 477 Houston St.
Green Cove Springs, FL 32043

Michelle Burton
Name: Michelle Burton

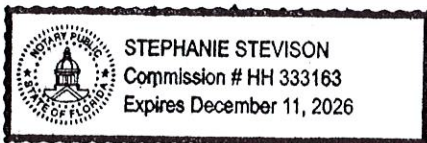
WITNESS 2:

Daphne P. Roberts
Print name: Daphne P. Roberts
Address: 477 Houston St.
Green Cove Springs, FL 32043

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 14th day of May, 2024, by MICHELLE BURTON, who is () personally known to me or () who has produced FL DL as identification.

(Notary Seal)



Stephanie Stevison
Notary Public
Print Name: Stephanie Stevison
My Commission Expires: 12/11/26

EXHIBIT A

A Portion of Parcel No. 22-04-24-005555-000-00

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4543 PAGE 2075 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 3,300 Sq. Ft. more or less.

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Parcel No.: 22-04-24-005558-000-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the 16th day of October,
2023, by **Raymond E Clanton and Beverly D Clanton**, husband and wife, and **Kelly Masteller,
Sarah Kaleel, and Jessica Clanton**, their daughters, hereinafter called the "Grantor", to **Clay
County, a Political Subdivision of the State of Florida**, whose address is P. O. Box 1366, Green
Cove Springs, Florida 32043, hereinafter called the "Grantee". (Whenever used herein the terms
"Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal
representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in
CLAY COUNTY, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging
to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized
of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same
against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances,
except taxes accruing subsequent to December 31, 2022; and that Grantor releases and discharges
Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments,
in law or in equity, which Grantor ever had, then has, or which any personal representative,
successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for,
upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected
with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim

for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Andrew G Phelps
Print name: Andrew G. Phelps

Raymond E Clanton
Name: Raymond E Clanton

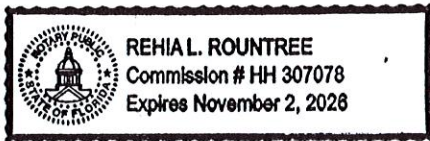
WITNESS 2:

Michael Absent
Print name: MICHAEL ABSENT

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 16th day of October, 2023, by RAYMOND E CLANTON, who is () personally known to me or () who has produced FL DRIVER'S LICENSE as identification.

(Notary Seal)



Rehia L. Rountree
Notary Public
Print Name: REHIA L ROUNTREE
My Commission Expires: 11-02-2026

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Andrew G. Phelps
Print name: Andrew G. Phelps

Beverly D Clanton
Name: Beverly D Clanton

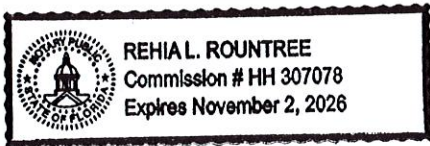
WITNESS 2:

Michael Abush
Print name: MICHAEL ABUSH

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 16th day of October, 2023, by BEVERLY D CLANTON, who is () personally known to me or () who has produced FLORIDA DRIVER'S LICENSE as identification.

(Notary Seal)



Rehia L. Rountree
Notary Public
Print Name: REHIA L ROUNTREE
My Commission Expires: 11-2-2026

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Michael Bennett
Print name: Michael Bennett

Kelly Masteller
Name: Kelly Masteller

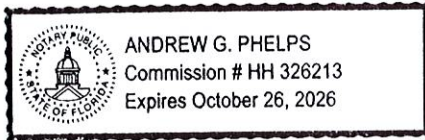
WITNESS 2:

Shanna C. Dixon
Print name: Shanna C. Dixon

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 13 day of October, 2023, by KELLY MASTELLER, who is () personally known to me or () who has produced Drivers License as identification.

(Notary Seal)



Andrew G. Phelps
Notary Public
Print Name: Andrew G. Phelps
My Commission Expires: October 26, 2026

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Michael Bennett
Print name: Michael Bennett

Sarah Kaleel
Name: Sarah Kaleel

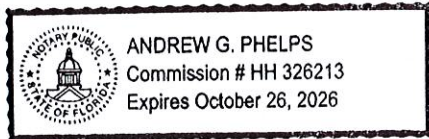
WITNESS 2:

Sheronna C. Green
Print name: Sheronna C. Green

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 13 day of October, 2023, by SARAH KALEEL, who is () personally known to me or () who has produced Drivers License as identification.

(Notary Seal)



Andrew G. Phelps
Notary Public
Print Name: Andrew G. Phelps
My Commission Expires: October 26, 2026

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Michael Bennett
Print name: Michael Bennett

Jessica L Clanton
Name: Jessica Clanton

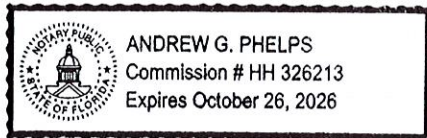
WITNESS 2:

Sharonna C. Duncanson
Print name: Sharonna C. Duncanson

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 13 day of October, 2023, by JESSICA CLANTON, who is () personally known to me or () who has produced Drivers License as identification.

(Notary Seal)



Andrew G. Phelps
Notary Public
Print Name: Andrew G. Phelps
My Commission Expires: October 26, 2026

EXHIBIT A

A Portion of Parcel No. 22-04-24-005558-000-00

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4734 PAGE 2181 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 3,300 Sq. Ft. more or less.

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Parcel No.: Portion of 22-04-24-005568-000-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the 14th day of May, 2024, by **FNC Homes Inc., a Florida Corporation**, conveying property which is not homestead (hereinafter "Grantor"), to **Clay County, a Political Subdivision of the State of Florida**, whose address is P. O. Box 1366, Green Cove Springs, Florida 32043, hereinafter called the "Grantee". (Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in **CLAY COUNTY**, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022; and that Grantor releases and discharges Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Grantor ever had, then has, or which any personal representative, successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim

for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Luke Morlar
Print name: Luke Morlar
Address: _____

Jeff Rabacchi
Name: Jeff Rabacchi
Title: owner

WITNESS 2:

Jaimie Metcalf
Print name: Jaimie Metcalf
Address: _____

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 14th day of May, 2024, by Jeff Rabacchi, who is () personally known to me or () who has produced Drivers License as identification.

(Notary Seal)



Shannon Niemiec
Notary Public
Print Name: Shannon Niemiec
My Commission Expires: 2/14/28

EXHIBIT A

A Portion of Parcel No. 22-04-24-005568-000-00

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2021 PAGE 1716; BOOK 4581 PAGE 350 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 4,882 Sq. Ft. more or less.

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Parcel No.: 22-04-24-005557-003-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the 8 day of March,
2024, by **Samantha Christine Hasty and Timothy Wayne Hasty, Jr.**, hereinafter called the
"Grantor", to **Clay County, a Political Subdivision of the State of Florida**, whose address is P.
O. Box 1366, Green Cove Springs, Florida 32043, hereinafter called the "Grantee". (Whenever
used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the
heirs, legal representatives and assigns of individuals, and the successors and assigns of
corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in
CLAY COUNTY, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging
to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized
of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same
against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances,
except taxes accruing subsequent to December 31, 2022; and that Grantor releases and discharges
Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments,
in law or in equity, which Grantor ever had, then has, or which any personal representative,
successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for,
upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected
with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim

for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Elizabeth R Frank
Print name: Elizabeth R Frank
Address: 4651 Emerson Street
Jacksonville, FL 32207

Samantha C. Hasty
Name: Samantha Christine Hasty

WITNESS 2:

Carmen Young
Print name: Carmen Young
Address: 4651 Emerson Street
Jacksonville, FL 32207

STATE OF FLORIDA
COUNTY OF Duval

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 8 day of March, 2024, by SAMANTHA CHRISTINE HASTY, who is () personally known to me or () who has produced _____ as identification.

(Notary Seal)

Paula Bell
Notary Public
Print Name: Paula Bell
My Commission Expires: April 27, 2026



**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Elizabeth R Frank
Print Name: Elizabeth R Frank
Address: 4651 Emerson Street
Jacksonville, FL 32207

[Signature]
Name: Timothy Wayne Hasty Jr.

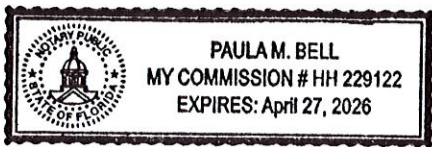
WITNESS 2:

Carma Young
Print name: Carma Young
Address: 4651 Emerson Street
Jacksonville, FL 32207

STATE OF FLORIDA
COUNTY OF Duval

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 8 day of March, 2024, by TIMOTHY WAYNE HASTY JR., who is () personally known to me or () who has produced _____ as identification.

(Notary Seal)



Paula Bell
Notary Public
Print Name: Paula Bell
My Commission Expires: April 27, 2026

EXHIBIT A

A Portion of Parcel No. 22-04-24-005557-003-00

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4731 PAGE 1714 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 2,000 Sq. Ft. more or less.

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Parcel No.: 22-04-24-005557-001-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the ____ day of _____,
2024, by **Sara Marie Ponce De Leon, Brandi Michele Beck, Alecia White, Michael White, Robert Bowers**, the heirs of, **Mary Joyce Hayton**, hereinafter all collectively called the "Grantor", to **Clay County, a Political Subdivision of the State of Florida**, whose address is P. O. Box 1366, Green Cove Springs, Florida 32043, hereinafter called the "Grantee". (Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in **CLAY COUNTY**, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023; and that Grantor releases and discharges Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Grantor ever had, then has, or which any personal representative, successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim

for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Ben Ruppert
Print name: Benjamin Ruppert
Address: 986 Live Oak LN
Middleburg, FL 32068

Sara Marie Ponce De Leon
Name: Sara Marie Ponce De Leon

WITNESS 2:

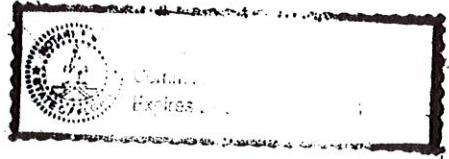
Caleb Risinger
Print name: Caleb Risinger
Address: 427 Houston St.
Green Cove Springs, FL 32043

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 7th day of February 2024, by SARA MARIE PONCE DE LEON, who is () personally known to me or () who has produced Washington ID as identification.

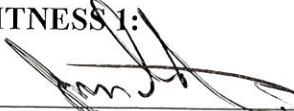
(Notary Seal)

Stephanie Stevison
Notary Public
Print Name: Stephanie Stevison
My Commission Expires: 12/11/26




SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

WITNESS 1:


Print name: James Spansberry
Address: 55162 Hart Terrace
Callahan FL 32011


Name: Brandi Michele Beck

WITNESS 2:



Print name: DAVID SPANSBERRY
Address: 55162 HART TERRACE
Callahan FL 32011

STATE OF FLORIDA
COUNTY OF Nassau

THE FOREGOING INSTRUMENT was acknowledged before me by means of ^{Personally Known}
physical presence or online notarization, this 13 day of March, 2024, by BRANDI
MICHELE BECK, who is personally known to me or who has produced
_____ as identification.

(Notary Seal)




Notary Public
Print Name: Scott Shannahan
My Commission Expires: June 7, 25

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Mary Jane L. Boggess
Print name: _____
Address: _____

Alecia White
Name: Alecia White

WITNESS 2:

Nikki Jackson
Print name: Nikki Jackson
Address: 2702 Blandins Blvd.
Middleburg FL 32067

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 2nd day of March, 2024, by ALECIA WHITE, who is () personally known to me or () who has produced FLDL W300-01281-903-1 as identification.

(Notary Seal)



Oakley Cerrone
Notary Public
Print Name: Oakley Cerrone
My Commission Expires: October 6th, 25

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Stephanie Steverson
Print name: Stephanie Steverson
Address: 477 Houston Street
Green Cove Springs, FL 32043

[Signature]
Name: Michael White

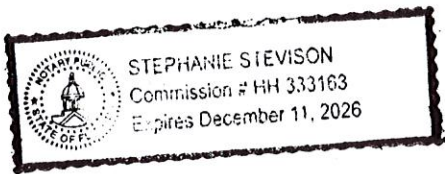
WITNESS 2:

Caleb Risinger
Print name: Caleb Risinger
Address: 477 Houston St.
Green Cove Springs, FL 32043

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 27th day of June, 2024, by MICHAEL WHITE, who is () personally known to me or () who has produced FL DL as identification.

(Notary Seal)



Stephanie Steverson
Notary Public
Print Name: Stephanie Steverson
My Commission Expires: 12-11-26

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Stephanie Stevison
Print name: Stephanie Stevison
Address: 477 Houston St.
Green Cove Springs, FL 32043

Robert Bowers
Name: Robert Bowers

WITNESS 2:

Caleb Risinger
Print name: Caleb Risinger
Address: 477 Houston St
Green Cove Springs, FL 32043

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 27th day of June, 2024, by ROBERT BOWERS, who is () personally known to me or () who has produced FL DL as identification.

(Notary Seal)



Stephanie Stevison
Notary Public
Print Name: Stephanie Stevison
My Commission Expires: 12-11-26

EXHIBIT A

A Portion of Parcel No. 22-04-24-005557-001-00

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3595 PAGE 1407 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 2,000 Sq. Ft. more or less.

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Parcel No.: 22-04-24-005557-002-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the 2nd day of January,
2023, by **Hope Holdings, LLC**, conveying property which is not homestead (hereinafter
"Grantor"), to **Clay County, a Political Subdivision of the State of Florida**, whose address is P.
O. Box 1366, Green Cove Springs, Florida 32043, hereinafter called the "Grantee". (Whenever
used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the
heirs, legal representatives and assigns of individuals, and the successors and assigns of
corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in
CLAY COUNTY, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging
to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized
of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same
against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances,
except taxes accruing subsequent to December 31, 2022; and that Grantor releases and discharges
Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments,
in law or in equity, which Grantor ever had, then has, or which any personal representative,
successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for,
upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected
with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim

for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

WITNESS 1:

Taylor Wahmhoff
Print name: Taylor Wahmhoff


Roger Fulford Esq.
Name: Hope Holdings LLC

WITNESS 2:

Cassandra Rice
Print name: Cassandra Rice

STATE OF FLORIDA
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 2nd day of January, 2023, by ROGER FULFORD, who is personally known to me or who has produced _____ as identification.

 DOREEN SUE ARNDT
Notary Public
State of Florida
Comm# HH309221
Expires 9/6/2026

Doreen Arndt
Notary Public
Print Name: DOREEN ARNDT
My Commission Expires: 9/6/2026

EXHIBIT A

A Portion of Parcel No. 22-04-24-005557-002-00

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3588 PAGE 2008 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 600 Sq. Ft. more or less.

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Parcel No.: 22-04-24-005557-005-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the 28th day of June,
2024, by **Steven T Loftus and Jennifer D Loftus**, conveying property which is homestead,
(hereinafter "Grantor"), to **Clay County, a Political Subdivision of the State of Florida**, whose
address is P. O. Box 1366, Green Cove Springs, Florida 32043, hereinafter called the "Grantee".
(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument
and the heirs, legal representatives and assigns of individuals, and the successors and assigns of
corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in
CLAY COUNTY, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging
to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized
of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same
against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances,
except taxes accruing subsequent to December 31, 2023; and that Grantor releases and discharges
Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments,
in law or in equity, which Grantor ever had, then has, or which any personal representative,
successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for,
upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected
with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim

EXHIBIT A

A Portion of Parcel No. 22-04-24-005557-005-00

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3112 PAGE 2082 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 2,000 Sq. Ft. more or less.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Jennifer Gerbert
Print name: Jennifer Gerbert
Address: 1505 County Rd. 220
Orange Park, FL 32003

Jennifer D Loftus
Name: Jennifer D Loftus

WITNESS 2:

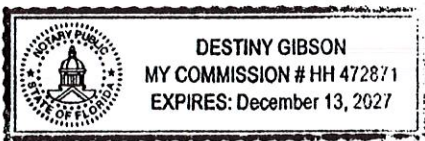
Abimael Colon
Print name: Abimael Colon
Address: 1505 City Rd 220
Orange Park, FL 32003

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 28th day of June, 2024, by JENNIFER D LOFTUS, who is () personally known to me or () who has produced _____ as identification.

(Notary Seal)

Destiny Gibson
Notary Public
Print Name: Destiny Gibson
My Commission Expires: December 13, 2027



for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Abimael Colon
Print name: Abimael Colon
Address: 1505 Cty Rd 220
Orange Park, FL 32003

Steven T Loftus
Name: Steven T Loftus

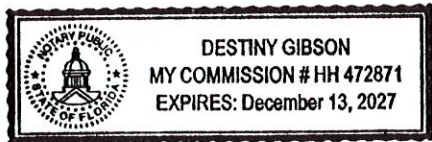
WITNESS 2:

Jennifer Gerbert
Print name: Jennifer Gerbert
Address: 1505 County Rd 220
Orange Park, FL 32003

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 28th day of June, 2024, by STEVEN T LOFTUS, who is () personally known to me or () who has produced FL DL L132-798-76-224-D as identification.

(Notary Seal)



Destiny Gibson
Notary Public
Print Name: Destiny Gibson
My Commission Expires: December 13th, 2027

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Parcel No.: 22-04-24-005566-002-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the 28 day of November,
2023, by **Patrick Pearson and Misty Pearson**, hereinafter called the "Grantor", to **Clay County,**
a Political Subdivision of the State of Florida, whose address is P. O. Box 1366, Green Cove
Springs, Florida 32043, hereinafter called the "Grantee". (Whenever used herein the terms
"Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal
representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in
CLAY COUNTY, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging
to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized
of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same
against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances,
except taxes accruing subsequent to December 31, 2022; and that Grantor releases and discharges
Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments,
in law or in equity, which Grantor ever had, then has, or which any personal representative,
successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for,
upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected
with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim

for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Monica Nevada
Print name: MONICA NEVADO

Patrick Pearson
Name: Patrick Pearson

WITNESS 2:

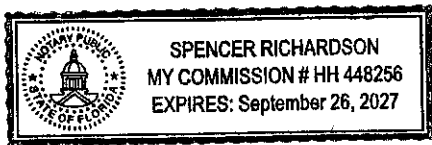
Spencer Richardson
Print name: Spencer Richardson

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 04 day of November, 2023, by PATRICK PEARSON, who is () personally known to me or () who has produced FL Drivers License as identification.

(Notary Seal)

Spencer Richardson
Notary Public
Print Name: Spencer Richardson
My Commission Expires: 09/26/2027



**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Monica Nevado
Print name: MONICA NEVADO

Misty Pearson
Name: Misty Pearson

WITNESS 2:

Spencer Richardson
Print name: Spencer Richardson

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 04 day of November 2023, by MISTY PEARSON, who is personally known to me or who has produced FL Drivers License as identification.

(Notary Seal)

Spencer Richardson
Notary Public
Print Name: Spencer Richardson
My Commission Expires: 09/26/2027



This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Parcel No.: 22-04-24-005559-000-0

NOTE TO CLERK: This instrument is exempt from the payment of documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the 16 day of October, 2023, by **Kenneth R Rissmiller and Catherine M Rissmiller**, Trustees of The Kenneth and Catherine Rissmiller Joint Revocable Living Trust, under agreement dated July 21, 2010, and any amendments thereto, hereinafter called the "Grantor", to **Clay County, a Political Subdivision of the State of Florida**, whose address is P. O. Box 1366, Green Cove Springs, Florida 32043, hereinafter called the "Grantee". (Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in **CLAY COUNTY**, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022; and that Grantor releases and discharges Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Grantor ever had, then has, or which any personal representative, successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim

for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Michelle Thrasher
Print name: Michelle Thrasher

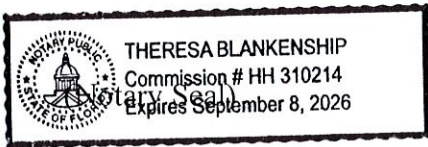
Kenneth R. Rissmiller
Name: Kenneth R. Rissmiller, Trustee

WITNESS 2:

[Signature]
Print name: Scott Tannucci

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 16 day of October, 2023, by KENNETH R. RISSMILLER, who is () personally known to me or () who has produced Military ID as identification.



Theresa Blankenship
Notary Public
Print Name: Theresa Blankenship
My Commission Expires: 9-8-26

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Michelle Thrasher
Print name: Michelle Thrasher

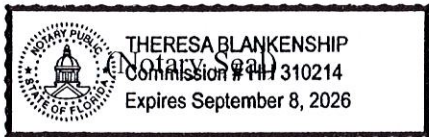
Catherine M. Rissmiller
Name: Catherine M. Rissmiller, Trustee

WITNESS 2:

[Signature]
Print name: Scott Cannucci

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 10 day of October, 2023, by CATHERINE M. RISSMILLER, who is () personally known to me or () who has produced FL DL as identification.



Theresa Blankenship
Notary Public
Print Name: Theresa Blankenship
My Commission Expires: 9-8-26

EXHIBIT A

A Portion of Parcel No. 22-04-24-005559-000-0

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4604 PAGE 1935 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 3,300 Sq. Ft. more or less.

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Parcel No.: 22-04-24-005560-000-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the 12th day of March,
2024, by **Universal Home Enterprises, Inc.**, conveying property which is not homestead
(hereinafter "Grantor"), to **Clay County, a Political Subdivision of the State of Florida**, whose
address is P. O. Box 1366, Green Cove Springs, Florida 32043, hereinafter called the "Grantee".
(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this
instrument and the heirs, legal representatives and assigns of individuals, and the successors and
assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and
other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains,
sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate
in **CLAY COUNTY**, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging
to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized
of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same
against the lawful claims of all persons whomsoever; and that said land is free of all
encumbrances, except taxes accruing subsequent to December 31, 2023; and that Grantor
releases and discharges Grantee of and from any claim for loss of access to Grantor's remaining
property, for severance damages to Grantor's remaining property, business damages or any other
damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

Michael Sadlier
Print name: Michael Sadlier
Address: 145 Morningside Court
5217, Ellijay, GA 30540

[Signature]
Name: Robert Pashkaw
Title: President

WITNESS 2:

Louise DiDonno
Print name: Louise DiDonno
Address: 2953 Gobbler Road
Middleburg, FL 32068

STATE OF FLORIDA
COUNTY OF Clay

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this 12th day of March, 2024, by Robert Pashkaw, who is () personally known to me or () who has produced as identification.

(Notary Seal)



Louise DiDonno
Notary Public
Print Name: Louise DiDonno
My Commission Expires: 5/5/2026

EXHIBIT A

A Portion of Parcel No. 22-04-24-005560-000-00

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4439 PAGE 1801 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 3,300 Sq. Ft. more or less.

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. a Portion of Parcel No.: 22-04-24-005565-001-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the 17th day of May,
2024, by **Chris L Whitehurst**, hereinafter called the "Grantor", to **Clay County, a Political
Subdivision of the State of Florida**, whose address is P. O. Box 1366, Green Cove Springs,
Florida 32043, hereinafter called the "Grantee". (Whenever used herein the terms "Grantor" and
"Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns
of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in
CLAY COUNTY, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging
to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized
of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same
against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances,
except taxes accruing subsequent to December 31, 2022; and that Grantor releases and discharges
Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments,
in law or in equity, which Grantor ever had, then has, or which any personal representative,
successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for,
upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected
with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim

for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:

[Signature]
Print name: Kelli Lueckert
Address: 477 Houston Street
Green Cove Springs, FL 32043

[Signature]
Name: Chris L Whitehurst

WITNESS 2:

[Signature]
Print name: THEODORE JAMES HONDA #
Address: 477 Houston St
GREEN COVE SPRINGS, FL 32043

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 17th day of May, 2024, by CHRIS L WHITEHURST, who is personally known to me or who has produced FL DL as identification.

(Notary Seal)

[Signature]
Notary Public
Print Name: Stephanie Stevison
My Commission Expires: 12-11-26



EXHIBIT A

A Portion of Parcel No. 22-04-24-005565-001-00

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2779 PAGE 1003 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 3,300 Sq. Ft. more or less.

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Portion of Parcel No.: 22-04-24-005564-000-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made effective as of the 20th day of August, 2024, by **Beverly Anne Rollack, an un-remarried widow, Individually and as Trustee of the Beverly Anne Rollack Revocable Trust**, whose address is 1030 Live Oak Lane, Middleburg, Florida 32068, conveying property which is homestead, (hereinafter "Grantor"), to **Clay County, a Political Subdivision of the State of Florida**, whose address is P. O. Box 1366, Green Cove Springs, Florida 32043, hereinafter called the "Grantee". (Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and quit-claims unto the Grantee all that right, title, interest, claim and demand which Grantor may have in that certain land situate in **CLAY COUNTY**, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging to or in any wise appertaining.

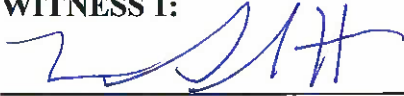
TO HAVE AND TO HOLD the same in fee simple forever.

AND that Grantor releases and discharges Grantee of and from any claim for loss of access to Grantor's remaining property, for severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:**

WITNESS 1:



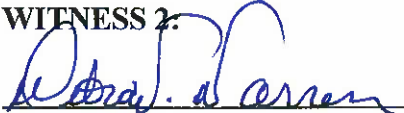
Print name: William Ashton Scott

Address: 462 Kingsley Ave. Ste. 101
Orange Park, FL 32073



Name: Beverly Anne Rollack, Individually and as
Trustee of the Beverly Anne Rollack
Revocable Trust

WITNESS 2:



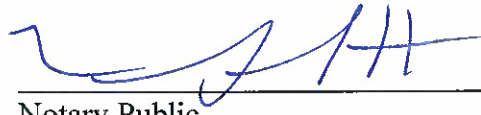
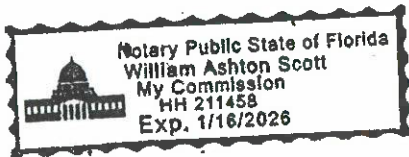
Print name: Debra V. Warren

Address: 462 Kingsley Ave. Ste. 101
Orange Park, FL 32073

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 20th day of August, 2024, by BEVERLY ANNE ROLLACK, individually and as trustee of the Beverly Anne Rollack Revocable Trust, who is personally known to me or who has produced a Florida Drivers License as identification.

(Notary Seal)



Notary Public
Print Name: William Ashton Scott
My Commission Expires: 1/16/2026

EXHIBIT A

A Portion of Parcel No. 22-04-24-005564-000-00

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4599 PAGE 748 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 3,300 Sq. Ft. more or less.

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Parcel No.: 22-04-24-005570-001-00

NOTE TO CLERK: This instrument is exempt from the payment of
documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida
Administrative Code.

[Reserved for Recording Department]

WARRANTY DEED

THIS WARRANTY DEED made effective as of the 7th day of August,
2024, by **Samantha Jo Smith**, conveying property which is not homestead (hereinafter
"Grantor"), to **Clay County, a Political Subdivision of the State of Florida**, whose address is P.
O. Box 1366, Green Cove Springs, Florida 32043, hereinafter called the "Grantee". (Whenever
used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the
heirs, legal representatives and assigns of individuals, and the successors and assigns of
corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in
CLAY COUNTY, Florida, viz:

See Legal Description attached as Exhibit "A".

SUBJECT TO: Covenants, Easements, Restrictions and Reservations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging
to or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized
of the land in fee simple; that said Grantor has good right and lawful authority to sell and convey
said land; that the Grantor hereby fully warrants the title to said land and will defend the same
against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances,
except taxes accruing subsequent to December 31, 2023; and that Grantor releases and discharges
Grantee of and from all, and all manner of, causes of action, suits, claims, damages, judgments,
in law or in equity, which Grantor ever had, then has, or which any personal representative,
successor, heir or assign of Grantor, thereafter can, shall or may have, against the Grantee, for,
upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected
with Grantor's conveyance of the Property to the Grantee, including, without limitation, any claim

for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

WITNESS 1:

Stephanie Stevison
Print name: Stephanie Stevison
Address: 3118 Silverado Cir
Green Cove Springs, FL 32043

Samantha Jo Smith
Name: Samantha Jo Smith

WITNESS 2:

Caleb Risinger
Print name: Caleb Risinger
Address: 477 Howton St.
Green Cove Springs, FL 32043

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 8th day of August, 2024, by SAMANTHA JO SMITH, who is personally known to me or who has produced FL ID as identification.

(Notary Seal)

Stephanie Stevison
Notary Public
Print Name: Stephanie Stevison
My Commission Expires: _____

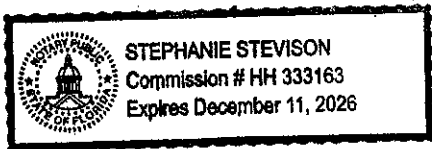


EXHIBIT A

A Portion of Parcel No. 22-04-24-005570-001-00

THE EAST 20.00' OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4518 PAGE 446 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA. SAID 20' WIDE STRIP LIES ADJACENT TO AND 20' WEST OF THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA, SAID STRIP IS INTENDED TO BE USED FOR RIGHT OF WAY PURPOSES.

Approximately 6,000 Sq. Ft. more or less.



County Attorney's Office
Board of County Commissioners
Post Office Box 1366
477 Houston Street, 2nd Fl.
Green Cove Springs, FL
32043-1366

Phone (904) 269-6377
(904) 284-6377
Fax (904) 269-6346
(904) 284-6346

County Attorney
Courtney K. Grimm
Courtney.Grimm@claycountygov.com

Assistant County Attorney
Kelli E. Lueckert
Kelli.Lueckert@claycountygov.com

Assistant County Attorney
T. James Hovda III
Theodore.Hovda@claycountygov.com

Commissioners
Mike Cella
District 1
Alexandra Compere
District 2
Jim Renninger
District 3
Betsy Condon
District 4
Kristen Burke, DC
District 5

www.claycountygov.com

August 2, 2023

MEMORANDUM

TO: Board of County Commissioners
FROM: Courtney K. Grimm, County Attorney
RE: Request to use alternative procedure to notice public hearings for the consideration of potential purchase and sale agreements for the County's purchase of portions of real properties in connection with Greenway Trail/Live Oak Lane

Properties:

1. 22-04-24-005570-001-01
2. 22-04-24-005570-001-00
3. 22-04-24-005563-001-01
4. 22-04-24-005564-000-00
5. 22-04-24-005559-000-00
6. 22-04-24-005565-001-00
7. 22-04-24-005555-000-00
8. 22-04-24-005566-002-00
9. 22-04-24-005568-000-00
10. 22-04-24-005557-001-00
11. 22-04-24-005557-005-00
12. 22-04-24-005557-003-00
13. 22-04-24-005557-002-00
14. 22-04-24-005562-000-00
15. 22-04-24-005560-000-00
16. 22-04-24-005558-000-00

Section 125.355, Florida Statutes, governs the procedure a County government must follow in order to purchase real property. The process requires a thirty-day notice published prior to the board meeting where the Board will consider entry into a real estate purchase agreement. The statute gives local governments the option to adopt an alternative method of advertising its intent to enter into a purchase and sale agreement if it does not need to keep offers for purchase confidential. The County adopted an ordinance codified at Section 2-175 of the Clay County Code which simplifies the process as follows:

Sec. 2-175. - Procedure and alternative procedure for approval of real property purchase agreements.

(a) Unless the board of county commissioners shall give direction as provided in subsection (b) that the alternative procedures provided in subsection (c) be observed in connection with the county's proposed acquisition by purchase of a specifically identified parcel or parcels of real property, the procedures provided in

Section 125.355, Florida Statutes, shall be observed for all proposed acquisitions by purchase of real property by the county.

(b) At the direction given by a super majority of the quorum of the board of county commissioners at any regular or special meeting thereof with respect to any specifically identified parcel or parcels of real property, the alternative procedures provided in subsection (c) shall be observed for the proposed purchase by the county of such specifically identified parcel or parcels of real property.

(c) Upon the giving by the board of county commissioners of the direction as provided in subsection (b) with respect to any specifically identified parcel or parcels of real property, any and all written appraisals procured or received by the county related to such specifically identified parcel or parcels of real property prior to or following the giving of such direction, and any and all written offers and counteroffers made or received by the county related to such specifically identified parcel or parcels of real property prior to or following such direction shall be available for immediate public disclosure and shall not be exempt from the provisions of Section 119.07(1), Florida Statutes. Upon the giving by the board of county commissioners of the direction as provided in subsection (b) with respect to any specifically identified parcel or parcels of real property, said board shall be authorized at any subsequent regular or special meeting thereof to enter into any agreement or agreements for the purchase of such specifically identified parcel or parcels of real property upon such terms and conditions as said board shall deem appropriate without the procurement or receipt of any appraisal related thereto following a public hearing preceded by the publication at least five (5) days prior thereto of notice of said board's intent to consider the same. Such notice shall appear in a newspaper of general circulation within the county that is published on at least a weekly basis.

The use of the alternative procedure significantly lessens the notice period before which a purchase and sale agreement can be considered by the Board from 30 days to 5 days published notice. In order to use the alternative procedure, all appraisals for the property which have been received by the County must be made available to the public as soon as the Board approves the use of the shortened notice period.

It is important to note that the Board is not being asked to approve any purchase today. If a real estate purchase and sale agreement is negotiated, it will be brought back to the Board for consideration at a public hearing at a subsequent meeting.

Approval by the Board by a supermajority vote is requested to approve the use of the alternative method for any purchase and sale agreement for the specified parcels.

CKG/dpr



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County
Commissioners

DATE: 11/14/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▫ Ordinance	Ordinance	11/20/2024	Ordinance_23-37_Extension_11.19.24ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	11/20/2024 - 8:54 AM	Item Pushed to Agenda

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, RELATING TO ORDINANCE NO. 2021-48, ORDINANCE NO. 2022-55 AND ORDINANCE 2023-37 WHICH IMPOSED A MORATORIUM ON ANY PROPOSED LAND USE AMENDMENT TO THE CLAY COUNTY 2040 COMPREHENSIVE PLAN THAT EFFECTIVELY INCREASES THE ALLOWABLE RESIDENTIAL DENSITIES WITHIN THE LAKE ASBURY MASTER PLAN AREA OR ANY PROPOSED REZONING THAT EFFECTIVELY INCREASES THE ALLOWABLE RESIDENTIAL DENSITIES OF ANY PARCEL OF LAND WITHIN THE LAKE ASBURY MASTER PLAN AREA IN ORDER TO EXTEND THE MORATORIUM WHICH WILL EXPIRE ON DECEMBER 31, 2024; PROVIDING FOR SEVERABILITY; PROVIDING DIRECTIONS NOT TO CODIFY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 23, 2021, the Board of County Commissioners (the “Board”) adopted Ordinance No. 2021-48 which imposed a moratorium on any proposed land use amendment to the Clay County 2040 Comprehensive Plan that effectively increases the allowable residential densities within the Lake Asbury Master Plan area or any proposed rezoning that effectively increases the allowable residential densities of any parcel of land within the Lake Asbury Master Plan area, which moratorium was to expire on December 31, 2022; and

WHEREAS, on November 22, 2022, the Board determined to extend the duration of the moratorium to December 31, 2023 by adoption of Ordinance No. 2022-55; and

WHEREAS, on November 28, 2023, the Board determined the need still existed for the moratorium due to the continued burden on the area’s current infrastructure and the active infrastructure improvements under construction needed to reduce the burden; and

WHEREAS, on November 28, 2023, the Board extended the duration of the moratorium to December 31, 2024; and

WHEREAS, despite the ongoing construction of roadway improvements through the Bonded Transportation Program, the current infrastructure within the LAMP area continues to be burdened with the rapid growth caused by the substantial increase of residential development in the area and, although getting closer to completion, additional time is needed to allow some of the Bonded Transportation Program roadway improvements to be completed and for others to further progress; and

WHEREAS, the Board finds that the need to preserve the status quo within the LAMP area by suspending the establishment therein of vested rights for increased residential densities still exists, which will assist with protecting and preserving the public health, safety and welfare of the County’s citizens while the roadway improvements continue; and

WHEREAS, at the previous direction of the Board, the County has and continues to evaluate whether additional regulations to LAMP and Article III, Section 3-33 of the Clay County Land Development Code are necessary to ensure that the area continues to grow in a planned manner, including regulations pertaining to the adequate public facilities fee, lot size requirements and protection and preservation of trees within the LAMP area; and,

WHEREAS, the Board desires, in order to maintain the current zoning and residential density policies within the LAMP area while the roadway improvements are in progress and additional regulations are proposed and considered, to extend the moratorium suspending the acceptance and processing of applications for proposed land use amendments to the Clay County 2040 Comprehensive Plan that effectively increase the allowable residential densities within the LAMP area as well as applications for proposed rezoning that effectively increase the allowable residential densities of any parcel of land within the LAMP area.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. The Board has determined that the moratorium on the acceptance and processing of applications for any land use amendments to the Clay County 2040 Comprehensive Plan or applications for rezoning of parcels that effectively increase the allowable residential densities within the Lake Asbury Master Plan Area should be extended from December 31, 2024 through December 31, 2025.

Section 2. If any portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3. The Board hereby directs that the provisions of this Ordinance shall not be codified in the Clay County Code, the Clay County 2040 Comprehensive Plan, or the Clay County Land Development Regulations.

Section 4. This Ordinance shall become effective as prescribed by Florida general law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 26th day of November, 2024.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
_____, Chairman

ATTEST:

By: _____
Tara S. Green
County Clerk of Court and Comptroller
Ex Officio Clerk to the Board



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County
Commissioners

DATE: 11/12/2024

FROM: Kimberly
Morgan

SUBJECT: TDC meeting minutes from September 4, 2024.

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
TDC Meeting Minutes 9.4.24	Backup Material	10/25/2024	Tourist_Development_Council_Meeting_Minutes_and_Attachments_September_4__2024.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	11/20/2024 - 8:44 AM	Item Pushed to Agenda



TOURIST DEVELOPMENT COUNCIL MEETING MINUTES

September 4, 2024,
3:30 PM - Administration Bldg,
4th Floor, BCC Meeting Room,
477 Houston Street
Green Cove Springs, FL 32043
September 4, 2024 3:30 PM

Call to Order

Present: Commissioner District 1 Mike Cella, Chairman
Kimberly Evans
Neil Porter
David Diaz
Kevin Robert
Brian Knight
See Attachment A - Sign-In Sheet

Absent: Steven Kelley
Deborah Beals
Randy Anderson

Staff Present: Courtney Grimm, County Attorney
Kimberly Morgan, Director of Tourism and Film Development
Samantha Kosters, Tourism Product Development Manager
Stephanie Lamb, Program Manager
Cher Malta, Tourism Marketing Manager

Chairman Mike Cella called the meeting to order at 3:31 pm.

Public Comments

Chairman Mike Cella opened the floor for public comment at 3:33 pm.

Barbara Bujak, 1719 Grove Park Drive, Orange Park, Florida, addressed the Council to speak about smoking, vaping, etc., in Clay County parks and requested notification be published.

David Reese, President of Florida's First Coast of Golf, addressed the Council to express his gratitude for the TDC and their support and presented a token of appreciation to Commissioner Mike Cella and the Tourist Development Council.

Chairman Mike Cella thanked Mr. Reese for the recognition.

Hearing no other comments, Chairman Mike Cella closed public comment at 3:41 pm.

Presentations

1. Advance Travel & Tourism Marketing Update (L English)

Marketing update from the contracted advertising agency.

Travel and Tourism Update can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist Development Council/September 9, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist%20Development%20Council/September%209,%202024), beginning at 9:59 and ending at 19:44. Below is a summary of the discussion.

Laura English, Regional Sales Manager - Advance Travel and Tourism, presented a PowerPoint presentation regarding the Advance Tourism and Travel update. See Attachment B.

Topics of Discussion:

- Executive Summary
- General Leisure Campaign
 - Targeted Display Results
 - Paid Social Results
 - Spotify Results
 - YouTube Results
 - OTT/CTV Results
 - Paid Search Results
- Hey Neighbor Campaign
 - Geofencing Display Results
 - Paid Social Results
 - YouTube Results
 - OTT/CTV Results
- Campaign Traffic: Top Sources
- Updated Website - Launched May 6, 2024

There were questions and discussions regarding target markets, such as the General Campaign and Hey Neighbor Campaign. There were also positive comments regarding the partnership with Advance Travel and Tourism.

2. Airstream Ventures Sports Tourism Update (A. Verlander)

Sports tourism update.

Airstream Ventures Update can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist Development Council/September 9, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist%20Development%20Council/September%209,%202024), beginning at 19:49 and ending at 28:45. Below is a summary of the discussion.

Alan Verlander, CEO of Airstream Ventures, presented a PowerPoint presentation regarding the Airstream Ventures Report. See Attachment C.

Topics of Discussion:

- Association Trips
 - Portland, OR
 - Panama City, Florida
 - Wichita, KS
 - Huntsville, AL
- Event Report
 - Booked Events
 - In-Serious Talks
 - Conversations
- Annual Contract

There was clarification regarding the US Ultimate event for 2025.

3. Florida Recreation Development Assistance Program Briefing (M. Covey)

Florida Recreation Development Assistance Program Briefing

FRDAP discussion can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist Development Council/September 9, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist%20Development%20Council/September%209,%202024), beginning at 28:48 and ending at 33:53. Below is a summary of the discussion.

Megan Covey, Grants Manager, presented a PowerPoint presentation to provide details and information regarding the Florida Recreation Development Assistance Program (FRDAP.) See Attachment D.

Topics of Discussion:

- What is FRDAP
- Important Considerations
- FRDAP Application and Project Timeline
- Potential Applications
 - Doctors Lake Park
 - Moody Park

There were questions and discussions regarding grant award process and recommendations for parks.

4. Tourism Team Update (K. Morgan)

Tourism team update.

Tourism Team update can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist Development Council/September 9](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist%20Development%20Council/September%209),

2024, beginning at 33:57 and ending at 54:16. Below is a summary of the discussion.

Kimberly Morgan, Director of Tourism and Film Development, and the TDC Team presented a PowerPoint presentation to the Council regarding the Tourism Update. See Attachment E.

Topics of Discussion:

- Explore Clay App
 - Current Tours
 - App Downloads - Since January 1, 2024
- Facebook Metrics
- Instagram Metrics
- Industry Newsletter
- Consumer Newsletter
- Upcoming Marketing Campaigns
 - 904 Day - September 4, 2024
 - Military Promotion and Campaign
- County Strategic Plan
- Bed Tax Collections
- Hotel Data

There were comments and questions frequency of the newsletters, incentives for doing tours and measuring participation, goals for events, and decrease in the market for hotels and changes in the market over time.

Discussion

There was no discussion for this item.

Approval of Minutes

5. Tourist Development Council Meeting Minutes July 17, 2024
TDC meeting minutes from July 17, 2024.

Brain Knight made a motion for approval of the July 17, 2024, TDC minutes, seconded by Neil Porter, which carried 6-0.

Budget

6. Event Marketing Grant Update (S. Lamb)
TDC grant summary as of 8/26/2024.

*Event Marketing Grant update can be seen at
www.claycountygov.com/government/clay-county-tv-and-video-*

archive/committees/Tourist Development Council/September 9, 2024, beginning at 54:44 and ending at 58:38. Below is a summary of the discussion.

Stephanie Lamb, Program Manager, addressed the council to provide information and details regarding the Event Marketing Grant update. The information discussed can be found attached to the agenda.

Topics of Discussion:

- Closeout for FY23/24
- FY24/25

There were comments, questions, and discussions regarding the carry-forward funding.

7. 2025 Clay County Open TDC Grant Request (K. Morgan/S. Lamb)

2025 Clay County Open - February 5-7, 2025 at Eagle Harbor Golf Club. Requesting \$14,000.

TDC Grant Request can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist Development Council/September 9, 2024, beginning at 58:45 and ending at 1:10:44. Below is a summary of the discussion and vote.

Alan Verlander, CEO of Airstream Ventures, addressed the Council to provide details and information regarding the TDC grant request of \$14,000.00 for the 2025 Clay County Open to be held in 2025.

There were questions and discussions regarding the projected local attendees, how to create local involvement, participants and visitors for the tournament, marketing for the event, room nights, use of grant money, last year's grant, and the event's impact.

Following all discussions, Brain Knight made a motion for approval of \$14,000.00, seconded by Neil Porter, which carried 6-0.

8. Town of Orange Park Fall Festival TDC Grant Request (K. Morgan/S. Lamb)

Town of Orange Park Fall Festival - October 19 & 20, 2024 at Orange Park Town Hall. Requesting \$15,000.

TDC Grant Request can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist Development Council/September 9, 2024, beginning at 1:10:47 and ending at 1:20:22. Below is a summary of the discussion and vote.

Kimberly Morgan, Director of Tourism and Film Development, and Stephanie Lamb, Program Manager, addressed the Council to provide details and information

regarding the TDC grant request of \$15,000.00 for the Town of Orange Park Fall Festival to be held on October 19 - 20, 2024, at the Orange Park Town Hall.

There were questions and discussions regarding the economic investment and impact on the community and the event's timeline, which aligned with the air show and other events.

Kevin Robert made a motion for approval of the full amount of \$15,000.00; more discussion was had regarding the event bringing an opportunity to make Clay County a destination, air show event, impact of the event, and promoting the event; the motion was seconded by David Diaz, which carried 6-0.

9. Budget Review (K. Morgan)

- FY23-24 Budget as of August 26, 2024
- FY24-25 Proposed Budget & Business Plan

Budget Review can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist Development Council/September 9, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist%20Development%20Council/September%209,%202024), beginning at 1:20:30 and ending at 1:32:02. Below is a summary of the discussion.

Kimberly Morgan - Director of Tourism and Film Development, addressed the Council to provide details and an overview regarding the FY23/24 budget as of August 26, 2024, and the FY24/25 proposed budget and business plan. Some of the information discussed can be found attached to the agenda and in attachment F.

There were questions, discussions, and clarifications regarding operating expenditures, mobile visitor center, TDT changes, funding, indirect cost charges, building decrease, M & E capitalization increase, and reduction of product development.

10. TDC Event Marketing Grant Subcommittee Report (S. Kelley)

Review of TDC Subcommittee notes.

Subcommittee Report can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist Development Council/September 9, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist%20Development%20Council/September%209,%202024), beginning at 1:32:08 and ending at 1:34:00. Below is a summary of the discussion.

Stephanie Lamb, Tourism Manager, addressed the Council to provide details and an overview regarding the TDC Event Marketing Grant Subcommittee Report and the next steps for implementing the new grant guidelines. See Attachment G.

No action is needed by the Council.

New Business

11. Bartram Trail Society Update

The Bartram Trail Society of Florida is working with Clay County Tourism, Parks & Recreation, Preservation Board, and Archives to create the itinerary/trail, marketing materials and marketing tools for Clay County's portion of the Bartram Trail. They have included quotes for website work, signage, brochure development, and more to stay within the brand of the Bartram Society of Florida. <https://bartramtrailsociety.com/> Total request is \$43,500

Bartram Trail Society update can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist Development Council/September 9, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist%20Development%20Council/September%209,%202024), beginning at 1:34:03 and ending at 1:46:27. Below is a summary of the discussion and vote.

Kimberly Morgan, Director of Tourism and Film Development, addressed the Council to provide details and information for the Bartram Trail Society update. See Attachment H.

There were questions and discussions regarding tourism vs. parks, funding, participation by surrounding counties, timeline, spending cap, and opportunity to partner with others to promote the initiative, marketing and budget.

Following all discussions, Brian Knight made a motion for approval of a total of \$45,000.00, seconded by Kevin Robert, which carried 6-0.

12. Legislative Update (K. Morgan)

Legislative topics and talking points.

Legislative update can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist Development Council/September 9, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist%20Development%20Council/September%209,%202024), beginning at 1:46:34 and ending at 1:48:15. Below is a summary of the discussion.

Kimberly Morgan, Director of Tourism and Film Development, addressed the Council to provide details and information regarding the legislative update. The team is preparing for the legislative session, Florida Tourism Day, and Clay Day and touching on how the TDT issue impacts the TDC and, more importantly, its impact on local businesses.

There were comments regarding the discussion of the tourism budget during the session this year.

13. Review Meeting Schedule (K. Morgan)

November 6, 2024

Meeting Schedule update can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist Development Council/September 9, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist%20Development%20Council/September%209,%202024), beginning at 1:48:17 and ending at 1:49:41. Below is a summary of the

discussion.

As mentioned above, Chairman Mike Cella stated that the next TDC meeting would be held on November 6, 2024.

There were questions, discussions, and clarifications regarding meeting dates in 2025.

Following all discussions, the Council agreed that the TDC meeting for January should be held on January 8, 2025.

Old Business

14. Upcoming Events Update (S. Lamb)

Upcoming tourism events in Clay County.

9.4.24-11.6.24

Upcoming Events can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/committees/Tourist_Development_Council/September_9,_2024, beginning at 1:49:42 and ending at 1:54:43. Below is a summary of the discussion.

Stephanie Lamb, Program Manager, addressed the Council to provide information for the Upcoming Event update. A list of events is attached to the agenda for review, or you can visit exploreclay.com or use the QR code provided. Events Highlighted:

- Rugby
- Balloon and Laser Show
- Fall Festival

There were comments and discussions regarding the balloon show (October 25-26, 2024 - Clay County Fairgrounds), marketing, generating hotel stays, and the expectation of ticket sales.

Adjournment

Hearing no further business, Chairman Mike Cella adjourned the meeting at 5:26 pm.





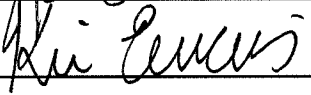

Attest:

Committee Chairman

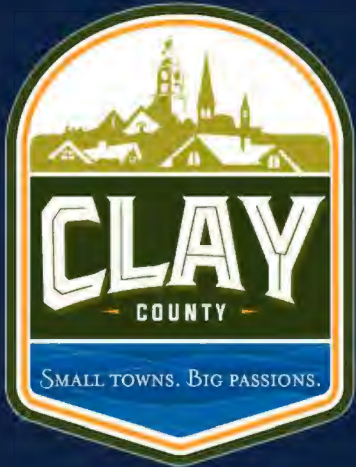
Recording Deputy Clerk

Attachment
“A”
TDC Sign-In Sheet

Tourist Development Council
 Wednesday, September 4, 2024
 3:30 p.m.

NAME	REPRESENTATION	SIGNATURE
Mike Cella	Chairman	
Randy Anderson	Town of Orange Park Council (Municipal)	
Brian Knight	Pragmatic Works (Citizen)	
Debbie Beals	Keystone Heights Realtor (Citizen)	
David Diaz	Car Club Events/Accomodations (Citizen)	
Kevin J. Robert	Robert Hospitality, LLC Hampton Inn/ Hilton Garden Inn (Accommodation)	
Kimberly Evans	Aon Hospitality (Accommodation)	
Steven Kelly	City of Green Cove Springs (Municipal)	
Neil Porter	Vacation Rental Owner (Accommodation)	
Courtney Grimm	County Attorney	
Kimberly Morgan	Director of Tourism & Film Development	

Attachment
“B”
Advanced Travel and Tourism
Update



BOARD REPORT
June 2024 - July 2024



LET'S GO SOMEWHERE
together.

LET'S GO SOMEWHERE **together**

Executive Summary .

- Over **2.92 million impressions** were delivered between June 2024 and July 2024, driving more than **32,000 visitors** to Exploreclay.com!
- The Display campaigns had more than **9,724 hours** of total exposure. This is equal to more than **405 days** of your ads being seen by your target markets.
- The Social Campaigns reached **181,203** potential travelers on Facebook and Instagram. The Social Campaigns achieved more than **17,000** clicks and the social target audience engaged with the ads over **7K** times.
 - The Advance campaigns accounted for over half of the total website traffic at **60%**.
- These users directly drove over **27,000 Pageviews** and performed a total of **78,292 Event Actions** on Exploreclay.com. In addition, the Engagement Rate of these users increased **5%** and their Average Engagement Time increased **25%** compared to the previous period.

General Leisure Campaign

Targeted Display Results.

Impressions: 1,529,794

Clicks: 12,637

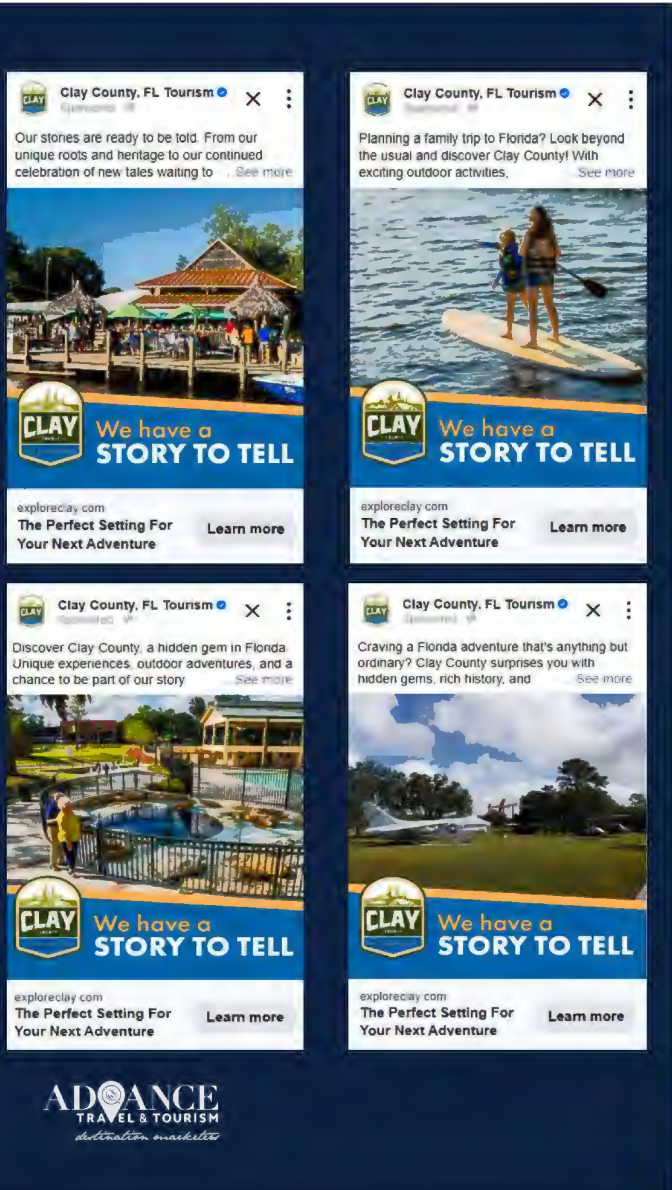
CTR: 0.83%

Total Exposure Time: 9,724 Hours

New Users: 99%



LET'S GO SOMEWHERE **together**



Paid Social Results.

Impressions: 257,648

Reach: 127,819

Clicks: 11,421

Post Reactions: 372

Post Shares + Post Saves: 6 1

New Users: 100%

LET'S GO SOMEWHERE **together**

Spotify Results.

Impressions: 156,574

Reach: 229,229

Clicks: 49

Completions: 154,677

Completion Rate: 98.79%

New Users: 100%



YouTube Results.

Impressions: 188,304

Clicks: 147

Completed Views: 109,927

Completion Rate: 58.38%

New Users: 100%



OTT/CTV Results.

Impressions: 312,483

Completed Views: 307,411

Completion Rate: 98.38%

New Users: 100%



Paid Search Results.

Impressions: 13,918

Clicks: 2,047

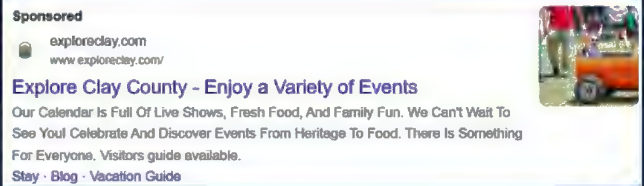
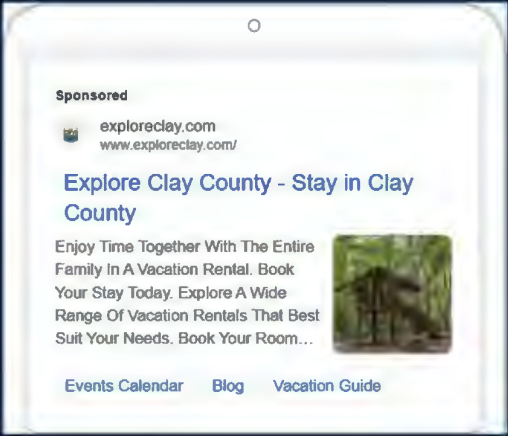
CTR: 14.71%

New Users: 97%

Engagement Rate 64%

Top Keywords:

- “parks in clay county florida”
- “things to do in clay county florida”
- “events in clay county fl”
- “clay county fl events”



Hey Neighbor Campaign



Geofencing Display Results.

Impressions: 141,243

Clicks: 1,425

CTR: 1.01%

New Users: 100%

436 devices were tracked back to Clay County from the Geofence Campaign

LET'S GO SOMEWHERE **together**

11



Paid Social Results.

Impressions: 158,463

Reach: 53,384

Clicks: 6,005

Post Engagements: 2,386

Post Shares + Post Saves + Post Reactions: 356

New Users: 99%

LET'S GO SOMEWHERE **together**

YouTube Results.

Impressions: 102,626

Clicks: 64

Completed Views: 60,919

Completion Rate: 59.36%

New Users: 100%



OTT/CTV Results.

Impressions: 60,792

Completed Views: 59,935

Completion Rate: 98.59%

New Users: 100%



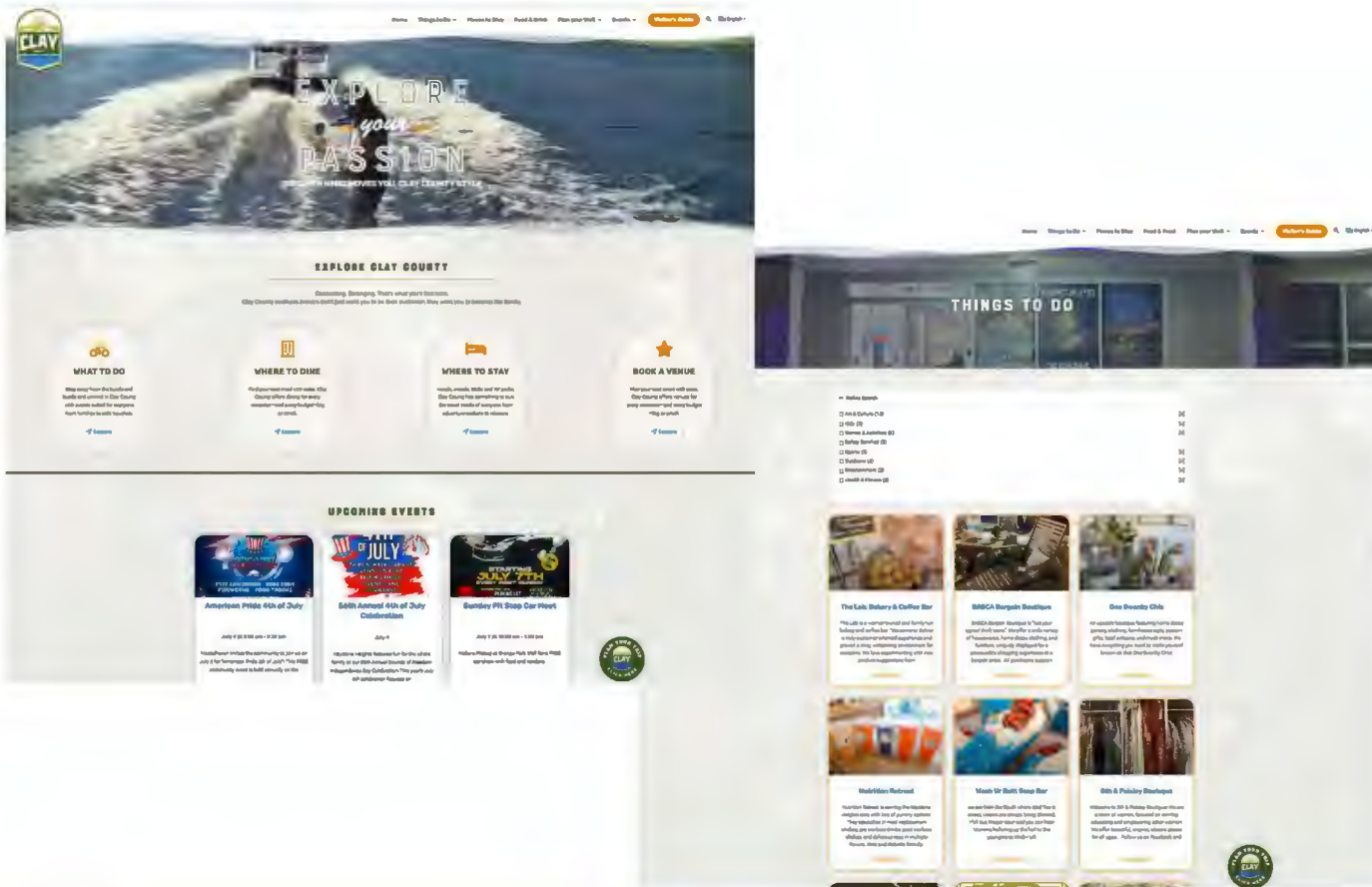
Campaign Traffic. Top Sources

Session source / medium	↓ Users	Sessions	Engaged sessions	Average engagement time per session	Engaged sessions per user	Events per session	Engagement rate	Event count All events
	29,367 100% of total	34,804 100% of total	13,359 100% of total	26s Avg 0%	0.45 Avg 0%	4.99 Avg 0%	38.38% Avg 0%	173,761 100% of total
1 advance / display	9,676	11,531	1,523	2s	0.16	3.11	13.21%	35,869
2 google / organic	6,550	7,943	4,981	41s	0.76	5.95	62.71%	47,254
3 facebook / paid	4,489	5,043	1,932	21s	0.43	4.73	38.31%	23,852
4 google / cpc	3,185	3,830	1,547	28s	0.49	4.53	40.39%	17,357
5 (direct) / (none)	2,280	2,727	1,249	46s	0.55	5.88	45.8%	16,042
6 m.facebook.com / referral	1,045	1,070	636	10s	0.61	4.95	59.44%	5,301
7 bing / organic	407	527	403	1m 31s	0.99	8.50	76.47%	4,482
8 lm.facebook.com / referral	356	424	152	17s	0.43	4.67	35.85%	1,978
9 (not set)	217	175	50	5m 23s	0.23	32.75	28.57%	5,732
10 l.facebook.com / referral	217	313	212	1m 05s	0.98	11.49	67.73%	3,595

Advance Campaigns drove 60% of total website traffic and 99% of the Advance traffic were new users.

Advance Campaigns drove 5,047 engaged sessions and had an engagement rate of 24.31%.

Updated Website. Launched on 5/6



Website Performance YOY for June and July 2024

- Pageviews increased 14%.
 - *This is an additional 6,836 pages viewed.*
- Page Scrolls increased 29%.
 - *This is an additional 2,360 users consuming over 90% of the page.*
- Average Engagement Time per Session increased 28%.
- Total Engaged Sessions increased 19%.

Thank You

Attachment
“C”
Airstream Ventures
Update



SPORTS TOURISM PRESENTATION

QUARTERLY REPORT- September 2024



ASSOCIATION TRIPS



4/24

SPORTS ETA (Portland, OR)



5/24

FLA SPORTS FNDTN (Panama City, FL)



10/24

SPORTS (Wichita, KS)



10/24

ACES (Huntsville, AL)



EVENT REPORT

BOOKED EVENTS-15

American Cornhole Regional (Feb. 24)

Minor League Golf Tour (Feb. 24)

Inspire Dance Competition (March 24)

NFL Flag Football (April 24)

MotoSurf (May 2024)*

SpikeBall (June 24)

Youth LAX Showcase (June 24) - **cancelled**

Youth LAX Showcase (Sept. 24)

Hurricane Jr. Golf Tour (Sept. 24)

Clay County Cross Country Invitational (Sept. 24)

FC Rugby (Oct. 24)

UFFL (Oct. 24)

NIRSA (Dec. 24)

Minor League Golf Tour (Feb. 25)

UFFL (Oct. 25)

*National TV-CBS Sports Network

IN SERIOUS TALKS

US Ultimate (2025)

ACL - Regional (June 25)

Two Youth Lacrosse Events (24/25)

BID: NCAA Golf Regional (26/27)

Pro Watercross (2025)

Ozark Fishing (2025)

~~BID: US Cycling Championship (25/26)~~

CONVERSATIONS

USA Archery (2025-2027)

Spikeball - 'Major' event (2025)

Spring Break Lacrosse College Round Robin (2025)

Bassmasters College Championship (2025)

Powerlifting America (2024-25)

PDGA (2025)

Disc Golf Pro Tour (2025)

B.A.S.S Fishing Tour (2025)

DODDS Diving (2025)

7v7 Football (2025)

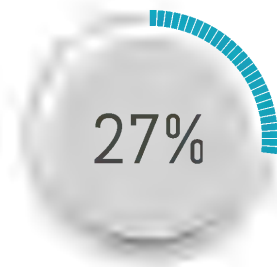
ANNUAL CONTRACT

FEB 2024-JAN 2025

\$66,000 per year

2023-2024 TOURISM IMPACT VS.
CONTRACT

TOTAL VALUE



*(Room night values, impact values,
marketing values)*



EVENTS

GOAL: 11
ACTUAL: 6*

ROOM NIGHTS

GOAL: 2,000
ACTUAL: 500*

TOURISM IMPACT

GOAL: \$1 MM
ACTUAL: \$270k*

* Cancelled event: 2,000 Hotel Nights | \$1 mm Impact

Attachment
“D”
FRDAP Update

SFY 2025-2026 FRDAP GRANT DISCUSSION



WHAT IS FRDAP?

The Florida Recreation Development Assistance Grant Program (FRDAP) is a competitive, state funded grant program which provides assistance to local governments for the creation of and improvements to outdoor parks.

Local governments may request up to \$200,000 in Grant funding per park on an annual basis.

Local governments may submit two applications per annual application cycle.

IMPORTANT CONSIDERATIONS

Projects must develop outdoor recreational sites and facilities owned or leased by the local government.

Projects which request more than \$150,000 of grant funding must provide a 1 to 1 local match.

Allowable sources for local match are cash, in-kind services, and land value.

Funds are available for future projects costs or project costs which occurred within one (1) year of project approval.

FRDAP APPLICATION & PROJECT TIMELINE

Application

Applications are due September 30, 2024. FDEP Land & Grants Section ranks applications according to Florida Administrative Code 62D-5.

Funding

FDEP Land & Grants Section submits the ranked priority list to State Legislature for consideration during state budgeting process.

Award

Awards are contingent upon legislative approval and issued after July 1.

Project Timeline

Awarded local governments have up to three (3) years to complete the project.

Closeout

Completed projects must designate the use of the site for public use and the benefit of the general public.

Potential Applications

Doctors Lake Park*

**\$200,000 from FRDAP
Project in CIP**

Moody Park

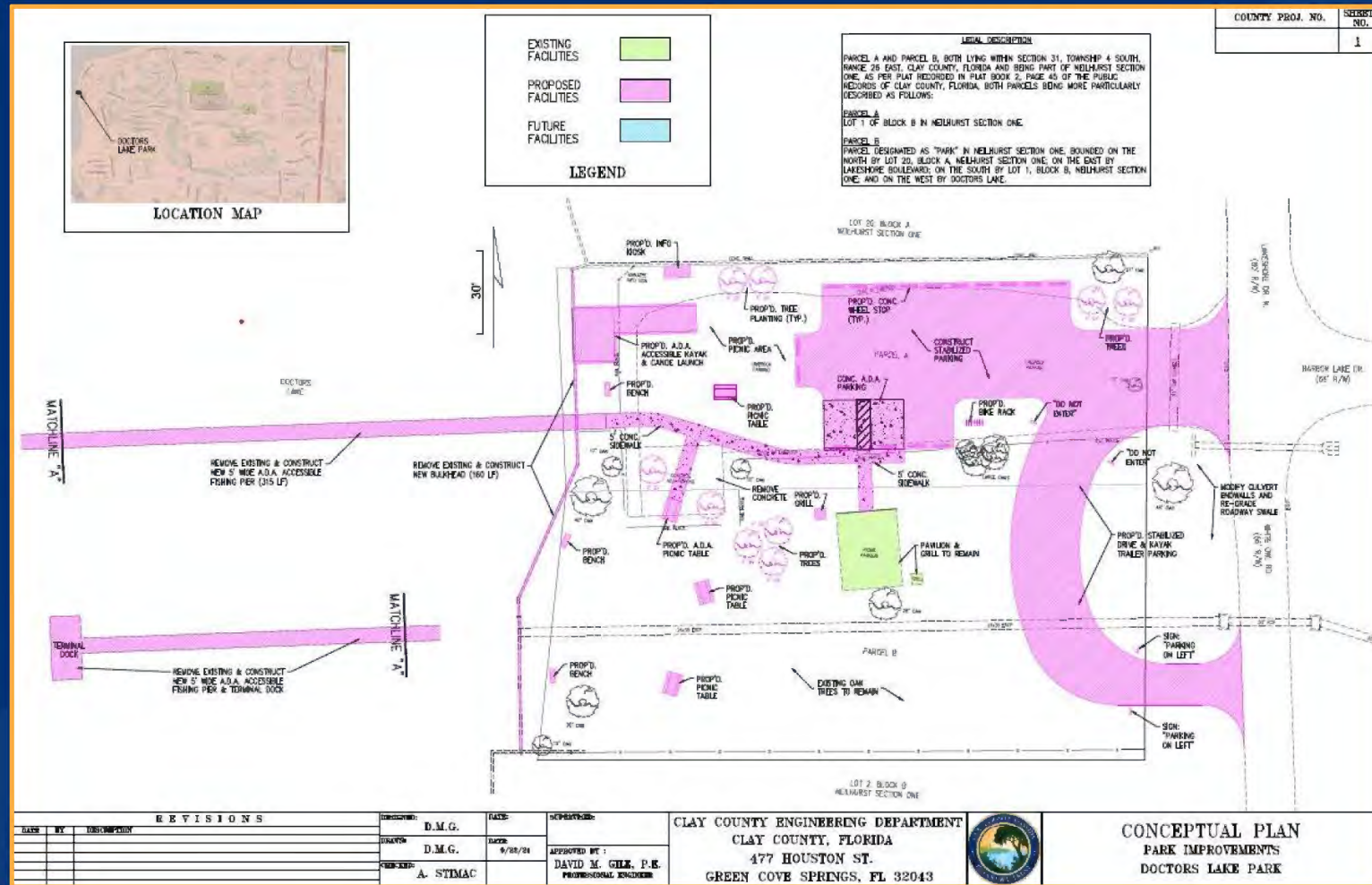
**\$200,000 from FRDAP
Project in CIP**

*The Doctors Lake Park application will be submitted as a retroactive project as the project is currently under design. Retroactive projects are eligible if they otherwise meet rule criteria, funds are available, and project costs have occurred within one (1) year prior to the approval of funding.

Doctors Lake Park

Improvements

- Fishing Pier Renovation
- Kayak/Canoe Launch
- Replace 180' of Bulkhead
- Replace Parking Lot
- Install ADA Sidewalks
- Install Picnic Tables
- Install Grills
- Install Benches
- Landscaping



Doctors Lake Park

Improvements

- Fishing Pier Renovation
- Kayak/Canoe Launch
- Replace 180' of Bulkhead



- Replace bulk head along waterfront



- Install Kayak/Canoe Launch along bulkhead north of existing pier

Doctors Lake Park

Improvements

- Create Paved Parking Lot
- Relocate ADA Parking
- Repurpose Existing ADA Parking Area



- Construct paved parking lot adding an additional entrance for kayak/canoe trailering



- Relocate existing ADA parking across from Pavilion
- Current space transition to ADA accessible picnic area

Doctors Lake Park

Improvements

- Add Trees/Landscaping
- Add Picnic Tables & Benches
- Install ADA access to Pavilion



- Add landscaping, picnic tables, and grills throughout existing Green Space



- Existing Pavilion will remain in place.
- Sidewalk will connect pavilion to relocated ADA parking

Moody Ave Park

Potential Improvements

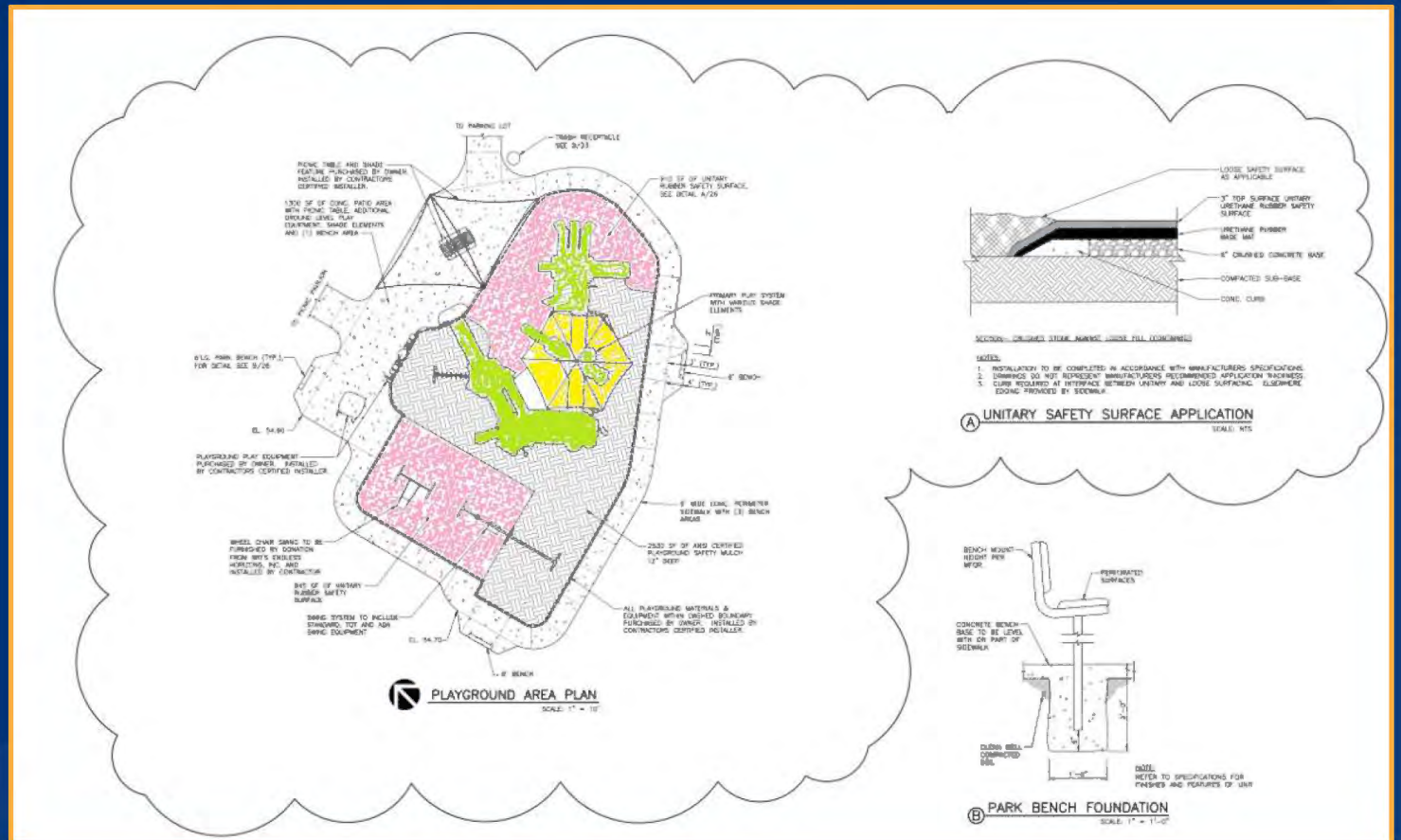
- Replace Rubber Surfacing
- Replace Multi-Use Unit
- Replace Drainage System



Moody Ave Park

Potential Improvements

- Replace Rubber Surfacing
- Replace Multi-Use Unit
- Replace Drainage System



- Poured in-place rubberized mulch installed in 2012
- Drainage system runs under park structure, parking lot, and ties into existing ponds



THANK YOU

Q & A

Megan Covey, Grants Director

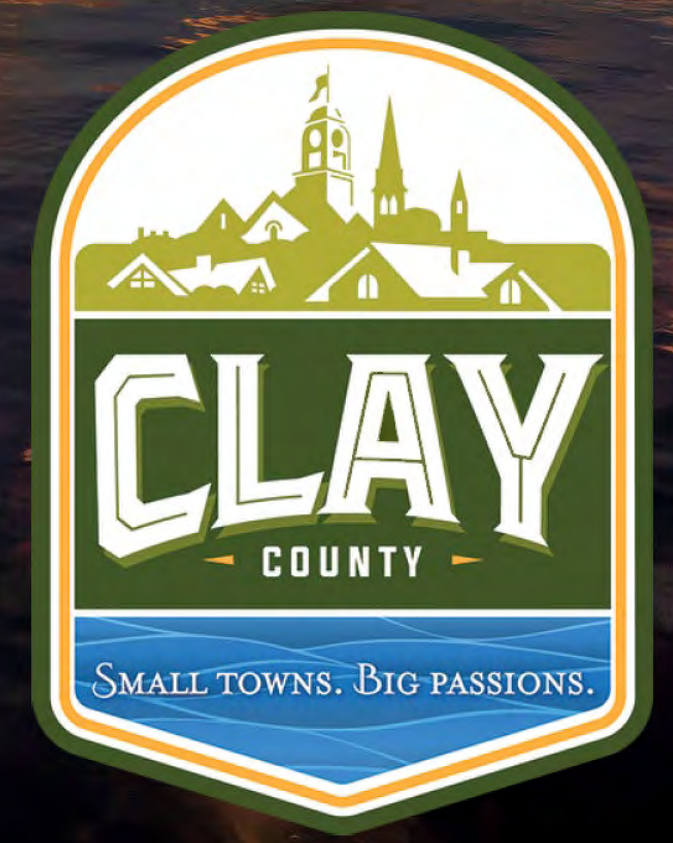
Megan.Covey@claycountygov.com

904-295-4151

**Attachment
“E”
Tourism Team
Update**

SEPT 2024

TOURISM
DEPT
UPDATE



Explore Clay App

Current Tours

- Caffeinated in Clay
- Regional Sports Complex
- Golf Courses
- Celebrate Clay History!

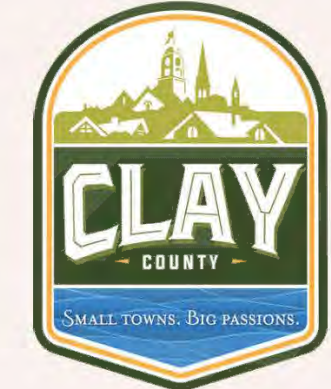
App Downloads Since Jan. 1, 2024

- iOS: 1226
- Android: 120



WELCOME TO CLAY COUNTY! Upcoming Tours

Let us be your guide. Download the **Explore Clay app** to build your own tour of shopping, dining, and more.



- Lynyrd Skynyrd Itinerary

FEATURES

- Parks Passport

PLAN YOUR STAY
Discover ideas to make your stay even more exciting. Save your ideas and map out your itinerary.

- Historic Houses Tours

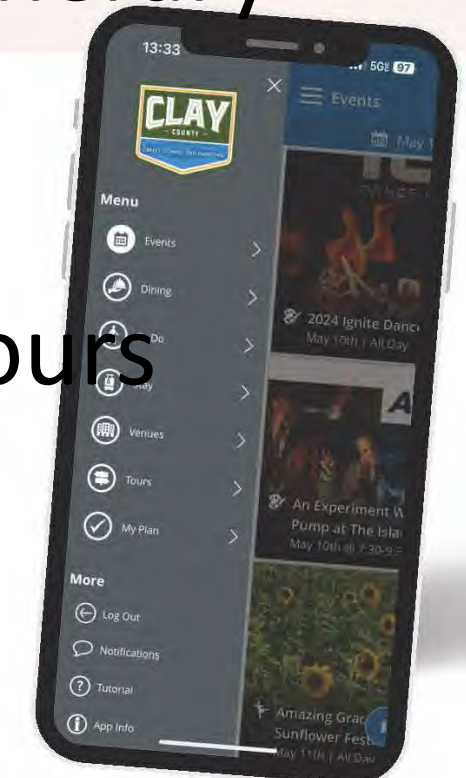
THINGS TO DO

Whether you're looking for scenic views or outdoor adventure, the possibilities are endless.

- For each region

DINING

You'll find a diverse range of culinary delights to satisfy your cravings.



Scan the **QR code** to download the Explore Clay app on your Android or iPhone. You could also search 'Explore Clay' in the Google Play or App Store.



Metrics

Reach – 659.7K ↓ 21%

 Organic – 294,321 ↑ 53.3%

 Paid – 429,671 ↓ 36.0%

Followers - 10,096 ↑ 9%

May 1, 2024 – Aug. 27, 2024



Metrics


Reach – 20,214 ↓ 97%

 Organic – 1,526 ↑ 42.9%

 Paid – 18,914 ↓ 18,914%

Followers – 603 ↑ 22%


[Contact Us](#) [Submit an Event](#) [ExploreClay.com](#)



Welcome to the first edition of the Clay County Tourism Industry Newsletter! Use this newsletter to stay in the know about Explore Clay's upcoming marketing campaigns, events, and ways the Tourism Department can help you with your business.

UPCOMING CAMPAIGNS


If you would like to be considered for inclusion in Explore Clay's upcoming marketing initiatives, please submit your information via the links below by the provided deadlines.



Entertainment

Holiday Happenings & Festivities
Spotlight on holiday happenings, including Halloween, Christmas, New Years and other wintertime events taking place.
Deadline: August 15

[Submit Post](#)



Christmas Shopping in Clay
Featuring special discounts, events and curated holiday deals to make Christmas shopping seamless and enjoyable.
Deadline: August 15

[Submit Post](#)


BUSINESS TOOLKIT

The Explore Clay mobile app is a great tool for all visitors and locals to get the scoop on all things happening in Clay. Local Clay County businesses can get their businesses and events listed on the app for free.

EXPLORE CLAY APP

- 📍 SUBMIT YOUR EVENT
- 📍 LIST YOUR BUSINESS
- 📍 FEATURE PROMOS

[DOWNLOAD](#)



SUBMIT YOUR EVENT
DISPLAYED ON EXPLORECLAY.COM & MOBILE APP


VISITFLORIDA.com hosts more than 20 million visits to the site, providing a valuable resource for inspiration and travel planning to visit the Sunshine State. Is your business there? If not, claim your Free Web Listing, which includes an image, description, contact information, amenities, and interactive map

FREE WEBSITE LISTING
ON VISITFLORIDA.COM

VISIT FLORIDA

Apply today at
VISITFLORIDA.org/join

[Contact Us](#)



Industry Newsletter

Audience: Tourism industry related businesses

Stay up to date on current Explore Clay marketing campaigns and initiatives

Easily submit info related to events, deals and promotions, and business updates to be featured on Explore Clay website and mobile app

Edition #1 sent in August!

700+ Tourism related businesses subscribed

Consumer Newsletter

Coming Soon!

Audience: Visitors and locals interested in Clay County leisure Features what's new in Clay, events, local guides, relevant stories, mobile app, and more.

Nearly 10K current subscribers to tourism-related topics

#ExploreClay

Thanks for sharing your nature photos in Clay County! From gorgeous sunsets in Moosehaven to flowing spring water in Spring Park, Clay County has so many beautiful sights to see. Never stop exploring!



Mikell Whitehead Daynevision2020 Traci Miller

Reach – 243,700

Followers – 2,521

THE CLAY COUNTY COUPLE'S WEEKEND ITINERARY

[READ MORE](#)

YOUR LOCAL GUIDE!

- PLAN YOUR STAY
- INTERACTIVE TOURS
- FIND LOCAL DINING

[DOWNLOAD](#)



Things to Do Destination Guide ExploreClay.com



HEY NEIGHBOR!



Clay County has plenty of things to do and see! This month don't miss out on a full calendar of [events](#). Be sure to check out new Clay County businesses like [Barley and Pie](#) and [1928 Cuban Bistro](#) too. Stay up to date with the latest happenings by visiting [ExploreClay.com](#) or downloading the Explore Clay app on your phone. We'll see you around!

UPCOMING EVENTS

 <p>Charlotte's Web the Musical</p> <p>This exciting, new musical version of Charlotte's Web brings a new dimension to E.B. White's be-loved classic</p> <p>Learn More</p>	 <p>Food Truck Fridays in Green Cove Springs</p> <p>Green Cove Springs Food Truck Friday is held every first Friday of the month from March to November. Featuring local food trucks and live music.</p> <p>Learn More</p>	 <p>4th of July in Moosehaven</p> <p>Moosehaven invites the community for "American Pride 4th of July"! This event is held on the banks of the St. John's River.</p> <p>Learn More</p>
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SPEND THE NIGHT

[VIEW OVERNIGHT ACCOMMODATIONS](#)

Upcoming Marketing Campaigns

904 Day - September 4

Marketed throughout the greater Jacksonville market on social media and a variety of other distribution channels.

Great part of our local campaign

Military Promotion & Campaign

Partnership with Florida's First Coast of Golf and VISIT FLORIDA

Radio promotion in Atlanta - contest for Veterans +1 to experience NE FL Veterans Day Weekend
Additional Advertising and Promotions run October - January in FL, VA, DC NY, Colorado Springs/Denver, Boston, San Diego, etc.



County Strategic Plan - ECD2.T2 – Attract 20 new multi-day tourism events within the county generating overnight stays

**Sports Tourism Initiative
Military Reunions**

Actualized (Occurred):

2

Booked for Future:

6

Bed Tax Collections

Bed Tax Collections - Calendar Year

Updated 8/26/2024

	2019	2020	2021	2022	2023	2023 YTD Total	2024	YTD	Monthly Change Over Prior Year	YTD Change Over Prior Year
January	\$ 86,034	\$ 105,097	\$ 82,679	\$ 142,865	\$ 105,645	\$ 105,645	\$ 135,743	\$ 135,743	28.49%	28.49%
February	\$ 79,015	\$ 90,601	\$ 83,180	\$ 116,170	\$ 150,109	\$ 255,754	\$ 137,921	\$ 273,664	-8.12%	7.00%
March	\$ 90,939	\$ 109,728	\$ 102,906	\$ 126,134	\$ 139,686	\$ 395,439	\$ 144,380	\$ 418,044	3.36%	5.72%
April	\$ 97,276	\$ 118,673	\$ 106,613	\$ 136,608	\$ 157,533	\$ 552,972	\$ 179,844	\$ 597,888	14.16%	8.12%
May	\$ 129,815	\$ 89,096	\$ 136,442	\$ 138,587	\$ 195,537	\$ 748,510	\$ 162,166	\$ 760,055	-17.07%	1.54%
June	\$ 112,162	\$ 44,965	\$ 142,763	\$ 161,106	\$ 159,023	\$ 907,533	\$ 166,023	\$ 926,078	4.40%	2.04%
July	\$ 119,454	\$ 66,955	\$ 143,327	\$ 151,781	\$ 161,810	\$ 1,069,343	\$ 149,731	\$ 1,075,810	-7.46%	0.60%
August	\$ 108,509	\$ 88,212	\$ 147,415	\$ 142,622	\$ 153,754	\$ 1,223,097		\$ 1,075,810	-100.00%	-12.04%
September	\$ 106,893	\$ 94,377	\$ 127,911	\$ 159,872	\$ 150,344	\$ 1,373,441		\$ 1,075,810	-100.00%	-21.67%
October	\$ 99,690	\$ 87,964	\$ 128,508	\$ 139,963	\$ 142,115	\$ 1,515,556		\$ 1,075,810	-100.00%	-29.02%
November	\$ 91,019	\$ 85,276	\$ 118,348	\$ 135,742	\$ 131,870	\$ 1,647,426		\$ 1,075,810	-100.00%	-34.70%
December	\$ 100,614	\$ 93,471	\$ 122,232	\$ 143,291	\$ 135,743	\$ 1,783,169		\$ 1,075,810	-100.00%	-39.67%
	\$ 1,221,418	\$ 1,074,416	\$ 1,442,324	\$ 1,694,740	\$ 1,783,169		\$1,075,810			

Keep in mind that collections are generally a month behind the lodging sales transaction.

Hotel Data

Current Month - July 2024 vs July 2023

	Occ %		ADR		RevPAR		Percent Change from July 2023					
	2024	2023	2024	2023	2024	2023	Occ	ADR	RevPAR	Room Rev	Room Avail	Room Sold
	Clay County, FL+	69.8	73.7	118.41	122.53	82.70	90.36	-5.3	-3.4	-8.5	-8.7	-0.2
Alachua County, FL	56.7	59.8	104.08	101.50	58.98	60.72	-5.3	2.5	-2.9	-6.1	-3.3	-8.4
Duval County, FL	67.1	68.6	112.18	113.97	75.31	78.19	-2.1	-1.6	-3.7	-1.2	2.6	0.4
Putnam County, FL	52.0	54.5	101.24	102.14	52.64	55.70	-4.7	-0.9	-5.5	-5.5	0.0	-4.7
St. Johns County, FL	65.4	66.2	171.53	180.61	112.24	119.63	-1.2	-5.0	-6.2	-4.8	1.5	0.3

Year to Date - July 2024 vs July 2023

	Occ %		ADR		RevPAR		Percent Change from YTD 2023					
	2024	2023	2024	2023	2024	2023	Occ	ADR	RevPAR	Room Rev	Room Avail	Room Sold
	Clay County, FL+	76.1	78.8	126.99	129.17	96.66	101.76	-3.4	-1.7	-5.0	-5.2	-0.2
Alachua County, FL	64.6	65.0	121.37	117.64	78.39	76.49	-0.7	3.2	2.5	-1.4	-3.8	-4.4
Duval County, FL	70.1	72.3	117.54	119.93	82.36	86.66	-3.0	-2.0	-5.0	-3.5	1.6	-1.5
Putnam County, FL	61.7	64.2	113.35	117.57	69.94	75.45	-3.8	-3.6	-7.3	-7.3	0.0	-3.8
St. Johns County, FL	67.7	70.6	182.96	187.36	123.95	132.30	-4.1	-2.3	-6.3	-4.0	2.5	-1.7



Q & A

Thank You!

Attachment
“F”
Budget Review

COST CENTER:	TOTAL COMBINED		
---------------------	-----------------------	--	--

511000 - Executive Salaries	\$ -		\$ -
512000 - Regular Salaries and Wages	\$ 323,562	\$ 249,940	\$ 281,471
513000 - On Call Allowance	\$ -		\$ -
514000 - Overtime	\$ 300	\$ 300	\$ 1,000
516000 - Personnel Services - Constitutional Officer	\$ -		\$ -
516001 - Personnel Services - Constitutional Officer Election Recount	\$ -		\$ -
516100 - Comp Annual/Sick Leave	\$ -		\$ -
516200 - Personnel Services - BCC Security Constitutional Officer	\$ -		\$ -
521000 - FICA Taxes	\$ 24,780	\$ 19,354	\$ 21,605
523000 - Retirement Contributions	\$ 45,597	\$ 36,072	\$ 39,958
524000 - Health Insurance	\$ 71,640	\$ 81,207	\$ 41,568
524100 - Life Insurance	\$ 264	\$ 264	\$ 516
524200 - Dental Insurance	\$ 1,092	\$ 1,092	\$ 840
524300 - Retiree's Insurance	\$ -		\$ -
525000 - Workers' Compensation	\$ -	\$ -	\$ 452
525000 - Unemployment Compensation	\$ -		\$ -
TOTAL PERSONNEL SERVICES	\$ 467,235	\$ 388,229	\$ 387,410

Personnel

OPERATING EXPENDITURES SCHEDULE:	ADOPTED FY 23/24 BUDGET	AMENDED FY 23/24 BUDGET	FY 24/25 BUDGET
524001 - Administration Fees			
524002 - Claims Payments			
531000 - Professional Services	\$ 315,000	\$ 315,000	\$ 178,177
Video/Photography			
Content Development			
Public Relations efforts			
PRJ100620 Hotel Feasibility Study			
531002 - KH Lakes Project	\$ -	\$ -	\$ -
531003 - Professional Services – NOC	\$ -	\$ -	\$ -
531006 - Professional Services - PFM	\$ -	\$ -	\$ -
531200 - Legal	\$ -	\$ -	\$ -
531300 - Engineering, Architectural, and Appraisal	\$ -	\$ -	\$ -
531400 - Medical, Dental, and Related	\$ -	\$ -	\$ -
532000 - Accounting and Auditing	\$ -	\$ -	\$ -
533000 - Court Reporter Services	\$ -	\$ -	\$ -
534000 - Other Contractual Services	\$ 1,500	\$ 1,500	\$ 1,500
534001 - Deceased Transport	\$ -	\$ -	\$ -
534002 - Transportation TD	\$ -	\$ -	\$ -
534003 - Transportation	\$ -	\$ -	\$ -
534004 - Transportation - 5311 Operations Grant	\$ -	\$ -	\$ -
534101 - Out County Indigent Care	\$ -	\$ -	\$ -
534200 - Child Support Enforcement	\$ -	\$ -	\$ -
534300 - Medicaid Assistance	\$ -	\$ -	\$ -
534400 - Burial Of Paupers	\$ -	\$ -	\$ -
534500 - Administrative Expense	\$ -	\$ -	\$ -
534600 - Temp Labor - Billing, Collection, and Management	\$ -	\$ -	\$ -
534800 - Security	\$ -	\$ -	\$ -
534900 - Food Services	\$ -	\$ -	\$ -
540000 - Travel and Per Diem	\$ 6,050	\$ 6,050	\$ 13,630
Local Mileage			
Chamber Events/Industry Events Tourism Attends			
Destinations FL Marketing Summit (May)			

Professional Services

Marketing

Travel & PerDiem

Destinations FL Annual Meeting (Oct)				
Governor's Conference on Tourism (Sept)				
STS Marketing College (June)				
STS Connections				
FL Tourism Day				
Sports ETA				
TEAMS				
FL Sports Foundation Summit				
ESTO				
Clay Day				
541100 - Telephone and Communications	\$ 3,579	\$ 3,579	\$ 3,758	Operating
541300 - Telephone Charges (IGS)	\$ -	\$ -	\$ -	
541400 - Computer Services (IGS)	\$ -	\$ -	\$ -	
542000 - Freight and Postage	\$ 1,000	\$ 1,000	\$ 10,500	Operating
Freight and Postage FY24-25				
PRJ100470 Tourism Office				
543000 - Utility Services	\$ -	\$ -	\$ -	
544000 - Rentals And Leases	\$ 3,000	\$ 3,000	\$ 3,000	Operating
PRJ100534 Regional Park				
545000 - Insurance	\$ -	\$ -	\$ -	
545100 - General Liability Insurance (IGS)	\$ -	\$ -	\$ -	
545200 - Property Insurance (IGS)	\$ -	\$ -	\$ -	
545300 - Automobile Insurance (IGS)	\$ -	\$ -	\$ -	
546100 - Repairs and Maintenance	\$ -	\$ -	\$ -	
546110 - Software Maintenance/Subscriptions	\$ 57,000	\$ 57,000	\$ 70,425	Operating
Passport Tool				
UGC Gatherer (User Generated Content)				
Research				
Hotel Forecasting				
Short Term Rental Compliance				
Nimble				
County Visit Measurement Tool (Placer.AI)				
546200 - Repairs and Maintenance - Vehicles	\$ -	\$ -	\$ -	
546400 - Vehicle Maintenance (IGS)	\$ -	\$ -	\$ -	
547000 - Printing and Binding	\$ 50,000	\$ 50,000	\$ 50,000	Operating
548000 - Promotional Activities	\$ 1,500	\$ 1,500	\$ 1,000	Marketing
548001 - Election Grants	\$ -	\$ -	\$ -	
548002 - Election Grants Match - Constitutional Officer	\$ -	\$ -	\$ -	
548003 - Thrasher-Horne Center - Arts	\$ 125,000	\$ 125,000	\$ 125,000	Grant - Thrasher-Horne
548004 - Tourism Advertising and Marketing	\$ 366,000	\$ 366,000	\$ 368,413	Marketing
548005 - Reimbursement Grants	\$ 150,000	\$ 300,000	\$ 250,000	Reimbursable Grant

548006 - Florida First Coast Of Golf Grant	\$ 35,000	\$ 35,906	\$ 42,000	Marketing
548007 - Digit Marketing Campaign Grant	\$ -	\$ -	\$ -	
548008 - Familiarization Tours Grant	\$ 10,000	\$ 10,000	\$ 10,000	Marketing
548009 - Sports Sales and Marketing	\$ 82,500	\$ 82,500	\$ 91,500	Marketing
548010 - Nitro Rally Promotion	\$ -	\$ -	\$ -	
548100 - Park Events	\$ -	\$ -	\$ -	
548200 - Veterans Day Event	\$ -	\$ -	\$ -	
549100 - Other Current Charges	\$ -	\$ -	\$ -	
549103 - OCC - Insurance Deductible	\$ -	\$ -	\$ -	
549104 - PEMT - MCO - IGT	\$ -	\$ -	\$ -	
549200 - Legal Advertising	\$ -	\$ -	\$ -	
549400 - Solid Waste Exemptions	\$ -	\$ -	\$ -	
549500 - Indirect Costs Charges	\$ 108,255	\$ 108,255	\$ -	
549800 - Program Services	\$ -	\$ -	\$ -	
549900 - Expense Other Than Salaries - Constitutional Officer	\$ -	\$ -	\$ -	
549902 - Credit Card Fees	\$ -	\$ -	\$ -	
549999 - Tax Collector Commission	\$ 48,000	\$ 48,000	\$ 51,840	Operating
551000 - Office Supplies	\$ 5,000	\$ 5,000	\$ 5,250	Operating
552000 - Operating Supplies	\$ 5,100	\$ 5,100	\$ 5,355	Operating
552032 - Fuels and Lubricants	\$ -	\$ -	\$ -	
552050 - Fuel (IGS)	\$ -	\$ -	\$ -	
552100 - Inventories	\$ -	\$ -	\$ -	
552160 - Uniforms	\$ -	\$ -	\$ -	
552300 - Chemicals and Lab Supplies	\$ -	\$ -	\$ -	
552400 - Food	\$ 2,000	\$ 2,000	\$ 2,100	Operating
552402 - Donated Supplies	\$ -	\$ -	\$ -	
552700 - Computer Software	\$ -	\$ -	\$ -	
553000 - Road Materials and Supplies	\$ -	\$ -	\$ -	
554000 - Books, Publications, Dues, and Membership	\$ 25,790	\$ 25,790	\$ 13,395	Operating
Destinations FL Dues				
VISIT FL Dues				
FRLA Dues				
FL Sports Foundation				
Sports Organizations (estimate)				
Destinations International				
Southeast Tourism Society				
555000 - Training and Certification	\$ 7,200	\$ 7,200	\$ 11,525	Operating
Miscellaneous Webinars				
Destinations FL Marketing Summit (May)				
Destinations FL Annual Meeting (Oct)				
Governor's Conference on Tourism (Sept)				
STS Marketing College (June)				
STS Connections				
FL Tourism Day				
Sports ETA				
TEAMS				
FL Sports Foundation Summit				
ESTO				
Clay Day				
559000 - Depreciation	\$ -	\$ -	\$ -	
TOTAL OPERATING EXPENDITURES	\$ 315,000	\$ 315,000	\$ 1,311,368	
	\$ -	\$ -	\$ -	
CAPITAL EXPENDITURES SCHEDULE:				
561000 - Land	\$ -	\$ -	\$ -	

562000 - Buildings	\$ 92,750	\$ 92,750	\$ -	
PRJ100470 Tourism Office				
563000 - Infrastructure	\$ 645,000	\$ 645,000	\$ 645,000	Facility
PRJ100173 - Fairgrounds Sewer Improvements				
564000 - Capital Outlay - Constitutional Officer	\$ -	\$ -	\$ -	
564100 - M & E - Capitalized	\$ 112,000	\$ 112,000	\$ 207,000	Facilities/Operations
PRJ100534 Regional Park				
PRJ100470 Tourism Office				
564104 - M & E - Capitalized - Firehouse Boat	\$ -	\$ -	\$ -	
564200 - M & E - Non-Capitalized	\$ 117,600	\$ 117,600	\$ 100,000	Facilities
M&E - Capitalized - Non Capitalized FY24-25				
PRJ100534 Regional Park				
PRJ100470 Tourism Office				
566000 - Library Materials	\$ -	\$ -	\$ -	
TOTAL CAPITAL EXPENDITURES	\$ 967,350	\$ 967,350	\$ 952,000	
	\$ -	\$ -	\$ -	

OTHER EXPENDITURES/USES SCHEDULE:

571000 - Principal Payments	\$ -	\$ -	\$ -	
572000 - Interest	\$ -	\$ -	\$ -	
573000 - Other Debt Services Cost	\$ -	\$ -	\$ -	
580100 - Product Development	\$ 320,000	\$ 320,000	\$ 120,000	Product Development
Product Development FY24-25				
PRJ100524 - Monument Signs				
581000 - Aid To Government Agencies	\$ -	\$ -	\$ -	
581100 - Aid To Green Cove Spring	\$ -	\$ -	\$ -	
581500 - Aid To School Board	\$ -	\$ -	\$ -	
582000 - Aid To Private Organizations	\$ -	\$ -	\$ -	
582001 - Aid To Businesses	\$ -	\$ -	\$ -	
582150 - Older American Act	\$ -	\$ -	\$ -	
582300 - Aid To Challenge Enterprises of North Florida	\$ -	\$ -	\$ -	
582400 - Aid To Quigley House	\$ -	\$ -	\$ -	
582550 - Aid To BASCA	\$ -	\$ -	\$ -	
582950 - Aid to Subsidies	\$ -	\$ -	\$ -	
582500 - Aid To Episcopal Day Care	\$ -	\$ -	\$ -	
582700 - Aid To Kids First Of Florida	\$ -	\$ -	\$ -	
582900 - Aid To The Way-Free Clinic	\$ -	\$ -	\$ -	
583000 - Other Aid (Individuals)	\$ -	\$ -	\$ -	
583100 - Qualified Target Industry Grants	\$ -	\$ -	\$ -	
583200 - Economic Development Incentive	\$ -	\$ -	\$ -	
TOTAL OTHER EXPENDITURES/USES	\$ 390,000	\$ 390,000	\$ 120,000	
	\$ -	\$ -	\$ -	
TOTAL ALL EXPENDITURES	\$ 967,350	\$ 967,350	\$ 1,948,088	

Carry Forward Funds: \$ 645,000
\$ 1,303,088

Attachment
“G”
Subcommittee Update

Clay County TDC Event Grant Updates

Aimed to streamline and simplify the process for event organizers to apply for event grants



Tourism Team has been meeting with Legal to align all the updated Guidelines with applications and post-event reports.

Next Steps for Implementing New Grant Guidelines

- Will go before Board of County Commissioners for approval on Sept. 27 or Oct 8
- Two existing Signature Events will have to be discussed for future funding (Sept.)
- New Grant Guidelines Information online - Oct. 10 (if no changes from BCC)
- The first TDC Grants workshop will be Oct. 24 or 29 and will be video recorded
- New Guidelines implemented for events happening - Jan. 1, 2025 and beyond

Attachment
“H”
Bartram Trail Society
Update



**Development of Bartram Trail in Clay County
Including Web, Signage, Brochure, and
Consultation on Bartram Content**

Prepared for:
Kimberly Morgan
Director of Tourism & Film Development, Clay County

Submitted by:
The Bartram Trail Society of Florida

August 8, 2024



Kimberly Morgan
Director of Tourism & Film Development
Clay County Board of County Commissioners

Kimberly -

It was great for the Bartram Trail Society team to meet with you on July 30 and for you to meet with Stephanie Liskey on August 8 to confirm the direction of our scope! We are excited to expand the Bartram Trail's reach into Clay County!

Below is a quote to get a similar "**Bartram National Recreational Trail**" base fleshed out with Clay's content on the BTSF website, a similar map brochure highlighting Clay County's unique contributions to the Bartram legacy, and the design and production of kiosks that match established Bartram Trail sites in Putnam and Volusia counties.

We appreciate Clay's willingness to join as a county and become an active part of consolidating and growing the trail as a renowned historic recreational trail experience!

Sincerely,

Sam Carr,
President, Bartram Trail Society of Florida

Suggested priority of the flow of work:

Key reasoning is that when someone looks at the brochure, hits a QR code, or visits a kiosk – we want the full current content available online. The web holds a fuller view of the story and connects the County to the larger identity of the BTSF recreational trail. This also makes the best use of design time by collecting reviewed base content for the print projects.

Gather information for the website–Nailing down content based on BTSF guidance will serve as a base for review and discussion ahead of the brochure and panels, which will set text “in stone.” Even if we lack all the photos to be added, putting all the text content up will make it a simple way to garner reviews from the Bartram Conference content committee.

BTSF will research Bartram Images pertinent to the County

BTSF will review with the County which images may be relevant and what key images they might procure for the BTSF document library or simply for use in the County’s materials. This will also help consolidate the content pool for the brochure and panels.

Map Development

Meetings about the map content based on the material gathered by the County and BTSF–development of a main graphical overall map and note of any other maps needed for the brochure.

BTSF site marker signs (like the ones in Putnam County)

It's good to get these in the ground on site once the website information is up.

Brochure Design

The County can have a kickoff meeting with the BTSF team about suggested content and start working toward that after we’ve confirmed the map design and have most of the web content up.

Kiosk Designs

Once the brochure is in production (or ready for it), design and produce the 4 large double-sided panels like other BTSF large kiosks and 4 small kiosks (like the Bartram garden panels in Volusia) for site locations.

Kiosk Production

Sending the designs as a group to online production to save cost.



Clay County – Flesh out/Populate Web Section	Cost
<p>This fee covers populating the content related to the remaining seven sites for the County’s section on the BTSF website with content provided through BTSF.</p> <ul style="list-style-type: none"> • BTSF will review/edit content provided by the County • BTSF will suggest if there are Bartram drawings or photos that have not been integrated from known sources • Creation of an online map (BTSF already did this) • Loading/designing of text, quotes, and images for all the Clay County sites • 3 Social Media promotions by BTSF on Facebook for the County’s section of the site (when complete), and promotion of kiosks and brochure when complete 	\$3,000

Small signs development	Cost
<p>Development/production/delivery of small trail signs for each site (8) that will match the ones developed by Bartram Trail in Putnam County.</p> 	\$1,500

Clay County – Map Brochure Design & Production	Cost
<p>Design of a Map brochure of a similar size as the ones from Volusia and Putnam, featuring a Bartram Trail map highlighting the waterway trail and other multiuse trails near the Bartram sites.</p> <p>Each county’s Bartram legacy has a different personality, and we’ll work to find the best way to help visitors explore and enjoy your part of the trail. This cost assumes the County & BTSF will work to gather and confirm all content before the design of the brochure:</p> <ul style="list-style-type: none"> • Map content in a clear form (united drawing of some kind as a reference) to create a designed map • Photos of locations and Bartram drawings (BTSF will provide images they already have use of and permissions for.) 	\$5,000




Clay County – Map Brochure Design & Production	Cost
<ul style="list-style-type: none"> County or Organizational logos besides the BTSF logo (vector is preferred) At least 3 calls or online meetings with the County & BTSF team to review and adjust content Consult about printing options based on price, convenience of reprinting, and quality factors 	
<p>Production of Brochures</p> <p>This is the for print production, tentatively digital production optimized for short runs in the future.</p>	\$5,000

Clay County – Design of 4 Large and 4 Small Kiosks	Cost
<p>4 Large Double-sided Kiosks</p> <p>This task covers the design of four Kiosks in a similar style to the Putnam and Volusia. These kiosks would be slotted with double-sided panels with a viewable area of 36" x 48", with each one featuring a map on one side and different Bartram highlights based on location.</p> <p>Below is a size example with people to give scale, the brown color of the posts, etc. This means the design of 8 panels (\$1,250 each).</p>	\$10,000





Clay County – Design of 4 Large and 4 Small Kiosks	Cost
The content will include material previously developed in the Brochure, plus content provided by the County team (with help and review from BTSF).	
<p data-bbox="203 363 954 394">Design of 4 smaller pedestal kiosk signs (\$500 each)</p> <p data-bbox="203 432 1224 499">These would be the size of the plant descriptions at the Bartram Garden at the Stetson Aquatic Center in Volusia County (12" x18")</p> 	<p data-bbox="1287 363 1393 394">\$2000</p>



Production & Delivery of 4 Large & 4 small Kiosks	Cost
<p data-bbox="203 327 1179 443">The cost for producing, reviewing, proofing, and delivering the panels and hardware for four large BTSF kiosks and four smaller signs kiosks.</p> <ul data-bbox="253 485 1179 716" style="list-style-type: none"><li data-bbox="253 485 1179 548">• The large ones will be will all be 36"x 48" one-sided with NPS Brown matte frames, like previous BTSF kiosks<li data-bbox="253 558 1179 642">• This is the cost if delivered to a warehouse or similar location with the proper offloading equipment, and assuming the County has the personnel to install the panels<li data-bbox="253 653 781 684">• Panels and hardware arrive separately<li data-bbox="253 684 699 716">• The small ones will be 12" x 18"	<p data-bbox="1205 327 1330 359">\$12,000</p>
<p data-bbox="203 800 1097 831">BTSF Content Development & Review for Map & Kiosks</p> <p data-bbox="203 863 740 894">Bartram Trail Society of Florida will:</p> <ul data-bbox="253 926 1154 1167" style="list-style-type: none"><li data-bbox="253 926 1114 957">• Consult on and review the map content for brochure and panels<li data-bbox="253 957 1008 989">• Help to procure new historical and photographic images<li data-bbox="253 989 1049 1020">• Provide input and guidance on the creation of guided tours<li data-bbox="253 1020 1154 1167">• Contribute to the effort to procure rights for pertinent historic Bartram drawings and other materials related to this section of the trail for the BTSF Library when applicable, and will alert the County if the image must be procured for this project only.	<p data-bbox="1205 800 1317 831">\$2,000</p>

*The information provided in this document is confidential,
and not to be shared except with the client.*

Invoice #100 | Aug 8, 2024

Kimberly Morgan
Director of Tourism & Film Development
Clay County Board of County Commissioners

Hello Kimberly –

As discussed, here is an invoice for part one of our scope with the County! Upon receipt, we'll be ready to start working with you on fully populating Clay's presence on the BTSF website.

Best,

Sam Carr

Clay County – Flesh out/Populate County Section on BTSF Website	Cost
<p>This fee covers populating the content related to the remaining seven sites for the County's section on the BTSF website with content provided through BTSF.</p> <ul style="list-style-type: none"> • BTSF will review/edit content provided by the County • BTSF will suggest if there are Bartram drawings or photos that have not been integrated from known sources • Creation of an online map (BTSF already completed this part) • Loading/designing of text, quotes, and image galleries for all the Clay County sites • 3 Social Media promotions by BTSF on Facebook for the County's section of the site (when complete), and promotion of kiosks and brochure when complete 	<p>\$3,000</p>

Please make check out to Bartram Trail Society of Florida and mail to:

Bartram Trail Society of Florida
P.O. Box 1251
Palatka, FL 32178

Contact email: bartramtrailsociety@gmail.com



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: Board of County
Commissioners

DATE: 11/14/2024

FROM: Karen Smith,
Administrative & Contractual
Services

SUBJECT:
Bid Opening Tabulation for November 15, 2024:
A. RFP No. 24/25-001, Tourism Sports Marketing and Sales

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	11/20/2024 - 8:44 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: BCC DATE: 11/14/2024

FROM: Teresa
Capo

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Letter	Backup Material	11/20/2024	Community_Redevelopment_Area_Budget_for_FY_2425ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	11/14/2024 - 12:07 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	11/19/2024 - 8:26 PM	AnswerNotes



City of Green Cove Springs

Phone: (904) 297-7500
Fax: (904) 284-8118
www.greencovesprings.com

321 Walnut Street
Green Cove Springs, FL 32043
Florida Relay – Dial 7-1-1

November 4, 2024

Clay County BOCC
PO Box 1366
Green Cove Springs, FL 32043

Certified Mail: Return Receipt Requested

Re: Community Redevelopment Area Budget for FY 24/25

Dear Chairman Renninger and County Commissioners,

Pursuant to the requirements set forth in the Green Cove Springs / Clay County Interlocal Agreement (2023/24-228) section 4C(1) the Green Cove Springs Community Redevelopment Agency (CRA) shall:

“adopt an annual budget in accordance with the provisions of Section 163.387(6), Florida Statutes and after approval by the Agency and the City submit such to the County.”

The CRA adopted the annual budget at their August 22nd meeting. Subsequent to the CRA’s budget approval, the City Council passed a resolution on the CRA’s budget on September 17, 2024. A copy of the executed CRA Interlocal Agreement and City CRA budget resolution is enclosed.

Please feel free to contact me at (904) 297-7500, ext. 3312, if you have any questions or need further information.

Sincerely,

L. Steve Kennedy
City Manager

cc: Howard Wannamaker, Clay County Manager

RESOLUTION NO. R-27-2024

A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ADOPTING THE BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature duly enacted Chapter 163, Part III, Florida Statutes (the "Community Redevelopment Act") establishing the conditions and procedures for the establishment of community redevelopment areas and agencies; and

WHEREAS, a community redevelopment plan as contemplated by Part III, Chapter 163, Florida Statutes, has been prepared which addresses the redevelopment needs in a certain area of the City; and

WHEREAS, on April 19, 2022, the City adopted Resolution No. R-03-2022 by which the City (1) ascertained, determined and declared a Finding of Necessity as required by law and determined that the Redevelopment Area (as defined therein) constituted a "blighted area" as defined in Section 163.340(8), Florida Statutes; (2) expressed the need for the creation of a community redevelopment agency to carry out the community redevelopment activities contemplated by Chapter 163, Part III, Florida Statutes; and (3) sought approval from Clay County that the Redevelopment Area meets the criteria described in Section 163.340(8) and 163.355, Florida Statutes and requested delegation of authority to create a community redevelopment agency, adopt a community redevelopment plan and establish a redevelopment trust fund; and

WHEREAS, on May 26, 2022, the City submitted the Finding of Necessity to Create a Redevelopment Agency to the County for review and approval and requested delegation of authority as stated therein; and

WHEREAS, on August 9, 2022, the County found and determined that the establishment of a community redevelopment agency and the establishment of the Redevelopment Area would serve a public purpose and would be consistent with the goals, objectives and policies of the Clay County Comprehensive Plan, and would otherwise be consistent with the controlling provisions of State law. Pursuant to Section 163.410, Florida Statutes, the County adopted Resolution No. 2021-2022-56 which delegated to the City the limited power to the create a community redevelopment agency and to prepare and adopt a redevelopment plan to be reviewed and approved by the City and the County; and

WHEREAS, on November 29, 2022, the City Planning and Zoning Commission, as the Local Planning Agency, unanimously approved a redevelopment plan; and

WHEREAS, on December 13, 2022, the City established the Green Cove Springs Community Redevelopment Agency ("Agency") pursuant to Ordinance O-24-2022; and

WHEREAS, on January 12, 2023, the Agency approved a revised redevelopment plan dated January 11, 2023, as described in Exhibit A attached hereto (the “Redevelopment Plan”) and recommended the Redevelopment Plan be approved by the City Council; and

WHEREAS, on April 4, 2023, the City adopted Resolution No. R-03-2023, approving the Redevelopment Plan which inadvertently deleted certain findings of conformance as required by Section 163.360(7), Florida Statutes; and

WHEREAS, on April 4, 2023, the City Council voted to approve an interlocal agreement with Clay County which was subsequently revised substantially; and

WHEREAS, Clay County approved the Redevelopment Plan on April 25, 2023, and an Interlocal Agreement dated January 11, 2023, as described in Exhibit B attached hereto (the “Interlocal Agreement”) by and among the City, County and Agency, pursuant to Resolution 2022/2023-39; and

WHEREAS, the City finds that the rehabilitation, conservation, or redevelopment, or a combination thereof, within the Redevelopment Area as described in the Redevelopment Plan is necessary and in the interest of the public health, safety, morals, or welfare of the residents of the City; and

WHEREAS, the City further finds that the Interlocal Agreement by and among the County, City and Agency furthers the goals and objectives of and is consistent with the Community Redevelopment Act and the Redevelopment Plan; and

WHEREAS, a duly noticed public hearing on this Resolution was held by the Council on May 16, 2023.

WHEREAS, a revised CRA Interlocal Agreement was approved by the Clay County Board of County Commissioners on July 9, 2024, CRA Board on July 11, 2024, and the City Council on July 16, 2024.

WHEREAS, on August 22, 2024, the CRA Board approved a CRA budget for fy 24/25.

WHEREAS, on September 3, 2024, the City Council approved Resolution R-22-2024, regarding a CRA budget for fy 24/25 based on a proposed City millage rate of 5.7 and a County millage rate of 5.5471.

WHEREAS, on September 3, 2024, the City Council approved a millage rate of 5.3 for fy 24/25 on first reading. As a result, the City’s portion of the CRA budget has been revised, necessitating a revised CRA Budget Resolution.

WHEREAS, pursuant to state statute and the CRA Interlocal Agreement the CRA Annual Budget must be approved by the CRA Board, and City Council and

subsequently sent to the Board County Commissioners for approval.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS AS FOLLOWS:

SECTION 1. APPROVAL OF PROPOSED BUDGET. That the budget of the City of Green Cove Springs Community Redevelopment Agency, summarized as to estimates ad valorem revenues and appropriations is set forth herein pursuant to Exhibits A & B is hereby adopted and approved as the final budget for the Community Redevelopment Agency for the fiscal year beginning October 1, 2024;

SECTION 2. EFFECTIVE DATE. This Resolution shall take October 1, 2024.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 3RD DAY OF SEPTEMBER 2024.

CITY OF GREEN COVE SPRINGS, FLORIDA




Steven TC Kelley, Mayor

ATTEST:



Emu West, City Clerk

APPROVED AS TO FORM ONLY:



L. J. Arnold, III, City Attorney

Exhibit A: Green Cove Springs CRA Tax Increment Calculation

Year		2023/Base	2024
Total		0	22,782
CRA Taxable Value		48,715,154	53,419,614
City Increment			22976.35
County Increment			22,781.90
Total Increment Gained		0	45,758.25
City Frozen Revenue		0	0
County Frozen Revenue		0	0

EXHIBIT B: FY 2025 Green Cove Cove Springs CRA Budget

ACCOUNT NUMBER	DESCRIPTION	DEPT HD FY 2025
----------------	-------------	-----------------

PERSONAL SERVICES

107-1515-5001200	DEVELOPMENT SERVICES - SALARIES	
107-1515-5001400	DEVELOPMENT SERVICES - OVERTIME	
107-1515-5002100	DEVELOPMENT SERVICES - FICA	
107-1515-5002200	DEVELOPMENT SERVICES - RETIREMENT	
107-1515-5002300	DEVELOPMENT SERVICES - LIFE/HEALTH INSURANCE	
107-1515-5002400	DEVELOPMENT SERVICES - WORKERS COMPENSATION	
107-1515-5005402	DEVELOPMENT SERVICES - WELLNESS PROGRAM PREMIUM CREDIT	
TOTAL PERSONAL SERVICES		

OPERATING EXPENSES

107-1515-5003100	DEVELOPMENT SERVICES - PROFESSIONAL SERVICES	
107-1515-5003101	DEVELOPMENT SERVICES- MAINT SUPPORT/SOFTWARE	
107-1515-5003114	DEVELOPMENT SERVICES - FAQADE IMPROVEMENT GRANT	20,758.25
107-1515-5004000	DEVELOPMENT SERVICES - TRAVEL & PER DIEM	
107-1515-5004100	DEVELOPMENT SERVICES - COMMUNICATIONS	
107-1515-5004110	DEVELOPMENT SERVICES - POSTAGE/FREIGHT	
107-1515-5004610	DEVELOPMENT SERVICES - EQUIPMENT MAINTENANCE	
107-1515-5004910	DEVELOPMENT SERVICES - ADVERTISING	
107-1515-5005100	DEVELOPMENT SERVICES - OFFICE SUPPLIES	
107-1515-5005200	DEVELOPMENT SERVICES - OPERATING SUPPLIES	
107-1515-5005230	DEVELOPMENT SERVICES - VEHICLE FUEL	
107-1515-5005400	DEVELOPMENT SERVICES - BOOKS, PUB, SUB & MEMBERSHIPS	
107-1515-5005401	DEVELOPMENT SERVICES - WELLNESS MEMBERSHIP	
107-1515-5005403	DEVELOPMENT SERVICES - EAP PROGRAM	

FY 2025 Green Cove Cove Springs CRA Budget

107-1515-5005410	DEVELOPMENT SERVICES - PROFESSIONAL DEVELOPMENT	
107-1515-5005422	DEVELOPMENT SERVICES - ZONING SIGNS (REIMBURSE)	
TOTAL OPERATING EXPENSES		20,758.25

CAPITAL EXPENSES		
107-1515-5006500	DEVELOPMENT SERVICES - CAPITAL OUTLAY	
	9 Historic Hotel Plaques	18,000.00
	Inlet, Trash can, Utility box design materials	7,000
Total Capital Expenses		25,000
TOTAL		45,758.25

**INTERLOCAL AGREEMENT
BETWEEN CLAY COUNTY,
CITY OF GREEN COVE SPRINGS AND
GREEN COVE SPRINGS COMMUNITY REDEVELOPMENT AGENCY**

This Interlocal Agreement (hereinafter “Interlocal Agreement” or “Agreement”) by and between Clay County, a charter county and political subdivision of the State of Florida (hereinafter “County”), the City of Green Cove Springs, a Florida municipality (hereinafter “City”) and the Green Cove Springs Community Redevelopment Agency, a public body corporate created pursuant to Section 163.357, Florida Statutes (hereinafter “Agency”), (County, City and Agency collectively, the “Parties”), is made and entered into and shall be effective as of May 25, 2023.

WHEREAS, on April 19, 2022, the City approved Resolution R-03-2022 finding the existence of blight in an area of the City (the “Redevelopment Area”) based on a study containing evidence, data, analysis and facts dated March, 2022 (“City’s Study”); making certain findings and determinations; and finding a need for creating a Community Redevelopment Agency pursuant to Chapter 163 Part III, Florida Statutes; and

WHEREAS, the Redevelopment Area is generally described as the downtown and US 17 corridor, which is specifically described in the City’s Study; and

WHEREAS, the County, as a charter county, is vested with all of the powers under the Community Redevelopment Act of 1969; and

WHEREAS, Section 163.410, Florida Statutes, authorizes the delegation by the County, in its discretion, to the City the exercise of certain powers related to community redevelopment under Chapter 163, Part III, Florida Statutes, subject to such conditions and limitations as the County may impose; and

WHEREAS, Chapter 163, Florida Statutes, authorizes public agencies to enter into agreements to provide services and to exercise jointly any power, privilege, or authority they share in common and which each might exercise separately; and

WHEREAS, on August 9, 2022, the County approved Resolution 2021/2022 – 56 declaring and finding a need to create a Community Redevelopment Agency for the Redevelopment Area within the City and delegating the exercise of certain limited powers to the City to establish a Community Redevelopment Agency and delegate to the Community Redevelopment Agency to prepare and adopt a plan of redevelopment to be submitted to the City and the County for review and approval; and

WHEREAS, on November 29, 2022, the City Planning and Zoning Commission, as the Local Planning Agency, unanimously approved a Redevelopment Plan (the “Plan”); and

WHEREAS, on December 13, 2022, the City established the Green Cove Springs Community Redevelopment Agency (the “Agency”) pursuant to Ordinance O-24-2022; and

WHEREAS, on January 12, 2023, the Community Redevelopment Agency approved the Plan; and

WHEREAS, the County approved the Plan on April 25, 2023, pursuant to Resolution 2022/2023-39; and

WHEREAS, Section 6 of the County’s Resolution 2021/2022 – 56 provided the County would consider the delegation of additional community redevelopment powers to the Agency by an interlocal agreement; and

WHEREAS, the County approved this Interlocal Agreement on April 25, 2023; and

WHEREAS, on May 16, 2023, the City approved the Plan and this Interlocal Agreement pursuant to Resolution R-06-2023; and

WHEREAS, on June 6, 2023, the City established the Green Cove Springs Redevelopment Trust Fund pursuant to Ordinance O-15-2023; and

WHEREAS, the Agency approved this Interlocal Agreement on May 25, 2023; and

WHEREAS, the City, the County, and the Agency now wish to enter into this Agreement to establish procedures for the governance of the City, County and Community Redevelopment Agency and to further provide for the delegation of authority and powers by the County to the City and the Agency.

NOW THEREFORE, in consideration of the mutual covenants declared herein and other good and valuable consideration each Party agrees as follows:

This Interlocal Agreement is entered into pursuant to Section 163.400, Florida Statutes, and the Florida Interlocal Cooperation Act contained in Sections 163.01, et.al., Florida Statutes.

Section 1. Intent of Parties.

It is the intent of the Parties that provisions in this Agreement which conflict with provisions of the Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes (the "Act"), as amended, shall control. The County, the City and the Agency intend to bind themselves to the terms and obligations of this Agreement.

Section 2. CRA Redevelopment Plan and Base Year.

The Parties agree that:

A. Pursuant to the Act and the terms of this Agreement, the Agency may adopt a Community Redevelopment Plan for a term of 30 years beginning January 2023, and the City and the County shall appropriate funds to a redevelopment trust fund in accordance with the Act and this Agreement through January 1, 2054, each with approval of the City and the County.

- (1) The Agency may amend its plan to extend the term of the Plan only with an affirmative vote of both the City and the County.
- (2) Neither the Agency nor the City may expand the boundaries of the Redevelopment Area without express authorization of the County evidenced by an additional delegating resolution.

B. The “base year” taxable property assessment roll, used for the calculation in Section 163.387(1), Florida Statutes, shall be the values used for taxation in calendar year 2023.

Section 3. County delegation of powers.

A. With the exception of the community redevelopment powers that continue to vest in the County pursuant to Section 163.358 of the Act, the Agency shall have the right and sole responsibility to exercise the following redevelopment powers specifically delegated by the County pursuant to section 163.370 of the Act only within the Redevelopment Area:

- (1) The power to make and execute contracts and other instruments necessary or convenient to the exercise of its powers pursuant to the Act.
- (2) The power to disseminate information regarding slum clearance and community redevelopment.
- (3) The power to undertake and carry out community redevelopment and related activities within the Redevelopment Area, which redevelopment may include:
 - (a) Acquisition of a slum area or a blighted area or portion thereof by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition.

- (b) Demolition and removal of buildings and improvements.
- (c) Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the Redevelopment Area the community redevelopment objectives of the Act in accordance with the Plan.
- (d) The power to dispose of any property acquired in the Redevelopment Area at its fair value as provided in Section 163.380 of the Act, for uses in accordance with the Plan.
- (e) The power to carry out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the Plan.
- (f) The power to acquire real property in the Redevelopment Area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition which, under the Plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property, or otherwise put to use for the public good as set forth in the Plan.
- (g) The power to acquire any other real property in the Redevelopment Area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition, when necessary to eliminate unhealthful, unsanitary or unsafe conditions; eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or

prevent the spread of blight or deterioration or to provide land for needed public facilities.

- G0** The power to acquire, without regard to any requirement that the area be a slum or blighted area, air rights in an area consisting principally of land over highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.
- (i) The power to construct the foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.
- (4) The power to provide, or to arrange or contract for, the furnishing or repair by any qualified, licensed person or agency, public or private, of services, privileges, works, streets, roads, bridges, public utilities, or other facilities for, or in connection with, the Plan; to install, construct, and reconstruct streets, bridges, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems necessary and appropriate, which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out the Plan and related activities, and to include in any contract authorized by the Agency in connection with such redevelopment and related activities, provisions to fulfill such of the conditions as it deems reasonable and appropriate.

- (5) The power to enter into any building or property in the Redevelopment Area in order to make inspections, surveys, appraisals, soundings, test borings, or contamination tests, with the permission of the owner(s) and to request an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.
- (6) The power to acquire by purchase, lease, option, gift, grant, bequest, devise or otherwise any real property within the Redevelopment Area (or personal property for its administrative purposes), together with any improvements thereon.
- (7) The power to hold, improve, clear or prepare for redevelopment any property within the Redevelopment Area acquired by the Agency.
- (8) The power to mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property acquired by the Agency within the Redevelopment Area.
- (9) The power to insure or provide for the insurance of any real or personal property acquired by the Agency within the Redevelopment Area or operations of the Agency against any risks or hazards, including the power to pay premiums on any such insurance.
- (10) The power to enter into any contracts necessary to effectuate the purposes of the Act.
- (11) The power to solicit requests for proposals for redevelopment of parcels of real property within the Redevelopment Area contemplated by the Plan to be acquired for redevelopment purposes by the Agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to

private persons or entities pursuant to Section 163.380 of the Act, prior to acquisition of such real property by the Agency.

- (12) The power to invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to Section 163.385 of the Act, at redemption price established therein or to purchase such bonds at less than the redemption price, all such bonds so redeemed or purchased to be canceled.
- (13) Subject to prior approval of both the City and the County, which approval or disapproval shall be in the sole and absolute discretion of the City and the County, the power to borrow money and to apply for and accept advances, loans, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes of the Act, and as a condition of the award of such loan or contribution, to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed pursuant to federal laws as the Agency deems reasonable and appropriate which are not inconsistent with the purposes of the Act.
- (14) The power to make or have made all surveys and plans necessary to the carrying out of the purposes of the Act; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:

- (a) Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements.
 - (b) Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.
 - (c) Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.
- (15) The power to develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.
- (16) The power to apply for, accept, and utilize grants of funds from the Federal Government for such purposes.
- (17) The power to prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from the Redevelopment Area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.
- (18) The power to appropriate such funds and make such expenditures as are necessary to carry out the purposes of the Act; to make a request to the City or the County to rezone any part of the Redevelopment Area or make exceptions from, or revisions to, building regulations; and to enter into

agreements with a housing authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by such county or municipality pursuant to any of the powers granted by the Act.

- (19) The power to make a request to the appropriate authority to close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the City or the County located within the Redevelopment Area.
- (20) The power to provide funding to support the development and implementation of community policing innovations, subject to any budgetary limitations set forth in this Agreement.
- (21) The right to exercise any other power that the Florida Legislature grants to community redevelopment agencies after the date of this Agreement, subject to approval of the exercise of such power by the City, and if approved by the City, subsequent approval by the County.
- (22) The Agency shall have the power and obligation to procure all commodities and services under the same purchasing processes and requirements that apply to the City.
- (23) Nothing in this Agreement is intended to prohibit the County and the City from exercising their sovereign powers as prescribed by law.

B. The following powers may not be paid for or financed by increment revenues:

- (1) Construction or expansion of administrative building for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.

- (2) Installation, construction, reconstruction, repair or alteration of any publicly owned capital improvements or projects, if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within three years of the approval of the Plan by the County pursuant to a previously approved public capital improvement or project schedule or plan of the County as the governing body which approved the Plan, or schedule or plan of the City, unless and until such projects or improvements have been removed from such schedule or plan of the County or the City and three years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment Trust Fund.
- (3) General government operating expenses unrelated to the planning and carrying out of the Plan.

Section 4. Agency, City and County Obligations.

- A. Community Redevelopment Trust Fund
 - (1) The City shall establish by ordinance and administer the redevelopment trust fund (the "Trust Fund") in accordance with the provisions of Section 163.387, Florida Statutes.
 - (2) The City and the County shall comply with all of the provisions of the Act and this Agreement to fund the Trust Fund.
 - (3) The Parties shall comply with all provisions of the Act and this Agreement regarding the Trust Fund.

B. Implementation of the Plan

- (i) The County has delegated to the Agency all the powers for redevelopment set forth above in Section 3 with respect to the Redevelopment Area and only with respect to the Plan as approved by the County, together with any amendments to the Plan, provided that such are approved by the County.
- (2) The Plan and all amendments to the Plan shall meet all the requirements of the applicable statutes, including the requirement that the Plan contain a detailed statement of the projected costs of redevelopment, “including the amounts to be expended on publicly funded capital projects in the redevelopment area and any indebtedness of the community redevelopment agency... if such indebtedness is to be repaid with increment revenues.” *See* Sec. 163.362(9), Fla. Stat.
- (3) For purposes of this Agreement, tax increment funds are such funds or revenues as defined by Section 163.387(1)(a) of the Act and further defined for the County as solely the Ad Valorem Taxes- County Wide Services levied on taxable real property contained within the Redevelopment Area and shall not include the Ad Valorem Taxes – Fire Control MSTU-9 levied therein, nor any other ad valorem taxes that may be levied now or in the future in the Redevelopment Area.
- (4) Beginning in October, 2024 but no later than January 1, 2025, and annually thereafter through and including October, 2053, the City shall appropriate and deposit ninety-five percent (95%) of an amount based on the calculation of increment using the City’s millage in the applicable year into the Trust Fund in accordance with the Act.
- (5) Beginning in October, 2024 but no later than January 1, 2025, and annually thereafter as described in this subsection (5), the County shall appropriate and deposit ninety percent (90%) of the tax increment funds as defined above and derived from the Redevelopment Area in the applicable year into the Trust Fund

for years one through twenty (through and including October, 2043). For years twenty-one through thirty (October, 2044 through and including October, 2053), the County shall appropriate and deposit eighty percent (80%) of the tax increment funds as defined above and derived from the Redevelopment Area in the applicable year into the Trust Fund.

- (6) The monies in the Trust Fund shall be used to fund the Agency projects identified in the Plan. The Agency shall not substantially deviate from the projects set forth in the Plan without a plan amendment approved by both the City and the County.
- (7) The Agency shall review the Plan annually and update it at least every five years.
- (8) Redevelopment activities and projects in the Plan shall be designed to mitigate the slum/blighted conditions of the Redevelopment Area in accordance with the provisions of the Act.
- (9) Subject to the provisions of Section 3.A. (13) hereof, the Agency may issue bonds and execute notes, and enter into other forms of debt or leveraging, as well as collateral documents, to finance capital improvements deemed necessary by the Agency for redevelopment purposes in accordance with the powers delegated in Section 3 hereof; provided, however, all such forms of indebtedness shall be paid in full no later than the sunset date, January 1, 2054, unless agreed to otherwise in writing by the Parties.

C. Budget

- (1) The Agency shall adopt an annual budget in accordance with the provisions of Section 163.387(6), Florida Statutes and after approval by the Agency and the City submit such to the County.
- (2) Each annual budget shall include a section outlining the accomplishments of the

prior fiscal year.

- (3) Any amendments to the adopted annual budget shall be submitted to the County in accordance with the provisions of Section 163.387(6), Florida Statutes.

D. The Agency shall abide by all provisions of this Agreement, any implementing regulations, and to the extent not inconsistent, the Act.

E. The composition of the Agency shall at all times consist of two (2) members appointed by the City, two (2) members appointed by the County and one (1) at-large member appointed by the other four (4) members.

F. Sunset

Unless extended by approval of the Parties pursuant to an amendment to this Interlocal Agreement, the sunset date for the Agency, the Area and the Plan shall be January 1, 2054. In addition, unless the Parties agree in writing to a different timeframe, beginning in October, 2052, the Agency, the City and the County will negotiate an interlocal agreement to account for the sunset of the Agency, Area and Plan. Such agreement shall include but not be limited to the methodology for disbursement of Trust Fund revenues remaining in the Trust Fund on the sunset date to the taxing authorities (County and City), the disposition of real and personal property purchased with the Agency funds, and any other issues associated with the dissolution of the Agency. Further, unless otherwise agreed to by the Parties in writing, beginning on October 1, 2052, the Agency will not fund any new projects, grants, initiatives, or other plans in order to complete all previously funded projects, grants, initiatives or other plans, in order to provide for the proper closeout of the Agency by the sunset date.

Section 5. Entire Agreement.

This Agreement constitutes the entire agreement, including all attachments, and supersedes all prior written or oral agreements, understandings, or representations.

Section 6. Default and Termination.

This Agreement shall be effective on the effective date above and remain in effect until the sunset of the Agency, unless terminated earlier as follows:

A. If any Party fails to fulfill its obligations under this Agreement in a timely and satisfactory manner, or if any Party breaches any of the provisions, covenants or stipulations under this Agreement, a Party may give a written notice to all Parties stating the failure or breach and provide a reasonable time period for correction of same. In the event the correction is not made in the allotted time, the representatives of the Parties shall meet to resolve the dispute.

B. If the representatives are unable to resolve the dispute, the Parties shall agree to mediate any dispute according to the provisions of Chapter 164, Florida Statutes. If mediation is unsuccessful, a non-breaching party may terminate this Agreement upon affirmative vote of the respective governing body for a material breach. The termination would then be effective at the time the next payment to the Trust Fund by the non-breaching party is due provided however there are no outstanding bonds or other forms of Agency indebtedness. If at the time of termination, the Agency has outstanding bonds or other forms of indebtedness, termination shall be subject to the provisions of Florida Statutes Section 163.3755.

C. If any unallocated funds remain in the Trust Fund at the termination of the Agency, the funds shall be divided proportionally based on the percentage of contribution between the County and the City.

Section 7. Indemnification.

Each Party hereby assumes responsibility for, and hereby agrees to indemnify and hold the other Parties harmless from any and all liability, claims or damages imposed on another Party up to the monetary limits provided in Sec. 768.28, Fla. Stat., arising out of or in connection with the negligent acts, omissions or misconduct of a Party, and its agents and employees relating to the responsibilities of the Parties under this Agreement.

Section 8. Liability.

Each Party shall be solely responsible for the negligent acts or omissions of its employees, ang agents which in any way relate to or arise out of this Agreement. Nothing contained herein shall be construed as consent to be used by third parties in any matter arising out of this Agreement or constitute a waiver by any Party of its sovereign immunity or provisions of Sec. 768.28, Fla. Stat. This Agreement does not create any relationship with, or any rights in favor of any third party.

Section 9. Filing of Agreement.

The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in the Official Records of Clay County, as required by Sec. 163.01(11), Fla. Stat.

Section 10. Project Records.

Each Party shall meet the requirements of Chapter 119, Fla. Stat., for retaining public records and transfer, at no cost, to any other requesting Party, copies of all public records regarding the subject of this Agreement which are in the possession of the Party. All records stored electronically shall be provided to the requesting Party in a format that is compatible with the information technology systems of the requesting Party.

Section 11. Applicable Law.

The laws of the State of Florida shall govern this Agreement, and the venue is Clay County, Florida, for any legal actions arising hereunder. In the event of any legal actions or litigation arising hereunder, the prevailing party shall be entitled to its attorneys' fees and costs from trial through any appellate action subject to and without waiving the monetary limits provided in Sec. 768.28, Fla. Stat.

Section 12. Notices.

Except as otherwise provided herein, any notice, acceptance, request or approval from any Party to any other Party shall be in writing and sent by certified mail, return receipt requested, to all Parties and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. For the purposes of this Agreement, the Parties' representatives are:

COUNTY

County Manager
Clay County, Florida
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

With a copy to:
County Attorney
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

CITY

City Manager
321 Walnut Street
Green Cove Springs, FL 32043

With a copy to:
City Attorney
321 Walnut Street
Green Cove Springs, FL 32043

With a copy to:
Development Services Director
321 Walnut Street
Green Cove Springs, FL 32043

AGENCY
Chair, Green Cove Springs Community Redevelopment Agency
321 Walnut Street
Green Cove Springs, FL 32043

Section 13. Non-Waiver.

Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

Section 14. Amendment.

The Parties may amend this Agreement only by a mutual written agreement.

Section 15. Severability.

If any provision of this Agreement shall be declared illegal, void, or unenforceable, this Agreement shall be deemed void and of no further effect. The provisions of this Agreement are not severable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year as shown below.

Clay County, Florida

By: *Jim Renninger*
Jim Renninger, Chair
Board of County Commissioners

Date: 7/9/2024



Tara S. Green

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

Green Cove Springs Community
Redevelopment Agency

By: *Van Royal*
Van Royal, Chair

Date: 7/23/24

City of Green Cove Springs

By: *Steven Kelley*
Steven Kelley
Mayor

Date: 7/16/24

Erin West
Erin West, City Clerk
Green Cove Springs

Date: 7/16/24

Approved as to form:
Jim Arnold

Jim Arnold, City Attorney

Date: 7/16/24


2023-2024-228 Interlocal Agreement 4-25-23 Board Approved Updated 6.28.24 for execution BCC#17

Final Audit Report

2024-07-15


Created:	2024-07-11
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA04j1BAKaYRqsfjRmTeb2U8sh9VMP4t96


"2023-2024-228 Interlocal Agreement 4-25-23 Board Approved Updated 6.28.24 for execution BCC#17" History


 Document created by Lisa Osha (Lisa.Osha@claycountygov.com)
2024-07-11 - 8:02:43 PM GMT


 Document emailed to clayesign@claycountygov.com for signature
2024-07-11 - 8:03:49 PM GMT


 Email viewed by clayesign@claycountygov.com
2024-07-15 - 0:50:33 AM GMT


 Signer clayesign@claycountygov.com entered name at signing as Jim Renninger
2024-07-15 - 0:51:13 AM GMT

 Document e-signed by Jim Renninger (clayesign@claycountygov.com)
Signature Date: 2024-07-15 - 0:51:15 AM GMT - Time Source: server

 Document emailed to bccdocs@clayclerk.com for signature
2024-07-15 - 0:51:16 AM GMT

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2024-07-15 - 7:59:56 PM GMT

 Signer bccdocs@clayclerk.com entered name at signing as Tara S Green
2024-07-15 - 8:01:32 PM GMT

 Document e-signed by Tara S Green (bccdocs@clayclerk.com)
Signature Date: 2024-07-15 - 8:01:34 PM GMT - Time Source: server



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Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Budget for KH CRA	Cover Memo	11/20/2024	CityofKeystoneRedevelopmentFundada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	11/20/2024 - 8:44 AM	Item Pushed to Agenda

**City of Keystone Heights Community Redevelopment Fund
FY 23 - 24 Actual vs Budget**

	Final FY 2023/2024	Actual FY 2023/2024
Ordinary Income/Expense		
Income		
City Increment Revenue at 95%	49,785.39	106,623.00
Direct Public Support		
County Funding	105,000.00	121,277.57
Total Direct Public Support	154,785.39	227,900.57
Other Types of Income		
Carry forward	290,000.00	290,000.00
Interest Revenue	50.00	50.00
Total Other Types of Income	290,050.00	290,050.00
Total Income	154,785.39	227,900.57
Gross Profit	444,835.39	517,950.57
Expense		
Business Expenses		
Advertising fees	10,000.00	0.00
Insurance - Liability, D and O	5,400.00	0.00
Membership Dues	1,500.00	175.00
Postage, Mailing Service	50.00	50.00
Printing and Copying	50.00	50.00
Supplies	50.00	50.00
Total Business Expenses	17,050.00	325.00
Contract Services		
Staff Services- GF	10,000.00	0.00
Audit/Accounting Fees	11,500.00	10,350.00
Clay County EDC	5,000.00	0.00
Legal Fees	5,000.00	0.00
Total Contract Services	21,500.00	10,350.00
Event Security		
Events & Festivals		
5K Run July 4th	1,800.00	0.00
Events and Other	29,224.00	9,968.00
July Fourth Fireworks Event	7,500.00	7,500.00
Kiwanis Parade	1,800.00	0.00
Outside Event Security Reimburs	4,000.00	5,373.00
Seasonal Decorations	15,500.00	0.00
Total Events & Festivals	59,824.00	22,841.00
Grant Contribution Expenses		
Other Types of Expenses		
CIP expenses		
Moon Tree	1,000.00	0.00
Benches/Trash Cans	10,000.00	0.00
Grant Contribution Expenses C/F U	15,000.00	0.00
Pavilion Outfitting&Furnishings	0.00	0.00
Rails to Trails	500.00	0.00
Streetscape Improvement C/F	75,000.00	0.00
Streetscape Improvement Continu	244,961.39	0.00
Total CIP expenses	346,461.39	0.00
Total Other Types of Expenses	346,461.39	0.00
Total Expense	444,835.39	33,516.00

**City of Keystone Heights Community Redevelopment Fund
FY 24-25 Proposed Budget**

Proposed FY 2024/2025

Ordinary Income/Expense	
Income	
City Increment Revenue at 95%	107,915.00
Direct Public Support	
County Funding	121,277.00
Total Direct Public Support	<u>229,192.00</u>
Other Types of Income	
Carry forward	230,000.00
Interest Revenue	5,000.00
Total Other Types of Income	<u>235,000.00</u>
Total Income	<u>229,192.00</u>
Gross Profit	<u>464,192.00</u>
Expense	
Business Expenses	
Advertising fees	10,000.00
Insurance - Liability, D and O	5,400.00
Membership Dues	1,500.00
Postage, Mailing Service	50.00
Printing and Copying	50.00
Supplies	50.00
Total Business Expenses	<u>17,050.00</u>
Contract Services	
Staff Services- GF	10,000.00
Audit/Accounting Fees	11,500.00
Clay County EDC	5,000.00
Legal Fees	5,000.00
Total Contract Services	<u>21,500.00</u>
Event Security	
Events & Festivals	
5K Run July 4th	1,800.00
Events and Other	29,224.00
July Fourth Fireworks Event	15,000.00
Kiwanis Parade	1,800.00
Outside Event Security Reimburs	4,000.00
Seasonal Decorations	15,500.00
Total Events & Festivals	<u>67,324.00</u>
Grant Contribution Expenses	
Other Types of Expenses	
CIP expenses	
Moon Tree	1,000.00

**City of Keystone Heights Community Redevelopment Fund
FY 24-25 Proposed Budget**

Proposed FY 2024/2025

Benches/Trash Cans	10,000.00
Grant Contribution Expenses C/F Unfinish	15,000.00
Pavilion Outfitting&Furnishings	0.00
Rails to Trails	500.00
Streetscape Improvement C/F	42,633.00
Streetscape Improvement Continued	85,266.00
Total CIP expenses	<u>154,399.00</u>
Total Other Types of Expenses	<u>154,399.00</u>
Total Expense	<u><u>260,273.00</u></u>



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, November 26 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	11/20/2024 - 8:45 AM	Item Pushed to Agenda