



**BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA**

April 9, 2024
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Burke

PLEDGE

George Cater, Master Sergeant, U.S. Marine Corps, Retired

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

PROCLAMATIONS/RESOLUTIONS

1. National Public Safety Telecommunicators Week (April 14-20, 2024)
2. Parkinson's Awareness Month – (April 2024)

DECLARATIONS

3. National Work Zone Safety Awareness Week (April 15-19, 2024)

PRESENTATIONS

ULI TAPs - Blanding Corridor (G. Gunn)
SBDC - Clay County Overview (G. Gunn)

CONSTITUTIONAL OFFICERS

APPROVAL OF MINUTES

4. Board of County Commissioners Meeting Minutes March 26, 2024.

PUBLIC COMMENTS

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. Approval of School Concurrency Proportionate Share Mitigation Agreement between Clay County District Schools, Forestar (SA) Real Estate Group, Inc., and Clay County for Baxley Villas (C. Grimm)
7. First Amendment to Agreement No. 2022/2023-93 for General Engineering Consulting Services for the Design of Radar Road Improvements (R. Smith/T. Abernathy)

Approval of the First Amendment to Agreement No. 2022/2023-93 with England-Thims & Miller, Inc. for General Engineering Consulting Services for the Design of Radar Road Improvements from SR-17 to Town Center Blvd for Phase 2 of the Project in the amount of \$676,585.77. The project schedule is outlined in the Agreement.

Funding Source:

Impact Fee District 3 Fund - Radar Road US17 to Town Center Boulevard - Infrastructure

8. Approval of Emergency Access Easement Agreement by Brannan Field Properties, Inc., in favor of Clay County and joined in by Brannan Field Park Master Association, Inc., for the Westfield Park Project (C. Grimm)
9. Agreement for General Engineering Consulting Services for Planning and Designing of Indigo Branch Channel Erosion Control Measures (K. Smith)

Approval of Agreement with Matthews DCCM for Professional Engineering Services to design channel erosion control measures for Indigo Branch in the amount of \$141,100.00. The Completion Date for Phase 1 is June 30, 2024.

Funding Source:

Capital Improvement Plan (CIP) Projects Fund - All Grant Organization - FEMA Hazard Mitigation Indigo Branch Drainage Design - Infrastructure

10. First Modification to Subgrant Agreement No. 2022/2023-88 with State of Florida, Division of Emergency Management Re: Fire Hazmat Sustainment FY22 (M. Covey)

Approval of the First Modification to Subgrant Agreement No. 2022/2023-88 with State of Florida, Division of Emergency Management (R0607) Re: Fire Hazmat Sustainment FY22, reinstating and extending

the agreement through September 30, 2024. All other terms and conditions, including the award amount (\$99,050.00) remain the same.

Funding Source (Revenue):

General Fund - All Grants Organization - Homeland Security Grant Program FY22 (HSGP) Hazmat - FY22 HSGP Hazmat Grant - Clay County Hazmat Grant

Fire Control MSTU Fund - All Grants Organization - Homeland Security Grant Program FY22 (HSGP) Hazmat - FY22 HSGP Hazmat Grant - Clay County Hazmat Grant

11. Second Amendment to Grant Agreement No. 2021/2022-208 with the State of Florida Department of Environmental Protection, Number 22PLN05, Re: Clay County Flooding Vulnerability Assessment (M. Covey)

Approval of Second Amendment to Grant Agreement No.: 2021/2022-208 with the State of Florida Department of Environmental Protection (Number 22PLN05) regarding the Clay County Flooding Vulnerability Assessment to extend the expiration date to December 30, 2024 and update certain DEP attachments to the Grant Agreement. There is no change in the funding.

Funding Source:

General Fund - All Grants Organization - Resilient Florida Grant - Clay County Flooding Vulnerability Assessment

12. Resolution 89-21R(F) - Planning Districts Map update (D. Selig)
A Resolution amending the Planning District map in order to revise three Planning District names.
13. Subordination of Utility Interests Agreement between Clay County and Clay County Utility Authority (CR315 and Cathedral Oak Parkway Utility Conflicts) (C. Grimm)
14. Agreement with ImageTrend for Elite Rescue and Billing Bridge Software (D. Sileo/D. Motes)
A) Approval of Agreement with ImageTrend in the amount of \$216,931.20. for a 12-month term with the option to renew for four (4) additional one-year terms unless terminated prior to the anniversary date. The initial term of the agreement includes software, implementation, training, and subscription/support fees. ImageTrend will be utilized for public safety data tracking.

B) Approval of Sole Source Purchase

C) Approval of Advanced Payment for year (1) one subscription and support fees in the amount of \$148,666.20 and all annual subscription/support fees.

Funding Source:

FD1000-CC1169-554200

FD1030-CC1154-554200

FD1000-CC1169-531000

FD1030-CC1154-531000

FD1000-CC1106-554200

FD1000-CC1106-531000

DISCUSSION/UPDATES

15. Progress Report on the Bonded Transportation Program (E. Dendor)
16. Discussion related to Challenger Center Development Municipal Service Taxing Unit and repayment of capital costs attributable to the MSTU Road Project (C. Grimm)

NEW BUSINESS

17. Resolution Amending the Non-CIE Portion of the Clay County Capital Improvement Plan (R. Kantor)
Approval of Resolution amending the Non-Capital Improvement Element (Non-CIE) portion of the Clay County Capital Improvement Plan.
Various Funding Sources
18. Construction Management at Risk (CMAR) Construction Agreement with Ajax Building Company, LLC Re: Fire Station 20 (G. Price)
Approval of the Phase 2 Construction Agreement with Ajax Building Company, LLC for the Construction of Fire Station 20 at the guaranteed maximum price (GMP) of \$11,648,151.00 with a substantial completion date of May 30, 2025. Final completion to be achieved no later than 30 days of the County's approval of the punch list.
Funding Sources:
American Rescue Plan Fund - Station 20 Green Cove Springs - Buildings
Impact Fee-Fire and Rescue Facilities Fund - Station 20 Green Cove Springs - Buildings
Capital Improvement Plan Fund - Station 20 Green Cove Springs - Buildings
19. Bid No. 23/24-039 Walter Odum Drainage Project (ARPA) (K. Smith)
Approval to post Notice of Intent to Award Bid No. 23/24-039, Walter Odum Drainage Project (ARPA) to Besch and Smith Civil Group Inc. in the amount of \$1,353,910.65. Approval will be effective after the 72-hour

protest period has expired. All work is to be completed by September 30, 2024.

Funding Source:

American Rescue Plan Fund-All Grants Organization-Infrastructure-Parks - Walter Odum Park - Drainage Improvements-GR010019
Coronavirus Local Fiscal Recovery Fund (American Rescue Plan)
Award

20. Bid No. 23/24-008 Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA) (K. Smith)

Approval to post Notice of Intent to Award Bid No. 23/34-008, Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA) to Brothers Marine Construction, Inc. in the amount of \$577,334.72. This includes the award of installing a Bulkhead (Alternate Options 2 and 3) and the Dock Repair (Alternate Option 4). Approval will be effective after the 72-hour protest period has expired. Final completion shall be obtained within 165 days from the effective date of the Agreement.

Funding Source:

American Rescue Plan Fund - All Grants Organization - Infrastructure
- Parks - Ronnie Van Zant - Dock Replacement & Erosion
Control/Stabilization -Coronavirus Local Fiscal Recovery Fund
(American Rescue Plan) Award

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

21. Final Public Hearing to consider transmittal of COMP 24-0005 (B. Carson)

This is a Text Amendment to add policies to the Capital Improvements Element and Community Facilities Element of the 2040 Comprehensive Plan in response to HB 1379. The policies would include a list of Clay County Utility Authority (CCUA) projects in the Basin Management Action Plan (BMAP) Area and provide for an assessment of the feasibility of CCUA providing sanitary sewer.

22. Public Hearing for the purpose of considering the entry into a Purchase and Sale Agreement for the purchase by the County of real property necessary for the Bonded Transportation Program, more particularly described as all of Tax Parcel No. 46-05-26-010222-001-00 and a portion of Tax Parcel No. 46-05-26-010228-000-00, and authorization for County Manager to execute all documents necessary to close the acquisition (C. Grimm/E. Dendor)

LETTERS FOR ACTION

23. Letter to Governor DeSantis in support of SB 770 (C. Grimm)

LETTERS OF DOCUMENTATION

24. Bid Opening Tabulation (K. Smith)

Bid Opening Tabulation for March 26, 2024:

A. Bid No. 23/24-011, CR 220 from West of Lakeshore Drive West to
East of Old Hard Road

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, April 9 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	12/12/2023 - 8:59 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Community Services	Abetew, Baemnet	Approved	3/6/2024 - 10:21 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ National Public Safety Telecommunicators Week Proclamation	Cover Memo	4/1/2024	2024_Public_Safety_Telecommunicators_Week.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	4/1/2024 - 4:18 PM	Item Pushed to Agenda

WHEREAS, the U.S. Congress and the President of the United States have established the second week of April as National Public Safety Telecommunicators Week; and

WHEREAS, thousands of dedicated telecommunicators serve the citizens of the United States daily by answering their calls for police, fire, and emergency medical services, and by dispatching the appropriate assistance as quickly as possible; and

WHEREAS, professional telecommunicators are critical to our county’s emergency response and homeland security services, dispatching emergency responders 24 hours a day, seven days a week; and

WHEREAS, professional telecommunicators are not visible as the men and women who arrive on the scene of emergencies, but provide the vital link to public safety services as part of the first responder team; and

WHEREAS, professional telecommunicators in the 911 centers of the Clay County Sheriff’s Office, Clay County Fire Rescue, Green Cove Springs Police Department, and the Orange Park Police Department provide crucial first contact with those in need of emergency assistance; and

WHEREAS, in 2023, the four 911 dispatch centers in Clay County answered more than 310,000 calls for service, with over 101,000 of those calls being for 911 emergencies.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim April 14- 20, 2024, as

PUBLIC SAFETY TELECOMMUNICATORS WEEK IN CLAY COUNTY

and in so doing, commends the incredible service our public safety telecommunicators provide every day to keep our communities safe and deliver aid and comfort when our residents need it the most.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida this 9th day of April 2024.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

Tara S. Green
Clerk of Court & Comptroller
Ex Officio Clerk of the Board

Jim Renninger, Chairman

Mike Cella, Vice Chairman

Alexandra Compere

Betsy Condon

Kristen Burke, DC



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
▣	Parkinson's Awareness Month Proclamation	Cover Memo	4/1/2024	2024_Parkinsons_Awareness_Month.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	4/1/2024 - 4:18 PM	Item Pushed to Agenda

WHEREAS, Parkinson’s disease is a neurological degenerative disorder that affects 10 million people worldwide with 90,000 people being diagnosed in the U.S. each year; and

WHEREAS, Parkinson’s disease motor and non-motor symptoms develop slowly over years with the progression of the disease differing from one person to another; and

WHEREAS, while the cause of Parkinson’s disease remains largely unknown, scientists believe that it is caused by a combination of genetic and environmental factors; and

WHEREAS, although there is no cure, treatment options vary, including medications, lifestyle adjustments, and surgery. While Parkinson’s itself is not fatal, disease complications can be serious. The Centers for Disease Control and Prevention rated complications from PD as the 14th cause of death in the U.S.; and

WHEREAS, patients diagnosed with Parkinson’s disease can still have a good quality of life by working with their doctor, following recommended therapies, and with support from local organizations; and

WHEREAS, Clay County has a strong Parkinson’s support community and the Parkinson’s Support Group of Orange Park, Florida, offers patient and caregiver monthly support meetings, exercise classes, and guest speakers covering an array of topics including nutrition, medications, exercise, and rehabilitation.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim April 2024, as

PARKINSON’S AWARENESS MONTH IN CLAY COUNTY

to raise awareness about Parkinson’s disease and its symptoms, and to show support for those affected.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida this day 9th of April 2024.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

Tara S. Green
Clerk of Court & Comptroller
Ex Officio Clerk of the Board

Jim Renninger, Chairman

Mike Cella, Vice Chairman

Alexandra Compere

Betsy Condon

Kristen Burke, DC



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: DATE:

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SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ National Work Zone Safety Awareness Week Declaration	Cover Memo	4/1/2024	2024_Work_Zone_Safety_Awareness_Week.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	4/1/2024 - 4:18 PM	Item Pushed to Agenda



DECLARATION

OF THE
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA
FOR

WORK ZONE SAFETY AWARENESS WEEK

WHEREAS, National Work Zone Safety Awareness Week is an annual spring campaign that takes place across the United States in partnership with state departments of transportation, national road safety organizations, government agencies, private companies, and individuals; and

WHEREAS, National Work Safety Zone Awareness Week is held at the start of the spring construction season to encourage safe driving through highway work zones, with the key message for drivers to use extra caution in work zones to decrease fatalities and injuries; and

WHEREAS, this April marks the 25th national recognition of Work Zone Safety Awareness Week with the theme "Work Zones are temporary. Actions behind the wheel can last forever;" and

WHEREAS, the Clay County Board of County Commissioners wishes to raise awareness about driving safely in work zones by encouraging motorists to focus on the road, slow down, and not become distracted behind the wheel.

The Board of County Commissioners, Clay County, Florida, does hereby declare April 15-19, 2024, as

WORK ZONE SAFETY AWARENESS WEEK IN CLAY COUNTY

and in so doing, encourages everyone to do their part in keeping our roadways safe for motorists and workers in construction zones.



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BCC	Streeper, Lisa	Approved	4/1/2024 - 4:18 PM	Item Pushed to Agenda



Agenda Item
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Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/1/2024 - 4:19 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

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ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Meeting Minutes and Attachments March 26, 2024	Backup Material	4/2/2024	Board_of_County_Commissioners_Meeting_Minutes_and_Attachments_March_26__2024ada-2.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/1/2024 - 4:19 PM	Item Pushed to Agenda



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

March 26, 2024
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Alexandra Compere, District 2, gave the Invocation.

PLEDGE

Retired U.S. Navy Senior Chief Petty Officer Paulo Osorio led the Pledge of Allegiance.

Vice-Chairman Mike Cella said Senior Chief Petty Officer Paulo Osorio served our country for more than 23 years in the United States Navy before retiring in April 2021. He was an Aircrew Survival Equipmentman stationed at Jacksonville, Florida – Norfolk, Virginia - Patuxent River, Maryland and Pensacola, Florida. Senior Chief Petty Officer Osorio received multiple awards during his service, including two Navy Commendation Medals - six Navy and Marine Corps Achievement Medals and a Meritorious Unit Commendation. His favorite military memory was visiting Iwo Jima, walking its sands, and leaving his anchor on the memorial at the top. Senior Chief Osorio joined the US Civil Air Patrol and JROTC when he was younger to honor his uncle, who served in the Colombian Army. Later, he joined the US Navy because he wanted to protect the nation that gave his family such great opportunities. Senior Chief Osorio serves as a Veterans Service Officer with the Clay County Veterans Services Office.

Senior Chief Osorio thanked the Board for the invitation to lead the Pledge of Allegiance and spoke about his military career and how proud he is to live in Clay County.

CALL TO ORDER

Vice-Chairman Mike Cella called the meeting to order at 4:05 pm.

ROLL CALL

Present: 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: Commissioner District 3 James Renninger, Chairman
County Manager Howard Wanamaker
Staff Present: Deputy County Manager/Fire Chief Lorin Mock
County Attorney Courtney K. Grimm
Commission Auditor Heather Boucher

Vice-Chairman Mike Cella recognized District Director Brian Campbell from Congressman Aaron Bean's office and thanked him for his attendance.

PET ADOPTIONS

Teresa Capo, Executive Assistant, presented a PowerPoint presentation of pets available for adoption - Hunter (dog) - Kyra (dog) - Sammy (cat) - Agnes (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. They are still in need of foster parents for dogs, cats, and kittens. 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. (Amazon.com). We always need items for our foster kittens and shelter animals. See Attachment A.

PROCLAMATIONS/RESOLUTIONS

1. American Red Cross Month (March 2024)

American Red Cross Proclamation can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCCAgenda/March 26, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCCAgenda/March%2026,%202024), beginning at 8:17 and ending at 16:00. Below is a summary of the discussion and the vote.

Vice-Chairman Mike Cella said March is recognized as Red Cross Month across the nation, and 2024 marks the 143rd Anniversary of the American Red Cross and the 110th Anniversary of Florida's first chartered Red Cross Chapter. Our Northeast Florida chapter has repeatedly answered the call to respond to emergencies in our county, and we are grateful for their continued efforts to serve our residents in their time of need.

Present to accept the Proclamation:

- Ed Peebles - Board Member of the Northeast Florida Red Cross
- Whitney Carney - Chief Development Officer - Red Cross North Florida Region
- Skip Cramer - Red Cross Community Volunteer Leader for Clay County
- Bill Slattery - American Red Cross Volunteer
- Gary Pelletier - Senior Disaster Program Manager - North Florida Region
- Heather Huffman - Health Officer/Administrator - Florida Department of Health

- Tim Devin - Leadership with Clay County Emergency Management
- Bureau Chief Jairo Herrera - CCFR Community Paramedicine Program

Alexandra Compere read the Proclamation for American Red Cross Month - March 2024.

Commissioner Betsy Condon made a motion for approval of the Proclamation, seconded by Commissioner Kristen Burke, which carried 4-0.

Mr. Cramer pointed out that all volunteers in attendance were Clay County residents and introduced the members mentioned above.

Mr. Carney thanked the Board for the recognition and spoke about the celebration of the Red Cross volunteers during March and the mission of the Red Cross.

Vice-Chairman Mike Cella introduced other attendees mentioned-above.

Mr. Devin spoke about the partnership with the Red Cross and thanked them for all they do.

2. Water Conservation Month (April 2024)

Water Conservation Proclamation can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCCAgenda/March 26, 2024, beginning at 16:17 and ending at 23:35](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCCAgenda/March%2026,%202024,%20beginning%20at%2016:17%20and%20ending%20at%2023:35). Below is a summary of the discussion and the vote.

Vice-Chairman Mike Cella said April is designated as Water Conservation Month to bring awareness to our residents and businesses about the importance of conserving this very important natural resource, especially during our dry months in Florida. The theme for the 26th year of Water Conservation Month is "Improving Outdoor Irrigation Efficiency." We have some special guests here today to help us recognize this important designation. Water conservation is a community effort, and we are grateful to our partners who work hard to promote resource conservation in our county.

Present to accept the Proclamation:

- Jeremy Johnston - CCUA Executive Director
- Doug Conkey - Intergovernmental Coordinator SJRWM
- Annie Wallau - County Extension Director with UF/IFAS

Commissioner Betsy Condon read the Proclamation for Water Conservation Month - April 2024.

Commissioner Kristen Burke made a motion for approval of the Proclamation, seconded by Commissioner Alexandra Compere, which carried 4-0.

Mr. Johnston thanked the Board and the Water Management District for the partnership and spoke about CCUAs involvement with water conservation and the implementation of

the new upcoming information system.

Mr. Conkey thanked the Board and spoke about the importance of water conservation practices and the theme for this year's Proclamation.

Ms. Wallau noted that anyone seeking information on Florida-friendly landscaping or irrigation best practices should contact their department at (904) 284-6355.

PRESENTATIONS

Clay County Agricultural Fair

Clay County Fair presentation can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2026,%202024), beginning at 24:01 and ending at 34:00. Below is a summary of the discussion.

Sheriff Michelle Cook, Sergeant Ray Kittles, and Chief of Special Operations Jeff Johnston addressed the Board to provide an overview and details for the objectives and plan regarding the upcoming Clay County Fair. All are encouraged to download the Safer-Watch app.

- Placement of Message Boards - Access to enter the fair and Exits
- Traffic - Parent Pick-up location
- Parking
- Incident Management Team - housed at the EOC
- Safety and Security for attendees and staff
- Messaging to fair staff and fair-goers
- Enter Operational Radio System
- Camera System
- Fair Zone Assignments

CONSTITUTIONAL OFFICERS

There were no Constitutional Officer comments.

Vice-Chairman Mike Cella welcomed Tara S. Green - Clay County Clerk of Court and Comptroller, and thanked her for being in attendance.

APPROVAL OF MINUTES

3. Board of County Commissioners Meeting Minutes March 12, 2024.

Commissioner Betsy Condon made a motion for approval of the March 12, 2024, BCC meeting minutes, seconded by Commissioner Alexandra Compere, which carried 4-0.

PUBLIC COMMENTS

Public Comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2026,%202024), beginning at 34:57 and ending at 47:25. Below is a summary of the discussion.

Vice-Chairman Mike Cella opened the floor for public comment at 4:37 pm.

Gerard Casale, 520 Palmer Street, Green Cove Springs, Florida - Member of the Historical Society addressed the Board to express his concerns regarding the water leak at the historical triangle.

Deborah Carpenter, 175 B Old Jennings Road, Orange Park, Florida, addressed the Board to express her opposition regarding the airport issue.

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

Hearing no other comments, Vice-Chairman Mike Cella closed public comment at 4:49 pm.

CONSENT AGENDA

4. 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.

5. Bid 23/24-047, County Right-of-Way Mowing Services (North) (K. Smith)

Approval to Post Notice of Intent to Award Bid 23/24-047, County Right-of-Way Mowing Services (North) to Florida Lawn Medics, LLC, at the unit costs provided in the Bid submittal for litter removal, mowing, trimming, edging, and removal of small trees and shrubs. Approval of award will be effective after the 72 hour protest period has expired.

6. Bid 23/24-052, County Right-of-Way Mowing Services (South) (K. Smith)

Approval to Post Notice of Intent to Award Bid 23/24-052, County Right-of-Way Mowing Services (South) to Florida Lawn Medics, LLC, at the unit costs provided in the Bid submittal for litter removal, mowing, trimming, removal of small trees and shrubs and edging. Approval of

award will be effective after the 72 hour protest period has expired.

7. RFP No. 23/24-026, Veterans Park Feasibility Study and Site Plan (K. Smith)

Approval to accept staff's ranking and selection of the top ranked Firm, Kimley-Horn and Associates, Inc., for RFP No. 23/24-026, Veterans Park Feasibility Study and Site Plan. Approval will be effective after the 72-hour protest period has expired.

1. Kimley-Horn and Associates, Inc. - 92.7 (Phase 1 = \$85,000 Phase 2 = \$90,000 = \$175,000)
2. Halff Associates, Inc. - 89 (Phase 1 = \$160,000 Phase 2 = \$90,000 = \$250,000)
3. Pond & Company, Inc. - 88 (Phase 1 = \$63,390 Phase 2 = \$72,765 = \$136,155)
4. Matthews | DCCM - 80.7 (Phase 1 = \$48,000 Phase 2 = \$22,000 = \$70,000)

A committee consisting of the Deputy Director of Planning and Zoning, Special Projects Coordinator of Economic and Development Services, and the Director of Parks and Recreation performed the evaluation and ranking of the responses received. Evaluation was based on Qualifications, Previous Work, Approach/Methodology, Timeline, Reference and Fee Structure. This is funded by ARPA therefore Firms were informed that Services must be completed by Sept. 30, 2024. If desired, the Board may request presentations from the Firms. The RFP stated that Phase 2 was contingent upon the outcome and acceptance of Phase 1. An Agreement will be negotiated and brought back to the Board for approval.

Funding Source:

American Rescue Plan Fund - All Grants Organization - Professional Services - Veterans Park Feasibility Study and Site Plan

8. Fourteenth Renewal to Agreement No. 2009/2010-88 for the Continued Licensing, Maintenance, and Support of the GIS Software System (ArcGIS) with Environmental Systems Research Institute, Inc. (ESRI) (D. Hane)

A) Approval of the Fourteenth Renewal to Agreement No. 2009/2010-88 for the Continued Licensing, Maintenance, and Support of the GIS Software System (ArcGIS) with Environmental Systems Research Institute, Inc. (ESRI) in the amount of \$39,240.00 beginning May 1, 2024 through April 30, 2025.

B) Additional approval of Advanced Payment for the annual cost.

Funding Source:

General Fund - Management Information Systems - Repairs and Maintenance

9. Development and Mobility Fee Credit Agreement between VCP Oak Leaf, LLC and Clay County, Florida. (C. Grimm)
10. Approval of Amendment to Agreement relating to Reverter in Deed between the County and BFC Partnership, Limited, for the Blanding Blvd./Old Jennings Road Ponds (Agreement/Contract #2021/2022-53 AM1) (C. Grimm)
11. Agreements for Professional Architectural Continuing Services (K. Smith)

Approval of the Continuing General Architectural/Engineering Consulting services Agreements with the Firms listed below for a variety of County projects as needed. The Agreements are for a term of two (2) years at the rates specified within the Agreements. The Board awarded to 7 Firms, the remaining Agreements will be brought to the Board for approval upon final negotiations.

1. Bhide & Hall Architects
2. Dasher Hurst Architects, P.A.
3. PQH Group Design, Inc
4. Walker Architects, Inc.

Funding Sources:

Various Accounts

12. Acceptance of the Shadowcrest at Rolling Hills Subdivision (R. Smith)
Acceptance of the Shadowcrest at Rolling Hills Subdivision by the County for maintenance with the creation of a MSBU.
13. Acceptance for Final Plat for Recording - Rolling View Boulevard (District 5, Comm. Burke)(R. Smith)
The staff has reviewed and recommends that the Board accept and approve the final plat of Rolling View Boulevard for recording.
14. Agreement Governing Fixed Capital Outlay Grants and Aids between Clay County and State of Florida Department of Children and Families and Letter of Intent/Facility Program (M. Covey)
Approval of the Agreement Governing Fixed Capital Outlay Grants and

Aids between Clay County and State of Florida Department of Children and Families and Letter of Intent/Facility Program in an amount not to exceed \$3,000,000.00 towards a project for the Construction of a Substance Use Disorder Recovery Center. All funds for this project will be disbursed on or before June 30, 2028.

Funding Source:

Revenue - TBD with Budget Resolution

15. Permanent Easement from Clay County to Clay Electric (C. Grimm)
16. Construction & Maintenance Agreement with State of Florida Department of Transportation Re: SR 21/Blanding Blvd. From South of Wells Road to Duval County Line, Financial Project Id. No.:446808-2-52-01 and Authorizing Resolution (R. Smith)
 - A) Approval of the Construction & Maintenance Agreement with State of Florida Department of Transportation, Financial Project Id. No.:446808-2-52-01, Re: SR 21/Blanding Blvd. From South of Wells Road to Duval County Line.
 - B) Approval of the accompanying Authorizing Resolution.

Funding Source:
N/A
17. Historical Society of Penney Farms (K. Morgan)

TDC unanimously (7-0 vote) recommends TDC funds pay for printing of brochures for Historical Society of Penney Farms and Clay County Historical Society.
18. Lacrosse Tournament TDC Grant Request (K. Morgan)

TDC unanimously (7-0 vote) recommends Lacrosse tournament - April 6-7, 2024 at the Clay County Regional Sports Complex. Requesting \$30,000.
19. Town of Orange Park KidsFest TDC Grant Request (K. Morgan)

TDC unanimously (7-0 vote) recommends Town of Orange Park KidsFest - April 20-21, 2024 at the Town of Orange Park Town Hall Park. Requesting \$3,500.
20. Ignite Dance Competition TDC Grant Request (K. Morgan)

TDC unanimously (7-0 vote) recommends Ignite Dance Competition - May 10-12, 2024 at the Thrasher-Horne Center. Requesting \$5,000.
21. Fourth Modification to Subgrant Agreement No. 2019/2020-111 for

Flood Mitigation Assistance re: Lazy Acres Road with the Florida Division of Emergency Management (M. Covey)

A) Approval of the Fourth Modification to Subgrant Agreement No. 2019/2020-111 for Flood Mitigation Assistance re: Lazy Acres Road with the Florida Division of Emergency Management, increasing the federal funding in the amount of \$34,650.00 and reinstating and extending the agreement through January 31, 2025.

B) Approval of the Accompanying Budget Resolution.

Funding Source(Revenue):

General Fund - All Grants Organization - Flood Mitigation Assistance (FMA) 4055 Lazy Acres Rd - Flood Mitigation Assistance (FMA) Grant - Lazy Acres Road - Federal Grants - Physical Environment

22. Bid No. 22/23-080, 4055 Lazy Acres Road External Stairway Construction (K. Smith)

Approval to post Notice of Intent to Award Bid No. 22/23-080, 4055 Lazy Acres Road External Stairway Reconstruction (Re-Bid) to Keystone Custom Builders, Inc. in the amount of \$38,500.00. Approval will be effective after the 72 hour protest period has expired.

-
Funding Source:

General Fund - All Grants Organization - Flood Mitigation Assistants (FMA) 4055 Lazy Acres Rd - Flood Mitigation Assistance (FMA) Grant - Lazy Acres Road - Other Contractual Services

23. Fourth Amendment to Flood Mitigation Assistance Grant Agreement No. 2019/2020-112 with Stephen M. Williams (M. Mosley)

Approval of Fourth Amendment to Flood Mitigation Assistance Grant Agreement No. 2019/2020-112 with Stephen M. Williams reinstating and extending the term of the Agreement through January 31, 2025.

Funding Source:

General Fund - All Grants Organization - Flood Mitigation Assistants (FMA) 4055 Lazy Acres Rd - Flood Mitigation Assistance (FMA) Grant - Lazy Acres Road - Other Contractual Services

24. Mitigation Credit Purchase Agreement with Nochaway Mitigation Preserve, LLC (K. Smith)

A) Approval of the Mitigation Credit Purchase Agreement with Nochaway Mitigation Preserve, LLC for the purchase of Mitigation Credits in the amount of \$182,000.00 regarding the development of the Clay County Animal Shelter.

B) Approval of Advanced Payment of the Deposit in the amount of

\$27,300.00.

Commissioner Alexandra Compere made a motion for approval of the Consent Agenda, seconded by Commissioner Kristen Burke, which carried 4-0.

DISCUSSION/UPDATES

25. Follow up related to CIP and Municipal Financing (T. Nagle)

CIP and Municipal Financing discussion can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024, beginning at 48:10 and ending at 56:40. Below is a summary of the discussion and vote.

Troy Nagle, Assistant County Manager, addressed the Board to discuss the follow-up for the CIP and municipal financing options. See Attachment B.

Questions, discussions, and comments were raised regarding loans vs. bonds, project funding, and fire station needs.

Commissioner Betsy Condon made a motion for approval to give staff direction to move forward with finance options - Scenario 1, seconded by Commissioner Kristen Burke. There was continued discussion and comments regarding various projects and funding; the motion carried 4-0.

NEW BUSINESS

26. RFP No. 23/24-040, Design-Build of the Traffic Signal at Eagle Landing Parkway and Oakleaf Plantation Parkway (K. Smith)

Approval to reject the proposal received from Baker Consulting & Engineering, LLC for RFP No. 23/24-040, Design-Build of the Traffic Signal at Eagle Landing Parkway and Oakleaf Plantation Parkway. The proposal received is over budget. Staff will re-evaluate the project to determine the best method to procure the services needed.

1. Baker Consulting & Engineering, LLC - 80.00

A committee consisting of the Deputy Director of Engineering, Traffic Control Division Coordinator, and Economic & Development Services Coordinator performed the evaluation of the responses received. Baker Consulting & Engineering, LLC. is qualified to do the work as demonstrated in the scoring however the design build cost exceeds budget.

RFP Number 23/24-040 discussion can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024, beginning at 56:47 and ending at 58:46. Below is a summary of the discussion and the vote.

Karen Smith, Administrative and Contractual Services Director addressed the Board to provide information and details regarding the request for approval to reject the proposal received from Baker Consulting & Engineering, LLC for RFP Number 23/24-040, Design-Build of the Traffic Signal at Eagle Landing Parkway and Oakleaf Plantation Parkway. The proposal received is over budget. Staff will re-evaluate the project to determine the best method to procure the services needed.

There were questions and discussions regarding having only one bid and supply chain.

Commissioner Alexandra Compere made a motion for approval, seconded by Commissioner Kristen Burke, which carried 4-0.

27. Bid No. 23/24-045, Onsite Concrete and Asphalt Milling Crushing (K. Smith)

Approval to post the Notice of Intent to Award Bid No. 23/24-045, Onsite Concrete and Asphalt Mill Crushing to Knepps Construction & Excavating of Florida, LLC at the unit prices provided in the Bid submittal. The contractor will be paid only for tonnage reported by weight tickets provided to the Clay County Project Manager or designee. The agreement will remain in effect for two (2) years from the date of award by the Board. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Transportation Trust Fund - Public Works - Other Contractual Services

Bid Number 23/24-045 discussion can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024, beginning at 1:54:24 and ending at 1:55:35. Below is a summary of the discussion and the vote.

Karen Smith, Administrative and Contractual Services Director, addressed the Board to provide information and details regarding the request for approval to post the Notice of Intent to Award Bid No. 23/24-045, Onsite Concrete and Asphalt Mill Crushing to Knepps Construction & Excavating of Florida, LLC at the unit prices provided in the bid submittal. The contractor will be paid only for tonnage reported by weight tickets provided to the Clay County Project Manager or designee. The agreement will remain in effect for two (2) years from the date of award by the Board.

Commissioner Betsy Condon made a motion for approval, seconded by Commissioner Kristen Burke, which carried 4-0.

28. Federal Purchasing Policy (K. Smith)

Approval of Federal Purchasing Policy and accompanying Resolution. The County previously had a Board adopted CDBG Policy which was in need of updating. The revised Policy has been updated to match the County's current Purchasing Policy, any new Federal requirements and will be utilized for all Federal procurements when applicable.

Federal Purchasing Policy discussion can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024, beginning at 1:55:37 and ending at 1:56:55. Below is a summary of the discussion and the vote.

Karen Smith, Administrative and Contractual Services Director, addressed the Board to provide information and details regarding the request for approval of the Federal Purchasing Policy and accompanying Resolution. The County previously had a board that adopted a CDBG Policy, which needed updating. The revised Policy has been updated to match the County's current Purchasing Policy and any new Federal requirements and will be utilized for all Federal procurements when applicable.

Commissioner Betsy Condon made a motion for approval, seconded by Commissioner Kristen Burke, which carried 4-0.

29. Planning Districts Map update (D. Selig)

Discussion of Planning District names. Based on the Board's direction, Staff will bring a resolution and revised map on consent for the April 9th agenda.

Planning Districts Map update discussion can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024, beginning at 1:56:57 and ending at 2:05:15. Below is a summary of the discussion and the vote.

Dodie Selig, Chief Planner, addressed the Board to provide information and details regarding renaming the planning district. See Attachment E.

There were questions, discussions, and comments regarding the location of the districts to be renamed, suggestions for names, returning to the original names, concerns with the name changing of districts, City of Green Cove Springs, name of citizen advisory committees, Orange Park district, and Keystone Heights district name.

Following all discussions, the Board came to a consensus to move forward, as discussed, to rename the planning districts.

- Southwest - Keystone Heights
- Southeast - Springs
- Northeast - TBD

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

30. Final Public Hearing to Consider ZON-24-0003, Proposal Addressing Land Clearing Disposal Conditional Use (E. Lehman, D. Selig)

This proposed change reduces the zoning districts that allow for land clearing debris off-site disposal facility as a conditional use and clarifies that the disposal is for off-site debris only.

Staff requests a continuance of this item and designation of Zoning In Progress.

Final Public Hearing to consider ZON-24-0003 can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024, beginning at 58:58 and ending at 1:02:10. Below is a summary of the discussion and the vote.

Dodie Selig, Chief Planner, addressed the Board to request a continuance and a zoning in-progress motion regarding the final public hearing to consider ZON-24-0003, the proposal addressing Land Clearing Disposal Conditional Use. There would need to be a public hearing due to advertisement.

Vice-Chairman Mike Cella opened the floor for the public hearing at 5:02 pm.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, addressed the Board to request to save the trees.

Hearing no other comments, Vice-Chairman Mike Cella closed the public hearing at 5:03 pm.

Commissioner Betsy Condon made a motion for approval of the continuance with the designation of zoning in progress, seconded by Commissioner Kristen Burke. Comments were made to reiterate the importance of the safety issue for landowners; the motion carried 4-0.

31. Final Public Hearing to consider adoption of ZON-24-0005 (renumbering of Art. III, Sec. 3-5) (D. Selig)

This application is a Staff initiated amendment to Article III. Sec. 3-5 Conditional Uses. The amendment will renumber the list of conditional uses to bring them back into alphabetical order. The amendment will also reserve certain numbers in advance of a proposed amendment to add regulations related to aircraft and airports. No new conditional uses are proposed by this amendment nor are any conditional uses changed by this amendment.

Final Public Hearing to consider ZON-24-0005 can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024, beginning at 1:02:11 and ending at 1:06:02. Below is a summary of the discussion and the vote.

Dodie Selig, Chief Planner, addressed the Board regarding the final public hearing to consider the adoption of ZON-24-0005, the renumbering of Article III, Section 3-5. The staff-initiated amendment would renumber the list of conditional uses and return them to alphabetical order. The amendment will also reserve certain numbers in advance of a proposed amendment to add regulations related to aircraft and airports. This amendment proposes no new conditional uses, nor have any conditional uses been changed by this amendment.

Vice-Chairman Mike Cella opened the floor for the public hearing at 5:04 pm.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, addressed the Board to express his concerns with changes being approved throughout the county.

Deborah Carpenter, 175-B Old Jennings Road, Orange Park, Florida, addressed the Board again, expressing opposition to the airport issue.

Hearing no other comments, Vice-Chairman Mike Cella closed the public hearing at 5:07 pm.

Commissioner Betsy Condon made a motion for approval, seconded by Commissioner Kristen Burke, which carried 4-0.

32. Final Public Hearing to consider COMP 24-0001. (District 2, Comm. Compere) (B. Carson)

This application is a Small-Scale Comprehensive Plan Amendment to change 7.71 acres from Rural Residential (RR) to Branan Field Master Planned Community (BF MPC)

Final Public Hearing to consider COMP-24-0001 can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024, beginning at 1:06:03 and ending at 1:44:29. Below is a summary of the discussion and the vote.

Beth Carson, Deputy Director of Planning, presented a PowerPoint presentation regarding the final public hearing to consider COMP-24-0001, an application for a Small-Scale Comprehensive Plan Amendment to change 7.71 acres from Rural Residential (RR) to Branan Field Master Planned Community (BF MPC.) See Attachment C.

There were questions and discussions regarding the expansion of Old Jennings, the

addition of turn lanes, and the number of units proposed.

Vice-Chairman Mike Cella opened the floor for the public hearing at 5:17 pm.

Max Andrews, Bird Dog, LLC, agent for the owner, and William Schaefer, Engineer, addressed the Board to provide an overview and details for the requested change.

Questions and discussions were had regarding contact with adjacent property owners and surrounding owners, access to the property, the site plan, stormwater, the size of lots, driveway depth and the impact on sidewalks, setback requirements, and the impact on the school in the area.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, addressed the Board to express his opposition to the changes requested.

Doug Conkey, 2540 Sterling Oaks Court, Orange Park, Florida, addressed the Board to express his concerns regarding the impact on traffic in the area.

Hearing no other comments, Vice-Chairman Mike Cella closed the public hearing at 5:31 pm.

There were questions and discussions to address the concerns raised during public comment regarding traffic and capacity issues, upcoming intersection and roadway improvements, easements, surrounding development in progress, property owner rights, clarification of the moratorium in place, public safety, egress/ingress, timeline for development, mobility fees.

Following all discussions, Commissioner Alexandra Compere made a motion not to proceed forward with the project at this time, seconded by Commissioner Kristen Burke, which carried 4-0.

33. Public Hearing to Consider Substantial Amendment to the Community Development Block Grant (CDBG) Consolidated Plan, Annual Action Plan, and Citizen Participation Plan (M. Covey/G. Gunn)

Final Public Hearing CDBG discussion can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCCAgenda/March 26, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCCAgenda/March%2026,%202024), beginning at 1:44:31 and ending at 1:54:23. Below is a summary of the discussion and the vote.

Gabrielle Gunn, Director of Community and Social Services, addressed the Board to provide details and information regarding the public hearing to consider the Substantial Amendment to the Community Development Block Grant (CDBG) Consolidated Plan, Annual Action Plan, and Citizen Participation Plan.

Vice-Chairman Mike Cella opened the floor for the public hearing at 5:48 pm.

April Schiller, PO Box 20301 - 411 Walnut Street, Green Cove Springs, Florida, addressed the Board to express concerns with HB 1365. See Attachment D.

James Otto, 2904 Blanding Boulevard, Middleburg, Florida, addressed the Board to express concerns with development in the county and how funds are spent.

Hearing no other comments, Vice-Chairman Mike Cella closed the public hearing at 5:55 pm.

Commissioner Kristen Burke made a motion for approval, seconded by Commissioner Betsy Condon, which carried 4-0.

LETTERS FOR ACTION

34. Discussion of Appointment to the Board of Adjustments

The following individuals are seeking re-appointment to their seats on the Board of Adjustments:

- Thomas Goldsbury
- Brandon Ludwig
- Brian Kraut

Board of Adjustment appointment can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024, beginning at 2:05:33 and ending at 2:06:33. Below is a summary of the discussion and the vote.

Vice-Chairman Mike Cella opened the floor to discuss the appointment to the Board of Adjustments. The above-mentioned individuals are seeking re-appointment.

Commissioner Alexandra Compere made a motion for approval, seconded by Commissioner Betsy Condon, which carried 4-0.

LETTERS OF DOCUMENTATION

35. Bid Opening Tabulations (K. Smith)

Bid Opening Tabulation for March 5, 2024:

A. RFP No. 23/24-026, Veterans Park Feasibility Study and Site Plan

Bid Opening Tabulation for March 8, 2024:

A. RFB No. 23/24-045, Onsite Concrete and Asphalt Milling Crushing Services

Bid Opening Tabulation for March 12, 2024:

A. RFB No. 23/24-039, Walter Odum Drainage Project (ARPA)

Bid Opening Tabulations for March 15, 2024:

A. RFB No. 23/24-008, Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

B. RFB 23/24-038, Inspections, Maintenance, and Repair of Fire Suppression Equipment

C. RFB No. 23/24-047 County Right-of-Way Mowing Services (North)

D. RFB No. 23/24-052, County Right-of-Way Mowing Services (South)

36. TDC Meeting Minutes from 1.10.24

Vice-Chairman Mike Cella acknowledged the Letters of Documentation.

PUBLIC COMMENTS

Public Comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2026,%202024), beginning at 2:06:37 and ending at 2:11:52. Below is a summary of the discussion.

Vice-Chairman Mike Cella opened the floor for public comment at 6:08 pm.

April Schiller, PO Box 20301 - 411 Walnut Street, Green Cove Springs, Florida, addressed the Board again to express her opposition to House Bill 1365.

James Otto, 2908 Blanding Boulevard, Middleburg, Florida, addressed the Board to discuss his concerns regarding several items.

Hearing no other comments, Vice-Chairman Mike Cella closed public comment at 6:13 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/March 26, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2026,%202024), beginning at 2:11:56 and ending at 2:12:15. Below is a summary of the discussion.

Courtney Grimm, County Attorney, addressed the Board to provide an update regarding

the conveyance of the Oakleaf Library portion. There is an upcoming meeting in April, and there is hope for moving forward.

COUNTY MANAGER

County Manager comments can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024, beginning at 2:12:16 and ending at 2:15:56. Below is a summary of the discussion and vote.

Lorin Mock, Deputy County Manager, addressed the Board to provide details and information regarding the Tampa Bay Regional Planning Council's partnership with cities across Florida to request Environmental Protection Agency (EPA) funding and a letter of support to be signed by the Vice-Chairman.

Charlie Latham, Assistant County Manager, offered more details regarding the EPA Resiliency Grant and the opportunity that would allow more grant funding possibilities. Staff requests authorization for the Vice-Chairman to sign a Statement of Commitment to move forward.

Following questions and discussions regarding matching requirements, the timeline for spending the funding, and the total dollar amount for the EPA grant.

Commissioner Betsy Condon made a motion for approval of the grant application for the TB MSA and for the Vice-Chair to sign, seconded by Commissioner Alexandra Compere, which carried 4-0.

COMMISSIONERS' COMMENTS

Commissioners Comments can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 26, 2024, beginning at 2:15:58 and ending at 2:26:02. Below is a summary of the discussion.

Commissioner Kristen Burke noted to be safe at the fair, try not to get aggravated with the traffic, and wished everyone a Happy Easter.

Commissioner Alexandra Compere updated the Board regarding the Fire Watch Council meeting attended last week and spoke about the takeaways from the meeting.

- Veterans Community Event in Keystone Heights
- Veterans Services specific to suicide prevention - Statewide Initiative
- Clay County Representative - Buck Burney

Commissioner Betsy Condon commended staff and spoke about the events that took place the last two Saturdays - Military Appreciation and Vietnam Veterans Memorial Ceremony. Commissioner Condon spoke about a house fire of a constituent and the

efforts made by CCFR and CCUA and commended the firefighters and CCUA employees. The constituent expressed her deepest thanks and gratitude as well.

Vice-Chairman Mike Cella extended his appreciation to CCFR for taking the extra step. Vice-Chairman Cella spoke about the Vietnam Veterans Ceremony and the newfound POW living in Orange Park. Vice-Chairman Cella noted that the Value Adjustment Board finished this week and thanked all involved for their hard work. Vice-Chairman Cella mentioned the Moccasin Slough nature hike on April 1, 2024. For more information, contact the Parks and Recreation Department.

Hearing no further business, Vice-Chairman Mike Cella adjourned the meeting at 6:27 pm.

Attest:

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

Chairman or Vice-Chairman

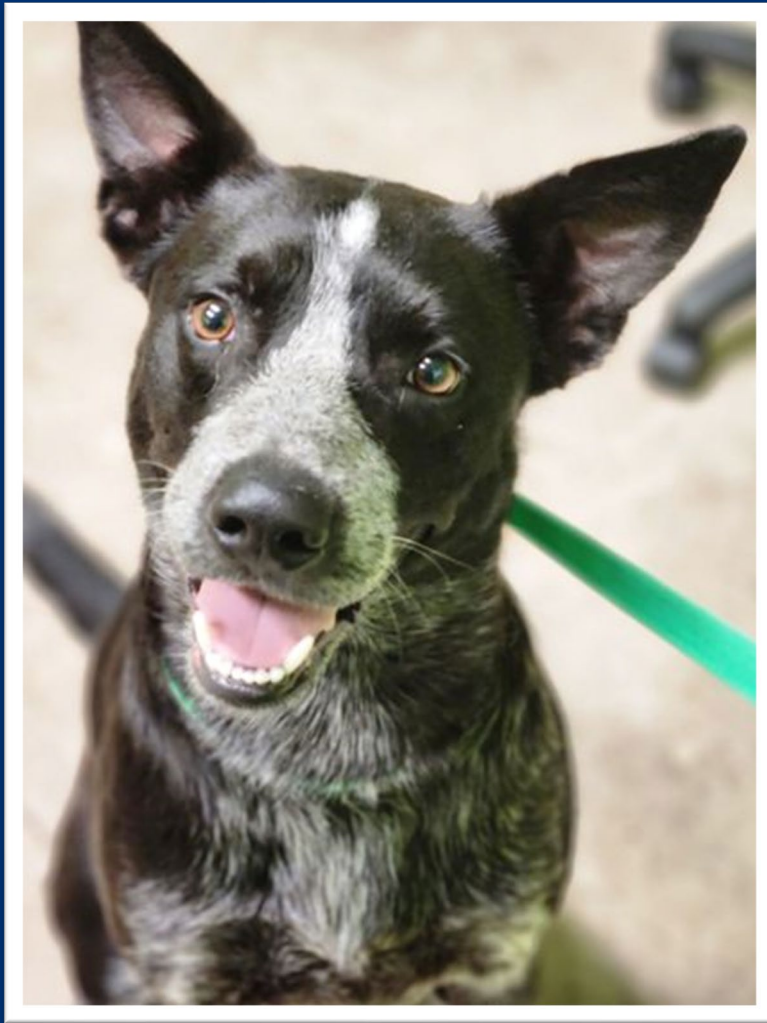
Acronym Definitions

BCC- Board of County Commissioners
CCFR – Clay County Fire Rescue
CCSO – Clay County Sheriff’s Office
CCUA – Clay County Utility Authority
CDBG – Community Development Block Grant
CIP – Capital Improvement Plan
CR – County Road
EOC – Emergency Operations Center
FY – Fiscal Year
JROTC – Junior Reserve Officer Training Corps
RFP – Request for Proposal
ROW – Right-of-Way
SJRWM – St. Johns River Water Management
ZON – Rezone

Attachment

“A”

Pet Adoptions



Hunter

ANIMAL ID: A0055535405

SEX: Neutered Male



BREED: Cattle Dog Mix, 2 years old; 61 pounds

LOCATION: CCACC Main Shelter in Green Cove Springs

ABOUT: At just 2 years old, Hunter has already mastered the art of looking like he knows all the answers (even if he's just contemplating his next treat). Whether you need a shoulder to lean on or someone to share your midnight snack stash with, Hunter is your guy.

He's not just a good boy; he's a confidant, a sidekick, and a professional secret-keeper. Adopt Hunter today, and get ready to spill the beans to the best listener in town!

claycountygov.com/adopt



Kyra

ANIMAL ID: A0055580777

SEX: Spayed Female

BREED: Hound mix, 2 months old, 8.4 pounds

LOCATION: CCACC Main Shelter in Green Cove Springs

ABOUT: Kyra is here to steal your heart and fill your days with endless cuddles and tail wags! At just 2 months old, Kyra is already mastering the art of being adorable.

She may be a bit shy at first, but don't let that fool you! Once she feels your warmth and kindness, she'll bloom into the most loyal and affectionate companion.

claycountygov.com/adopt



Sammy

ANIMAL ID: A0055419920

SEX: Neutered Male

BREED: Domestic Short Hair, 2 Year Old

LOCATION: CCACC Main Shelter in Green Cove Springs

ABOUT: Looking for a feline friend who brings charm and curiosity to your home? Sammy is the perfect blend of laid-back and adventurous.

With his one-of-a-kind wishbone marking adorning his face, Sammy is not just another cat – he's a lucky charm waiting to bring joy into your life. His gentle nature makes him a natural companion for cozy cuddle sessions, while his curiosity keeps him exploring every nook and cranny of his surroundings.



claycountygov.com/adopt



Agnes

ANIMAL ID: A0055559670

SEX: Spayed Female

BREED: Domestic Short Hair, 2 years old

LOCATION: CCACC Main Shelter in Green Cove Springs

ABOUT: Meet Agnes, the Certified Biscuit Maker Extraordinaire! Agnes isn't just your ordinary feline friend; she's a master of the art of biscuit making! With her soft paws and expert kneading skills, she can turn any blanket or lap into a cozy haven of comfort.

Don't miss the opportunity to invite Agnes into your life. Come meet her today and prepare to be enchanted by her delightful personality.

claycountygov.com/adopt



We re still in need of foster parents for dogs, cats and kittens. Please consider opening your home temporarily.

If interested please contact
clayfosters@claycountygov.com

**Dogs like Wonder (pictured) could use a foster home to help with socialization*

claycountygov.com/adopt



If you are interested in helping our furry friends but can't bring one home, please take a look at our Amazon wish list. We are always in need of items for our foster kittens and our shelter animals.

[Amazon.com](https://www.amazon.com)

claycountygov.com/adopt

**Attachment
“B”
CIP and Municipal
Finance Options**



Sales Tax – Financing

March 12th, 2024

Current Sales Tax Commitments

Project	FY 23/24	FY 24/25	FY25/26	FY 26/27	FY 27/28
Station 24	\$ 5,250,000.00	\$ 2,461,707.00			
Station 20	\$ 5,481,193.00	\$ 1,849,927.00			
Station 22	\$ 500,000.00	\$ 3,050,000.00	\$ 2,500,000.00	\$ 2,000,000.00	
Station 15	\$ 700,000.00		\$ 1,500,000.00	\$ 1,300,000.00	\$ 3,800,000.00
Station 1	\$ 600,000.00	\$ 4,500,000.00	\$ 4,500,000.00		
Radio Tower Upgrades	\$ 1,956,926.00	\$ 1,906,218.00			
Burn Building	\$ 2,975,063.00				
Animal Services	\$ 10,867,177.00	\$ 4,440,062.00			

Current Sales Tax Commitments

Project	Estimated Cost	Sales Tax	Other Revenue	Deficit
Station 24	\$ 12,000,000.00	\$ 7,711,707.00	\$ 750,000.00	\$ 3,538,293.00
Station 20	\$ 12,000,000.00	\$ 7,331,120.00	\$ 2,750,000.00	\$ 1,918,880.00
Station 22	\$ 12,000,000.00	\$ 8,050,000.00	\$ 2,500,000.00	\$ 1,450,000.00
Station 15	\$ 12,000,000.00	\$ 7,300,000.00	\$ 2,700,000.00	\$ 2,000,000.00
Station 1	\$ 12,000,000.00	\$ 9,600,000.00	\$ -	\$ 2,400,000.00
Radio Tower Upgrades	\$ 3,863,144.00	\$ 3,863,144.00	\$ -	\$ -
Burn Building	\$ 4,500,000.00	\$ 2,975,063.00	\$ -	\$ 1,524,937.00
Animal Services	\$ 15,307,239.00	\$ 15,307,239.00	\$ -	\$ -
				\$ 12,832,110.00
County Road 220 (LAP Agreement)				\$ 8,500,000.00
Total				\$ 21,332,110.00

Scenario #1

Projects to be Funded			Completion Date Using Bond			
Station 24	\$ 12,000,000.00		FY 25/26			
Station 20	\$ 12,000,000.00		FY 25/26			
Station 22	\$ 12,000,000.00		FY 24/25			
Station 15	\$ 12,000,000.00		FY 25/26			
Station 1	\$ 12,000,000.00		FY 24/25			
Burn Building	\$ 4,500,000.00		FY 24/25			
Animal Services	Pay as you go		FY 25/26			
Total	\$ 64,500,000.00					
Sales Tax Relief	FY 23/24	FY 24/25	FY25/26	FY 26/27	FY 27/28	
Station 24	\$ 5,250,000.00	\$ 2,461,707.00				
Station 20	\$ 5,481,193.00	\$ 1,849,927.00				
Station 22	\$ 500,000.00	\$ 3,050,000.00	\$ 2,500,000.00	\$ 2,000,000.00		
Station 15	\$ 700,000.00		\$ 1,500,000.00	\$ 1,300,000.00	\$ 3,800,000.00	
Station 1	\$ 600,000.00	\$ 4,500,000.00	\$ 4,500,000.00			
Burn Building	\$ 2,975,063.00					
Total	\$ 15,506,256.00	\$ 11,861,634.00	\$ 8,500,000.00	\$ 3,300,000.00	\$ 3,800,000.00	
Loan Payment	\$ 5,772,750.00	\$ 5,772,750.00	\$ 5,772,750.00	\$ 5,772,750.00	\$ 5,772,750.00	
Payment from Impact Fee	\$ 2,000,000.00	\$ 2,500,000.00	\$ 2,700,000.00			
Payment from Sales Tax - CIP	\$ 3,772,750.00	\$ 3,272,750.00	\$ 3,072,750.00	\$ 5,772,750.00	\$ 5,772,750.00	
Available Sales Tax	\$ 11,733,506.00	\$ 8,588,884.00	\$ 5,427,250.00	\$ (2,472,750.00)	\$ (1,972,750.00)	\$ 21,304,140.00

Scenario #2

Projects to be Funded			Completion Date Using Bond			
Station 24	\$ 12,000,000.00		FY 25/26			
Station 20	\$ 12,000,000.00		FY 25/26			
Station 22	\$ 12,000,000.00		FY 24/25			
Station 15	Pay as you go		FY 27/28			
Station 1	\$ 12,000,000.00		FY 24/25			
Animal Services	\$ 15,307,239.00		FY 24/25			
Burn Building	\$ 4,500,000.00		FY 25/26			
Total	\$ 67,807,239.00					
Sales Tax Relief	FY 23/24	FY 24/25	FY25/26	FY 26/27	FY 27/28	
Station 24	\$ 5,250,000.00	\$ 2,461,707.00				
Station 20	\$ 5,481,193.00	\$ 1,849,927.00				
Station 22	\$ 500,000.00	\$ 3,050,000.00	\$ 2,500,000.00	\$ 2,000,000.00		
Animal Services	\$ 10,867,177.00	\$ 4,440,062.00				
Station 1	\$ 600,000.00	\$ 4,500,000.00	\$ 4,500,000.00			
Burn Building	\$ 2,975,063.00					
Total	\$ 25,673,433.00	\$ 16,301,696.00	\$ 7,000,000.00	\$ 2,000,000.00	\$ -	
Loan Payment	\$ 6,068,747.89	\$ 6,068,747.89	\$ 6,068,747.89	\$ 6,068,747.89	\$ 6,068,747.89	
Payment from Impact Fee	\$ 2,000,000.00	\$ 1,500,000.00	\$ 1,000,000.00			
Payment from Sales Tax - CIP	\$ 4,068,747.89	\$ 4,568,747.89	\$ 5,068,747.89	\$ 6,068,747.89	\$ 6,068,747.89	
Station 15 Additional Cost				\$ 2,000,000.00		
Available Sales Tax	\$ 21,604,685.11	\$ 11,732,948.11	\$ 1,931,252.11	\$ (6,068,747.89)	\$ (6,068,747.89)	\$ 23,131,389.55

Scenario #3

Projects to be Funded			Completion Date Using Bond			
Station 24	Pay as you go		FY 25/26			
Station 20	\$ 12,000,000.00		FY 25/26			
Station 22	\$ 12,000,000.00		FY 24/25			
Station 15	Pay as you go		FY 27/28			
Station 1	\$ 12,000,000.00		FY 24/25			
Animal Services	\$ 15,307,239.00		FY 25/26			
Burn Building	\$ 4,500,000.00		FY 25/26			
Warehouse	\$ 5,000,000.00		FY 25/26			
Total	\$ 60,807,239.00					
Sales Tax Relief	FY 23/24	FY 24/25	FY25/26	FY 26/27	FY 27/28	
Station 20	\$ 5,481,193.00	\$ 1,849,927.00				
Station 22	\$ 500,000.00	\$ 3,050,000.00	\$ 2,500,000.00	\$ 2,000,000.00		
Animal Services	\$ 10,867,177.00	\$ 4,440,062.00				
Station 1	\$ 600,000.00	\$ 4,500,000.00	\$ 4,500,000.00			
Burn Building	\$ 2,975,063.00					
Warehouse			\$ 500,000.00			
Total	\$ 20,423,433.00	\$ 13,839,989.00	\$ 7,500,000.00	\$ 2,000,000.00	\$ -	
Loan Payment	\$ 5,442,247.89	\$ 5,442,247.89	\$ 5,442,247.89	\$ 5,442,247.89	\$ 5,442,247.89	
Payment from Impact Fee	\$ 2,000,000.00	\$ 2,100,000.00	\$ 2,900,000.00			
Payment from Sales Tax - CIP	\$ 3,442,247.89	\$ 3,342,247.89	\$ 2,542,247.89	\$ 5,442,247.89	\$ 5,442,247.89	
Station 15 Additional Cost				\$ 2,000,000.00		
Station 24 Additional Cost		\$ 4,300,000.00				
Available Sales Tax	\$ 16,981,185.11	\$ 6,197,741.11	\$ 4,957,752.11	\$ (5,442,247.89)	\$ (5,442,247.89)	\$ 17,252,182.55

Added Information for 3/26 BCC Meeting

Loan Option

Loan Option						
Project	FY 23/24	FY 24/25	FY25/26	FY 26/27	FY 27/28	
Station 24	\$ 5,250,000.00	\$ 2,461,707.00				\$ 7,711,707.00
Station 20	\$ 5,481,193.00	\$ 1,849,927.00				\$ 7,331,120.00
Station 22	\$ 500,000.00	\$ 3,050,000.00	\$ 2,500,000.00	\$ 2,000,000.00		\$ 8,050,000.00
Station 15	\$ 700,000.00		\$ 1,500,000.00	\$ 1,300,000.00	\$ 3,800,000.00	\$ 7,300,000.00
Station 1	\$ 600,000.00	\$ 4,500,000.00	\$ 4,500,000.00			\$ 9,600,000.00
Burn Building	\$ 2,975,063.00					\$ 2,975,063.00
Impact Fees	\$ 2,000,000.00	\$ 2,500,000.00	\$ 2,700,000.00			
Total	\$ 17,506,256.00	\$ 60,367,890.00	\$ 15,703,390.00	\$ 13,154,890.00	\$ 11,106,390.00	\$ 5,257,890.00
Remainder	\$ 1,006,256.00	\$ 10,351,890.00	\$ 15,703,390.00	\$ 13,154,890.00	\$ 11,106,390.00	
Loan	\$ 45,000,000.00					
Loan Payment		5,848,500.00	5,848,500.00	5,848,500.00	5,848,500.00	
Station 20	\$ 12,000,000.00					
Burn Building	\$ 4,500,000.00					10 Year loan @ 5.0%
Station 24		\$ 12,504,000.00				
Station 1		\$ 12,504,000.00				
Station 22		\$ 12,504,000.00				
Station 15		\$ 12,504,000.00				

CIP Only Projects						
Pickleball Courts	20,003	469,680	0	0	0	0
Aquarius Concourse	4,347,680	580,000	0	0	0	0
CR218 Extension	0	2,000,000	0	0	0	0
CR224 (College Dr) Component 1-Drainage Rehabilitation (Duck Creek to Old Jennings Rd)	1,136,628	1,942,550	0	0	0	0
Oakleaf Plantation/Eagle Landing Signal	2,357	493,585	0	0	0	0
Milling Roadways	0	1,000,000	0	0	0	0
Radio Tower Upgrades	0	1,956,926	1,906,218	0	0	0
Knowles Pit Building	120,464	1,362,461	0	0	0	0
Equipment - Supervisor of Elections	0	957,800	0	0	0	0
Land Acquisition	1,915,045	1,000,000	0	0	0	0

Fire Station 24 - Virginia Village	486,679	5,193,936	2,461,707	0	0	0
CR220 - Quadrant Intersection (East)	0	1,815,181	0	0	0	0
Intersection Improvements-Minor Capacity	500,000	171,659	0	0	0	0
CR220 Component 1, 5, 6-Access Rd, EW Pkwy Improvements, Canova Rd Improvements	80,102	2,521,893	0	0	0	0
Dirt Road Paving	750,000	179,514	1,000,000	1,000,000	1,000,000	1,000,000
Drainage - Stormwater	0	0	0	400,000	400,000	0
Infrastructure Studies	0	100,000	0	0	0	0
Storm Water Study	0	100,000	0	0	0	0
Sidewalks - Construction	0	99,271	0	0	0	0
Live Oak Lane Construction	0	1,000,000	0	0	0	0
Fairgrounds Event Center	28,708	1,898,600	0	0	0	0
Moccasin Slough-Tower, classroom, boardwalk	170,948	369,691	0	0	0	0
Omega Park - Lighting	0	0	1,538,000	0	0	0
Main St. Park Expansion & Boat Ramp Improve	0	0	250,000	0	0	0
Burn Building	24,937	2,772,378	0	0	0	0
CCSO Building 500 Build Out	0	1,000,000	500,000	0	0	0
Dirt Road Rejuvenation	0	336,874	0	0	0	0
Animal Services Building	384,875	10,627,115	4,440,062	0	0	0
JTA Bus\Shelter Improvements	0	0	0	0	250,000	0

Attachment
“C”
COMP-24-0001



Board of County Commissioners

COMP 24-0001

Public Hearing

March 26, 2024

APPLICATION INFORMATION

Applicant:	David Padgett, Dwayne Padgett, Shirley Padgett Portch and Sandy Padgett Smith
Agent:	Brian Small, Bird Dog
Requests:	Small-scale land use amendment of 7.71 acres from (RR) Rural Residential to (BF MPC) Branan Field Master Planned Community
Planning Dist.	Doctors Inlet/Ridgewood
Comm. Dist. 2	Commissioner Compere
PC Hearing	March 5, 2024

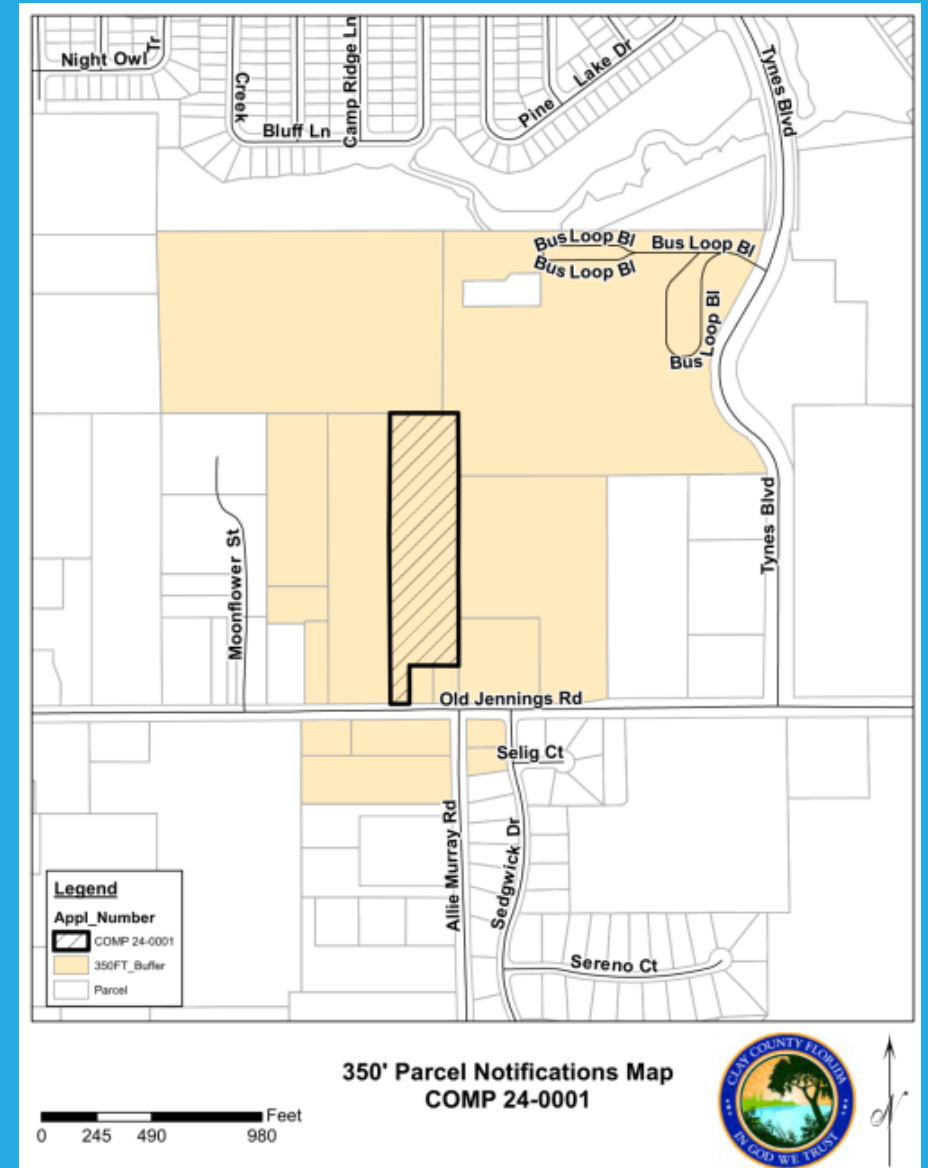
The subject parcel is located on the north side of Old Jennings Road, just west of the intersection of Allie Murray and Old Jennings Road.

The proposed use of the property would be a single family residential subdivision.

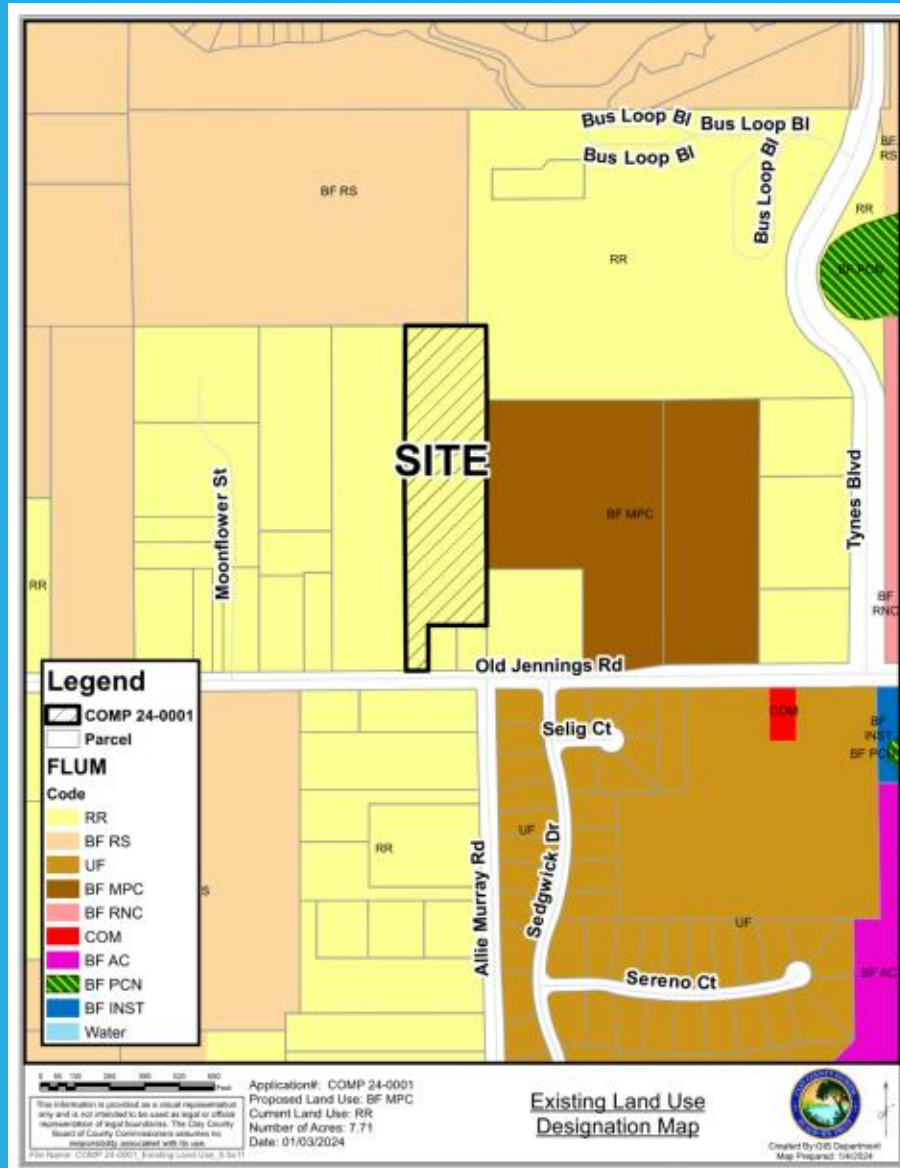


PUBLIC NOTIFICATION - 350' BUFFER

Name	Address1	City
BLACK POND BAPTIST CHURCH	3644 OLD JENNINGS RD	MIDDLEBURG
Mullins Jeffrey K	1330 Allie Murray Rd	Middleburg
Daniels Larry A	3724 Old Jennings Rd	Middleburg
Burroughs James A Trustee	3705 OLD JENNINGS Rd	Middleburg
Griffis Gerald III	3698 Old Jennings Rd	Middleburg
Padgett David Et Al	3710 Old Jennings Rd	Middleburg
Pittman Laura M EL/E	3704 Old Jennings Rd	Middleburg
Clark Ralph E III	1609 Eagle Nest Ln	Middleburg
Pitman Tiffiney L	3724 Old Jennings Rd	Middleburg
Ronald G Horne and Ann M Horne	2594 Franklin Ct	Orange Park
Walker Douglas George Trustee	365 Aries Dr	Orange Park
Alterra Holdings LLC	8825 Perimeter Park Blvd, Ste	Jacksonville
AMH Development LLC	23975 Park Sorrento, Ste 300	Calabasas
School Board of Clay County	900 Walnut St	Green Cove Springs
DILWORTH BENJAMIN W & AUDREY	1608 SEDGWICK DR	MIDDLEBURG
Campbell Joyce	1604 Sedgwick Dr	Middleburg



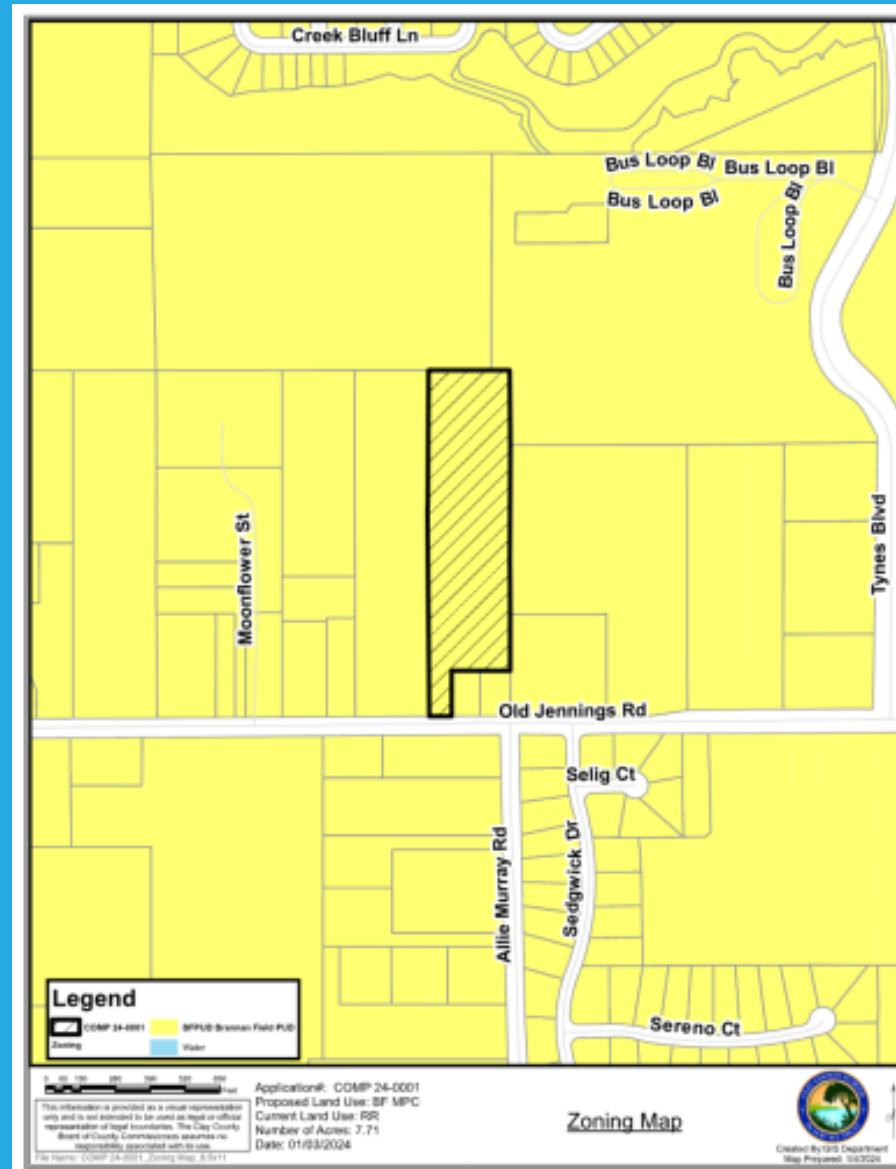
EXISTING LAND USE

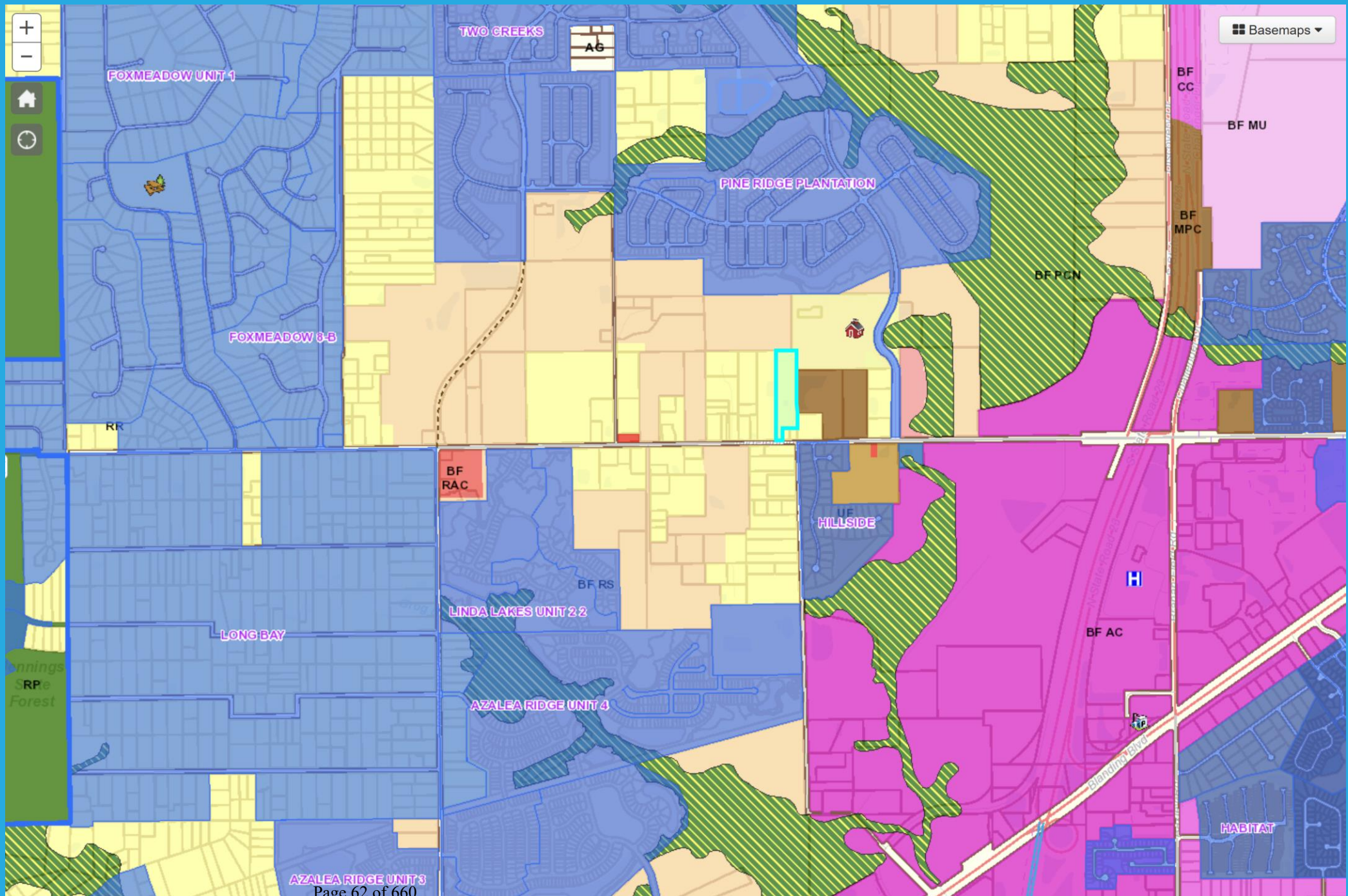


AERIAL

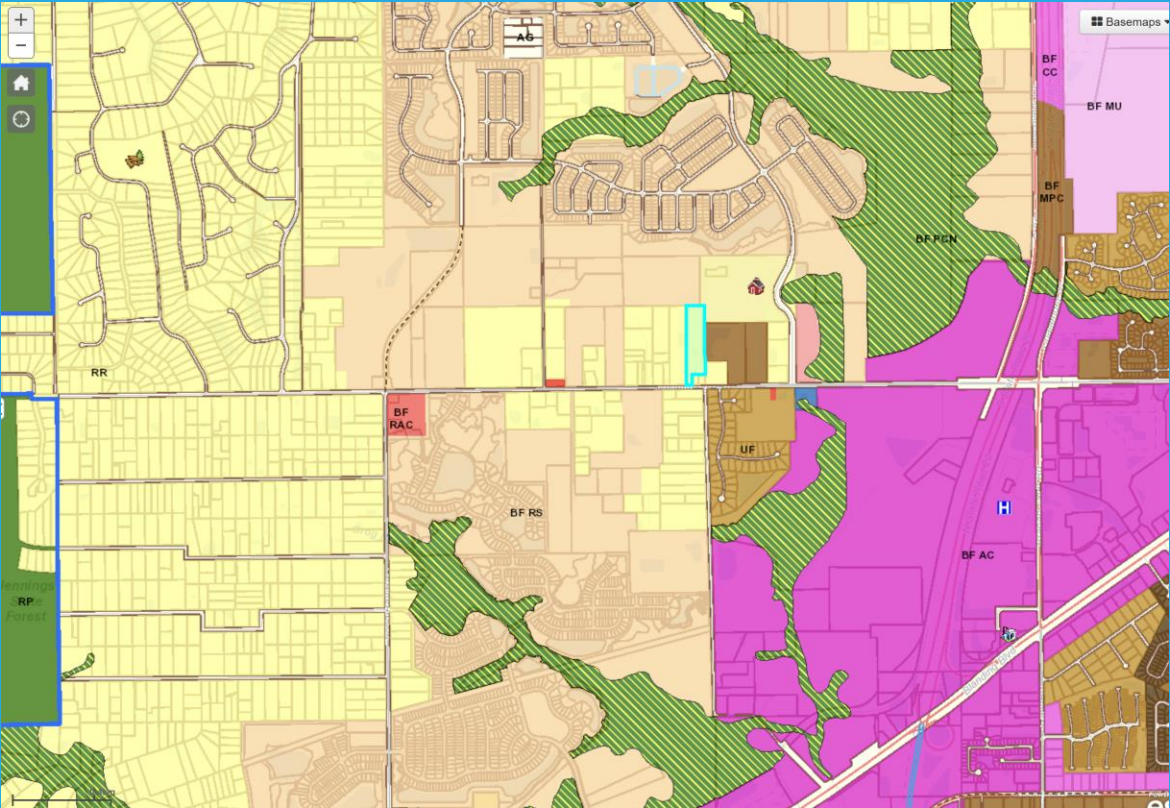


EXISTING ZONING

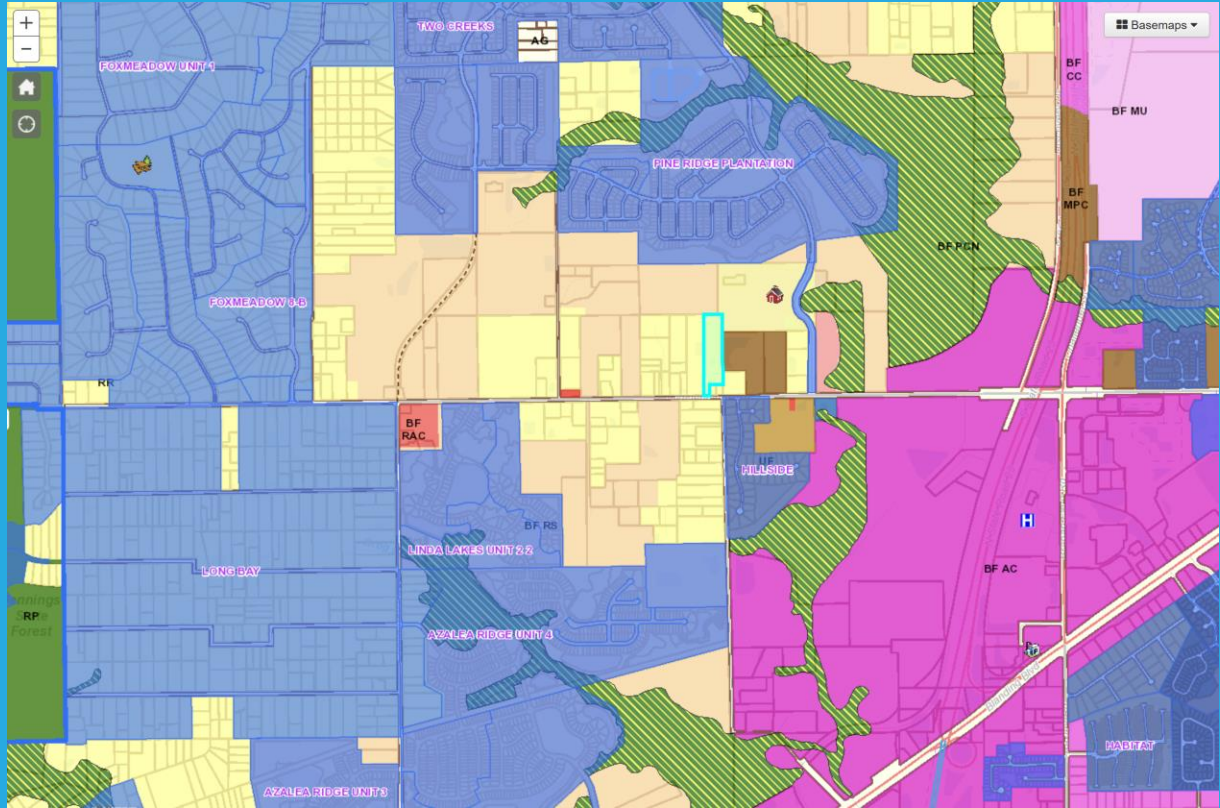




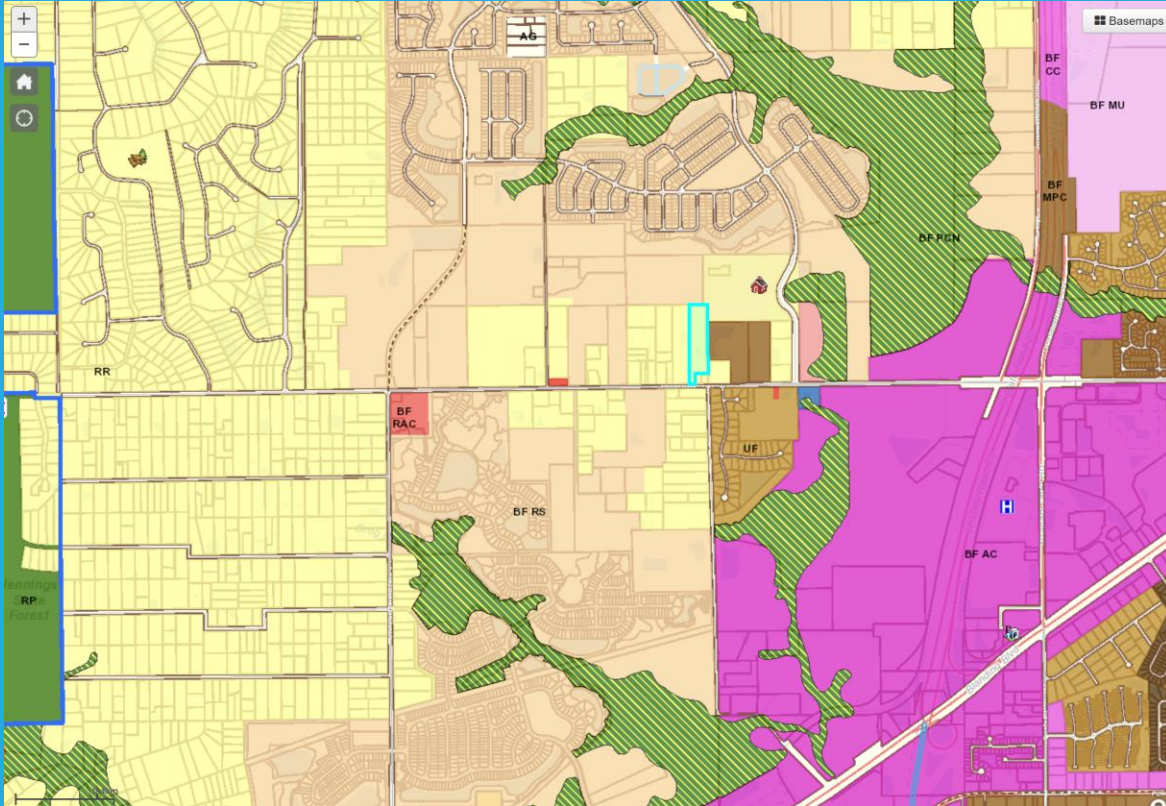
EXISTING LAND USE



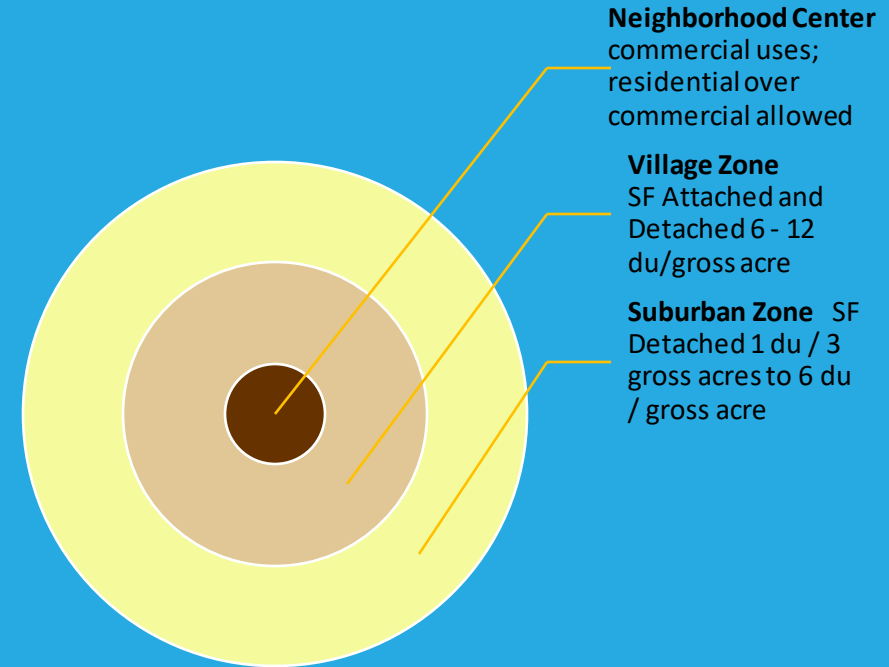
WITH SUBDIVISIONS



EXISTING LAND USE



BF Master Planned Community



“Density will be reduced based on distance from the Neighborhood Centers, BF Community Centers and BF Activity Centers, placing housing with lower densities near conservation areas, and higher densities in close proximity to the centers.”

ANALYSIS

Parcel is located within the Urban Service Area where water and sewer are available or can be extended to the site

Traffic Impacts – Mobility Fees are due at time of development

School concurrency is required

Solid waste capacity is available

Recreation impact fees are due at time of development

Site is not located in a floodway and does not contain any regionally significant habitats

Topography is relatively flat

No historic structures are located within the property

Parcel is not located near Camp Blanding

Land Use		Density/ Intensity
Current	Rural Residential	1 du/5 gross acres;
		1 du/gross acre with density bonus
Proposed	BF MPC	1 du/3 gross acres to 12 du/gross acre

FINDINGS and RECOMMENDATION

The subject parcel is located .4 mile from the Branan Field Activity Center and is immediately adjacent to BF MPC designated land and an elementary school.

This section of the Master Plan is a transition area between the higher density/intensity of the Activity Center at the FCE to the Pre-Branan Field lower density residential neighborhoods and Jennings State Forest to the west. The densities permitted in BF MPC range from 12 du/gross acre to 1 du/3 gross acres enable this transition. The parcel is located within the master plan area and would not constitute urban sprawl.

Staff recommends approval of COMP 24-0001.

The Planning Commission voted 7-1 to recommend approval.

Attachment
“D”
Public Comment Info



BREAKING NEWS: U.S. lands unmanned Odysseus spacecraft on moon, company says

Miami Herald

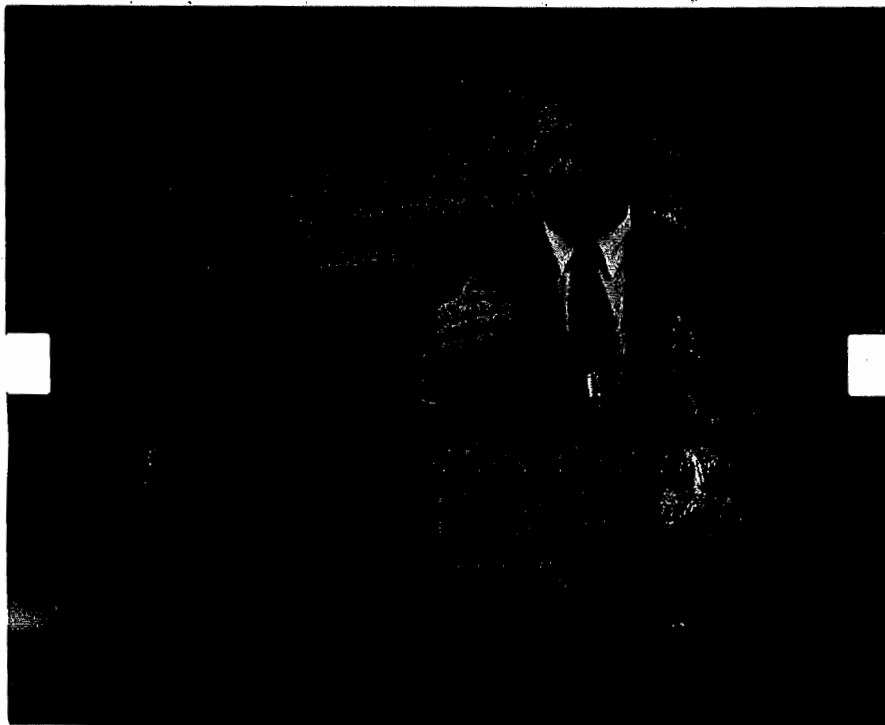
Forcing Florida's homeless into monitored camps is called internment. Are we Germany? | Opinion

Fabiola Santiago

February 6, 2024 • 3 min read



10



1/2

Forcing Florida's homeless into monitored camps is called internment. Are we Germany? | Opinion

José A. Iglesias/jliglesias@elnuevoherald.com

DeSantis doesn't embrace.

Get info without leaving the page.

His latest endorsement: bills advancing in the Florida rounding up the state's homeless and forcing them to live in monitored camps.

A "work in progress," DeSantis on Monday called House Bill 1365 and Senate Bill 1530, which prohibit city and county governments from allowing homeless people to sleep or camp on public property and rights of way. Digging the knife of callousness deeper, the measures allow property owners disturbed by a homeless person's presence to sue the local governments allowing it.

DeSantis casts the legislation as "ensuring public order, ensuring quality of life for residents, ensuring that people's property values are maintained."

But he essentially seems to want to make homelessness illegal.

Touted as "cutting edge," the idea is to keep homeless people far from the view of selfish people offended and threatened by reminders of the plight of the less fortunate.

Where would we dump the homeless in South Florida? In the bug-ridden Everglades?

READ MORE: DeSantis supports push to move homeless people off streets and into monitored camps

Another cruel 'Florida Model'

Lawmakers and the governor are so proud of themselves that they've already branded this misguided way to deal with homelessness "The Florida Model."

But mandating that a class of people exist behind by barbed wire and supervised by authorities in the name of "security" is called internment. It's incarceration as punishment for being destitute.

And, it's despicable — reminiscent of some of the world's worst atrocities.

No, that's not too far of a reach, given recent Florida history.

Legislating against gays, Blacks, women, transgender people and immigrants — unthinkable only a few years ago — is now commonplace in Florida and other extremist red states.

This hyper-focus on reining in people Republicans don't like — to suit the party's far-right agenda — is a way to social-engineer a homogeneous



READ MORE: DeSantis is playing a dangerous game by sending his Florida State Guard to Texas | Opinion

Putting people in camps, a history

How the Holocaust came into being should be seared into our collective consciousness. Genocide didn't happen overnight. It began with the fascist Nazis fostering anti-Jewish sentiment in Germany, then setting up camps and incarceration sites between 1933 and 1945 to hold not only Jews but also gays, political enemies on the left and Roma people.

In other words, Adolf Hitler and his like-minded enablers rounded up all who didn't fit their fantasy of the "Aryan" race. Six million were murdered.

DeSantis' endorsement of isolating and keeping the homeless under surveillance also reminds me of warehousing Japanese-Americans in camps under Democratic President Franklin Delano Roosevelt. The justification: the 1941 attack on Pearl Harbor in the Pacific.

Considered one of the best American presidents in history, Roosevelt apparently didn't see the parallel between his internment of innocent Japanese in the United States with the Nazi camps he was fighting against.

In South Florida, we don't have to go far in history to find another example of people being identified, rounded up and imprisoned.

Homophobic Fidel Castro and his comrade Che Guevara arrested gay men in the 1960s and sent them to infamous UMAP (Military Units to Aid Production) concentration camps. These machistas believed that "a deviation of that nature clashes with the concept we have of what a militant communist should be," as Castro put it.

Castro also shipped to Cuba's camps ordinary dissenters waiting for exit visas, forcing them to work without pay in agriculture. Years later, he dealt with the worldwide AIDS epidemic by forcing HIV-positive people into sanitariums.

South Floridians who fled such persecution should stand up to DeSantis.

The slippery slope to institutionalized human degradation begins with acts of infamy that go unopposed and grows by fostering a culture that demonizes classes of people.

In Florida, the formula is clearly in place.

Public Comment HUD grant spending

From  lallywas@proton.me

☆ 4:36 PM

To cdbg@claycountygov.com



Please record this. Please share my thoughts back to HUD.

This is regarding the HUD grant Called Community Development Block Grant in light of the passage of SB 1365.

I see nothing in the County's plan to spend the HUD money being allocated to help the lowest income members of the community, persons who live upon the street gain housing in this plan.

But the county wants to spend \$45,000 on cleaning up housed communities of blight.

I should ask WHO is considered to be blight in Florida? Or... why doesn't this housed community keep itself tidy if that is all? Has not SB 1365 made the segregate treatment of the whole public illustrated in official ink?

We contribute to all the business revenue that pays the property tax yet are considered unsightly should the weather and sun wear down the things we carry simply to survive. We are told we are an eyesore.

We are told to get a low paying job to compete for not enough affordable units (by the very definition of a housing shortage if any of us took such a space another would be deprived of one yet the least greedy are most blamed among us) however, we are not to sleep or stop moving all night long per SB 1365 at penalty of segregation to what sounds to many a detention camp. Eight hours of walking seven days a week is already over a 40 hour workweek of demanding physical unpaid labor during which we probably didn't have a bathroom break. We are being described by the governor as "Migrants from out of state" as if this explains the failure to treat us as citizens under the constitution.

Yet our taxes are being spent to improve the worn down things of moderate income housed people in Florida. Plus our taxes are being used to improve the quality of life in communities that will take our public benefits revenue as disproportionately elderly and disabled people but won't welcome our presence according to the way the government reasons on paper.

Most actual people in the county are nicer than the government thankfully. I don't envy housed people their homes and businesses but once those satisfied with less are removed the haves will be dealing with those who will demand NOT to be have-nots at all. Who can argue there is no settling for less with the housed public as it would entirely exclude them as members of the community.

Whose quality of life?

Whose segregation is next in Clay County?

And why do the expectations of the activities of rough sleepers in Florida match so closely the description of what trials are legally considered illegal hazing (such as sleep deprivation) in privileged university students?

These are my thoughts. We are a demographic created itself by government policy... but that very government is never satisfied with us, if we suffer it is considered reason enough that we and not the housing shortage need to be erased from the community... if we thrive enough to simply appear to enjoy our lives we are scapegoated as somehow cheating the same system that claims we have no quality of life.

Whose quality of life?

Sincerely,

Legally Domiciled Clay County member

One of many United States citizens advised by the Governor to await a possible domestic migrant detention camp placement, jail cell, or institutionalization next October. Don't blame the so-called 'illegal aliens' for that rather I anticipate the coming Haitian refugees as the arrival of peers and fellows. I hope the lessons they've learned from surviving a failed government help them teach us to avoid a similar fate in the U.S.

For the good of the whole community.

April Fawn Scheller

Sent with Proton Mail secure email.

Vagrants & Beggers in Hitler's Reich

- Wolfgang Amos

any kind. By these means the number of single male claimants without their own household was manipulated downwards from 5,721 in September 1934 to fewer than 1,500 by 1937.³¹ This in fact was what was intended by the whole operation. The authorities paid the Innere Mission one Mark and ten Pfennigs a day for the maintenance of every inmate of the Rickling camp, which was about the same rate as that of their daily benefit in Hamburg, so that millions were ultimately saved by excluding those who refused to go to Rickling from benefits of any kind.³² By the end of 1939, the number of inmates in the camp had [p. 219] declined so sharply as a result of all these measures that the welfare authorities began to think of other uses for it. In late January 1939, therefore, it was decided forcibly to resettle vagrants there.³³ By April 1939 some 90 tramps had already been removed from the Police Shelter in Hamburg and sent to the labour camp at Rickling.³⁴

III

In the first years of the Third Reich, the authorities still differentiated between different categories of homeless. Rather than arresting them all indiscriminately, they concentrated on registering and controlling them. During this period, 'orderly wanderers' were still tolerated, and the hostile attentions of the police were directed above all towards 'disorderly wanderers' or vagrants, who avoided registered accommodation such as the *Herbergen zur Heimat*, itinerant worker centres, and labour colonies, and preferred to stay unofficially in cheap pubs or private accommodation or live in the open. An 'orderly wanderer' was considered as such because he had a Vagrants' Registration Book (*Wanderbuch*) in which a series of rubber-stamp imprints told the story of his overnight stays in approved shelters. These were issued by the itinerants' welfare agencies or the police and had already been in use for decades. They also recorded the granting of benefits in kind, such as shoes and clothing. Long before all citizens were obliged to carry identity cards, they enabled the police to keep check on the wanderings and overnight stays of the homeless. For the itinerants they offered protection against arrest for vagrancy. Before the Third Reich, however, there was no obligation on itinerants to carry one, despite the pressure exerted in this direction by the welfare agencies, above all since 1929.³⁵

³¹ StA Hbg, SB I, VG 54.36; Jahresbericht der Abteilung VIII für das Jahr 1936, pp. 2-3.

³² Ibid., EF 61.16, 17 September 1934.

³³ Ibid., VG 23.01, Niederschrift über die 39. Amtsleitersitzung am 26. Januar 1939, p. 509.

³⁴ Ibid., AW 60.33, 18 April 1939, 2 February 1939.

³⁵ Cf. 'Tagung der drei Wanderfürsorgeverbände am 28. und 29. Mai 1929 in Bonn', *Der Wanderer*, vol. 46, no.8 (1929).

Thompson's...
*The South makes sleeping a crime. The north holds mass funerals every year because the winter sweeps are not always survived... And the shelter even the segregated shelter is inadequate. As hate becomes organized social welfare is being influenced to criminalize poverty in old ways by old reasoning. This town has a lot of heart. Use it to remain whole.

Attachment
“E”
Planning District Map

Northeast Clay

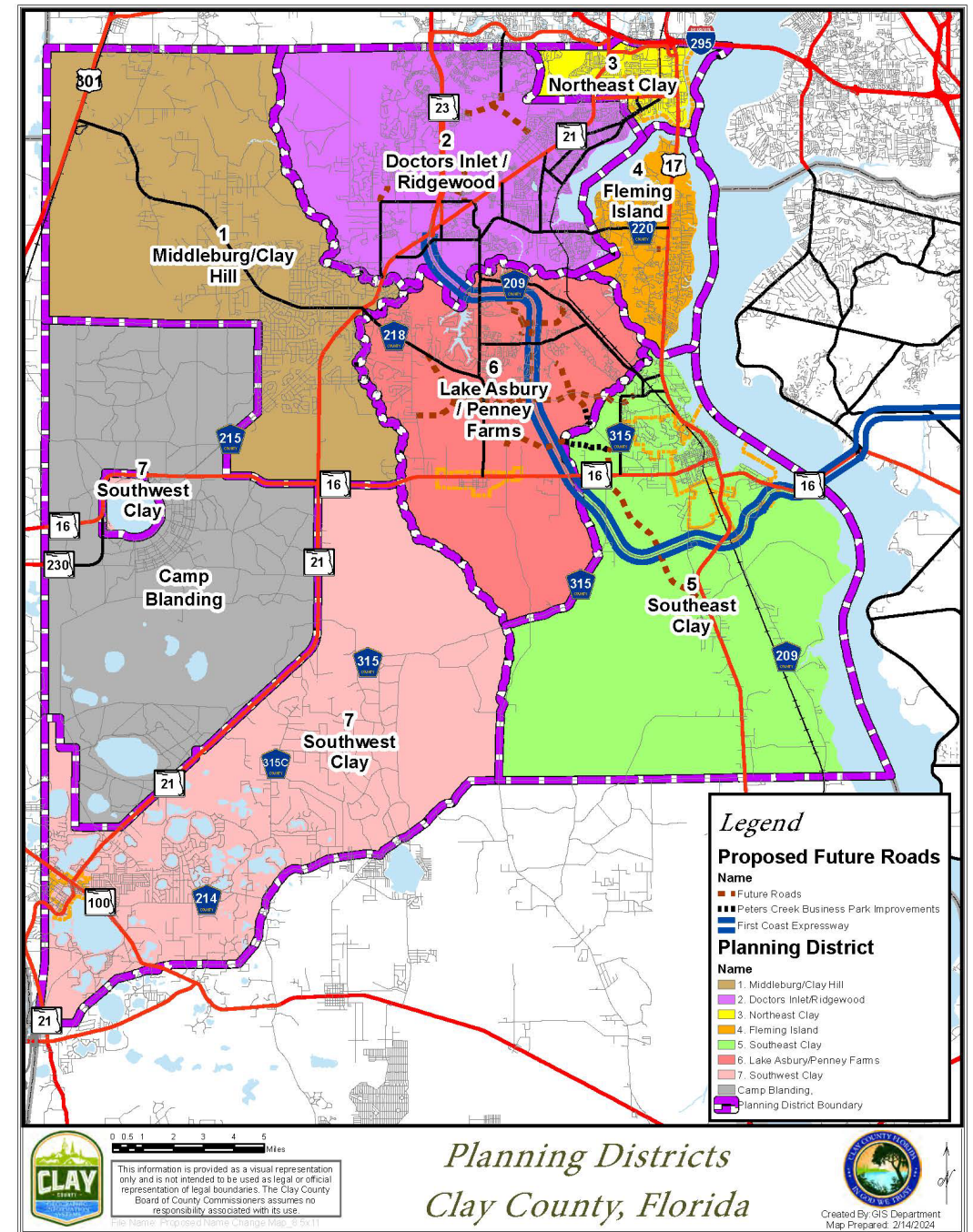
- Gateway District

Southwest Clay

- Gold Head District
- Lakes District

Southeast Clay

- Bayard District
- Springs District





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 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	4/1/2024 - 4:19 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County
Commissioners

DATE: 2/28/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
School Concurrency Proportionate Share Mitigation Agmt.-Baxley Villas	Agreement/Contract	4/4/2024	School_Concurrency_Proportionate_Share_Mitigation_Agreement_(Baxley_Villas)ada-1.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/2/2024 - 4:01 PM	Item Pushed to Agenda

SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT
(Baxley Villas)

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT (“Agreement”) is made by and among **CLAY COUNTY, FLORIDA** a political subdivision of the state of Florida, whose address is 477 Houston Street, Green Cove Springs, Florida 32043 (the “**County**”); **CLAY COUNTY DISTRICT SCHOOLS**, a body corporate and political subdivision of the State of Florida, whose address is 900 Walnut Street, Green Cove Springs, Florida 32043 (hereinafter referred to as “**School District**”); and **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, whose address is 14785 Old St. Augustine Road, Suite 300, Jacksonville, Florida 32258 (hereinafter referred to as the “**Developer**”).

RECITALS:

WHEREAS, Developer is the contract purchaser of that certain tract of land being approximately 6.8 acres located in unincorporated Clay County, Florida, being a portion of Clay County Parcel Identification No. 06-05-25009028-000-00 and 31-04-25-008092-002-00 as more particularly described on **Exhibit “A”** attached hereto incorporated herein by this reference (the “**Property**”). The location of the Property described in **Exhibit “A”** is illustrated with a map appearing in **Exhibit “B”**; and further described in the School Concurrency Reservation Certificate Application No. 20230000012; and

WHEREAS, the Applicant has submitted an application for a development proposal seeking approval to develop a maximum of seventy-two (72) single-family residential dwelling units on the Property, hereinafter referred to as the “**Development Proposal**”; and

WHEREAS, the Property currently contains three dwellings which will be removed with the Development Proposal; and

WHEREAS, the Development Proposal is projected to generate a net increase of eighteen (18) public school students based on the school concurrency determination letter issued by the School District, after crediting one (1) public school student from the existing three dwellings; and

WHEREAS, the County and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards (“**Level of Service**” and “**Level of Service Standards**”) consistent with the terms of the current Interlocal Agreement for Coordinated Planning, Public Educational Facility Siting and Review and School Concurrency in Clay County between the School District, the Clay County Board of County Commissioners and the local governments (the “**Interlocal Agreement**”), and the public school facilities and capital improvement elements of the respective comprehensive plans (individually, “**Element**”; plural, “**Elements**”); and

WHEREAS, at the time of this Agreement, adequate junior high and high school capacity is available to accommodate the junior high and high school students the Development Proposal is anticipated to generate by the Development Proposal; and

WHEREAS, at the adopted Level of Service standards, (i) adequate school capacity is not available for the net increase of eighteen (18) elementary students generated by the Development Proposal at the Level of Service Standard within the school concurrency services area or areas (“**Concurrency Service Area**”; “**Concurrency Service Areas**”) in which the Development Proposal is located, to accommodate the projected increase in public school students that the Development Proposal will generate; (ii) the needed elementary school capacity for the applicable Concurrency Service Area or Concurrency Service Areas within which the Development Proposal is located is also not available in any contiguous Concurrency Service Areas; and (iii) available elementary school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in one or more applicable Concurrency Service Areas, or will exacerbate existing deficiencies in Level of Service; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant’s execution of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by these new residential dwelling units (“**Proportionate Share Mitigation**”); and

WHEREAS, the Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy public school concurrency is payment of Proportionate Share Mitigation in the amount of **\$613,830.42 for the Development Proposal, or \$8,525.42 per dwelling unit**, as more specifically depicted or described herein; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which the Developer shall pay funds as Proportionate Share Mitigation for the Property impacts on K-12 educational facilities under control of the School District.

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **PARTIES.** The County, the School District and the Developer shall be collectively referred to as the “**Parties.**”

3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by the Developer to provide Proportionate Share

Mitigation for the new residential dwelling units sought to be approved by County in the Development Proposal for the Property.

4. **PROPORTIONATE SHARE MITIGATION.** The Parties agree that the payment of Proportionate Share Mitigation in the total amount of **\$613,830.42** for the Development Proposal, or **\$8,525.42** per dwelling unit, is an appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas. Upon the final execution of this Agreement, the School District shall issue a revised School Concurrency Determination showing adequate mitigation. The duration and effect of this School Concurrency Determination shall be in accordance with the Interlocal Agreement and the Public School Facilities Element. However, in no event shall this School Concurrency Determination, or any capacity reservation based on this Determination, continue to be effective if the Developer fails to perform its obligations under this Agreement. Conversely, once the Developer has completely performed its obligations under this Agreement, the Developer shall be entitled to rely on the School Concurrency Determination and capacity reservation to the extent of the capacity provided by the Proportionate Share Mitigation and once the Developer has completely performed its obligations under this Agreement, such right of reliance shall survive the expiration of this Agreement.

5. **TIMING.** The Parties agree that the Proportionate Share Mitigation shall occur at the time of, and be a condition for the issue by County of, final plat approval for each lot within the Property. For example, if a plat contains 10 lots, the Developer shall pay **\$85,254.20 (10 lots times \$8,525.42 per lot)** in Proportionate Share Mitigation prior to the County's approval of such plat. Each payment shall be made directly to the School District.

6. **PHASING.** The Developer agrees it shall make every effort to adhere to the phasing schedule attached hereto as "**Exhibit C**" as incorporated herein by this reference. The Developer agrees that it will provide the specific dates that vertical construction will begin and end for each phase of the development. The Developer will notify the School District Designee if changes to the phasing schedule occur, and such phasing schedule changes shall be at the discretion of the Developer.

7. **IMPACT FEE CREDIT.** As consideration for the Developer's Proportionate Share Mitigation specified herein, the Parties agree that the County shall provide a credit of **\$613,830.42** for the Development Proposal, or **\$8,525.42** per dwelling unit, toward any school impact fee or exaction imposed by ordinance of Clay County for the same need. Should the school impact fee or exaction be greater than the above-described credit, the Developer shall pay the difference at the time school impact fees are due. Should the school impact fee or exaction be less, the Developer shall not be entitled to the use of any excess credits. Alternately stated, the per unit credit cannot exceed the amount of impact fee at the time the voucher is presented/relinquished. The Developer shall provide a school impact fee voucher substantially in the form of "**Exhibit D**" to the County, at the time of impact fee payment. Should school impact fees be prepaid in order to extend the Final Certificate of Concurrency, any remaining balance due on the Proportionate Share Mitigation shall be paid at the time of final subdivision approval. Provided, however, nothing in this Agreement shall be deemed to require the County to continue to levy or collect School Impact Fees, or, if levied, to levy them for any certain amount.

8. **SCHOOL CAPACITY IMPROVEMENT.** The School District agrees to apply the Proportionate Share Mitigation contributed by the Developer toward a school capacity improvement which will be added to the planned capital improvements in the Five Year District Facilities Work Plan at the time of its next annual update, and which satisfies the demands created by the Development Proposal in accordance with this Agreement.

9. **NO GUARANTEE OF LAND USE/ZONING.** Nothing in this Agreement shall require the County to approve any Land Use Amendment or Rezoning application associated with the Property.

10. **EFFECTIVE DATE.** This Agreement shall become effective on the date it is recorded in the Public Records of Clay County, Florida (the "**Effective Date**"). If this Agreement is not executed by the Developer and delivered to the County within thirty (30) days after the latter of County or School District approval of this Agreement, this Agreement shall become void.

11. **TERM.** This Agreement shall expire upon the Parties' completion of their performance of all obligations herein.

12. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes.

13. **NOTICES.** Whenever any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice:

TO THE COUNTY:

Howard Wanamaker
County Manager, Clay County
477 Houston Street
Green Cove Springs, Florida 32043

WITH COPIES TO:

Courtney Grimm
County Attorney, Clay County
477 Houston Street
Green Cove Springs, Florida 32043

FOR SCHOOL DISTRICT:

Lance Addison
Coordinator of Planning and Intergovernmental
Affairs
Clay County District Schools
900 Walnut Street
Green Cove Springs, Florida 32043

FOR DEVELOPER:

Forestar (USA) Real Estate Group Inc.
14785 Old St. Augustine Road, Suite 300,
Jacksonville, Florida 32258
(904) 436-4003
HeatherAllen@forestar.com

WITH COPIES TO:

Thomas Ingram
Attorney | SODL & INGRAM PLLC
1617 San Marco Boulevard, Jacksonville, FL
32207
904.612.9179
thomas.ingram@si-law.com

14. **RELEASE**. Upon the performance of all obligations of all Parties hereto, the School District shall release the Developer from this Agreement, and the Developer shall release the School District and the County from any and all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Developer's expense in the Official Records of Clay County, Florida, evidencing such performance.

15. **DEFAULT**. If any party to this Agreement materially defaults under the terms hereof, then the County shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the Developer of the property described herein fail to timely cure a default in meeting its obligations set forth herein, its Concurrence certificate, issued based upon payment and/or performance hereunder, shall be voided and that Developer and the property described herein shall lose their right to concurrency under this Agreement and their right to School Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless the agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should the County or School District fail to timely cure a default in meeting their obligations set forth herein, Developer may seek any and all remedies available to it in law or equity.

16. **VENUE; CHOICE OF LAW**. Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Clay County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.

17. **CAPTIONS and PARAGRAPH HEADINGS**. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

18. **NO WAIVER**. No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver

shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

19. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

20. **FURTHER ASSURANCES.** The Parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

21. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the Parties to this Agreement.

22. **ASSIGNMENT.** This Agreement runs with the land. The Developer may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the Parties. At the election of the School District, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

23. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made for the sole benefit and protection of the parties, their successors and assigns, and no other persons shall have any right of action hereunder.

24. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

25. **RECORDING OF THIS AGREEMENT.** The Developer shall record this Agreement, at its expense, within fourteen (14) days after full execution, in the Clay County Public Records. Time is of the essence in the recording, and failure to timely record shall render this Agreement void.

26. **MERGER CLAUSE.** This Agreement sets forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

27. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates above each signature:

CLAY COUNTY, through its COUNTY COMMISSION, signing by and through its Chair, authorized to execute same by Commission action on this _____ day of _____, 2024.

The SCHOOL DISTRICT OF CLAY COUNTY, signing by and through its Chair, authorized to execute same by District action on this ____ day of _____, 2024.

The DEVELOPER signing by _____ its _____ duly authorized to execute same, on this __ day of _____, 2024.

COUNTY

Passed and Duly Adopted by the Clay County Board of County Commissioners this ____
day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

By: _____
Jim Renninger, Its Chairman

ATTEST:

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

SCHOOL DISTRICT

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2024.

WITNESSES

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

Print Name: _____

Print Name: _____

Ashley Gilhousen, Chair

ATTEST:

David Broskie, Superintendent of Schools

DEVELOPER

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2024.

WITNESSES

DEVELOPER

Print Name: _____

**FORESTAR (USA) REAL ESTATE
GROUP INC.**, a Delaware corporation,
whose address is 14785 Old St. Augustine
Road, Suite 300, Jacksonville, Florida
32258

Print Name: _____

By: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization on this day ____ of _____, 2024, who acknowledged that he/she signed the foregoing Resolution as his/her free and voluntary act, who is (check one) * personally known to me or * has produced a valid driver's license as identification.

Notary Public

Name: _____

Commission Expires: _____

Exhibit A

A PART OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 25 EAST AND A PART OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 25 EAST, BOTH IN CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 6 WITH THE WEST RIGHT-OF-WAY LINE OF BAXLEY ROAD (AN 80-FOOT RIGHT-OF-WAY); THENCE SOUTH 00°00'30" EAST, DEPARTING SAID NORTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'30" EAST, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 347.90 FEET TO THE NORTHEAST CORNER OF BAXLEY HIDEAWAY, AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 37, PAGES 25 THROUGH 29 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY LINE OF SAID BAXLEY HIDEAWAY THE FOLLOWING THREE (3) COURSES; COURSE ONE (1): SOUTH 89°33'30" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 624.00 FEET; COURSE TWO (2): NORTH 00°00'30" WEST, A DISTANCE OF 208.00 FEET; COURSE THREE (3): SOUTH 89°33'30" WEST, A DISTANCE OF 234.91 FEET; THENCE NORTH 00°21'55" WEST, DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 200.07 FEET TO A POINT ON SAID NORTH LINE OF SECTION 6; THENCE NORTH 89°33'53" EAST, ALONG LAST SAID NORTH LINE, A DISTANCE OF 230.50 FEET; THENCE NORTH 00°23'59" WEST, DEPARTING LAST SAID NORTH LINE AND ALONG THE SOUTHERLY PROJECTION OF THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3727, PAGE 2105 OF SAID PUBLIC RECORDS AND THE EAST LINE OF LAST SAID LANDS, A DISTANCE OF 119.43 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1378, PAGE 1051 OF SAID PUBLIC RECORDS; THENCE NORTH 89°41'55" EAST, ALONG THE SOUTH LINE OF LAST SAID LANDS, A DISTANCE OF 179.40 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4171, PAGE 319 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°26'57" EAST, ALONG THE WEST LINE OF LAST SAID LANDS, A DISTANCE OF 119.01 FEET TO A POINT ON SAID NORTH LINE OF SECTION 6; THENCE SOUTH 00°13'40" EAST, DEPARTING LAST SAID NORTH LINE, A DISTANCE OF 59.91 FEET; THENCE NORTH 89°35'10" EAST, ALONG THE SOUTH LINE OF LAST SAID LANDS, A DISTANCE OF 449.92 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 6.80 ACRES, MORE OR LESS.

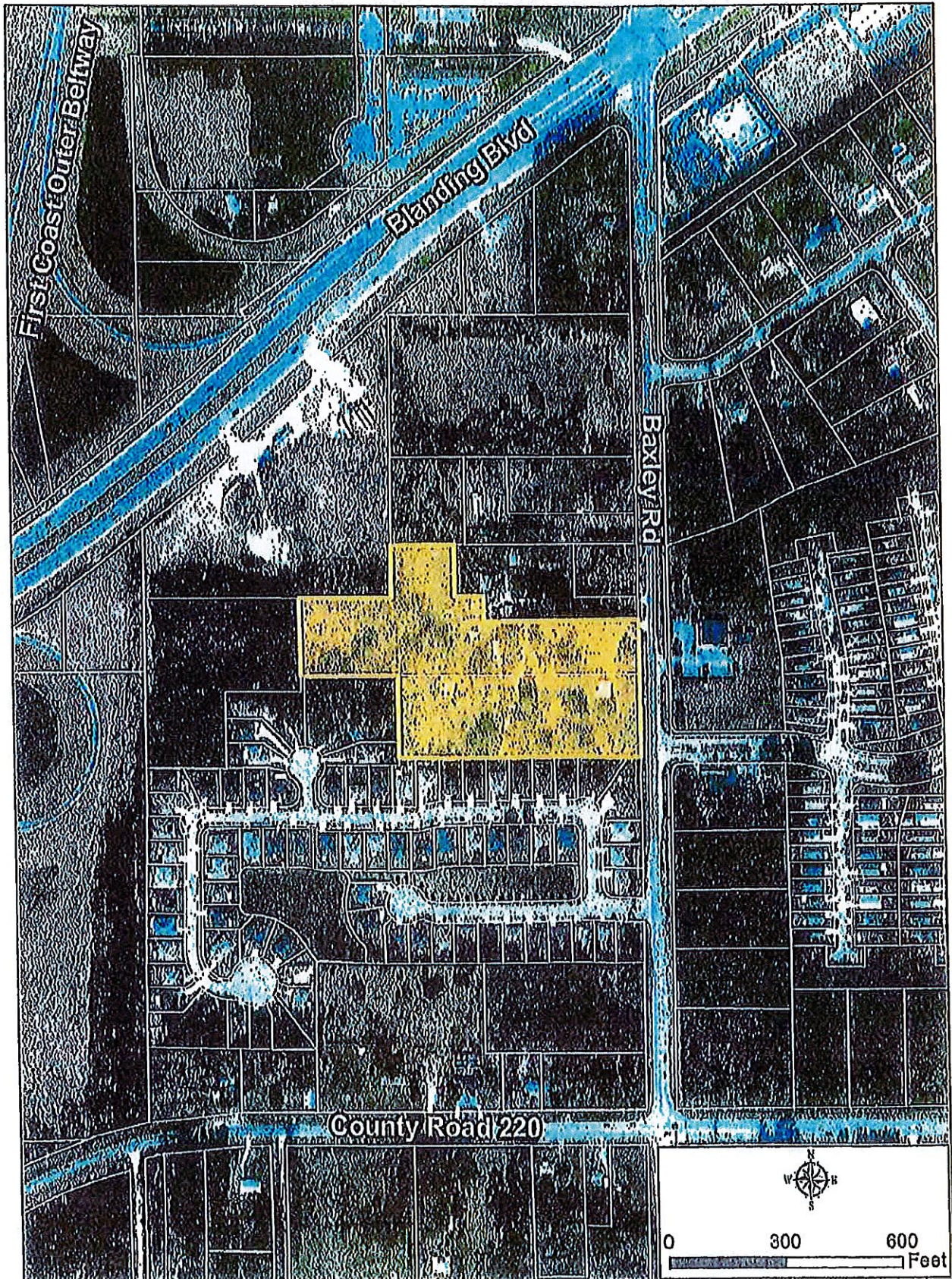


Exhibit C

Baxley Villas Estimated Phasing Schedule- One Phase

2023	Construction Plan Approval
2023/2024	Construction Commencement
2025/2026	Construction Completion/Platting

Exhibit "D"

Voucher # _____

Impact Fee Voucher

(Development Name)

1. Name and address of Developer/Grantor: Forestar (USA) Real Estate Group Inc.
2. Name and address of Grantee: _____
3. Legal description of subject property: See attached Exhibit "A"
4. Subdivision or Master Development Plan name: Baxley Villas

The undersigned Developer/Grantor confirms that it has received from _____ on _____, 202__ funds sufficient for the following impact fees required under the applicable School Impact Fee Ordinance, as amended, as indicated below. Developer/Grantor gives notice to Clay County, Florida that the following sums should be deducted from the applicable Impact Fee Credit account of the Developer/Grantor.

_____ Schools

In the amount of \$ _____

By: _____

Print: _____

Its: _____



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of the First Amendment to Agreement No. 2022/2023-93 with England-Thims & Miller, Inc. for General Engineering Consulting Services for the Design of Radar Road Improvements from SR-17 to Town Center Blvd for Phase 2 of the Project in the amount of \$676,585.77. The project schedule is outlined in the Agreement.

Funding Source:

Impact Fee District 3 Fund - Radar Road US17 to Town Center Boulevard - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

England-Thims & Miller, Inc. (ETM) completed Phase 1 (30% design), and provided the County with alternate design options for the improvements for Radar Road. After review, the County has chosen the most beneficial and cost-effective design to complete the Radar Road project which includes a new two-lane roadway with a sidewalk on the south side, a shared use path on the north side of the roadway, on-street parking, and widening the round-a-bout to two lanes. The deadlines for Phase 2 services through the bid assistance phase are as follows:

- a. 60% design submitted – 07/26/2024
- b. 90% design submitted – 10/11/2024
- c. Final/100% final plans submitted – 12/20/2024
- d. Preparation of the bid package and specifications – 12/20/2024
- e. Permitting complete – 3/14/2025
- f. Bidding phase assistance (Q&A, bid tabulation, recommendation) - beginning approximately 3/21/2025.

If Yes, Was the item budgeted

Is Funding Required (Yes/No): (Yes/No/N/A):
Yes **Yes**

Funding Source:

Impact Fee District 3 Fund - Radar Road US17 to Town Center Boulevard - Infrastructure

Account No:

FD3001 - CC1231 - PRJ100282 - SC563000

Sole Source (Yes/No): Advanced Payment
No (Yes/No):
 No

Planning Requirements:

Public Hearing Required (Yes/No):
No

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_Radar Road	Cover Memo	4/4/2024	Radar_Road_Improvements_Design_-_Phase_2-_updatedada-1.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	4/2/2024 - 4:02 PM	Item Pushed to Agenda

Clay County Agreement/Contract No. 2022/2023-93 AM1

**FIRST AMENDMENT TO AGREEMENT FOR GENERAL ENGINEERING
CONSULTING SERVICES FOR THE DESIGN OF RADAR
ROAD IMPROVEMENTS FROM SR-17 TO TOWN CENTER BLVD
[PHASE 2]**

First Amendment to Agreement for General Engineering Consulting Services for the Design of Radar Road Improvements from SR-17 to Town Center Blvd (“First Amendment”) is entered into as of the ____ day of April, 2024 (“Effective Date”) between England-Thims & Miller, Inc., a Florida Profit Corporation (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the County previously awarded Request for Qualifications, RFQ No. 21/22-67 (“RFQ”) to the Consultant in relation to the design of Radar Road from Town Center Blvd to US-17 in Clay County, Florida; and

WHEREAS, on January 24, 2023, the County and the Consultant entered into the Agreement for General Engineering Consulting Services for the Design of Radar Road Improvements from SR-17 to Town Center Blvd, Clay County Agreement/Contract No. 2022/2023-93, attached hereto as **Exhibit 1** and incorporated herein (the “Agreement”), wherein the Consultant agreed to provide professional engineering services for the design of Radar Road from Town Center Blvd to US-17 in Clay County, Florida (the “Project”); and

WHEREAS, the Agreement provides for the Consultant to perform the Services in a phased approach with Phase 1 addressing 30% submittal of the concept plans with the alternative roadway designs and Phase 2 addressing 60%, 90%, and final design submittals based upon the selected alternative alignment; and

WHEREAS, the Consultant has completed the Services associated with Phase 1 and submitted the 30% concept plans to the County for its review; and

WHEREAS, in accordance with the Consultant’s report, 30% concept plans, and preliminary drainage evaluation, the design of Radar Road shall consist of a new two-lane roadway with a sidewalk on the south side, a shared use path on the north side of the roadway, and on-street parking as generally shown on the concept plans; and

WHEREAS, in accordance with the Agreement, the Consultant has submitted to the County its scope of services and fee schedule for Phase 2, attached hereto as **Attachment B-2** and incorporated herein, which addresses final design and permitting with submittals at the 60%, 90%, and final design stages in the amount of \$676,585.77 inclusive of post design services, along with its project schedule for Phase 2, attached hereto as **Attachment C-2** and incorporated herein; and

WHEREAS, the Agreement provides that the scope of services, project schedule, and fee schedule for Phase 2 must be mutually agreeable between the County and the Consultant and be made a part of the Agreement by a written amendment; and

WHEREAS, in accordance with the Agreement, the parties desire to enter into this First Amendment to the Agreement to provide for the Consultant's performance of Phase 2 Services of the Project 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 parties agree as follows:

1. Incorporation of Recitals. The Recitals are an integral part of this First Amendment and are incorporated herein by reference.

2. The Consultant's scope of services, fee schedule, and project schedule for Phase 2 attached hereto as **Attachment B-2** and **Attachment C-2** are mutually agreeable between the County and the Consultant. Accordingly, the Agreement is hereby amended as set forth herein to provide for the Consultant's performance of Phase 2 Services for the Project.

3. SECTION 2. SCOPE OF SERVICES of the Agreement is hereby amended to add new provisions 2.10 and 2.11 as follows:

2.10. The scope of services to be performed and provided by the Consultant for Phase 2 of the Project are set forth in the RFQ Scope of Services attached to the Agreement as **Attachment A** and the Consultant's Scope of Services for Final Design and Permitting – Phase 2 attached to the First Amendment to the Agreement as **Attachment B-2**. The Services for Phase 2 of the Project shall include, but not be limited to, final design and permitting with submittals at the 60%, 90%, and final design stages. The Services for Phase 2 of the Project shall also include post design services which will be provided by the Consultant on an as needed basis as requested by the County.

2.11. The Consultant's Project Schedule for Phase 2 is attached hereto as **Attachment C-2**. The Project Schedule for Phase 2 will be maintained by the Consultant with input from the Project Manager. The Project Schedule for Phase 2 may otherwise be updated as necessary, but the Consultant may not make material changes without the Project Manager's prior written concurrence. The approval of the Project Schedule for Phase 2 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. The Consultant is and shall remain responsible for the planning and execution of Services in order to meet the Project milestones and completion dates in accordance with the Project Schedule for Phase 2.

4. SECTION 4. TERM AND TIMELY PERFORMANCE of the Agreement is hereby amended to add new provisions 4.4 and 4.5 as follows:

4.4. The Consultant shall complete the Services associated with Phase 2 in accordance with the Project Schedule for Phase 2 as approved by the Project Manager. Such Project Schedule provides for the following milestones and completion dates:

- a. 60% design submitted – 07/26/2024
- b. 90% design submitted – 10/11/2024
- c. Final/100% final plans submitted – 12/20/2024
- d. Preparation of the bid package and specifications – 12/20/2024
- e. Permitting complete – 3/14/2025
- f. Bidding phase assistance (Q&A, bid tabulation, recommendation) - beginning approximately 3/21/2025
- g. Anticipated construction start date – 5/23/2025

4.5. The Consultant may continue to provide post design services through the construction close-out/final inspection for the work associated with the Project on an as needed basis as requested by the County.

5. SECTION 6. PAYMENT FOR SERVICES of the Agreement is hereby amended to add new provisions 6.3 and 6.4 as follows:

6.3. The County agrees to pay the Consultant for the Services performed for Phase 2 of the Project in accordance with the terms of this Agreement **in the total amount of \$676,585.77**. This amount includes the Services and any post design services performed by the Consultant and its subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Consultant's performance of the Services associated with Phase 2 of the Project.

6.4. The total amount associated with Phase 2 of the Project includes both lump sum amounts and budget/not to exceed amounts which have been allocated by the Consultant into tasks as set forth in the fee schedule at **Attachment B-2**. Payments will be made by the County to the Consultant for all Services actually, timely and satisfactorily rendered, in monthly increments based on percentage of completion upon presentation of an Invoice submitted in accordance with Section 7.

6. Provision 7.2 under SECTION 7. PAYMENT PROCEDURES of the Agreement is hereby amended as follows:

7.2. The Consultant shall submit an Invoice to the Paying Agent no more than once per month based on the amount of Services done or completed for the Project. The amount of the monthly payment shall be the total value of the Services rendered for the Project to the date of the Invoice, based on the lump sum amounts set forth in **Attachment B** and **Attachment B-2**, less requests previously submitted and payments made.

7. Provision 40.1 under SECTION 40 ATTACHMENTS of the Agreement is hereby amended as follows:

40.1. All attachments to this Agreement are incorporated by reference as if set out fully herein:

Attachment A	RFQ Scope of Services
Attachment B	Consultant's Scope of Services for Preliminary Design – Phase 1
Attachment B-2	Consultant's Scope of Services for Final Design and Permitting – Phase 2
Attachment C	Project Schedule – Phase 1
Attachment C-2	Project Schedule – Phase 2

8. Conforming Changes. All provisions in the Agreement, and any amendments, attachments, schedules or exhibits thereto in conflict with this First Amendment shall be and hereby are changed to conform to this First Amendment.

9. Ratification of Agreement. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this First Amendment are incorporated herein and shall remain in full force and effect.

10. Severability. If any provision hereto is in conflict with any applicable law or statute or is otherwise unenforceable, then such provisions shall be deemed null and void to the extent of such conflict and shall be deemed severable, without invalidating any other provision of this First Amendment.

11. Counterparts. This First Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

12. Entire Agreement. This First Amendment, together with the Agreement, as it may be amended from time to time, constitutes the entire agreement between the parties relating to the subject matter hereof.

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

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ENGLAND-THIMS & MILLER, 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

F:\Contract\engineering\Radars Road Improvements Design - Phase 2.docx

**ATTACHMENT B-2
CONSULTANT'S SCOPE OF
SERVICES FOR FINAL
DESIGN AND
PERMITTING – PHASE 2**

**SCOPE OF SERVICES
FOR FINAL DESIGN AND PERMITTING
AMENDMENT #1 – FINAL DESIGN**

RADAR ROAD IMPROVEMENTS

CLAY COUNTY, FLORIDA

March 25, 2024

I. SCOPE OF THE PROJECT

The design of Radar Road Improvements project consists of a new roadway alignment including existing and proposed stormwater conveyance and treatment facilities, roadway drainage, utility coordination, and new traffic signals. The limits of the project are from Town Center Boulevard to US-17.

Under the original project authorization, a Roadway Report including a preferred preliminary alignment was prepared, along with a preliminary drainage evaluation that identified stormwater treatment facilities for the project. Based on the results of those preliminary documents, the design of Radar Road shall consist of a new two-lane roadway with sidewalk on the south side, a shared use path on the north side of the roadway, and will include on-street parking as generally shown on the concept plans.

This amendment includes the final design and permitting with submittals at the 60%, 90% and final completion stages.

This scope of services will include final engineering design, survey, geotechnical exploration and testing, SJRWMD, FDEP, FDOT and Clay County coordination / permitting.

Task – Project General and Project Common Tasks

This task consists of project general / common tasks including: Contract Maintenance and Specifications Package Preparation. Specific Tasks include:

Specifications Package Preparation

This task includes the time for assembling the Specifications Package. Specifications Preparation will begin at the 90% Design Phase.

Contract Maintenance and EDMS

Includes project management efforts for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports, schedule updates and compilation and submittal of project documentation.

Prime Consultant Project Manager Meetings

Includes only Project Manager staff hours for phase review, progress review, miscellaneous review meetings, and other design activities meetings, including any travel time. Meetings required for other staff for each Activity are included in the meetings section for that specific Activity. As indicated in the Fee proposal.

Electronic/Digital Delivery

Includes submitting applicable documents and contract plans in digital format. Electronic Delivery to the County and Permitting agencies including electronic signing and sealing of final documents by each applicable Engineer of Record.

Task - Roadway Analysis

This task consists of the design of geometrics for the project using FDOT and/or Clay County design standards as appropriate. The design elements to be analyzed will include horizontal alignment, vertical alignments, lane widths, turn lane lengths, shoulder widths, cross slopes, cross slope correction (if necessary), lane transitions, and features of intersections. Opinions of the probable project construction cost will be submitted at the 60%, 90% and Final design phases. FDOT reviews and permitting will also be required for the connection at US 17.

Specific Tasks include:

Horizontal /Vertical Master Design Files

All efforts required for establishing the master design files for the horizontal and vertical geometry, drainage structure features, utilities (including conflict location identification and adjustments), etc. This includes all work to create elements showing the alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets.

Traffic Control Analysis

Includes all work necessary to develop a TTCP concept, such as determining the usage of lane closures, traffic pacing, detours, diversions, lane shifts, temporary drainage, temporary signals, and pedestrian TTCP.

Master TCP Design Files

Develop master TTCP files showing each phase of the TTCP. Includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

Roadway Quantities

Includes all work required to determine the roadway quantities preparing the supporting documentation at the 60%, 90%, and Final plan stages.

Roadway Cost Estimate

Preparing roadway cost estimates at the 60%, 90% and Final plan stages.

Field Reviews

Includes travel time for trips to field to obtain data necessary for roadway design.

Technical Meetings

Roadway Meetings with County and/or Agency staff such as pavement design meetings, local governments, etc. Excludes Project Manager hours.

Task – Final Roundabout Design

This task includes the effort required to provide final design to modify the existing single lane roundabout on Town Center Boulevard to a multi-lane roundabout. The roundabout will be designed to FDOT and FHWA NCHRP Report 672 standards.

Task - Roadway Plans

This task consists of the preparation of roadway plans in accordance with County standards. Plans will include:

- Key Sheet
- Typical Sections
- General Notes/Pay Item Notes
- Project Layout
- Plan Sheet
- Profile Sheet
- Intersection Layout Details
- Special Details
- Roadway Soil Survey Sheet
- Cross Sections
- Temporary Traffic Control Plan Sheets
- Temporary Traffic Control Detail Sheets
- Utility Adjustment Sheets
- Erosion Control Plan
- Project Network Control Sheet
- Utility Verification Sheet (SUE Data)

Task - Drainage Analysis

This task consists of a drainage analysis of the stormwater drainage system required for the roadway extension. Design work shall follow the requirements of the respective regulatory agencies. The objective is to design a stormwater collection system for the new 2-lane roadway.

Two detention ponds are anticipated along the Radar Road corridor. Pond site alternatives evaluated along with the 30% plans concluded that the existing Grace Anglican Church pond and an expansion of the existing Library Pond are anticipated to serve the needs of the project. Design of storm drains will be required along the entire length of the project for the anticipated urban typical section.

In the development of the Preliminary Drainage Analysis and in our meetings with the SJRWMD, it was discovered that this project will be required to meet a net improvement standard for nutrients. This will require additional calculations to adhere to the permitting requirements.

Specific Tasks include:

Design of Ditches

Includes the design of modifications to the adjacent ditch and side drain calculations.

Design of Stormwater Management Facility

Includes determining pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, etc.), routing, outlet control structure design. In addition, nutrient calculations will be required by the SJRWMD to meet a net improvement standard.

Design of Storm Drains

This task includes the design of the storm drains anticipated for the length of the project once a preferred alignment is chosen.

Drainage Design Documentation Report

This task is to write and develop the report. Calculations are to be included in the report, however hours to perform calculations are included in the respective analysis task.

Drainage Cost Estimate

Prepare cost estimates for the drainage components at 60%, 90%, and final plan stages.

Field Reviews

Includes travel time for trips to field to obtain data necessary for drainage design.

Technical Meetings

Drainage Meetings with County and/or Agency staff such as pavement design meetings, local governments, etc. Excludes Project Manager hours.

Task – Nutrient Calculations

This task includes the preparation of nutrient calculations for the project as required by the SJRMWD to meet net improvement standards. The east-west outfall ditch along the north side of the proposed Radar Road ultimately drains to the Lower St. Johns Basin, which is currently impaired. It is anticipated that the net improvement standard can be met through a combination of wet detention and stormwater harvesting, and potentially other BMP's as needed to achieve the SJRWMD requirements.

Task - Drainage Plans

This task consists of the preparation of roadway plans in accordance with County standards. Plans will include:

- Drainage Map
- Drainage Structures
- Detention Ponds
- Erosion Control Plan
- SWPPP

Task - Utilities

This task includes coordination of the roadway design with affected utility companies to minimize conflicts. Existing as-built utility information obtained from the utility providers will be shown on the plans. Any utility relocation design shall be the responsibility of the affected utility companies. Specific tasks include:

Utility Design Meeting

The Consultant shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAOs. The Consultant shall be prepared to discuss impacts to existing trees/landscaping and proposed landscaping, drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO.

The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans, including utility adjustment details. Also to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The Consultant shall keep accurate minutes of all meetings and distribute a copy to all attendees.

Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements

Estimate 2 to 4 hours X number of Utility documents for each UAO (for example: schedules, agreements, estimates, red-green-brown marked plans, and based on the number of UAOs, length of the project and complexity of the utility impacts). Review utility marked-up plans and work schedules as they are received for content, and coordinate review with the designer. Send color markups and schedules to the appropriate County offices for review and comment if required by the County. Coordinate with the County for execution. Distribute Executed Final Documents. Prepare Work Order for UAO's if required by the County. Based on documentation received from the UAO, ensure resolution between UWS conflicts and the proposed construction plans/schedule.

Utility Coordination/Follow-up

Lump Sum based on complexity of the project, number of utilities and level of effort anticipated to coordinate with the Utilities (estimate 2 to 24 hours for each Utility). This includes follow-up, interpreting plans, and assisting and the completion of the UAO's work schedule and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. This task can be applied to all phases of the project. The Consultant shall keep accurate minutes of all meetings and distribute a copy to all attendees.

Contract Plans to UAO(s)

This includes transmittal of the contract plans as processed for bidding.

Certification/Close-Out

This includes hours for transmitting utility files (all supporting documentation) to the County and preparation of the Utility Certification Letter. The Consultant shall certify to the appropriate Department representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions (TSP) and Modified Special Provisions (MSP) written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

Task – Permitting (SJRWMD, FDEP, FDOT)

This task includes environmental services along the project corridor and providing assistance with an ERP and FDEP application. Services also include coordination with SJRWMD and FDEP and environmental responses to requests for information (RFI). An FDOT Connection Permit and FDOT Drainage Permit are also anticipated. Specific Tasks include:

Complete and Submit All Required SJRWMD & FDEP Applications

Includes completion of application, relevant minor attachments, and cover letter with project description as well as completion of applicable forms as required. Includes response to agency Requests for Additional Information (RAIs), including necessary revisions to applicable attachments.

FDOT Permitting

Once the ICE analysis is completed and approved it is anticipated that FDOT will require separate Access, and Drainage permits for the connection, to be processed through their One Stop Permitting (OSP) module.

Technical Meetings

Engineering Meetings with County and/or Agency staff.

Task - Signing and Pavement Markings Analysis

This task includes the design of pavement markings and roadside signage as required for the project improvements. The design and plans shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), Clay County and FDOT standards, as appropriate. Specific Tasks include:

Signing and Pavement Marking Reference and Master Design File

Develop master design file showing all signing and pavement markings. Includes all work necessary to create the master design file and design the signing and pavement markings.

Sign Panel Design Analysis

Establish sign layout, text sizes and run sign design software. (Based on number of proposed signs)

Signing and Pavement Markings Quantities

Includes all work required to determine the Signing and Pavement Markings quantities and prepare the supporting documentation 60%, 90%, and Final plan stages.

Signing and Pavement Markings Cost Estimate

Preparing an initial Signing and Pavement Markings cost estimate at 60%, 90%, and Final plan stages.

Task - Signing and Pavement Markings Plans

This task consists of the preparation of Signing and Pavement Markings plans in accordance with County standards. Plans will include:

General Notes/Pay Item Notes
Signing and Pavement Markings Plan Sheets
Guide Sign Worksheet(s)

Task – Traffic Signalization Analysis

This task includes the design of new traffic signals at Town Center Boulevard and US 17. The design and plans shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), FDOT, and Clay County standards. Specific tasks include:

Traffic Data Analysis

Includes determining signal operation plan, intersection geometry, local signal timings, pre-emption phasing and timings, forecasting traffic, intersection analysis run, etc. per intersection.

System Timings

Includes analyzing counts to determine proper coordination timing plans including splits, force offs, offsets and preparation of Time Space Diagrams. Report not included.

Reference and Master Signalization Design File

All efforts required per intersection for establishing the signal master design file to include reference files of topo, r/w, roadway, pavement markings, utilities files, etc. Includes the design and layout of proposed signal heads, loops, pedestrian signals, conduit, pull boxes, and service points, etc. Also includes proposed call outs, pay item numbers, loop detector chart, controller timing chart, signal/ pedestrian head details, sign details, controller notes, and signal operating plan, etc.

Reference and Master Interconnect Communication Design File

All efforts required for establishing the signal interconnect master design file to include reference files of topo, r/w, roadway, utilities files etc. Includes design and layout of proposed signal interconnect conduit, signal cabinet, pull boxes, etc.

Traffic Signal Operation Report

All effort to develop full traffic signal report.

Traffic Signal Quantities

Includes all work required to determine the Signal quantities preparing the supporting documentation at 60%, 90%, and final plan stages.

Traffic Signal Cost Estimate

Preparing an initial Signal cost estimate at 60%, 90%, and final plan stages.

Technical Special Provisions

Development or incorporation of a Technical Special Provision (TSP) or Modified Special Provision (MSP) for the project

Other Signalization Analysis

Luminaires anticipated to be added to the top of each mast arm. Includes coordination with FDOT and inclusion of details in the plans. Excludes photometric analysis if required by FDOT, which would require separate roadway analysis and lighting plans.

Task – Traffic Signalization Plans

This task consists of the preparation of Traffic Signalization Plans in accordance with County standards. Plans will include:

- Tabulation of Quantities
- General Notes/Pay Item Notes
- Signal Plan Sheets
- Mast Arm Tabulation Sheet
- Temporary Detection Sheet

Task – 3D Modeling / Cross Section Design

A 3D Design model will be prepared to include existing features (pavement, shoulders, sidewalk, curb/gutter, utilities, drainage, and proposed corridor(s)). This task includes all effort to model roadway pavement, curb

and gutter, sidewalks, shoulders up to two (2) tie-down conditions such as cut/fill slope, retaining wall, MSE wall or Gravity wall.

Cross Sections for the roadway will be developed utilizing the 3D Design model. Includes the work required to establish and utilize intelligent/automated methods for creating cross sections including determining the locations for which all cross sections will be shown, creating pattern line file, *.dat file, 3D model referencing, cross section *.dgn files, cross section refinement, placement of utilities and drainage, soil boxes, R/W lines, earthwork calculations, etc.

Task – Landscaping and Irrigation Design

This task includes the preparation of a code compliant landscape design package for the project consistent with the Clay County Land Development Code. This design package includes the design of code required landscape elements such as street trees, site canopy requirements and an automatic irrigation system including an irrigation pump station required for the site. Irrigation plans and specifications will provide a connection point for the existing Thunderbolt park. It is anticipated that the existing irrigation system in the park will be connected to the proposed stormwater irrigation pump station. These services do not include embellishments to the landscaping desired to enhance the project.

Task – Supplemental Topographic Surveying (ETM Surveying & Mapping, Inc.)

This task includes supplemental topographic survey for the Radar Road and stormwater treatment facilities. This task also includes the preparation of a boundary survey for Radar Road along with the plat and placement of permanent reference monuments needed for the property transfer to Clay County. Please see the attached detailed scope of services from ETM Surveying and Mapping, Inc.

Task – Subsurface Utility Exploration (ETM Surveying & Mapping, Inc.)

This task includes a budget for utility research, utility designation/surveying and subsurface utility excavations (soft digs). The extent of subsurface utility exploration will be determined during final design efforts. Please see the attached detailed scope of services from ETM Surveying and Mapping, Inc.

Task – Lighting Design and Plans (LTG Engineering and Planning, Inc.)

Proposed lighting will be required adjacent to Grace Anglican Church property as the existing entrance is currently lighted and is anticipated to be impacted with the proposed design. Additionally, roadway lighting will be included with the proposed roundabout modifications and at US 17 as required by current FDOT standards. With all other sections of the roadway lighted, lighting is also proposed along Radar Road adjacent to Thunderbolt Park. Please see the attached detailed scope of services from LTG Engineering & Planning.

Task – Supplemental Geotechnical Engineering (Meskel & Associates, PLLC)

The Consultant will provide supplemental geotechnical exploration and testing to support the design of the proposed roadway widening, drainage system and the proposed pond expansion. Please see the attached detailed scope of services from Meskel & Associates Engineering.

Task - Structural Engineering (Morales Consulting Engineers, Inc.)

The Consultant will provide structural design services for the traffic signal mast arms at US 17.

Task – Post Design Services

Services may include, but are not limited to, meetings, construction assistance, field reviews, plan revisions, shop drawing review, survey services, as-built drawings. Services will be provided as requested by the County.

II. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The following is a list of the required project deliverables:

PHASE REVIEW	11" x 17"	
	Copies	Digital Copy
60% Phase Plans	3	1
90% Phase Plans	3	1
Final Plans (Signed and Sealed)	3	1

III. CLAY COUNTY RESPONSIBILITIES

A. DOCUMENTS

The County shall provide to the Consultant any available plans, maps, or other pertinent information essential to the satisfactory completion of the work indicated herein.

B. REVIEWS

The County will provide timely reviews of the Consultant’s work in accordance with the schedule agreed upon between the County and the Consultant. Each review period by the County shall be approximately four weeks, at which time all comments will be forwarded to the Consultant.

IV. TIME SCHEDULE

See attachment for schedule of deadlines.

V. FEE SCHEDULE

The amounts of each above item may be shifted between items as needed, if permitted by Clay County.

Task	Lump Sum	Budget
Project General and Project Common Tasks	\$20,434.08	
Final Roadway Analysis	\$61,778.80	
Final Roundabout Design	\$27,457.25	
Roadway Plans	\$58,970.37	
Final Drainage Analysis	\$40,162.02	
Nutrient Calculations	\$16,360.87	
Drainage Plans	\$40,902.16	
Utilities	\$13,208.30	
Permitting (SJRWMD, FDEP, FDOT)	\$70,015.42	
Signing and Pavement Markings Analysis and Plans	\$34,243.79	
Traffic Signalization Analysis & Plans	\$43,141.05	
3D Modeling / Cross Section Design	\$43,799.87	
Landscaping and Irrigation Design	\$17,957.79	
Supplemental Topographic Surveying (ETM Survey & Mapping)	\$25,385.00	
Survey Platting Services (ETM Survey & Mapping)	\$12,999.00	
Subsurface Utility Exploration (ETM Survey & Mapping)		\$16,970.00
Lighting Design and Plans (LTG)	\$77,500.00	
Supplemental Geotechnical Engineering (Meskel)	\$9,300.00	
Structural Engineering (Morales Consulting Engineers)	\$6,000.00	
Subtotal Base Design Services	\$619,615.77	\$16,970.00
Post Design Services (ETM)		\$30,000.00
Post Design Services (LTG)		\$10,000.00
Project Total	\$676,585.77	

VI. EXCLUDED ITEMS

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, a quotation to perform them will be provided.

- Private Utility Design – To be Provided by Utility Companies as required
- Groundwater Modeling – Not Anticipated
- Contamination Assessments or Phase I ESA
- Construction staking
- Well design or permitting
- Material testing
- Irrigation design for Thunderbolt Park

Sub-Consultant Back-up

Topographic Survey
Subsurface Utility Exploration
ETM Surveying & Mapping

February 9, 2024

Mr. Brian Landeweer, P.E.
Project Manager/Shareholder
England, Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258
LandeweerB@etminc.com

Reference: ***Radar Road from West of Town Center Blvd to US-17,
Clay County, Florida ~ Surveying Services***

Dear Mr. Landeweer,

Pursuant to your request, ETM Surveying & Mapping, Inc., is pleased to submit a fee proposal for providing Right of Way, Topographic and Utility data for the above referenced project located in Clay County, Florida. Our proposed scope of services and fee schedule are as follows:

Task 1: Additional Topographic Survey

Prepare a 3D DTM and topographic survey for design purposes of a section of the wetlands east of the library and a portion of the Church property at the SW corner of Radar Road and US 17 in Clay County, Florida, all as depicted on the graphic received from ETM and attached hereto as Exhibit A. The surveyed data will be referenced to NAD83/2011 horizontal datum and the NAVD88 vertical datum.

Detail of the existing control structure at the existing Library pond and of all drainage in the church parking lot will be surveyed and incorporated into the survey database.

The location of the existing sprinkler heads in the athletic field westerly of the church will also be surveyed and added into the survey databases

Lump Sum Fee.....\$25,385.00

Task 3: Survey Platting Services

Field survey and prepare plat documents as required for recordation of the proposed roadway corridor. The scope of the platting services will be limited to the following tasks:

Reference: **Radar Road, Clay County, Florida ~ Surveying Services****A. Boundary Survey:**

Prepare a Florida Standards of Practice Boundary Survey to be submitted with the plat submittal.

Lump Sum Fee.....\$5,845.00

B. Plat Sheet Preparation:

Production of the plat document with easement title review that is to be recorded in accordance with state and county specifications:

Lump Sum Fee.....\$4,354.00

C. Permanent Reference Monuments:

Placement of permanent reference monuments at all changes in direction along the perimeter property line in accordance with state and county specifications (One time only).

Lump Sum Fee.....\$2,800.00

Task 4: Subsurface Utility Services

Provide subsurface utility designating services for the project described above and as depicted on graphic provided by client. Through our initial design ticket through Sunshine811, we have found approximately ten utility owners within our project vicinity. This scope of services also includes providing up to fourty test holes and four mast arm clearances as directed by the engineer of record for obtaining confirmation of various subsurface utility types and depths (to top of service or pipe) sufficient for engineering design purposes. The underground utility test holes and utility designation will be surveyed and incorporated into a CADD file for use in engineering design.

Utility Coordination	\$1,450.00
Survey	\$10,480.00
(4) Mast Arm Clearances	\$9,600.00
(40) Test Holes	<u>\$22,250.00</u>
Maximum Limiting Fee.....	\$43,780.00

***Subsurface Utility Test Hole quantities are an estimate based on information provided by our Sunshine 811 design ticket for the project area. Only actual services rendered will be invoiced as billable, with a minimum of four test holes being required. A mobilization fee of \$400 will be charged if the minimum of 4 test holes are not authorized.**

Reference: **Radar Road, Clay County, Florida ~ Surveying Services**

Items Not Included

Plat Processing for Recordation
Research/Consultation
As-Built Survey
Sketch and Legal Description

Title Review
Construction Layout
Tree Survey

Cost such as additional printing and delivery services will be invoiced at direct cost plus 15%. Fees outlined hereon are valid for a period of 90 days from the above referenced date.

Please indicate your agreement with this proposal and the attached General Conditions by signing in the space provided and return one copy to our office.

If you should have any questions or need additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

ETM Surveying and Mapping, Inc., INC.

A handwritten signature in blue ink, appearing to read "Scott A. Graham".

Scott A. Graham, P.S.M.
Vice President

Exhibit A

Platting Scope:

1. Define what is required to delineate proposed ROW for the corridor (Boundary Survey, Plat, or ROW map?).
2. County will purchase property from the Church and the CDD near the roundabout.
3. County owns park parcel but will likely delineate the roadway ROW separately.
4. County owns Library and pond so nothing anticipated there
5. TCE's not anticipated

Detail on Library Pond Control Structure

Extend existing ground surface to approximately 2/3 across this wetland

VVH Scope:

1. (4) mast arm VVH's at US 17
2. (40) other VVH's, assume (5) are under pavement
3. Deliverable to include Microstation / CAD file with horizontal locations and top of pipe elevations

If this is feasible, we'd like to locate all existing sprinkler heads within the park.

Need remaining inlets and storm sewer topo in church parking lot. Chase the storm sewer until we find the beginning inlets

Extend existing ground surface to approximately 50' beyond top of bank

Geotechnical Services
Meskel & Associates Engineering, PLLC

February 19, 2024



Mr. Brian Landeweer, PE
England-Thims & Miller, Inc.
14775 Old St. Augustine Rd
Jacksonville, FL 32258

Subject: Proposal for Geotechnical Exploration & Engineering & Groundwater Modeling Services
Radar Road Improvements – Pond Expansion & Drawdown Analysis
Clay County, Florida
MAE Proposal No. 240064

Dear Mr. Landeweer:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project.

We understand the Radar Road Improvement project will include the expansion of an existing pond located east of the existing Fleming Island Public Library, which is at the northeast corner of Town Center Boulevard and Radar Road in Clay County, Florida. The pond will be expanded to the west towards the Library structure. The plan is to harvest stormwater from the pond for irrigation. The purpose of our exploration is to determine if the adjacent wetland to the east of the pond is affected by the artificial lowering of the pond water level due to harvesting, and if the structure is adversely affected due to the pond widening.

SCOPE OF SERVICES – GEOTECHNICAL

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed pond expansion. Based on the provided information, we understand the following field services are requested:

Test Location	Test No. & Type	Test Depth ft below ground surface
Pond	2 SPT* Borings	40
	2 Field Permeability Tests	TBD**
Library Parking	1 Pavement Core	2
Adjacent to Existing Library	2 SPT*	30

* Standard Penetration Test (SPT) Boring

** Permeability Test depths to be determined after completion of the boring

In addition to the SPT borings and field permeability tests, hand augers will be located within the existing wetland to the east. The purpose of those borings is to observe the soil stratigraphy to help estimate the seasonal low water level within the wetland. We will also install piezometers near the SPT boring locations to measure the groundwater level over time.

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. Any private utilities not registered with SSOC will need to be located by the property Owner.



3728 Philips Highway, Suite 208, Jacksonville, Florida 32207

p. 904.519.6990

www.MeskelEngineering.com

Prior to installing the Piezometers and performing the field permeability tests, the SPT borings will be advanced to a depth of 40 feet below the existing grade to define the soil profile. Two sets of field permeability tests on average will be performed at each location, in an effort to target different soil strata per St. Johns River Water Management District guidance. The SPT and hand auger borings will be backfilled with soil cuttings upon completion.

The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory where the logs will be reviewed, and the samples classified by a geotechnical engineer. Laboratory classification and index property tests will be performed on selected soil samples to confirm their soil classification and provide engineering characteristics to estimate permeability.

A Florida-licensed geotechnical engineer will direct the geotechnical exploration and provide an engineering evaluation of the encountered subsurface conditions and the permeability test results at the test locations. The results of the exploration and evaluation will be documented in a report that will include the following:

- Our understanding of the planned construction,
- The observed site conditions, such as topography, surface vegetation, etc. as they relate to the anticipated stormwater pond construction,
- The field and laboratory test procedures used and the results obtained,
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary,
- The pavement section as observed from the pavement core,
- An estimate of the Seasonal High Groundwater Level at the site,
- An estimate of the Seasonal Low Groundwater Level within the wetlands adjacent to the pond,
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction,
- Results of the Field Permeability Tests, including vertical and horizontal permeability rates (K-Values), and
- An evaluation of the effects of fluctuations of the groundwater table on the existing library structure foundations in terms of any additional settlement.

SCOPE OF SERVICES – GROUNDWATER MODELING

PROJECT BACKGROUND AND DESCRIPTION

Part of our work scope is to investigate the feasibility of expanding an existing stormwater pond at the Fleming Island Public Library on Radar Road, Fleming Island, in Clay County, Florida. The stormwater pond design incorporates a water extraction system to pump water out of the pond and use it for irrigation in a nearby public park. MAE has requested assistance from AquaSciTech Consulting (ASTC) to perform groundwater modeling to assess the potential impacts of the modified stormwater pond configuration on water levels in adjacent wetlands because the St. Johns Water Management District (SJRWMD) will require installation of a seepage cutoff barrier system if the pond causes significant reduction of water levels in the wetlands. ASTC will act as a subconsultant to MAE for this project.

ETM has performed a 1-year continuous simulation of stormwater pond levels on an hourly timestep, assuming negligible volumetric inflow/outflow exchanges between the stormwater pond and the

water table aquifer. The hourly time series of stormwater pond water levels from this modeling exercise may be suitable for use as a boundary condition representation of water levels in a groundwater model simulation if:

- The volumetric exchanges between the groundwater system and the surface water in the stormwater pond really are negligibly small compared to the surface water inflows and outflows to/from the pond; and
- The response time of groundwater drawdown from the stormwater pond to the nearby wetlands is fast enough to warrant an hourly timestep.

If either of these conditions is not met, an extended hourly simulation of groundwater water levels using the simulated stormwater pond elevations as a boundary condition will not be appropriate and/or efficient. Therefore, this scope proposes a 2-step approach. In the first step (which is covered by this scope of work), the volumetric groundwater exchange rates and the response time of the water table aquifer will be assessed. At the end of this analysis, ASTC will use the results to make recommendations to MAE and ETM on the following questions:

- Are additional analyses warranted, or does the initial modeling already provide an adequate basis for deciding on the need for a seepage cutoff wall to satisfy SJRWMD permitting criteria?
- If additional analyses are appropriate, what is the most efficient groundwater modeling approach to achieve a useful answer for assessment of the need for a seepage cutoff wall?

If additional groundwater modeling/analysis is recommended, and is desired by ETM, it will be addressed through a scope and budget amendment to this scope of work.

SCOPE OF SERVICES

Task 1 – Groundwater Model Setup

ASTC will set up a transient groundwater model of the Fleming Island Public Library stormwater pond and surrounding areas, with model domain size chosen to adequately represent the zone of influence of the stormwater pond. The model will represent the surficial aquifer, treating the bottom of the surficial aquifer as an interface with negligible groundwater exchange to/from the underlying Floridan aquifer system.

The groundwater model inputs for description of the local aquifer characteristics will be based on a combination of information derived from MAE's local site investigation and aquifer information derived from the North Florida-Southeast Georgia (NFSEG) regional groundwater model.

ASTC will rely on the following information to be provided by MAE and/or ETM:

- Site stratigraphy derived from on-site SPT borings.
- Water table elevations derived from piezometers set in locations suitable to show the existing water table gradient across the stormwater pond to the edge of the adjacent wetlands.
- Surface topography of the currently existing site condition (including the stormwater pond), provided as a GIS shapefile.
- Surface topography of the future site condition (including the stormwater pond), provided as a GIS shapefile.
- Definition of the edge of the jurisdictional wetland in the zone potentially impacted by the

stormwater pond water levels, provided as a GIS shapefile showing location(s) and elevation(s) of the wetland edge(s).

- Information on the location and configuration of any existing seepage cutoff wall installed for the current stormwater pond.
- ETM's simulation of long-term hourly rainfall, runoff and pond water levels in spreadsheet format that shows the hourly values of:
 - Rainfall depth;
 - Runoff depth;
 - Runoff volume routed to the stormwater pond;
 - Volume discharged from the stormwater pond; and
 - Stormwater pond water level.
- The pond stage/area and pond stage/storage volume curves for the future stormwater pond configuration.

Task 2 – Transient Simulation of Water Table Response to Changing Stormwater Pond Levels

ASTC will calibrate the groundwater model to represent the groundwater levels observed on the site, to a level commensurate with the level of information provided to ASTC on the existing groundwater elevation conditions and the recharge conditions that produced them.

ASTC will perform a transient simulation of groundwater response at three stormwater pond levels to assess the rate at which a change in stormwater pond levels is transmitted through the water table aquifer to the surrounding areas. ASTC will also assess the magnitude and variability of surface water/groundwater exchanges at the stormwater pond for the simulation conditions described above.

Task 3 – Recommendations on Additional Analyses (If Required)

Based on the results of Task 2, ASTC will assess the characteristic groundwater system response to changes of water levels in the stormwater pond, and will make recommendations to MAE and ETM on the following:

- Do the model results provide an adequate basis for deciding on the need for and configuration of a seepage cutoff wall without performing additional groundwater model simulations?
- If additional groundwater model simulations are required for deciding on the seepage cutoff wall, what is the most efficient simulation approach that ASTC would recommend for achieving a useful result?

DELIVERABLES

The deliverables for this portion of the project will include:

- A brief technical memorandum summarizing the analyses and groundwater modeling performed by ASTC (Word document file).
- Participation in a web-enabled meeting with MAE and ETM staff to discuss the groundwater modeling results and recommendation on whether further groundwater analysis is warranted.

SCHEDULE

The anticipated duration of services is 2 months from Notice to Proceed. ASTC's groundwater

modeling analysis will be completed within 3 weeks of receiving all required modeling input data from MAE and ETM.

SERVICES NOT INCLUDED

The following services are not included in this scope of work:

- Site visit(s)
- Participation in SJRWMD permit negotiations
- Wetland jurisdictional determinations
- Water Use Permit Modification
- Detailed Design Drawings or Specifications
- Construction Phase Services

COMPENSATION

Based on the scope of services noted above, we propose to complete our work for the following fees:

Geotechnical Exploration & Engineering.....\$20,600.00

Groundwater Modeling.....\$7,400.00

Please note that this fee is valid for 90 days following the date of this proposal. MAE reserves the right to revisit our proposal and adjust our fee as necessary if proposal acceptance is after 90 days. Our proposed fee includes submittal of an electronic copy of the report. Bound, paper copies can be provided at an additional cost of \$50 per copy. We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

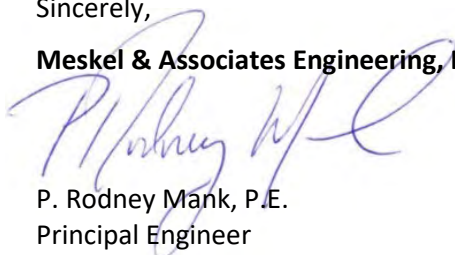
A returned copy of the attached authorization sheet will authorize our work. Our work will be performed in accordance with our General Conditions, a copy of which is attached to and made a part of this proposal.

Once authorization is received, a utility locate request will be submitted. We will mobilize our field crew to the site within one week once the utilities have been marked and located. We anticipate that the field work will take 3 days to complete. Laboratory testing will take up to 5 days depending on the amount of lab testing assigned. We expect to submit our geotechnical report 3 weeks after completion of the field and laboratory testing.

We appreciate this opportunity to provide this proposal for your project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact me.

Sincerely,

Meskel & Associates Engineering, PLLC



P. Rodney Mank, P.E.
Principal Engineer

Distribution: Mr. Brian Landeweer, PE e-mail copy

Lighting

LTG Engineering & Planning



Via Email: (LandeweerB@etminc.com)

Ref: 5854.00

February 15, 2024

Brian Landeweer, PE
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258

Re: Radar Road Project – Lighting Design Proposal
Clay County, Florida

Dear Mr. Landeweer:

LTG, Inc. (LTG) is pleased to provide the following proposal to conduct traffic engineering and transportation planning services on behalf of the proposed Radar Road roadway construction (the PROJECT), located in the Clay County, Florida (the COUNTY). For the purpose of this proposal/agreement, England-Thims & Miller, Inc. (ETM) will be referred to as the CLIENT. The COUNTY, Clay County Electric Cooperative, Inc (CCEC), and/or the Florida Department of Transportation (FDOT) will be referred to as the AGENCIES. The Scope of Services (the SCOPE) describing LTG's work to be conducted under this Agreement is presented below.

SCOPE OF SERVICES

It is our understanding that the primary objective of the PROJECT is to design the new roadway for Radar Road from Town Center Boulevard to US 17. LTG will provide the lighting design for the PROJECT, inclusive of the sections listed below under Task 1. The proposed lighting will be designed per applicable COUNTY, FDOT, AASHTO, and CCEC standards. The PROJECT design will be reviewed by the COUNTY. All work will be prepared in accordance with accepted engineering practices for the design of the proposed lighting described.

Task 1 - Lighting Analysis and Plans

LTG shall include three optional lighting design locations to include in an all-encompassing signed and sealed lighting component plans set and Lighting Design Analysis Report (LDAR).

- **Section 1 - Town Center Boulevard**

LTG shall design conventional lighting for roadway modifications to Town Center Boulevard on the western extent of the new Radar Road. It is anticipated this section will include roundabout lighting and urban corridor lighting with respective limits of roadway work. The design will utilize relocated existing light poles, if feasible, and new light poles, as well as an applicable new or modified CCEC service point/load center. Electrical voltage drop calculations will be conducted, as applicable, to determine appropriate conductor sizes for a maximum drop of 5%.

- **Section 2 – Thunderbolt Park**

LTG shall design conventional lighting for the new Radar Road section along Thunderbolt Park. It is anticipated this section will include urban corridor lighting, unsignalized intersection lighting at side streets, on-street parking lighting, and mid-block lighting. The design will utilize new light poles and may share the new or modified CCEC service point/load center identified in Section 1, if feasible. A new service point/load center will be designed if required. Electrical voltage drop calculations will be conducted, as applicable, to determine appropriate conductor sizes for a maximum drop of 5%.

- **Section 3 - Grace Anglican Church**

LTG shall design conventional lighting for the new Radar Road section from the eastern extent of Thunderbolt Park to the end of the corridor at US 17, adjacent to Grace Anglican Church. It is anticipated this section will include urban corridor lighting, unsignalized intersection lighting at side streets, on-street parking lighting, and mid-block lighting. The design will utilize relocated existing light poles, if feasible, and new light poles, and may share the new or modified CCEC service point/load center identified in Section 1, if feasible. A new service point/load center will be designed if required. Electrical voltage drop calculations will be conducted, as applicable, to determine appropriate conductor sizes for a maximum drop of 5%.

- **Section 4 – Radar Road at US 17 – Unsignalized**

LTG shall design conventional lighting for the unsignalized intersection of Radar Road at US 17. It is anticipated this section will include only the unsignalized intersection lighting. The design will utilize new light poles and may share the new or modified CCEC service point/load center identified in Section 1, if feasible. A new service point/load center will be designed if required. Electrical voltage drop calculations will be conducted, as applicable, to determine appropriate conductor sizes for a maximum drop of 5%.

LTG shall prepare a signed and sealed set of lighting component plans for the PROJECT suitable for construction. The plans shall be prepared to FDOT standards. The tasks involved in this process include design of the lighting components, submission of 90% design drawings for review, and finalization of design plans including the incorporation of appropriate design review comments. It is understood that the final plans will be developed in English units using 11" x 17" plan size sheets at a scale of 1" = 100'. Each of the design tasks is detailed below.

Lighting Design Analysis Report (LDAR)

LTG shall provide a LDAR for conventional lighting per FDOT photometric criteria. The LDAR shall include a description of the applicable lighting design criteria used for the PROJECT, the photometric illuminance and uniformity results, the pole nominal height, luminaire photometric distribution type, arm length, pole arrangement and location. The analysis extent shall be limited to the applicable intersection(s), roadway segment(s), and crosswalk(s). Electrical analysis and voltage calculations are anticipated for determination of load center and circuit component design.

Plans Preparation

The CLIENT shall provide LTG with topographic survey and all design files for the PROJECT depicting the proposed conditions, including above ground and below ground utilities within the PROJECT right-of-way. The survey and design files will be provided meeting FDOT standards in electronic format (Microstation) at a scale of 1:1. LTG shall prepare the plans package from these files to include the sheets listed below.

- Key Sheet identifying the PROJECT name and location, Engineer of Record, the date of the design plan preparation, appropriate standards and specifications identification, revision block, and plan sheet table of contents;
- General Note Sheet(s) containing lighting design and installation notes standard to the CITY and, where applicable, AGENCIES;
- Pole Data Sheet(s) presenting the general legend description, wind speed, uniformity ratios, and a pole schedule;
- Service Point Detail(s) presenting the load center(s), pull boxes, conduit, circuits, notes, and connections to the power service;
- Project Layout Sheet(s) presenting the PROJECT layout in plan-view;

- Lighting Plan Sheet(s) presenting the PROJECT layout in plan-view, appropriate lighting design components, and labels pertaining to the construction of the lighting components;
- Special Detail Sheet(s) presenting special notes and details.

Final Design Plan Preparation

LTG shall provide an electronic design plan package to the CLIENT for subsequent review and comment at 90%, and 100% review stages. Upon receipt of the ENGINEER and AGENCY review comments for each phase, LTG shall address each comment in writing and shall discuss the appropriate revisions to the plans with the CLIENT. Once the comments have been addressed, LTG shall submit to the CLIENT a revised plans package for review and comment. Once these comments are received, LTG shall address those comments and shall provide to the CLIENT signed and sealed plan sets.

Meetings and Coordination Services

These Services are to be provided as needed up to the total amount shown below. Should additional meetings and coordination be required, such requirement will be considered ADDITIONAL SERVICES and shall require written mutual authorization, including changes to the SCHEDULE and COMPENSATION, by LTG and the CLIENT prior to initiation of said additional work. Included in the Budget established for this subtask are the following items:

- LTG shall attend up to four (4) progress and review meetings. This includes one (1) design kick-off meeting with the CLIENT and design team members.
- LTG shall attend up to three (3) technical meetings, total, with the COUNTY and/or AGENCIES.

Task 2 - Radar Road at US 17 – Signalized (Optional)

It is anticipated that this signalized intersection lighting will require a revised design of the unsignalized intersection lighting (Section 4 of Task 1). In the event the intersection of Radar Road at US 17 is signalized under this project, US 17's context classification (C3C) meets the FDOT FDM threshold requirement for signalized intersection lighting at new or reconstructed signals. Upon authorization, LTG shall upgrade the intersection lighting to standard signalized intersection requirements. The design will coordinate with the signalization design team and utilize the previously designed lighting components as much as possible to reduce rework to the County.

Task 3 - Post Design Services (Optional)

LTG shall provide support to the CLIENT throughout the construction phase of the PROJECT. Support shall be provided in accordance with the subtasks presented below. These Services are to be provided as needed basis. Should additional services be required, such requirement will be considered ADDITIONAL SERVICES and would require written mutual authorization, including changes to the SCHEDULE and COMPENSATION, by LTG and the CLIENT prior to initiation of said additional work. This task assumes a construction duration of 12 months and includes the subtasks listed below.

Shop Drawing Review

LTG shall provide shop drawing reviews of the lighting materials. LTG shall note any deviations from acceptable products and shall submit to the CLIENT written documentation of the reviews. Material submittals shall be reviewed in accordance with COUNTY and/or AGENCY specifications and/or Approved Products List (APL).

Construction Phase Plans Modifications

LTG shall provide applicable plans modifications upon direction of the CLIENT and receipt of an approved request for revision. LTG shall discuss the appropriate revisions to the plans with the CLIENT. Once the revisions have been addressed, LTG shall submit to the CLIENT revised plans sheets or sketches, as necessary, for review and



comment. Once these comments are received, LTG shall address those comments and shall provide to the CLIENT signed and sealed revised plans sheets or sketches.

Review/Comment (response to RFI's)

LTG shall review and provide recommendations regarding field changes requested by the PROJECT contractor. The requests shall be reviewed in accordance with the governing contract provisions and plans. LTG shall provide a written response of each request to the CLIENT.

Site Inspections

LTG, if required, shall attend a site inspection, a substantial completion inspection, and a final completion inspection during construction of the PROJECT. The site inspections will be attended at the direction of the CLIENT. During the site inspections, LTG shall review construction progress in accordance with the plans and shall make note of any deviations. After each inspection, a checklist will be provided to the CLIENT that summarizes construction progress and whether it is in accordance with the plans, deviates from the plans, and whether it is acceptable or unacceptable. The substantial completion inspection will include issuing a punch list of items to be completed for final completion, performing a Final Completion inspection, and reviewing the as-builts.

SCHEDULE

LTG shall initiate the work effort immediately upon receipt of a properly executed contract/agreement, survey, and the design files depicting the final proposed conditions (collectively known as the AUTHORIZATION).

Task 1 (Lighting Design), LTG shall develop 90% Lighting analyses and plans in accordance with a mutually acceptable schedule that is developed at the time LTG is in receipt of AUTHORIZATION. Delays incurred due to site plan revisions, permitting agencies or other circumstances out of the control of LTG will require schedule adjustments and additional compensation. Task 2 (Radar Road at US 17 – Signalized (Optional)), LTG shall incorporate changes to the 90% or 100% Lighting analyses and plans in accordance with a mutually acceptable schedule that is developed at the time LTG is in receipt of AUTHORIZATION. LTG shall initiate Task 3 (Post Design Services (Optional)) on an as-needed basis.

COMPENSATION

Task	Type	Fee/Budget
Task 1 – Lighting Design	Fixed Fee*	
Section 1 – Town Center Blvd		\$ 29,500.00
Section 2 – Thunderbolt Park		\$ 19,500.00
Section 3 – Grace Anglican Church		\$ 19,500.00
Section 4 – Radar Rd at US 17 - Unsignalized		\$ 9,000.00
Task 2 – Radar Rd at US 17 – Signalized (Optional)	Fixed Fee*	\$ 5,000.00
Task 3 – Post Design (Optional)	T&E NTE**	\$ 10,000.00

*Fixed fee applies to selection of options authorized by CLIENT.

**T&E NTE Budget = Time-and-Expenses (per attachment A) Not-to-Exceed Budget

Should the T&E NTE budget be reached, LTG shall notify the CLIENT immediately to obtain a mutually acceptable budget adjustment, in writing, prior to proceeding with the task for which any T&E NTE budget is reached.



Any revisions and/or additions to the SCOPE shall constitute ADDITIONAL SERVICES and will require modifications to the COMPENSATION and SCHEDULE and must be mutually agreed to by LTG and the CLIENT in writing. Revisions to the SCOPE may be conducted on a fixed-fee basis, if a fixed SCOPE can be determined, or on a time-and-expenses basis according to LTG's Standard Hourly Rate Sheet (see Attachment A) as shall be mutually agreeable to LTG and the CLIENT. Payment to LTG of fees under this contract must be kept current in order for LTG to continue work under this agreement as identified in LTG's Terms of Agreement (see Attachment B).

RESPONSIBILITIES OF THE CLIENT

In order for LTG to maintain the schedule and the quality of the work effort, the following will be required of the CLIENT:

- Delivery to LTG of a properly executed contract **PRIOR** to LTG initiating the identified services;
- Written approval by the CLIENT of any modifications to the SCOPE required of LTG;
- Timely payment of invoices as described in Attachment B;
- Advanced notice of meetings requiring LTG staff attendance, and;
- Delivery of all required topographic survey, design files, Utilities (locations, coordination and relocations) necessary for design of the proposed improvements.

SERVICES NOT INCLUDED

The following services are not included in the SCOPE provided above and would be considered ADDITIONAL SERVICES if required by the CLIENT. Such additional work will require amendments to the SCOPE, SCHEDULE and COMPENSATION if required of LTG:

- Preparation of more than one component plans package;
- Modifications to the base survey conditions subsequent to LTG receiving authorization to proceed;
- Re-design and revisions due to roadway plan revisions, requested changes in design concept, layout, or scope;
- Design services outside of the PROJECT limits;
- Quantity calculations and plan tabulations, Pay Item summaries and cost estimates;
- Surveying and mapping services, Subsurface Utility Explorations, and Geotechnical Explorations;
- Clay County Permitting;
- Utility adjustment design;
- FAA Coordination, and;
- As-built drawing preparation.

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ATTACHMENT A
Standard Hourly Billing Rates
Effective February 19, 2024

BILLING CODE	LABOR CATEGORY	HOURLY RATES
1	Chief Engineer	\$ 330
2	Sr. Project Manager	\$ 265
3	Project Manager	\$ 205
4	Sr. Project Engineer/Sr. Project Planner	\$ 195
5	Project Engineer/Project Planner/Project Coordinator	\$ 180
6	Sr. Engineer Intern	\$ 160
7	Engineer Intern/Planning Intern/Sr. Transportation Analyst	\$ 140
8	Sr. Designer	\$ 170
9	Designer	\$ 130
10	Sr. Technician/Technical Writer/Transportation Analyst	\$ 120
11	Technician	\$ 95
12	Administrative Assistant	\$ 110
14	Comptroller	\$ 200
16	Student Intern	\$ 80
17	Business Development	\$ 170
COURT TESTIMONY		
40	Actual Testimony	\$ 460
40	Preparation Time	\$ 460

Structural Engineering Morales Consulting Engineers

February 21, 2024

Brian Landeweer, PE
14775 Old St. Augustine Road
St. Augustine, FL 32258

STRUCTURAL ENGINEERING FEE PROPOSAL
New Traffic Signal – Radar Road @ US-17 intersections

Dear Brian,

Morales Consulting Engineers (MCE) is pleased to provide the following fee proposal for structural engineering design services for the design of the signal system associated with the improvements at the intersection of Radar Road @ US-17. We understand MCE's scope of work to include the structural engineering design and "Table of Variables for the selected signal system" for this intersection.

Assumptions: Required Geotechnical and signal configuration information for design to be provided by ETM

We include one submittal at 100% completion. Structural Details will be provided on 11 x 17 sheets signed and sealed. The structural design will be in accordance with FDOT and AASHTO LRFD Criteria. No post-design services are included at this time. No field visits are anticipated.

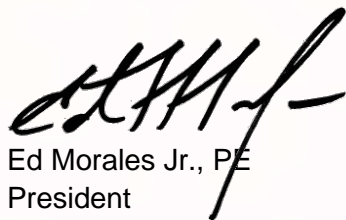
SCOPE OF WORK

1. Provide the structural design for 1 intersection either a 4-strain pole span wire configuration or a new mast arm assembly (4) (arm, upright, foundation) that will serve Radar Road and US-17 intersection.

MCE proposes compensation for the scope of work indicated above to be a lump sum fee of Three thousand five hundred dollars (\$6,000).

If you have any questions about this additional services proposal, please do not hesitate to contact me.

Respectfully,

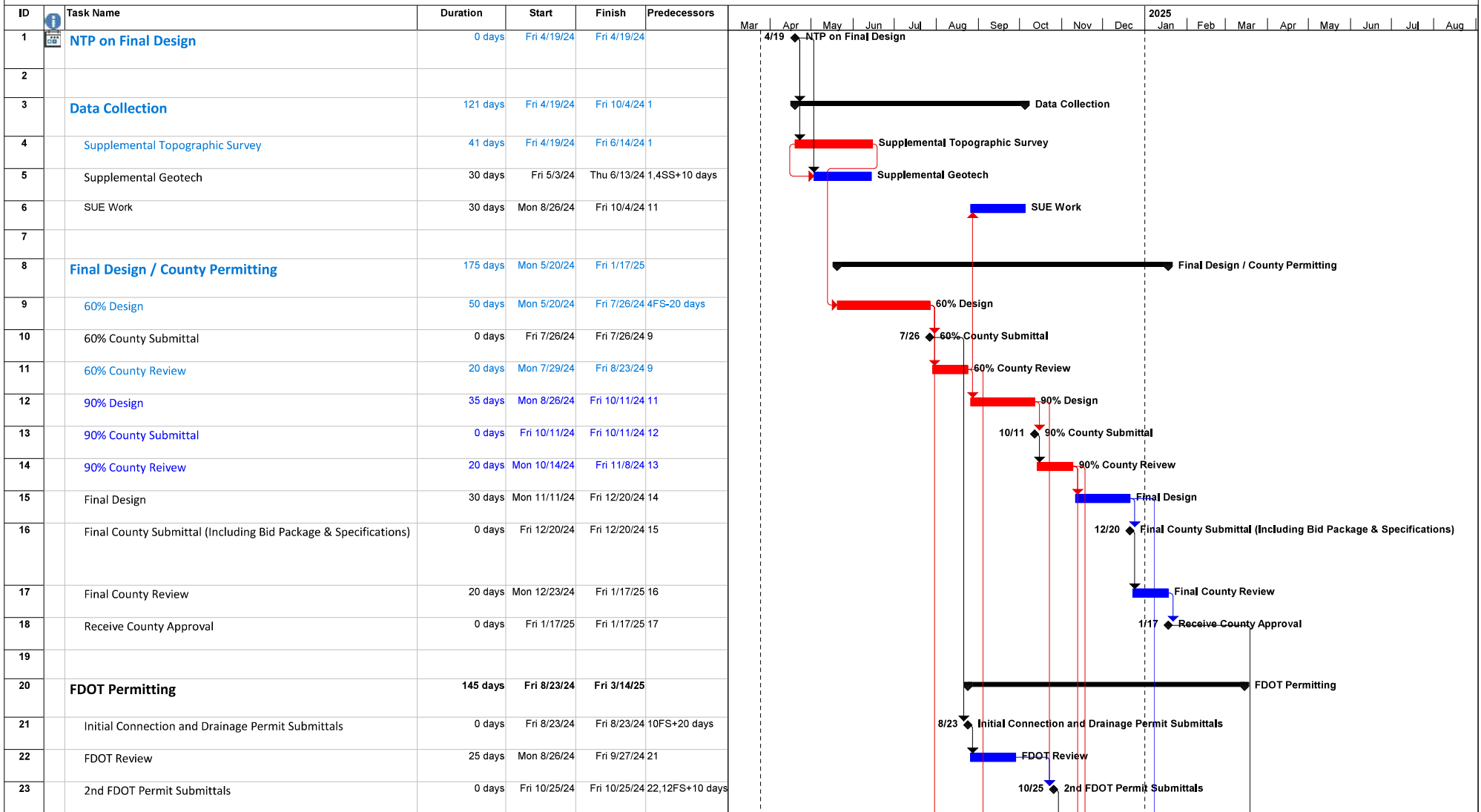


Ed Morales Jr., PE
President

ATTACHMENT C-2 PROJECT SCHEDULE – PHASE 2

Radar Road Final Design

Mon 3/25/24



Task
Split
Milestone
Summary
Project Summary

Group By Summary
Rolled Up Task
Rolled Up Critical Task
Rolled Up Milestone
Rolled Up Progress

External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary

Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only

Finish-only
Deadline
Critical Task
Progress

Start-only

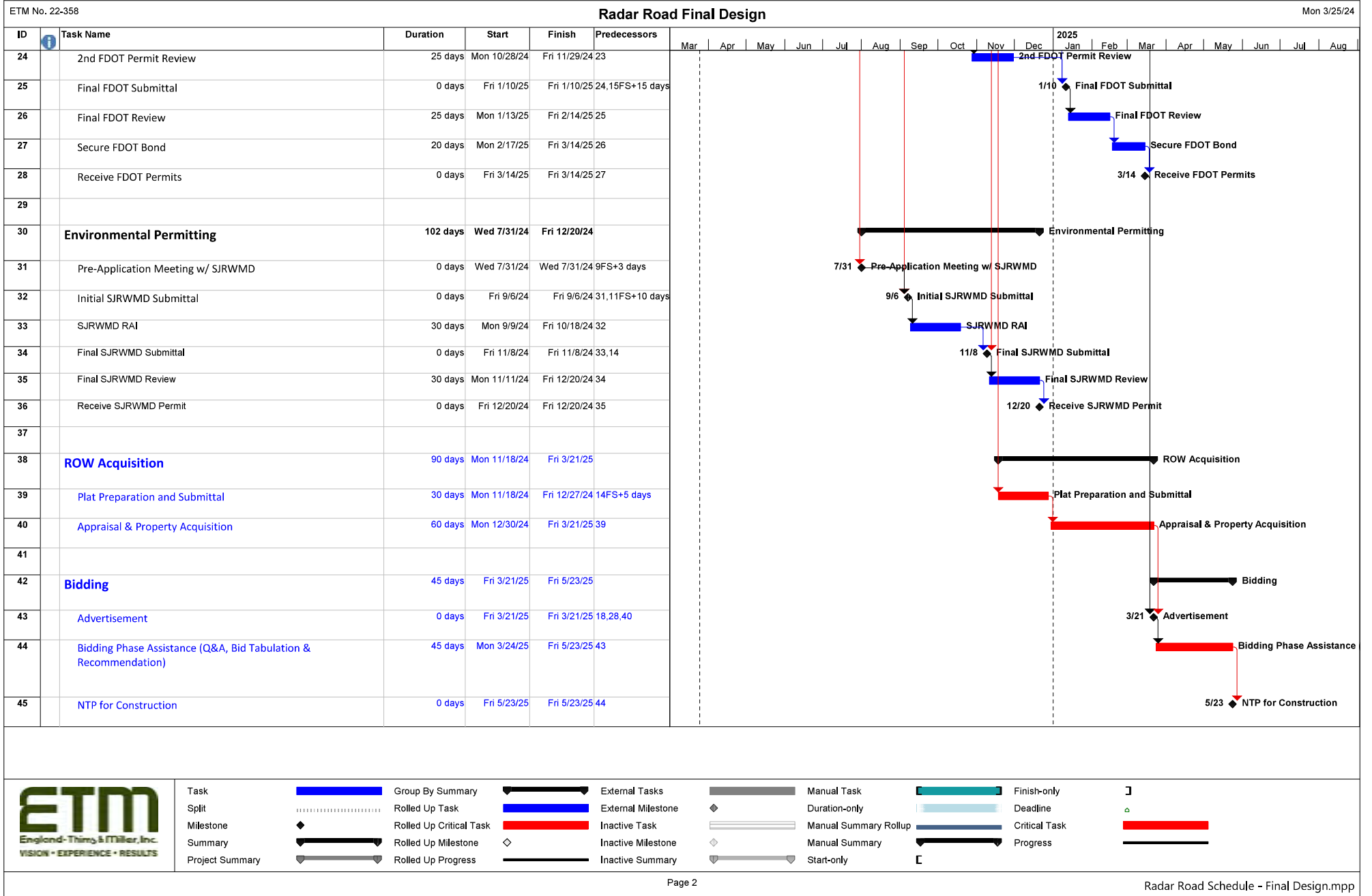


EXHIBIT 1

AGREEMENT

**AGREEMENT FOR GENERAL ENGINEERING
CONSULTING SERVICES FOR THE DESIGN OF RADAR
ROAD IMPROVEMENTS FROM SR-17 TO TOWN CENTER BLVD**

This Agreement for General Engineering Consulting Services for the Design of Radar Road Improvements from SR-17 to Town Center Blvd (“Agreement”) is made and entered into as of the 24 day of January, 2023 (“Effective Date”) between England-Thims & Miller, Inc., a Florida Profit Corporation (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued a Request for Qualifications, RFQ No. 21/22-67 (“RFQ”) to solicit and engage a licensed consultant to provide professional engineering services for the design of Radar Road from Town Center Blvd to US-17 in Clay County, Florida; and

WHEREAS, the Radar Road Conceptual Site Plan and Concept Design are attached to the RFQ and incorporated herein by reference; 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 qualifications 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 professional services in architectural and engineering design and has expertise in the planning and design of similar projects; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ along with the Attachments and Clarification thereto and the Consultant’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the scope of services to be performed and provided by the Consultant for the Project will be addressed under this Agreement in a phased approach; and

WHEREAS, 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. THE PROJECT

1.1. The Consultant shall provide professional engineering services for the design of Radar Road from Town Center Blvd to US-17 in Clay County, Florida (the “Project”). The Project consists of a new roadway alignment including existing and proposed stormwater conveyance and treatment facilities, roadway drainage, utility coordination, and new traffic signals. The design shall consist of a new two-lane roadway with sidewalk on the south side and a shared use path on the north side of the roadway.

1.2. It is anticipated that three alternative roadway designs for the Project will be submitted to the County for review with the Consultant’s initial 30% submittal. Following the 30% submittal, a preferred alignment will be selected by the County. The scope of services to be performed for the Project will be addressed under this Agreement in a phased approach as described herein. Phase 1 shall include the 30% submittal of the concept plans with the alternative roadway designs and Phase 2 shall include the 60%, 90%, and final design submittals based upon the selected alternative alignment along with the post-design services.

1.3. For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Taylor Abernathy, Deputy Director of Engineering or designee.

SECTION 2. SCOPE OF SERVICES

2.1. The scope of services to be performed and provided by the Consultant for the Project are set forth in the RFQ Scope of Services attached hereto as **Attachment A** and the Consultant’s Scope of Services for Preliminary Design – Phase 1 attached hereto as **Attachment B**. The term “Services” means the scope of services to be provided, services rendered, or the materials, documents, plans, analysis and the like prepared or delivered under this Agreement. The Services associated with Phase 1 of the Project are set forth in **Attachment B** and shall include, but not be limited to, the roadway analysis required to prepare the preliminary designs of alternative alignments between Town Center Blvd. and US-17, Services associated with the 30% submittal of the concept plans, and a public meeting.

2.2. Upon submittal of the 30% concept plans associated with Phase 1, the County will review the preliminary designs and select one of the alternative alignments for the Project. The Consultant shall develop a scope of services, project schedule, and fee schedule for the Services associated with Phase 2 based on the selected alternative alignment which shall include 60%, 90%, and final design submittals along with the post-design Services. The scope of services, project schedule, and fee schedule for Phase 2 must be mutually agreeable between the County and the Consultant and be made a part of this Agreement by a written amendment.

2.3. The Consultant’s Scope of Services for Phase 1 includes a Project Schedule which is attached hereto as **Attachment C**. The Project Schedule will be maintained by the Consultant with input from the Project Manager. The Project Schedule may otherwise be updated as necessary, but the Consultant may not make material changes without the Project Manager’s prior written concurrence. 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. The Consultant is and shall remain responsible for the planning and execution of Services in order to meet the Project milestones and completion dates.

2.4. The Consultant must meet with the Project Manager on a regular basis as arranged by the parties to review the status of the Services, the progress of the Project, upcoming critical activities, and overall performance. In addition to the regular meetings, the Consultant must also provide to the Project Manager thorough and accurate monthly progress reports with each Invoice detailing the status of the Project and overall progress, identifying forecasted Services to be performed, and timeframe of the Services.

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

2.6. In performance of the Services, the Consultant is bound by and shall comply with all applicable federal, state, and local laws, regulations, and codes. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those listed in **Attachment A** and those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, and Florida Department of Environmental Protection. Any express reference in this Agreement to a particular statute, rule, standard, or regulation in no way implies that no other statute, rule, standard or regulation applies. Any violation of these laws, rules, standards, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant.

2.7. The Consultant shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care"). The Consultant shall be responsible for the quality, technical accuracy, completeness, and coordination of all designs, drawings, specifications and other services furnished by the Consultant and its subconsultants and/or vendors under this Agreement.

2.8. The parties agree that the County shall retain the absolute right to eliminate any or all Services associated with the Project without penalty or liability for any claims for anticipated overhead or profits.

2.9. The County may conduct performance evaluations at any time during performance of the Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

SECTION 3. ADDITIONAL SERVICES AND FEES

3.1. 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.

SECTION 4. TERM AND TIMELY PERFORMANCE

4.1. 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.

4.2. The date on which days will begin to be charged to the Project shall be the date the County issues a Notice to Proceed to the Consultant for the Project (“Notice to Proceed Date”).

4.3. The Consultant shall complete and deliver to the County 30% design and concept plans for each of the alternative alignments for the Project within 150 days of the Notice to Proceed Date. The Consultant shall complete all of the Services associated with Phase 1 in accordance with the Project Schedule as approved by the Project Manager. The Consultant shall develop a scope of services associated with Phase 2 that shall include a project schedule for Phase 2 which shall be made a part of this Agreement by written Amendment. Phase 2 shall also include the post-design Services to be provided by the Consultant through the construction close-out/final inspection for the work associated with the Project.

SECTION 5. SUBCONSULTANTS

5.1. Subconsultants may be utilized by the Consultant for the Project. The Consultant shall provide the names of all subconsultants performing any Services associated with the Project to the Project Manager.

5.2. Any subconsultant utilized by the Consultant shall be supervised and compensated by the Consultant.

5.3. 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.

5.4. 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.

5.5. 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

6.1. The County agrees to pay the Consultant for the Services performed for Phase 1 of the Project in accordance with the terms of this Agreement on a **lump sum basis in the total amount of \$402,092.10**. This amount includes the Services performed by the Consultant and its subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Consultant's performance of the Services associated with Phase 1. Payment for any Services associated with Phase 2 of the Project must be mutually agreeable between the County and the Consultant and be made a part of this Agreement by a written amendment.

6.2. The lump sum amount for Phase 1 of the Project has been allocated by the Consultant into tasks as set forth in **Attachment B**. Payments will be made by the County to the Consultant for all Services actually, timely and satisfactorily rendered, in monthly increments based on percentage of completion upon presentation of an Invoice submitted in accordance with Section 7.

SECTION 7. PAYMENT PROCEDURES

7.1. 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 the Consultant 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 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.

7.2. The Consultant shall submit an Invoice to the Paying Agent no more than once per month based on the amount of Services done or completed for the Project. The amount of the monthly payment shall be the total value of the Services rendered for the Project to the date of the Invoice, based on the lump sum amounts set forth in **Attachment B**, less requests previously submitted and payments made.

7.3. 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 phase of the Services covered by the Invoice.
- 5) The total amount of payment requested, the Services performed for the Project, 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.

7.4. Upon receipt of an Invoice submitted under this paragraph, 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 that the Invoice is improper and indicate what corrective action on the part of the Consultant is needed to make the Invoice proper.

7.5. 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.

7.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

7.7. To the extent not otherwise expressly provided in the Agreement, any work or services performed under a subconsultant agreement for which the County has agreed to reimburse the Consultant shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Consultant. No other work or services performed under a subconsultant agreement shall be reimbursed.

7.8. 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.

7.9. Final Payment. Subsequent to completion of the Services associated with the Project and prior to final payment, final accounting of the total amount of all payments shall be provided by the Consultant in the form of a detailed cost report showing Invoice number and date of Invoice for all costs sorted by trade division cost code as is maintained by the Consultant in its accounting system. Utilizing the final accounting of costs and the Consultant’s records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment is to be made subject to the County agreeing with the final accounting of cost and payment of Services of the Consultant. It is agreed and understood that the acceptance of the final payment by the Consultant shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or material furnished under this Agreement. It is further agreed and understood that final payment is not due and payable and the County shall not be obligated to remit final payment under the Agreement the Consultant has provided a proper final accounting and any release or waiver of liens and claims or equivalent proof of payments to subconsultants and suppliers.

SECTION 8. CHANGE ORDERS

8.1. Change Orders shall be used when necessary to clarify the Services; to provide for a change in the Services; to provide for an adjustment to the amounts in Consultant’s Project Scope; to provide for a time extension; to settle contract claims; to provide for unforeseen circumstances, and to make the Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Consultant shall review the costs of any proposals and negotiate in good faith with any affected subconsultants in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County’s executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

8.2. 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

9.1. 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:

a. 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.

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 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.

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 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.

d. 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.

e. 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.

9.2. 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.

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

9.4. 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.

9.5. 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

10.1. To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, including its officers and directors from any and all 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 or other persons employed or utilized by Consultant in the performance of the Agreement.

10.2. No negligence shall be attributed to Consultant based on any acts or omissions of County's contractors or other consultants.

10.3. The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

10.4. 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.

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

10.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. DEFAULT AND TERMINATION

11.1. Default. If the Consultant fails to satisfactorily perform any provision of this Agreement, fails to make progress so as to endanger performance under the terms and conditions of the Agreement, fails to perform on time, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement, fails to comply with applicable rules, laws and regulations; or whenever the Consultant ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Consultant to be in default and may assert a default claim by giving the Consultant a written Notice of Default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Consultant shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Consultant will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

11.2. 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 terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager 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 and/or services similar to those terminated, and the Consultant shall be liable for any excess costs 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 Section for Termination for Convenience.

11.3. 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 and/or Project Manager shall give thirty (30) 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 actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Consultant shall be paid only for such Services as are specifically authorized in writing by the County.

11.4. Unless directed differently in the Notice of Termination, the Consultant, shall incur no further obligations in connection with the terminated services, and shall stop services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subconsultant agreements related to the terminated services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Consultant must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Consultant and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

11.5. 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.

11.6. 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.

SECTION 12. DOCUMENT OWNERSHIP AND USE

12.1. All documents, including, but not limited to, notes, files, evaluations, reports, studies, data, drawings, plans, maps, and other records and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant under 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. Upon completion of this Agreement, to the extent requested, all of the documents shall be delivered by the Consultant to the County within seven (7) days of the County making a request.

12.2. The Consultant shall not, and agrees not to, 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 13. AUDIT OF CONSULTANT'S RECORDS

13.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. 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, and the Consultant must make the records available upon request.

13.2. All records 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. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

13.3. 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 subconsultant at the option of the County.

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

SECTION 14. ACCURACY OF SERVICES

14.1. The Consultant shall be responsible for the accuracy of its Services, including Services by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

14.2. Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial engineering, design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

14.3. At any time during the construction of the Project, the Consultant shall confer with the County for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Consultant. The Consultant shall prepare all data to correct its errors and/or omissions without added compensation, even though final payment may have been received therefor.

SECTION 15. PUBLIC RECORDS

15.1. 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:

- 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 Consultant 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 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.

15.2. 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.

15.3. 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:

- 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 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.

- b. 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.
- c. 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) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 16. TAXES

16.1. 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 17. APPROPRIATED FUNDS

17.1. 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 18. SCRUTINIZED COMPANIES CERTIFICATION

18.1. 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 19. E-VERIFY REQUIREMENT

19.1. 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 20. NOTICE

20.1. 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:

If to Consultant:

England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
Attention: Matthew S. Maggiore, P.E.
and Brian Landeweer, P.E.

If to County:

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

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 21. PROHIBITION AGAINST CONTINGENT FEES

21.1. 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 22. TRUTH-IN-NEGOTIATION CERTIFICATE

22.1. 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 23. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

23.1. The Consultant 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.

23.2. 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, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 24. SUSPENSION AND DEBARMENT

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

SECTION 25. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

25.1. 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.

25.2. 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.

25.3. 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.

25.4. 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 26. INDEPENDENT CONTRACTOR

26.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Consultant is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 27. NO ASSIGNMENT

27.1. The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 28. NO THIRD-PARTY BENEFICIARIES

28.1. 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 29. CONFLICT OF INTEREST

29.1. 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.

SECTION 30. AMENDMENT OR MODIFICATION OF AGREEMENT

30.1. 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. Terms or conditions included in a Task Authorization, Invoice, or similar document that are inconsistent with the Agreement are not valid and shall not constitute a modification of the Agreement.

SECTION 31. FURTHER ASSURANCES

31.1. 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. The Consultant further agrees to execute such documents as the County may reasonably require.

SECTION 32. REMEDIES

32.1. 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.

SECTION 33. GOVERNING LAW AND VENUE

33.1. 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 34. ATTORNEYS' FEES

34.1. 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 35. WAIVER

35.1. No waiver by the County of any breach of any provision of this Agreement by the Consultant shall constitute a waiver of any other breach of either the same provision or of any other provision by the Consultant. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 36. SEVERABILITY

36.1. 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 37. HEADINGS

37.1. 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 38. COUNTERPARTS

38.1. 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 39. ENTIRE AGREEMENT

39.1. 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 40. ATTACHMENTS

40.1. All attachments to this Agreement are incorporated by reference as if set out fully herein:

Attachment A	RFQ Scope of Services
Attachment B	Consultant's Scope of Services for Preliminary Design – Phase 1
Attachment C	Project Schedule – Phase 1

SECTION 41. AUTHORITY

41.1. 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. 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.

ENGLAND-THIMS & MILLER, INC.

By: Matt Maggiore

Print Name: Matt Maggiore

Print Title: Executive Vice President



CLAY COUNTY, a political subdivision of the State of Florida

By: Betsy Condon
Betsy Condon (Jan 27, 2023 11:47 EST)
Betsy Condon
Its Chairman

ATTEST:

Tara S. Green

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

ATTACHMENT A

RFQ SCOPE OF SERVICES

**RFQ NO. 21/22-67, GENERAL ENGINEERING CONSULTING SERVICES FOR THE
DESIGN OF RADAR ROAD IMPROVEMENTS FROM SR-17 TO TOWN CENTER
BLVD**

PURPOSE

Clay County is soliciting qualifications from interested firms to provide professional engineering services for the design of Radar Road from Town Center Blvd to US-17 in Clay County, Florida. This assignment shall prepare a complete set of construction documents to construct a new roadway in accordance with the Florida Department of Transportation (FDOT) Standards.

The purpose of this RFQ is to evaluate, rank, and shortlist firms for the complete design of the Radar Road from Town Center Blvd to US-17 and other related services. Interested respondents must be qualified and experienced in professional engineering services of similar size and scope of the proposed Project. Firms must provide evidence of required qualifications, experience, and financial capability and stability in accordance with the information specified in this document. The intent of this RFQ is to qualify firms using the established selection criteria provided herein.

I. GENERAL

1. Project Description

Professional Engineering Services are desired for the design of Radar Road from Town Center Blvd to US-17 in Clay County, Florida. This assignment shall prepare a complete set of construction documents to construct a new roadway in accordance with the FDOT Standards. The design shall consist of the construction of a new two-lane roadway with sidewalk on the south side and a multi-modal path on the north side as outlined in a previous feasibility study for this roadway section (Attachment A). The design alignment may require the acquisition of right-of-way from Fleming Island Plantation CDD (Parcel 04-05-26-014266-901-00). The other adjacent property is owned by the County, in addition to, the 100-foot ingress/egress easement for the County (known as Radar Road).

2. Objectives

The general objective for the Consultant is to prepare a set of contract documents including plans, specifications, supporting engineering analyzes, calculations and other technical documents for the construction of Radar Road from Town Center Blvd. to US-17.

The Consultant shall perform initial field work, survey, which will include verification of horizontal and vertical controls, key map, typical section, summary of quantities, photography, construction cost estimate, drainage design, pipe sizes, drainage calculations, plan and profile design, cross-sections, standard roadway drawings, right-of-way support, signing and pavement marking map, signalization plans where necessary, utility agency coordination, estimated construction costs,

surveying, soil survey and geotechnical, summary of drainage structures, and securing the necessary permits from the appropriate regulatory agencies such as: The Florida Department of Environmental Protection (FDEP), The St. Johns River Water Management District, FDOT, etc., as the construction plans progress.

3. General Project Tasks

The Consultant shall prepare a set of contract documents in accordance with the most current FDOT, manuals, guidelines, standards, handbooks, procedures, and current design memorandums unless otherwise approved by the County's Engineer. This work effort includes required design and analysis to prepare a complete set of Roadway, Traffic Control, Utility Adjustment, Signalization, Bid Documents, Specifications, Computation Book and Quantities, and other necessary documents.

4. Plans and Specifications Submittals

The Consultant shall furnish plans, specifications, and additional documents as required by the County to adequately control, coordinate, and approve the plans.

The Consultant will prepare all plans, specifications, and permit applications related to all required permits, and respond to permitting agency requests for additional information. The Consultant will assist Clay County in all negotiations and communications required during the processing of these permits.

Drawings with budget cost estimates and supporting documents will be submitted for review and approval by the County at 30%, 60%, 90%, and final completion stage. Any changes, refinements, or modifications, which may be required after review, shall be completed by the Consultant and submitted to the County for approval at the next completion stage.

The Consultant shall distribute phase submittals as shown:

Phase I - Concept Submittal

- Submit three (3) alternative roadway designs
 - One shall be the design in the feasibility study that is attached
 - One shall push the alignment into the Library entrance to the north and eliminate the round-about, Attachment A.
 - One could be for any other design that is more feasible than the others.
- Submit one (1) copy of each alternatives' cost estimate
- Summarize the cost/benefits of each alternative
- Concept Submittal plans will need to be reviewed by the Development Review Committee (DRC).

Phase II - 60% Submittal

- Submit three (3) sets of roadway plans from the selected alternative
- Submit three (3) copies 60% cost estimate
- Submit list of all permits, which will need to be acquired to construct the project along with any application fee

Phase III - 90% Submittal

- Submit three (3) sets of roadway plans
- Submit three (3) copies 90% cost estimate
- Submit three (3) copies of any relevant completed technical report, analysis or study
- 90% Submittal plans will need to be reviewed by the Development Review Committee (DRC).

Phase IV (Final) - 100% Submittal

- Submit three (3) sets of roadway plans sheets
- Submit three (3) copies 100% cost estimate
- Submit three (3) copies of any relevant completed technical report, analysis or study

The Consultant shall provide copies of the required plans and documents for each Phase Review. Prior to each Phase Review, the County's Project Manager will determine the specific number of copies required prior to each submittal.

Up to six (6) sets of plans will be submitted to the County upon acceptance of the final construction documents plans. One additional set of roadway plans will be signed and sealed by the registered engineer. The Consultant shall also deliver final construction plans and documents in digital format. The final construction plans and documents shall be digitally signed and sealed files delivered to the County on acceptable electronic media, as determined by the County.

5. Project Bidding and Negotiating

The Consultant will coordinate with the County's Purchasing Department the preparation of a bid package and specifications for the bidding of this project. Said bidding shall be in accordance with the County's normal bidding procedures. The Consultant shall assist with answering questions and clarifications during the bidding phase of the project and shall anticipate processing one addendum to the bid. Upon bid submittal, the Consultant shall assist with bid tabulations and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant and Clay County Purchasing Department.

6. Schedule

The Consultant shall provide a schedule for all work required as part of this solicitation. The goal would be to have the design complete by the end of Fiscal Year 2022-23 (Sept. 30, 2023) and dependent upon right-of-way needs start construction once any right-of-way is secured.

7. Provisions for Work

All maps, plans, designs, and necessary documents are to be prepared with English values in accordance with all applicable current FDOT manuals, memorandums, guidelines and other documents listed below:

- General
 - Florida Statutes
 - Florida Administrative Codes
 - Florida Department of Transportation Project Development and Environmental Manual
 - Florida Department of Transportation Plans Preparation Manual
 - Florida Department of Transportation Standard Specifications for Road and Bridge Construction
 - Florida Department of Transportation Handbook for Preparation of Specifications Package
 - Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
 - Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
 - Bicycle Facilities Planning and Design Manual, Rev. Ed. 1982
 - CADD Production Criteria Handbook
 - CADD Manual
 - Florida's Level of Service Standards and Guidelines Manual for Planning
 - Equivalent Single Axle Load Guidelines
 - Design Traffic Procedure
 - K-Factor Estimation Process
 - Project Traffic Forecasting Guidelines
 - Florida Department of Transportation Basis of Estimates Manual
 - Quality Assurance Guidelines
 - Safety Standards
 - Rule 5J-17, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
 - Department of Environmental Protection Rules Governing Mean High Water and Jurisdictional Line Surveys
 - Any special instructions from the DEPARTMENT
 - Utility Accommodations Guidelines

- Policy for Geometric Design of Highways and Streets
 - Florida Department of Transportation Materials Manual
- Permits
 - Any and all necessary Environmental Resource Permits and requirements
- Drainage
 - Drainage Manual
 - Drainage Handbooks
 - Storm Drain
 - Optional Pipe Materials
 - Stormwater Management Facility
 - Cross Drain
 - Erosion and Sediment Control
 - Hydrology
 - Temporary Drainage Handbook
- Survey
 - Location Survey Manual
 - Highway Field Survey Specifications
 - Automated Survey Data Gathering
 - Outline Specifications for Aerial Surveys and Photogrammetry for Transportation Projects
 - Standards for Consultant-Submitted G.P.S. Static Control Projects
 - EFB User Guide
 - Chapter 472, F.S.
 - Chapter 177, F.S.
 - FDEP Bureau of Surveying and Mapping
- Traffic Operation Manuals
 - American Disabilities Act
 - AASHTO - Guide for Development of Bicycle Facilities
 - Federal Highway Administration Standard Highway Signs Manual
 - Florida Department of Transportation Traffic Engineering Manual
 - Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)
 - National Electrical Code
 - National Electric Safety Code
 - Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCO)
 - Minimum Specifications for Traffic Control Signal Devices
 - Florida Department of Transportation - Florida Roundabout Guide
 - FHWA - Roundabouts: An Informational Guide

- Florida Department of Transportation Median Handbook
 - AASHTO - An Information Guide for Highway Lighting
- Mapping
 - Right-of-Way Mapping
 - Florida Department of Transportation Right-of-Way Handbook
 - Florida Department of Transportation Right-of-Way Manual
- Structures
 - AASHTO Standard Specifications for Highway Bridges and Interims (for curved steel bridges and pedestrian bridges only)
 - AASHTO LRFD Bridge Specifications and Interims
 - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
 - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, dated 1994
 - AASHTO LFD Guide Specifications for Steel Curved Girder Bridges
 - AASHTO Guide Specifications for Horizontally Curved Highway Bridges
 - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
 - AASHTO Guide Specifications for Design of Pedestrian Bridges
 - AASHTO Guide Specifications for Structural Design of Sound Barriers
 - Florida Department of Transportation Structures Design Guidelines
 - Florida Department of Transportation Structures Detailing Manual
 - Florida Department of Transportation Structures Standard and Semi-Standard Drawings
 - Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
 - Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)
 - Florida Department of Transportation - New Directions For Florida Post-Tensioned Bridges Volumes 1-5
 - Florida Department of Transportation Bridge Load Rating Permitting And Posting Manual
- Geotechnical
 - Soils and Foundation Handbook
 - Manual of Florida Sampling and Testing Methods
- Landscape Architecture
 - Florida Highway Landscape Guide

- Right-of-Way & Real Estate Support Services
 - Assist with the acquisition of rights-of-way, easements and properties for County projects. This may involve performing property, right-of-way and easement boundary surveys; preparing R/W plans, maps, and legal descriptions; performing title searches and abstracts; staking right-of-way in the field; performing appraisal, acquisition and relocation services in accordance with County and FDOT requirements; and Land Use Planning services for property acquisition by negotiation and eminent domain, e.g., impact and "cure" purposes for appraisals, or reviewing and commenting on such work.

II. ROADWAY ANALYSIS

The Consultant shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums unless otherwise approved by the County's Engineer.

1. Survey

The Consultant shall provide the project Survey prior to the first plans submittal.

2. Right-of-Way and Real Estate Support Services

Assist with the acquisition of rights-of-way, easements and properties for County projects. This may involve performing property, right-of-way and easement boundary surveys; preparing R/W plans, maps, and legal descriptions; performing title searches and abstracts; staking right-of-way in the field; performing appraisal, acquisition and relocation services in accordance with County and FDOT requirements; and Land Use Planning services for property acquisition by negotiation and eminent domain, e.g., impact and "cure" purposes for appraisals, or reviewing and commenting on such work.

3. Preliminary Horizontal Control Plan

The Consultant shall provide a Preliminary Horizontal Control Plan prior to the first plans submittal.

4. Horizontal/Vertical Master Design Files

The Consultant shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management and scope of work.

5. Traffic Control Analysis

The Consultant shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop-offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The Consultant shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. Before proceeding with the Traffic Control Plan, the Consultant shall meet with the appropriate County personnel. The purpose of this meeting is to provide information to the Consultant that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The Consultant shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the Consultant shall notify the County's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the County. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities.

6. Master TCP Design File

The Consultant shall develop master Traffic Control Plan (TCP) files.

7. Quantities and Cost Estimates

The Consultant shall develop accurate quantities and cost estimates including supporting documentation. This also includes estimated construction days.

8. Utility Coordination

The Consultant shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plans submittal. The Consultant shall develop utility conflict information to be provided to County Project Manager. The County shall coordinate with the identified UAOs and provide any Utility Work Schedule to the Consultant. The Consultant shall review Utility Work Schedules provided by the UAO versus the project design, TCP and the estimated construction time.

9. Quality Assurance/Quality Control

The Consultant shall submit their Quality Assurance / Quality Control (QA/QC) Plan that will be used during the design of this project to the County's Project Manager within twenty (20) calendar days of the written Notice to Proceed.

III. DRAINAGE ANALYSIS

The Consultant shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The Consultant shall be responsible for reviewing the existing drainage and stormwater management system to check for maintenance issues. All design work shall comply with the requirements of the appropriate regulatory agencies and the Florida's Department of Transportation Drainage Manual and Stormwater Management Facility Handbook.

The Consultant shall coordinate fully with the appropriate permitting agencies and the County's staff. All activities and submittals should be coordinated through the County's Project Manager. The work will include the engineering analyses for any or all of the following:

1. Drainage Map Hydrology

Verify the accuracy of the drainage basin boundaries to be used in the original design. Basin delineation shall incorporate existing survey and shall be supplemented, as necessary, with other appropriate data sources (such as permitted site plans) and field observations. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Prepare the Drainage Maps in accordance with the Florida Department of Transportation Plans Preparation Manual.

2. Under Drain Systems

Analyze and Design underdrain to provide adequate relief from heightened groundwater levels that may harm the roadway system. Determine the size and length of underdrain necessary to keep seasonably high groundwater down to an acceptable elevation.

3. Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions.

IV. ROADWAY PLANS

The Consultant shall prepare Roadway, Drainage, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction: key sheet, drainage map(s), typical sections sheet(s), summary of quantities sheet(s), box culvert data sheet(s), summary of drainage structures sheet(s), project layout sheet(s), reference points, general notes, plan/profile sheet(s), special profile sheet(s), intersection layout sheets, miscellaneous detail sheet(s) (if applicable), drainage structure sheet(s), miscellaneous drainage detail sheet(s) (if applicable), pond detail sheet(s), pond cross section sheet(s), lateral ditch sheet(s), control structure detail sheet(s), roadway soil survey sheet(s), cross section sheet(s), SWPPP sheet(s), erosion control sheet(s), traffic control sheet(s), utility adjustment sheet(s), utility verification sheet(s) (if applicable) and any other detail sheets necessary to convey the intent and scope of the project for the purpose of construction.

Computerized aerial drawings will be utilized in the development of the roadway plans. Stationing of the project will be approximate and will be based on existing information. Plans production will generally follow FDOT tabloid size plan format.

V. TRAFFIC CONTROL PLAN

The Consultant shall prepare plan sheets, notes, and details to include the following: typical sections sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), tabulation of quantities sheets(s), and traffic control plans sheets(s) for the cross-drain replacements or relocation only.

VI. UTILITIES

The Consultant shall be responsible for attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the roadway plans. In addition, any utility may piggy-back this design contract to add any necessary facilities required in the roadway. A fee for specific utility work would be agreed upon by the appropriate parties.

The County shall be responsible to coordinate utility relocation with all Utility Agency / Owners. The County shall provide markups and/or utility work schedule to the Consultant. The Consultant shall be responsible for reviewing the information in reference to the proposed improvement and to incorporate the utility information into the Utility Adjustment Plans.

VII. ENVIRONMENTAL SERVICES AND PERMITS

1. Preliminary Project Research

The Consultant shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure the design efforts are properly directed towards permits requirements. The Consultant shall perform and produce a Wetland Evaluation Report, Endangered Species Report and Biological Assessment and Essential and Habitat Report.

The Consultant shall also review for any existing easements or other restrictions that may exist both within or proposed project boundary. The Consultant shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Project research may include but should not be limited to review of available federal, state, and local permit files and databases, local government information including county and property appraiser data. This information will be shown on the plans as appropriate.

2. Field Work

a. Quality Assurance/Quality Control

At the Pre-construction Conference, the Consultant must be prepared to discuss the Erosion Control Plan, including environmentally sensitive areas, and known risk, proposed avoidance measures, and the special requirements listed in the permit for this project. Payment for attending the Pre-construction Conference will be made through Post Design Services, to be negotiated post-Letting.

VIII. SIGNING AND PAVEMENT MARKINGS

The Consultant shall prepare plan sheets, notes, and details to include the following: General Note sheet(s), Tabulation of Signing and Marking sheet, and Special Marking Details sheet(s).

IX. SIGNALIZATION

The Consultant shall prepare plan sheets, notes, and details to include the following: General Note sheet(s), Signalization Plans Sheets, Span mount equipment details, Overhead street name sign details sheets, sign bracket arm details sheets, Tabulation of all Signalization equipment, and all loops data sheet(s).

X. SPECIAL PURPOSE ROUTE SURVEY

The Consultant shall be responsible for survey operations adequate for the design as per Florida Statue.

XI. MAPPING

The Consultant will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable Manuals, Procedures, Handbooks, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to County size and format requirements utilizing approved software, and will be designed to provide a high degree of uniformity and maximum readability. The Consultant will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the County for review at stages of completion as negotiated.

XII. GEOTECHNICAL

The Consultant shall be responsible for a complete geotechnical investigation. All work performed by the Consultant shall be in accordance with all applicable standards.

Prior to beginning geotechnical investigation, the Consultant shall submit investigation plan and meet with the County's Project Manager or representative to review the project scope and applicable requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The Consultant shall notify the County in adequate time to schedule a representative to attend all related meetings and field activities.

1. Document Collection and Review

Consultant will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, Consultant shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

The Consultant shall be responsible for coordination of all geotechnical related fieldwork activities. The Consultant shall retain all samples until acceptance of Phase IV plans.

Consultant shall perform specialized field-testing as required by project needs.

All laboratory testing and classification will be performed in accordance with all applicable standards including, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

2. Detailed Boring Location Plan

Develop and provide detailed boring location plan.

3. Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

4. Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the County's Project Manager.

5. LBR Sampling

Collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

6. Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

7. Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

8. Design LBR

Determine design LBR values from the 90% and mean methods.

9. Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

10. Seasonal High-Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

11. Parameters for Water Retention Areas

Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

12. Limits of Unsuitable Material

Delineate limits of unsuitable material(s) in both horizontal and vertical directions. If requested, prepare a plan view of the limits of unsuitable material.

13. ASCII Files for Cross-Sections

Create ASCII files of boring data for cross-sections.

14. Embankment Settlement and Stability

Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

15. Design Groundwater Level for Structures

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

16. Soil Parameters for Signs, Signals, and Strain Poles and Geotechnical Recommendations

Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

17. Box Culvert Analysis

- Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.
- Provide lateral earth pressure coefficients.
- Provide box culvert construction and design recommendations.
- Estimate differential and total (long term and short term) settlements.
- Evaluate wingwall stability.

18. Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

19. Preliminary Roadway Report and Pavement Evaluation Report

If a preliminary roadway investigation is performed, a preliminary roadway report shall be submitted before the Phase I plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- Results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The Consultant will respond in writing to any changes and/or comments from the County and submit any responses and revised reports.
- If a pavement evaluation is performed, the evaluation and report submittal shall be in accordance with Section 3.4 of the Materials Manual: Pavement Coring and Evaluation.

20. Final Roadway Report

The Final Roadway Report shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- Results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

- The Consultant will respond in writing to any changes and/or comments from the County and submit any responses and revised reports.

21. Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map. Soil symbols must be consistent with those presented in the latest FDOT Soils and Foundations Handbook.

XIII. POST DESIGN SERVICES

Post Design Services may include, but not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings, and load ratings. Specific services will be negotiated at a later date as necessary as a contract amendment.

Post Design Services are not intended for instances of Consultant errors and/or omissions.

1. Digital Delivery

The Consultant shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the County on acceptable electronic media, as determined by the County.

Performance Evaluation

A work performance evaluation will be conducted periodically and at the completion of each various project.

Additional Services

If the County identifies any additional services or projects to be provided by the firm that are not covered under the agreement that are beneficial to the County, such additional services shall be mutually negotiated between the County and the Firm.

**ATTACHMENT B
CONSULTANT'S SCOPE OF
SERVICES FOR PRELIMINARY
DESIGN – PHASE 1**

SCOPE OF SERVICES FOR PRELIMINARY DESIGN

RADAR ROAD IMPROVEMENTS CONCEPT PLANS

CLAY COUNTY, FLORIDA

January 18, 2023

I. SCOPE OF THE PROJECT

The design of Radar Road Improvements project consists of a new roadway alignment including existing and proposed stormwater conveyance and treatment facilities, roadway drainage, utility coordination, and new traffic signals. The limits of the project are from Town Center Boulevard to US-17.

The design shall consist of a new two-lane roadway with sidewalk on the south side and a shared use path on the north side of the roadway.

It is anticipated that three (3) alternative roadway designs will be submitted for review with the initial 30% submittal to Clay County. A preferred alignment will be selected by the County at this stage of the project.

Final design will be performed under a separate authorization from the County.

This scope of services will include survey, geotechnical exploration and testing, SJRWMD, FDEP, FDOT and Clay County coordination.

Task – Project General and Project Common Tasks

This task consists of project general / common tasks including: Contract Maintenance and Specifications Package Preparation, and the preparation of graphics and attendance for one public meeting. Specific Tasks include:

Public Meeting Preparations

Includes assisting the County with preparation of materials for public meetings, e.g., exhibits, and coordination with County staff. One public meeting with the FDOT and the County is anticipated.

Public Meeting Attendance/Follow-up

Task includes set-up, attendance at the public meeting and preparation of a meeting summary. The summary includes a copy of all slides, boards, handouts, completed sign-in sheets and completed comment forms. Includes two participants.

Contract Maintenance and EDMS

Includes project management efforts for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports, schedule updates and compilation and submittal of project documentation.

Prime Consultant Project Manager Meetings

Includes only Project Manager staff hours for phase review, progress review, miscellaneous review meetings, and other design activities meetings, including any travel time. Meetings required for other staff for each Activity are included in the meetings section for that specific Activity. As indicated in the Fee proposal.

Electronic/Digital Delivery

Includes submitting applicable documents and contract plans in digital format. Electronic Delivery to the County and Permitting agencies.

ICE Analysis

This task includes the preparation of an Intersection Control Evaluation as required by the FDOT. The evaluation will consider multiple context-sensitive control strategies and will identify / select a control strategy meeting the project's access needs. Specifically, the chosen control will fit the location's context classification, provide safe travel for all road users, and reflect the overall best option.

Task - Roadway Analysis

This task consists of the design of geometrics for the project using FDOT and/or Clay County design standards as appropriate. The design elements to be analyzed will include horizontal alignment, vertical alignments, lane widths, turn lane lengths, shoulder widths, cross slopes, cross slope correction (if necessary), lane transitions, and features of intersections. Opinions of the probable project construction cost will be submitted at the 30% design phase. FDOT reviews and permitting will also be required for the connection at US 17.

This task is for Preliminary Roadway Analysis. The Preliminary Roadway Analysis includes the effort required to prepare three preliminary designs of alternative alignments between Town Center Boulevard and US 17.

Specific Tasks include:

Typical Section Package

All work required to develop and obtain approval of the typical section package according to the County. Also includes any modification received from reviews.

Horizontal /Vertical Master Design Files

All efforts required for establishing the master design files for the horizontal and vertical geometry, drainage structure features, utilities (including conflict location identification and adjustments), etc. This includes all work to create elements showing the alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets.

Access Management

Includes all efforts required to determine location and types of median openings and driveway connection spacing.

Roadway Quantities

Includes all work required to determine the roadway quantities preparing the supporting documentation at the 30% plan stage.

Roadway Cost Estimate

Preparing roadway cost estimates at 30% plan stage.

Field Reviews

Includes travel time for trips to field to obtain data necessary for roadway design.

Technical Meetings

Roadway Meetings with County and/or Agency staff such as pavement design meetings, local governments, etc. Excludes Project Manager hours.

Task - Roadway Plans

This task consists of the preparation of roadway plans in accordance with County standards. Plans will include:

- Key Sheet
- Typical Sections
- General Notes/Pay Item Notes
- Project Layout
- Plan Sheet

Task - Drainage Analysis

This task consists of a drainage analysis of the stormwater drainage system required for the roadway extension. Design work shall follow the requirements of the respective regulatory agencies. The objective is to design a stormwater collection system for the new 2-lane roadway.

Two detention ponds are anticipated along the Radar Road corridor. Pond site alternatives will be evaluated along with the 30% plans. Design of storm drains will be required along the entire length of the project for the anticipated urban typical section.

This task is for the Preliminary Drainage Analysis. The Preliminary Drainage Analysis includes the effort required to evaluate potential pond sites and other treatment and attenuation options with respect to the three preliminary designs of alternative alignments between Town Center Boulevard and US 17.

Specific Tasks include:

Determine Base Clearance Water Elevation

Review of the soils report and documentation to determine the base clearance.

Pond Siting Analysis and Report

Includes the evaluation of multiple pond sites per basin. Gather relevant existing information and basin characteristics such as degree of urbanization, right of way constraints, potential utility impacts, and quantity of environmental impacts.

Design of Stormwater Management Facility

Includes determining pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, etc.), routing, outlet control structure design

Drainage Design Documentation Report

This task is for writing and developing the report. Calculations are to be included in the report, however hours to perform calculations are included in the respective analysis task.

Drainage Cost Estimate

Prepare cost estimates for the drainage components at 30% plan stage.

Field Reviews

Includes travel time for trips to field to obtain data necessary for drainage design.

Technical Meetings

Drainage Meetings with County and/or Agency staff such as pavement design meetings, local governments, etc. Excludes Project Manager hours.

Task - Drainage Plans

This task consists of the preparation of roadway plans in accordance with County standards. Plans will include:

- Drainage Map
- Detention Ponds
- Erosion Control Plan
- SWPPP

Task - Utilities

This task includes coordination of the roadway design with affected utility companies to minimize conflicts. Existing as-built utility information obtained from the utility providers will be shown on the plans. Any utility relocation design shall be the responsibility of the affected utility companies. Specific tasks include:

Kickoff Meeting

Prior to any contact with the UAOs, the Consultant shall meet with the County to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with County procedures. Consultant shall bring a copy of the design project work schedule reflecting utility activities.

Identify Existing UAO(s)

Includes Research Time (office and field time) and travel time if applicable. Identify known utilities in the corridor; review prior utility permits, reports, existing plans and surveys provided. Identification shall include type, size, capacity (transmission or distribution for gas or power) and Contact Sunshine 811.

Make Utility Contacts

(First Contact) Send letters and two sets of plans to each utility, one set for the County, one set each to construction and maintenance office if required. Request type, size, location, easements, and cost for relocation if applicable.

(Second Contact) At a minimum of 4 weeks prior to the meeting, the Consultant shall transmit two complete sets of 60% plans and the utility conflict information (if applicable) to each UAO having facilities located within the project limits, and one set to the County.

(Third Contact) Identify agreements and assemble packages. Send agreements, letters, the utility conflict information (when applicable), and two sets of plans to the UAOs including all component sets, one set for the County, one set to construction and maintenance if required. Include the design schedule.

Preliminary Utility Meeting

Includes pre-meeting preparation time + travel time + meeting duration + preparation of minutes, per meeting. The Consultant shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all affected UAO(s) for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAOs to present proposed facilities. The Consultant shall keep accurate minutes and distribute a copy to all attendees.

Individual/Field Meetings

Includes time for trips to the field to gather data for conflict resolution/utility issues and/or meetings with UAO(s). Lump sum based on pre-meeting preparation time + travel time + meeting duration + preparation of minutes, per meeting. The Consultant shall meet with each UAO as necessary, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, optional clearing and grubbing work, and assist in the development of the UAO's plans and work schedules.

Collect and Review Plans and Data from UAO(s)

Review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans.

Task – Permitting (SJRWMD, FDEP, FDOT)

This task includes environmental services along the project corridor and providing assistance with an ERP and FDEP application. Services also include coordination with SJRWMD and FDEP and environmental responses to requests for information (RFI). A FDOT Connection Permit and Drainage Permits are also anticipated. Specific Tasks include:

Preliminary Project Research

Data gathering including desktop analysis from relevant sources including PD&E studies, county, local agencies, WMD, USACE, USCG, etc. Research conservation easement or, title restrictions. Review any other information available from the County or St. Johns River Water Management District and verify background data. This task includes a preliminary field review.

Technical Meetings

Engineering Meetings with County and/or Agency staff.

Task - Signing and Pavement Markings Analysis

This task includes the design of pavement markings and roadside signage as required for the project improvements. The design and plans shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), Clay County and FDOT standards, as appropriate. Specific Tasks include:

Signing and Pavement Marking Reference and Master Design File

Develop master design file showing all signing and pavement markings. Includes all work necessary to create the master design file and design the signing and pavement markings.

Signing and Pavement Markings Quantities

Includes all work required to determine the Signing and Pavement Markings quantities and preparing the supporting documentation the 30% plan stage.

Signing and Pavement Markings Cost Estimate

Preparing an initial Signing and Pavement Markings cost estimate at the 30% plan stage.

Task - Signing and Pavement Markings Plans

This task consists of the preparation of Signing and Pavement Markings plans in accordance with County standards. Plans will include:

Signing and Pavement Markings Plan Sheets

Task – Traffic Signalization Analysis

This task includes the design of new traffic signals at Town Center Boulevard and US 17. The design and plans shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), FDOT, and Clay County standards. Specific tasks include:

Reference and Master Signalization Design File

All efforts required per intersection for establishing the signal master design file to include reference files of topo, r/w, roadway, pavement markings, utilities files, etc. Includes the design and layout of proposed signal heads, loops, pedestrian signals, conduit, pull boxes, and service points, etc. Also includes proposed call outs, pay item numbers, loop detector chart, controller timing chart, signal/ pedestrian head details, sign details, controller notes, and signal operating plan, etc.

Traffic Signal Quantities

Includes all work required to determine the Signal quantities preparing the supporting documentation at the 30% plan stage.

Traffic Signal Cost Estimate

Preparing an initial Signal cost estimate at the 30% plan stage.

Task – Traffic Signalization Plans

This task consists of the preparation of Traffic Signalization Plans in accordance with County standards. Plans will include:

- Tabulation of Quantities
- General Notes/Pay Item Notes
- Signal Plan Sheets

Task - Topographic Surveying (ETM Surveying & Mapping, Inc.)

This task includes topographic survey for the Radar Road corridor including approaches in each direction. This task also includes the preparation of a boundary survey for Radar Road along with the plat and placement of permanent reference monuments needed for the property transfer to Clay County. Please see the attached detailed scope of services from ETM Surveying and Mapping, Inc.

Task – Subsurface Utility Exploration (ETM Surveying & Mapping, Inc.)

This task includes a budget for utility research, utility designation/surveying and subsurface utility excavations (soft digs). The extent of subsurface utility exploration will be determined during final design efforts. Please see the attached detailed scope of services from ETM Surveying and Mapping, Inc.

Task - Geotechnical Engineering (Meskel & Associates, PLLC)

The Consultant will provide supplemental geotechnical exploration and testing to support the design of the proposed roadway widening, drainage system and the proposed pond. Please see the attached detailed scope of services from Meskel & Associates Engineering.

II. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The following is a list of the required project deliverables:

	11" x 17"	
PHASE REVIEW	Copies	Digital Copy
30% Phase Plans	3	1

III. CLAY COUNTY RESPONSIBILITIES

A. DOCUMENTS

The County shall provide to the Consultant any available plans, maps, or other pertinent information essential to the satisfactory completion of the work indicated herein.

B. REVIEWS

The County will provide timely reviews of the Consultant's work in accordance with the schedule agreed upon between the County and the Consultant. Each review period by the County shall be approximately four weeks, at which time all comments will be forwarded to the Consultant.

IV. TIME SCHEDULE

Within ten (10) days after the Notice-To-Proceed, the Consultant shall provide a schedule of calendar deadlines. The schedule shall be prepared in a format prescribed by the County.

V. FEE SCHEDULE

Task	Lump Sum	Budget
Project General and Project Common Tasks	\$17,389.59	
Preliminary Roadway Analysis	\$50,930.98	
Roadway Plans	\$17,485.63	
Preliminary Drainage Analysis	\$51,320.34	
Drainage Plans	\$12,270.65	
Utilities	\$6,232.28	
Permitting (SJRWMD, FDEP, FDOT)	\$23,182.56	
Signing and Pavement Markings Analysis and Plans	\$9,822.26	
Traffic Signalization Analysis & Plans	\$14,583.31	
Topographic Surveying (ETM Survey & Mapping)	\$97,185.00	
Subsurface Utility Exploration (ETM Survey & Mapping)		\$56,730.00
Geotechnical Engineering (Meskel)	\$33,300.00	
Subtotal Base Design Services	\$333,702.60	\$56,730.00
Expenses		\$11,659.50
Project Total	\$402,092.10	

The amounts of each above item may be shifted between items as needed, if permitted by Clay County.

Sub-Consultant Back-up

Topographic Survey
Subsurface Utility Exploration
ETM Surveying & Mapping

Rev. December 29, 2022

Mr. Brian Landeweer, P.E.
Project Manager/Shareholder
England, Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258
LandeweerB@etminc.com

Reference: ***Radar Road from West of Town Center Blvd to US-17,
Clay County, Florida ~ Surveying Services***

Dear Mr. Landeweer,

Pursuant to your request, ETM Surveying & Mapping, Inc., is pleased to submit a fee proposal for providing Right of Way, Topographic and Utility data for the above referenced project located in Clay County, Florida. Our proposed scope of services and fee schedule are as follows:

Task 1: Topographic Route Survey

Prepare a 3D DTM and topographic route survey for design purposes of an approximate 2200-foot corridor for a section of Radar Road and a portion of the County property at the NE corner of Radar Road and Town Center Boulevard in Clay County, Florida. The limits of survey extend from 400 feet westerly of the Town Center Boulevard and Radar Road intersection easterly to US-17 and includes 700 feet northerly on US-17 and 700 feet southerly, it is also inclusive of a 1200 foot corridor on Town Center Boulevard all as depicted on the graphic received from ETM and attached hereto as Exhibit A. The survey will combine laser scanning and conventional survey to populate the DTM. The survey will extend from proposed right of way to proposed right of way plus 20 feet. The surveyed data will be referenced to NAD83/2011 horizontal datum and the NAVD88 vertical datum.

Horizontal control points will be established at 1000 foot intervals and Benchmarks will be placed at the begin/end survey and TBM's will be placed at 1000' intervals through the project corridor. The baseline of survey will be staked at begin/end survey and at 1000 foot intervals through the project corridor, side street baselines will also be staked.

Check cross sections will be taken at 1000 foot intervals through the project limits and one will be taken on each side street.

Cross section of the pond on the library property at 100' stations

Reference: **Radar Road, Clay County, Florida ~ Surveying Services**

The location and mapping of planted trees will be limited to type and diameter, improvements will be limited to above ground visible evidence only. Pipe sizes, types and inverts will be obtained where accessible from the surface through manholes and inlets. The deliverables will consist of digital data (Cadd) files of the survey data in MicroStation ORD format suitable for civil engineering design.

Lump Sum Fee.....\$81,385.00

Task 2: 3D Modeling of Existing Features

Prepare 3D models of the existing features along and within the project corridor.

Lump Sum Fee.....\$15,800.00

Task 4: Subsurface Utility Services

Provide subsurface utility designating services for the project described above and as depicted on graphic provided by client. Through our initial design ticket through Sunshine811, we have found approximately ten utility owners within our project vicinity with approximately 53,000 linear feet of utilities to be designated (Approximately 35,000 linear feet along US17 and 18,000 linear feet along Radar Road/Town Center Boulevard). This scope of services also includes providing up to twenty test holes and eight mast arm clearances as directed by the engineer of record for obtaining confirmation of various subsurface utility types and depths (to top of service or pipe) sufficient for engineering design purposes. The underground utility test holes and utility designation will be surveyed and incorporated into an acad file for use in engineering design.

Utility Coordination \$7,450.00

Designating \$30,400.00

Survey \$18,880.00

Maximum Limiting Fee..... \$56,730.00

***Subsurface Utility Test Hole quantities are an estimate based on information provided by our Sunshine 811 design ticket for the project area. Only actual services rendered will be invoiced as billable, with a minimum of four test holes being required. A mobilization fee of \$400 will be charged if the minimum of 4 test holes are not authorized.**

Items Not Included

Plat Processing for Recordation
Document Processing for Recordation
As-Built Survey
Sketch and Legal Description

Title Review
Construction Layout
Tree Survey
Research/Consultation

Reference: **Radar Road, Clay County, Florida ~ Surveying Services**

Cost such as additional printing and delivery services will be invoiced at direct cost plus 15%. Fees outlined hereon are valid for a period of 90 days from the above referenced date.

Please indicate your agreement with this proposal and the attached General Conditions by signing in the space provided and return one copy to our office.

If you should have any questions or need additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

ETM Surveying and Mapping, Inc., INC.



Scott A. Graham, P.S.M.
Vice President

Accepted this _____ day

of _____, 2022.

By: _____

Signature

Print Name and Title

Company

Attachments: General Conditions, Hourly Rates

2022 Schedule of Hourly Rates

Administrative/Office Survey Support

Principal Surveyor	\$235.00/HR
Senior Surveyor/Senior Project Manager	\$205.00/HR
Director	\$175.00/HR
Senior Project Surveyor	\$180.00/HR
SUE Coordinator	\$165.00/HR
Project Surveyor	\$160.00/HR
Project Manager – Survey	\$125.00/HR
Associate Project Manager – Survey	\$90.00/HR
CADD Survey Technician	\$110.00/HR
Administrative Support	\$90.00/HR
Expert Witness Services	\$320.00/HR

Field Survey

Field Supervisor	\$135.00/HR
Survey Field Crew (3 man)	\$180.00/HR
Survey Field Crew (2 man)	\$140.00/HR
Survey Intern	\$110.00/HR
SUE Technician	\$125.00/HR
SUE Field Crew	\$210.00/HR
Soft Hole (local-per hole, min. 5 holes)	\$400.00
Hard Hole (local-per hole, min. 5 holes)	\$500.00
Hard Hole (asphalt or concrete repair surcharge)	\$1,500.00
Mast Arm Clearance	\$2,300.00
Utility Designating Crew (Day Rate)	\$1,900.00
Utility Coordinator	\$120.00/HR
GIS Field Crew	\$128.00/HR
GIS Technician	\$107.00/HR

Radar Road



Geotechnical Services
Meskel & Associates Engineering, PLLC

November 29, 2022



Brian Landeweer, PE
England-Thims & Miller
14775 Old St. Augustine Road
Jacksonville, Florida 32258

Subject: Proposal for Geotechnical Exploration and Engineering Services
Radar Road Improvements
Clay County, Florida
MAE Proposal No. 040122

Dear Mr. Landeweer:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project. Your proposal request email of November 10, 2022 included a Scope Exhibit prepared by ETM that shows the proposed improvements and requested geotechnical field scope.

Based on the provided information, we understand that the project will include improvements to Radar Road to make it a 4-lane roadway from Town Center Drive to US Highway 17 in Clay County. The improvements will include additional roadway, traffic signals at Town Center Drive and US 17 intersections, and expanding the existing stormwater ponds near the Town Center Drive intersection.

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Based on the provided information, we understand the following field services are requested:

Test Location	Test No. & Type	Test Depth ft below ground surface
Traffic Signals – Town Center Dr.	3 SPT*	30
Traffic Signals – US 17	4 SPT*	30
Stormwater Pond Expansions (3)	7 SPT*	20
Pavement Cores, Radar Rd & US 17	6	2**
New Roadway	11 Auger	6

*Standard Penetration Test (SPT) Boring

**Each core will be through pavement structure (asphalt surface and base material), plus 2-foot auger into subgrade

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. Any private utilities not included in the SSOC system will need to be located by the property Owner. In addition, a private utility locator may be necessary to locate any utilities not included in the SSIC system.

Based on our recent site visit, we anticipate that MOT services will be necessary to maintain a safe work site for our field crew and maintain traffic flow. Therefore, we have included MOT services (lane closures) in our estimate.

The SPT borings for the traffic signals will be backfilled with a cement grout upon completion. The SPT borings for the pond expansions and the Auger borings for the roadway will be backfilled with soil cuttings upon completion. The pavement cores will be backfilled with soil cuttings to the bottom of the base course and then capped with an asphaltic cold-patch material to slightly above the adjacent pavement grade. We will take all reasonable precautions to prevent damage to property and will reasonably restore the site to the condition existing prior to the start of our fieldwork.

The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory where the logs will be reviewed and the samples classified by a geotechnical engineer. Laboratory classification and index property tests will be performed as necessary on selected soil samples to confirm the soil classification and provide engineering characteristics to estimate compressibility.

The thickness of the asphalt surface and underlying base layers will be measured for thickness at each core location by the field crew. The asphalt pavement surface layer cores will be returned to our laboratory for observation and to be photographed for our report.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the subsurface and pavement conditions encountered at the boring and pavement core locations. The results of the exploration and evaluation will be documented in a report that will include the following:

- Our understanding of the planned construction,
- The observed site conditions, such as topography, surface vegetation, pavement condition, etc. as they relate to the anticipated construction,
- The field and laboratory test procedures used and the results obtained,
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary,
- The observed pavement layer materials and their thickness,
- An estimate of the Seasonal High Groundwater Level at the site,
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction,
- Recommendations of soil parameters for support of the traffic signals,
- Recommendations for reuse of the soils excavated from the proposed pond expansion areas as fill soil,
- Recommendations for support of the new pavements, and
- Recommendations for testing required during site preparation and earthwork construction.

Based on the scope of the services outlined above, we propose to complete our work for the following lump sum fees

Geotechnical Exploration	\$28,000.00
Private Utility Locate Service, if needed	\$ 1,800.00
MOT Services (Lane Closures)	\$ 5,300.00

Please note that this fee estimate is valid for 90 days following the date of this proposal. MAE reserves the right to revisit our proposal and adjust our fee as necessary if proposal acceptance is after 90 days.

Our proposed fee includes submittal of an electronic copy of the report. Bound, paper copies can be provided at an additional cost of \$50 per copy. We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

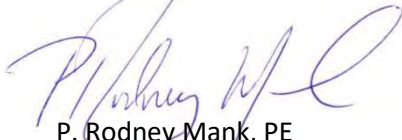
A returned copy of the attached authorization sheet will authorize our work. Our work will be performed in accordance with our General Conditions, a copy of which is attached to and made a part of this proposal.

Once authorization is received, a utility locate request will be submitted. We will mobilize our field crew to the site within one to 2 weeks once the utilities have been marked and located. We anticipate that the field work will take up to 5 days to complete. Laboratory testing will take up to 5 days depending on the amount of lab testing assigned. We expect to submit our geotechnical report 3 weeks after completion of the field and laboratory testing.

We appreciate this opportunity to provide this proposal for your project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact me.

Sincerely,

MESKEL & ASSOCIATES ENGINEERING, PLLC



P. Rodney Mank, PE
Principal Engineer

Distribution: Brian Landeweer, PE, ETM

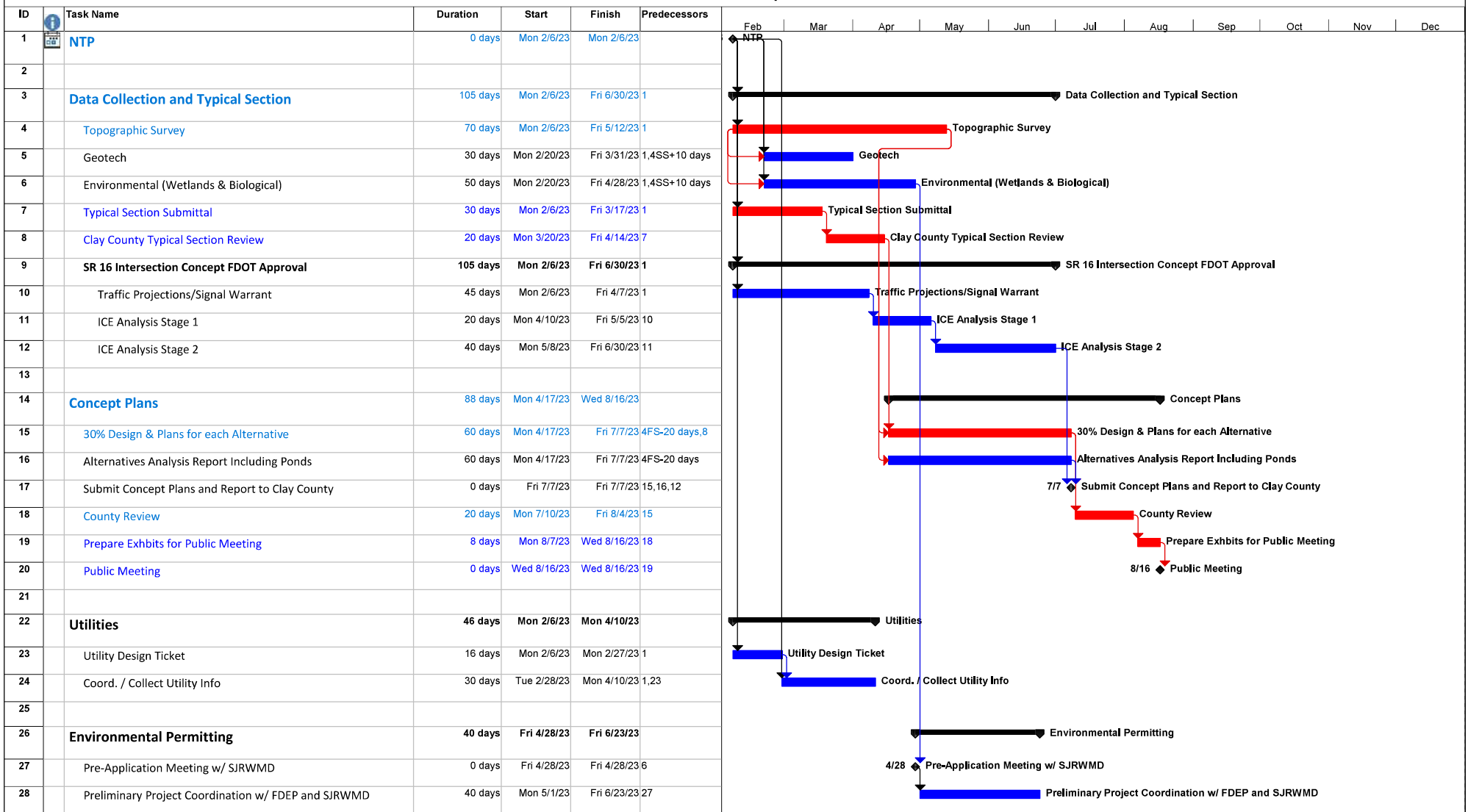
LandeweerB@etminc.com

ATTACHMENT C

PROJECT SCHEDULE – PHASE 1

Radar Road Concept Plans

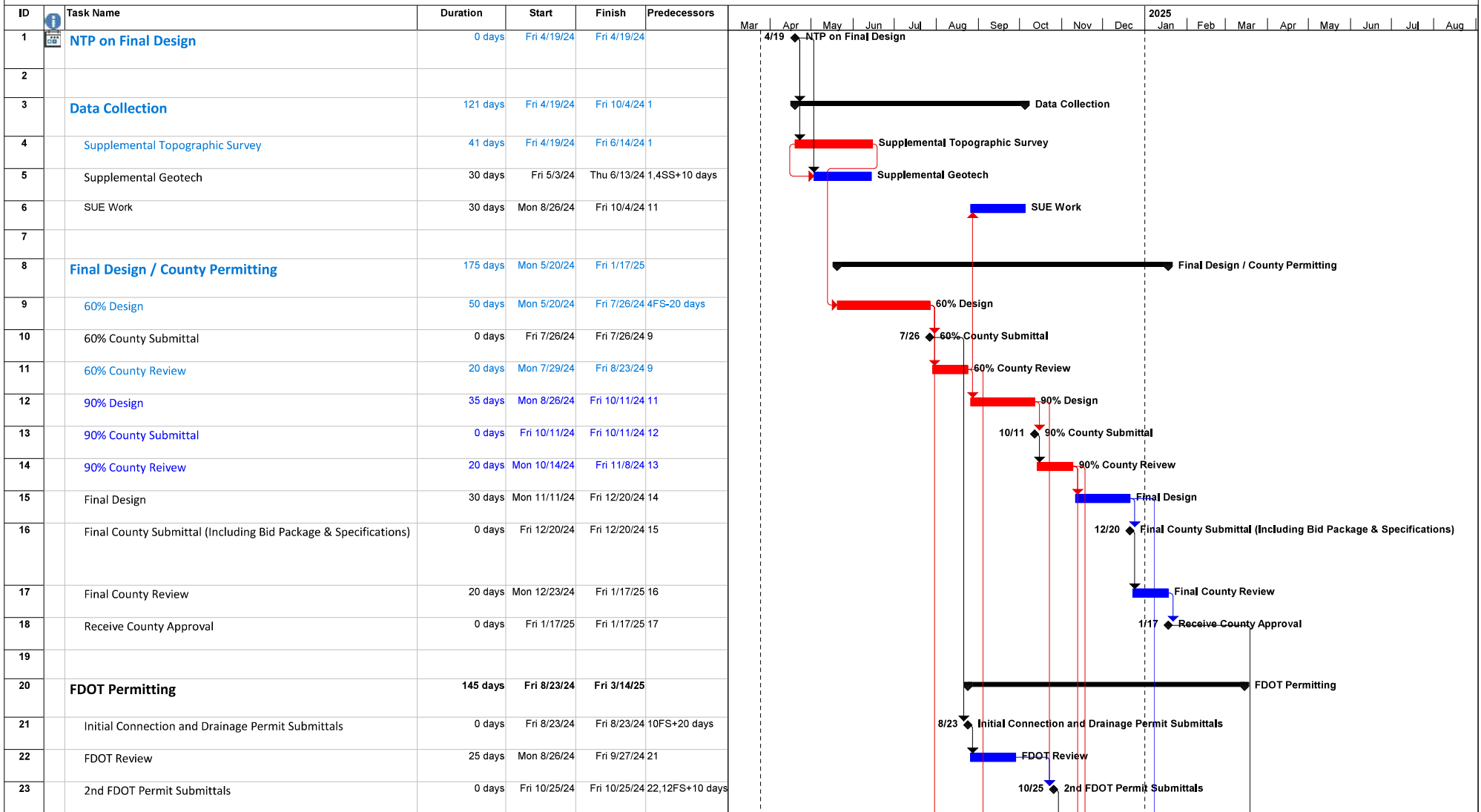
Wed 1/18/23



Task		Group By Summary		External Tasks		Manual Task		Finish-only	
Split		Rolled Up Task		External Milestone		Duration-only		Deadline	
Milestone		Rolled Up Critical Task		Inactive Task		Manual Summary Rollup		Critical Task	
Summary		Rolled Up Milestone		Inactive Milestone		Manual Summary		Progress	
Project Summary		Rolled Up Progress		Inactive Summary		Start-only			

Radar Road Final Design

Mon 3/25/24



Task
Split
Milestone
Summary
Project Summary

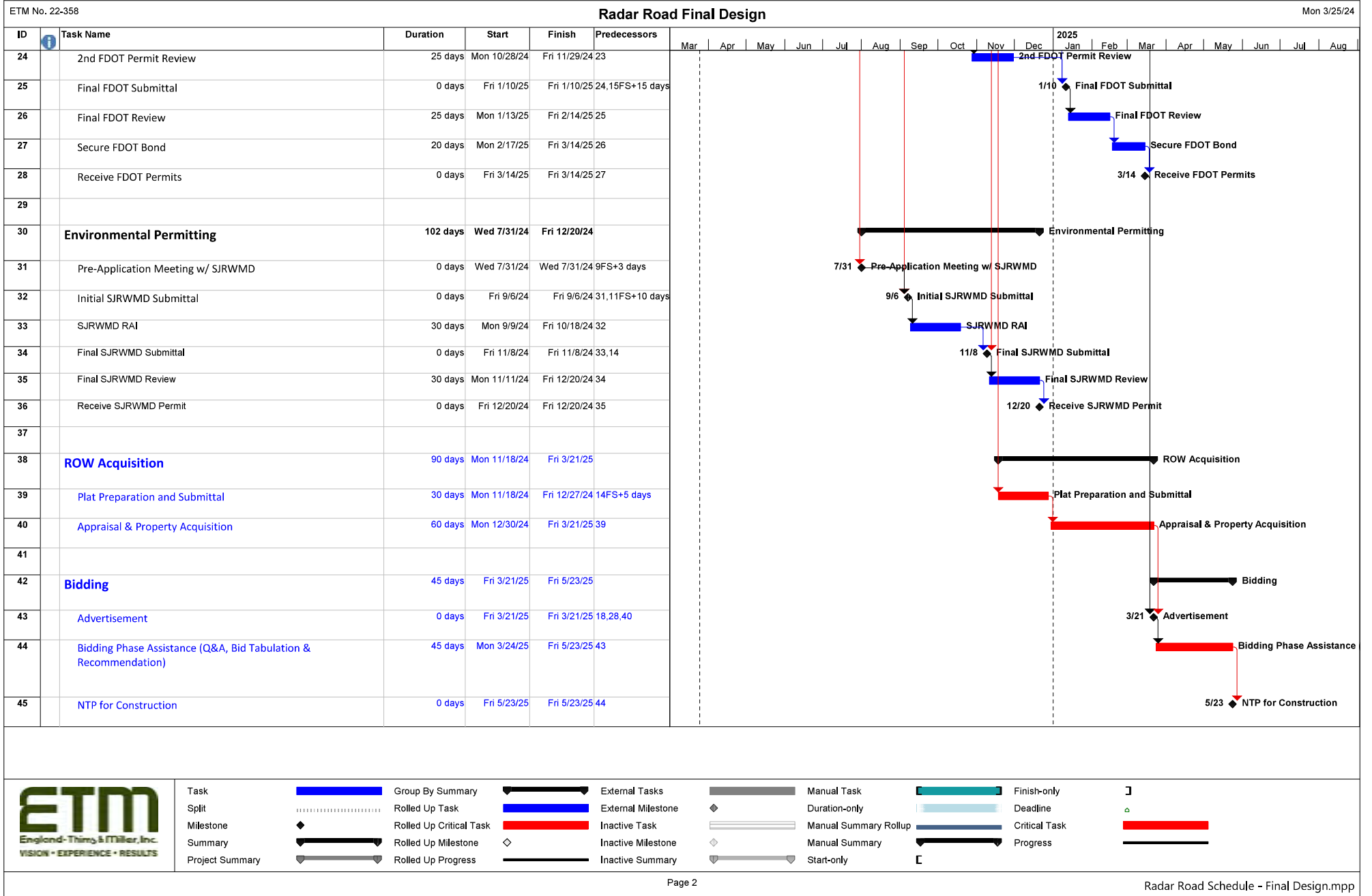
Group By Summary
Rolled Up Task
Rolled Up Critical Task
Rolled Up Milestone
Rolled Up Progress

External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary

Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only

Finish-only
Deadline
Critical Task
Progress

Task Summary



Page 197 of 660



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County
Commissioners

DATE: 3/4/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Emergency Access Easement Agmt	Agreement/Contract	4/4/2024	Emergency_Access_Easement_Agreement_3.28.24.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/2/2024 - 4:02 PM	Item Pushed to Agenda

Prepared by and
Record and Return to:
Bert C. Simon, Esq.
Law Office of Bert Simon, PLLC
1300 Riverplace Blvd., Suite #525
Jacksonville, FL 32207

EMERGENCY ACCESS EASEMENT
AGREEMENT

THIS EMERGENCY ACCESS EASEMENT AGREEMENT ("**Easement Agreement**"), is made this _____ day of _____, 2024 by **BRANNAN FIELD PROPERTIES, INC.**, a Florida corporation, whose address is 241 Atlantic Boulevard, Suite 201, Jacksonville, FL 32266 ("**Grantor**") and **CLAY COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 1366, Green Cove Springs, FL 32043 ("**Grantee**"), and joined in by **BRANNAN FIELD PARK MASTER ASSOCIATION, INC.**, a Florida not for profit corporation, whose address is 241 Atlantic Boulevard, Suite 201, Jacksonville, FL 32266 ("**Master Association**").

WITNESSETH:

WHEREAS, Grantor is the developer of those lands more particularly described on **Exhibit "A"** attached hereto (the "**Property**") known as Brannan Field Park, as described in that Master Declaration of Easements, Covenants and Restrictions for Brannan Field Park recorded in Official Records Book 4596, page 2107 of the Clay County Public Records (the "**Master Declaration**"); and

WHEREAS, Grantee has received an application for permits to develop a portion of the Property more particularly described in **Exhibit "B"** attached hereto (the "**Project**" or the "**Project Site**"), as a single family residential subdivision with primary access via a right of way to be developed from Old Jennings Road to the northerly boundary of the Project Site; and

WHEREAS, to issue the permits Grantee requires a secondary access to allow duly authorized and licensed first responders and emergency vehicles to access the Project and the Property; and

WHEREAS, to assist with ensuring the health, safety and welfare of the residents, occupants, guests, employees and invitees of the Project Site and the Property, Grantor has agreed to enter into this Easement Agreement with Grantee to provide the secondary access for emergency purposes as and pursuant to the terms hereof; and

WHEREAS, the Master Association is the association of property owners within the Property and has agreed to join in the Easement Agreement solely for the purpose of accepting and agreeing to perform those responsibilities set forth in paragraphs 4 and 8 of this Easement Agreement.

NOW THEREFORE, for and in consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration the parties hereby mutually covenant and agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated into this Agreement.

2. Easement Area. Grantor hereby grants unto Grantee, a nonexclusive, unobstructed, perpetual and irrevocable access easement for public safety, emergency medical assistance, law enforcement, fire protection and related emergency services by duly authorized and licensed first responders, including medical personnel, firefighters, police, law enforcement and other authorities of the law (the "**Grantee Permitted Parties**") upon and through a portion of Grantor's property, as more particularly described in **Exhibit "C"**, attached hereto and incorporated herein by reference (the "**Easement Area**"). The easement granted hereunder shall be for the sole purposes of providing the Grantee Permitted Parties with a non-exclusive way of passage on the Easement Area to provide the emergency first response services including medical assistance, firefighting, law enforcement and related first responders emergency services to the Project Site and the Property, and for no other purposes. Grantee's use of the Easement Area shall not interfere with Grantor's use of the Easement Area or the use of the Easement Area by the grantees of those existing easements on and over the Easement Area recorded at Official Records Book 257, page 64; Official Records Book 488, page 356 and Official Records Book 1442, page 1713 (the "**Existing Easements**"). If at any time Grantor determines, in its sole discretion, that the use of the Easement Area by Grantee or the location of the Easement Area interferes with Grantor's use of its property or the easement rights of the grantees of the Existing Easements, Grantor and Grantee agree to re-locate the Easement Area provided the relocated Easement Area provides ingress and egress to the Project Site and the Property and satisfies the purposes described herein. For clarification, except as set forth herein, Grantee has not been granted any other rights of access, ingress or egress, or any other rights to or use of the Easement Area, and neither Grantee nor its successors or assigns shall have any right to use or access the Easement Area for any other purpose.

3. Reservation. Grantor hereby reserves all rights of ownership in and to the Easement Area which are not inconsistent with the easement and rights granted herein, including, without limitation, the right to grant further easements on, over and/or across such area and all other uses not interfering with the easement rights granted hereunder.

4. Insurance. Master Association shall maintain in full force and effect, with a reputable insurance company or companies authorized to provide insurance in the State of Florida, a policy of comprehensive public liability and property damage insurance against claims of liability, bodily injury, death and property damage incurred in connection with, or in any way related to the use of the Easement Area and exercise of the easement rights granted hereby and/or the acts or omissions of Grantee or Grantee's Permitted Parties. Such insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million

Dollars (\$2,000,000.00) in the aggregate. The policy shall name Grantor as an additional insured and Grantee as an additional insured as to third party claims. Master Association shall provide to Grantor and Grantee a Certificate of Insurance evidencing such insurance following execution of this Easement Agreement. The Certificate of Insurance for Grantee shall name Clay County, a political subdivision of the State of Florida and the Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear” as “Additional Insured” and “Certificate Holder”. Master Association shall provide at least 30 days advanced written notice to Grantor and Grantee on any required coverage that is cancelled or non-renewed and not replaced.

5. Disclaimer. Promptly following any use of the easement herein granted, Grantee agrees to remove any equipment or other property placed or left on the Easement Area by Grantee or the Grantee’s Permitted Parties. Grantee also agrees neither Grantor or the Master Association shall be responsible for any loss, theft of, or damage to, any equipment or other property re-moved by Grantor or the Master Association from the Easement Area, if any such equipment or property are not removed by Grantee or the Grantee Permitted Parties promptly following the exercise of the easement rights herein granted. Grantee further agrees that neither Grantor or the Master Association will not be responsible for property damage or any loss or injury to life or person suffered by Grantee or its employees, agents, representatives, and contractors, including without limitation, the Grantee Permitted Parties, while on or about the Easement Area, except to the extent of the gross negligence and/or willful misconduct of Grantor or the Master Association.

6. Damage to Easement Area. If Grantee or any Grantee Permitted Parties cause any damage whatsoever to the Easement Area, or any improvements located thereon now or in the future, Grantee shall promptly, at Grantee’s sole cost and expense, repair or replace the damaged portion of the Easement Area and/or such improvements, as applicable, to the condition existing prior to such damage.

7. Limitation on Construction Within the Easement Area. Grantee shall make no improvements or adjustments to the Easement Area without the prior written consent and approval of the Grantor which may be granted or withheld in Grantor’s reasonable discretion. Grantee acknowledges that the Existing Easements prohibit the construction or installation of vertical improvements within the areas subject to Existing Easements. Grantor reserves the right to post no trespassing signs or signs stating the Easement Area is restricted for use only by authorized first responders and emergency vehicles for ingress and egress.

8. Construction, Maintenance, and Repair.

- a) Grantor shall cause the developer of the Project to stabilize the surface of the Easement Area, or the Master Association in the event of any relocation of the Easement Area, with the addition of gravel, lime rock or similar materials to comply with the compaction standards to be determined by the Project engineers and the Clay County Department of Public Safety necessary for use by fire trucks, ambulances and other emergency vehicles. Grantor shall also cause the Project developer or the Master Association in the event of any relocation of the Easement Area, to install a security gate at each end of the Easement Area at such location and size to comply with the

Grantee's requirements to permit entry by emergency vehicles. The gates shall have a double locking system to permit access by Grantee's Permitted Parties and access by Grantor, the Master Association and the grantees of the Existing Easements. The stabilization of the surface of the Easement Area and the installation of the gates shall be performed in connection with the construction of the Project and completed before occupancy of the Project.

- b) The Master Association, its successors and assigns, shall be responsible for the maintenance and repair of the surface of the Easement Area, including any construction, maintenance and repair necessitated if such Easement Area is re-located. Grantor hereby grants to the Master Association, its successors, assigns, contractors and agents, a non-exclusive, unobstructed, perpetual access easement over and through the Easement Area to perform the maintenance and repair of the surface of the Easement Area (or any relocated Easement Area) in accordance with the provisions of this Easement Agreement.

9. Remedy. If any party to this Easement Agreement should fail to perform any of the responsibilities set forth in this Easement Agreement, the non-defaulting party shall be entitled to all remedies available at law or in equity to enforce the responsibilities set forth herein. Provided however, a party shall not be deemed to be in default unless the non-defaulting party delivers written notice to such defaulting party (a "**Default Notice**"), which Default Notice must state the grounds for such default in reasonable detail, and such default is not cured within thirty (30) days following receipt of the Default Notice.

10. Successors and Assigns. This Agreement shall be binding on the successors and assigns of Grantor, the Grantee and the Master Association.

11. Amendments. This Easement Agreement may not be amended, modified or terminated except by written agreement of all of the parties hereto or their respective successors and/or assigns.

12. Entire Agreement. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written.

13. Governing Laws. The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of the Easement Agreement. Venue for any action brought hereunder shall be proper exclusively in Clay County, Florida.

14. Waiver. No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this Easement Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in

any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

15. Counterpart. This Agreement may be executed simultaneously in two or more counterparts, each of which shall constitute an original. Electronic signatures will be and hereby are declared by all parties to this Agreement to be the same as original signatures to this Agreement. A counterpart signature page to this Agreement that is executed by a party and transmitted via facsimile transmission or electronic mail (PDF) has the same force and effect as an original.

SIGNATURE PAGE(S) TO FOLLOW

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed in their name, and their corporate seal to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Bert C Simon

Print Name: BERT C. SIMON
Address: 1300 Riverplace Blvd
JACKSONVILLE, FL. 32207

Casey Barnes

Print Name: CASEY BARNES
Address: 1300 Riverplace Blvd #525
Jacksonville FL 32207

GRANTOR:

BRANNAN FIELD PROPERTIES, INC., a
Florida corporation

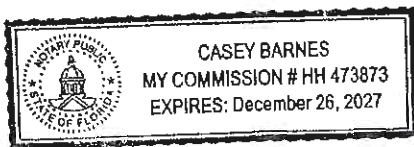
By: Shepherd E Colledge

Name: Shepherd E Colledge

Title: President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of March, 2024, by Shepherd Colledge as president of Brannan Field Properties, Inc., a Florida corporation, on behalf of said corporation. He is ☒ personally known to me or ☐ has produced a driver's license as identification.



Casey Barnes
Notary Public, State of Florida

Print Name: CASEY BARNES

My Commission Expires: 12/26/27

[AFFIX NOTARY STAMP ABOVE]

[SIGNATURE BLOCK CONTINUED ON NEXT PAGE]

Signature page of Emergency Access Easement Agreement

“GRANTEE”

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Jim Renninger, Its Chairman

ATTEST:

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

[SIGNATURE BLOCK CONTINUED ON NEXT PAGE]

Signature page of Emergency Access Easement Agreement

"MASTER ASSOCIATION"

WITNESSES:

Ben C. Simon
Print Name: BEN C. SIMON
Address: 1300 RIVERPLACE
BLVD, JACKSONVILLE, FL 32223

CASEY BARNES
Print Name: CASEY BARNES
Address: 1300 Riverplace Blvd #535
Jacksonville, FL 32207

BRANNAN FIELD PARK MASTER ASSOCIATION, INC.,

a Florida not-for-profit corporation

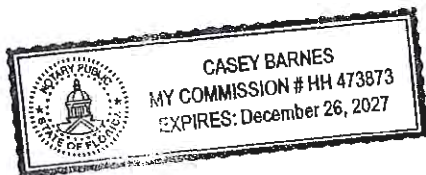
By: Shepherd E. Colledge

Name: Shepherd E. Colledge

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me, ☒ by physical presence or ☐ by online notarization, this 28th day of march 2024, by Shepherd Colledge, the president of Brannan Field Park Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He ☒ is personally known to me or ☐ has produced _____ as identification.



CASEY BARNES
Notary Public, State and County Aforesaid
Print Name: CASEY BARNES
My Commission Expires: 12/26/27
Commission #:

(Seal)

EXHIBIT "A"

GRANTOR'S PROPERTY

Legal Description of the Property (Brannan Field Park)

Parcel A

A parcel of land situated in Section 31, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:
Begin at the northeast corner of tract "C", HILLSIDE, according to plat thereof recorded in Plat Book 32, pages 70 through 73 of the public records of said county; thence on the east line of said HILLSIDE, North 01 degree 17 minutes 20 seconds West, 445.97 feet to the south line of those lands described in Official Records Book 1115, page 176 of said public records; thence on said south line, North 84 degrees 45 minutes 34 seconds East, 100.00 feet to the east line thereof; thence on said east line, North 01 degree 17 minutes 20 seconds West, 508.05 feet to the south line of those lands described in Official Records Book 1634, page 533 of said public records; thence on said south line, and on an easterly extension thereof, North 89 degrees 45 minutes 39 seconds East, 789.93 feet; thence South 00 degrees 33 minutes 50 seconds East, 2527.62 feet to the north line of those lands described in Official Records Book 898, page 149 of said public records; thence on said north line, North 89 degrees 54 minutes 20 seconds West, 319.23 feet to the west line thereof; thence on said west line, South 00 degrees 33 minutes 50 seconds East, 391.75 feet to the north line of those lands described in Official Records Book 4137, page 2127 of said public records; thence on said north line, run the following 11 courses: 1) South 89 degrees 20 minutes 42 seconds West, 233.33 feet; 2) South 88 degrees 51 minutes 15 seconds West, 79.90 feet; 3) North 88 degrees 54 minutes 43 seconds West, 62.09 feet; 4) South 84 degrees 14 minutes 36 seconds West, 71.40 feet; 5) North 89 degrees 58 minutes 18 seconds West, 143.12 feet; 6) North 89 degrees 51 minutes 56 seconds West, 199.66 feet; 7) North 63 degrees 58 minutes 29 seconds West, 12.83 feet; 8) North 06 degrees 33 minutes 54 seconds West, 243.56 feet; 9) North 05 degrees 46 minutes 57 seconds West, 222.13 feet; 10) North 43 degrees 30 minutes 20 seconds West, 227.56 feet; 11) North 77 degrees 55 minutes 47 seconds West, 913.23 feet to the west line of said Section 31; thence on said west line, North 01 degree 17 minutes 20 seconds West, 162 feet, more or less, to the centerline of a creek; thence easterly along said centerline of creek, 420 feet, more or less, to the southeasterly line of said tract "C", HILLSIDE; thence on said southeasterly line, North 44 degrees 14 minutes 27 seconds East, 1404 feet, more or less, to the point of beginning; being 78.44 acres, more or less, in area. Less and Except, any portion thereof lying within Alie Murray Road.

Parcel B

A parcel of land situated in Section 31, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:
Commence at the intersection of the east line of said Section 31 with the south right-of-way line of County Road 220-A (Old Jennings Road); thence on said south line, South 89 degrees 45 minutes 34 seconds West, 1319.59 feet to the westerly line of those lands described in Official Records Book 1419, page 1134 (Part "D") and the point of beginning; thence on said westerly line, run the following 5 courses: (1) South 00 degrees 14 minutes 21 seconds East, 60.00 feet; (2) North 89 degrees 45 minutes 39 seconds East, 546.08 feet; (3) South 22 degrees 04 minutes 52 seconds West, 676.34 feet; (4) southerly, along the arc of a curve concave easterly and having a radius of 11754.48 feet, an arc distance of 2224.73 feet, said arc being subtended by a chord bearing and distance of South 16 degrees 39 minutes 40 seconds West, 2221.41 feet; (5) South 11 degrees 14 minutes 29 seconds West, 1003.74 feet to a northerly line of those lands described in Official Records Book 487, page 580 of said public records; thence on the boundaries thereof, run the following 3 courses: (1) North 89 degrees 54 minutes 20 seconds West, 102.86 feet; (2) North 00 degrees 33 minutes 50 seconds West, 900.00 feet; (3) North 89 degrees 54 minutes 20 seconds West, 692.49 feet; thence North 00 degrees 33 minutes 50 seconds West, 2807.51 feet to said south line of County Road 220-A; thence on said south line, North 89 degrees 45 minutes 34 seconds East, 1380.72 feet to the point of beginning; being 97.17 acres, more or less, in area.

EXHIBIT "B"

Legal Description of Project Site

A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 31 WITH THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 220-A (OLD JENNINGS ROAD); THENCE DEPARTING SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 220-A, SOUTH 00° 19' 20" EAST, CONTINUING ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 60.00 FEET; THENCE DEPARTING EAST LINE OF SAID SECTION 31, SOUTH 89° 45' 39" WEST, A DISTANCE OF 773.59 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH STATE ROAD 23 (A VARIABLE WIDTH R/W); THENCE SOUTH 22° 04' 52" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 676.54 FEET TO A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11,759.48 FEET, A CENTRAL ANGLE OF 04° 16' 32" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19° 56' 35" WEST, 877.33 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH STATE ROAD 23, AN ARC LENGTH OF 877.54 FEET TO THE POINT OF BEGINNING.

FROM POINT OF BEGINNING THUS DESCRIBED, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11,759.48 FEET, A CENTRAL ANGLE OF 06° 33' 50" AND BEING SUBTENDED BY A CHORD BEARING A DISTANCE OF SOUTH 14° 31' 24" WEST, 1,346.45 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH STATE ROAD 23, AN ARC LENGTH OF 1,347.19 FEET; THENCE CONTINUING ALONG WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH STATE ROAD 23, SOUTH 11° 14' 29" WEST, A DISTANCE OF 1,003.74 FEET; THENCE DEPARTING WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH STATE ROAD 23, NORTH 89° 54' 20" WEST, A DISTANCE OF 102.86 FEET TO THE EAST LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 487, PAGE 580 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00° 33' 50" WEST ALONG SAID EAST LINE, A DISTANCE OF 900.00 FEET; THENCE NORTH 89° 54' 20" WEST DEPARTING SAID EAST LINE AND ALONG THE NORTH LINE THEREOF, A DISTANCE OF 699.99 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT EASEMENT TO CLAY ELECTRIC COOPERATIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 257, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00° 33' 50" WEST ALONG EAST LINE OF SAID 100 FOOT EASEMENT, A DISTANCE OF 2,376.62 FEET; THENCE DEPARTING EAST LINE OF SAID 100 FOOT EASEMENT, SOUTH 24° 32' 50" EAST, A DISTANCE OF 789.18 FEET; THENCE SOUTH 44° 59' 49" EAST, A DISTANCE OF 463.93 FEET; THENCE NORTH 52° 04' 04" EAST, A DISTANCE OF 397.10 FEET; THENCE SOUTH 64° 46' 54" EAST, A DISTANCE OF 441.39 FEET TO THE POINT OF BEGINNING.

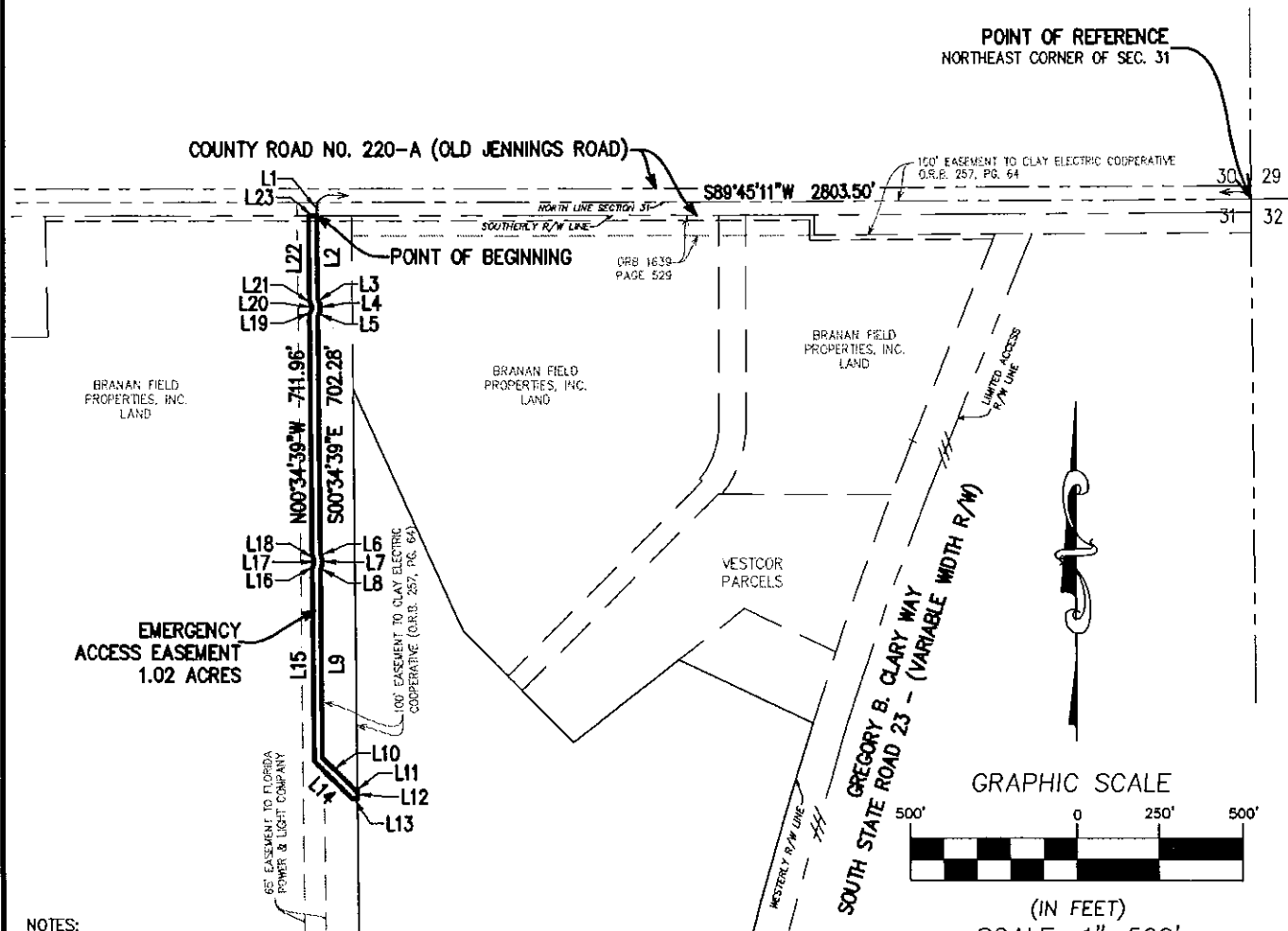
EXHIBIT “C”

SKETCH & DESCRIPTION OF EASEMENT AREA

(3 pgs)

MAP SHOWING SKETCH & DESCRIPTION OF

25' EMERGENCY ACCESS EASEMENT



NOTES:

1. THE MAP SHOWN HEREON IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY OF THE DEPICTED PROPERTY.
2. THE MAP AND DESCRIPTION DEPICTED HEREON IS BASED ON RECORD INFORMATION PROVIDED TO THE UNDERSIGNED BY EITHER THE CLIENT OR THE CLIENT'S REPRESENTATIVE AND DOES NOT REPRESENT A FULL TITLE REVIEW OF THE DEPICTED PROPERTY.
3. THE UNDERSIGNED HAS NOT PERFORMED AN ABSTRACT OR TITLE REVIEW FOR RIGHTS OF WAY, EASEMENTS OR OTHER INSTRUMENTS OF RECORD OF THE DEPICTED PROPERTY.
4. BEARINGS AND STATE PLANE COORDINATES SHOWN WITH VALUES IN FEET AND DECIMAL THEREOF BASED ON NORTH AMERICAN DATUM 1983/90, FLORIDA EAST ZONE (0901).
5. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER, THIS MAP AND OR REPORT IS NOT VALID AND IS FOR INFORMATIONAL PURPOSES ONLY.
6. THIS SURVEY AND OR REPORT IS CERTIFIED ONLY TO THE ENTITIES LISTED AND FOR THIS TRANSACTION ONLY.

SHEET 1 OF 3
SEE SHEET 2 FOR LINE TABLE
SEE SHEET 3 FOR DESCRIPTION
(NOT VALID WITHOUT ALL SHEETS)



Surveyed and Prepared By:
RICHARD P. CLARSON AND ASSOCIATES, INC.

Professional Surveyors and Mappers
1643 Naldo Avenue, Jacksonville, FL 32207
Phone: 904.396.2623 Website: clarsonfl.com

- Proudly Surveying in Jacksonville and Northeast Florida since 1952 -

I hereby certify that this survey product, performed under my responsible direction meets the standards of practice for Land Surveyors in accordance with Chapter 5J-17, Florida Administrative Code (Pursuant to Section 472.027, Florida Statutes).

Date of Survey: MARCH 20, 2024 Drafted By: DNS
Survey Scale: 1"=500' Reviewed By: TWS
Project No. 22-075

Professional Surveyor and Mapper No. 6533, State of Florida
TIMOTHY W. SCHRAM, SR.
SURVEY NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL OR AN ELECTRONIC SEAL PER FLORIDA ADMINISTRATIVE CODE 5J-17.062

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	40.00'	S00°14'49"E
L2	246.18'	S00°34'39"E
L3	19.39'	S24°44'47"E
L4	17.63'	S00°00'00"E
L5	18.97'	S23°33'54"W
L6	18.77'	S20°15'49"E
L7	15.79'	S00°00'00"E
L8	18.39'	S19°00'18"W
L9	555.77'	S00°34'39"E
L10	137.26'	S45°53'42"E
L11	6.70'	N89°26'10"E
L12	25.00'	S00°33'10"E
L13	16.97'	S89°26'10"W
L14	157.97'	N45°53'42"W
L15	570.52'	N00°34'39"W
L16	18.52'	N19°00'18"E
L17	7.13'	N00°00'00"E
L18	18.64'	N20°15'49"W
L19	19.11'	N23°33'54"E
L20	6.93'	N00°00'00"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	19.26'	N24°44'47"W
L22	251.67'	N00°34'39"W
L23	25.00'	N89°45'11"E

SHEET 2 OF 3
SEE SHEET 1 FOR NOTES & SKETCH
SEE SHEET 3 FOR DESCRIPTION
(NOT VALID WITHOUT ALL SHEETS)



Surveyed and Prepared By:
RICHARD P.
CLARSON AND ASSOCIATES, INC.

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1643 Naldo Avenue, Jacksonville, FL 32207
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- Proudly Surveying in Jacksonville and Northeast Florida since 1952 -

A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 89° 45' 11" WEST ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 2,803.50 FEET; THENCE DEPART NORTH LINE OF SAID SECTION 31 SOUTH 00° 14' 49" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 220-A, ALSO KNOWN AS AN OLD JENNINGS ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AND THE POINT OF BEGINNING; THENCE DEPART SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 00° 34' 39" EAST, A DISTANCE OF 246.18 FEET; THENCE SOUTH 24° 44' 47" EAST, A DISTANCE OF 19.39 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 17.63 FEET; THENCE SOUTH 23° 33' 54" WEST, A DISTANCE OF 18.97 FEET; THENCE SOUTH 00° 34' 39" EAST, A DISTANCE OF 702.28 FEET; THENCE SOUTH 20° 15' 49" EAST, A DISTANCE OF 18.77 FEET; THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 15.79 FEET; THENCE SOUTH 19° 00' 18" WEST, A DISTANCE OF 18.39 FEET; THENCE SOUTH 00° 34' 39" EAST, A DISTANCE OF 555.77 FEET; THENCE SOUTH 45° 53' 42" EAST, A DISTANCE OF 137.26 FEET; THENCE NORTH 89° 26' 10" EAST, A DISTANCE OF 6.70 FEET TO A POINT ON THE EASTERLY LINE OF A 100 FOOT CLAY ELECTRIC COOPERATIVE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 257, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00° 33' 10" EAST WITH THE EASTERLY LINE THEREOF, A DISTANCE OF 25.00 FEET; THENCE DEPART SAID EASTERLY LINE SOUTH 89° 26' 10" WEST, A DISTANCE OF 16.97 FEET; THENCE NORTH 45° 53' 42" WEST, A DISTANCE OF 157.97 FEET; THENCE NORTH 00° 34' 39" WEST, A DISTANCE OF 570.52 FEET; THENCE NORTH 19° 00' 18" EAST, A DISTANCE OF 18.52 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 7.13 FEET; THENCE NORTH 20° 15' 49" WEST, A DISTANCE OF 18.64 FEET; THENCE NORTH 00° 34' 39" WEST, A DISTANCE OF 711.96 FEET; THENCE NORTH 23° 33' 54" EAST, A DISTANCE OF 19.11 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 6.93 FEET; THENCE NORTH 24° 44' 47" WEST, A DISTANCE OF 19.26 FEET; THENCE NORTH 00° 34' 39" WEST, A DISTANCE OF 251.67 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 220-A; THENCE NORTH 89° 45' 11" EAST WITH THE SOUTHERLY RIGHT-OF-WAY LINE THEREOF, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

LAND THUS DESCRIBED CONTAINS 1.02 ACRES, MORE OR LESS.

SHEET 3 OF 3
SEE SHEET 1 FOR NOTES & SKETCH
SEE SHEET 2 FOR LINE TABLES
(NOT VALID WITHOUT ALL SHEETS)



Surveyed and Prepared By:
RICHARD P.
CLARSON AND ASSOCIATES, INC.

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Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of Agreement with Matthews DCCM for Professional Engineering Services to design channel erosion control measures for Indigo Branch in the amount of \$141,100.00. The Completion Date for Phase 1 is June 30, 2024.

Funding Source:

Capital Improvement Plan (CIP) Projects Fund - All Grant Organization - FEMA Hazard Mitigation Indigo Branch Drainage Design - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

RFQ No. 23/24-017 was issued with the plan to obtain a complete set of construction documents to provide erosion control measures at two (2) reaches along the Indigo Branch channel located in Orange Park, Florida 32073. Specifically, the project proposes improvements to the channel at the embankment adjacent to the property located at 5480 Sylvan Court, and along the embankment adjacent to the properties located at 3512 Sheldon Road, 3518 Sheldon Road, 3524 Sheldon Road and 3530 Sheldon Road.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans and specification preparation, permitting, and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted
(Yes/No/N/A):

Yes

Funding Source:

Capital Improvement Plan (CIP) Projects Fund - All Grant Organization - FEMA Hazard Mitigation Indigo Branch Drainage Design - Infrastructure

Account No.:

FD3003 - CC1233 - PRJ100450 - SC563000

Sole Source (Yes\No): Advanced Payment
No (Yes\No):
 No

Planning Requirements:

Public Hearing Required (Yes\No):
No

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description Type	Upload Date	File Name
Design of Indigo Branch Channel Erosion Control	Backup Material 4/5/2024	Design_of_Indigo_Branch_Channel_Erosion_Control.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/2/2024 - 4:02 PM	Item Pushed to Agenda

**AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES FOR
PLANNING AND DESIGNING OF INDIGO BRANCH
CHANNEL EROSION CONTROL MEASURES**

This Agreement for General Engineering Consulting Services for Planning and Designing of Indigo Branch Channel Erosion Control Measures (“Agreement”) is entered into this ____ day of April, 2024 (“Effective Date”) between Matthews Design Group, LLC dba Matthews | DCCM, a Florida Limited Liability Company (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, channel deficiencies and failures within different segments of Indigo Branch located in Orange Park, Clay County, Florida have occurred due to prolonged erosion; and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) through the State of Florida, Division of Emergency Management (the “Division”) awarded the County a Federally-Funded Subgrant under the Hazard Mitigation Grant Program (“HMGP”) to improve erosion control of the Indigo Branch channel in Orange Park, Clay County, Florida, associated with Project No.: 4486-113-R (Project); and

WHEREAS, on October 11, 2023, the Division and the County entered into the Federally-Funded HMGP Subaward and Grant Agreement, Clay County Agreement No.: 2022/2023-255, Division Contract No.: H0971 (“Grant Agreement”), incorporated herein by reference, wherein the Division provided a subgrant to the County to conduct Phase I of the Project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices; and

WHEREAS, the County issued a Request for Qualification, RFQ No. 22/23-017 (“RFQ”) to solicit and engage a qualified consultant to provide professional engineering services to design channel erosion control measures for Indigo Branch in connection with the Grant Agreement; and

WHEREAS, the proposed erosion control activities will reduce the possibility of additional damages to the surrounding community and infrastructure; and

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

WHEREAS, the County evaluated 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

WHEREAS, the Consultant is licensed and qualified to provide professional services in architectural and engineering design and has expertise in the planning and design of similar projects; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ, including all Attachments thereto, the Grant Agreement which was attached to the RFQ, and the Consultant's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Consultant acknowledges that federal HMGP funds will be used by the County to pay for the services provided by the Consultant 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 Consultant shall provide professional engineering services for the design of Indigo Branch channel erosion control measures located at Orange Park, Clay County, Florida in connection with the Grant Agreement (the "Project"). The Project shall include preparing a complete set of construction documents to provide erosion control measures at two reaches along the Indigo Branch channel located at 5480 Sylvan Court, Orange Park, Florida 32073 and shall be designed to provide protection against a 25 year storm event.

(b) The Project proposes improvements to the channel at the embankment adjacent to the property located at 5480 Sylvan Court, and along the embankment adjacent to the properties located at 3512 Sheldon Road, 3518 Sheldon Road, 3524 Sheldon Road, and 3530 Sheldon Road. The proposed mitigation along these embankments includes clearing and grubbing of approximately 1.0-1.5 acres for site preparation to be stabilized with compacted backfill and fortified with a combination of sheet pile walls and gabion baskets or any other acceptable recommendation.

(c) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Taylor Abernathy, Deputy Director of Engineering or designee.

SECTION 2. SCOPE OF SERVICES

(a) The scope of services to be performed by the Consultant in relation to the design of the Project are set forth in the RFQ scope of work attached hereto as **Attachment A**, the Consultant's Response incorporated herein by reference, and the Consultant's Proposal dated 4/2/2024 attached hereto as **Attachment B** (the "Services").

(b) The general objective for the Consultant is to prepare a set of construction documents including plans, specifications, supporting engineering analyzes, calculations and other technical documents for the construction of Indigo Branch channel erosion control measures. Drawings with budget cost estimates and supporting documents will be submitted for review and approval by the County at 30%, 60%, 90% and 100% design plan stages. Any changes, refinements, or modifications, which may be required after review, shall be completed by the Consultant and submitted to the County for approval at each design plan stage of the Project.

(c) The Consultant's Proposal includes a timeline for the Services ("Project Schedule") which is attached hereto as **Attachment C**. The Project Schedule may otherwise be updated as necessary, but the Consultant shall not make material changes which increase the Final Completion Date unless otherwise modified upon executed approval of a Change Order and written agreement of the parties. 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 schedule. The Consultant is and shall remain responsible for the planning and execution of the Services in order to meet the Final Completion Date.

(d) 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 monthly progress reports detailing the status of the Project and overall progress of the Services in accordance with the Project Schedule, identifying forecasted Services to be performed, and timeframe of the Services.

(e) In entering into this Agreement, the Consultant represents that it now has or will secure all personnel required to perform all Services under this Agreement. The Consultant shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Consultant shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. 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 Consultant shall be responsible for the quality, technical accuracy, completeness, proprietary of information concerning its services, and coordination of all designs, drawings, specifications and other services furnished by the Consultant and its subconsultants and/or vendors under this Agreement. The Consultant shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or its subconsultants and/or vendors without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(i) 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.

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

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.

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.

(b) In accordance with the Grant Agreement, the Consultant shall complete the Services under this Agreement by June 30, 2024. The completion date shall be extended only upon approval by the Division and subsequent written agreement of the County and the Consultant.

(c) The Consultant may continue to provide post design services through the construction close-out/final inspection for the work associated with the Project if requested by the County. An amendment to the Agreement will be issued for any such post design services.

SECTION 5. SUBCONSULTANTS

- (a) In connection with this Agreement, the County authorizes the Consultant's utilization of the subconsultants identified in the Consultant's Response and the Consultant's Proposal. Utilization of any other subconsultant(s) in connection with this Agreement, shall require prior written authorization from the County. Such written authorization may be obtained from the Project Manager on behalf of the County and will not be unreasonably withheld.
- (b) Any subconsultant utilized by the Consultant shall be supervised and compensated by the Consultant.
- (c) The Consultant shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of 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 total lump sum amount of \$141,100.00** for all Services performed under the scope of this Agreement. This total amount includes the Services performed by the Consultant and its subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, costs, and any other expenses associated with the Consultant's performance of the Services in accordance with the scope of work set forth in the Consultant's Proposal.
- (b) The total lump sum amount has been allocated by the Consultant into tasks as set forth in the Consultant's Proposal. Payments are to be made by the County to the Consultant on a monthly basis 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 amounts in the Consultant's Proposal, less requests previously submitted and payments made, and in no event shall payment exceed the total lump sum 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.
- 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 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 carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

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

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

4. Professional Liability and/or Errors and Omissions

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

5. Umbrella/Excess Insurance

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

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

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number 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 Division, including their officers and directors from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by Consultant in the performance of the Agreement. No negligence shall be attributed to Consultant based on any acts or omissions of County's contractors or other consultants.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) 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 perform on time or in accordance with the Project Schedule; 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, costs, and any other expenses incurred due to this action. If it is determined that the Consultant was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Consultant), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(c) Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative shall give 30 calendar days prior written notice of termination to the Consultant, specifying when the termination is to become effective. In the event of any such termination, the Consultant shall be paid by the County for all Services satisfactorily performed up to receipt of the notice of termination, 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 this is a federally funded FEMA HMGP Project. Federal funds will be used to fund all or a portion of the Project.
- (b) The Consultant acknowledges that the Division and FEMA shall have the right to review and approve all contracts associated with the Project in relation to the Grant Agreement, including, but not limited to this Agreement and any subcontracts.
- (c) In performance of the Services, the Consultant is bound by and shall comply with and require its subcontractors, agents, and representatives to comply with the terms of this Agreement and the Grant Agreement. The Consultant is further bound by and shall comply with and require its subcontractors, agents, and representatives to comply with all federal, state, and local laws and regulations applicable to the Services along with all applicable administrative, regulatory, safety and environmental laws, codes, rules, policies, procedures, guidelines, standards and permits, including, but not limited to, those listed in **Attachment A**. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.
- (d) The Consultant acknowledges that the County as a recipient of 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 as required and established by FEMA and/or the Division.
- (e) 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.
- (f) The Consultant hereby certifies that the Certification Regarding Debarment, Suspension, and Ineligibility attached hereto as **Attachment D**, the Anti-Lobbying Certification attached hereto as **Attachment E**, the Conflict of Interest Disclosure Form attached hereto as **Attachment F**, and the HMGP Compliance Required Contract Clauses 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 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 attached hereto as **Attachment H**. The Consultant agrees to comply with 2 CFR Part 200, the HMGP Compliance Required Contract Clauses attached hereto as **Attachment G**, and FEMA policies, procedures, and directives to the extent applicable to the Services provided by the Consultant under this Agreement.
- (h) 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.

(i) If the Consultant enters into any contracts or agreements with any third parties or subcontractors, then the Consultant agrees to include in the contract or agreement that (1) the third party or subcontractor is bound by the terms of this Agreement and the Grant Agreement, (2) the third party or subcontractor is bound by all applicable federal, state, and local laws and regulations, and (3) the third party or subcontractor shall hold the County and the Division harmless against all claims of whatever nature arising out of the third party's or subcontractor's performance of work under the contract or agreement, to the extent allowed and required by law. Additionally, any such contract or agreement must attach and incorporate the certifications and required contract clauses attached to this Agreement.

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

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

SECTION 15. AUDIT OF CONSULTANT’S RECORDS

- (a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, the Division, FEMA Administrator, the Chief Inspector General of the State of Florida, the Florida Auditor General, the Comptroller General of the United States, 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, and the Consultant must make the records available upon request.
- (b) All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.
- (c) 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.
- (d) 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.
- (e) The provisions in 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 AND AMERICANS WITH DISABILITIES ACT

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

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

employment, public accommodations, transportation, State and local government services, and telecommunications.

(b) 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, religion, sex, color, national origin, age or handicap, 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. 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:

Matthews | DCCM
7 Waldo Street
St. Augustine, FL 32084
Attention: Rob A. Matthews III, PE
Copy to: Alex Acree, PE

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Taylor Abernathy, 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 28. 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 29. NO ASSIGNMENT

(a) The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 30. 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 31. 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.

SECTION 32. 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 33. 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 34. 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 35. 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 36. 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 37. 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 38. 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 39. 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 40. 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 Proposal dated 4/2/2024
Attachment C	Project Schedule
Attachment D	Certification Regarding Debarment, Suspension, and Ineligibility

Attachment E	Anti-Lobbying Certification
Attachment F	Conflict of Interest Disclosure Form
Attachment G	HMGP Compliance Required Contract Clauses
Attachment H	Appendix II to Part 200

SECTION 41. 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 42. 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.

**MATTHEWS DESIGN GROUP, LLC DBA
MATTHEWS | DCCM**

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

F:\Contract\engineering\Indigo Branch FEMA\Design of Indigo Branch Channel Erosion Control.docx

ATTACHMENT A

RFQ SCOPE OF WORK

3. Scope of Work

3.1. Project Description

Professional Engineering Services are desired for the design of Indigo Branch Channel Erosion Control measures in Clay County, Florida. This assignment shall include preparing a complete set of construction documents to provide erosion control measures at two (2) reaches along the Indigo Branch channel located in Orange Park, Florida 32073. Specifically, the project proposes improvements to the channel at the embankment adjacent to the property located at 5480 Sylvan Court, and along the embankment adjacent to the properties located at 3512 Sheldon Road, 3518 Sheldon Road, 3524 Sheldon Road and 3530 Sheldon Road.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans and specification preparation, permitting, and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

The proposed mitigation along these embankments includes clearing and grubbing of approximately 1.0-1.5 acres for site preparation to be stabilized with compacted backfill and fortified with a combination of sheet pile walls and gabion baskets or any other acceptable recommendation. Channel deficiencies and failures within different segments of Indigo Branch have occurred due to prolonged erosion. The channel destabilization is the main source of damages affecting channel destabilization and is endangering surrounding structures and infrastructure due to the increasing possibility of unexpected slope failure. The proposed erosion control activities shall reduce the possibility of additional damages to the surrounding community and infrastructure.

The Project shall be designed to provide protection against a twenty-five (25) year storm event. Activities shall be completed in strict compliance with Grant, Federal, State and Local applicable Rules and Regulations.

3.2. Procurement under Federal Awards

Utilize the link for information on FEMA's website per the contract. FEMA has developed helpful resources for subrecipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in [Appendix II to 2 C.F.R. Part 200](#).

These resources are available at <https://www.fema.gov/procurement-disaster-assistance-team> or <https://www.fema.gov/grants/procurement/resource-library>.

3.3. Objectives

The general objective for the Consultant is to prepare a set of construction documents including plans, specifications, supporting engineering analyzes, calculations and other technical documents for the construction of Indigo Branch Channel Erosion Control measures.

The Consultant shall perform initial field work, survey, which will include verification of horizontal and vertical controls, key map, typical section, summary of quantities, photography, construction cost estimate, drainage design, pipe sizes, drainage calculations, plan and profile design, cross-sections, right-of-way support (if necessary), utility agency coordination, estimated construction costs, soil survey and

geotechnical, summary of drainage structures, and securing the necessary permits from the appropriate regulatory agencies such as: The Florida Department of Environmental Protection (FDEP), The St. Johns River Water Management District, Florida Department of Transportation (FDOT), Army Core of Engineers (ASCE), etc., as the construction plans progress.

3.4. General Project Tasks

The Consultant shall prepare a set of construction documents in accordance with the most current FDOT, manuals, guidelines, standards, handbooks, procedures, and current design memorandums unless otherwise approved by the County's Engineer. This work effort includes required design and analysis to prepare a complete set of Drainage Plans, Utility Adjustment, Bid Documents, Specifications, Computation Book and Quantities, and other necessary documents.

3.5. Plans Submittals

The Consultant shall furnish plans and documents as required by the County to adequately control, coordinate, and approve the plans.

The Consultant will prepare all plans and permit applications related to all required permits, and respond to permitting agency requests for additional information. The Consultant will assist Clay County in all negotiations and communications required during the processing of these permits.

Drawings with budget cost estimates and supporting documents will be submitted for review and approval by the County at 30%, 60%, 90% and 100% completion stages. Any changes, refinements, or modifications, which may be required after review, shall be completed by the Consultant and submitted to the County for approval at each stage of the project.

The Consultant shall distribute phase submittals as shown:

Phase I - 30% Submittal

- Submit three (3) alternative drainage erosion control designs
 - Two (2) shall be per the previous design concepts, Attachment H
 - One (1) could be for any other design that is more feasible than the others.
- Submit one (1) copy of each alternatives' cost estimate
- Summarize the cost/benefits of each alternative

Phase II - 60% Submittal

- Submit three (3) sets of drainage plans from the selected alternative
- Submit three (3) copies 60% cost estimate
- Submit list of all permits, which will need to be acquired to construct the project along with any application fee

Phase III - 90% Submittal

- Submit three (3) sets of drainage plans
- Submit three (3) copies 90% cost estimate
- Submit three (3) copies of any relevant completed technical report, analysis or study

Phase IV (Final) - 100% Submittal

- Submit three (3) sets of drainage plans sheets
- Submit three (3) copies 100% cost estimate
- Submit three (3) copies of any relevant completed technical report, analysis or study

Up to six (6) sets of plans will be submitted to the County upon acceptance of the final construction document plans. One additional set of drainage plans will be signed and sealed by the registered engineer. The Consultant shall also deliver final construction plans and documents in digital format. The final construction plans and documents shall be digitally signed and sealed files delivered to the County on acceptable electronic media, as determined by the County.

3.6. Project Bidding and Negotiating

The Consultant will prepare a bid package and specifications for the bidding of this project. Said bidding shall be in accordance with the County's normal bidding procedures. Including any special provisions necessary to comply with FEMA/HMGP Grant requirements. The Consultant shall develop a process of responding to questions during the bidding phase of the project and shall anticipate processing one addendum to the bid. Upon bid submittal, the Consultant shall tabulate the bids and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant and Clay County Purchasing Department. The County shall provide to the Consultant, all recent standard bid documentation and specifications.

3.7. Schedule

Time is of the essence. Per the County's Agreement No. H0971, with the Florida Division of Emergency Management (FDEM), Phase I shall be completed and submitted to FDEM by June 30, 2024.

3.8. Provisions for Work

All maps, plans, designs, and necessary documents are to be prepared with English values in accordance with all applicable current FDOT manuals, memorandums, guidelines and other documents listed below:

- General
 - Florida Statutes
 - Florida Administrative Codes
 - Florida Department of Transportation Project Development and Environmental Manual
 - Florida Department of Transportation Plans Preparation Manual

- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation Handbook for Preparation of Specifications Package
- Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual, Rev. Ed. 1982
- CADD Production Criteria Handbook
- CADD Manual
- Florida's Level of Service Standards and Guidelines Manual for Planning
- Equivalent Single Axle Load Guidelines
- Design Traffic Procedure
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Department of Transportation Basis of Estimates Manual
- Quality Assurance Guidelines
- Safety Standards
- Rule 5J-17, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
- Department of Environmental Protection Rules Governing Mean High Water and Jurisdictional Line Surveys
- Any special instructions from the DEPARTMENT
- Utility Accommodations Guidelines
- Policy for Geometric Design of Highways and Streets
- Florida Department of Transportation Materials Manual
- Permits
 - Any and all necessary Environmental Resource Permits and requirements
- Drainage
 - Drainage Manual

- Drainage Handbooks
- Storm Drain
- Optional Pipe Materials
- Stormwater Management Facility
- Cross Drain
- Erosion and Sediment Control
- Hydrology
- Temporary Drainage Handbook
- Survey
 - Location Survey Manual
 - Highway Field Survey Specifications
 - Automated Survey Data Gathering
 - Outline Specifications for Aerial Surveys and Photogrammetry for Transportation Projects
 - Standards for Consultant-Submitted G.P.S. Static Control Projects
 - EFB User Guide
 - Chapter 472, F.S.
 - Chapter 177, F.S.
 - FDEP Bureau of Surveying and Mapping
- Traffic Operation Manuals
 - American Disabilities Act
 - AASHTO - Guide for Development of Bicycle Facilities
 - Federal Highway Administration Standard Highway Signs Manual
 - Florida Department of Transportation Traffic Engineering Manual
 - Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)
 - National Electrical Code
 - National Electric Safety Code
 - Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCO)
 - Minimum Specifications for Traffic Control Signal Devices

- Florida Department of Transportation - Florida Roundabout Guide
- FHWA - Roundabouts: An Informational Guide
- Florida Department of Transportation Median Handbook
- AASHTO - An Information Guide for Highway Lighting
- Mapping
 - Right-of-Way Mapping
 - Florida Department of Transportation Right-of-Way Handbook
 - Florida Department of Transportation Right-of-Way Manual
- Structures
 - AASHTO Standard Specifications for Highway Bridges and Interims (for curved steel bridges and pedestrian bridges only)
 - AASHTO LRFD Bridge Specifications and Interims
 - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
 - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, dated 1994
 - AASHTO LFD Guide Specifications for Steel Curved Girder Bridges
 - AASHTO Guide Specifications for Horizontally Curved Highway Bridges
 - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
 - AASHTO Guide Specifications for Design of Pedestrian Bridges
 - AASHTO Guide Specifications for Structural Design of Sound Barriers
 - Florida Department of Transportation Structures Design Guidelines
 - Florida Department of Transportation Structures Detailing Manual
 - Florida Department of Transportation Structures Standard and Semi-Standard Drawings
 - Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
 - Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)

- Florida Department of Transportation - New Directions For Florida Post-Tensioned Bridges Volumes 1-5
- Florida Department of Transportation Bridge Load Rating Permitting And Posting Manual
- Geotechnical
 - Soils and Foundation Handbook
 - Manual of Florida Sampling and Testing Methods
- Landscape Architecture
 - Florida Highway Landscape Guide
- Right-of-Way & Real Estate Support Services
 - Assist with the acquisition of rights-of-way, easements and properties for County projects. This may involve performing property, right-of-way and easement boundary surveys; preparing R/W plans, maps, and legal descriptions; performing title searches and abstracts; staking right-of-way in the field; performing appraisal, acquisition and relocation services in accordance with County and FDOT requirements; and Land Use Planning services for property acquisition by negotiation and eminent domain, e.g., impact and "cure" purposes for appraisals, or reviewing and commenting on such work.

3.9. [Drainage Plans and Analysis](#)

The Consultant shall develop drainage improvement plans for the proposed work, analyze, and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The Consultant shall be responsible for reviewing the existing drainage and stormwater management system to check for maintenance issues. All design work shall comply with the requirements of the appropriate regulatory agencies and the Florida's Department of Transportation Drainage Manual and Stormwater Management Facility Handbook.

The Consultant shall coordinate fully with the appropriate permitting agencies and the County's staff. All activities and submittals should be coordinated through the County's Project Manager or designee. The work will include the engineering analyses for any or all of the following:

- A. Develop Drainage Improvement Plans
 - 1. The Consultant shall prepare a set of construction documents including plans, specifications, supporting engineering analyzes, calculations and other technical documents for the construction of Indigo Branch Channel Erosion Control measures.
- B. Drainage Map Hydrology

1. Verify the accuracy of the drainage basin boundaries to be used in the original design. Basin delineation shall incorporate existing survey and shall be supplemented, as necessary, with other appropriate data sources (such as permitted site plans) and field observations. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Prepare the Drainage Maps in accordance with the Florida Department of Transportation Plans Preparation Manual.

C. Under Drain Systems

1. Analyze and Design underdrain to provide adequate relief from heightened groundwater levels that may harm the roadway system. Determine the size and length of underdrain necessary to keep seasonably high groundwater down to an acceptable elevation.

D. Drainage Design Documentation Report

1. Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions.

3.10. Surveying, Mapping, and Special Purpose Route Survey

The Consultant shall perform a Topographic Survey of the Indigo Branch reaches. The survey will be in accordance with the current Standards of Practice as defined in Chapter 5J-17 of the Florida Administrative Code.

A. Topographic Survey:

1. Prepare survey calc file and field package information;
2. Locate, check, and establish horizontal and vertical control;
3. Locate above ground visible improvements including but not limited to buildings, visible utilities, pavement, curbs, fences, and signage;
4. Identify trees over 8-inches in diameter;
5. Obtain spot elevations on a 25-foot grid throughout site;
6. Collect culvert crossing information including structure dimensions, type, and invert elevations;
7. Process, check, and review field information;
8. Prepare Topographic Survey in accordance with Chapter 5J-17 of the Florida Administrative Code; and
9. Final review and signature by Professional Surveyor and Mapper.

B. Right-of-Way and Real Estate Support Services

1. Assist with the acquisition of rights-of-way, easements and properties for County projects. This may involve performing property, right-of-way and easement boundary surveys; preparing R/W plans, maps, and legal descriptions; performing title searches and abstracts; staking right-of-way in the field; performing appraisal, acquisition and relocation services in accordance with County and FDOT requirements; and Land Use Planning services for property acquisition by negotiation and eminent domain, e.g., impact and "cure" purposes for appraisals, or reviewing and commenting on such work.

C. Mapping

1. The Consultant will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable Manuals, Procedures, Handbooks, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to County size and format requirements utilizing approved software, and will be designed to provide a high degree of uniformity and maximum readability. The Consultant will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the County for review at stages of completion as negotiated.

D. Special Purpose Route Survey

1. The Consultant shall be responsible for survey operations adequate for the design as per Florida Statute.

3.11. Utilities

The Consultant shall be responsible for attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the drainage improvement plans.

The Consultant shall be responsible to coordinate utility relocation with all Utility Agency / Owners. The Consultant shall provide markups and/or utility work schedule to the County. The Consultant shall be responsible for reviewing the information in reference to the proposed improvement and to incorporate the utility information into the Utility Adjustment Plans.

3.12. Environmental Services and Permits

A. Preliminary Project Research

1. The Consultant shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure the design efforts are properly directed towards permits requirements. The Consultant shall

perform and produce any and all required permits for SJRWMD/ FDEP/ Army Core of Engineers, etc.

2. The Consultant shall also review for any existing easements or other restrictions that may exist both within or proposed project boundary. The Consultant shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Project research may include but should not be limited to review of available federal, state, and local permit files and databases, local government information including county and property appraiser data. This information will be shown on the plans as appropriate.

B. Field Work

1. Quality Assurance/Quality Control

- a. At the Pre-construction Conference, the Engineer of Record must be prepared to discuss the Erosion Control Plan, including environmentally sensitive areas, and known risk, proposed avoidance measures, and the special requirements listed in the permit for this project. Payment for attending the Pre-construction Conference will be made through Post Design Services, to be negotiated post-Letting.

3.13. Structures

The Consultant shall analyze and design all structures in accordance with applicable provisions as defined in Section 3.8, Provisions for Work. Individual tasks identified are defined in the Florida Department of Transportation Staff Hour Estimation Handbook and within the provision defined in Section 3.8, Provisions for Work. Construction documents shall display economical solutions for the given conditions.

The Consultant shall provide Design Documentation to the County with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on 8½"x11" paper (where possible) and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-registered professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

The Consultant shall coordinate with the County and the Florida Department of Transportation District 2 Structures Maintenance Department for all necessary submittals for inclusion into the Structures Inventory system.

3.14. Geotechnical

The Consultant shall be responsible for a complete geotechnical investigation. All work performed by the Consultant shall be in accordance with all applicable standards.

Prior to beginning geotechnical investigation, the Consultant shall submit investigation plan and meet with the County's Project Manager or representative to review the project scope and applicable

requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The Consultant shall notify the County in adequate time to schedule a representative to attend all related meetings and field activities.

A. Document Collection and Review

1. Consultant will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, Consultant shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.
2. The Consultant shall be responsible for coordination of all geotechnical related fieldwork activities. The Consultant shall retain all samples until acceptance of construction plans.
3. Consultant shall perform specialized field-testing as required by project needs.
4. All laboratory testing and classification will be performed in accordance with all applicable standards including, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

B. Detailed Boring Location Plan

1. Develop and provide detailed boring location plan.

C. Permits

1. Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

D. Property Clearances

1. Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the County's Project Manager.

E. LBR Sampling

1. Collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

F. Coordination of Field Work

1. Coordinate all field work required to provide geotechnical data for the project.

G. Soil and Rock Classification - Roadway

1. Refine soil profiles recorded in the field, based on results of laboratory testing.

H. Design LBR

1. Determine design LBR values from the 90% and mean methods.

I. Laboratory Data

1. Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

J. Seasonal High-Water Table

1. Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

K. Parameters for Water Retention Areas

1. Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

L. Limits of Unsuitable Material

1. Delineate limits of unsuitable material(s) in both horizontal and vertical directions. If requested, prepare a plan view of the limits of unsuitable material.

M. ASCII Files for Cross-Sections

1. Create ASCII files of boring data for cross-sections.

N. Embankment Settlement and Stability

1. Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

O. Design Groundwater Level for Structures

1. Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

P. Bridge Construction and Testing Recommendations

1. Provide construction and testing recommendations including potential constructability problems.

Q. Walls

1. Provide the design soil profile(s), which include the soil model/type of each layer and all soil engineering properties required by the Engineer of Record for conventional wall analyses and recommendations. Review wall design for geotechnical compatibility and constructability.

2. Evaluate the external stability of retaining walls. For retained earth wall systems, calculate and provide minimum soil reinforcement lengths versus wall heights, and soil parameters assumed in analysis. Estimate differential and total (long term and short term) settlements.
 3. Provide wall construction recommendations.
- R. Soil Parameters for Signs, Signals, and Strain Poles and Geotechnical Recommendations
1. Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.
- S. Box Culvert Analysis
1. Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.
 2. Provide lateral earth pressure coefficients.
 3. Provide box culvert construction and design recommendations.
 4. Estimate differential and total (long term and short term) settlements.
 5. Evaluate wingwall stability.
- T. Geotechnical Recommendations
1. Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.
- U. Preliminary Roadway Report and Pavement Evaluation Report
1. If a preliminary roadway investigation is performed, a preliminary roadway report shall be submitted before the Phase I plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.
 - a. Copies of U.S.G.S. and S.C.S. maps with project limits shown.
 - b. A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
 - c. Results of all tasks discussed in the previous section (Data Interpretation and Analysis).

- d. An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- e. The Consultant will respond in writing to any changes and/or comments from the County and submit any responses and revised reports.
- f. If a pavement evaluation is performed, the evaluation and report submittal shall be in accordance with Section 3.4 of the Materials Manual: Pavement Coring and Evaluation.

V. Final Roadway Report

- 1. The Final Roadway Report shall include the following:
 - a. Copies of U.S.G.S. and S.C.S. maps with project limits shown.
 - b. A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
 - c. A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
 - d. Results of all tasks discussed in the previous section (Data Interpretation and Analysis).
 - e. An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
 - f. The Consultant will respond in writing to any changes and/or comments from the County and submit any responses and revised reports.

W. Final Report – Bridge, Walls, Signs, and Signals

- 1. The final structures report shall include the following:
 - a. Copies of U.S.G.S. and S.C.S. maps with project limits shown.
 - b. Summary of structure background data, SCS, USGS, geologic and potentiometric data.
 - c. The results of all tasks discussed in the previous section (Data tation and Analysis).
 - d. Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
 - e. Any special provisions required for construction that are not addressed in the Florida Department of Transportation's Standard specification.

- f. An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.
2. Final reports will incorporate comments from the County and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the construction plans. These reports will be submitted to the County Project Manager for review prior to project completion. After review by the County Project Manager, the reports will be submitted to the County Project Manager in final form and will include the following:
 - a. All original plan sheets (11" x 17")
 - b. One set of all plan and specification documents, in electronic format, according to Department requirements
 - c. Two sets of record prints
 - d. Two sets of any special provisions
 - e. All reference and support documentation used in preparation of construction plans package
3. Additional final reports (up to four), aside from stated above, may be needed and requested for the County's Project Manager and other disciplines.
4. The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer registered in the State of Florida.
5. Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

X. Drafting

1. Prepare a complete set of drawings to include all Standard Penetration Test borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

3.15. Post Design Services

Post Design Services may include, but not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings, and load ratings. Specific services will be negotiated at a later date as necessary as a contract amendment.

Post Design Services are not intended for instances of Consultant errors and/or omissions.

A. Digital Delivery

1. The Consultant shall deliver final construction plans and documents in digital format. The final construction plans and documents shall be digitally signed and sealed files delivered to the County on acceptable electronic media, as determined by the County.

B. One-year Warranty Walk

1. Review project one month prior to the one-year warranty and write warranty punch list report for the contractor to address prior to final sign-off. The report shall comply with the project Plans, Specifications, and Estimates and any and all approved changes.

3.16. Performance Evaluation

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

3.17. Additional Services

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

3.18. 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 PROPOSAL

April 2, 2024

Taylor Abernathy
Deputy Director of Engineering
Clay County
477 Houston Street
4th Floor
Green Cove Springs, FL 32043
904-529-4126
taylor.abernathy@claycountygov.com

Re: Proposal for Professional Engineering Services
Project Name: Indigo Branch Erosion Control
Project No.: 23270.00

Dear Taylor:

Founded in 2005, **Matthews | DCCM** is the largest civil engineering firm based in St. Johns County, offering full-service civil and land development engineering services, roadway design, and landscape architecture throughout Northeast Florida. We proudly serve a wide range of public sector and private clients and have earned a solid reputation as a local leader for providing high-quality, innovative engineering solutions delivered timely and cost-effectively.

Staying true to our mission, Engineering Better Communities, our team takes an innovative approach to every project, creating thoughtful designs that balance functionality while preserving the often historic and eco-sensitive quality of the communities we serve. Our engineers go beyond the rudimentary requirements of a job and intentionally seek ways to optimize a project's usability, convenience, and aesthetics while reducing environmental impact. From conception to completion, we partner closely with and work alongside our clients through each step of the process to successfully bring their vision to reality. Matthews | DCCM continues to receive national, state-wide, and local awards for being among "Best Places to Work" and a "Hot Firm" for growth.

We are pleased to offer you this proposal to provide professional engineering services for the design and permitting of erosion control remediation measures associated with Indigo Branch Channel Erosion Control (Project) located at 5480 Sylvan Court, in Orange Park, Florida. The design services will be primarily focused on improvements to the channel at the embankment adjacent to the property located at 5480 Sylvan Court, and along the embankment adjacent to the properties located at 3512 Sheldon Road, 3518 Sheldon Road, 3524 Sheldon Road and 3530 Sheldon Road.

Matthews | DCCM proposes to furnish professional services as described in "Exhibit A, Scope of Work," which is attached hereto and made a binding part hereof by this reference, for a fee of **\$141,100.**"

We appreciate your consideration of our firm to provide these important services. Do not hesitate to contact us if you have any questions. We look forward to partnering with you and having our dedicated team of industry experts help make your project a success.

Sincerely,

Matthews | DCCM

A handwritten signature in blue ink, appearing to read "Alex Acree".

Alex Acree, PE

Vice President of Production

EXHIBIT A SCOPE OF WORK

I – Construction Plans Preparation

Based on our site evaluation and client discussions, Matthews | DCCM will prepare a preliminary site design of the remediation areas prior to moving into full construction plans. Once the preliminary site design has been approved by Clay County, Matthews | DCCM will prepare construction plans for the Project to depict limits of land clearing and tree removal, demolition, site grading, earthwork and stormwater conveyance. Plans will detail the construction work to be completed by the selected contractor, including details and specifications in conformance with Clay County and SJRWMD. Specifically, these plans will include:

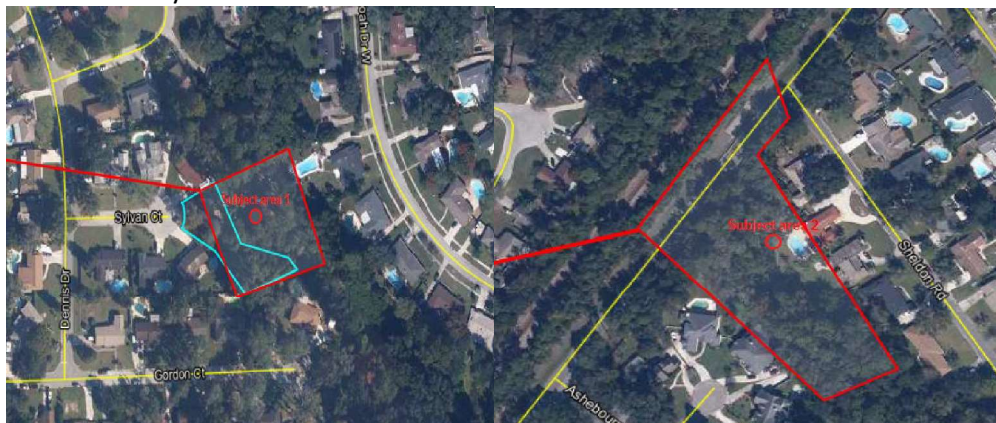
1. Site plan describing site layout and remediation designs.
2. Demolition plan describing items to be removed/retained on the existing site.
3. Grading plan describing site grading details and contours.
4. Construction details as needed to expand on the information in the above plan sets.
5. Maintenance of Traffic (MOT) details.
6. Stormwater Pollution Prevention Plan (SWPPP).
7. Cost Estimates at 30/60/90/100 design plan stages.

Fees for construction plans preparation services will be billed on a lump sum fee basis for a total of \$40,000.

II – Survey Services

Matthews | DCCM will provide surveying services for this development that includes the following tasks: Topographic survey of subject “survey areas” (see line item #7) with “Tree” locations delivered on a “Map of Survey”, referred to hereafter as the “Survey”.

1. Including a final record of survey showing Public/private boundary lines, easements that effect the subject survey areas (as associated with parcels per county property appriser website), right of way lines, centerline of roads where applicable.
2. Horizontal improvements for subject survey areas site.
3. Topographic Survey of entire subject areas to include the area beyond subject areas 25 feet beyond subject topographic area.
4. Topographic survey to include all accessible utility inverts and locations.
5. Two (2) site Benchmarks to be placed in each of the subject areas. With datum, location and elevation information to be displayed on the delivered survey.
6. “Trees” will be added to the survey per Clay county tree ordinance or code.
7. Survey Areas:



Fees for survey services will be billed on a lump sum fee basis for a total of \$18,000.

III – Permit Application Preparation and Processing

Matthews | DCCM will prepare permit application packages with supporting documents to apply for the following construction permits:

1. St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP)
2. Clay County Development Permit

Matthews | DCCM's proposal includes addressing reasonable comments for up to three rounds of Requests for Information (RFI) from the permitting agencies relating to the scope of work provided by our firm.

Fees for permit application preparation and processing services will be billed on a lump sum fee basis for a total of \$14,000. This does not include required permit application fees.

IV – Meetings and Coordination

Matthews | DCCM will attend all necessary meetings with the client and reviewing agencies during the permitting process. This includes meeting with County staff, SJRWMD, client, and contractor. This task also includes any coordination time with subconsultants, such as geotechnical and surveying.

Fees for meetings and coordination services will be billed on a lump sum fee basis for a total of \$6,500.

V – Environmental Services

Matthews | DCCM is teaming with Carter Environmental Services (CES) for the permitting associated with impacts to wetlands and open surface waters within the canal. Environmental tasks are outlined as follows:

1. **Wetland Delineation, GPS & Mapping** - CES will field delineate the extent of jurisdictional wetlands per the current methodologies of the U.S. Army Corps of Engineers [(ACOE) 1987 Corps of Engineers Wetland Delineation Manual], Florida Department of Environmental Protection (FDEP) and St. Johns River Water Management District [(SJRWMD) Florida Unified Wetland Delineation Methodology, Chapter 62-340, F.A.C.]. CES will use a Global Positioning System (GPS) to locate the wetland line in the field and will depict the boundaries on an aerial photograph or provide GIS data on request*.
**The GPS data is not as accurate as survey data and should be used for planning purposes only. CES will coordinate with your land surveyor with a flagging key map showing the approximate location of the jurisdictional line for the formal mapping of the wetland boundary.*
2. **DEP 404 / ACOE GENERAL OF NATIONWIDE PERMIT**- CES will prepare a DEP 404 / ACOE General or Nationwide application package for submittal to the DEP. Including the necessary maps and application documents. A boundary survey and site plan is required to complete the application package.
**This fee does not include the required DEP application fee.*
3. **DEP 404 / ACOE WETLAND REVIEW** - CES will review the existing wetland delineation with Florida Department of Environmental Protection (DEP) / ACOE staff. CES will coordinate with the project surveyor to make any changes requested by DEP / ACOE during the review.
4. **DEP - Request for Additional Information (RAI)** - CES will prepare responses to one RAI from DEP / ACOE.
5. **SJRWMD ERP Permitting** - CES will assist your project engineer in preparation and submittal of a Standard General Environmental Resource Permit application. Permit application fee is not included.

6. **SJRWMD Wetland Review** - CES will review the existing wetland delineation with St Johns River Water Management District (SJRWMD) staff. CES will coordinate with the project surveyor to make any changes requested by SJRWMD during the review.
7. **SJRWMD – Request for Additional Information (RAI)** - CES will prepare responses to one RAI from SJRWMD.
8. **General Consultation** - Often services that are not anticipated become necessary to complete a project.

Fees for environmental services will be billed on a lump sum fee basis for a total of \$17,825.

VI – Geotechnical Services

Matthews | DCCM is teaming with CSI Geo, Inc for the geotechnical services associated with *Field exploration, Laboratory testing and engineering services* for Phase I – Preliminary Field and Engineering Evaluation. The proposed Geotech Exploration includes eight (8) hand auger borings up to a depth of 10' with associated laboratory testing and report.

Fees for geotechnical services will be billed on a lump sum fee basis, for a total of \$21,775.

VII – Structural Design Services

Matthews | DCCM is teaming with Swanson Structural, Inc for the structural design services associated with the channel improvements, primarily related to headwall designs/repairs and any new retaining walls. The scope of work is anticipated to include the following:

1. Sheldon Road
 - Replace makeshift retaining wall – removed and replace makeshift retaining wall with CMU/concrete retaining wall.
 - Curb voids – grout fill voids (Photo 19 App. 2).
 - Design of up to (6) six different retaining/toe walls.

Scope of services will be to provide structural design for load bearing components (or as referenced above) for the project. We will review and markup specifications as requested and provide reproducible drawings for permit using the Florida Building Code 2023. Drawings will be completed in AutoCad format. We will coordinate with the geotechnical for final foundation design.

*** 3 site visits are included in the fee below.

Fees for structural design services will be billed on a lump sum fee basis for a total of \$23,000.

FEE SUMMARY

The following list summarizes costs associated with work items as described in Exhibit A, Scope of Work.

I – Construction Plans Preparation	\$40,000 (Lump Sum)
II – Survey	\$18,000 (Lump Sum)
III – Permit Application Preparation & Processing	\$14,000 (Lump Sum)
IV – Meetings & Coordination	\$ 6,500 (Lump Sum)
V – Environmental Services	\$17,825 (Lump Sum)
VI – Geotechnical Services	\$21,775 (Lump Sum)
VII – Structural Design Services	\$23,000 (Lump Sum)
Total Estimated Cost:	\$141,100

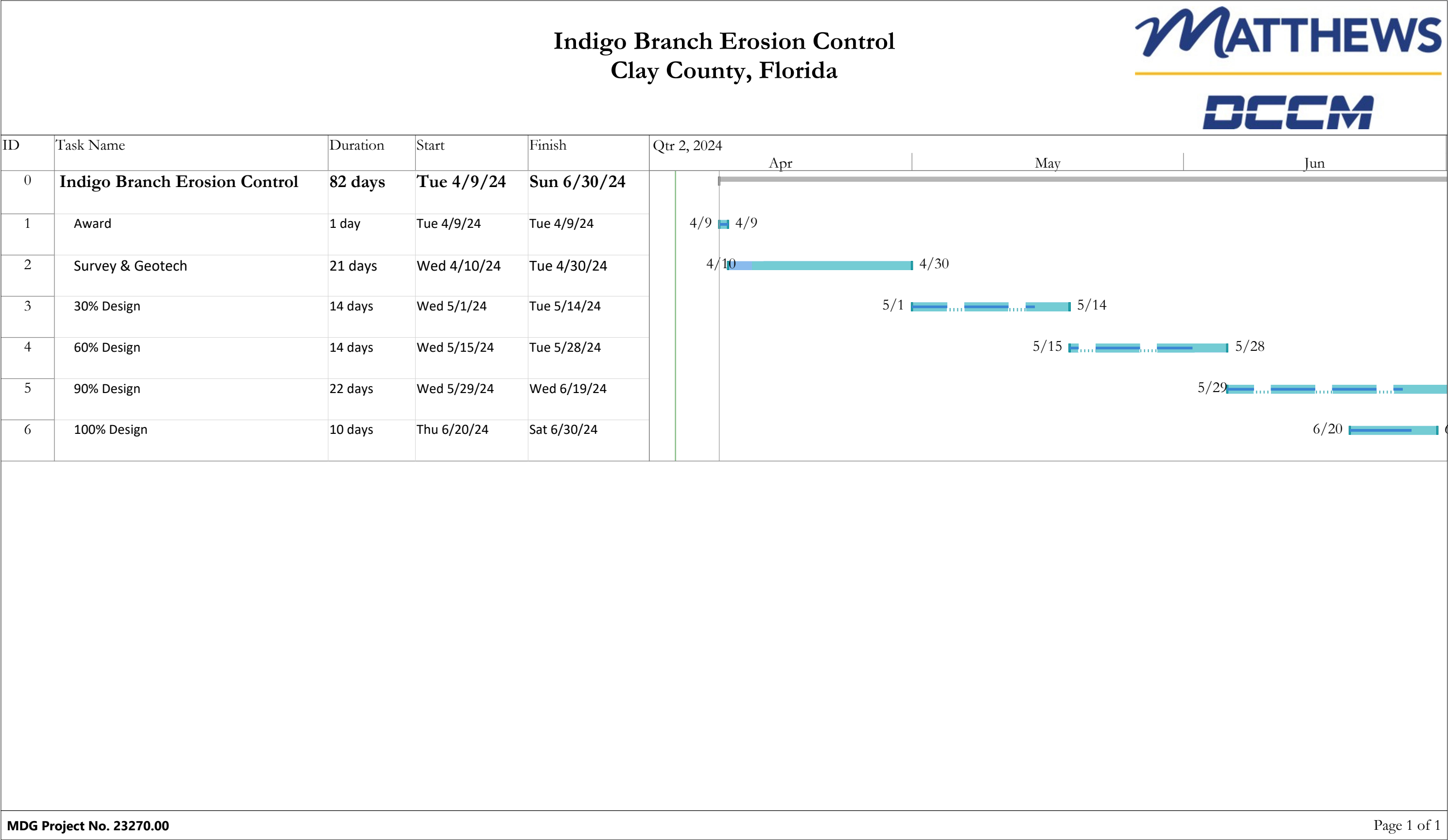
Matthews | DCCM will initiate services on this project immediately following receipt of the fully executed contract.

Services or work items not specifically set forth in this proposal are excluded. Should additional scope be requested by the Project Client, a change order for the additional services will be negotiated, and a change order proposal outlining costs will be fully executed before the additional work shall commence.

Personnel Classification	Rate
Principal	\$365.00
VP of Production	\$290.00
VP of Finance	\$280.00
Program Manager	\$250.00
LD Division Lead	\$275.00
Transportation Division Lead	\$285.00
Division Lead	\$275.00
Sr. Project Manager 2	\$270.00
Sr. Project Manager 1	\$260.00
Sr. Professional Engineer 2	\$260.00
Sr. Professional Engineer 1	\$220.00
Sr. Planner 2	\$230.00
Sr. Planner 1	\$210.00
Sr. Construction Inspector	\$210.00
Professional Engineer 2	\$190.00
Professional Engineer 1	\$180.00
Project Engineer, EI-3	\$190.00
Project Engineer, EI-2	\$170.00
Project Engineer, EI-1	\$160.00
Project Manager 2	\$240.00
Project Manager 1	\$230.00
Planner 2	\$170.00
Planner 1	\$160.00
Inspector 2	\$180.00
Inspector 1	\$170.00
Sr. CAD Designer 2	\$200.00
Sr. CAD Designer 1	\$180.00
CAD-Designer 3	\$150.00
CAD-Designer 2	\$140.00
CAD-Designer 1	\$130.00
Sr. Engineering Tech 2	\$190.00
Sr. Engineering Tech 1	\$180.00
Engineering Tech 2	\$170.00
Engineering Tech 1	\$150.00
Sr. Graphic Designer	\$160.00
Graphic Designer	\$110.00
Project Coordinator 3	\$115.00
Project Coordinator 2	\$100.00
Project Coordinator 1	\$95.00

Personnel Classification	Rate
Controller	\$190.00
Accounting Analyst	\$150.00
Project Administrator	\$120.00
LA Division Lead	\$275.00
Sr. Landscape Architect 2	\$260.00
Sr. Landscape Architect 1	\$220.00
Sr. Landcape Designer 1	\$180.00
Sr. Landcape Designer 2	\$190.00
Landscape Architect 2	\$190.00
Landscape Architect 1	\$170.00
CA, Architect	\$220.00
Intern Architect 1	\$115.00
Intern Architect 2	\$140.00
Project Architect 1	\$170.00
Project Architect 2	\$175.00
Project Architect 3	\$180.00
Project Coordinator 1, Architect	\$145.00
Project Coordinator 2, Architect	\$165.00
Project Manager 1, Architect	\$200.00
Project Manager 2, Architect	\$235.00
Project Manager 3, Architect	\$255.00
Specifications Writer	\$220.00
Project Director, Survey	\$215.00
Senior Surveyor	\$175.00
Sr.GIS Enterprise Administrator	\$175.00
Project Surveyor	\$155.00
Project GIS Developer	\$155.00
Staff Surveyor	\$135.00
Staff GIS Analyst	\$135.00
Four Man Field Crew	\$215.00
Three Man Field Crew	\$195.00
Two Man Field Crew	\$175.00
One Man Field Crew	\$150.00
One Man Crew (GPS/RTK)	\$200.00
Two Man Crew (GPS/RTK)	\$215.00
CADD Technician	\$115.00
GIS Technician	\$115.00
Field Technician	\$95.00

ATTACHMENT C PROJECT SCHEDULE



**ATTACHMENT D
CERTIFICATION
REGARDING
DEBARMENT,
SUSPENSION, AND
INELIGIBILITY**

The Respondent certifies that:

- a. This Contract is a covered transaction for purposes of 2 CFR, Part 180. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- b. The Consultant must comply with 2 CFR Part 180, subpart C and must include a requirement to comply 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 CFR Part 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- d. The Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C while this proposal is valid and throughout the period of any contract that may arise from this proposal. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Consultant of this Certification completed by its subconsultants.

Insert Name of Company:

Matthews Design Group, LLC dba Matthews | DCCM

By:

Rob A. Matthews III

Rob A. Matthews III, PE

Its President and CEO

Date: December 11, 2023

(Seal)



ATTACHMENT E ANTI-LOBBYING CERTIFICATION

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned (Firm) certifies, to the best of his or her knowledge that:

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 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 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 of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, United States 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.

Legal Name of Respondent: Matthews Design Group, LLC dba Matthews | DCCM

Authorized Representative(s): Rob A. Matthews III, PE

Signature Print Name/Title: Rob A. Matthews III, PE, President and CEO

ATTACHMENT F CONFLICT OF INTEREST DISCLOSURE FORM

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: 23/24-017

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of Clay County (“County”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant’s/contractor’s professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light.

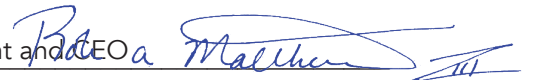
Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts. It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- ☒ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- ☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Matthews Design Group, LLC dba Matthews | DCCM

Authorized Representative(s): Rob A. Matthews III, PE, President and CEO



ATTACHMENT G HMGP COMPLIANCE REQUIRED CONTRACT CLAUSES

HAZARD MITIGATION GRANT PROGRAM (HMGP) COMPLIANCE REQUIRED CONTRACT CLAUSES

1. **Equal Employment Opportunity.**

- a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- b. If this contract is in excess of \$10,000 and meets the definition of a “federally assisted construction contract” as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor’s performance under this contract:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response

to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, “federally assisted construction contract” means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, “construction work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Compliance with the Davis-Bacon Act

- a. Contractor. The awarded Contractor shall comply 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.

3. Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall 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.
- c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply 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.
- d. 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.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 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 (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

- a. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient 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 sub-recipient 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.

6. Compliance with Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Hazard Mitigation Grant Program funds.

7. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Hazard Mitigation Grant Program funds.

8. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply 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 contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award 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 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.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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 Form to Report Lobbying," 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

10. Procurement of Recovered Materials.

- a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

11. Access to Records.

- a. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
- b. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12. DHS Seal, Logo, and Flags.

The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Hazard Mitigation Grant Program funds. The contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives, including, but not limited to:

- a. The Robert T. Stafford Disaster Relief and Emergency Management Act;
- b. 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- c. State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- d. Hazard Mitigation Assistance Guidance – February 27, 2015 Update; and

- e. All applicable laws and regulations delineated in Attachment of the Federally-Funded Subaward and Grant Agreement between Clay County and the Florida Division of Emergency Management (Agreement No. H0227)

14. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non- Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Legal Name of Respondent: Matthews Design Group, LLC dba Matthews | DCCM

Authorized Representative(s): Rob A. Matthews III, PE

Signature Print Name/Title:  Rob A. Matthews III, PE, President and CEO

Date: December 11, 2023

ATTACHMENT H

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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of the First Modification to Subgrant Agreement No. 2022/2023-88 with State of Florida, Division of Emergency Management (R0607) Re: Fire Hazmat Sustainment FY22, reinstating and extending the agreement through September 30, 2024. All other terms and conditions, including the award amount (\$99,050.00) remain the same.

Funding Source (Revenue):

General Fund - All Grants Organization - Homeland Security Grant Program FY22 (HSGP)

Hazmat - FY22 HSGP Hazmat Grant - Clay County Hazmat Grant

Fire Control MSTU Fund - All Grants Organization - Homeland Security Grant Program FY22 (HSGP) Hazmat - FY22 HSGP Hazmat Grant - Clay County Hazmat Grant

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This Agreement is for equipment expenditures for Fire Hazmat Sustainment to support the sustainment and maintenance of advanced devices to detect and identify Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) substances.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source (Revenue):

General Fund - All Grants Organization - Homeland Security Grant Program FY22 (HSGP)

Hazmat - FY22 HSGP Hazmat Grant - Clay County Hazmat Grant

Fire Control MSTU Fund - All Grants Organization - Homeland Security Grant Program FY22
(HSGP) Hazmat - FY22 HSGP Hazmat Grant - Clay County Hazmat Grant

Account No.

FD1000 - CC1233 - PRJ100416 - GR010104 - RC331210 Amount - \$74,288

FD1030 - CC1233 - PRJ100416 - GR010104 - RC331210 Amount - \$24,763

Sole Source (Yes\No): Advanced Payment
No (Yes\No):
No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_Mod 1 FDEM	Cover Memo	4/4/2024	2022-2023- 88_Mod1FDEMa.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/2/2024 - 4:02 PM	Item Pushed to Agenda

**MODIFICATION #1 TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CLAY COUNTY**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Clay County ("Recipient"), to modify Contract Number **R0607**, which began on April 1, 2023 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the State Homeland Security Grant Program in the amount of **\$99,050.00**.

WHEREAS, the Agreement expires on March 31, 2024; and,

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement; and,

WHEREAS, the Division and the Recipient desire to modify the Agreement; and,

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 8 of the Agreement is hereby amended to read as follows:

This Agreement shall begin upon execution by both parties and shall end on September 30, 2024 unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

2. All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of

the dates set out below.

RECIPIENT: CLAY COUNTY

By: _____

Name and Title: Jim Renninger, Chairman

Date: _____

ATTEST:

DIVISION OF EMERGENCY MANAGEMENT

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

By: _____

Name and Title: **Kevin Guthrie, Director**

Date: _____



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of Second Amendment to Grant Agreement No.: 2021/2022-208 with the State of Florida Department of Environmental Protection (Number 22PLN05) regarding the Clay County Flooding Vulnerability Assessment to extend the expiration date to December 30, 2024 and update certain DEP attachments to the Grant Agreement. There is no change in the funding.

Funding Source:

General Fund - All Grants Organization - Resilient Florida Grant - Clay County Flooding Vulnerability Assessment

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County was awarded a Resilient Florida Program Cost Reimbursement Grant from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program ("DEP") under agreement number 22PLN05 to fund the County Flooding Vulnerability Assessment in the amount of \$400,000.00. Jones Edmunds & Associates, Inc. is preparing the assessment. This amendment removes, updates, and adds various terms and conditions in accordance with updates from the Office of the General Counsel and Resilient Florida Programs, which makes minor wording updates and changes, and updates grant processes and includes form changes to conform with current grant requirements. All changes are minor, with no changes to the substance or funding amount of the grant. Amendment also extends the deadline for completion of tasks until December 30, 2024.

Is Funding Required (Yes/No):

If Yes, Was the item budgeted
(Yes\No\N/A):

Yes

Yes

Funding Source:

General Fund - All Grants Organization - Resilient Florida Grant - Clay County Flooding Vulnerability Assessment

Account No:

FD1000 - CC1233 - PRJ100399 - GR010086 - SC563000

Sole Source (Yes\No):

No

Advanced Payment

(Yes\No):

No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
Contracts FDEP □ Vulnerability Access	Cover Memo	4/4/2024	22PLN05_A2- _Clay_County_Flooding_Vulnerability_Assessment- _For_Executionada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/2/2024 - 4:03 PM	Item Pushed to Agenda

**AMENDMENT NO. 2
TO AGREEMENT NO. 22PLN05
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment to Agreement No. 22PLN05 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Clay County Board of County Commissioners (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Clay County Flooding Vulnerability Assessment (Project), effective August 30, 2022; and,

WHEREAS, the Grantee has requested a 6-month extension of the Agreement due to sufficient time to complete tasks in the Agreement as expected; and,

WHEREAS, the Department has requested an update to Attachment 2-B, Attachment 3-B and Exhibit H, following updates from the Office of the General Counsel and Resilient Florida Program; and

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 30, 2024. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Attachment 2-B, Second Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-C, Third Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2-B shall hereinafter refer to Attachment 2-C, Third Revised Special Terms and Conditions.
3. Attachment 3-B, Second Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-C, Third Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-B shall hereinafter refer to Attachment 3-C, Third Revised Grant Work Plan.
4. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CLAY COUNTY BOARD OF COUNTY
COMMISSIONERS

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

Jim Renninger, Chairman
Print Name and Title

Alex Reed, Director
Print Name and Title

Date: _____

Date: _____

ATTEST:

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

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	2-C	Third Revised Special Terms and Conditions (3 pages)
Attachment	3-C	Third Revised grant Work Plan (7 pages)
Exhibit	H-1	Revised Contractual Services Certification (1 page)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Third Revised Special Terms and Conditions
AGREEMENT NO. 22PLN05**

ATTACHMENT 2-C

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Clay County Flooding Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Attachment 2-C

1 of 3

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
THIRD REVISED GRANT WORK PLAN
AGREEMENT NO. 22PLN05**

ATTACHMENT 3-C

PROJECT TITLE: Clay County Flooding Vulnerability Assessment

PROJECT LOCATION: The Project is located within Clay County, Florida.

PROJECT DESCRIPTION:

The Clay County Board of County Commissioners (Grantee) will conduct the Clay County Flooding Vulnerability Assessment (Project) to include the development of a County-wide Vulnerability Assessment (VA), pursuant to Section 380.093, Florida Statutes (F.S.) and Adaptation Plan (AP). The Project will assemble a multi-jurisdictional steering committee and will include community-stakeholder outreach. The VA will form the foundation of a strategic resilience plan that will prioritize and develop future strategies to address areas of vulnerability within Clay County.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: After a notice-to-proceed is issued, the Grantee will meet to develop an overall project management plan and to address initial actions. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:

- **1.1:** A draft list of steering committee members;
- **1.2:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- **1.3:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2: Assemble Steering Committee

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation;
- **3.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 4: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

Task 5: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, Florida Statute (F.S.). Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset types as defined in s. 380.093(2) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida

DEP Agreement No.: 22PLN05

Page 2 of 7

Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **5.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **5.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **5.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in s. 380.093(2) 1-4, F.S.

Task 6: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **6.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **7.1:** A draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards; and

- **7.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impact(s) each asset.

Task 8: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 9: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **9.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **9.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **9.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **9.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 10: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **10.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.;
- **10.2:** Final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impact(s) each asset.;
- **10.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **10.4:** A signed VA Compliance Checklist Certification.

Task 11: Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the final AP or Report.

Task 12: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **12.1:** Meeting agendas to include location, date, and time of meeting;
- **12.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **12.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **12.4:** Copy of the file or weblink of the video or audio recording from the meeting, if applicable; and

- **12.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$5,000	\$0	\$5,000	7/1/2021	9/30/2024
2	Assemble Steering Committee	Contractual Services	\$5,000	\$0	\$5,000	7/1/2021	9/30/2024
3	Conduct Steering Committee Meetings	Contractual Services	\$10,000	\$0	\$10,000	7/1/2021	9/30/2024
4	Public Outreach Meeting #1	Contractual Services	\$5,000	\$0	\$5,000	7/1/2021	9/30/2024
5	Acquire Background Data	Contractual Services	\$35,000	\$0	\$35,000	7/1/2021	9/30/2024
6	Exposure Analysis	Contractual Services	\$25,000	\$0	\$25,000	7/1/2021	9/30/2024
7	Sensitivity Analysis	Contractual Services	\$25,000	\$0	\$25,000	7/1/2021	9/30/2024
8	Public Outreach Meeting #2	Contractual Services	\$5,000	\$0	\$5,000	7/1/2021	9/30/2024
9	Identify Focus Area	Contractual Services	\$75,000	\$0	\$75,000	7/1/2021	9/30/2024
10	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$150,000	\$0	\$150,000	7/1/2021	9/30/2024
11	Adaptation Plan	Contractual Services	\$50,000	\$0	\$50,000	7/1/2021	9/30/2024
12	Public Presentation	Contractual Services	\$10,000	\$0	\$10,000	7/1/2021	9/30/2024
Total:			\$400,000	\$0	\$400,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN05

Project Title: Clay County Flooding Vulnerability Assessment

Grantee: Clay County Board of County Commissioners

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County Commissioners

DATE: 4/2/2024

FROM: Dodie Selig, AICP, Chief
Planner

SUBJECT: A Resolution amending the Planning District map in order to revise three Planning District names.

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Staff Report for Resolution 89-21R(F)	Cover Memo	4/2/2024	PC_Staff_Report_-_Resolution_89-21Rada.pdf
▢ Resolution 89-21R(F)_Planning Districts Map	Cover Memo	4/2/2024	Resolution_89-21R(F)_-_planning_district_map_finalada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	4/2/2024 - 4:03 PM	Item Pushed to Agenda

Staff Report and Recommendations for Resolution 89-21R(F)



Owner / Applicant Information:

The Applicant is Clay County, Economic and Development Services

Description:

Resolution 89-21R(F) will amend the previous resolution by replacing Exhibit A (the Planning Districts Map) with an updated map in order to rename three of the Planning Districts.

Staff is proposing to change the names of the planning districts as follows:

Current district name:

Proposed district name:

Northeast Clay

Gateway

Southeast Clay

Springs

Southwest Clay

Keystone Heights

A resolution and planning district map effecting the proposed changes is attached.

Recommendation

Staff recommends approval of Resolution 89-21R(F).

RESOLUTION NO. 89-21R(F)

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING SECTION 1 OF RESOLUTION 89-21R, AS AMENDED, WHICH ESTABLISHED CITIZEN ADVISORY COMMITTEES FOR VARIOUS PLANNING DISTRICTS WITHIN CLAY COUNTY, TO UPDATE THE ESTABLISHED PLANNING DISTRICTS MAP; PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, on March 28, 1989, the Board of County Commissioners (the “Board”) adopted Resolution 89-21R establishing citizen advisory committees for the planning districts within Clay County, Florida and setting forth certain requirements for the committees; and,

WHEREAS, on January 25, 2022, the Board adopted Resolution 89-21R(A) amending section 1, establishing 7 planning districts, and section 3, increasing the number of committee members for the Lake Asbury citizen planning committee to eleven (11); and,

WHEREAS, on March 22, 2022, the Board adopted Resolution 89-21R(B) amending sections 1, 3, 4, 5 and 6, updating the established planning districts map and providing for standardization and codification of operating policies for all citizen advisory committees; and,

WHEREAS, on May 10, 2022, the Board adopted Resolution 89-21R(C) updating the established planning districts map; and,

WHEREAS, on November 14, 2023, the Board adopted Resolution 89-21R(D) updating the established planning districts map; and,

WHEREAS, on February 27, 2024, the Board adopted Resolution 89-21R(E) to amend the names of three of the established planning districts; and,

WHEREAS, the Board desires to rename three of the planning districts amended under Resolution 89-21R(E); and,

WHEREAS, the Board desires to provide for the update of the planning district map attached as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

1. Exhibit “A” referenced in Section 1 of Resolution 89-21R, as amended, is hereby replaced in its entirety with Exhibit “A” attached hereto.
2. This Resolution shall be effective April 10, 2024.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 9th day of April, 2024.

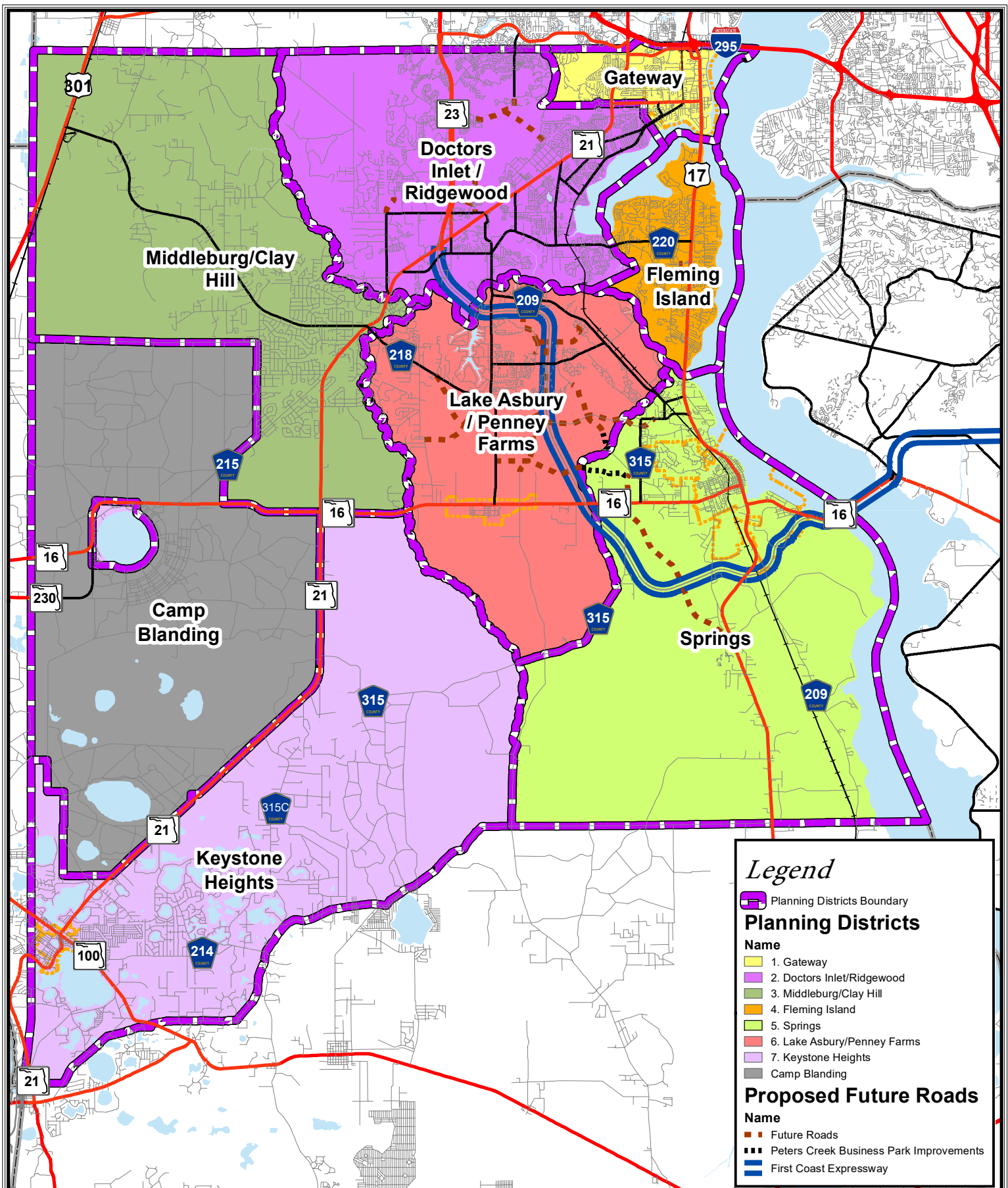
BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

ATTEST:

By: _____
Jim Renninger, Its Chairman

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

F:\Ordinances\Resolutions\Resolution 89-21R(F) (draft) - planning district map_final.docx



0 0.5 1 2 3 4 5 Miles

This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: Planning Districts 8.5x11

Planning Districts *Clay County, Florida*



Created By: GIS Department
Map Prepared: 4/2/2024



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County
Commissioners

DATE: 3/26/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
County_and_CCUA_Subordination_Agreement_CR315_and_Catherdral_Oak_Parkway_Utility_Conflicts	Agreement/Contract	4/4/2024	County_and_CCUA

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/2/2024 - 4:03 PM	Item Pushed

This instrument prepared by and return to:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

SUBORDINATION OF UTILITY INTERESTS AGREEMENT

THIS AGREEMENT, entered into this 2nd day of APRIL, 2024, by and between Clay County, a political subdivision of the State of Florida, 477 Houston Street, Green Cove Springs, Florida 32043 (County), and Clay County Utility Authority, an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts of 1994, 3176 Old Jennings Road, Middleburg, Florida 32068 (CCUA).

WHEREAS, CCUA presently has an interest in certain lands, as provided by a Grant of Easement as recorded in OR Book 3981, Page 1558 of the Clay County Public Records, a portion of which have been determined necessary for roadway purposes as part of the County's Bonded Transportation Program in order to provide improvements for CR315; and

WHEREAS, the proposed use of these lands for roadway purposes will require subordination of a portion of the interest claimed in such lands by CCUA to the County, such portion is particularly described in Exhibit A attached hereto; and

WHEREAS, the County and CCUA have entered into an Interlocal Agreement (Clay County Agreement/Contract No. 2023/2024-38) to address conflicts between CCUA's utilities and the County's roadway improvements (Interlocal Agreement), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Interlocal Agreement provides in Article 4, Paragraph A that at Location 1, CCUA shall subordinate approximately 20' X 130' of its existing easement to the County as identified in the Location #1 Map attached thereto; and

WHEREAS, the Interlocal Agreement further provides in Article 4, Paragraph B that at Location 2, CCUA shall subordinate its current easement along the southside of the CR315 alignment from station 1035+40 to station 1042+50 to the County as identified in the Location #2 Map attached thereto; and

WHEREAS, CCUA desires to fulfill its obligation under the parties Interlocal Agreement and provide for subordination of CCUA's interests at Location 1 and Location 2.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and for other good and valuable consideration, the legal sufficiency of which is admitted by the parties, the County and CCUA agree as follows:

1. CCUA, its successors and assigns, hereby subordinates any and all of CCUA's interest in the real property described in attached Exhibit A to the interest of the County, and its successors and assigns.

2. CCUA, its successors and assigns, shall have the right to construct repairs on, within, and upon the lands described in attached Exhibit A in accordance with the parties' Interlocal Agreement.

3. Amendments. Any changes in the provisions of this Agreement which are agreed to by the Parties shall be made by formal written amendment signed by both Parties.

4. Indemnity.

A. Subject to and within the provisions of Section 768.28, Florida Statutes, CCUA shall fully defend, protect, indemnify and hold harmless the County and all of its respective principals, employees, officers, agents, servants and contractors (collectively, the Indemnitees), from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by it in the performance of the utility work. In light of CCUA being a governmental entity, nothing herein is intended to serve as a waiver of CCUA's sovereign immunity protections nor does it extend CCUA's liability beyond the limits established in Section 768.28, Florida Statutes. Notwithstanding anything stated to the contrary in the Agreement, CCUA's obligation to compensate or indemnify is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time.

B. Subject to and within the provisions of Section 768.28, Florida Statutes, the County shall fully defend, protect, indemnify and hold harmless CCUA and all of its respective principals, employees, officers, agents, servants and contractors (collectively, the Indemnitees), from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by it in the performance of the road work. In light of the County being a governmental entity, nothing herein is intended to serve as a waiver of the County's sovereign immunity protections nor does it extend the County's liability beyond the limits established in Section 768.28, Florida Statutes. Notwithstanding anything stated to the contrary in the Agreement, the County's obligation to compensate or indemnify is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time.

C. The provisions of this Paragraph shall survive any termination of this Agreement.

5. 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.

6. Waiver. 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.

7. Severability. Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CLAY COUNTY

By: _____
Jim Renninger, Its Chairman

ATTEST:

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

SIGNED, SEALED AND
DELIVERED IN OUR PRESENCE:

CLAY COUNTY UTILITY AUTHORITY

Sandra M. Blaney
Print name: Sandra M. Blaney
Address: 3176 Old Jennings Rd
Middleburg, FL 32068

By: 
Jeremy D. Johnston, PE, MBA
Its Executive Director

Jennifer Cron
Print name: Jennifer Cron
Address: 3176 Old Jennings Rd
Middleburg, FL 32068

STATE OF FLORIDA
COUNTY OF CLAY

THE FOREGOING INSTRUMENT was acknowledged before me by means of (X) physical presence or () online notarization, this 2nd day of APRIL 2024, by JEREMY D. JOHNSTON, PE, MBA, as EXECUTIVE DIRECTOR of Clay County Utility Authority, acting on behalf of Clay County Utility Authority, who is (X) personally known to me or () who has produced _____ as identification.

(Notary Seal)



Summer P. Berndt
Print Name: Summer P. Berndt
Address: 3176 Old Jennings Rd
Middleburg, FL 32068
Notary Public
My Commission Expires: 01/26/28

EXHIBIT A

PARCEL A

A PORTION OF WILLOW SPRINGS PHASE 2 TRACT "A" REPLAT; PLAT BOOK 67 PAGE 21, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE PLAT OF WILLOW SPRINGS PHASE 2 TRACT "A" REPLAT PLAT BOOK 67 PAGE 21 AND THE EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315 (AN 80-FOOT RIGHT OF WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 71507-2601); THENCE NORTH 01°47'05" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 137.26 FEET TO THE NORTH LINE OF SAID PLAT; THENCE SOUTH 33°06'33" EAST ALONG SAID NORTH LINE A DISTANCE OF 8.70 FEET; THENCE NORTH 88°39'34" EAST TO THE EAST LINE OF CCUA EASEMENT AS PER OFFICIAL RECORD BOOK 3981 PAGE 1558 A DISTANCE OF 15.03 FEET; THENCE SOUTH 01°46'59" WEST ALONG SAID EAST LINE EASEMENT A DISTANCE OF 129.84 FEET TO THE SOUTH LINE OF SAID PLAT; THENCE SOUTH 88°39'34" WEST ALONG SAID SOUTH LINE A DISTANCE OF 20.02 FEET TO THE **POINT OF BEGINNING**.

PARCEL B

A PORTION OF WILLOW SPRINGS PHASE 2 TRACT "A" REPLAT; PLAT BOOK 67 PAGE 21, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE PLAT OF WILLOW SPRINGS PHASE 2 TRACT "A" REPLAT, PLAT BOOK 67 PAGE 21 AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315 (AN 80-FOOT RIGHT OF WAY PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 71507-2601); THENCE SOUTH 00°26'32" EAST DEPARTING SAID RIGHT OF WAY AND TO THE NORTH LINE OF CCUA EASEMENT AS PER OFFICIAL RECORD BOOK 3981 PAGE 1558 A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 00°26'32" A DISTANCE OF 15.02 FEET; THENCE SOUTH 89°32'45" WEST DEPARTING SAID EAST LINE A DISTANCE OF 28.69 FEET TO A TANGENT CURVE CONCAVE SOUTH, HAVING A RADIUS OF 903.00 FEET; THENCE THROUGH AN ANGLE OF 06°00'33", AN ARC DISTANCE OF 94.71 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 86°32'28" WEST, 94.66 FEET TO A NON-TANGENT LINE AND THE SOUTH LINE OF SAID EASEMENT; THENCE SOUTH 89°33'28" WEST ALONG THE SOUTH LINE OF SAID EASEMENT A DISTANCE OF 551.02 FEET TO THE WESTERLY LINE OF SAID PLAT AND A NON-TANGENT CURVE CONCAVE WEST, HAVING A RADIUS OF 234.50 FEET; THENCE THROUGH AN ANGLE OF 08°33'39", AN ARC DISTANCE OF 35.04 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 55°35'02" WEST, 35.01 FEET TO A NON-TANGENT LINE AND THE NORTH LINE OF SAID EASEMENT; THENCE NORTH 89°33'28" EAST ALONG THE SAID NORTH LINE OF EASEMENT A DISTANCE OF 702.97 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT B

Interlocal Agreement

Clay County Agreement/Contract No. 2023/2024 - 38

Clay County Agreement/Contract No. 2023/2024- 38

INTERLOCAL AGREEMENT

Between Clay County and Clay County Utility Authority
Re: CR 315 Utility Conflicts with Cathedral Oak Parkway (CR 216)

THIS INTERLOCAL AGREEMENT is made and entered into this 14 day of November, 2023, by and between Clay County, a political subdivision of the State of Florida (the County), and the Clay County Utility Authority, an independent special district in the State of Florida (CCUA).

WHEREAS, the County is currently engaged in the design and construction of Cathedral Oak Parkway (CR 216) in Clay County, Florida as part of its Bonded Transportation Program, Project No. 6B; and

WHEREAS, design plans for the new Cathedral Oak Parkway indicate two locations where conflicts will occur with existing CCUA utilities along CR 315; and

WHEREAS, the design build contractor constructing Project No. 6B provided a cost estimate of \$868,723 to design and install new utility casings at the two locations; and

WHEREAS, the County views CCUA's request to encase these utility lines at the two locations as a "betterment" to the utilities since the existing utilities at these locations are not encased; and

WHEREAS, the County would like to note as an occurrence and a standard practice that CCUA's utilities do cross under County roads throughout the County without such pipes being placed within pipe casings; and

WHEREAS, CCUA on the other hand counters that while the encasement does improve the utilities, the current utility lines are not under public roadways and once the utility lines are under a roadway it may raise the potential costs to repair the utilities should a utility pipe fail as in such an instance, traffic movement and roadway infrastructure would be impacted as compared to a similar utility leak occurring in a dedicated easement outside of the roadway right of way; and

WHEREAS, CCUA has expressed a concern that if a pipe failure occurs under the roadway and the pipes are not encapsulated within a pipe casing, in order to effectuate the repair, CCUA does not want the burden of repairing the damaged roadway, although recognizing that it would be responsible for repairing the pipes; and

WHEREAS, neither CCUA nor the County wish to expend over \$800,000 (the design build contractor's estimated quote) to install pipe casings at the two locations; and

WHEREAS, the County and CCUA desire to work together at the two conflict locations to allow the continued operations of CCUA's existing utilities along CR 315 and to allow the

construction of Cathedral Oak Parkway (the Project); and

WHEREAS, the County and CCUA desire to establish their respective rights and responsibilities with respect to the Project.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the legal sufficiency of which is admitted by the Parties, the Parties agree as follows:

ARTICLE 1. Authority, General Responsibilities, and Condition Precedent.

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", hereinafter referred to as the Act, and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, 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 Clay County.

D. This Agreement shall be construed under the laws of the state of Florida, and venue for any actions arising out of this Agreement shall lie in Clay County. If any provision hereof is in conflict with any applicable statute or rule or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

ARTICLE 2. The Project.

The construction of road work and utility work at two locations along Cathedral Oak Parkway (CR 216), as part of Project No. 6B. See Site Location Map attached hereto.

The first location (Location 1) occurs where Project No. 6B will cross an existing section of CR 315 just north of Willow Springs Drive and south of the 90-degree curve at the intersection

with Fuzzy Lane and CR315. At Location 1, the new roadway and right of way for Cathedral Oak Parkway will cross over existing water, sanitary force main and non-potable water lines, three utilities. The roadway design elevates the profile of the new roadway at this location to provide the required cover over the existing utility pipes.

The second location (Location 2) occurs at the eastern end where Project No. 6B will connect with the existing alignment of CR 315. At Location 2, the proposed plans call for intercepting CCUA's three utility mains (water, sanitary force main and non-potable water lines) toward the end of Project No. 6B. These three utilities would be rerouted into a new utility easement to be provided by the County. The three utilities would then follow the roadway alignment of the new roadway for approximately 500 feet at which point all three utilities would turn 90 degrees to the roadway and cross the County's right of way beneath the new roadway with adequate coverage, intersecting the utilities and connecting the three rerouted utilities to the existing CCUA lines which reside within an easement currently held by CCUA.

ARTICLE 3. Obligations of the County.

A. At Location 1, where the County right-of-way crosses CCUA's easement, the County will allow the three existing utility lines (water, sanitary force main and non-potable water lines) to remain in place as is, with construction of the new roadway crossing over the existing lines. See Location #1 Map attached hereto.

B. At Location 2, the County, at its expense, will facilitate obtaining a new 20' X 531' utility easement along the southside of CR 315 from Peters Creek, where the County has received a drainage easement as noted on the Willow Springs Replat. See Location #2 Map attached hereto.

C. For Location 2, the County, at its expense, will relocate CCUA's utility lines into the County owned right-of-way, running northerly along the east side of the connector road between the new utility easement on the south side of the new CR 315 alignment and the existing CCUA utility easement along the existing CR 315 roadway. See Location #2 Map attached hereto. More particularly, as stated above, the three utilities (water, sanitary force main and non-potable water lines) would be rerouted into a new utility easement to be provided by the County. The three utilities would then follow the roadway alignment of the new roadway for approximately 500 feet at which point all three utilities would turn 90 degrees to the roadway and cross the County's right of way beneath the new roadway with adequate coverage, intersecting the utilities and connecting the three rerouted utilities to the existing CCUA lines which reside within an easement currently held by CCUA.

D. The County's contractor will provide a single insurance policy and bond to protect the Project and to secure the payment and performance of both the road work and the utility work being performed at Location 2. The payment and performance bonds submitted by the contractor are to be assignable to CCUA in the event it is necessary to pursue the bonds for defective utility work at Location 2. The County's contractor shall only look to the County, and not to CCUA, for payment associated with the utility work at Location 2 and shall provide CCUA a two-year warranty, consistent with CCUA's standards and specifications for the utility work to performed under this Agreement.

E. The County shall be responsible for securing and paying for any required permits for the work necessary for completion of the road work and utility work at Location 2.

F. The County shall ensure that the Project is properly insured with builders' risk, against casualty and liability loss, and that worker's compensation coverage is also in place both during construction and upon completion, for any work related to the Location 2 road work and utility work.

G. In the event of an unforeseen or a change condition arising during the construction which affects the utility work at Location 2, the County agrees to notify CCUA of these conditions, and the County and CCUA representatives agree to meet to verify the cause and determine any resolution to these conditions.

H. The County shall cause the CEI for the Project to ensure the contractor coordinates with CCUA on opening and closing CCUA valves, pressure testing, flushing, chlorination, de-chlorination, regulatory testing and main clearing, and public noticing procedures as required for the utility work at Location 2. The CEI shall notify CCUA's Project Manager in advance of commencement of any procedures involved with CCUA's utility work at Location 2 that could affect public health and safety.

I. Following completion of construction, the County shall ensure the contractor prepares and provides to CCUA As-Built Survey and CAD Drawings prepared in accordance with CCUA "As-Built Specifications Standards Manual", latest edition, and minimum technical standards for surveying as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Final As-Built Drawings shall represent the utility work that was constructed at Location 2.

J. If a pipe repair should become necessary under the roadway at either Location 1 or Location 2 during the term of this Agreement, the County shall provide the repair cost for the roadway and traffic movement, with CCUA being solely responsible for the cost of the pipe repairs.

ARTICLE 4. Obligations of CCUA.

In addition to CCUA obligations set forth elsewhere in this Agreement, CCUA has the following obligations:

A. At Location 1, CCUA shall subordinate approximately 20' X 130' of its existing easement to the County. See Location #1 Map attached hereto.

B. At Location 2, CCUA shall subordinate its current easement along the southside of the CR 315 alignment from station 1035+40 to station 1042+50 to the County. See Location #2 Map attached hereto.

C. For the Location 2 utility work being performed by the County's contractor, CCUA agrees to designate a Project Manager who will receive, review, and respond within ten (10)

working days to all questions and requests from the County. Under no circumstances may CCUA or any of its officers, contractors or agents give direction to the County's contractor in the performance of the road work or the utility work being performed at Location 2 or to the CEI firm in the performance of CEI services related to the road work or utility work being performed at Location 2.

D. In the event of an unforeseen or a change condition arising during the construction which affects the utility work at Location 2, upon notification by the County of such conditions, CCUA agrees to meet with County representatives to determine any resolution to these conditions.

E. If a pipe repair should become necessary under the roadway at either Location 1 or Location 2 during the term of this Agreement, CCUA shall be solely responsible for the cost of the pipe repairs while the County shall provide the repair cost for the roadway and traffic.

ARTICLE 5. Default or Disputes.

In the event either Party to this Agreement fails to meet any of its obligations hereunder, the other Party may terminate the Agreement.

ARTICLE 6. Transfer or Assignment.

Neither the County nor CCUA shall transfer or assign this Agreement, or any rights acquired hereunder, or grant any interest, privilege, or license whatsoever in connection with this Agreement unless first obtaining the written consent of the other Party, which consent shall not be unreasonably withheld.

ARTICLE 7. Amendments.

Any changes in the provisions of this Agreement which are agreed to by the Parties shall be made by formal written amendment signed by both Parties.

ARTICLE 8. Project Management.

The Project Managers for the County and for CCUA are listed below and shall be the representative responsible for overall coordination of the Project. Either Party may change its Project Manager upon three (3) business day's prior written notice to the other Party.

County

Richard Smith, P.E.
Clay County Dept. of Engineering
P.O. Box 1366
Green Cove Springs, Florida 32043
Telephone: 904-529-3816
Email: richard.smith@claycountygov.com

CCUA

Joe Paterniti, P.E.
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068
Telephone: 904-213-24512
Email: jpaterniti@clayutility.org

ARTICLE 9. Term.

The term of this Agreement shall commence on the effective date and continue for thirty (30) years thereafter, unless amended or terminated by the parties.

ARTICLE 10. Effective Date.

This Agreement shall commence and be effective on the date it is fully executed by the Parties hereto.

ARTICLE 11. Audit, Access to Records, and Repayment of Funds.

Both CCUA and the County shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. CCUA and the County shall keep the records of receipts and expenditures and copies of all invoices and supporting documentation for at least three (3) years after expiration of this Agreement and in any event shall meet all applicable requirements for retaining public records as required by Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws). In accordance with generally accepted governmental auditing standards, both CCUA and the County shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, CCUA and the County shall maintain all required records until the audit is completed and all questions are resolved. CCUA and the County will provide proper facilities for access to and inspection of all required records.

ARTICLE 12. Indemnity.

A. Subject to and within the provisions of Section 768.28, Florida Statutes, CCUA shall fully defend, protect, indemnify and hold harmless the County and all of its respective principals, employees, officers, agents, servants and contractors (collectively, the Indemnitees), from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by it in the performance of the utility work. In light of CCUA being a governmental entity, nothing herein is intended to serve as a waiver of CCUA's sovereign immunity protections nor does it extend CCUA's liability beyond the limits established in Section 768.28, Florida Statutes. Notwithstanding anything stated to the contrary in the Agreement, CCUA's obligation to compensate or indemnify is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time.

B. Subject to and within the provisions of Section 768.28, Florida Statutes, the County shall fully defend, protect, indemnify and hold harmless CCUA and all of its respective principals, employees, officers, agents, servants and contractors (collectively, the Indemnitees), from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by it in the performance of the road

work. In light of the County being a governmental entity, nothing herein is intended to serve as a waiver of the County's sovereign immunity protections nor does it extend the County's liability beyond the limits established in Section 768.28, Florida Statutes. Notwithstanding anything stated to the contrary in the Agreement, the County's obligation to compensate or indemnify is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time.

C. The provisions of this Article shall survive any termination of this Agreement.

ARTICLE 13. 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.

ARTICLE 14. 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. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 15. 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.

ARTICLE 16. Waiver.

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.

ARTICLE 17. Severability.

Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

ARTICLE 18. Electronic Signature.

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


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

DATE: November 14, 2023

CLAY COUNTY

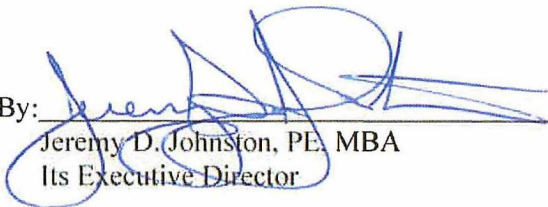
By: Betsy Condon
Betsy Condon
Its Chairman

ATTEST:


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

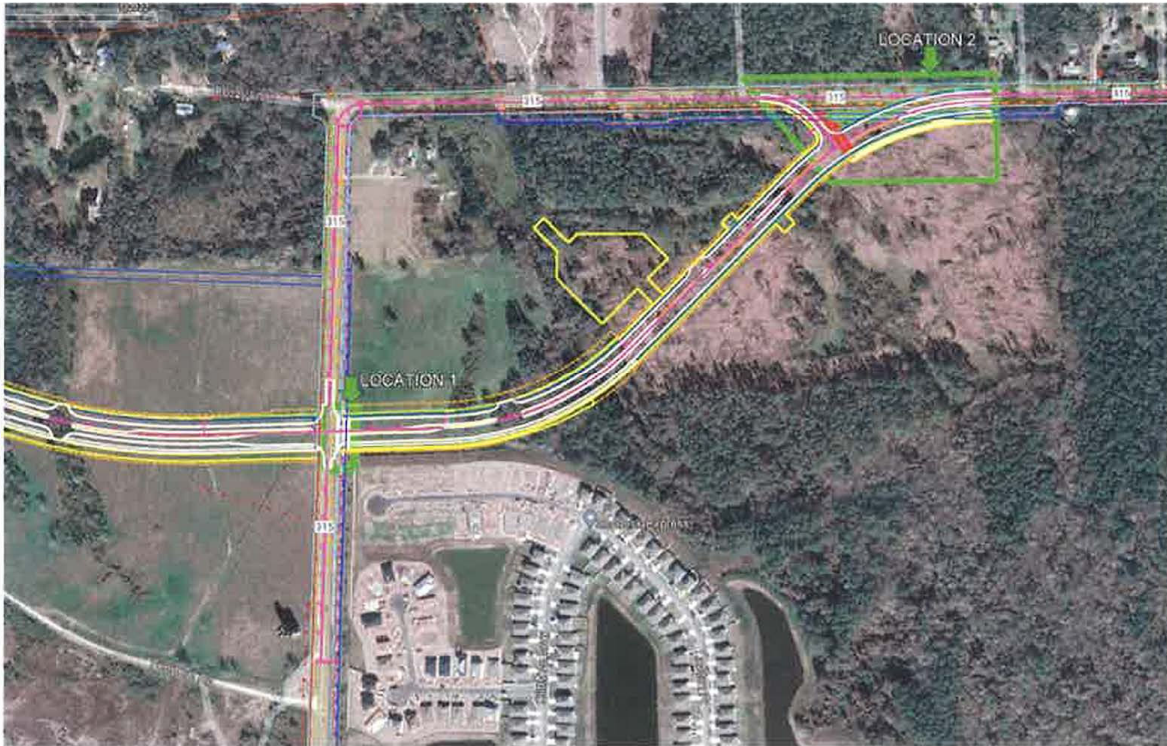
DATE: November 14, 2023

CLAY COUNTY UTILITY AUTHORITY

By: 
Jeremy D. Johnston, PE, MBA
Its Executive Director

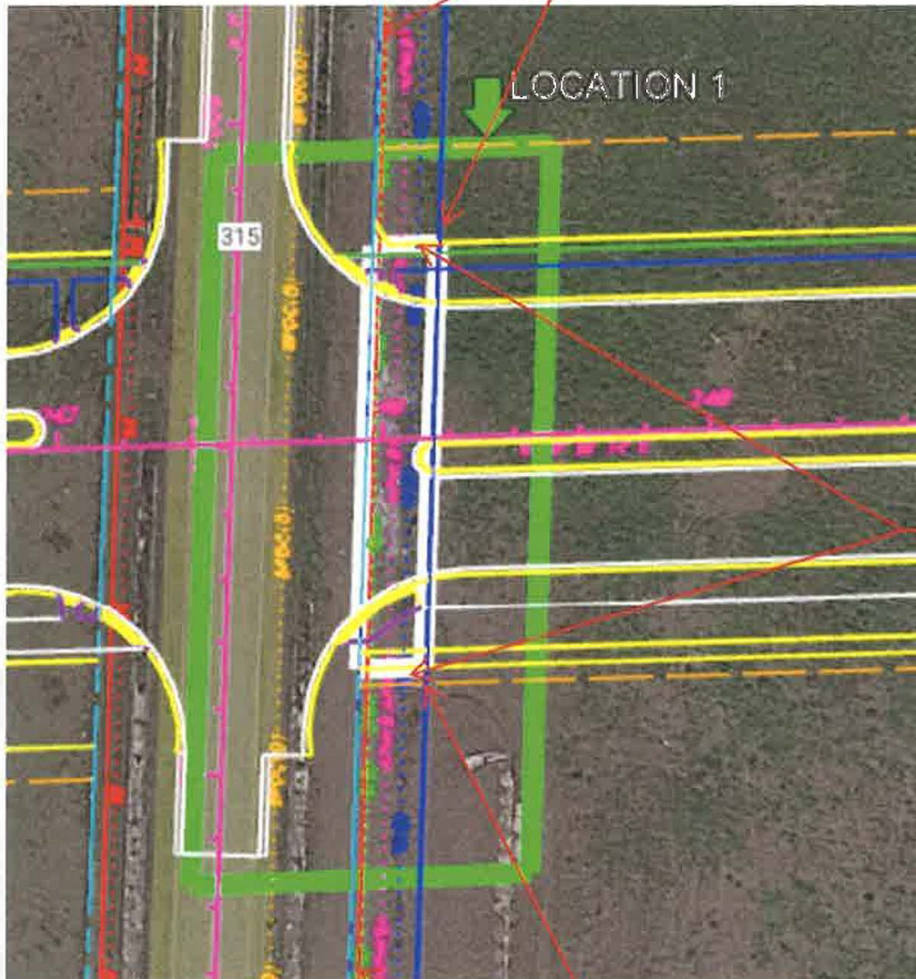
F:\Contract\ccua\County and CCUA Interlocal Agreement CR 315 and Cathedral Oak Parkway Utility Conflicts 10 22 23 docx

SITE LOCATION MAP



LOCATION 1

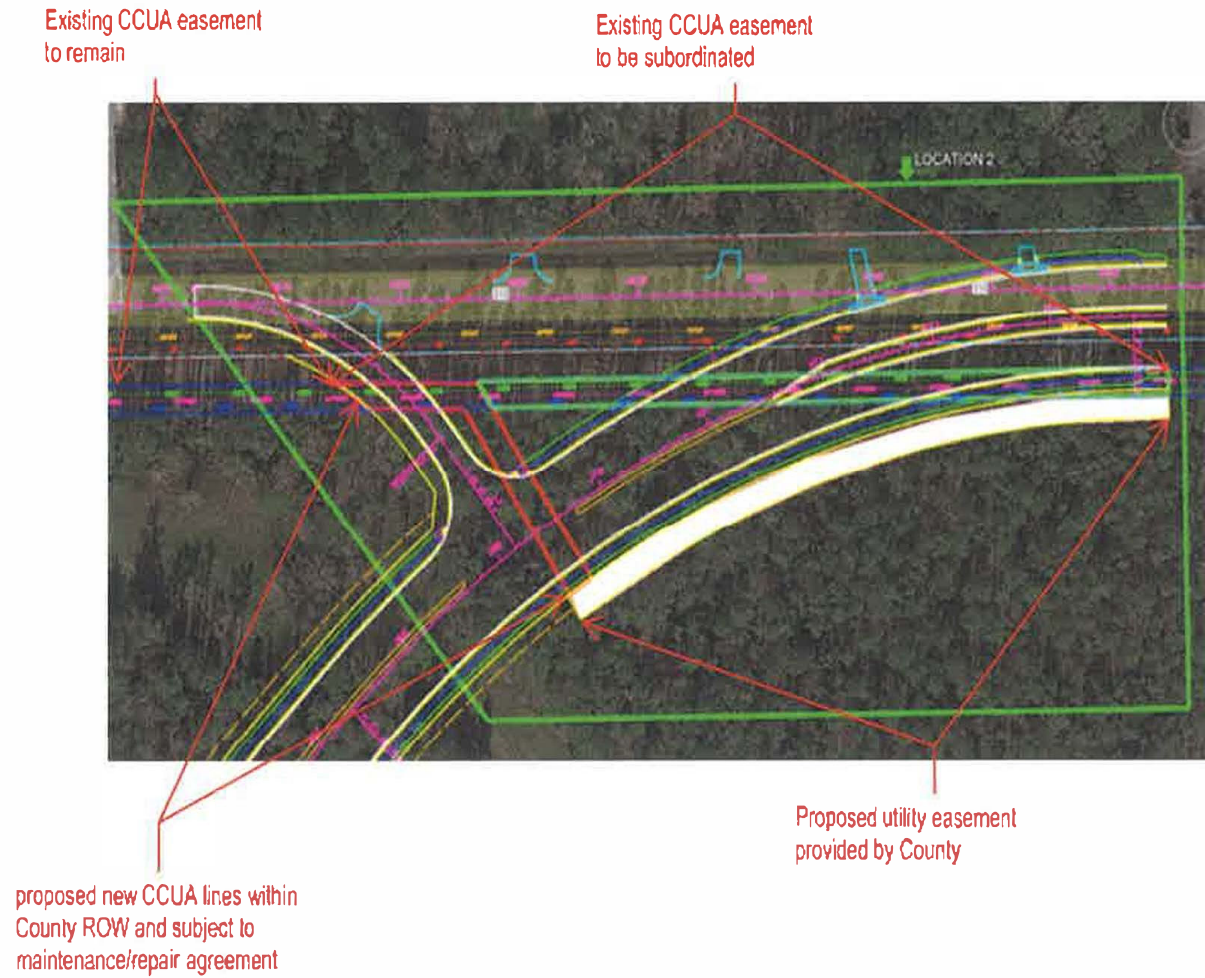
Existing CCUA easement
to remain



existing CCUA lines within
existing easement. County ROW
crosses easement. CCUA being
asked to subordinate easement
and be subject to
maintenance/repair agreement

Existing CCUA easement to remain

LOCATION 2



2023-2024-38 Interlocal Agreement - CCUA - CR315 Cathedral Oaks BCC#16

Final Audit Report

2023-11-20

Created:	2023-11-19
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Accepted
Transaction ID:	CBJCHBCAABAAcZ6PwWZNUJAnfsnD36_aeBjd-Z7G4q-T

"2023-2024-38 Interlocal Agreement - CCUA - CR315 Cathedral Oaks BCC#16" History

-  Document created by Lisa Osha (Lisa.Osha@claycountygov.com)
2023-11-19 - 7:36:00 PM GMT
-  Document emailed to Rick Dingle (dingler@clayclerk.com) for acceptance
2023-11-19 - 7:36:06 PM GMT
-  Email viewed by Rick Dingle (dingler@clayclerk.com)
2023-11-20 - 2:46:17 PM GMT
-  Document accepted by Rick Dingle (dingler@clayclerk.com)
Acceptance Date: 2023-11-20 - 2:46:21 PM GMT - Time Source: server
-  Agreement completed.
2023-11-20 - 2:46:21 PM GMT



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

A) Approval of Agreement with ImageTrend in the amount of \$216,931.20. for a 12-month term with the option to renew for four (4) additional one-year terms unless terminated prior to the anniversary date. The initial term of the agreement includes software, implementation, training, and subscription/support fees. ImageTrend will be utilized for public safety data tracking.

B) Approval of Sole Source Purchase

C) Approval of Advanced Payment for year (1) one subscription and support fees in the amount of \$148,666.20 and all annual subscription/support fees.

Funding Source:

FD1000-CC1169-554200
FD1030-CC1154-554200
FD1000-CC1169-531000
FD1030-CC1154-531000
FD1000-CC1106-554200
FD1000-CC1106-531000

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Public Safety has State and Federal regulations that require the County to generate reports relative to the County's delivery of services to State, Federal, and other partner providers. ImageTrend's Elite Rescue and Billing Bridge software will be used by Fire Rescue, Community Paramedicine, and Ambulance Billing. This system will replace other systems that no longer provide the required reporting and analytics needed for Emergency Services Reporting.

The initial cost breakdown consists of (1) Implementation (\$35,815.00), (2) Site Available to

County (\$128,916.20), (3) Go Live (\$40,550.00), and (4) Training (\$11,600.00), each being billed upon completion.

The Agreement can be renewed for four additional 12-month terms unless terminated prior to the renewal date. First renewal will be in the amount of \$148,666.20. Each renewal period is subject to an annual adjustment not to exceed 7%.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted
(Yes/No/N/A):
Yes

Funding Source:

General Fund - Rescue Services - Software Subscriptions

Fire Control MSTU - Fire Control MSTU - Software Subscriptions

General Fund - Rescue Services - Professional Services

Fire Control MSTU - Fire Control MSTU - Professional Services

General Fund - Management Information Systems Department - Software Subscriptions

General Fund - Management Information Systems Department - Professional Services

Account No.:

FD1000-CC1169-554200

FD1030-CC1154-554200

FD1000-CC1169-531000

FD1030-CC1154-531000

FD1000-CC1106-554200

FD1000-CC1106-531000

Sole Source (Yes/No):

Yes

Advanced Payment

(Yes/No):

Yes

Planning Requirements:

Public Hearing Required (Yes/No):

No

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ ImageTrend - Sole Source	Cover Memo	4/4/2024	ImageTrend_Sole_Sourceada.pdf
▢ Contracts_ImageTrend	Cover Memo	4/4/2024	Clay_County_Department_of_Public_Safety - _Fire_Rescue_(FL) - _Elite_Rescueada1.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	4/2/2024 - 4:04 PM	Item Pushed to Agenda

CLAY COUNTY, FLORIDA

Single/Sole Source Request

Supplier: Image Trend

Goods/Services: Safety Reporting & Documentation System

Estimated annual expenditure for the above goods or service: 216,931.20

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (more than one entry may apply).

1. ☒ SINGLE/SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's written certification as to single/sole source.)
2. ☒ SINGLE/SOLE SOURCE REQUEST IS FOR THE ONLY REGIONAL DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors.)
3. ☐ THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Attach memorandum describing basis for this request.)
4. ☒ THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum describing basis for this request.)
5. ☒ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for this request.)
6. ☐ NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SINGLE/SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that the vendor identified as the supplier of the goods or services described herein be authorized and approved as a single/sole source provider.

D. E. Motis
DEPARTMENT/DIVISION SIGNATURE

Public Safety
DEPT./DIV.

COUNTY MANAGER SIGNATURE

DATE

For any anticipated Single Source or Sole Source purchases in an amount equal to or greater than \$50,000, a Notice of Intent to Single/Sole Source shall be posted on the County's website for at least seven (7) Business Days. If it is determined after reviewing information received from prospective Vendors that the Goods or Services are available only from a Single/Sole Source, a Notice of Intended Decision to Enter a Single/Sole Source Purchase shall be posted and brought before the Finance and Audit Committee for a recommendation to the Board.

(PURCHASING USE ONLY) SINGLE/SOLE SOURCE AUTHORIZATION

NOTICE OF INTENT DATE: _____

BCC APPROVAL DATE: _____



**Public Safety
Fire Rescue**

Address:
2519 State Road 16 West
PO Box 1366
Green Cove Springs, FL
32043

Phone: (904) 284-7703
Fax: (904) 284-7144

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

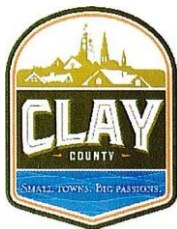
Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke
District 5

www.claycountygov.com



MEMORANDUM

TO: Purchasing Department

FROM: D.E. Motes
Acting Fire Chief/ Assistant County Manager
Debbie Sileo
Office of Management and Budget Director

SUBJECT: Public Safety Reporting, Documentation System (RMS), and EMS Billing.

The Department of Public Safety has a mandated obligation to generate reports relative to its delivery of services to State, Federal and partner providers. Our current solution, which has been in place for over 20 years, no longer meets the complete needs of the Department and further cannot provide the needed reporting/analytics for the Community Paramedicine Division in a seamless solution. The Department strives to ensure we have a seamless solution that limits the programs managed by the MIS Department.

Software solutions utilized by the Fire/Rescue Division are not unlike our other medical equipment whereby all of it is vetted and approved by both the Medical Director and the EMS Committee.

Other software systems available do not meet the requirements of the Fire/Rescue agency that needs to complete "One" report for both Fire and Emergency Medical Services incidents that meets the requirements of both an integrated NFIRS and NEMSIS system. Other software systems available do not integrate the emergency/non-emergency incident and community paramedicine case management documentation systems into one that also meets the NEMSIS/EMSTARS requirements for submitting data to our state licensing agency (DOH).

March 14, 2024

Kenneth Devin
Clay County Department of Public Safety – Fire Rescue
2519 State Road 16 West
Green Cove Springs, FL 32043

Dear Mr. Devin,

Thank you for your recent sole source inquiry with your purchase of ImageTrend Elite™ Rescue, Community Health™, Data Mart™ and ImageTrend Billing Bridge™.

All of ImageTrend's solutions are solely developed, produced, distributed and supported by ImageTrend, LLC. The solutions' underlying trademarks are owned by ImageTrend. As the sole source vendor of this software, we distribute on a use license basis and maintain beneficiary escrow accounts. All data obtained and maintained within the application is proprietary to and owned by the licensed user. ImageTrend does not distribute the source code to any other vendors or resellers and therefore, development, modification and implementation of our solutions can only be performed by ImageTrend, LLC.

ImageTrend's suite of solutions allows for native interoperability of the system's platform and provides seamless integration between ImageTrend modules such as Elite, Community Health, and Billing Bridge.

ImageTrend is the only company to offer a fully integrated EMS/Fire solution compatible with NEMSIS v3/NFIRS that incorporates both mobile-device compatibility from the ground up. The Elite solution is scalable within one system to handle millions of incidents with thousands of users annually. Elite's unique security concept and enterprise design allows for multiple tiered, secure usage and views by individual services, regional groups, and state entities all within one system.

The Elite solution offers drag and drop form template configuration available to manage systemwide, regionally or specific to agency's workflow, in addition, easy to create validation rules to meet state or agency documentation standards. The solution includes a proprietary Report Writer for usage and generation of standard and ad hoc reports by any level of system user within their reporting permission rights.

ImageTrend is the only ePCR and Fire RMS solution that offers Data Mart. Data Mart is a solution that provides clients the ability to extend and expand their system and give them more control over their data. Data Mart makes available a continuously updated instance of the Elite solution reporting database(s) into the client's own managed database environment. Data Mart is ideal for clients who have technical staff and analysts looking to dive deeper into their data by using their own reporting, analysis, and business intelligence tools. Data Mart will also serve as a powerful tool in connecting and combining Elite data with other internal data sources.

With Data Mart, your data is transformed into structures designed, tuned, and documented for optimum reporting and analysis. This approach saves valuable staff time by removing the complexity of writing

20855 Kensington Blvd., Lakeville, MN 55044

Phone: (952) 469-1589 | Toll Free: (888) 469-7789 | Fax: (952) 985-5671

www.ImageTrend.com

reports against raw transactional database structures. Data Mart is analytically structured and well-documented to reduce the learning curve and allow clients the ability to work with their data at the lowest levels. Data Mart can be queried using any industry-standard business intelligence tools such as MSFT SSRS, Power BI, Crystal Reports, SAS, R, SPSS and Tableau, as well as any other tool that can connect to a Microsoft SQL Server Database

Community Health works as a standalone solution or connected with Elite to deliver patient history, timelines and KPI dashboards that allow you to focus on providing patient-centric care. Its flexibility allows for a wide variety of programs such as high utilizers, post-discharge follow-up, substance abuse, veterans, CHF, diabetes and more. No other community paramedicine solution has a connected data flow with Elite.

Billing Bridge is based on interoperability with other ImageTrend systems and substantial efficiencies which maximize the opportunity for revenue reimbursement. Because ImageTrend built both Elite and Billing Bridge, only ImageTrend can provide the amount of automation and efficiencies you need to maximize your billing initiatives.

Billing Bridge offers invoicing, account advisement and reconciliation with advanced reporting capabilities in a single enterprise solution specifically for EMS agencies and fire departments. The open, scalable architecture and modular functionality allows the system to grow as needs, budgets and hardware capabilities allow. Billing Bridge provides efficiency, flexibility, and consistent accuracy throughout the billing lifecycle with a bi-directional data exchange and automated attachment imports through Elite. Billing Bridge is the only billing solution that offers this bi-directional flow of data with an ePCR solution, Elite in this case.

Please feel free to contact us at 1-888-469-7789 if you need any further information.

Sincerely,

Sherri L. Leflay

Sherri L. Leflay
Director of Contracts & Proposals

Master Software and Services Agreement

CONTRACT NUMBER: 00008924.0

BETWEEN

Clay County
477 Houston Street
Green Cove Springs, FL 32043

AND

IMAGETREND®

ImageTrend, LLC
20855 Kensington Blvd.
Lakeville, Minnesota 55044

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, LLC, a Minnesota corporation (hereinafter "ImageTrend"), and Clay County, a political subdivision of the State of Florida (hereinafter "Client"), together "the Parties."

RECITALS

WHEREAS, Client desires to have services performed by ImageTrend; or

WHEREAS, Client desires to purchase Commercial-Off-The-Shelf Software from ImageTrend; or

WHEREAS, Client desires to purchase Custom Software Development from ImageTrend; and

WHEREAS, ImageTrend possesses technical skill, knowledge, and capability in consulting and designing custom and off-the-shelf software solutions and performing technical software services and Client desires such services.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" and **"This Agreement"** means this Master Software and Services Agreement, the Work Orders issued hereunder, all Attachments and Exhibits attached hereto, or any Amendments made in mutually executed hereto.

"Business Day" means a single 8 hour period occurring on a Monday, Tuesday, Wednesday, Thursday or Friday, 9:00am CST to 5:00pm CST, excluding holidays per §14(b) below. Unless specified in a Service Order, ImageTrend personnel will only perform services during Business Days.

"Business Week" means a 5 day period, beginning Monday at 9:00am CST and ending Friday at 5:00pm CST, excluding holidays per below.

"Confidential information" means the proprietary products and trade secrets, including, but not limited to, computer software, code, technical parameters, price lists, methods of pricing, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed. Information shall be considered Confidential Information if it is identified in writing as confidential or proprietary, or if disclosed verbally or visually in discussion, upon written notice specifying and describing the nature of the orally disclosed Confidential Information at that time, or within fifteen (15) days of such disclosure.

"Commercial Off The Shelf" or "COTS" means pre-designed software products which are made available for sale by ImageTrend to many customers. COTS is mutually exclusive to Custom Software or Custom IP. MOTS means Modified Off The Shelf, and is a derivative work of ImageTrend COTS Software.

"Custom IP" or "Custom Software" means software products, or other Intellectual Property, which is designed for a specific purpose, for a specific customer or CLIENT.

“Deliverable” means an intangible or tangible product, material, or service produced as a result of a Work Order, and each Deliverable is specified in the corresponding Work Order from which it is produced.

“Disclosing Party” means the party disclosing Confidential Information to the other party, see also Receiving Party.

“Effective Date” means the date upon which the last party has signed and executed this Agreement.

“Fixed Fee” means a fixed amount of compensation due in return for a fixed Deliverable.

“Governmental Entity” shall have the same meaning as “State and local government entities” as defined in the General Services Administration Acquisition Manual (GSAM) at 538.7001, as updated.

“Intellectual Property” means any intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names (“Trademarks”, which term shall include the items described in clause (viii) below); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations or extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights; inventions, invention disclosures, discoveries and improvements, whether patentable or not; (iii) copyrights and works of authorship; (iv) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding federal, state or foreign statutory or common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person; (v) mask works; (vi) moral rights, author’s rights or rights of publicity; (vii) claims, causes of action and defenses relating to the enforcement of any of the foregoing; (viii) any applications for registration of any of the foregoing, and all renewals or extensions of any of the foregoing, whether now existing or hereafter arising; and (ix) the goodwill associated with each of the foregoing. For the avoidance of doubt, “Intellectual Property Rights” includes any and all of the foregoing related to computer software, data files, Source Code, Object Code, APIs, manuals, documentation, specifications, databases or other materials or information.

“Licensed Information” means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

“Local Travel” means travel to a destination in the Twin Cities Metro area, within 30 miles of Lakeville, MN.

“Materials” and “Expenses” means but is not limited to third party software licenses, physical hardware, test devices, or other items, reasonable travel expenses (including but not limited to food, lodging, and transportation), printing, delivery of materials, or any other cost reasonably incurred arising out of this Agreement.

“Master Services Agreement” means this document excluding Work Orders issued from this document.

“Pre-Existing Materials” means code, documentation, frameworks, development accelerators, tool sets or any other materials owned by ImageTrend and not developed as part of the services performed for

Client. It may include, without limitation, Security Framework, Dashboard, ImageTrend Frameworks, Report Writer and any other tools or Intellectual Property made or used by ImageTrend unrelated to this Agreement.

“On-Site Hour” means time an hour worked by ImageTrend personnel on Client premises, or other premises of Client’s choosing that are not ImageTrend’s corporate offices.

“Statement of Work” means the technical document which outlines a mutually agreed upon specification for particular Custom Development projects and associated costs, payment terms and acceptance procedures. This document requires client acceptance and signature prior to beginning work.

“Support” means technical support for the configuration and functioning of the products, including taking and monitoring defect reports, as defined further below in the Service Level Agreement between ImageTrend and Client.

“Software” means ImageTrend software provided to Client by ImageTrend, specifically software developed and/or written by ImageTrend. Software developed by a third-party which is purchased on behalf of Client is considered Third Party Material.

“Receiving Party” means the party receiving Confidential Information from the Disclosing Party.

“Third Party Material(s)” means software or other materials owned by a party other than Client or ImageTrend.

“Time and Materials Basis” means charges billable to the Client based upon each hour worked, multiplied by the hourly rate for the work, plus the cost of any Materials necessary (including but not limited to, the cost of third party software licenses, travel and accommodation expenses, or otherwise), or Materials beneficial (conditioned upon mutual assent of the parties), billed on a monthly basis in arrears.

“Work Order” means the document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures.

SECTION 2. TERM OF AGREEMENT

The Term of this Agreement shall be 12 months from the Effective Date of this Agreement (“Initial Term”). Upon expiration of a Term, the Term shall automatically renew under the same terms and conditions for additional subsequent 12 month term (“Renewal Term”), unless terminated under the terms of this Agreement or by otherwise giving the other party no less than 30 days of written notice prior to the last day of the then-current Term. Such Renewal Term(s) shall not exceed a period of 5 years following the Initial Term. Following this 5 year period, the Agreement shall not automatically renew but may be renewed only upon subsequent written agreement of the parties.

SECTION 3. WORK ORDERS

CREATION OF WORK ORDERS. The parties may, from time to time, work together to detail the specific engagement scope, pricing, acceptance criteria, and terms of services to be performed and Deliverables to be delivered by ImageTrend. ImageTrend will set forth these details as a Work Order. If the Work Order is for the purchase of COTS Software, the Work Order shall also outline the quantity and SKU of

each product or service as applicable. Should a Work Order contain no term regarding a topic, the terms of this Master Software and Services Agreement shall hold instead.

LIMITATIONS OF WORK ORDERS. Work Orders may include requirements on the Client. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Agreement and of the Work Order where the requirement is presented. Additionally, either party may set forth factual assumptions (“Assumption”) in each Work Order. Notwithstanding anything in this Agreement or the Work Order, a Work Order will be rendered void to the extent that ImageTrend is obligated to perform services which are impossible or impracticable. Further, a Work Order will be rendered voidable to the extent that ImageTrend is obligated to perform services materially different than originally set out in that Work Order due to an inaccurate Assumption. The parties will make commercially reasonable efforts to negotiate an alternative or modified Work Order in light of the inaccurate Assumption.

MODIFICATION OF WORK ORDERS. Any modification to the scope or tasks identified within the Work Order that change the work budget by an estimated 10 hours of work or more shall require a new modified written Work Order or written Change Order. ImageTrend shall not work on the new tasks in the modified Work Order until the Client has provided signed written acceptance of the new Work Order. The parties may waive this requirement on a case-by-case basis in writing. Modifications requiring less than an estimated 10 hours of work may be proposed and accepted verbally, with such modifications requiring less than 10 hours of work billed on a Time and Materials basis.

FEE MODEL. The Work Order will contain fee and payment terms. The following fee models are contemplated:

Model Name	Definition
Fixed Fee	ImageTrend shall perform the work outlined in the Work Order for a fixed flat fee, plus Expenses. The Fixed Fee is exclusive of Expenses unless the Work Order outlines the Expenses. The Fixed Fee model may include milestone payments, with such milestone payments outlined in the Work Order.
Time and Materials	ImageTrend shall perform the work outlined in the Work Order on a Time and Materials basis, at the rate(s) specified in the Work Order.

LEGAL EFFECT. Work Orders issued under this Master Services Agreement are incorporated by reference into this Master Services Agreement which collectively is called “the Agreement.” Work Orders do not override the terms of this Master Services Agreement unless specifically stated that they do so. Work Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Work Order. For Work Orders without their own fee and payment terms, the payment terms in the Price Sheet and Work Order Attachment below control.

CUSTOMIZED SOFTWARE DEVELOPMENT. The parties may mutually agree to a Work Order also known as a Statement of Work for the development of new or custom software, also known as “Modified Off The Shelf” or MOTS. All normal requirements of the Work Order shall apply, but additionally the parties must work together to mutually define a Statement of Work which outlines the tasks, and their timelines, to be undertaken as part of the project. Any Customized Software or MOTS Software developed under this Agreement will be Intellectual Property owned by ImageTrend. Should Client

desire ownership of any Intellectual Property developed by ImageTrend, this must be embodied by a separate, mutually executed contract. For clarity, Client shall not and will not own any ImageTrend Intellectual Property under any circumstance under this Agreement. Client may only receive a license thereto as outlined in each Work Order.

SECTION 4. PERFORMANCE OF SERVICES

COMMENCEMENT. ImageTrend shall begin services described in the Work Order subsequent mutual signed execution the Work Order. No services shall begin before mutual signed and written final acceptance of each Work Order.

USE OF KNOW HOW. ImageTrend shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. Client shall conditionally receive a license to any and all pre-existing ImageTrend Intellectual Property and Know-How used in the creation of Deliverables and delivery of services as outlined below in §6 “Licensing and Intellectual Property” and the Software Licensing Terms Attachment.

MATERIALS. Materials (including, but not limited to, third party software licenses, physical hardware, test devices, or other items and any other Material) that will be used in the development of the Software will be identified by ImageTrend to Client. ImageTrend shall acquire such Materials as the parties mutually agree should be acquired, and it shall be the Client’s responsibility to pay for those materials.

ACCEPTANCE OF SERVICES AND DELIVERABLES. ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party’s satisfaction with the Deliverable. If 1) a Deliverable’s acceptance criteria is based on Client’s satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client’s acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by Client.

SECTION 5. FEES, INVOICING, AND PAYMENT TERMS

PROMPT PAYMENT ACTS. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING PARAGRAPH APPLIES: To the degree any term in this Section 5, or any payment related term in any Work Order,

conflicts with the governing prompt payment act or similar procurement act which unambiguously limits client's ability to agree or comply with any term in this section 5 or in any payment related term in any work order ("The PPA"), the term in the PPA will instead control. For clarity, unless there is an unambiguous conflict between the terms of this Section 5 or in any Work Order, the PPA shall not control and this Agreement shall still control.

FEES. Client shall owe to ImageTrend such fees as set forth in each mutually executed Work Order.

SCHEDULING NON-LOCAL TRAVEL. For air travel Client may, and is strongly advised to, schedule travel no less than 3 weeks in advance of the first on-site date by written request; ImageTrend reserves the right to approve or deny travel requests on a per-request basis. Client may also request travel by writing with 3 weeks or less advance notice; ImageTrend reserves the right to approve or deny such travel requests, and to invoice costs to Client due to scheduling changes ImageTrend must make to accommodate such a request if approved.

CANCELLATION, RESCHEDULE, OR DELAY. Client will provide to ImageTrend (10) ten business days prior written notice of Client's intent to delay, reschedule, or cancel ("Staffing Change") any service in a Work Order which requires an ImageTrend employee to perform work at a specific location or at a specific time (e.g. face-to-face meetings, on-site visits, after hours on-call status). If Client fails to provide such notice, Client shall reimburse ImageTrend for loss caused by the Staffing Change. ImageTrend shall use commercially reasonable efforts to mitigate any losses that would be incurred by a Staffing Change and due to ImageTrend by Client.

INVOICING. Unless otherwise specified in a Work Order, invoices must be paid on Net 45 terms. Any objection to an invoice must be made in writing. Client may request up to an additional 15 days to review Deliverables associated with an invoice, approval to which ImageTrend shall not unreasonably withhold. If Client does not object to an invoice, or request an extension to review Deliverables, within 15 days after receipt of the invoice then the invoice is deemed accepted and any right to object to the invoice is waived. Payment shall be made by check or by ACH transfer to ImageTrend.

REMEDIES FOR NON-PAYMENT. Should Client fail to pay per the terms of this Agreement and this Section 5, ImageTrend may; 1) suspend services under all Work Orders until such payment is made in full, and/or 2) charge a late fee at the lesser of 1.5% or the maximum allowed by law, and/or 3) invoice Client for the costs of collection including reasonable attorney's fees.

TIME AND MATERIALS RATE. Unless otherwise specified in a Work Order, ImageTrend's Time and Materials rate is \$225.00 per hour.

PRICE ESCALATION. ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 7% of the then current price for each anniversary of the Effective Date beginning one year from the last signature. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

SECTION 6. DATA AND INTELLECTUAL PROPERTY

CLIENT DATA. All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified by a Work Order. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

DE-IDENTIFICATION. ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP. All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below in the Software Licensing Terms Attachment, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per in the Software Licensing Terms Attachment below, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

SECTION 7. CONFIDENTIALITY

CONFIDENTIALITY ACKNOWLEDGEMENT. Each party hereby acknowledges and agrees that the other Party's Data, potential clients or customers, client or customer lists, business plans, pricing structures, software and database designs, and any other information a Party has marked as Confidential, constitute Confidential Information. Each party agrees to treat (and take precautions to ensure that its authorized personnel treat) Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. Orally transmitted information shall not be Confidential Information unless specified as such in a writing transmitted from the Disclosing party to the Receiving party within 15 days of the oral transmission, with such writing providing a reasonable description and scope of the Confidential Information transmitted.

CONFIDENTIALITY OBLIGATIONS. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this §7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by a Party by means other than the disclosure of the information by the Disclosing Party; (iii) is duly obtained by a Party directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to the Party, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party.

SURVIVAL. This §7 shall survive the termination of this Agreement or of any license granted under this Agreement.

SECTION 8. WARRANTIES

NO CONFLICTS OF INTEREST. ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

SERVICES. All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will substantially conform to the agreed-upon specifications set forth in the applicable Work Order or as otherwise set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

SECTION 9. LIMITATION OF LIABILITY

EACH PARTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT.

SECTION 10. DISPUTE RESOLUTION

DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING 2 PARAGRAPHS APPLY:

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

ARBITRATION. If Client is NOT a Governmental Entity the following paragraph applies:

Any dispute between ImageTrend and Client under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association in the State of the defending party and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, ImageTrend and Client shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, that third arbitrator shall preside over any dispute. ImageTrend and Client shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The arbitrator shall endeavor to keep costs as low as possible while still allowing for the just and fair disposition of the dispute. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. ImageTrend and Client shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 11. NON-EXCLUSIVITY

This Agreement does not establish any exclusivity of service, contract, customer relationship, or otherwise between the parties.

SECTION 12. AMENDMENTS

This Agreement may only be modified by a mutually executed writing including but not limited to Work Orders, signed by a person having authority to sign.

SECTION 13. TERMINATION

Either Party may terminate this Agreement upon giving the other Party thirty days (30) days' prior written notice to the other Party in addition to any other remedy or right contained in this Agreement. This right of termination is additive to other rights of termination identified above in this Agreement and does not preclude the exercise of those other rights. Following the Initial Term, the Client may terminate any Recurring Fee(s) listed in the Price Sheet and Work Order Attachment by providing ImageTrend with 30 days written notice of which Recurring Fee(s) it wishes to terminate prior to the applicable Renewal Term.

SECTION 14. INDEMNIFICATION

IMAGETREND INDEMNITY. ImageTrend shall defend and indemnify Client from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of ImageTrend. Client shall promptly notify ImageTrend for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, ImageTrend shall have the right and option to undertake and control such defense of such action with counsel of ImageTrend's choice with control to settle any such Claim. ImageTrend shall have no obligation to defend or indemnify Client from Claims arising out of Client's negligent or intentional wrongful acts or omissions. Because ImageTrend must provide its own insurers with notice of a claim within 60 days of actual knowledge of a Claim, Client accordingly must provide ImageTrend written notice no more than 60 days after Client has actual knowledge of a Claim else ImageTrend shall have no obligation to indemnify Client.

CLIENT INDEMNITY. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH DOES NOT APPLY. Client shall defend and indemnify ImageTrend from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of Client. ImageTrend shall promptly notify Client for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, Client shall have the right and option to undertake and control such defense of such action with counsel of Client's choice with control to settle any such Claim. Client shall have no obligation to defend or indemnify ImageTrend from Claims arising out of Client's negligent or intentional wrongful acts or omissions. ImageTrend accordingly must provide

Client written notice no more than 60 days after ImageTrend has actual knowledge of a Claim else Client shall have no obligation to indemnify Client.

SECTION 15. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal Laws.

SECTION 16. GENERAL TERMS

- a. **INSURANCE REQUIREMENTS.** ImageTrend will provide to Client a Certificate of Insurance upon request.
- b. **ELECTRONIC SIGNATURES.** The parties agree to conduct transactions primarily via electronic means. Accordingly, each party accepts electronic signatures and Deliverables as equivalent to physical versions of the same.
- c. **BUSINESS DAYS AND HOLIDAYS.** The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday by either party per each party's written policies. Unless otherwise specified in a Work Order, ImageTrend shall perform services only during business days, from 9:00am CST to 5:00pm CST.
- d. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement. Any terms not present in all counterpart copies are severed and void. Electronic counterparts are equally as valid as original counterparts.
- e. **FORCE MAJEURE.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") This clause shall not apply to costs due to ImageTrend to reimburse cancellation, reschedule, or modification of travel arrangements per §5 above. Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.
- f. **REASONABLE COOPERATION.** Client will reasonably cooperate with ImageTrend to the extent reasonably necessary to enable ImageTrend to perform the Services contemplated in each Work Order. Accordingly, Client will provide access, information or other materials in a fashion timely to the schedule of each Work Order. ImageTrend shall have no liability to Client for delays arising out the actions or non-actions of Client.

- g. **NON ASSIGNABILITY.** A party shall not assign this Agreement or its rights hereunder without the prior written consent of the other party.
- h. **JURISDICTION AND VENUE.** The parties agree that the law governing this Agreement shall be that of the State of Minnesota without regard to its conflict of laws principles. **IF CLIENT IS A GOVERNMENTAL ENTITY** the law governing this Agreement shall be that of the Client's jurisdiction without regard to its conflict of laws principles.
- i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties, with respect to this subject matter, including, but not limited to the services, goods, products, and Software provided by ImageTrend for Client and the compensation provided by Client for said provision of such services therefore, and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the parties.
- j. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- k. **WAIVER.** No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.
- l. **NONAPPROPRIATION. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH APPLIES.** The continuation of this Agreement is contingent upon the appropriation of funds by the legislature or other sources as applicable to fulfill the requirements of the Agreement. If the insufficient monies are appropriated to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the applicable appropriation laws or regulations for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or any Work Order hereto, the Agreement or applicable Work Order(s) shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. ImageTrend shall be entitled to payment for deliverables in progress, to the extent work has been performed pursuant to this Agreement or any Work Order hereto; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.
- m. **ATTORNEYS' FEES.** In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend Client's liability beyond the limits established in Section 768.28, Florida Statutes.
- n. **INDEPENDENT CONTRACTORS.** It is the express intention of Client and ImageTrend that ImageTrend and its employees and agents will perform the services hereunder as independent

contractors to Client. Nothing in this Agreement shall in any way be construed to constitute ImageTrend or its employees or agents as an agent, employee or representative of Client. Without limiting the generality of the foregoing, ImageTrend is not authorized to bind Client to any liability or obligation or to represent ImageTrend has any such authority. Client and ImageTrend agree that neither ImageTrend employees nor its agents will receive Client - sponsored benefits from Client.

- o. **NOTICES.** Any notice required to be given by either party to the other (excluding day-to-day communication in the administration of this Agreement in the ordinary course) shall be deemed given if in writing on the date actually delivered (including electronic methods such as e-mail), or if deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, on the postmarked date and addressed to the notified party at the address set forth below, or to such other address as a party may designate from time to time by means of notice given hereunder to the other party.

If to Client:

Clay County
Attn: Howard Wanamaker
P.O. Box 1366
Green Cove Springs, FL 32043
Copy to: Debbie Sileo and Charles LeRoy

If to ImageTrend:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Boulevard

- p. **SOVEREIGN IMMUNITY.** Any indemnification by the Client under this Agreement 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 Client's sovereign immunity protections.
- q. **PUBLIC RECORDS.** 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. ImageTrend agrees to comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. A request to inspect or copy public records relating to the Agreement must be made directly to the Client.

**IF IMAGETREND 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) 529-3604, publicrecords@claycountygov.com,
POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

- r. **SCRUTINIZED COMPANIES CERTIFICATION.** In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that ImageTrend 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, ImageTrend shall have the option of terminating this Agreement if ImageTrend 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.

 - s. **E-VERIFY REQUIREMENT.** Pursuant to Section 448.095, Florida Statutes, ImageTrend 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 ImageTrend 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 ImageTrend 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, ImageTrend must provide evidence of compliance with this provision.
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IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client	ImageTrend
Signature:	Signature:
Print Name: Jim Renninger	Print Name:
Title: Chairman	Title:
Date:	Date:

ATTEST:

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

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

“ImageTrend Elite Data Marts” means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

“ImageTrend Elite Reporting Tools” means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

“Incident(s)” means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

“Licensed Information” means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as “ImageTrend University.”

“The Software” means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

	and/or Licensed Information or copies thereof except as provided in this Agreement.
ImageTrend Hosted License ("License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.
Client Hosted License ("On Premise License")	<p>ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.</p> <p>Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client's hosted environment's cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend's duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend's responsibility to maintain or resolve problems with Client's hosted environment. ImageTrend's sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend's out-of-scope rate.</p>

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a

copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers ("Public Agency")	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Stacy Martin or their successor, conducts their job duties most frequently.

State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client's legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:

23,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount	
-Elite™ Rescue Setup & Implementation	ELT.003.002.003	\$13,315.00	1	\$13,315.00	
Onsite Training Session - 8 Hours	ELT.006.003.004	\$1,800.00	4	\$8,950.00	
Community Health™ Add-on Setup	ELT.003.002.011	\$2,500.00	1	\$2,500.00	

Total Elite One-Time Fees: \$24,765.00

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount	
Webinar Training 2hr Session	BBR.006.003.008	\$450.00	6	\$2,700.00	
Account Advisement Services Level 1	BBR.006.003.009	\$20,800.00	1	\$20,800.00	For Year 1 Only
ImageTrend Billing Bridge™ Setup	BBR.003.001.001	\$20,000.00	1	\$20,000.00	

Total Billing Bridge One-Time Fees: \$43,500.00

Elite Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount	
Elite™ Rescue - SaaS *Includes Elite™ Field	ELT.001.002.015	\$45,268.00	1	\$45,268.00	
Continuum® for Rescue	CTM.001.002.065	\$24,000.00	1	\$24,000.00	
Pulsara Integration	ELT.002.007.095	\$5,000.00	1	\$5,000.00	
Community Health™ Add-on	ELT.001.002.003	\$8,000.00	1	\$8,000.00	
FTP Auto Export	ELT.002.009.002	\$5,000.00	1	\$5,000.00	
Performance Insights	CTM.001.002.021	\$10,400.00	1	\$10,400.00	
Data Mart™ Subscription	ELT.001.002.064	\$11,250.00	1	\$11,250.00	
Other CAD Vendor	ELT.002.007.019	\$0.00	1	\$0.00	
CAD Distribution	ELT.002.007.001	\$5,000.00	1	\$5,000.00	

Total Elite Recurring Fees: \$113,918.00

Billing Bridge Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount	
IP Address Restriction	BBR.001.002.008	\$3,000.00	1	\$3,000.00	
ImageTrend Billing Bridge™ - SaaS	BBR.001.002.001	\$26,998.20	1	\$26,998.20	
Availity Clearinghouse - Integration	BBR.002.003.005	\$3,750.00	1	\$3,750.00	ImageTrend includes the cost of Availity's Clearinghouse service within the cost of the Availity Clearinghouse Integration. Any and all support regarding the clearinghouse after initial enrollment will be the responsibility of the client.
MyEMSCare	BBR.002.003.004	\$1,000.00	1	\$1,000.00	

Total Billing Bridge Recurring Fees: \$34,748.20

TOTAL YEAR 1: \$216,931.20

Send Invoices for all Services To:

Clay County Comptroller's office
invoices@clayclerk.com
Clay County BOCC
PO Box 988
Green Cove Springs, FL 32043
ATTN: Accounts Payable

Send Copy of Invoices for Elite Rescue Services To:

Whitney Davis
Whitney.Davis@claycountygov.com
2519 State Road 16 West
Green Cove Springs, FL 32043

Send Copy of Invoices for Billing Bridge Services To:

Lisa Streeper
Lisa.Streeper@claycountygov.com
477 Houston Street
Green Cove Springs, FL 32043

Payment Terms:

1. "One Time Fees" are due once, as specified by the Milestone terms below.
2. "Recurring Fees" are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon completion as specified by the Milestone terms below.

The Recurring Fees will escalate in price annually by 7% beginning on 04/10/2025 and each year thereafter.

3. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
4. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.
5. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
6. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement

Optional Items

Items in the table below are not goods or services currently contracted or provided by this Agreement, rather, they are included to allow Client to add those goods or services by first providing written notice to ImageTrend, subsequently ImageTrend will provide Client with a Work Order for the Optional item, and upon Client's signature of that Work Order, ImageTrend will begin the work.

Product	SKU	Unit Price	Description
Clearinghouse Vendor: OTHER	BBR.002.003.006.21	\$0.00	
Collection Gateway	BBR.002.003.003	\$5,000.00	ImageTrend's Collection Gateway is a bi-directional data exchange between ImageTrend's Billing Bridge and the client's preferred collection vendor. ImageTrend will utilize our proprietary data exchange methodology to send and receive account level data and display collection events within the invoice view of ImageTrend's Billing Bridge.
Collection Gateway Setup	BBR.003.001.005	\$2,500.00	
Agency Preferred Clearinghouse Vendor - Integration	BBR.002.003.006	\$3,000.00	This Integration Includes for single agency: Electronic Claims (837) to be exported and Electronic remittance advice (835) to be imported directly with your clearinghouse vendor of choice. Not all clearinghouse vendors provide a bi-direction data exchange and results may vary. All costs associated with

clients preferred Clearinghouse vendor
would be the responsibility of the client.

MILESTONE 1

Project Kick Off. ImageTrend will designate an implementation coordinator. The implementation coordinator will schedule a “Kick Off Call” with Client where the implementation coordinator outlines the implementation process, gives an overview of the Client’s order, and starts discovery of how the Client’s processes work. This Project Kick Off Milestone is complete when: 1) Client has been assigned an implementation coordinator; and 2) the Kick Off Call has occurred.

Description	Unit Price	Quantity	Extended Amount
Elite™ Rescue Setup & Implementation	\$13,315.00	1	\$13,315.00
ImageTrend Billing Bridge™ Setup	\$20,000.00	1	\$20,000.00
Community Health™ Add-on Setup	\$2,500.00	1	\$2,500.00
Milestone 1 Total			\$35,815.00

MILESTONE 2

Site Available. ImageTrend software is available via the Web. This Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, 3) Client is able to log into the ImageTrend software at that URL, and 4) all tasks described in Milestone 1 above have been completed.

Description	Unit Price	Quantity	Extended Amount
Elite™ Rescue - SaaS *Includes Elite™ Field	\$45,268.00	1	\$45,268.00
IP Address Restriction	\$3,000.00	1	\$3,000.00
Continuum® for Rescue	\$24,000.00	1	\$24,000.00
Community Health™ Add-on	\$8,000.00	1	\$8,000.00
ImageTrend Billing Bridge™ - SaaS	\$26,998.20	1	\$26,998.20
Performance Insights	\$10,400.00	1	\$10,400.00
Data Mart™ Subscription	\$11,250.00	1	\$11,250.00
Milestone 2 Total			\$128,916.20

MILESTONE 3

Go Live. The parties understand that while the system can be infinitely configured and refined, that the software system must reach a level of readiness and it must “go-live” for usage by the end-users in its intended use cases. Client may desire staged roll out of different features or products for large implementations, or Client may desire to have all functions go live all at once. In the interest of defining a fair and objective measurement point, this Go Live Milestone will be complete when the Client’s Software system processes, receives, transmits, generates, or otherwise interacts with the first non-test data record, excluding non-test data which is migrated on a one-time basis from another system.

Description	Unit Price	Quantity	Extended Amount
Pulsara Integration	\$5,000.00	1	\$5,000.00
FTP Auto Export	\$5,000.00	1	\$5,000.00
Availity Clearinghouse - Integration	\$3,750.00	1	\$3,750.00
Other CAD Vendor	\$0.00	1	\$0.00
MyEMSCare	\$1,000.00	1	\$1,000.00
CAD Distribution	\$5,000.00	1	\$5,000.00
Account Advisement Services Level 1	\$20,800.00	1	\$20,800.00
Milestone 3 Total			\$40,550.00

MILESTONE 4

Training. This Training Milestone will be complete, and invoiceable upon scheduling of all training sessions which can take place at any point in the implementation process or post Go Live within two years of contract signature.

Description	Unit Price	Quantity	Extended Amount
Webinar Training 2hr Session	\$450.00	6	\$2,700.00
Onsite Training Session - 8 Hours	\$1,800.00	4	\$8,950.00
Milestone 4 Total			\$11,650.00

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	<ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis. 	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> - User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution 	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
 95.0% - 98.99% = 10% of monthly hosting fee credited
 90.0% - 94.99% = 15% of monthly hosting fee credited
 89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement (“Agreement”) dated 04/10/2024 (the “Effective Date”), is entered into by and between **Clay County, a political subdivision of the State of Florida** located at 47 Houston Street, Green Cove Springs, FL 32043 (the “Covered Entity”) and ImageTrend, LLC, a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity (also referred to as “Client”) and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable

state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.

3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, “Recipients”), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to,

and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees

to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to** ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

- A. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be

considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- B. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- C. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages,

costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- A. **If Client is a Governmental Entity the following clause does not apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- B. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- B. Covered Entity shall have the right to terminate this Agreement for any reason upon

thirty (30) days written notice to Business Associate.

- C. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - A. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - B. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
 - D. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
 - E. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - F. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. Miscellaneous.

- A. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

ATTN: County Manager
477 Houston Street
Green Cove Springs, FL 32043
Copy to: Debbie Sileo and Charles LeRoy

If to Business Associate:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation,

court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.
20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client	ImageTrend
Signature:	Signature:
Print Name: Jim Renninger	Print Name:
Title: Chairman	Title:
Date:	Date:

ATTEST:

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

DATA EXCHANGE AUTHORIZATION

Between ImageTrend, LLC (“ImageTrend”), a Minnesota Corporation located at 20855 Kensington Blvd., Lakeville, MN 55044 and Clay County, a political subdivision of the State of Florida (“the Data Controller” and “Client”) residing at 477 Houston Street, Green Cove Springs, FL 32043 for transmitting ePHI data as identified below.

Whereas; ImageTrend is a provider of data management services and a current Business Associate to the Data Controller; and

Whereas; the Data Controller wishes ImageTrend to exchange certain ePHI data from and to the Data Controller’s System, in ImageTrend’s capacity as a Business Associate.

Data Exchange Purpose The purpose of this Data Exchange Authorization is to exchange Data Controller’s data in accordance with the table below that lists the data exchange work items to be fulfilled by ImageTrend (“the Identified Data Exchanges”). It is Data Controllers sole obligation to ensure the “Destination” column is accurate. ImageTrend will fulfill and exchange data with the listed Destination party, and will not deviate from the identified destination unless ImageTrend is directed otherwise in writing by Data Controller. Notwithstanding any term to the contrary, ImageTrend shall not be liable in any manner for sending or receiving data as outlined below; Data Controller assumes all risk for the data source(s) and destination(s) identified below.

Description	Quote Description	Data Source	Data Destination
FTP Auto Export	A NEMSIS 3.3.4 or 3.4.0 file can be automatically exported to an SFTP location (agency’s or biller’s) based on specific criteria being met (i.e. incident status is ‘Ready for Billing’, incident is locked, etc.). The export process is triggered every 10 minutes. The ePCR PDF can also be exported and will use the same file name as the NEMSIS file.	ImageTrend at Lakeville, MN55044	Microsoft SQL Management Studio
Availity Clearinghouse - Integration	The Availity Clearinghouse Integration for a single agency Includes: Electronic Claims (837), Electronic remittance advice (835), Electronic paperwork claim attachments (PWK), Eligibility verification, Daily automated claim status inquiry, and Real-time claim editing validation. The initial clearinghouse enrollment process will be assisted by ImageTrend to ensure a smooth transition. ImageTrend includes the cost of Availity’s Clearinghouse service within the cost of the Availity Clearinghouse Integration. Any and all support regarding the clearinghouse after initial enrollment will be the responsibility of the client.	ImageTrend at Lakeville, MN55044	Availity
MyEMSCare	MyEMSCare is an online patient payment portal, which allows a patient to access and make a one-time payment to their invoice online 24 hours a day 7 days a week. Also included in MyEMSCare is the ability for your patients to take an online survey, either before or after their invoice is paid. Authorize.net payment processor is required; all credit card and merchant fees are the responsibility of the City. If the	ImageTrend at Lakeville, MN55044	MyEMSCare

	agency does not already have a merchant account with Authorize.net, navigate to this website for additional details; https://account.authorize.net/signUpNow?resellerID=105200		
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Authorization. Data Controller hereby authorizes ImageTrend to transmit, import, and/or disclose in accordance with the Identified Data Exchanges, and to transmit, import and/or disclose other data reasonably necessary to achieve the purpose of each work line item outlined in the table above. This Agreement modifies any prior agreements of the parties only to the extent necessary to effect this agreement, and does not otherwise change the terms of any prior agreements between the parties.

Right to Revoke or Terminate. Data Controller may terminate or revoke the right to transmit or disclose data granted to ImageTrend by this Agreement at any time by providing reasonable written notice to ImageTrend and providing a commercially reasonable period of time in which to effect the termination.

The Parties hereby agree to this Data Exchange Authorization:

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client <hr/> Signature: <hr/> Print Name: Jim Renninger <hr/> Title: Chairman <hr/> Date: <hr/>	ImageTrend <hr/> Signature: <hr/> Print Name: <hr/> Title: <hr/> Date: <hr/>
---	--

ATTEST:

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

AUTO EXPORT GLOSSARY

“Agency Name” Name of agency as it appears in the ImageTrend site. This information is required.

“Agency Annual # of Incidents” This information needs to be captured for contractual reasons.

“Agency ID” Agency ID as it appears in the ImageTrend site.

“URL Agency is posting to” The ImageTrend URL for where this agency exists. This information is required.

“FTP URL” SFTP destination of where the incident data is to be exported. This information is required.

“FTP Username” Username for the SFTP account that ImageTrend is to use in order to export the incident data. This information is required.

“FTP Password” Password for the SFTP account that ImageTrend is to use in order to export the incident data. This information is required.

“FTP Directory” Directory information of the SFTP location that ImageTrend is to export the incident data. This is not required if we can export to the root location of the SFTP URL.

“File Format” (ex. NEMSIS 3.3.4) Format of the NEMSIS file that is to be exported. Examples: NEMSIS 3.3.4 or NEMSIS 3.4.0. This information is required.

“Preferred filename Format” Format of the file name for the incident files to be exported. If not specified, we will use the format of [IncidentID]-[IncidentNumber].xml. This is used for the NEMSIS XML, ePCR PDF, and additional attachments.

“Starting Incident Date” Incidents should be exported that meet the criteria specified that occurred after what date?

“Run Status” The status that the incident should be in order to trigger the export to the SFTP location.

“Locked” Should the incident be locked in order to be triggered to export or should the incident locked state not be included in the criteria. This could be a yes or blank response.

“Exported Status” Should the incident status be updated after it has been exported? If so, please provide the status to update the incident to.

“Include PDF” This would be a yes or no response on if the ePCR PDF is to be exported as well as the NEMSIS XML file.

“PDF Template” This would be the name of the ePCR PDF as listed in Elite under Print Report Manager. If the ePCR PDF is to be included and a template is not defined, the PDF that is set up as the default PDF on the Elite site will be exported.

“Include Additional Attachments” The NEMSIS Version 3 file comes with attachments embedded in the XML. This item is to specify if attachments tied to an incident should be exported as individual files in addition to the NEMSIS XML. This would be a yes or no response.

DATA MART – CONTINUOUS FREQUENCY TERMS OF USE

1. **GRANT OF LICENSE TO ELITE DATA MART(S)** CLIENT is hereby granted a non-exclusive, non-sublicensable, non-transferrable (except as outlined below) use license for the ImageTrend Elite Data Mart(s) listed in Price Sheet and Work Order Attachment. CLIENT is further granted a limited right to use, reproduce, and distribute the ImageTrend Data Dictionary(s) solely to and for authorized employees and contractors to enable them to carry out their duties for CLIENT, and for no other purpose.
2. **CONFIDENTIALITY OF IMAGETREND ELITE DATA MART(S) DATABASE(S) AND OTHER DATABASES** The schema, data structure, and overall design of the ImageTrend Elite Data Mart(s) Database and other included databases, are hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and trade secrets of ImageTrend. While CLIENT owns all its own data, CLIENT shall not share with, describe to, detail to, or otherwise allow or aid a third party to reverse engineer the schema, data structure and overall design of the ImageTrend Elite Data Mart(s) or any other ImageTrend Software or ImageTrend database with third parties. CLIENT agrees to take reasonable measures to maintain the secrecy of the schema, data structure, and overall design of the ImageTrend Elite Data Mart(s), or to protect the schema, data structure and overall design of the ImageTrend Elite Data Mart(s) in the same manner that CLIENT protects its' own trade secrets, whichever is greater.
3. **CONFIDENTIALITY OF ELITE DATA DICTIONARY(S)** The included ImageTrend Elite Data Dictionary which describes the ImageTrend Elite Data Mart(s) is hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and trade secrets of IMAGETREND. CLIENT shall not reproduce for, distribute to, grant access to, publicly display to, nor allow the data dictionary to be used by: third parties, and/or any employee or contractor who does not require the Elite Data Dictionary(s) to carry out their duties to CLIENT. Upon expiry of the Elite Data Dictionary(s) license(s), CLIENT shall destroy or return all copies of the Elite Data Dictionary(s) in CLIENT's control.
4. **DELIVERY OF IMAGETREND ELITE DATA MART DATA** CLIENT has chosen to receive regular deliveries of Data Mart(s) data continuously via Microsoft SSIS or as otherwise negotiated between the parties. CLIENT should be advised that this section does not include the provisioning of a database instance or virtual private connection to directly run database queries against the ImageTrend Elite Data Mart(s), rather, this section grants a license to use the Elite Data Mart as well as contracts with IMAGETREND to provide regular delivery of that Data to CLIENT as a service. CLIENT must host and provision it's own Microsoft SQL Server instance or other tool to manipulate the .BAK file.
5. **SUPPORT FOR IMAGETREND ELITE DATA MART(S)** CLIENT shall receive support for the ImageTrend Elite Data Mart(s) under this Agreement's Service Level Agreement. Further, CLIENT shall receive periodic updates to the ImageTrend Elite Data Mart(s) and Data Dictionary(s) along with other regular Software updates. This section is not binding or valid if the CLIENT has not contracted with IMAGETREND for Support services; Support services must be a line item in Price Sheet and Work Order Attachment or in other binding contracts between the parties as a condition precedent to receive Support for the Elite Data Mart(s).

MANDATORY TERMS OF USE FOR CLEARINGHOUSE PROVIDER

Client shall adhere to the rules, regulations and policies of Payers and governmental agencies having jurisdiction including the department of Health and Human Services (“HHS”). Client shall provide or obtain any documents or supplementary agreements requested by Clearinghouse necessary to comply with said rules, regulations, and policies. Client shall be bound, to the same extent as Clearinghouse, by all applicable Payer-imposed contractual obligations or policies required for access to such Payer, and this Agreement shall be subject to any such obligation or policy. Client acknowledges that from time to time, Client may be required to give its written acknowledgement of certain obligations. With respect to Medicaid eligibility transactions, Clearinghouse and ImageTrend are required to pass on and/or obtain the following covenants from Client: (a) access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility where the recipient has requested Medicaid payment for medical services; (b) verification of eligibility under the system is not a guarantee of payment and the records as to the recipient’s eligibility status shall be final authority; (c) to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, which provisions are not expanded, altered or waived beyond the statutory limits contained therein, Client indemnifies and holds harmless each State, its agents and employees, from any and all claims by such Client or any recipient who is aggrieved by the actions of Client; and (d) Client agrees to abide by the Federal and State regulations regarding confidentiality of information. Nothing herein is intended to serve as a waiver of Client’s sovereign immunity nor does it extend Client’s liability beyond the limits established in Section 768.28, Florida Statutes. Clearinghouse EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Clearinghouse does not guarantee the payment or the timing of payment of any claims submitted through the Clearinghouse Services. Payment remains the responsibility of the particular Payer of health care services and/or supplier to which the CLIENT is submitting. IN NO EVENT SHALL Clearinghouse BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES EVEN IF Clearinghouse HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Clearinghouse’S AGGREGATE LIABILITY TO CLIENT UNDER THIS AGREEMENT AND WITH RESPECT TO Clearinghouse Services, chc PRODUCTS AND chc MATERIALS FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE LESSER OF (A) THE PRICE PAID BY VENDOR TO Clearinghouse FOR THE PARTICULAR Clearinghouse Services, Clearinghouse PRODUCTS AND/OR Clearinghouse MATERIALS DURING THE ONE (1) YEAR PRECEDING VENDOR’S CLAIM; OR (B) \$10,000. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. In the event information to be transmitted through the Clearinghouse Services is not transmitted by Clearinghouse or is not accurately transmitted as a result of Clearinghouse’s failure to perform the Clearinghouse Services in accordance with the terms of this Agreement and such failure results in damage to Client, then Clearinghouse’s sole obligation and liability to Client for such event (subject to reasonable mitigation by Client) shall be limited to furnishing credits on subsequent invoices from Clearinghouse to ImageTrend and Client in an aggregate amount equal to the actual damages incurred for reconstructing or retransmitting the data, including reasonable out-of-pocket expenses which Client can demonstrate it has sustained and which are directly attributable to such failure. Any claim against Clearinghouse by Client must be asserted in writing within sixty (60) days after Clearinghouse should have transmitted information received from a Client or the transmission of inaccurate information on which the claim is based, whichever is applicable. Client hereby agrees to promptly supply to Clearinghouse and ImageTrend documentation reasonably requested by Clearinghouse or ImageTrend to support any

claim of Vendor. THE FOREGOING STATES THE ENTIRE LIABILITY OF Clearinghouse WITH RESPECT TO CLAIMS THAT INFORMATION WAS NOT TRANSMITTED OR WAS TRANSMITTED INACCURATELY BY Clearinghouse AND SUCH LIABILITY IS FURTHER LIMITED BY THE LIMITATIONS OF LIABILITY APPEARING IN THE PARAGRAPH ABOVE.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	4/1/2024 - 4:20 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County
Commissioners

DATE: 4/1/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Challenger MSTU	Cover Memo	4/5/2024	Challenger_Center_Development_MSTU.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/2/2024 - 4:04 PM	Item Pushed to Agenda



Clay County Board of County Commissioners

P.O. Box 1366, Green Cove Springs, FL 32043

www.claycountygov.com



April 9, 2024

MEMORANDUM

To: Board of County Commissioners

From: Staff

Re: Clay County Challenger Center Development MSTU

The Clay County Challenger Center Development MSTU was established by Ordinance No. 2015-29 in 2015, with the objective of funding a particular MSTU Road Project through an interfund loan not to exceed \$1,000,000 and subsequent repayment via ad valorem taxes levied within the MSTU. Initial and subsequent expenditures for the Challenger Roadway MSTU were accounted for across fiscal years, with significant contributions from various sources including CCUA, Niagara, a state grant, and the County CIP.

A detailed review of the expenditures for the MSTU has revealed that the total spent by the County on the Challenger Roadway MSTU was \$ 1,160,241.46 and that not all of the County expenses were correctly accounted for and applied to the MSTU loan balance. Despite diligent efforts to manage and report on these financial activities, it was erroneously communicated that the County's cost was \$223,846.79 and that the loan balance as of December 31, 2023 of \$230,231.90 was paid in full in January 2024. Instead of the loan being settled, an outstanding balance of \$962,323.46 in principle and \$4,576.97 in interest needs to be addressed.

To address this oversight and ensure the accurate management of the MSTU's financial obligations, we request the Board's approval to adjust the reported loan balance to reflect the true amount owed, including principal and accrued interest. Additionally, we request direction to proceed with an amendment to Ordinance No. 2015-29 to provide for repayment of the entire loan to include the cost that exceeded the original \$1M authorized amount.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County Commissioners

DATE: 4/18/2024

FROM: Reginald Kantor, Budget
Manager

SUBJECT: Approval of Resolution amending the Non-Capital Improvement Element (Non-CIE) portion of the Clay County Capital Improvement Plan. Various Funding Sources

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

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-E).

<u>Is Funding Required (Yes/No):</u>	<u>If Yes, Was the item budgeted</u>
Yes	<u>(Yes\No\N/A):</u>
	No

Funding Source(s): Various

<u>Sole Source (Yes\No):</u>	<u>Advanced Payment</u>
No	<u>(Yes\No):</u>
	No

ATTACHMENTS:

Description	Type	Upload Date	File Name
Capital Plan Amendment Resolution (2024-04-09) 2024 CIP for	Budget Amendment	4/5/2024	Capital_Plan_Amendment_Resolution_2024-04-09.ADA.pdf

- ▢ 4-9-24 Starting from BCC approval 4-9-24.ADA Backup Material 4/5/2024 2024_CIP_for_4-9-24_Starting_from_BCC_approval_4-9-24.ADA.pdf
- ▢ Budget-Amendment-00001226 (4-9-24) Budget Amendment 4/5/2024 Budget-Amendment-00001226-FY23-24-4-9-24.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	4/1/2024 - 4:20 PM	Item Pushed to Agenda

RESOLUTION 2023/2024-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE CLAY COUNTY CAPITAL IMPROVEMENT PLAN NON-CAPITAL IMPROVEMENT ELEMENT IMPROVEMENTS IN SECTIONS II OF TABLES 2 AND THE REVENUE SOURCES RELATING THERETO IN TABLES 1; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County's Capital Improvement Plan contains both CIE improvements and Non-CIE improvements, as well as revenue sources for each; and

WHEREAS, the County's Capital Improvement Plan (Plan) is composed of five categories, with the five Plan Categories attached hereto and incorporated herein as Exhibits A-E; and

WHEREAS, within each Plan Category Table 1 specifies revenue sources for both CIE improvements and Non-CIE improvements; and

WHEREAS, within each Plan Category Table 2 contains CIE improvements in Section I and Non-CIE improvements in Section II thereof; and

WHEREAS, Section 129.06(2) of the Florida Statutes stipulates that the Board may at any time within a fiscal year amend a budget for the year as provided therein; and

WHEREAS, amendments to the Non-CIE improvements in the Capital Improvement Plan, specifically in Section II of Table 2 and related changes to the revenue sources in Table 1 of each Plan Category may be made by resolution of the Board to provide for appropriation and expenditure as set forth therein.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1.

Section II of Table 2 within each of the Capital Improvement Plan Categories, Exhibits A-E hereto, is amended as set forth therein in order to make necessary changes as directed by the Board.

Section 2.

Table 1 within each of the Capital Improvement Plan Categories, Exhibits A-E hereto, is amended as set forth therein in order to make it consistent with Section II of Table 2 of each Plan Category.

Section 3.

With respect to the amendments referenced in Section 1 and Section 2 above, the legal effect of this Resolution is that upon its effective date:

- (A) Funds for capital projects identified in the Exhibits shall only be expended consistent therewith; and
- (B) To the extent that corrections, updates, and modifications concerning costs, revenue sources, and acceptance of facilities pursuant to dedications which are inconsistent with the Exhibits, or a change in the date of construction of the capital projects identified in the Exhibits are proposed, such may only be implemented by amendment hereto; and
- (C) Nothing in this Resolution shall have any effect on the improvements listed in Section I of Table 2 within any of Exhibits A-E. This Resolution shall be construed only to amend Section II of Table 2 within Exhibits A-E and the related revenue sources in Table 1 thereto.

Section 4.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED, by the Board of County Commissioners, Clay County, Florida, this 9th day of April, 2024.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Jim Renninger, Chairman

ATTEST:

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

Project Name	Workday Account #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project
						1	2	3	4	5	6	7	8	9	10				
Bonded Transportation Program																			
Proj #1 CR218 - Pinetree Ln. to Cosmo Ave. 4Ln.	PRJ100147	BOND,IF-M	1,430,616	2,047,155	1,270,516	8,695,869	8,950,946	0	0	0	0	0	0	0	0	17,646,815	17,646,815	0	22,395,102
Proj #1 CR218 - Pinetree Ln. to Cosmo Ave. 4Ln. (W Fair Share)	PRJ100147A	IF-M		0	0	244,089	0	0	0	0	0	0	0	0	0	244,089	244,089	0	244,089
Proj #1 CR218 - Pinetree Ln. to Cosmo Ave. 4Ln. (CCUA)	PRJ100147B	BOND,IF-M		0	0	424,395	649,802	0	0	0	0	0	0	0	0	1,074,197	1,074,197	0	1,074,197
Proj #2 CR209 - Peters Creek south to US17 4Ln.	PRJ100196	BOND,IF-M	450,616	1,134,062	2,333,595	12,801,964	8,646,538	4,883,242	0	0	0	0	0	0	0	26,331,744	26,331,744	0	30,250,017
Proj #2 CR209 - Peters Creek south to US17 4Ln. (FDOT)	PRJ100196B	BOND		0	0	1,740,169	0	0	0	0	0	0	0	0	0	1,740,169	1,740,169	0	1,740,169
Proj #3A CR209 - Peters Creek to Sandridge	PRJ100199	IP,BOND,IF-M,ARP	605,667	1,865,579	2,461,744	18,000,406	5,251,839	0	0	0	0	0	0	0	0	23,252,245	23,252,245	0	28,185,235
Proj #3B CR209 - Sandridge Intersection	PRJ100199B	BOND,IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Proj #3B CR209 - Sandridge Intersection	PRJ100199C	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Proj #4 CR739B - Henley to west of CR209	PRJ100200	BOND,IF-M	680,181	1,801,469	9,289,890	14,464,117	3,797,218	0	0	0	0	0	0	0	0	18,261,335	18,261,335	0	30,032,875
Proj #4 CR739B - Henley to west of CR209 (CCUA)	PRJ100200B	BOND		0	0	1,501,558	0	0	0	0	0	0	0	0	0	1,501,558	1,501,558	0	1,501,558
Proj #5 CR220 - Baxley Rd. to west of Henley Rd.	PRJ100201	BOND,IF-M	476,915	978,568	1,708,007	577,176	0	0	0	0	0	0	0	0	0	577,176	577,176	0	3,740,666
Proj #5 CR220 - Baxley Rd. to west of Henley Rd. (NE Fair Share)	PRJ100201A	IF-M		0	0	783,245	0	0	0	0	0	0	0	0	0	783,245	783,245	0	783,245
Proj #6A FCC from Maryland Ave. to US17	PRJ100202	BOND,IF-M	339,238	932,556	2,109,331	9,894,780	3,549,848	0	0	0	0	0	0	0	0	13,444,628	13,444,628	0	16,825,753
Proj #6A FCC from Maryland Ave. to US17 (CCUA)	PRJ100202B	BOND		0	0	1,100,000	0	0	0	0	0	0	0	0	0	1,100,000	1,100,000	0	1,100,000
Proj #6A FCC from Maryland Ave. to US17 (FDOT)	PRJ100202C	BOND		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Proj #6B FCC from SR23 to Maryland Ave.	PRJ100203	BOND,IF-M	802,354	3,598,271	9,672,349	19,114,728	8,423,707	0	0	0	0	0	0	0	0	27,538,435	27,538,435	0	41,611,409
Bond Projects Management	BondMgMt		61,539	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	61,539
Engineering Projects																			
CR218 Extension	PRJ100186	CIP		0	0	2,000,000	0	0	0	0	0	0	0	0	0	2,000,000	2,000,000	0	2,000,000
CR220 (Henley Rd to Knight Boxx)	PRJ100171	CIP,G	1,555,631	229,978	33,518	11,647,304	0	0	0	0	0	0	0	0	0	11,647,304	11,647,304	12,935,408	26,401,839
SR 23 Frontage Trail Ridge	PRJ100347	G		1,805	265,134	1,200,364	1,532,697	0	0	0	0	0	0	0	0	2,733,061	2,733,061	0	3,000,000
CR220 - SR21(Blanding Blvd) to Henley	PRJ100212	G	2,435	0	80,206	3,919,794	0	0	0	0	0	0	0	0	0	3,919,794	3,919,794	0	4,002,435
CR220 - Quadrant Intersection (East)	PRJ100221	CIP		0	0	2,000,000	0	0	0	0	0	0	0	0	0	2,000,000	2,000,000	0	2,000,000
Radar Road US17 to Town Center Blvd	PRJ100282	IF-M		0	336,412	6,054,016	0	0	0	0	0	0	0	0	0	6,054,016	6,054,016	0	6,390,428
CR315 Road Widening - Willow Springs	PRJ100283	IF-M		9,435	438,037	0	0	0	0	0	0	0	0	0	0	0	0	0	447,472
CR218 Cosmos Ave to Carter Spencer	PRJ100381	IF-M		80,565	191,139	0	0	0	0	0	0	0	0	0	0	0	0	0	271,704
Verbená Parkway - Proj #7	PRJ100222	IF-M		0	831,085	0	8,110,781	0	0	0	0	0	0	0	0	8,110,781	8,110,781	0	8,941,866
NS3 and EW1 Proj #8	PRJ100223	IF-M		0	920,128	0	0	0	0	0	0	0	0	0	0	0	0	8,281,154	9,201,282
Intersection Improvements-Minor Capacity	PRJ100572	CIP		27,039	500,000	500,000	0	0	0	0	0	0	0	0	0	500,000	500,000	0	1,027,039
Ridaught Landing Drainage Improvements	PRJ100293	CIP,G	6,240	19,900	4,804	0	0	0	0	0	0	0	0	0	0	0	0	0	30,944
Knight Boxx & CR220 Drainage Improvements	PRJ100294	CIP,G	11,998	47,114	90,046	0	0	0	0	0	0	0	0	0	0	0	0	0	149,158
Tumbleweed Dr.-Tanglewood Village Drainage	PRJ100295	CIP,G	10,224	19,416	35,393	0	0	0	0	0	0	0	0	0	0	0	0	0	65,033
Homestead Rd Drainage - Tanglewood	PRJ100296	CIP,G		11,766	20,150	0	0	0	0	0	0	0	0	0	0	0	0	0	31,916
Greenwood Drainage Improvements	PRJ100297	CIP,G	40,059	23,928	114,468	0	0	0	0	0	0	0	0	0	0	0	0	0	178,455
Bridge Improvements	PRJ100575	CIP	855,705	0	500,000	0	0	0	0	0	0	0	0	0	0	0	0	0	1,355,705
Aquarius Concourse	PRJ100386	CIP,OTH		742,462	4,347,680	580,000	0	0	0	0	0	0	0	0	0	580,000	580,000	0	5,670,142
CR224 (College Dr) Component 1-Drainage Rehabilitation (Duck Creek to Old Jennings Rd)	PRJ100194	CIP	192,766	242,425	1,136,628	1,942,550	0	0	0	0	0	0	0	0	0	1,942,550	1,942,550	0	3,514,369
CR220 Component 1, 5, 6-Access Rd. EW Pkwy Improvements, Canova Rd Improvements	PRJ100197	CIP	407,869	89,320	80,102	2,125,282	0	0	0	0	0	0	0	0	0	2,125,282	2,125,282	0	2,702,573
Oakleaf Plantation/Eagle Landing Signal	PRJ100209	CIP		4,058	2,357	493,585	0	0	0	0	0	0	0	0	0	493,585	493,585	0	500,000
CR220 - Town Center Intersection	PRJ100299	CIP,G		0	840,756	0	0	0	0	0	0	0	0	0	0	0	0	0	840,756
Cheswick Oaks Road Connectors and Crossing	PRJ100187	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	24,000,000	24,000,000
Equipment - Transportation	PRJ100578	CIP	6,380,536	1,437,068	1,056,279	2,832,395	1,800,000	1,800,000	1,800,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	9,432,395	15,432,395	0	24,306,278
Road Resurfacing	PRJ100570	CIP		4,564,976	7,500,000	6,600,000	8,500,000	9,000,000	9,500,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	43,600,000	93,600,000	50,000,000	155,664,976
Dirt Road Paving	PRJ100571	CIP		531,644	750,000	850,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	4,850,000	9,850,000	0	11,131,644
Drainage - Stormwater	PRJ100576	CIP		43,719	0	0	0	400,000	400,000	0	0	0	0	0	0	800,000	800,000	0	843,719
Infrastructure Studies	PRJ100287	CIP		0	0	100,000	0	0	0	0	0	0	0	0	0	100,000	100,000	0	100,000
Storm Water Study	PRJ100288	CIP		0	0	100,000	0	0	0	0	0	0	0	0	0	100,000	100,000	0	100,000
Sidewalk - CR218-Clay Hill Elem to Taylor Rd.	PRJ100330	CIP,G		0	0	890,798	0	0	0	0	0	0	0	0	0	890,798	890,798	0	890,798
Sidewalks - Construction	PRJ100574	CIP		0	0	464,211	0	0	0	0	0	0	0	0	0	464,211	464,211	0	464,211
Sidewalk - Doctors Inlet Elementary School	PRJ100608	CIP,G		0	0	391	134,821	824,288	0	0	0	0	0	0	0	959,500	959,500	0	959,500
Greenway Trail-Jennings Park (Design)	PRJ100365	G		0	282,808	217,192	0	0	0	0	0	0	0	0	0	217,192	217,192	0	500,000
Greenway Trail Construction	PRJ100407	G		0	0	1,500,000	0	0	0	0	0	0	0	0	0	1,500,000	1,500,000	0	1,500,000
CR220 West of Lakeshore Drive to Old Hard Road	PRJ100395	G		0	0	35,000	0	0	0	0	0	0	0	0	0	35,000	35,000	0	35,000
CR220 Int. Impr. - Lakeshore Drive to Old Hard Road	PRJ100414	CIP,G,ARPA		0	0	3,376,425	0	0	0	0	0	0	0	0	0	3,376,425	3,376,425	0	3,376,425
Long Bay Rd Ext	PRJ100279	IF-M		0	0	1,968,647	0	0	0	0	0	0	0	0	0	1,968,647	1,968,647	0	1,968,647
EW 1 (NS3 to CR 209 - Block Island)	PRJ100278	IF-M		0	0	206,447	0	0	0	0	0	0	0	0	0	206,447	206,447	0	206,447
Sidewalks - Developers	PG1006	IF-M		0	140,476	0	0	0	0	0	0	0	0	0	0	0	0	0	140,476
Live Oak Lane Construction	PRJ100559	CIP		0	0	1,000,000	0	0	0	0	0	0	0	0	0	1,000,000	1,000,000	0	1,000,000
Clay County Greenways Expansion	PRJ100560	G		0	0	1,000,000	0	0	0	0	0	0	0	0	0	1,000,000	1,000,000	0	1,000,000
Spencer Industrial Complex	PRJ100561	CIP,G		0	0	4,750,000	0	0	0	0	0	0	0	0	0	4,750,000	4,750,000	0	4,750,000
Milling Roadways	PRJ100562	CIP		0	0	1,000,000	0	0	0	0	0	0	0	0	0	1,000,000	1,000,000	0	1,000,000
State Road 100 - Bradford to Putnam (4 Lane)	FutureM1	IF-M		0	0	0	0	0	0	0	0	400,000	0	0	0	0	400,000	5,135,000	5,535,000

Project Name	Workday Account #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project
County Road 218 - Bluejay to Cosmos Av	FutureM2	IF-M		0	0	0	0	0	0	0	0	0	2,000,000	0	0	0	2,000,000	18,093,775	20,093,775
County Road 220 - College Dr to US 17	FutureM3	IF-M		0	0	0	0	0	0	0	0	0	2,000,000	0	0	0	2,000,000	34,825,903	36,825,903
Verben a Parkway (4)	FutureM7	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,011,979	9,011,979
NS 3 - County Road 209 to Sandridge	FutureM8	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,042,267	16,042,267
EW 1 - County Road 209 to NS3	FutureM9	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,734,356	10,734,356
NS 1 (Feed Mill) - Sandridge to First Coast Connector	FutureM10	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,662,708	15,662,708
County Road 218 Extension	FutureM11	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,000,000	10,000,000
Green Cove Springs Bypass	FutureM13	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	77,763,560	77,763,560
County Road 220 State Road 21 to Henley Rd	FutureM14	IF-M		0	0	0	0	0	0	3,500,000	3,000,000	0	0	0	0	3,500,000	6,500,000	24,665,953	31,165,953
Baxley Road	FutureM15	IF-M		0	0	0	0	0	0	0	0	0	3,000,000	3,000,000	0	0	6,000,000	8,333,176	14,333,176
Cheswick Oaks Ave. Extension (Savannah Glen Blvd. to Challenger Dr.)	FutureM16	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	29,212,050	29,212,050
Branan Mill Road (aka Atlantis)	FutureM17	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,109,854	9,109,854
Begonia Drive Drainage System Replacement	Future32	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,090,000	3,090,000
Tanglewood Neighborhood Drainage Improvements	Future34	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,780,000	2,780,000
Habitat Community Infrastructure Improvements	Future35	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,120,000	2,120,000
Russell Road Culvert Replacement	Future36	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,210,000	4,210,000
CR220 Component 2-Town Center Parkway Improvements	Future37	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,260,000	1,260,000
CR220 Component 3-Business Center Drive Improvements	Future38	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	848,000	848,000
CR220 Component 4-Doctors Inlet Road Improvements	Future39	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	329,000	329,000
CR220 Component 7-Brookstone Drive Improvements	Future40	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	567,000	567,000
CR220 Component 8-Lakeshore Drive West Improvements	Future41	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	417,000	417,000
CR220 Component 9-Sidewalk, Driveway & ADA Improvements	Future42	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	407,000	407,000
CR220 Component 10-Bridge Safety Improvements	Future43	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	397,000	397,000
CR220 Component 11-Mainline Pavement Improvements	Future44	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,016,000	2,016,000
CR224 (College Dr) Component 2-Sidewalk, Driveway & ADA Improvements	Future45	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,260,000	1,260,000
CR224 (College Dr) Component 3-Pavement Improvements (CR220 to Old Jennings Rd)	Future46	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,974,000	1,974,000
CR224 (College Dr) Component 4-Pavement Improvements (Peoria Rd to Blanding Blvd)	Future47	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	812,000	812,000
CR224 (College Dr) Component 5-Old Jennings Intersection Improvements	Future48	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,764,000	1,764,000
CR224 (College Dr) Component 6-Peoria Intersection Improvements	Future49	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,400,000	1,400,000
CR224 (College Dr) Component 7-Jefferson Intersection Improvements	Future50	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	679,000	679,000
CR224 (College Dr) Component 8-CR220 Signalization and Lighting Improvements	Future51	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	490,000	490,000
Long Bay and Old Jennings Intersection Improvements	Future52	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,380,000	2,380,000
CR217 Bridge Replacement and Safety Improvements	Future53	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,710,000	7,710,000
Fire Station 14 Phase 2 Parking Lot	Future54	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000	500,000
Branscomb Road at Henley Road Traffic Study	Future55	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	750,000	750,000
CR315 at SR16 Right Turn Lane onto WB SR16	Future56	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	500,000	500,000
Additional Bridge Improvements	Future57	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,210,000	4,210,000
Indigo Branch (HMPG)	PRJ100450	CIP,G		0	0	218,428	0	0	0	0	0	0	0	0	0	218,428	218,428	0	218,428
Artemis Dr	Future65	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,210,000	4,210,000
Atlantis Dr Extension	Future66	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,210,000	4,210,000
The Station at Radar Road Sidewalk	PRJ100394	IF-M		0	0	36,000	0	0	0	0	0	0	0	0	0	36,000	36,000	0	36,000
Cheswick Oaks Ave. Extension (Wilford Preserve to Challenger Dr.)	FutureM18	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,337,123	4,337,123
State Road 16 Green Cove to First Coast Expressway	FutureM19	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	47,520,000	47,520,000
State Road 16 Shands Bridge to Green Cove Springs	FutureM20	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,000,000	5,000,000
State Road 21 State Road 16 to County Road 215 (Turn Lanes)	FutureM21	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,335,000	16,335,000
County Road 315 - State Road 16 to County Road 315B	FutureM22	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	27,586,921	27,586,921
HWY 17 Multi-Use Trail (Future)	FutureM23	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	960,000	960,000
County Road 220 Multi-Use Trail	FutureM24	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	497,195	497,195
Leonard C Taylor Multi-Use Trail	FutureM25	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	632,833	632,833
Cecil to Old Jennings Rd.	FutureM26	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,601,435	2,601,435
Middleburg & West Clay Walking and Biking Projects	FutureM27	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000,000	3,000,000
Orange Park, Lakeside & Fleming Island Walking and Biking Projects	FutureM28	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000,000	3,000,000
Lake Asbury & Green Cove Springs Walking and Biking Projects	FutureM29	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000,000	3,000,000
Keystone Heights & Southwest Clay Walking and Biking Projects	FutureM30	IF-M		0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000,000	3,000,000
Branan Field & Oak Leaf Walking and Biking Projects	FutureM31			0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000,000	3,000,000
Fairgrounds Projects																			
Fairgrounds Sewer Improvements	PRJ100173	CIP,G,OTH	561,949	22,741	0	1,400,000	0	0	0	0	0	0	0	0	0	1,400,000	1,400,000	0	1,984,690
Fairgrounds - FDACS Exhibit Hall Remodel	PRJ100301	CIP,G	438,266	533,575	424,129	0	0	0	0	0	0	0	0	0	0	0	0	1,395,970	0
Fairgrounds - FDACS Livestock Pavilion Infrastr	PRJ100302	CIP,G		27,403	126,029	756,568	0	0	0	0	0	0	0	0	0	756,568	756,568	0	910,000
Fairgrounds Event Center	PRJ100284	CIP		56,550	28,708	1,971,293	0	0	0	0	0	0	0	0	0	1,971,293	1,971,293	0	2,056,551
Parks & Recreation Projects																			
DEO Grant - NE Sports Complex	PRJ100304	CIP,G,ARPA,OTH	5,750	2,686,809	4,042,833	2,901,860	0	0	0	0	0	0	0	0	0	2,901,860	2,901,860	0	9,637,252
Turn Lanes - Regional Sports Complex	PRJ100469	G		0	0	1,500,000	0	0	0	0	0	0	0	0	0	1,500,000	1,500,000	0	1,500,000
Regional Park - Future Phases	Future25	CIP,IF-F		0	0	0	0	0	0	0	3,000,000	0	4,000,000	4,000,000	0	0	11,000,000	0	11,000,000
Moccasin Slough-Tower, classroom, boardwalk	PRJ100391	CIP		39,444	170,948	489,608	0	0	0	0	0	0	0	0	0	489,608	489,608	0	700,000

Project Name	Workday Account #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project
Oakleaf Community Park Phase II	Future1	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Twin Lakes Park - Lighting	Future2	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walter Odum Park - Lighting	Future3	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Omega Park - Lighting	Future4	CIP		0	0	0	1,538,000	0	0	0	0	0	0	0	0	1,538,000	1,538,000	0	1,538,000
Neptune Park Phase II	PRJ100355	CIP,ARPA		0	241,464	90,658	0	0	0	0	0	0	0	0	0	90,658	90,658	0	332,122
Pickleball Courts	PRJ100356	CIP,OTH		21,653	20,003	469,680	0	0	0	0	0	0	0	0	0	469,680	469,680	0	511,336
Main St. Park Expansion & Boat Ramp Improve	Future5	CIP		0	0	0	250,000	0	0	0	0	0	0	0	0	250,000	250,000	0	250,000
District 1 Project (Middleburg/West Clay)	Future20	CIP,IF-F		0	0	0	44,089	44,089	44,089	44,089	44,089	44,089	44,089	44,089	44,089	176,356	396,801	0	396,801
District 2 Project (OP/Lakeside/Fleming Island)	Future21	CIP,IF-F		0	0	0	88,178	88,178	88,178	88,178	88,178	88,178	88,178	88,178	88,178	352,712	793,602	0	793,602
District 7 Project (Keystone Heights/South Clay)	Future22	CIP,IF-F		0	0	0	44,089	44,089	44,089	44,089	44,089	44,089	44,089	44,089	44,089	176,356	396,801	0	396,801
District 4 Project (Lake Asbury/GCS/SouthEast Clay)	Future23	CIP,IF-F		0	0	0	2,468,086	2,468,086	2,668,086	2,668,086	2,968,086	3,268,086	3,268,086	4,368,086	5,268,086	10,272,344	29,412,774	0	29,412,774
District 5 Project (Branan Field/Oakleaf)	Future24	CIP,IF-F		0	0	0	132,267	132,267	132,267	132,267	132,267	132,267	132,267	132,267	132,267	529,068	1,190,403	0	1,190,403
Parks & Recreation Office	Future59	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veterans Park	Future67	CIP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Environmental Services Projects																			
Enviro Services-Solid Waste Facilities Upgrade	PRJ100292	OTH		0	0	3,097,490	1,150,000	6,820,000	4,600,000	5,400,000	0	0	0	0	0	21,067,490	21,067,490	0	21,067,490
Public Safety Projects																			
Public Safety/Sheriff Training Facility	PRJ100159	CIP	885,282	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	885,282
Equipment - Public Safety - Capital & Vehicles - Replacement	PRJ100579	CIP	9,023,900	1,396,508	3,068,593	3,000,000	5,419,940	2,915,367	3,058,116	5,154,023	4,000,000	3,703,330	2,271,965	3,278,326	6,000,000	19,547,446	38,801,067	0	52,290,068
Equipment - Public Safety - Capital & Vehicles - Capacity	CCFRV	CIP,IF-F	9,023,900	0	0	1,141,000	717,490	3,235,377	4,300,000	628,304	1,077,094	1,000,000	1,650,000	1,750,000	424,730	10,022,171	15,923,995	0	24,947,895
Equipment - Sheriff - Capital & Vehicles - Replacement	PRJ100580	CIP	6,723,578	2,466,413	2,999,972	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	6,650,900	13,301,800	0	25,491,763
Equipment - Sheriff - Capital & Vehicles - Capacity	CCSOV	CIP,IF-F	6,723,578	0	0	1,600,000	1,600,000	1,600,000	1,696,000	1,696,000	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	8,192,000	16,192,000	0	22,915,578
Fire Station 24 - Virginia Village	PRJ100286	CIP,G		0	486,679	5,250,000	916,283	0	0	0	0	0	0	0	0	6,166,283	6,166,283	0	6,652,962
Fire Station 20 - GCS	PRJ100190	CIP,G,ARPA,IF-F		0	248,807	6,481,193	5,380,807	0	0	0	0	0	0	0	0	11,862,000	11,862,000	0	12,110,807
Fire Station 22 - Fleming Island	PRJ100357	CIP,IF-F		0	0	500,000	3,050,000	4,000,000	3,000,000	0	0	0	0	0	0	10,550,000	10,550,000	0	10,550,000
Fire Station 15 - Lake Asbury	PRJ100285	CIP,IF-F		0	0	700,000	0	2,500,000	1,735,056	3,800,000	0	0	0	0	0	8,735,056	8,735,056	0	8,735,056
Fire Station 1 - Branan Field	PRJ100563	CIP,IF-F		0	0	600,000	4,500,000	4,500,000	0	0	0	0	0	0	0	9,600,000	9,600,000	0	9,600,000
Fire Station 21 - Green Cove North	Future11	CIP,IF-F		0	0	0	0	0	0	0	0	2,000,000	3,300,000	2,000,000	0	0	7,300,000	0	7,300,000
Fire Station 16 - Penney Farms	Future9	CIP,IF-F		0	0	0	0	0	0	0	0	2,000,000	2,800,000	2,500,000	0	0	7,300,000	0	7,300,000
Fire Station 17 - Peoria Rd	Future10	CIP,IF-F		0	0	0	0	0	0	0	0	0	2,000,000	2,300,000	5,000,000	0	9,300,000	0	9,300,000
Fire Station 13 - Clay Hill	Future8	CIP,IF-F		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire Station 5 - Middleburg West	Future28	CIP,IF-F		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gun Range	PRJ100204	CIP	205,062	1,022,779	2,540,007	0	0	0	0	0	0	0	0	0	0	0	0	0	3,767,848
Gun Range Office	Future60	CIP		0	0	0	0	0	0	0	1,150,000	0	0	0	0	0	1,150,000	0	1,150,000
Burn Building	PRJ100366	CIP		0	24,937	2,975,063	0	0	0	0	0	0	0	0	0	2,975,063	2,975,063	0	3,000,000
Radio Tower Upgrades	PRJ100207	CIP		0	0	1,956,926	1,906,218	0	0	0	0	0	0	0	0	3,863,144	3,863,144	0	3,863,144
E911 Consolidation Bldg/Training Facility	PRJ100208	CIP,IF-F		0	0	0	0	2,419,284	1,500,000	7,500,000	7,000,000	0	0	0	0	11,419,284	18,419,284	0	18,419,284
CCSO Building 500 Build Out	PRJ100609	CIP		0	0	1,000,000	500,000	0	0	0	0	0	0	0	0	1,500,000	1,500,000	0	1,500,000
New Jail	Future13	CIP,IF-F		0	0	0	0	0	0	0	0	0	0	3,000,000	6,000,000	0	9,000,000	0	9,000,000
Sheriff Office Building	Future14	CIP,IF-F		0	0	0	0	2,000,000	8,000,000	10,000,000	4,500,000	0	0	0	0	20,000,000	24,500,000	0	24,500,000
Multi-Agency Storage Warehouse	PRJ100612	CIP,IF-F		0	0	0	500,000	200,000	1,300,000	0	0	0	0	0	0	2,000,000	2,000,000	3,000,000	5,000,000
Multi-Agency Storage Warehouse	Future19A	IF-F		0	0	0	0	200,000	300,000	0	0	0	0	0	0	500,000	500,000	0	500,000
Multi-Agency Storage Warehouse	Future19B	IF-F		0	0	0	0	200,000	300,000	0	0	0	0	0	0	500,000	500,000	0	500,000
Public Works																			
Knowles Pit Building	PRJ100184	CIP	617,408	57,848	120,464	1,362,461	0	0	0	0	0	0	0	0	0	1,362,461	1,362,461	0	2,158,181
Dirt Road Rejuvenation	PRJ100566	CIP		0	0	336,874	0	0	0	0	0	0	0	0	0	336,874	336,874	0	336,874
Other Projects																			
Building Department Building	PRJ100387	OTH		0	2,334,912	8,000,000	8,501,038	0	0	0	0	0	0	0	0	16,501,038	16,501,038	0	18,835,950
Equipment - Supervisor of Elections	PRJ100277	CIP	945,650	0	0	957,800	0	0	0	0	0	0	0	0	0	957,800	957,800	0	1,903,450
Property Appraiser Vehicles	Future18	CIP		0	0	0	0	0	0	0	0	0	0	0	70,000	0	70,000	0	70,000
Animal Services Building	PRJ100210	CIP,G		380,294	384,875	10,867,177	4,440,062	0	0	0	0	0	0	0	0	15,307,239	15,307,239	0	16,072,408
GCS Senior Center Kitchen	PRJ100276	CIP		600,274	28,140	0	0	0	0	0	0	0	0	0	0	0	0	0	628,414
Admin 3rd Floor	PRJ100611	CIP,IF-F		0	0	0	500,000	0	0	0	0	0	0	0	0	500,000	500,000	0	500,000
JTA Bus/Shelter Improvements	PRJ100610	CIP		0	0	0	0	0	250,000	0	0	0	0	0	0	250,000	250,000	0	250,000
Land Acquisition	PRJ100362	CIP		19,025	1,915,045	1,000,000	0	0	0	0	0	0	0	0	0	1,000,000	1,000,000	0	2,934,070
Substance Abuse Recovery Center	PRJ100564	G		0	0	3,000,000	0	0	0	0	0	0	0	0	0	3,000,000	3,000,000	0	3,000,000
ARPA Projects																			
Storm Water/Infrastructure Study	PRJ100368	ARPA		15,540	196,047	1,067,072	0	0	0	0	0	0	0	0	0	1,067,072	1,067,072	0	1,082,612
Indigo Branch Drainage	PRJ100369	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pine Ridge Project	PRJ100370	ARPA		0	665,871	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Park - Twin Lakes Pickleball	PRJ100419	ARPA		0	159,022	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Park - Island Forest Playground	PRJ100420	ARPA		0	0	47,729	0	0	0	0	0	0	0	0	0	47,729	47,729	0	47,729
Park - WE Varnes - Playground	PRJ100421	ARPA		0	0	118,828	0	0	0	0	0	0	0	0	0	118,828	118,828	0	118,828
Park - WE Varnes - Pickleball	PRJ100422	ARPA		0	174,422	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Park - Walter Odum Park Drainage Improvements	PRJ100423	ARPA		0	0	1,376,094	0	0	0	0	0	0	0	0	0	1,376,094	1,376,094	0	1,376,094

Project Name	Workday Account #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project
Park - Eagle Harbor Drainage Improvements	PRJ100424	ARPA		0	0	900,000	0	0	0	0	0	0	0	0	0	900,000	900,000	0	900,000
Park - Carl Pugh Drainage Improvements	PRJ100425	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Park - Ronnie Van Zant Erosion Control & Stabilization	PRJ100426	ARPA		0	0	757,349	0	0	0	0	0	0	0	0	0	757,349	757,349	0	757,349
Park - Ronnie Van Zant Dock Replacement	PRJ100427	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Storm Water Improvements-Grove Park Dr E & Grove Park Lane	PRJ100428	ARPA		0	484,595	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Habitat Drainage	PRJ100429	ARPA		0	85,925	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Care Connect Information Network	PRJ100430	ARPA		0	50,000	50,000	0	0	0	0	0	0	0	0	0	50,000	50,000	0	50,000
Jail Improvements/Conversion	PRJ100331	ARPA		0	19,310	2,980,314	1,492,376	0	0	0	0	0	0	0	0	4,472,690	4,472,690	0	4,472,690
CCSO Air Handler Replacement	PRJ100443	ARPA		0	321,833	386,167	0	0	0	0	0	0	0	0	0	386,167	386,167	0	386,167
Purchase Of Rescue Units	ARPA6	ARPA		0	1,165,060	300,000	0	0	0	0	0	0	0	0	0	300,000	300,000	0	300,000
Health Department Renovation	PRJ100334	ARPA		0	3,214,851	2,866,883	0	0	0	0	0	0	0	0	0	2,866,883	2,866,883	0	2,866,883
FDLE - Office of Criminal Justice - Jail Expansion Grant	PRJ100411	G		0	1,000,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Countywide Storm Water Improvements	PRJ100332	ARPA		0	0	97,727	0	0	0	0	0	0	0	0	0	97,727	97,727	0	97,727
Drainage - Hagans Court	PRJ100332A	ARPA		0	62,088	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - Hibernia Forest Drive	PRJ100332B	ARPA		0	106,035	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - Live Oak Lane	PRJ100332C	ARPA		0	77,022	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - Botany Street	PRJ100431	ARPA		0	162,739	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - Honeysuckle Circle	PRJ100332D	ARPA		0	105,830	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - Morningside at Aletha	PRJ100332E	ARPA		0	58,387	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - Olde Sutton Parke Drive	PRJ100434	ARPA		0	111,520	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - Scorpio Lane	PRJ100435	ARPA		0	181,016	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - Morningside Drive and Acorn Manor	PRJ100436	ARPA		0	75,909	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - Henley Road	PRJ100437	ARPA		0	454,178	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - Oak Drive South	PRJ100438	ARPA		0	183,654	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - Industrial Loop	PRJ100439	ARPA		0	317,525	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - Acorn Chase Drive	PRJ100442	ARPA		0	178,093	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Filmore Street Drainage Improvements	PRJ100448	ARPA		0	305,449	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - 620 Arthur Moore Drive	PRJ100453	ARPA		0	133,624	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Acorn Chase Lining Improvements	PRJ100461	ARPA		0	0	120,845	0	0	0	0	0	0	0	0	0	120,845	120,845	0	120,845
Harbor Island DR and Starboard Ct Stormwater Improvements	PRJ100462	ARPA		0	0	767,311	0	0	0	0	0	0	0	0	0	767,311	767,311	0	767,311
Panda Ave Stormwater Improvements	PRJ100463	ARPA		0	85,773	256,502	0	0	0	0	0	0	0	0	0	256,502	256,502	0	256,502
Drainage - Kiowa Avenue	PRJ100455	ARPA		0	82	192,892	0	0	0	0	0	0	0	0	0	192,892	192,892	0	192,892
Drainage - Mesquite Avenue	PRJ100456	ARPA		0	82	361,621	0	0	0	0	0	0	0	0	0	361,621	361,621	0	361,621
Drainage - Tanglewood Boulevard (ARPA)	PRJ100457	ARPA		0	82	196,449	0	0	0	0	0	0	0	0	0	196,449	196,449	0	196,449
Timberline Drive	ARPA35	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Robert Paine Street and William Ellery Street	ARPA36	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Silverado Stormwater Improvements	ARPA37	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laurel Drive Stormwater Improvements	ARPA38	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage - Silverado Circle	PRJ100596	ARPA		0	0	158,220	0	0	0	0	0	0	0	0	0	158,220	158,220	0	158,220
Drainage - Sandy Hollow	PRJ100618	ARPA		0	0	637,908	0	0	0	0	0	0	0	0	0	637,908	637,908	0	637,908
Apopka Drive Stormwater Improvements	PRJ100644	ARPA		0	0	121,879	0	0	0	0	0	0	0	0	0	121,879	121,879	0	121,879
Henley Road Drainage - ARPA	PRJ100658	ARPA		0	0	159,762	0	0	0	0	0	0	0	0	0	159,762	159,762	0	159,762
Broadband Project	PRJ100333	ARPA		1,000,000	0	1,000,000	0	0	0	0	0	0	0	0	0	1,000,000	1,000,000	0	2,000,000
Refund County Based Health Plan	PRJ100336	ARPA		1,954,907	534,607	0	0	0	0	0	0	0	0	0	0	0	0	0	1,954,907
Keystone Lakes Projects	ARPA11	ARPA		0	0	200,000	0	0	0	0	0	0	0	0	0	200,000	200,000	0	200,000
Constitutional Requests	ARPA12	ARPA		0	97,054	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clerk's Office - Workday	ARPA13	ARPA		656,889	468,258	0	0	0	0	0	0	0	0	0	0	0	0	0	656,889
Clerk's Office - Firewall	ARPA14	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clerk's Office - VPN	ARPA15	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clerk's Office - Network Switches	PRJ100454	ARPA		0	289,855	18,890	0	0	0	0	0	0	0	0	0	18,890	18,890	0	18,890
Clerk's Office - Office 365	PRJ100451	ARPA		0	80,309	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clerk's Office - Virtual CMS	ARPA18	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clerk's Office - Server Room UPS	PRJ100467	ARPA		0	46,711	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clerk's Office - Virtual Hearing Rooms	ARPA20	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clerk's Office - Ipads for Check In	ARPA21	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clerk's Office - Laptops and Cameras	ARPA22	ARPA		0	0	45,000	0	0	0	0	0	0	0	0	0	45,000	45,000	0	45,000
Clerk's Office - Website Enhancement	ARPA23	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Network Infrastructure Replacement	PRJ100441	ARPA		0	191,899	308,101	0	0	0	0	0	0	0	0	0	308,101	308,101	0	308,101
Mental Health Counselor	PRJ100446	ARPA		0	52,673	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Physical Security Enhancements	PRJ100452	ARPA		0	53,500	81,657	0	0	0	0	0	0	0	0	0	81,657	81,657	0	81,657
Courthouse Camera and Security	ARPA26	ARPA		0	863,257	331,084	0	0	0	0	0	0	0	0	0	331,084	331,084	0	331,084
Administrative Expenses	ARPA27	ARPA		279,693	297,616	25,000	0	0	0	0	0	0	0	0	0	25,000	25,000	0	304,693
Community Programs - SBDC until 2024	ARPA28	ARPA		150,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150,000
Community Programs - Workforce Housing Subsidy	ARPA29	ARPA		600,000	80,000	0	0	0	0	0	0	0	0	0	0	0	0	0	600,000
Community Programs	PRJ100432	ARPA		0	207,142	583,336	0	0	0	0	0	0	0	0	0	583,336	583,336	0	583,336

Project Name	Workday Account #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project
Smart North Florida	ARPA31	ARPA		0	130,780	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Multi Factor Authentication Implementation	PRJ100464	ARPA		0	4,193	102,950	0	0	0	0	0	0	0	0	0	102,950	102,950	0	102,950
Way Free Clinic - Mobile Medical	PRJ100567	ARPA		0	0	300,000	0	0	0	0	0	0	0	0	0	300,000	300,000	0	300,000
Way Free Clinic	PRJ100630	ARPA		0	0	250,000	0	0	0	0	0	0	0	0	0	250,000	250,000	0	250,000
Clay County Development Authority (CCDA) College Drive Property	PRJ100584	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Studio Setup at EOC	PRJ100585	ARPA		0	0	25,000	0	0	0	0	0	0	0	0	0	25,000	25,000	0	25,000
Crosswalk at Thunderbolt School - 4 way stop	PRJ100586	ARPA		0	0	50,000	0	0	0	0	0	0	0	0	0	50,000	50,000	0	50,000
Fire Station 15 (partial property)	PRJ100587	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Library on the Go	PRJ100588	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Park on the Go	PRJ100589	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Williams Park Boat Ramp	PRJ100590	ARPA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Veterans Park (Feasibility Study and Site Plan)	PRJ100591	ARPA		0	0	175,000	0	0	0	0	0	0	0	0	0	175,000	175,000	0	175,000
Septic to Sewer Plan - County Wide	PRJ100592	ARPA		0	0	300,000	0	0	0	0	0	0	0	0	0	300,000	300,000	0	300,000
GRAND TOTAL OF EXPENSES				34,472,623	82,083,461	231,404,726	106,817,300	52,604,447	47,046,061	54,185,216	42,133,983	27,810,219	41,728,854	41,635,215	38,201,619	492,057,750	683,567,640	538,567,650	1,374,622,407

Exhibit A

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2021/2022 through 2026/2027
Capital Funds Revenues

Revenue Sources	Workday Fund #	Object #	Funding Code	FY19-20 Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Fund Level Revenues							1	2	3	4	5	6	7	8	9	10				
Prior Year Carry Forward - Capital Improvement Fund	FD3003	399002		43,646,472	53,506,692	64,450,038	64,219,922	18,772,835	5,642,986	207,296	1	(7,256,058)	(9,035,990)	621,443	5,459,813	8,023,735	88,843,041	86,655,984		Adjusts as plan changes are made from FY21-22 on
2nd Local Option Gas Tax Receipts	FD3003	312420		2,763,402	3,003,425	2,801,361	2,857,388	2,914,536	2,972,827	3,032,283	3,092,929	3,154,787	3,217,883	3,282,241	3,347,886	3,414,843	14,869,963	31,287,604	36,677,732	2% annual increases from FY21-22
Transfer In from Fund 1017- Discretionary Sales Surtax	FD3003	381120		11,904,141	23,196,367	22,132,066	25,032,024	25,782,985	26,556,474	27,353,168	28,173,764	29,018,976	29,889,546	30,786,232	31,709,819	32,661,114	132,898,415	286,964,102	317,915,235	3% increases from FY22-23
Interest Earnings - Capital Improvement Fund	FD3003	361000		262,358	355,122	2,440,173	642,199	187,728	56,430	2,073	0	(72,561)	(90,360)	6,214	54,598	80,237	888,430	866,560	1,353,918	Approximately 1% of carry forward amount
Interest Earnings - Capital Improvement Fund	FD3003	361100		186,561													0	0	186,561	
Disposition of Fixed Assets	FD3003	364000		133,367	50,000	50,000											0	0	133,367	About average amount over last 10 years
Developer Project/Contribution/Asset	FD3003	366000					17,751,820										17,751,820	17,751,820	18,860,612	FY24-25 for CR218
Less 5% Budgeted Revenues - Capital Improvement Fund	FD3003	399001			(170,427)	(262,077)	(174,979)	(155,113)	(151,463)	(151,718)	(154,646)	(154,111)	(156,376)	(164,423)	(170,124)	(174,754)				
Subtotal - Capital Improvement Fund	FD3003	305		58,896,301	79,941,179	91,611,561	92,576,554	47,502,971	35,077,254	30,443,103	31,112,047	24,691,034	23,824,703	34,531,708	40,401,991	44,005,176	236,711,929	319,118,266	375,127,425	

Revenue Sources	Workday Fund #	Object #	Funding Code	FY19-20 Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Project Specific Revenue																				
Interfund Transfer - Challenger	FD3003	381128			750	17,720	225,508										225,508	225,508	226,808	
Subtotal - Capital Improvement Fund	FD3003	305		0	750	17,720	225,508	0	0	0	0	0	0	0	0	0	225,508	225,508	225,508	

Exhibit A

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE)																					
Project Name	Workday Account #	Fund #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
CR218 Extension	PRJ100186	FD3003	DV, GT				2,000,000										2,000,000	2,000,000		2,000,000	Developer project, County paying \$2,000,000
CR220 (Henley Rd to Knight Boxx)	PRJ100171	FD3003	SG, GT	1,555,631	229,978	33,518	53,496										53,496	316,992	12,935,408	14,808,031	Design FY22-24, Const FY24-25 Pending LAP
CR220 - Quadrant Intersection (East)	PRJ100221	FD3003	GT				2,000,000										2,000,000	2,000,000		2,000,000	Design/ROW/Acq. FY23-24
Proj #3A CR209 - Peters Creek to Sandridge	PRJ100199	FD3003					5,000,000														
Subtotal - Capital Improvement Fund				1,555,631	229,978	33,518	9,053,496	0	0	0	0	0	0	0	0	0	4,053,496	9,316,992		18,808,031	

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section II Non-Comprehensive Plan Capital Improvements																					
Project Name	Workday Account #	Fund #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
TRANSPORTATION																					
Intersection Improvements-Minor Capacity	PRJ100572	FD3003	ST		27,039	500,000	500,000										500,000	500,000		1,027,039	List of projects in priority
Equipment - Transportation	PRJ100578	FD3003	ST	6,380,536	1,437,068	1,056,279	2,832,395	1,800,000	1,800,000	1,800,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	9,432,395	15,432,395		24,306,278	Heavy equipment replacement
Ridaught Landing Drainage Improvements (Match)	PRJ100293	FD3003	FG, ST	6,240	4,975	1,201											0	0		12,416	\$21,363.66 spent in fund 131 FY19-20, FEMA pays 75%
Knight Boxx & CR220 Drainage Improvements (Match)	PRJ100294	FD3003	FG, ST	11,998	11,778	22,511											0	0		46,287	\$21,703.62 spent in fund 131 FY19-20, FEMA pays 75%
Tumbleweed Dr.-Tanglewood Village Drainage (Match)	PRJ100295	FD3003	FG, ST	10,224	4,854	8,848											0	0		23,926	Design Complete in FY21-22, Fed pays 75%
Homestead Rd Drainage - Tanglewood (Match)	PRJ100296	FD3003	FG, ST		2,941	5,037											0	0		7,978	Design Complete in FY21-22, Fed pays 75%
Greenwood Drainage Improvements (Match)	PRJ100297	FD3003	FG, ST	40,059	5,982	28,617											0	0		74,658	\$22,895 spent in fund 131 FY19-20, FEMA pays 75%
Bridge Improvements	PRJ100575	FD3003	ST	855,705		500,000											0	0		1,355,705	List of projects in priority
Aquarius Concourse	PRJ100386	FD3003	ST, SP		122,011	2,862,683	580,000										580,000	580,000		3,564,694	CCUA paid \$2,105,447 July 2022
CR224 (College Dr) Component 1-Drainage Rehabilitation	PRJ100194	FD3003	ST	192,766	242,425	1,136,628	1,942,550										1,942,550	1,942,550		3,514,369	Design FY20-22, construction FY22-23
CR220 Component 1, 5, 6-Access Rd, EW Pkwy Improvem	PRJ100197	FD3003	ST	407,869	89,320	80,102	2,125,282										2,125,282	2,125,282		2,702,573	Carryover to completion
Oakleaf Plantation/Eagle Landing Signal	PRJ100209	FD3003	ST		4,058	2,357	493,585										493,585	493,585		500,000	Carryover to completion
CR220 - Town Center Intersection	PRJ100299	FD3003				427,576	-										0	0		427,576	Carryover to completion
Cheswick Oaks Road Connectors and Crossing	PRJ100187	FD3003	ST														0	0	24,000,000	24,000,000	Resurrecting Cheswick project #
Road Resurfacing	PRJ100570	FD3003	ST	19,475,665	4,564,976	7,500,000	6,600,000	8,500,000	9,000,000	9,500,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	43,600,000	93,600,000	50,000,000	175,140,641	High Prairie Ln add \$77,290, \$10 million/yr 6-10
Dirt Road Paving	PRJ100571	FD3003	ST	7,216,740	531,644	750,000	850,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	4,850,000	9,850,000		18,348,384	Carryover for Deer Trail FY 21-22. Projects in priority
Drainage - Stormwater	PRJ100576	FD3003	ST	3,020,146	43,719				400,000	400,000							800,000	800,000		3,863,865	List of projects in priority - ARP - Dec. 14
Infrastructure Studies	PRJ100287	FD3003	ST				100,000										100,000	100,000		200,000	Completed with CIP funds
CR220 Int. Impr. - Lakeshore Drive to Old Hard Road	PRJ100414	FD3003	ST				543,166										543,166	543,166		543,166	
Storm Water Study	PRJ100288	FD3003	ST				100,000										100,000	100,000		200,000	Stormwater infrastructure feasibility/cost study-ARP
Sidewalk - CR218-Clay Hill Elem to Taylor Rd.	PRJ100330	FD3003	SG				100,000										100,000	100,000		100,000	Completion in FY23-24
Sidewalks - Construction	PRJ100574	FD3003	ST		0		464,211										464,211	464,211		464,211	Sidewalk replacement
Sidewalk - Doctors Inlet Elementary School	PRJ100608	FD3003	ST, SG				391										391	391		391	FDOT paying \$959,109
Live Oak Lane Construction	PRJ100559	FD3003	ST				1,000,000										1,000,000	1,000,000		1,000,000	
Spencer Industrial Complex	PRJ100561	FD3003	ST,G				1,187,500										1,187,500	1,187,500		1,187,500	Design/Construction FY23-24. Grant pays \$4.75 mil. County pays 25%
Milling Roadways	PRJ100562	FD3003	ST				1,000,000										1,000,000	1,000,000		1,000,000	Place millings at various locations within County
Indigo Branch (HMPG)	PRJ100450	FD3003	ST				21,688										21,688	21,688		21,688	Hazard Mitigation Grant Program (10%)
Begonia Drive Drainage System Replacement	Future32	FD3003	ST														0	0	3,090,000	3,090,000	
CR218 Improvements (Pringle Road)	Future33	FD3003	ST														0	0	1,800,000	1,800,000	
Tanglewood Neighborhood Drainage Improvements	Future34	FD3003	ST														0	0	2,780,000	2,780,000	

Exhibit A

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section II Non-Comprehensive Plan Capital Improvements																					Comments
Project Name	Workday Account #	Fund #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	
Habitat Community Infrastructure Improvements	Future35	FD3003	ST														0	0	2,120,000	2,120,000	
Russell Road Culvert Replacement	Future36	FD3003	ST														0	0	4,210,000	4,210,000	
CR220 Component 2-Town Center Parkway Improvement	Future37	FD3003	ST														0	0	1,260,000	1,260,000	
CR220 Component 3-Business Center Drive Improvement	Future38	FD3003	ST														0	0	848,000	848,000	
CR220 Component 4-Doctors Inlet Road Improvements	Future39	FD3003	ST														0	0	329,000	329,000	
CR220 Component 7-Brookstone Drive Improvements	Future40	FD3003	ST														0	0	567,000	567,000	
CR220 Component 8-Lakeshore Drive West Improvement	Future41	FD3003	ST														0	0	417,000	417,000	
CR220 Component 9-Sidewalk, Driveway & ADA Improver	Future42	FD3003	ST														0	0	407,000	407,000	
CR220 Component 10-Bridge Safety Improvements	Future43	FD3003	ST														0	0	397,000	397,000	
CR220 Component 11-Mainline Pavement Improvements	Future44	FD3003	ST														0	0	2,016,000	2,016,000	
CR224 (College Dr) Component 2-Sidewalk, Driveway & A	Future45	FD3003	ST														0	0	1,260,000	1,260,000	
CR224 (College Dr) Component 3-Pavement Improvement	Future46	FD3003	ST														0	0	1,974,000	1,974,000	
CR224 (College Dr) Component 4-Pavement Improvement	Future47	FD3003	ST														0	0	812,000	812,000	
CR224 (College Dr) Component 5-Old Jennings Intersectio	Future48	FD3003	ST														0	0	1,764,000	1,764,000	
CR224 (College Dr) Component 6-Peoria Intersection Impr	Future49	FD3003	ST														0	0	1,400,000	1,400,000	
CR224 (College Dr) Component 7-Jefferson Intersection In	Future50	FD3003	ST														0	0	679,000	679,000	
CR224 (College Dr) Component 8-CR220 Signalization and	Future51	FD3003	ST														0	0	490,000	490,000	
Long Bay and Old Jennings Intersection Improvements	Future52	FD3003	ST														0	0	2,380,000	2,380,000	
CR217 Bridge Replacement and Safety Improvements	Future53	FD3003	ST														0	0	7,710,000	7,710,000	
Fire Station 14 Phase 2 Parking Lot	Future54	FD3003	ST														0	0	500,000	500,000	
Branscomb Road at Henley Road Traffic Study	Future55	FD3003	ST														0	0	750,000	750,000	
CR315 at SR16 Right Turn Lane onto WB SR16	Future56	FD3003	ST														0	0	500,000	500,000	
Additional Bridge Improvements	Future57	FD3003	ST														0	0	4,210,000	4,210,000	
Artemis Dr	Future65	FD3003	ST														0	0	4,210,000	4,210,000	
Atlantis Dr Extension	Future66	FD3003	ST														0	0	4,210,000	4,210,000	
Total Transportation				37,617,948	7,092,790	14,881,839	20,440,768	11,300,000	12,200,000	12,700,000	12,200,000	12,200,000	12,200,000	12,200,000	12,200,000	12,200,000	68,840,768	129,840,768	118,670,000	308,303,345	
PARKS & RECREATION																					
Fairgrounds Sewer Improvements	PRJ100173	FD3003	TT, ST	561,949	22,741		755,000										755,000	755,000		1,339,690	
Fairgrounds - FDACS Exhibit Hall Remodel	PRJ100301	FD3003	TT, ST	438,266	457,704												0	0	0	895,970	Renovate and carryover to completion
Fairgrounds - FDACS Livestock Pavilion Infrastr	PRJ100302	FD3003	ST														0	0	811,403	811,403	Adding CIP Funds
DEO Grant - NE Sports Complex	PRJ100304	FD3003	SG, TT, ST	5,750	1,271,840	280,360	780,050										780,050	780,050		2,338,000	Land Acquis FY21-22, Design FY21-22, Con FY22-23
Fairgrounds Event Center	PRJ100284	FD3003	ST		56,550	28,708	1,971,293										1,971,293	1,971,293		2,056,551	Infrastructure improvements, Commence FY21-22
Moccasin Slough-Tower, classroom, boardwalk	PRJ100391		ST		39,444	170,948	489,608										489,608	489,608	9,500,000	10,200,000	Construct observation tower, classroom & boardwalk
Oakleaf Community Park Phase II	Future1	FD3003	ST														0	0	4,200,000	4,200,000	Expand parking, multi-field, ball fields, lights
Twin Lakes Park - Lighting	Future2	FD3003	ST														0	0	1,244,000	1,244,000	Lighting installation
District 1 Project (Middleburg/West Clay)	Future20							24,250	24,250	24,250	24,250	24,250	24,250	24,250	24,250	24,250	97,000	218,250		218,250	
District 2 Project (OP/Lakeside/Fleming Island)	Future21							48,500	48,500	48,500	48,500	48,500	48,500	48,500	48,500	48,500	194,000	436,500		436,500	
District 7 Project (Keystone Heights/South Clay)	Future22							24,250	24,250	24,250	24,250	24,250	24,250	24,250	24,250	24,250	97,000	218,250		218,250	
District 4 Project (Lake Asbury/GCS/SouthEast Clay)	Future23							1,000,000	1,000,000	1,200,000	1,200,000	1,500,000	1,800,000	1,800,000	2,900,000	3,800,000	4,400,000	16,200,000		16,200,000	
District 5 Project (Branan Field/Oakleaf)	Future24							72,750	72,750	72,750	72,750	72,750	72,750	72,750	72,750	72,750	291,000	654,750		654,750	
Regional Park - Future Phases	Future25													4,000,000	4,000,000		0	8,000,000		8,000,000	
Walter Odum Park - Lighting	Future3	FD3003	ST														0	0	1,632,300	1,632,300	Light poles replacement & conversion to LED's
Omega Park - Lighting	Future4	FD3003	ST					1,538,000									1,538,000	1,538,000		1,538,000	Light poles replacement & conversion to LED's
Neptune Park Phase II	PRJ100355	FD3003	ST			241,464	10,658										10,658	10,658		252,122	New ball field, parking expansion, storage, playgrnd
Pickleball Courts	PRJ100356	FD3003	ST		21,653	5,003	469,680										469,680	469,680		496,336	Build new pickleball courts for park patrons. Augusta Savage
Main St. Park Expansion & Boat Ramp Improve	Future5	FD3003	ST					250,000									250,000	250,000		250,000	Purchase neighbouring land
Parks & Recreation Office	Future59	FD3003	ST														0	0	1,050,000	1,050,000	Build new Office for County growth
Veterans Park	Future67	FD3003	ST																	0	
Total Parks & Recreation		FD3003		1,005,965	1,024,932	726,483	4,476,289	2,957,750	1,169,750	1,369,750	1,369,750	1,669,750	1,969,750	5,969,750	7,069,750	3,969,750	11,343,289	31,992,039	17,387,703	52,982,122	
PUBLIC SAFETY																					
Public Safety/Sheriff Training Facility	PRJ100159	FD3003	ST	885,282													0	0	4,940,000	5,825,282	Design FY27-28, Construction FY28-29
Equipment - Public Safety - Replacement	PRJ100579	FD3003	ST	9,023,900	1,396,508	3,068,593	3,000,000	5,419,940	2,915,367	3,058,116	5,154,023	4,000,000	3,703,330	2,271,965	3,278,326	6,000,000	19,547,446	38,801,067	19,847,003	72,137,071	Equipment and vehicle replacement
Equipment - Public Safety - Capacity	CCFRV	FD3003	ST				1,141,000	458,745	3,135,377	3,500,000	314,152	677,094	800,000	1,500,000	1,000,000	424,730	8,549,274	12,951,098		12,951,098	
Equipment - Sheriff - Capital & Vehicles - Replacement	PRJ100580	FD3003	ST	6,723,578	2,466,413	2,999,972	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	1,330,180	6,650,900	13,301,800	11,967,181	37,458,944	Equipment and vehicle replacement
Equipment - Sheriff - Capital & Vehicles - Capacity	CCSOV	FD3003	ST				1,600,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,400,000	12,400,000		12,400,000	
Fire Station 24 - Virginia Village	PRJ100286	FD3003	ST			486,679	5,250,000	916,283									6,166,283	6,166,283		6,652,962	Design FY21-22, Construction FY22-23
Fire Station 20 - GCS	PRJ100190	FD3003	ST		248,807		5,481,193	3,380,807									8,862,000	8,862,000		9,110,807	Carryover to completion
Fire Station 22 - Fleming Island	PRJ100357	FD3003	ST				500,000	3,050,000	2,500,000	2,000,000							8,050,000	8,050,000		8,050,000	Design FY21-22, Construction FY23-24
Fire Station 15 - Lake Asbury	PRJ100285	FD3003	ST				700,000		1,500,000	35,056	3,800,000						6,035,056	6,035,056		6,035,056	Design FY21-23, Construction FY23-24
Fire Station 1 - Branan Field	PRJ100563	FD3003	ST				600,000	4,500,000	4,500,000								9,600,000	9,600,000		9,600,000	Design FY30-31
Fire Station 21 - Green Cove North	Future11	FD3003	ST									2,000,000	1,800,000	1,500,000			0	5,300,000	6,000,000	11,300,000	Design FY29-30, Construction FY30-31
Fire Station 16 - Penney Farms	Future9	FD3003	ST										2,800,000	2,500,000			0	5,300,000	5,800,000	11,100,000	Design FY27-28, Construction FY28-29
Fire Station 17 - Peoria Rd	Future10	FD3003	ST											2,300,000	5,000,000		0	7,300,000	6,000,000	13,300,000	Design FY27-28, Construction FY28-30
Fire Station 13 - Clay Hill	Future8	FD3003	ST														0	0	4,500,000	4,500,000	Design FY26-27, Construction FY27-28
Fire Station 5 - Middleburg West	Future28	FD3003	ST														0	0		0	
Gun Range	PRJ100204	FD3003	ST	205,062	1,022,779	2,540,007											0	0		3,767,848	Completed project FY22-23

Exhibit A

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section II Non-Comprehensive Plan Capital Improvements																					
Project Name	Workday Account #	Fund #	Funding Code	Project Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
Gun Range Office	Future60	FD3003	ST									1,150,000					0	1,150,000		1,150,000	New facility for property operations
Burn Building	PRJ100366	FD3003	ST			24,937	2,975,063										2,975,063	2,975,063		3,000,000	Part of firefighting training
Radio Tower Upgrades	PRJ100207	FD3003	ST	1,478,006			1,956,926	1,906,218									3,863,144	3,863,144		5,341,150	Keystone Tower and Sleepy Hollow Tower
E911 Consolidation Bldg/Training Facility	PRJ100208	FD3003	ST	2,056,583					2,419,284		7,000,000	7,000,000					9,419,284	16,419,284		18,475,867	Purchase FY20-21, renovations carried to complete
CCSO Building 500 Build Out	PRJ100609	FD3003	ST				1,000,000	500,000									1,500,000	1,500,000		1,500,000	
New Jail	Future13	FD3003	ST													3,000,000	0	3,000,000	610,000	3,610,000	25,000 sq. ft. to properly house specialty equipment
Sheriff Office Building	Future14	FD3003	ST						2,000,000	5,000,000	6,000,000	4,500,000					13,000,000	17,500,000	38,000,000	55,500,000	100,000 sq ft @ \$400 sq. ft.
Total Public Safety				20,372,411	4,885,700	9,368,995	25,534,362	22,662,173	21,500,208	16,123,352	24,798,355	19,857,274	9,033,510	10,902,145	13,108,506	16,954,910	110,618,450	180,474,795	97,664,184	312,766,085	
PUBLIC WORKS																					
Knowles Pit Building	PRJ100184	FD3003	ST	617,408	57,848	120,464	1,362,461										1,362,461	1,362,461		2,158,181	2 sites - Renovate/build, increase for Knowles Pit
Dirt Road Rejuvenation	PRJ100566	FD3003	ST				336,874										336,874	336,874		336,874	Replacement of 3 part mix on 33% (62.5 miles / 330K ft) 52.2K Tons of Lime Roc
Total Public Works				110,704,659	57,848	120,464	1,699,335	0	0	0	0	0	0	0	0	0	1,699,335	1,699,335	0	2,495,055	
OTHER PROJECTS																					
Equipment - Supervisor of Elections	PRJ100277	FD3003	ST	945,650			957,800										957,800	957,800	35,000	1,938,450	Voting equipment & machines replacement
Animal Services Building	PRJ100210	FD3003	ST		380,294	334,875	10,867,177	4,440,062									15,307,239	15,307,239		16,022,408	Design FY20-21, Construction FY23-25
GCS Senior Center Kitchen	PRJ100276	FD3003	ST		600,274	28,140											0	0	0	628,414	Moved from Operating Budget
Property Appraiser Vehicles	Future18	FD3003	ST													70,000	0	70,000		70,000	2 vehicles @ \$35K each
JTA Bus\Shelter Improvements	PRJ100610	FD3003	ST							250,000							250,000	250,000	70,000	320,000	2 vehicles @ \$35K each
Admin Building 3rd Floor	PRJ100611	FD3003	ST														0	0	3,000,000	3,000,000	For Public Safety, Sheriff and Facilities. Infr constraints
Multi-Agency Storage Warehouse	PRJ100612	FD3003	ST					500,000									500,000	500,000	3,000,000	3,500,000	For Public Safety, Sheriff and Facilities. Infr constraints
Land Acquisition	PRJ100362	FD3003	ST		19,025	1,915,045	1,000,000										1,000,000	1,000,000		2,934,070	Flexibility for land opportunities
Total Other Projects				945,650	999,593	2,278,060	12,824,977	4,940,062	0	250,000	0	0	0	0	0	70,000	18,015,039	18,085,039	6,105,000	28,413,342	
Subtotal - Capital Improvement Fund (FD3003)				172,202,264	14,290,841	27,409,359	74,029,227	41,859,985	34,869,958	30,443,102	38,368,105	33,727,024	23,203,260	29,071,895	32,378,256	33,194,660	219,570,377	371,145,472	239,826,887	723,767,980	
GRAND TOTAL				172,202,264	14,290,841	27,409,359	74,029,227	41,859,985	34,869,958	30,443,102	38,368,105	33,727,024	23,203,260	29,071,895	32,378,256	33,194,660	219,570,377	371,145,472	239,826,887	723,767,980	

Exhibit B

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2021/2022 through 2026/2027
Capital Funds Revenues

Revenue Sources	Fund #	Workday Fund #	Object #	Funding Code	FY22-23 Proposed Budget	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Fund Level Revenues						1	2	3	4	5	6	7	8	9	10				
Regional Park Revenue (15%)	CC1269	FD3018			64,117	440,700	576,300	576,300	576,300	576,300	576,300	576,300	576,300	576,300	576,300	2,745,900	5,627,400		
Interest Earnings - Regional Park					-	609	4,802	10,322	15,895	21,521	27,200	2,933	8,436	13,991	19,599				
Prior Year Forward - Regional Park	IF_Reg				-	60,911	480,155	1,032,201	1,589,492	2,152,077	2,720,007	293,332	843,604	1,399,103	1,959,880				
Less 5% Budgeted Revenues - Regional Park					(3,206)	(22,065)	(29,055)	(29,331)	(29,610)	(29,891)	(30,175)	(28,962)	(29,237)	(29,515)	(29,795)				
Administrative\Constitutional\Jail Fund (49%)	CC1266	FD3015			100,998	659,490	907,800	907,800	907,800	907,800	907,800	907,800	907,800	907,800	907,800	4,290,690	8,829,690		
Interest Earnings - Administrative\Constitutional\Jail Fund					-	959	7,234	10,927	17,654	(1,554)	2,056	10,699	19,425	28,234	7,126				
Prior Year Forward - Administrative\Constitutional\Jail Fund	IF_Admin				-	95,948	723,375	1,092,657	1,765,447	(155,371)	205,563	1,069,926	1,942,500	2,823,364	712,596				
Less 5% Budgeted Revenues - Administrative\Constitutional\Jail Fund					(5,050)	(33,022)	(45,752)	(45,936)	(46,273)	(45,312)	(45,493)	(45,925)	(46,361)	(46,802)	(45,746)				
Fire\Rescue Fund (26%)	CC1267	FD3016			229,799	1,500,525	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	2,265,500	10,562,525	21,890,025		
Interest Earnings - Fire\Rescue Fund					-	2,183	16,459	15,550	9,220	(7,170)	11,142	28,771	28,566	13,860	23,014				
Prior Year Forward - Fire\Rescue Fund	IF_FR				-	218,309	1,645,882	1,554,998	921,995	(717,021)	1,114,240	2,877,051	2,856,608	1,385,970	2,301,362				
Less 5% Budgeted Revenues - Fire\Rescue Fund					(11,490)	(75,135)	(114,098)	(114,052)	(113,736)	(112,916)	(113,832)	(114,714)	(114,703)	(113,968)	(114,426)				
Law Enforcement Fund (25%)	CC1268	FD3017			174,193	1,137,435	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	1,565,700	7,400,235	15,228,735		
Interest Earnings - Law Enforcement Fund					-	1,655	12,476	23,469	32,566	9,789	(20,203)	(9,521)	1,263	12,149	23,138				
Prior Year Forward - Law Enforcement Fund	IF_CCSD				-	165,483	1,247,619	2,346,886	3,256,596	978,949	(2,020,336)	(952,114)	126,256	1,214,870	2,313,827				
Less 5% Budgeted Revenues - Law Enforcement Fund					(8,710)	(56,954)	(78,909)	(79,458)	(79,913)	(78,774)	(77,275)	(77,809)	(78,348)	(78,892)	(79,442)				
Libraries and Culture	CC1270	FD3019			63,549	414,960	571,200	571,200	571,200	571,200	571,200	571,200	571,200	571,200	571,200	2,699,760	5,555,760		
Interest Earnings - Libraries and Culture					-	604	4,552	10,021	15,543	21,117	26,744	32,424	38,159	43,948	49,792				
Prior Year Forward - Libraries and Culture	IF_LC				-	60,372	455,157	1,002,121	1,554,281	2,111,687	2,674,388	3,242,435	3,815,878	4,394,769	4,979,159				
Less 5% Budgeted Revenues - Libraries and Culture					(3,177)	(20,778)	(28,788)	(29,061)	(29,337)	(29,616)	(29,897)	(30,181)	(30,468)	(30,757)	(31,050)				
Community Park Fees - Middleburg and West Clay District 1 (45%)	CC1271	FD3020			5,753	37,565	19,839	19,839	19,839	19,839	19,839	19,839	19,839	19,839	19,839	116,921	216,116		
Interest Earnings - Community Park District 1					-	55	412	406	400	394	388	381	375	369	362				
Prior Year Forward - Community Park District 1	IF_P1				-	5,465	41,204	40,604	39,997	39,385	38,768	38,144	37,514	36,879	36,237				
Less 5% Budgeted Revenues - Community Park District 1					(288)	(1,881)	(1,013)	(1,012)	(1,012)	(1,012)	(1,011)	(1,011)	(1,011)	(1,010)	(1,010)				
Community Park Fees - Orange Park, Lakeside, Fleming Island District 2	CC1272	FD3021			5,392	35,210	39,678	39,678	39,678	39,678	39,678	39,678	39,678	39,678	39,678	193,922	392,312		
Interest Earnings - Community Park District 2					-	51	386	370	354	337	321	304	287	270	252				
Prior Year Forward - Community Park District 2	IF_P2				-	5,122	38,621	37,004	35,371	33,723	32,060	30,380	28,685	26,974	25,246				
Less 5% Budgeted Revenues - Community Park District 2					(270)	(1,763)	(2,003)	(2,002)	(2,002)	(2,001)	(2,000)	(1,999)	(1,998)	(1,997)	(1,997)				
Community Park Fees - Keystone Heights, South Clay District 7 (45%)	CC1274	FD3023			1,619	10,570	19,839	19,839	19,839	19,839	19,839	19,839	19,839	19,839	19,839	89,926	189,121		
Interest Earnings - Community Park District 7					-	15	116	107	98	89	80	71	62	52	43				
Prior Year Forward - Community Park District 7	IF_P7				-	1,538	11,594	10,712	9,822	8,924	8,016	7,101	6,176	5,243	4,301				
Less 5% Budgeted Revenues - Community Park District 7					(81)	(529)	(998)	(997)	(997)	(996)	(996)	(996)	(995)	(995)	(994)				
Community Park Fees - Lake Asbury, Green Cove Springs District 4 (45%)	CC1273	FD3022			176,708	1,153,856	1,468,086	1,468,086	1,468,086	1,468,086	1,468,086	1,468,086	1,468,086	1,468,086	1,468,086	7,026,200	14,366,630		
Interest Earnings - Community Park District 4					-	1,679	12,656	12,042	11,423	10,797	10,166	9,528	8,885	8,235	7,579				
Prior Year Forward - Community Park District 4	IF_P4				-	167,873	1,265,631	1,204,250	1,142,286	1,079,733	1,016,586	952,840	888,487	823,524	757,943				
Less 5% Budgeted Revenues - Community Park District 4					(8,835)	(57,777)	(74,037)	(74,006)	(73,975)	(73,944)	(73,913)	(73,881)	(73,849)	(73,816)	(73,783)				
Community Park Fees - Branan Field, Oakleaf District 5 (45%)	CC1275	FD3024			31,249	204,044	59,517	59,517	59,517	59,517	59,517	59,517	59,517	59,517	59,517	442,112	739,697		
Interest Earnings - Community Park District 5					-	297	2,238	2,230	2,221	2,212	2,204	2,195	2,186	2,177	2,168				
Prior Year Forward - Community Park District 5	IF_P5				-	29,687	223,810	222,961	222,103	221,237	220,363	219,481	218,590	217,691	216,783				
Less 5% Budgeted Revenues - Community Park District 5					(1,562)	(10,217)	(3,088)	(3,087)	(3,087)	(3,086)	(3,086)	(3,086)	(3,085)	(3,085)	(3,084)				

Exhibit B

Clay County Capital Improvement Plan

TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE) - Expenditures																				
Project Name	Division #	Workday Account #	Object #	Funding Code	FY22-23 Proposed Budget	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total		Years 6-25	Total Project	Comments
																0	0		0	

Clay County Capital Improvement Plan

TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section II Non-Comprehensive Plan Capital Improvements																				
Project Name	Division #	Workday Account #	Fund #	Funding Code	FY22-23 Proposed Budget	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
																0	0			
																0	0			
District 1 Project (Middleburg/West Clay)	IF_P1	Future20	IF_P1				19,839	19,839	19,839	19,839	19,839	19,839	19,839	19,839	19,839	79,356	178,551			
District 2 Project (OP/Lakeside/Fleming Island)	IF_P2	Future21	IF_P2				39,678	39,678	39,678	39,678	39,678	39,678	39,678	39,678	39,678	158,712	357,102			
District 7 Project (Keystone Heights/South Clay)	IF_P7	Future22	IF_P7				19,839	19,839	19,839	19,839	19,839	19,839	19,839	19,839	19,839	79,356	178,551			
District 4 Project (Lake Asbury/GCS/SouthEast Clay)	IF_P4	Future23	IF_P4				1,468,086	1,468,086	1,468,086	1,468,086	1,468,086	1,468,086	1,468,086	1,468,086	1,468,086	5,872,344	13,212,774			
District 5 Project (Branan Field/Oakleaf)	IF_P5	Future24	IF_P5				59,517	59,517	59,517	59,517	59,517	59,517	59,517	59,517	59,517	238,068	535,653			
Regional Park - Future Phases	IF_Reg	Future25	IF_Reg								3,000,000					0	3,000,000			
Fire Station 20 - GCS	IF_FR	PRJ100190	IF_FR				2,000,000									2,000,000	2,000,000			
Fire Station 22 - Fleming Island	IF_FR	PRJ100357	IF_FR					1,500,000	1,000,000							2,500,000	2,500,000			
Fire Station 15 - Lake Asbury	IF_FR	PRJ100285	IF_FR					1,000,000	1,700,000							2,700,000	2,700,000			
Fire Station 1 - Branan Field	IF_FR	PRJ100563	IF_FR													0	0			
Fire Station 21 - Green Cove North	IF_FR	Future11	IF_FR											1,500,000	500,000	0	2,000,000			
Fire Station 16 - Penney Farms	IF_FR	Future9	IF_FR										2,000,000			0	2,000,000			
Fire Station 17 - Peoria Rd	IF_FR	Future10	IF_FR											2,000,000		0	2,000,000			
Fire Station 13 - Clay Hill	IF_FR	Future8	IF_FR													0	0			
Fire Station 5 - Middleburg West	IF_FR	Future28	IF_FR																	
E911 Consolidation Bldg/Training Facility	IF_Admin	PRJ100208	IF_Admin							1,500,000	500,000					2,000,000	2,000,000			
Sheriff Office Building	IF_CC SO	Future14	IF_CC SO							3,000,000	4,000,000					7,000,000	7,000,000			
New Jail	IF_Admin	Future13	IF_Admin											3,000,000	3,000,000	0	6,000,000			
Admin Building 3rd Floor	IF_Admin	PRJ100611	IF_Admin				500,000									500,000	500,000			
Multi Agency Warehouse	IF_Admin	PRJ100612	IF_Admin					200,000	1,300,000							1,500,000	1,500,000			
Multi Agency Warehouse	IF_FR	Future19A	IF_FR					200,000	300,000							500,000	500,000			
Multi Agency Warehouse	IF_CC SO	Future19B	IF_CC SO					200,000	300,000							500,000	500,000			
Equipment - Sheriff - Capital & Vehicles - Capacity	IF_CC SO	CCSOV	IF_CC SO				400,000	400,000	496,000	496,000	400,000	400,000	400,000	400,000	400,000	1,792,000	3,792,000			
Equipment - Public Safety - Capacity	IF_FR	CCFRV	IF_FR				258,745	100,000	800,000	314,152	400,000	200,000	150,000	750,000		1,472,897	2,972,897			
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Exhibit B

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2021/2022 through 2026/2027
Capital Funds Revenues

Revenue Sources	Fund #	Workday Fund #	Object #	FY21-22 Actuals	FY22-23 Ending Budget	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Fund Level Revenues						1	2	3	4	5	6	7	8	9	10				
Impact Fees Trans District 3	303	FD3001	324310	95,000	18,095	-	0	0	0	0	0	0	0	0	0	0	0	238,815	Impact fee continued collections before mobility fees
Interest Earnings - Impact Fee District 3 Fund	303	FD3001	361000	73,208	340,960	150,000	11,486	11,595	11,705	11,928	11,928	12,042	12,156	12,271	12,388	196,601	257,387	200,101	
Prior Year Forward - Impact Fee District 3 Fund & Contributions	303	FD3001	399002	7,320,838	7,835,944	7,060,073	1,148,557	1,159,468	1,170,483	1,181,603	1,192,828	1,204,160	1,215,599	1,227,148	1,238,806				Initial amount was transfer from Fund 305
Less 5% Budgeted Revenues - Impact Fees District 3 Fund	303	FD3001	399001	(8,410)	(17,953)	(7,500)	(574)	(580)	(585)	(591)	(596)	(602)	(608)	(614)	(619)				
Impact Fees Trans District 2	304	FD3002	324311	65,000	35,000	-	0	0	0	0	0	0	0	0	0	0	0	45,000	Impact fee continued collections before mobility fees
Interest Earnings - Impact Fee District 2 Fund	304	FD3002	361000	44,410	130,000	170,000	40,602	988	997	1,007	1,016	1,026	1,036	1,045	1,055	213,594	218,772	215,594	
Prior Year Forward - Impact Fee District 2 Fund & Contributions	304	FD3002	399002	4,440,958	4,409,354	3,898,707	4,060,207	98,779	99,717	100,665	101,621	102,586	103,561	104,545	105,538				Initial amount was transfer from Fund 305
Less 5% Budgeted Revenues - Impact Fees District 2 Fund	304	FD3002	399001	(5,470)	(8,250)	(8,500)	(2,030)	(49)	(50)	(50)	(51)	(51)	(52)	(52)	(53)				
Mobility Fees - Middleburg and West Clay District 1	312	FD3009	324301	164,200	225,000	274,000	225,000	225,000	189,020	189,020	189,020	189,020	189,020	189,020	189,020	1,102,040	2,047,140	7,635,040	Includes approximate cash collections
Interest Earnings - Mobility District 1				55	10,701	6,222	8,884	4,608	6,789	8,649	10,527	12,423	14,336	(3,732)	(1,972)	35,151	66,733		
Prior Year Forward - Mobility District 1	324321			127,812	314,366	622,157	888,367	460,755	678,882	864,901	1,052,686	1,242,256	1,433,626	(373,186)	(197,162)				
Less 5% Budgeted Revenues - Mobility District 1				(8,213)	(11,785)	(14,011)	(11,694)	(11,480)	(9,790)	(9,883)	(9,977)	(10,072)	(10,168)	(9,264)	(9,352)				
Mobility Fees - Orange Park, Lakeside, Fleming Island District 2	312	FD3011	324302	215,787	255,000	402,195	255,000	255,000	215,787	215,787	215,787	215,787	215,787	215,787	215,787	1,343,769	2,422,704		
Interest Earnings - Mobility District 2				35	1,004	7,204	11,093	13,621	16,173	18,377	20,601	22,847	25,114	7,403	9,523	66,469	151,957		
Prior Year Forward - Mobility District 2	324322			70,908	293,890	720,411	1,109,340	1,362,129	1,617,319	1,837,681	2,060,137	2,284,706	2,511,408	740,264	952,294				
Less 5% Budgeted Revenues - Mobility District 2				(10,791)	(12,800)	(20,470)	(13,305)	(13,431)	(11,598)	(11,708)	(11,819)	(11,932)	(12,045)	(11,159)	(11,265)				
Mobility Fees - Keystone Heights, South Clay District 7	312	FD3013	324303	49,951	55,000	61,161	55,000	55,000	51,510	51,510	51,510	51,510	51,510	51,510	51,510	274,181	531,731		
Interest Earnings - Mobility District 7				10	2,993	1,458	2,053	2,595	3,142	3,661	4,185	4,714	1,249	1,750	2,256	12,909	27,062		
Prior Year Forward - Mobility District 7	324324			19,557	87,926	145,794	205,282	259,482	314,197	366,117	418,529	471,440	124,853	174,974	225,570				
Less 5% Budgeted Revenues - Mobility District 7				(2,498)	(2,900)	(3,131)	(2,853)	(2,880)	(2,733)	(2,759)	(2,785)	(2,811)	(2,638)	(2,663)	(2,688)				
Mobility Fees - Lake Asbury, Green Cove Springs District 4	312	FD3012	324304	5,313,140	6,500,000	4,266,867	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	20,266,867	40,266,867		
Interest Earnings - Mobility District 4				270	328,246	125,585	150,517	22,222	980	76,998	154,461	233,396	313,830	395,793	479,313	376,301	1,953,095		
Prior Year Forward - Mobility District 4	324323			2,038,851	9,642,956	12,558,473	15,051,659	1,111,111	48,980	3,849,911	7,723,059	11,669,797	15,691,523	19,789,662	23,965,666				
Less 5% Budgeted Revenues - Mobility District 4				(265,671)	(341,412)	(219,623)	(207,526)	(201,111)	(200,049)	(203,850)	(207,723)	(211,670)	(215,692)	(219,790)	(223,966)				
Mobility Fees - Branan Field, Oakleaf District 5	312	FD3014	324305	1,618,818	2,300,000	2,011,467	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	8,011,467	15,511,467		
Interest Earnings - Mobility District 5				80	58,056	53,824	270,689	337,976	305,864	357,331	305,265	266,715	317,066	278,853	239,550	1,325,684	2,733,133	1,325,684	Adjusts as plan changes are made from FY21-22 on
Prior Year Forward - Mobility District 5	324325			1,373,631	1,705,524	5,382,383	6,767,233	8,449,388	10,195,465	11,911,036	10,175,500	8,890,502	10,568,881	9,295,094	7,985,005				
Less 5% Budgeted Revenues - Mobility District 5				(80,945)	(117,903)	(103,265)	(88,534)	(91,899)	(90,293)	(92,867)	(90,263)	(88,336)	(90,853)	(88,943)	(86,978)				
Revenue Sources	Fund #	Workday Fund #	Object #	FY21-22 Actuals	FY22-23 Ending Budget	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
Project Specific Revenue																			
Clay County Schoolboard	303	FD3001	399002		1,049,238	425,000													
Northeast Sector	306	FD3004	399002			783,245	-	-	-							783,245	783,245	783,245	Fair Share
West Sector	307	FD3005	399002			244,089	-	-	-							244,089	244,089	244,089	Fair Share
Branan Field APF Fund	309	FD3006	324220			1,968,647	-	-	-							1,968,647	1,968,647	1,968,647	Adequate Public Facility Fees
Lake Asbury APF Fund	311	FD3008	324210			637,378	-	-	-							637,378	637,378	637,378	Adequate Public Facility Fees
Sidewalk Fund	310	FD3007	324211	-	140,476	-	-	-	-							0	0	-	Sidewalk Fees
Subtotal - Other Revenue Funds				0	1,189,714	4,058,359	0	0	0	0						4,058,359	4,058,359	3,633,359	

Exhibit B

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE) - Expenditures																				
Project Name	Division #	Workday Account #	Object #	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total		Years 6-25	Total Project	Comments
Radar Road US17 to Town Center Blvd	6132	PRJ100282	303		336,412	6,054,016										6,054,016	6,054,016		6,390,428	Design FY21-22, construction FY22-23 (District 3)
CR315 Road Improvement - Willow Springs	6133	PRJ100283	303	9,435	438,037											0	0		447,472	Design FY21-22, construction FY22-23 (District 3)
CR218 Cosmos Ave to Carter Spencer	6135	PRJ100381	304	80,565	191,139											0	0		271,704	District 2
Proj #1 CR218 - Pinetree Ln. to Cosmo Ave. 4Ln.	6107	PRJ100147	304		671,761		4,000,000									4,000,000	4,000,000		4,671,761	
Proj #1 CR218 - Pinetree Ln. to Cosmo Ave. 4Ln.	6107	PRJ100147B	324321				649,802													
Proj #2 CR209 - Peters Creek south to US17 4Ln.	6108	PRJ100196	324323				1,959,832	4,883,242								6,843,074	6,843,074		6,843,074	
Proj #3A CR209 - Peters Creek to Sandridge	6101	PRJ100199	324323				3,000,000									3,000,000	3,000,000		3,000,000	
Proj #3B CR209 - Sandridge Intersection	6101	PRJ100199B	324323													0	0		0	
Proj #3B CR209 - Sandridge Intersection	6101	PRJ100199C	303																	
Proj #4 CR739B - Henley to west of CR209	6102	PRJ100200	324323				2,000,000									2,000,000	2,000,000		2,000,000	
Proj #5 CR220 - Baxley Rd. to west of Henley Rd.	6103	PRJ100201	324325			577,176										577,176	577,176		577,176	
Proj #6A FCC from Maryland Ave. to US17	6104	PRJ100202	324323			1,679,643	2,500,000									4,179,643	4,179,643		4,179,643	

Exhibit B

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE) - Expenditures																			
Proj #6B FCC from SR23 to Maryland Ave.	6105	PRJ100203	324323				8,423,707									8,423,707	8,423,707		8,423,707

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section II Non-Comprehensive Plan Capital Improvements																				
Project Name	Division #	Workday Account #	Fund #	FY21-22 Actuals	FY22-23 Ending Budget	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
The Station at Radar Road Sidewalk		PRJ100394	FD3007			36,000										36,000	36,000		36,000	Sidewalk construction
Special Districts																				
Proj #5 CR220 - Baxley Rd. to west of Henley Rd. (NE Fair Share)	6046	PRJ100201A	FD3004			783,245										783,245	783,245		983,245	Fair Share generated, going to PRJ100201
Proj #1 CR218 - Pinetree Ln. to Cosmo Ave. 4Ln. (W Fair Share)	6086	PRJ100147A	FD3005			244,089										244,089	244,089		244,089	Fair Share generated, Going to PRJ100147
Long Bay Rd Ext	6045	PRJ100279	FD3006			1,968,647										1,968,647	1,968,647		2,318,647	Adequate public facilities. Going to PRJ100279
EW 1 (NS3 to CR 209 - Block Island)	6022	PRJ100278	FD3008			206,447										206,447	206,447		210,947	Adequate public facilities, no specific project
Sidewalks - Developers	6019	PG1006	FD3007		140,476											0	0		149,698	List of projects in priority
State Road 100 - Bradford to Putnam (4 Lane)		FutureM1	324324	-	-	-	-	-	-	-		400,000				0	400,000	5,135,000	5,535,000	Putnam to Bradford
County Road 218 - Bluejay to Cosmos Av		FutureM2	324321	-	-	-	-	-	-	-			2,000,000			0	2,000,000	18,093,775	20,093,775	Blue Jay/Mallard Rd. to Cosmos Ave.
County Road 220 - College Dr to US 17		FutureM3	324322	-	-	-	-	-	-	-			2,000,000			0	2,000,000	34,825,903	36,825,903	C.R. 224 (College Dr) to U.S. 17
Verbena Parkway (4)		FutureM7		-	-	-	-	-	-	-	-					0	0	9,011,979	9,011,979	Henley Rd. to NS 3
NS 3 - County Road 209 to Sandridge		FutureM8		-	-	-	-	-	-	-						0	0	16,042,267	16,042,267	C.R. 209 to Sandridge
EW 1 - County Road 209 to NS3		FutureM9		-	-	-	-	-	-	-						0	0	10,734,356	10,734,356	C.R. 209 to NS 3
NS 1 (Feed Mill) - Sandridge to First Coast Connector		FutureM10		-	-	-	-	-	-	-						0	0	15,662,708	15,662,708	Sandridge to First Coast Connector
County Road 218 Extension		FutureM11		-	-	-	-	-	-	-						0	0	10,000,000	10,000,000	C.R. 218 to First Coast Connector
Green Cove Springs Bypass		FutureM13		-	-	-	-	-	-	-						0	0	77,763,560	77,763,560	U.S. 17 to S.R. 16
County Road 220 State Road 21 to Henley Rd		FutureM14	324325	-	-	-	-	-		3,500,000	3,000,000					3,500,000	6,500,000	24,665,953	31,165,953	S.R. 21 to Henley Rd.
Baxley Road		FutureM15	324325	-	-	-	-	-	-	-			3,000,000	3,000,000		0	6,000,000	8,333,176	14,333,176	C.R. 220 to S.R. 21
Cheswick Oaks Ave. Extension (Savannah Glen Blvd. to Challenger Dr.)		FutureM16		-	-	-	-	-	-	-						0	0	29,212,050	29,212,050	Savannah Glen Blvd. to Challenger Dr.
Branan Mill Road (aka Atlantis)		FutureM17		-	-	-	-	-	-	-						0	0	9,109,854	9,109,854	Old Jennings to Trail Ridge
Cheswick Oaks Ave. Extension (Wilford Preserve to Challenger Dr.)		FutureM18		-	-	-	-	-	-	-						0	0	4,337,123	4,337,123	Wilford Preserve to Challenger Dr.
State Road 16 Green Cove to First Coast Expressway		FutureM19		-	-	-	-	-	-	-						0	0	47,520,000	47,520,000	Green Cove Springs to FCC
State Road 16 Shands Bridge to Green Cove Springs		FutureM20		-	-	-	-	-	-	-						0	0	5,000,000	5,000,000	Green Cove Springs to Shands Bridge
State Road 21 State Road 16 to County Road 215 (Turn Lanes)		FutureM21		-	-	-	-	-	-	-						0	0	16,335,000	16,335,000	S.R. 16 to C.R. 215
County Road 315 - State Road 16 to County Road 315B		FutureM22		-	-	-	-	-	-	-						0	0	27,586,921	27,586,921	S.R. 16 to C.R. 315B
HWY 17 Multi-Use Trail (Future)		FutureM23		-	-	-	-	-	-	-						0	0	960,000	960,000	Leonard C Taylor Pkwy toward Clay-Putname county line
County Road 220 Multi-Use Trail		FutureM24		-	-	-	-	-	-	-						0	0	497,195	497,195	HWY 17 to Brookstone Dr
Leonard C Taylor Multi-Use Trail		FutureM25		-	-	-	-	-	-	-						0	0	632,833	632,833	Rio Vista Cir to Susan Dr
Cecil to Old Jennings Rd.		FutureM26		-	-	-	-	-	-	-						0	0	2,601,435	2,601,435	Duval-Clay county line to Blanding Blvd.
Middleburg & West Clay Walking and Biking Projects		FutureM27		-	-	-	-	-	-	-						0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Orange Park, Lakeside & Fleming Island Walking and Biking Projects		FutureM28		-	-	-	-	-	-	-						0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Lake Asbury & Green Cove Springs Walking and Biking Projects		FutureM29		-	-	-	-	-	-	-						0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Keystone Heights & Southwest Clay Walking and Biking Projects		FutureM30		-	-	-	-	-	-	-						0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Branan Field & Oak Leaf Walking and Biking Projects		FutureM31		-	-	-	-	-	-	-						0	0	3,000,000	3,000,000	Walking & biking infra. improvements within District
Subtotal - Impact Fee Fund\Mobility\APF Funds				90,000	1,777,825	11,549,263	22,533,341	4,883,242	0	3,500,000	3,000,000	400,000	7,000,000	3,000,000	0	42,465,846	55,865,846	389,061,088	409,903,714	

* Mobility projects divisions are each district. 6124=Middleburg & West Clay, 6125=Orange Park, Lakeside, Fleming Island, 6126=Lake Asbury & Green Cove Springs, 6127=Keystone Heights & South Clay
6128=Branan Field & Oak Leaf

Developer Funded Projects																					
Verbena Parkway - Proj #7	6126	PRJ100222	312D		831,085		8,110,781										8,110,781	8,110,781		8,941,866	Developer
NS3 and EW1 Proj #8	6126	PRJ100223	312D		920,128												0	0	8,281,154	9,201,282	Developer

Exhibit C

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2021/2022 through 2026/2027
Capital Funds Revenues

Revenue Sources	Workday Fund #	Object #	Funding Code	FY19-20 Actuals	FY20-21 Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	Five Year Project Total	Revenue Totals	Comments
Fund Level Revenues														
Interest Earnings - 2020 Bond Fund	FD3010	361000		355,021	192,657	222,597	2,254,742	1,475,000	196,493			5,126,021		Interest
Prior Year Carry Forward - 2020 Bond Fund	FD3010	399002		0	129,249,192	127,563,278	115,428,215	91,010,844	16,540,064	0				Spend down of Fund Balance
Clay County Utility Authority Project Contributions	FD3010	366000					1,501,558	1,524,395				3,025,953		
Florida Department of Transportation	FD3010	334400						1,740,169				1,740,169		
Subtotal - 2020 Bond Fund	FD3010	320		129,363,402	129,441,849	127,785,875	119,184,515	95,750,408	16,736,557	0	0			

Exhibit C

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE) - Expenditures															
Project Name	Workday Account #	Workday Fund #	Funding Code	FY19-20 Actuals	FY20-21 Actuals	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY23/24 - End Project Total		Total Project	Comments
Proj #1 CR218 - Pinetree Ln. to Cosmos Ave. 4Ln.	PRJ100147	FD3010	BP	23,294	1,407,322	2,047,155	598,755	8,695,869	4,950,946	0		13,646,815		17,723,341	CCUA paying \$424,395 in FY20-21
Proj #1 CR218 - Pinetree Ln. to Cosmos Ave. 4Ln. (CCUA)	PRJ100147B	FD3010	BP					424,395				424,395		424,395	
Proj #2 CR209 - Peters Creek south to US17 4Ln.	PRJ100196	FD3010	BP	13,599	437,017	1,134,062	2,333,595	12,801,964	6,686,706	0		19,488,670		23,406,943	
Proj #2 CR209 - Peters Creek south to US17 4Ln. (FDOT)	PRJ100196B	FD3010	BP					1,740,169				1,740,169		1,740,169	
Proj #3A CR209 - Peters Creek to Sandridge	PRJ100199	FD3010	BP	23,193	582,474	1,865,579	2,461,744	11,152,407	2,251,839	0		13,404,246		18,337,236	Projects include contingency and legal fees
Proj #3B CR209 - Sandridge Intersection	PRJ100199B	FD3010	BP					0		0	0	0		0	
Proj #4 CR739B - Henley to west of CR209	PRJ100200	FD3010	BP	23,261	656,920	1,801,469	9,289,890	14,464,117	1,797,218	0		16,261,335		28,032,875	Projects include contingency and legal fees
Proj #4 CR739B - Henley to west of CR209 (CCUA)	PRJ100200B	FD3010	BP					1,501,558		0		1,501,558		1,501,558	
Proj #5 CR220 - Baxley Rd. to west of Henley Rd.	PRJ100201	FD3010	BP	14,033	462,882	978,568	1,708,007	0		0		0		3,163,490	Projects include contingency and legal fees
Proj #6A FCC from Maryland Ave. to US17	PRJ100202	FD3010	BP	13,735	325,503	932,556	2,109,331	8,215,137	1,049,848	0		9,264,985		12,646,110	Projects include contingency and legal fees
Proj #6A FCC from Maryland Ave. to US17 (CCUA)	PRJ100202B	FD3010	BP					1,100,000	0	0		1,100,000		1,100,000	Projects include contingency and legal fees
Proj #6A FCC from Maryland Ave. to US17 (FDOT)	PRJ100202C	FD3010	BP						0	0		0		0	
Proj #6B FCC from SR23 to Maryland Ave.	PRJ100203	FD3010	BP	3,095	799,259	3,598,271	9,672,349	19,114,728	0	0		19,114,728		33,187,702	Projects include contingency and legal fees
Subtotal - 2020 Bond Fund				114,210	1,407,322	12,357,660	28,173,671	79,210,344	16,736,557	0		95,946,901	0	141,263,818	Includes proceeds and using interest earned

Exhibit D

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2021/2022 through 2026/2027
Capital Funds Revenues

Revenue Sources	Workday Fund #	FY21-22 Actuals	FY22-23 Proposed Budget	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Revenue Totals	Comments
				1	2	3	4	5	6	7	8	9	10				
Solid Waste Fund	FD4000	-		3,097,490	1,150,000	6,820,000	4,600,000	5,400,000						21,067,490	21,067,490	21,067,490	Charges for Service
Building Fund	FD1028	-	2,334,912	8,000,000	8,501,038	-	-							16,501,038	16,501,038	18,835,950	Building Fees
Public Safety \$12.50 Surcharge Expenses	FD3000	463,527												0	0	463,527	
Atlantis Drive (CCUA Funding)	PRJ100198	0												0	0	0	CCUA paying \$1,108,792 (Paid Feb FY20-21), State paying \$2,065,000
Fairgrounds Sewer Improvements	PRJ100173			645,000										645,000	645,000	645,000	
DEO Grant - NE Sports Complex	PRJ100304		200,000											0	0	200,000	
Aquarius Concourse (CCUA Funding)	PRJ100386	620,451	1,484,997											0	0	2,105,448	CCUA paid \$2,105,447 July 2022
Pickleball Courts (City of GCS Funding)	PRJ100356		15,000											0	0	15,000	City of GCS paid \$15,000 Sept 2023
Subtotal Funds		1,083,978	4,034,909	11,742,490	9,651,038	6,820,000	4,600,000	5,400,000						38,213,528		43,332,415	

Exhibit D

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE)																		
Project Name	Workday Account #	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
Subtotal Other Projects - Capital Improvement Element (CIE)		0	0	0	0	0	0	0						0	0		0	

Clay County Capital Improvement Plan
TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section II Non-Comprehensive Plan Capital Improvements																		
Project Name	Workday Account #	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Total	Years 6-25	Total Project	Comments
ENVIRONMENTAL																		
Enviro Services-Solid Waste Facilities Upgrade	PRJ100292			3,097,490	1,150,000	6,820,000	4,600,000	5,400,000						21,067,490	21,067,490		42,134,980	Funded through saved user fees in reserves
Subtotal Solid Waste Fund		0	0	3,097,490	1,150,000	6,820,000	4,600,000	5,400,000						21,067,490	21,067,490		42,134,980	
OTHER PROJECTS																		
Building Department Building	PRJ100387		2,334,912	8,000,000	8,501,038									16,501,038	16,501,038		18,835,950	Location is To Be Determined
Fairgrounds Sewer Improvements	PRJ100173			645,000										645,000	645,000		645,000	
DEO Grant - NE Sports Complex	PRJ100304		200,000											0	0		200,000	Infra. improves. \$645K from TT. Grant applied for
Aquarius Concourse (CCUA Funding)	PRJ100386	650,000	1,455,448											0	0		2,105,448	
Pickleball Courts (City of GCS Funding)	PRJ100356		15,000											0	0		15,000	City of GCS paid \$15,000 Sept 2023
Subtotal Other Projects		650,000	4,005,360	8,645,000	8,501,038	0	0	0						17,146,038	17,146,038		21,801,398	

Exhibit E

Clay County Capital Improvement Plan
TABLE 1 - Summary Report Fiscal Years 2021/2022 through 2026/2027
Capital Funds Revenues

Revenue Sources	Workday Fund #	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget	FY28-29 Proposed Budget	FY29-30 Proposed Budget	FY30-31 Proposed Budget	FY31-32 Proposed Budget	FY32-33 Proposed Budget	Five Year Project Total	Ten Year Project Total	Revenue Totals	Comments
Project Specific Revenue				1	2	3	4	5	6	7	8	9	10				
DEO Grant - NE Sports Complex	FD3003	1,414,969	1,585,031											0	0	3,000,000	Received \$1,000,000 FY21-22
State Grant - FDACS Fairgrounds Project	FD3003	27,403	153,432	729,165										729,165	729,165	910,000	FDACS State grant agreement amounts
Fairgrounds - FDACS Exhibit Hall Remodel	FD3003	75,871	424,129											0	0	500,000	FDACS State grant agreement amounts. Completed
State Grant - Oakleaf Plantation Parkway	FD3003	1,805	13,406	1,452,092	1,532,697									2,984,789	2,984,789	3,000,000	LAP agreement amounts
State Grant - CR220 - SR21 (Blanding Blvd) to Henley - (Non-Bonded)	FD3003		54,324	3,945,676										3,945,676	3,945,676	4,000,000	LAP agreement amounts
State Grant - Greenway Trail (Design)	FD3003		282,808	217,192										217,192	217,192	500,000	Grant agreement for trail design
State Grant - Greenway Trail Construction	FD3003			1,500,000										1,500,000	1,500,000	1,500,000	Grant agreement for construction
State Grant (LAP) - CR220 West of Lakeshore Drive to Old Hard Road	FD3003			35,000										35,000	35,000	35,000	LAP agreement amounts
State Grant (LAP) - CR220 Int. Impr. - Lakeshore Drive to Old Hard Road	FD3003			1,783,983										1,783,983	1,783,983	1,783,983	LAP agreement amounts. BCC approved 12/13/22
State Grant (LAP) - Doctors Inlet Elementary School	FD3003		134,821	824,288										824,288	824,288	959,109	LAP agreement amounts
State Grant - FDLE - Office of Criminal Justice - Jail Expansion Grant	FD1000		1,000,000											0	0	1,000,000	Public Safety Grant tied with ARPA Health Dept Reno
Federal Grant (LAP) - CR220-Town Center Intersection	FD3003		413,180											0	0	413,180	LAP agreement amounts
Federal Grant (LAP) - Sidewalk-CR218 Clay Elementary to Taylor Rd.	FD3003			790,798										790,798	790,798	790,798	LAP agreement amounts
Federal Grant - Ridaught Landing Drainage	FD3003	14,925	3,603	-										0	0	18,528	Agreement = \$23,523, fund 131 reimb \$16,022.75
Federal Grant - Knight Box CR220 Drainage Improvements	FD3003	35,336	67,535	-										0	0	102,871	Agreement = \$111,868, fund 131 reimb \$16,277.72
Federal Grant - Tumbleweed Dr Tanglewood Drainage Improvements	FD3003	14,562	26,545	-										0	0	41,107	FEMA agreement amounts
Federal Grant - Homestead Rd Drainage Improvements	FD3003	8,825	15,113											0	0	23,938	FEMA agreement amounts, Expires 8/31/21
Federal Grant - Greenwood Drainage Improvements	FD3003	17,946	85,851	-										0	0	103,797	Agreement = \$119,381, fund 131 reimb \$17,171.25
State Grant - Fire Station #20	FD3003													0	0	0	Grant agreement for construction
State Grant - Fire Station #24	FD3003													0	0	0	Grant agreement for construction
State Grant - Substance Abuse Recovery Center	FD3003			3,000,000										3,000,000	3,000,000	3,000,000	
State Grant - Clay County Regional Sports Complex	FD3003			1,000,000										1,000,000	1,000,000	1,000,000	Grant agreement for construction
Turn Lanes - Regional Sports Comple	FD3003			1,500,000										1,500,000	1,500,000	1,500,000	Grant agreement for design and construction
State Grant - Clay County Greenways Expansion	FD3003			1,000,000										1,000,000	1,000,000	1,000,000	Grant agreement for construction
Spencer Industrial Complex	FD3003			3,562,500										3,562,500	3,562,500	3,562,500	Design/Construction FY23-24. Grant pays \$4.75 mil. County pays 25%
Petco Love Animal Welfare Organizations (AWO)	FD3003		50,000											0	0	50,000	Received Contribution \$50,000 in May FY22-23
Federal Grant-Indigo Branch	FD3003		195,191											0	0	195,191	Hazard Mitigation Grant Program (90%)
State Grant (LAP) - CR220 (Henley Rd to Knight Boxx)	FD3003			11,593,808										11,593,808	11,593,808	11,593,808	LAP Agreement amounts. Exp. 12/31/2027
State Grant - SUNTrail Long Bay-Old Jennings to Live Oak Lane	FD3003			17,051,455										17,051,455	17,051,455	17,051,455	FDOT Agreement for Florida Shared-Use Nonmotorized Trail
Subtotal - Grants	FD3003	1,611,642	4,504,969	49,985,957	1,532,697	0	0	0	0	0	0	0	0	51,518,654	51,518,654	57,635,265	Grants agreement for consuruction

Exhibit E

TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section I Comprehensive Plan Capital Improvements - Capital Improvement Element (CIE)																		
Project Name	Workday Account #	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget						Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project	Comments
SR23 Frontage Trail Ridge	PRJ100347	1,805	265,134	1,200,364	1,532,697									2,733,061	2,733,061		3,000,000	Des FY22-24, Const FY24-25, State paying \$3,000,000 Carryover to completion, State paying \$4,000,000 LAP agreement
CR220 - SR21(Blanding Blvd) to Henley (Quad West)	PRJ100212		80,206	3,919,794										3,919,794	3,919,794		4,000,000	
CR220 (Henley Rd to Knight Boxx)	PRJ100171			11,593,808										11,593,808	11,593,808		11,593,808	
Subtotal - Grants - Capital Improvement Element (CIE)		1,805	345,340	16,713,966	1,532,697	0	0	0	0	0	0	0	0	18,246,663	18,246,663		18,593,808	

TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027

Section II Non-Comprehensive Plan Capital Improvements																		
Project Name	Workday Account #	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget						Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project	Comments
DEO Grant - NE Sports Complex	PRJ100304	1,414,969	1,585,031											0	0		3,000,000	Land Acquis & Design FY20-21, Con FY21-22, St -\$3M
Fairgrounds - FDACS Livestock Pavilion Infrastr	PRJ100302	27,403	126,029	756,568										756,568	756,568		910,000	Infrastructure Improvements - agreement Aug 2021
Fairgrounds - FDACS Exhibit Hall Remodel	PRJ100301	75,871	424,129											0	0		500,000	Renovate and carryover to completion. Grant Completed 2/2022
Greenway Trail-Jennings Park (Design)	PRJ100365		282,808	217,192										217,192	217,192		500,000	Design of trail from Live Oak LN to Jennings Park
Greenway Trail Construction	PRJ100407			1,500,000										1,500,000	1,500,000		1,500,000	Paving Live Oak Lane, parking areas, restroom facilities, trails
CR220 West of Lakeshore Drive to Old Hard Road	PRJ100395			35,000										35,000	35,000		35,000	Intersection improvement. Design FY21-22, Const FY22-23
CR220 Int. Impr. - Lakeshore Drive to Old Hard Road	PRJ100414			1,783,983										1,783,983	1,783,983		1,783,983	Intersection improvement. Const FY22-23
Sidewalk - Doctors Inlet Elementary School	PRJ100608				134,821	824,288								959,109	959,109		959,109	FDOT paying \$959,500
CR220 - Town Center Intersection	PRJ100299		413,180											0	0		413,180	Carryover to completion
Sidewalk - CR218-Clay Hill Elem to Taylor Rd.	PRJ100330			790,798										790,798	790,798		790,798	Completion in FY20-21
Ridaught Landing Drainage Improvements	PRJ100293	14,925	3,603											0	0		18,528	\$21,363.66 spent in fund 131 FY19-20, FEMA pays 75%
Knight Boxx & CR220 Drainage Improvements	PRJ100294	35,336	67,535											0	0		102,871	\$21,703.62 spent in fund 131 FY19-20, FEMA pays 75%
Tumbleweed Dr.-Tanglewood Village Drainage	PRJ100295	14,562	26,545											0	0		41,107	Complete in FY21-22, Fed pays 75%
Homestead Rd Drainage - Tanglewood	PRJ100296	8,825	15,113											0	0		23,938	Complete in FY21-22, Fed pays 75%
Greenwood Drainage Improvements	PRJ100297	17,946	85,851											0	0		103,797	\$22,895 spent in fund 131 FY19-20, FEMA pays 75%
Fairgrounds Sewer Improvements	PRJ100173	0												0	0		0	Infra. improves. \$645K from TT. Grant applied for
FDLE - Office of Criminal Justice - Jail Expansion Grant	PRJ100411		1,000,000											0	0		1,000,000	Public Safety Grant tied with ARPA Health Dept Reno
Fire Station #20	PRJ100190													0	0		0	Grant agreement for construction

Fire Station #24	PRJ100286													0	0		0	Grant agreement for construction
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Exhibit E

TABLE 2 - Summary Report Fiscal Years 2021/2022 through 2026/2027																		
Section II Non-Comprehensive Plan Capital Improvements																		
Project Name	Workday Account #	FY21-22 Actuals	FY22-23 UnAudited Actuals	FY23-24 Proposed Budget	FY24-25 Proposed Budget	FY25-26 Proposed Budget	FY26-27 Proposed Budget	FY27-28 Proposed Budget						Five Year Project Total	Ten Year Project Total	Years 6-25	Total Project	Comments
Substance Abuse Recovery Center	PRJ100564			3,000,000										3,000,000	3,000,000		3,000,000	
Clay County Regional Sports Complex	PRJ100304			1,000,000										1,000,000	1,000,000		1,000,000	Grant agreement for construction
Turn Lanes - Regional Sports Comple	PRJ100469			1,500,000										1,500,000	1,500,000		1,500,000	Grant agreement for design and construction
Clay County Greenways Expansion	PRJ100560			1,000,000										1,000,000	1,000,000		1,000,000	Grant agreement for construction
Spencer Industrial Complex	PRJ100561			3,562,500										3,562,500	3,562,500		3,562,500	Design/Construction FY23-24. Grant pays \$4.75 mil. County pays 25%
Petco Love Animal Welfare Organizations (AWO)	PRJ100210		50,000	0										0	0		50,000	added to PRJ100210 Design
Indigo Branch (HMPG)	PRJ100450			196,740										196,740	196,740		196,740	Hazard Mitigation Grant Program (90%)
SUNTrail Long Bay-Old Jennings to Live Oak Lane	PRJ100653			17,051,455										17,051,455	17,051,455		17,051,455	FDOT agreement exp. 6/30/26.
Subtotal - Grants - Non-Comprehensive Capital Improvements		1,609,837	4,079,824	32,394,236	134,821	824,288	0	0	0	0	0	0	0	33,353,345	33,353,345		39,043,006	
Total All Grants														51,600,008	51,600,008			
Difference Between Revenue and Expense														81,354	81,354			

Exhibit E
American Rescue Plan Act (ARPA) Spending Plan
EXPENDITURES FY21-22 THROUGH FY24-25

American Rescue Plan Revenues									
Revenue Sources	ARPA Code	Workday Account #	Fund #	FY21-22 Audited Actuals	FY22-23 Unaudited Actuals	FY23-24 Current Budget	FY24-25 Proposed Budget	Remaining	Comments
Subtotal American Rescue Plan Fund			FD1054	42,500,000	37,574,795	24,557,636	2,029,371	536,995	Fund Balance Adjustments
Interest Earning - American Rescue Plan Fund				82,229	1,494,162	964,000			
Subtotal - American Rescue Plan Fund				42,582,229	39,068,957	25,521,636	2,029,371		

American Rescue Plan Expenditures									
Project Name	ARPA Code	Workday Account #	Fund #	Actual FY 21-22	FY22-23 Ending Budget	FY23-24 Proposed Budget	FY24-25 Proposed Budget	Total Project	Comments
Storm Water/Infrastructure Study	PRJ100368	PRJ100368	FD1054	15,540	196,047	1,067,072		1,278,659	To be completed FY23-24
Indigo Branch Drainage	PRJ100369	PRJ100369	FD1054					0	
Pine Ridge Project	PRJ100370	PRJ100370	FD1054		665,871			665,871	Project complete
Park - Twin Lakes Pickleball	PRJ100419	PRJ100419	FD1054		159,022			159,022	Project complete
Park - Island Forest Playground	PRJ100420	PRJ100420	FD1054			47,729		47,729	Project complete
Park - WE Varnes - Playground	PRJ100421	PRJ100421	FD1054			118,828		118,828	Project complete
Park - WE Varnes - Pickleball	PRJ100422	PRJ100422	FD1054		174,422			174,422	Project complete
Park - Walter Odum Park Drainage Improvements	PRJ100423	PRJ100423	FD1054			1,376,094		1,376,094	947k. Eng. Estimate. Out to be bid Feb
Park - Eagle Harbor Drainage Improvements	PRJ100424	PRJ100424	FD1054			900,000		900,000	no plans.30% behind on this. \$500k in general f
Park - Carl Pugh Drainage Improvements	PRJ100425	PRJ100425	FD1054			0		0	Project can not be completed in time
Park - Ronnie Van Zant Erosion Control & Stabilization	PRJ100426	PRJ100426	FD1054			757,349		757,349	Awaiting approval
Park - Ronnie Van Zant Dock Replacement	PRJ100427	PRJ100427	FD1054					0	
Storm Water Improvements-Grove Park Dr E & Grove Park Lane	PRJ100428	PRJ100428	FD1054		484,595			484,595	Project complete
Habitat Drainage	PRJ100429	PRJ100429	FD1054		85,925			85,925	Project complete
Care Connect Information Network	PRJ100430	PRJ100430	FD1054		50,000	50,000		100,000	To be completed in FY23-24
Jail Improvements/Conversion	PRJ100331	PRJ100331	FD1054	248,400	19,310	2,980,314	1,492,376	4,740,400	To be completed in Dec FY24-25
CCSO Jail Air Handlers Replacement	PRJ100443	PRJ100443	FD1054		321,833	386,167		708,000	To be completed in FY23-24
Purchase Of Rescue Units	ARPA6	ARPA6	FD1054		1,165,060	300,000		1,465,060	To be completed in FY23-24
Health Department Renovation	PRJ100334	PRJ100334	FD1054	102,005	3,214,851	2,866,883		6,183,739	completed by april
Countywide Storm Water Improvements	PRJ100332	PRJ100332	FD1054			97,727		97,727	Distributing to drainage
Drainage - Hagans Court	PRJ100332A		FD1054		62,088			62,088	Project complete
Drainage - Hibernia Forest Drive	PRJ100332B		FD1054		106,035			106,035	Project complete
Drainage - Live Oak Lane	PRJ100332C		FD1054		77,022			77,022	Project complete
Drainage - Botany Street	PRJ100431	PRJ100431	FD1054		162,739			162,739	Project complete
Drainage - Honeysuckle Circle	PRJ100332D		FD1054		105,830			105,830	Project complete
Drainage - Morningside at Aletha	PRJ100332E	PRJ100332	FD1054		58,387			58,387	Project complete
Drainage - Olde Sutton Parke Drive	PRJ100434	PRJ100434	FD1054		111,520			111,520	Project complete
Drainage - Scorpio Lane	PRJ100435	PRJ100435	FD1054		181,016			181,016	Project complete
Drainage - Morningside Drive and Acorn Manor	PRJ100436	PRJ100436	FD1054		75,909			75,909	Project complete
Drainage - Henley Road	PRJ100437	PRJ100437	FD1054		454,178			454,178	Project complete

Capital

\$ 159,022
\$ 47,729
\$ 118,828
\$ 174,422
\$ 1,376,094
\$ 900,000
\$ -
\$ 757,349
\$ -

American Rescue Plan Expenditures									
Project Name	ARPA Code	Workday Account #	Fund #	FY21-22 Audited Actuals	FY22-23 Unaudited Actuals	FY23-24 Current Budget	FY24-25 Proposed Budget	Total Project	Comments
Drainage - Oak Drive South	PRJ100438	PRJ100438	FD1054		183,654			183,654	Project Complete
Drainage - Industrial Loop	PRJ100439	PRJ100439	FD1054		317,525			317,525	Project Complete
Drainage - Acorn Chase Drive	PRJ100442	PRJ100442	FD1054		178,093			178,093	Project Complete
Filmore Street Drainage Improvements	PRJ100448	PRJ100448	FD1054		305,449			305,449	Project Complete
Drainage - 620 Arthur Moore Drive	PRJ100453	PRJ100453	FD1054		133,624			133,624	Project Complete
Acorn Chase Lining Improvements	PRJ100461	PRJ100461	FD1054			120,845		120,845	To be completed FY23-24. Awaiting WO approval
Harbor Island DR and Starboard Ct Stormwater Improvements	PRJ100462	PRJ100462	FD1054			767,311		767,311	To be completed FY23-24. Awaiting WO approval
Panda Ave Stormwater Improvements	PRJ100463	PRJ100463	FD1054		85,773	256,502		342,275	To be completed FY23-24
Drainage - Kiowa Avenue	PRJ100455	PRJ100455	FD1054		82	192,892		192,974	To be completed FY23-24
Drainage - Mesquite Avenue	PRJ100456	PRJ100456	FD1054		82	361,621		361,703	To be completed FY23-24
Drainage - Tanglewood Boulevard (ARPA)	PRJ100457	PRJ100457	FD1054		82	196,449		196,531	To be completed FY23-24
Timberline Drive	ARPA35	ARPA35	FD1054					0	
Robert Paine Street and William Ellery Street	ARPA36	ARPA36	FD1054					0	
Silverado Stormwater Improvements	ARPA37	ARPA37	FD1054					0	
Laurel Drive Stormwater Improvements	ARPA38	ARPA38	FD1054					0	
Drainage - Silverado Circle	PRJ100596	PRJ100596	FD1054			158,220		158,220	To be completed FY23-24. Awaiting WO approval
Drainage - Sandy Hollow	PRJ100618	PRJ100618	FD1054			637,908		637,908	To be completed FY23-24. Awaiting WO approval
Apopka Drive Stormwater Improvements	PRJ100644	PRJ100644	FD1054			121,879		121,879	To be completed FY23-24
Henley Road Drainage - ARPA	PRJ100658	PRJ100658	FD1054			159,762		159,762	To be completed FY23-24
Richards Road-part of Indigo Branch			FD1054			475,339		475,339	Awaiting approval
Broadband Project	PRJ100333	PRJ100333	FD1054	1,000,000		1,000,000		2,000,000	To be completed FY23-24
Refund County Based Health Plan	PRJ100336	PRJ100336	FD1054	1,954,907	534,607			2,489,514	To be completed FY23-24
Keystone Lakes Projects	ARPA11	ARPA11	FD1054			200,000		200,000	\$ 200,000
Constitutional Requests	ARPA12	ARPA12	FD1054		97,054			97,054	
Clerk's Office - Workday	ARPA13	ARPA13	FD1054	656,889	468,258			1,125,147	Project Complete
Clerk's Office - Email Security Upgrade	PRJ100655	PRJ100655	FD1054			37,266		37,266	To be completed FY23-24
Clerk's Office - VPN	ARPA15	ARPA15	FD1054					0	
Clerk's Office - Network Switches	PRJ100454	PRJ100454	FD1054		289,855	18,890		308,745	Project Complete
Clerk's Office - Office 365	PRJ100451	PRJ100451	FD1054		80,309			80,309	Project Complete
Clerk's Office - Cohesity Backup	PRJ100655	PRJ100655	FD1054			157,066		157,066	Waiting on quotes
Clerk's Office - Server Room UPS	PRJ100467	PRJ100467	FD1054		46,711			46,711	Project Complete
Clerk's Office - Fortinet AP Co-term	PRJ100657	PRJ100657	FD1054			5,939		5,939	Waiting on quotes
Clerk's Office - Ipads for Check In	ARPA21	ARPA21	FD1054					0	
Clerk's Office - Laptops and Cameras	ARPA22	ARPA22	FD1054			45,000		45,000	Waiting on quotes
Clerk's Office - Website Enhancement	ARPA23	ARPA23	FD1054					0	
Network Infrastructure Replacement	PRJ100441	PRJ100441	FD1054		191,899	308,101		500,000	Cyber Security Enhancements
Mental Health Counselor	PRJ100446	PRJ100446	FD1054		52,673			52,673	Project Complete
Physical Security Enhancements	PRJ100452	PRJ100452	FD1054		53,500	81,657		135,157	EOC/Cameras/Etc. Libraries and admin (new PRJ)
Courthouse Camera and Security	ARPA26	ARPA26	FD1054		863,257	331,084		1,194,341	Cameras/Security/WIFI (also Clerk Request)
Administrative Expenses	ARPA27	ARPA27	FD1054	279,693	297,616	25,000		602,309	Admin expenses and College Drive Rental.
Community Programs - SBDC until 2024	ARPA28	ARPA28	FD1054	150,000				150,000	Fully executed.
Community Programs - Workforce Housing Subsidy	ARPA29	ARPA29	FD1054	600,000	80,000			680,000	Fully executed. Urban Land Institute
Community Programs	PRJ100432	PRJ100432	FD1054		207,142	583,336		790,478	monies all used.
Smart North Florida	ARPA31	ARPA31	FD1054		130,780			130,780	Project Complete
DEO Grant - NE Sports Complex	PRJ100304	PRJ100304	FD1054		1,977,442	1,121,810		3,099,252	Project to be completed FY23-24
Multi Factor Authentication Implementation	PRJ100464	PRJ100464	FD1054		4,193	102,950		107,143	To be completed FY23-24
Way Free Clinic - Mobile Medical	PRJ100567	PRJ100567	FD1054			300,000		300,000	
Way Free Clinic	PRJ100630	PRJ100630	FD1054			250,000		250,000	
Clay County Development Authority (CCDA) College Drive Property	PRJ100584	PRJ100584	FD1054			0		0	Moved to way free
Neptune Park - Phase II - Multi-purpse fields	PRJ100355	PRJ100355	FD1054			80,000		80,000	To be completed FY23-24
Studio Setup at EOC	PRJ100585	PRJ100585	FD1054			25,000		25,000	
Crosswalk at Thunderbolt School - 4 way stop	PRJ100586	PRJ100586	FD1054			50,000		50,000	In house design completed in April
CR220 Int. Impr. - Lakeshore Drive to Old Hard Road	PRJ100414	PRJ100414	FD1054			1,049,276		1,049,276	Bids came in high

American Rescue Plan Expenditures									
Project Name	ARPA Code	Workday Account #	Fund #	FY21-22 Audited Actuals	FY22-23 Unaudited Actuals	FY23-24 Current Budget	FY24-25 Proposed Budget	Total Project	Comments
Fire Station 15 (partial property)	PRJ100587	PRJ100587	FD1054					0	
Fire Station 20 Green Cove Springs	PRJ100190	PRJ100190	FD1054			1,000,000		1,000,000	
Library on the Go	PRJ100588	PRJ100588	FD1054					0	
Park on the Go	PRJ100589	PRJ100589	FD1054					0	
Williams Park Boat Ramp	PRJ100590	PRJ100590	FD1054					0	
Veterans Park (Feasibility Study and Site Plan)	PRJ100591	PRJ100591	FD1054			175,000		175,000	
Septic to Sewer Plan - County Wide	PRJ100592	PRJ100592	FD1054			300,000		300,000	To be completed FY23-24
Proj #3B CR209 - Sandridge Intersection	PRJ100199	PRJ100199	FD1054			1,847,999		1,847,999	
GRAND TOTAL				5,007,434	14,511,321	23,492,265	1,492,376	44,503,396	

\$

-

\$

-

\$

-

\$

-

\$

175,000

\$

300,000

\$

1,847,999

\$

10,359,971

GR010019 - Expires 12/31/2024

Budget Amendment: FY23-24 - Clay County Annual Operational Budget on 04/04/2024 : Amendment-00001226									
Description		Aligns CIP and grant funding for the substance abuse center, OPEP, intersection improvements and fire stations..							
Budget Amendment Entries									
Period	*Ledger Account/Summary	*Fund	*Cost Center	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo
FY23-24 Year (FY 23-24)	511000:Salaries and Pay	FD1000 General Fund	CC1233 All Grants Organization	Regular Salaries (512000)		Grant: GR010089 Clay County Overdose Prevention & Education Program Project: PRJ100401 Overdose Prevention and Education Program	\$36,624.00	\$0.00	Adjustment for staff changes.
FY23-24 Year (FY 23-24)	511000:Salaries and Pay	FD1000 General Fund	CC1233 All Grants Organization	Overtime (514000)		Grant: GR010089 Clay County Overdose Prevention & Education Program Project: PRJ100401 Overdose Prevention and Education Program	\$5,000.00	\$0.00	Adjustment for staff changes.
FY23-24 Year (FY 23-24)	521000:Benefits	FD1000 General Fund	CC1233 All Grants Organization	FICA Taxes (521000)		Grant: GR010089 Clay County Overdose Prevention & Education Program Project: PRJ100401 Overdose Prevention and Education Program	\$2,181.00	\$0.00	Adjustment for staff changes.
FY23-24 Year (FY 23-24)	521000:Benefits	FD1000 General Fund	CC1233 All Grants Organization	Retirement Contributions (522000)		Grant: GR010089 Clay County Overdose Prevention & Education Program Project: PRJ100401 Overdose Prevention and Education Program	\$4,350.00	\$0.00	Adjustment for staff changes.
FY23-24 Year (FY 23-24)	523000:Insurance Payments	FD1000 General Fund	CC1233 All Grants Organization	Health Insurance (523000)		Grant: GR010089 Clay County Overdose Prevention & Education Program Project: PRJ100401 Overdose Prevention and Education Program	\$20,000.00	\$0.00	Adjustment for staff changes.
FY23-24 Year (FY 23-24)	523000:Insurance Payments	FD1000 General Fund	CC1233 All Grants Organization	Life Insurance (523100)		Grant: GR010089 Clay County Overdose Prevention & Education Program Project: PRJ100401 Overdose Prevention and Education Program	\$42.00	\$0.00	Adjustment for staff changes.
FY23-24 Year (FY 23-24)	523000:Insurance Payments	FD1000 General Fund	CC1233 All Grants Organization	Dental Insurance (523200)		Grant: GR010089 Clay County Overdose Prevention & Education Program Project: PRJ100401 Overdose Prevention and Education Program	\$20.00	\$0.00	Adjustment for staff changes.

Period	*Ledger Account/Summary	*Fund	*Cost Center	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo
FY23-24 Year (FY 23-24)	549000:Other Current Charges	FD1000 General Fund	CC1233 All Grants Organization	Indirect Cost Charges (549500)		Grant: GR010089 Clay County Overdose Prevention & Education Program Project: PRJ100401 Overdose Prevention and Education Program	\$13,790.00	\$0.00	Adjustment for staff changes.
FY23-24 Year (FY 23-24)	549000:Other Current Charges	FD1000 General Fund	CC1258 Benefits	Public Risk Insurance Deductible (549103)			\$50,000.00		For a health issue settlement.
FY23-24 Year (FY 23-24)	599100:Reserve - Contingency	FD1000 General Fund	CC9999 All Reserve Roll Up	Reserve - Contingency (599100)			\$0.00	\$132,007.00	Reserve adjustment to balance fund.
						FUND TOTAL	\$132,007.00	\$132,007.00	
FY23-24 Year (FY 23-24)	552000:Operating Supplies	FD1054 American Rescue Plan Fund	CC1233 All Grants Organization	Operating Supplies (552000)		Grant: GR010019 Coronavirus Local Fiscal Recovery Fund (American Rescue Plan) Award Project: PRJ100319 American Rescue Projects	\$0.00	\$799,276.00	Project adjustment reallocating funds
FY23-24 Year (FY 23-24)	563000:Infrastructure Expense	FD1054 American Rescue Plan Fund	CC1233 All Grants Organization	Infrastructure (563000)		Grant: GR010019 Coronavirus Local Fiscal Recovery Fund (American Rescue Plan) Award Project: PRJ100414 LAP - CR220 Intersection Improvements - Lakeshore Dr. to Old Hard Rd.	\$799,276.00	\$0.00	Project increase to meet contract.
						FUND TOTAL	\$799,276.00	\$799,276.00	
FY23-24 Year (FY 23-24)	334600:State Grant - Human Services	FD1066 Opioid Settlement Fund	CC1233 All Grants Organization		State Grants - Human Services (334600)	Grant: GR010150 Substance Use Disorder Recovery Center Project: PRJ100564 Substance Abuse Recovery Center	\$0.00	\$3,000,000.00	Budget associated with recently accepted agreement.
FY23-24 Year (FY 23-24)	562000:Buildings - Expense	FD1066 Opioid Settlement Fund	CC1233 All Grants Organization	Buildings (562000)		Grant: GR010150 Substance Use Disorder Recovery Center Project: PRJ100564 Substance Abuse Recovery Center	\$3,000,000.00	\$0.00	Budget associated with recently accepted agreement.
FY23-24 Year (FY 23-24)	562000:Buildings - Expense	FD1066 Opioid Settlement Fund	CC1287 Opioid Settlement	Buildings (562000)			\$250,000.00	\$0.00	County portion for architecture costs.
FY23-24 Year (FY 23-24)	599300:Reserve - Unassigned	FD1066 Opioid Settlement Fund	CC9999 All Reserve Roll Up	Reserve - Unassigned (599300)			\$0.00	\$250,000.00	Reserve adjustment to balance fund.
						FUND TOTAL	\$3,250,000.00	\$3,250,000.00	
FY23-24 Year (FY 23-24)	563000:Infrastructure Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element	Infrastructure (563000)		Project: PRJ100197 CR220 Resurfacing Restoration And Rehabilitation Swim Pen Creek	\$0.00	\$451,699.00	Component reduction to move to Lakeshore/Old Hard intersection project.
FY23-24 Year (FY 23-24)	562000:Buildings - Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element	Buildings (562000)		Project: PRJ100286 Fire Station 24 - Virginia Village	\$0.00	\$750,000.00	Project reduction for funds not yet received.
FY23-24 Year (FY 23-24)	562000:Buildings - Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element	Buildings (562000)		Project: PRJ100190 Station 20 Green Cove Springs	\$0.00	\$750,000.00	Project reduction for funds not yet received.
FY23-24 Year (FY 23-24)	563000:Infrastructure Expense	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC1232 Non Capital Improvement Element	Infrastructure (563000)		Project: PRJ100414 LAP - CR220 Intersection Improvements - Lakeshore Dr. to Old Hard Rd.	\$383,166.00	\$0.00	Project increase to meet contract.
FY23-24 Year (FY 23-24)	599800:Reserve For Capital Improvements	FD3003 Capital Improvement Plan (CIP) Projects Fund	CC9999 All Reserve Roll Up	Reserve For Capital Improvements (599800)			\$1,568,533.00	\$0.00	Reserve adjustment to balance fund.
						FUND TOTAL	\$1,951,699.00	\$1,951,699.00	



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of the Phase 2 Construction Agreement with Ajax Building Company, LLC for the Construction of Fire Station 20 at the guaranteed maximum price (GMP) of \$11,648,151.00 with a substantial completion date of May 30, 2025. Final completion to be achieved no later than 30 days of the County's approval of the punch list.

Funding Sources:

American Rescue Plan Fund - Station 20 Green Cove Springs - Buildings

Impact Fee-Fire and Rescue Facilities Fund - Station 20 Green Cove Springs - Buildings

Capital Improvement Plan Fund - Station 20 Green Cove Springs - Buildings

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This is for the construction of the new Fire Station 20 which is located at the intersection of Idlewood Avenue and Southwest Street in Green Cove Springs. Funding for this project is dependent on the approval of the resolution amending the Non-Capital Improvement Element of the Capital Improvement Plan.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Sources:

American Rescue Plan Fund - Station 20 Green Cove Springs - Buildings

Impact Fee-Fire and Rescue Facilities Fund - Station 20 Green Cove Springs - Buildings

Capital Improvement Plan Fund - Station 20 Green Cove Springs - Buildings

Account No's:

FD1054-PRJ100190-CC1233-562000 \$1,000,000.00
FD3016-PRJ100190-CC1267-562000 \$2,000,000.00 (FY24-25)
FD3003-PRJ100190-CC1232-562000 \$8,648,151.00

<u>Sole Source (Yes\No):</u>	<u>Advanced Payment</u>
No	<u>(Yes\No):</u>
	No

ATTACHMENTS:

Description	Type	Upload Date	File Name
▫ Contracts CMAR Ajax	Agreement/Contract	4/8/2024	CMAR_Public_Safety_ Phase_2_FS20_24.04- 2ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/2/2024 - 4:07 PM	Item Pushed to Agenda

**PHASE 2 CONSTRUCTION MANAGEMENT AT RISK (CMAR) CONSTRUCTION
AGREEMENT FOR PUBLIC SAFETY FACILITIES –
CLAY COUNTY FIRE STATION 20**

This Phase 2 Construction Management at Risk (CMAR) Construction Agreement for Public Safety Facilities – Clay County Fire Station 20 (“Agreement”) is entered into this 9th day of April, 2024 (“Effective Date”) and is between Ajax Building Company, LLC, a Florida Limited Liability Company, a Florida Profit Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County previously entered into an agreement with Dasher Hurst Architects, P.A. (“Consultant”) wherein the Consultant agreed to provide professional architectural and engineering design and construction administration services related to the design of public safety facilities and fire stations in Clay County, including, but not limited to the design of a new Fire Station 20 for the County; and

WHEREAS, the County issued a Request for Qualifications, RFQ No. 22/23-47 (“RFQ”), to solicit and engage a contractor to serve as the Construction Manager at Risk (“CMAR”) to provide design phase assistance, develop an open book Guaranteed Maximum Price (“GMP”) for the construction of individual public safety facilities, and complete construction of each public safety facility wherein the GMP is accepted by the County; and

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

WHEREAS, the County evaluated and ranked the proposals submitted, and the County awarded the RFQ to the Contractor based on the Contractor’s Response and approved ranking; and

WHEREAS, on September 12, 2023, the County and the Contractor entered into the Preconstruction Master Agreement for Construction Management at Risk (CMAR) Services for Public Safety Facilities, Clay County Agreement/Contract No.: 2022/2023-306 (“Phase 1 Agreement”), wherein the Contractor agreed to serve as the CMAR for individual public safety facility projects which are assigned by the County to the Contractor on an as needed and as requested basis upon execution of a Task Order during the term of the Phase 1 Agreement; and

WHEREAS, in accordance with the Phase 1 Agreement, a separate Phase 2 Construction agreement will be issued by the County to the Contractor for each open book GMP and contract time accepted by the County for an assigned project; and

WHEREAS, on January 19, 2024, the County and the Contractor entered into a Task Order in accordance with the Phase 1 Agreement to secure Phase 1 preconstruction CMAR services for the Fire Station 20 Project to include the Contractor’s design phase assistance and

collaboration with the Consultant to develop an open book GMP proposal and contract time for the construction of Fire Station 20; and

WHEREAS, the Consultant has prepared a set of contract documents/plans including 100% design plans, specifications, supporting engineering analysis, calculations, and other technical documents for the construction of Fire Station 20 (“Contract Plans”); and

WHEREAS, the Contractor has collaborated with the Consultant to develop an open book GMP proposal tied to a completion date for the construction of Fire Station 20 which has been submitted to the County for review and approval; and

WHEREAS, the County has accepted the open book GMP developed by the Contractor and hereby awards Phase 2 construction of Fire Station 20 to the Contractor by entry into this Agreement; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ, the Contractor’s Response, and the Contract Plans apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement, and the Contractor desires to provide the requested services to the County subject to the terms and conditions contained 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. THE PROJECT

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) This Agreement will address Phase 2 construction to be performed by the Contractor for the new Clay County Fire Station 20. The Contractor shall furnish and deliver all material and equipment and perform all the work and labor required to construct the new Clay County Fire Station 20 located at the intersection of Idlewood Avenue and South West Street in Green Cove Springs, Florida in accordance with the Contract Plans to include associated site work and utilities (the “Project”).
- (c) For purposes of the Project, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Daniel Loos, Construction Manager for the County, or designee.

SECTION 2. SCOPE OF WORK

- (a) The scope of work to be performed and provided by the Contractor for the Project is set forth in the RFQ Scope of Work attached hereto as **Attachment A**, the Contractor’s GMP

Proposal, dated 04/01/2024, attached hereto as **Attachment B**, and the Contract Plans prepared by the Consultant which are incorporated herein by reference. The term “Work” means the scope of work to be provided and services rendered, whether completed or partially completed, or labor, supplies, materials, equipment and the like constructed, delivered or installed under this Agreement.

(b) In providing the Work, the Contractor must:

1. Be familiar with the Work, deadlines, requirements, and the conditions under which the Work is to be completed.
2. As further defined by the GMP Proposal dated 04/01/2024, manage all costs associated with the Project to ensure that the total project cost does not exceed the approved GMP Amount and approved modifications as allowed by this Agreement. This includes, but is not limited to, direct labor costs, materials, subcontractor costs, and any other expenses directly related to the performance of the Work identified in this Agreement.
3. Coordinate the receipt of all authorizations, licenses, permits and approvals from all local, state and federal agencies, and their respective governing bodies and regulatory agencies, necessary to proceed with the Project.
4. Coordinate work days and hours with the Project Manager.
5. Coordinate all necessary inspections with the Project Manager.
6. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the County.

(c) The GMP Proposal includes a project schedule prepared by the Contractor which provides a detailed critical path method project schedule showing the Contractor’s plan and strategy for the construction and completion of the Project by the Substantial and Final Completion Dates (“Project Schedule”). The Project Schedule shall be maintained by the Contractor with input from the County. The Project Schedule may otherwise be updated as necessary, but the Contractor shall not make material changes which increase the Substantial 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. The Contractor is and shall remain responsible for the planning and execution of the Work in order to meet the Substantial and Final Completion Dates.

(d) The Contractor must meet with the Project Manager on a regular basis as arranged by the parties to review the status of the Work, the progress of the Project, upcoming critical activities, and overall performance. In addition to the regular meetings, the Contractor must also provide to the Project Manager thorough and accurate monthly progress reports or as otherwise agreed by the parties detailing the status of the Project and overall progress of the Work in accordance with the Project Schedule, identifying forecasted Work to be performed, and timeframe of the Work.

(e) Punch List. Promptly upon the achievement of Substantial Completion of the Project, the Contractor shall submit written notice thereof to the Project Manager with a copy of said notice to the Consultant. Within approximately 5 business days following the service of such notice or as otherwise agreed to by the parties, the Contractor, the Project Manager and the Consultant, as may be requested by the County, shall meet to inspect the Project for the purpose of developing a single written list of items and the estimated cost to complete each item on the list required to render the Project complete, satisfactory, and acceptable in accordance with Section 218.735(7), Florida Statutes (“Punch List”). The Contractor shall prepare the Punch List and, within approximately 5 business days following the inspection, shall deliver a copy to the Project Manager and Consultant. The Project Manager shall have approximately 5 business days to review the Punch List as submitted by the Contractor and to notify the Contractor in writing whether the Punch List is approved or disputed. Any disputed items shall be identified with reasonable specificity. If items are disputed, within approximately 5 business days thereafter, the Contractor, the Project Manager and the Consultant, as may be requested by the County, shall meet for the purpose of working in good faith to resolve such dispute. Within approximately 2 business days thereafter, the Contractor shall deliver to the Project Manager and the Consultant a revised Punch List reflecting the resolution of the disputed items. Within approximately 2 business days following receipt thereof, the Project Manager shall review the revised Punch List and notify the Contractor in writing whether such revised Punch List is approved. The process for completing and approving the Punch List and any revision thereto shall be completed within 30 calendar days after Substantial Completion has been achieved. Upon receipt of the County’s notice approving the Punch List, as the same may be revised, the Contractor shall have 30 calendar days, or as otherwise agreed to by the parties, to complete the items identified therein. The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of the Contractor to complete all of the Work under the Agreement. All items that require correction under the Agreement which are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor.

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

(g) The Contractor shall perform the Work 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 Contractor 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, statutes, and regulations applicable to the Work performed under this Agreement. Any reference in this Agreement to a particular law, statute, rule, or regulation in no

way implies that no other law, statute, rule, or regulation applies. Any related material violation of these laws, statutes, 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 Contractor as outlined herein.

(i) The parties agree that the County shall retain the absolute right to eliminate any or all Work associated with the Project without penalty or liability for any claims for unearned or for anticipated overhead or profits related to Contractor's unperformed Work at the time of elimination. Costs incurred by Contractor or its subcontractors for Work performed in preparation for such Work prior to notice of elimination will be paid by the County in accordance with this Agreement.

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

SECTION 3. ADDITIONAL WORK AND FEES

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

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 Contractor agrees to timely perform all Work as provided for in this Agreement.

(b) The Contractor shall achieve Substantial Completion of the Project no later than May 30, 2025 ("Substantial Completion Date"). As used herein, Substantial Completion shall mean the achievement of beneficial occupancy or use of the Project. The Contractor shall achieve Final Completion of the Project no later than 30 calendar days from receipt of the County's notice approving the Punch List as described in Section 2 (e) ("Final Completion Date"). As used herein, Final Completion shall mean when all Work has been completed and the Contractor has fulfilled all contractual obligations under this Agreement, including the Punch List items, final inspections, and completion of the items addressed under final payment. The Substantial and Final Completion Dates shall be extended only upon subsequent written agreement of the parties.

(c) Upon the effective date of termination or expiration of the Agreement, the Contractor shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, calculations, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Contractor, provided to the Contractor by the County, and/or prepared or developed by the Contractor or by any subconsultant or subcontractor on behalf of the County

and for which the Contractor has been paid to provide and perform the Work required to produce such documents. The Contractor 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, electronic and/or physical copies. The Contractor shall also require that all subconsultants or subcontractors hired or otherwise engaged by the Contractor to provide Work in connection with this Agreement agree in writing to be bound by this provision.

SECTION 5. PAYMENT FOR WORK

(a) The County agrees to pay the Contractor for the Work performed for the Project in accordance with the terms of this Agreement. This Agreement establishes a GMP of **11,648,151.00** ("GMP Amount") for all Work performed under the scope of this Agreement. The Contractor agrees to complete all Work in accordance with this Agreement without exceeding the established GMP Amount. The GMP Amount includes the Work performed by the Contractor and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, costs, and any other expenses associated with the Contractor's performance of the Work to complete the Project. Contractor's overhead, profit, General Conditions wages, labor burden, insurances, bonds, and other items identified as lump-sum within the GMP Proposal shall be billed as lump-sum. Subcontracts, materials, equipment, supplies, permits, and all other costs associated with Contractor's performance of the Work shall be billed as reimbursable cost of the work, but within the limitations of the GMP Proposal and GMP Amount, subject to modification as allowed by this Agreement.

(b) Should the Contractor anticipate that the Project costs may exceed the GMP Amount, the Contractor must immediately notify the Project Manager in writing. This notification must include a detailed explanation of the potential cost overrun, including the reasons for such overrun and proposed measures to mitigate additional costs. Any requested changes to the GMP Amount must be submitted by the Contractor to the County in accordance with Section 6 Change Orders. No additional costs exceeding the GMP Amount will be incurred without the prior written approval of the County. Any approved additional costs will be made a part of this Agreement by a written amendment.

(c) Payments are to be made by the County to the Contractor on a monthly basis upon presentation of an Invoice submitted to the County on a monthly basis in accordance with Section 6.

(d) Whenever any change or combination of changes in the Work results in an increase or decrease in the original descriptions or quantities set forth in the GMP Proposal, and the work added or eliminated is of the same general character and quantity as that shown on the original scope of work, the Contractor shall accept payment in full at the original description prices for the actual quantities of Work performed.

(e) The Contractor acknowledges that the County is exempt from sales tax and may wish to generate sales tax savings for the Project. The County reserves the right to make Owner Direct Purchases (ODP) of various construction materials and equipment. The Contractor agrees to fully cooperate with the County to maximize ODP and identify such potential cost and sales tax

savings to the County and shall provide such potential savings opportunities to the Project Manager. The GMP Amount shall be adjusted to account for any direct purchases by the County and credited to reflect the amount of tax savings. Before final payment, a final reconciliation of the County's direct purchases against the GMP Amount will be performed, and the Contractor will prepare any related deductive Change Orders for the County's review and execution.

(f) The alternate services identified in the GMP Proposal are not included in the GMP Amount. If the County wishes to add any of the alternate services to the Project, such alternate service(s) must be mutually agreeable between the parties and be made a part of this Agreement by a written amendment at the rates/fees reflected in the GMP Proposal.

(g) The GMP Amount includes Allowances and Contingency fees. The Contractor agrees that utilization of any such Allowances or Contingencies in connection with this Agreement requires PRIOR WRITTEN CONSENT from the Project Manager.

SECTION 6. PAYMENT PROCEDURES

(a) 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 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 with a copy to the Project Manager. All payments will be governed by the Act, which provides for payment of a proper invoice within 25 business days after the date the Invoice is stamped as received.

(b) The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Work 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 total value of the Work rendered for the Project to the date of the Invoice based on the lump sum allocations set forth in the GMP Proposal less an amount retained, less requests previously submitted and payments made, and in no event shall payment exceed the GMP Amount. The amount retained shall be determined in accordance with Section 218.735, Florida Statutes, as follows:

1. The County may withhold from each monthly and/or progress payment due to be made to the Contractor under the Agreement an amount not to exceed 5 percent of said payment.
2. Within 20 business days after the Punch List is created, the Contractor may submit a payment request for all retainage previously withheld by the County less an amount equal to 150 percent of the estimated cost to complete the items on the Punch List.

3. Upon completion of all items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the County. If a good faith dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to the Agreement, the County may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

(d) Invoices shall be signed by the Contractor and must include the following information and items:

1. The Contractor'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 of the Work covered by the Invoice.
5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date.
6. Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Work completion.
7. The Contractor must provide any additional documents, certificates, 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 Section, 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 Work as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor 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 the Contractor is needed to make the Invoice proper. If an Invoice is rejected by the County as set forth herein and the Contractor submits an Invoice that corrects the deficiency, the corrected Invoice must be paid or rejected within 10 business days after the date the corrected Invoice is stamped as received.

(f) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from

the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(g) The parties will attempt to settle any payment dispute arising under this Section 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 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the 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 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager. Any undisputed payments shall be paid in accordance with the Act.

(h) Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Work have received their pro rata share of previous periodic payments to the Contractor for all Work completed and materials supplied. This certification shall be in the form designated by the County and in conformance with Florida Statutes. The Contractor shall within 10 days of receipt of payment, including progress payments, pay all subcontractors and suppliers performing any of the Work or supplying any of the materials with respect to the Work their pro rata shares of the payment for all Work completed and materials supplied. The term "subcontractor", as used herein, shall mean a person(s) or firm(s) that enters into a contract with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Work for which partial payment has been made by the County, and work done under equipment rental contracts.

(i) Final Payment. Subsequent to completion of the Work and prior to final payment, final accounting of the total amount of all payments shall be provided by the Contractor. Utilizing the final accounting of costs and the Contractor's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment is to be made subject to the County agreeing with the final accounting of cost and payment of Work of the Contractor. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection. The County retains the right to recover damages for the recovery of defective or deficient Work not discovered by County at the time of final inspection. It is understood and agreed to by the parties that final payment is not due and payable and the County shall not be obligated to remit final payment under the Agreement until the following items have been completed and/or submitted to and approved by the County in proper form and substance:

1. Final accounting addressed above;
2. Completion of the Punch List;
3. Final acceptance by the County of the Project;
4. As-Built plans (if applicable);
5. Releases of Liens or equivalent proof of payments to subcontractors and suppliers;
6. Contractor's warranty and any warranties from third parties; and
7. Certificate of Final Payment.

(j) It is agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Work done or material furnished under this Agreement.

SECTION 7. 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 be used when necessary to clarify the Work, to provide for a change in the Work, to provide for an adjustment to the GMP Amount, to provide for a time extension, to settle contract claims, to provide for unforeseen circumstances, and to make the Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Contractor 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. 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 work or services covered by a Change Order shall be performed nor payment made unless the County has executed an approval of the Change Order. If such authorization is not previously given, the Contractor 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 by either party. Approved Change Orders will be made a part of this Agreement by a written amendment.

(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 Contractor under circumstances or conditions attributable to the Contractor.

SECTION 8. INSURANCE AND BONDS

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

1. Commercial General Liability

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

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

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

2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor 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 Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

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

4. Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total Project value, including soft costs, with a deductible of no more than \$25,000 each claim. Named Windstorm Deductibles, if any, must be disclosed to the County. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Waiver of Occupancy Clause Endorsement, which will enable the County to occupy the property/structure under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment
- LEG2 Coverage or equivalent

For installation of property and/or equipment, Builder's Risk Installation insurance must be provided to include coverage for materials or equipment stored at the Project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

The Property Coverage (Builder's Risk) policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the County as a loss payee. Additionally, the County shall be named as an Additional Insured for its interest in the property/structure and for any materials purchased directly by the County. This insurance shall remain in effect until the work is completed and the property has been accepted by the County.

5. 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.

6. Umbrella/Excess Insurance

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor 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 Contractor. Prior to commencement of the Work, the Contractor 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, Professional and Employer's Liability, shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The

certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

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

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor 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 Contractor 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 Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

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

(g) It is the Contractor’s responsibility to ensure that all independent contractors and subcontractors comply with the insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the requirements stated herein, excepting Professional Liability Coverage. Any and all deficiencies are the responsibility of the Contractor.

(h) The Contractor agrees to furnish a sufficient and satisfactory Performance Bond and Payment Bond in the sum of not less than 100% of the GMP Amount as security for the faithful performance and payment of all of the Contractor’s obligations under the Agreement. These Bonds shall remain in effect until one year after the date when final payment hereunder becomes due, except as provided otherwise by laws or regulations, or by specific provisions of the Agreement. All Bonds 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 the Contractor commencing any Work, the Contractor shall cause the Bonds required herein to be recorded in the public records of the County with the Clay County Clerk of Court and Comptroller at the Contractor’s sole expense, and shall deliver a certified copy of the recorded Bonds to the County’s Purchasing Department. Performance and Payment Bonds must be increased in accordance with any Change Order increases on the Project.

(i) In addition to all other rights and remedies which the County may have under this Agreement, under the Bonds, and under applicable principles of law or equity, the County shall have the right to recover the full amount of the Bond(s) in the event the Contractor 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 Bonds, 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.

SECTION 9. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

(b) The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 10. DEFAULT AND TERMINATION

(a) Default by Contractor. If the Contractor 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 this Agreement; fails to perform or begin Work on time or as directed by the Project Manager; fails to comply with the Project Schedule; fails to perform the Work with sufficient and/or properly skilled workmen or with sufficient materials or equipment; performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Work, or fails to resume Work which has been discontinued within a reasonable time after notice to do so; fails to make payment to subcontractors or suppliers in accordance with the Agreement or in accordance with the respective agreements between the Contractor and the subcontractors or suppliers; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Work 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, which must be cured immediately, the Contractor 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 Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor 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 Contractor 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 Contractor'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 Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, costs, and any other expenses incurred due to this action. If it is determined that the Contractor 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 Contractor), 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 Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Work satisfactorily performed up to receipt of the notice of termination, together with any retainage withheld, and including reasonable costs to demobilize and any costs to terminate agreements in place for the work, and thereafter until the date of termination, the Contractor shall be paid only for such Work as is specifically authorized in writing by the County.

(d) Unless directed differently in the notice of termination, the Contractor 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 Contractor 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. The Contractor must also deliver to the County all documents as set forth above in the Term Section.

(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 Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Work 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, pandemic, epidemic, government mandated shutdowns, 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 Contractor may request a reasonable extension of time for performance of its Work.

SECTION 11. LIQUIDATED DAMAGES

(a) The Contractor must adhere to the Substantial Completion Date for the Project as provided herein. In the event the Project is not fully completed by the Substantial Completion Date, a liquidated damage amount will be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.

(b) 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 the Contractor's Work is not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete its Work so the Project is completed by the Substantial Completion Date. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Project, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and enhance the delivery of valuable services to the public.

(c) Should the Contractor fail to complete the Project by the Substantial Completion Date, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of \$500 per calendar day for each and every day after the scheduled Substantial Completion Date for the Project until substantial completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until substantial completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, for which the Contractor has delivered to the County prior written notice describing the delay and its cause,

unless such delay is due to the Contractor'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 the Contractor and for which the Contractor has delivered to the County prior written notice describing the delay and its cause; and (c) delays caused by and directly attributable to any event of Force Majeure for which the Contractor has delivered to the County prior written notice describing the delay and its cause. The Substantial Completion Date for the Project shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding, including any extensions authorized by an approved Change Order.

(d) Permitting the Contractor to continue and to finish the Project after the expiration of the time allowed, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.

(e) The parties agree that, although such liquidated damages are difficult to ascertain, the above amount has been agreed upon by the parties as the reasonable approximation of the amount of damages the County would suffer due to the Contractor's breach as addressed above. The County's decision to recover liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.

(f) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 12. AUTHORITY TO SUSPEND WORK

(a) 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, budgetary constraints, conditions which are considered unfavorable for the prosecution of the Work, or if the County is prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of the County. In the event of any such suspension, the Contractor shall not be entitled to make or assert a claim for damage by reason of said delay, but time for completion of the Project will be extended to such reasonable time as the County may determine and will be set forth in writing. The Contractor shall be paid for all Work rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. The suspension or delay of Work, regardless of whether caused by the actions or inactions of the County, does not give rise to any claim by the Contractor against the County.

SECTION 13. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY

(a) The Contractor shall maintain a safe and secure worksite for the duration of the Work. The Contractor shall maintain all areas in a neat and presentable condition. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work to include establishing barricades, fencing, or any other

means necessary to protect the public during the Work and secure all equipment, tools, and related materials.

(b) The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, and shrubbery 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 work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Work on or around such property. When adjacent property is affected or endangered by any Work done under this Agreement, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property.

(c) In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County Representative and/or 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 the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor 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 County Representative and/or Project Manager, provided that such property has not been damaged as a result from the performance of the Work or through fault of the Contractor, its employees or agents.

SECTION 14. AUDIT OF CONTRACTOR'S RECORDS

(a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Contractor and any of its subcontractors shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Work, and the Contractor must make the records available upon request. Any costs identified in the GMP Proposal as lump sum or stipulated rates (including, but not limited to, wage, labor burden, bonds, insurances, OH&P, etc.) shall not be subject to audit provided no statutory requirement provides for audit verification.

(b) All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(c) Failure of the Contractor or any of its subcontractors 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.

(d) The Contractor must require that each of its subcontractors will provide access to the subcontractor's records pertaining to the Work upon request by the County.

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

SECTION 15. 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 16. APPROPRIATED FUNDS

(a) 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.

SECTION 17. SCRUTINIZED COMPANIES CERTIFICATION

(a) 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 this 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.

SECTION 18. E-VERIFY REQUIREMENT

(a) 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 Section is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

SECTION 19. 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 (1) when delivered by hand, (2) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (3) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Ajax Building Company, LLC
1080 Commerce Boulevard
Midway, FL 32343
Attention: Appling Wells, Vice President of
Operations
Copy to: Lon Neuman, Operations Manager

If to the County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Daniel Loos, 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 20. PUBLIC RECORDS

(a) 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:

1. Keep and maintain public records required by the County to perform the Work 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 Contractor 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 Contractor or keep and maintain public records required by the County to perform the Work. 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.

(b) The Contractor'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 Contractor.

(c) 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:

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 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.
2. 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.
3. 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.

SECTION 21. SUBCONTRACTORS

(a) The Contractor shall obtain prior written authorization from the County for the utilization of any subcontractors in connection with the Work to be performed under this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County. Should the County object to the use of any subcontractor, the Contractor shall replace the subcontractor with an approved subcontractor. Any cost associated with the replacement can be submitted as a Change Order.

(b) Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.

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

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

(e) 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 22. WARRANTIES AND REPRESENTATIONS

(a) The Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. The Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. The Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.

(b) BY ENTRY INTO THIS AGREEMENT, THE CONTRACTOR SHALL BE DEEMED TO HAVE WARRANTED TO THE COUNTY, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT WITH EACH OTHER, PRACTICAL, FEASIBLE AND CONSTRUCTABLE. FURTHER, THE CONTRACTOR SHALL BE DEEMED TO HAVE WARRANTED TO THE COUNTY THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTABLE WITHIN THE PROPOSED CONTRACT TIME.

(c) The Contractor binds itself to use such materials and to so construct the Work and improvements of the Project that same will be and remain in good repair and condition and free from any defects that will impair its usefulness for a period of 2 years after the Final Completion Date and acceptance by the County. Should the Work and improvements become defective, at any time during this period, in the reasonable and good faith judgment of the County, whose judgment shall be final and conclusive, then the County shall provide written notice to the Contractor to repair such Work and improvements or portions thereof, or to reconstruct the Work and improvements or portions thereof and put same in satisfactory and good condition. The Contractor shall promptly comply therewith at its sole expense. Nothing in this Agreement is intended to make the Contractor responsible for design of the Project including defects in design.

(d) The County reserves the right should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

(e) All material, equipment, manufacturer, or other special warranties required by the Agreement or applicable to the Work shall be transferable to, or issued in the name of the County, and provide the warranty period.

(f) 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.

(g) Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement. Nothing herein shall diminish any original manufacturer's warranties.

SECTION 23. WASTE AND HAZARDOUS MATERIAL DISPOSAL

(a) The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris or waste generated by the Work, including, but not limited to, any hazardous materials, all at no additional cost to the County, and in accordance with federal, state, and local laws and ordinances.

SECTION 24. PUBLIC ENTITIES CRIMES

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

(b) By signing this Agreement, the Contractor 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 Contractor 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 Contractor has been placed on the convicted vendor list.

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

SECTION 25. NON-DISCRIMINATION

(a) The Contractor 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.

(b) The Contractor 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 26. SUSPENSION AND DEBARMENT

(a) By execution of this Agreement, the Contractor 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 27. 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 28. NO ASSIGNMENT

(a) The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 29. 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 30. CONFLICT OF INTEREST

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

SECTION 31. AMENDMENT OR MODIFICATION OF AGREEMENT

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

SECTION 32. 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 33. REMEDIES

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

SECTION 34. GOVERNING LAW AND VENUE

(a) The County and Contractor 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 35. ATTORNEYS' FEES

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's

claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 36. 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 37. 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 38. 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 39. COUNTERPARTS

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

SECTION 40. ATTACHMENTS

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

Attachment A: RFQ Scope of Work

Attachment B: GMP Proposal, dated 04/01/2024

SECTION 41. ENTIRE AGREEMENT

(a) This Agreement represents the entire agreement between the parties for the provision of the Work. This Agreement incorporates and includes all prior negotiations, correspondence,

conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document.

SECTION 42. AUTHORITY

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

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

AJAX BUILDING COMPANY, LLC

By: _____
William P. Byrne
Chief Executive Officer

**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 (County) is requesting Statements of Qualifications from interested and qualified Contractors offering to provide design phase assistance and complete construction services with a Guaranteed Maximum Price (GMP) for the construction of Public Safety Facilities. The Contractor is required to participate with the selected Design Firm and provide a cost estimate at 60% and 90% until a GMP is accepted by the County. Compensation for developing GMP will be negotiated before the Construction Contract is awarded. The selection of the CMAR Contractor will be based upon criteria outlined herein under Evaluation of Proposals. The County's Agreement with the selected Contractor will be a job-specific Contract for CMAR services for each project. The successful proposer will hereinafter be referred to as the "Contractor" or "CMAR."

The County expects the Contractor to work with the selected Design Firm during the design phase of each individual project to cohesively develop a GMP for the County's approval. A Phase I Contract will be issued for developing the GMP and preconstruction services. A separate Contract will be issued for Phase II upon acceptance of the GMP for construction. During the design phase, the Contractor will collaborate with the County and the selected Design Firm. While working as a team the County, the selected Contractor, and the Design Firm will all comprise the Project Team. The Contractor will work with the Project Team to minimize construction costs and reduce the overall schedule of each project. The Project Team will develop an open book GMP proposal for the construction phase of each individual project.

3.2. County Selected Design Firm

The County has contracted with Dasher Hurst Architects, P.A. to serve as the Design Firm. Dasher Hurst Architects, P. A. is directed by a single point of contact from the County. Dasher Hurst Architects, P.A. will provide a variety of services including, but not limited to:

- Prepare cost estimates and preliminary construction schedule estimates for traditional construction bid projects;
- Development of complete the solicitation document and/or assist with the CMAR approach;
- Review of questions during the solicitation, and preparation of addenda;
- A comprehensive evaluation of bid responses and/or GMP, to assist with the preparation of recommendations for award;
- Provide limited construction supervision/administration/management.

3.3. Anticipated Types of Projects include, but are not limited to:

- Demolition of Structures;
- Renovation and Remodeling of Current Fire Stations;
- Public Safety Training Facilities;

- Public Safety Warehouse Storage.

3.4. Possible Projects may include the following:

- Public Safety/Sheriff Training Facility
- Fire Station 15 - Lake Asbury
- Fire Station 20 - Green Cove Springs
- Fire Station 22 - Fleming Island
- Fire Station 24 - Virginia Village
- Burn Building
- E911 Consolidation Building

3.5. Scope

1) General Description – Scope of Work:

- A. The CMAR will serve as the owners' representative and work with the Design Firm. The County will require the CMAR to provide pre-construction services such as the production of budget estimates, value engineering, analysis of the design documents for constructability, coordination, detailing, materials, and systems, and development of a GMP proposal based on 100% Construction Documents.
- B. The County expects the Contractor to work with the Design Firm during the design phase to cohesively develop a GMP for the County's approval. A Phase I Contract will be issued for developing the GMP and preconstruction services. A Contract Amendment will be issued for Phase II upon acceptance of the GMP for construction.
- C. The cost of the work for each individual project will include all costs related to completing the work, including a proposed percentage fee for overhead and profit, which will be negotiated within the not-to-exceed percentage for the project. The CMAR will be required to seek competitive bids for all subcontracted work and materials, which will be included as part of the GMP. The County Purchasing Department will work closely with the CMAR to establish a procedure to be used for soliciting and selecting Subcontractors as well as material suppliers.
- D. Proposers shall be capable of obtaining and providing performance and payment bonds for each individual project prior to the start of work.
- E. A letter documenting bonding capacity from a Surety shall be submitted in the response to this RFQ. Not submitting a letter confirming bonding capacity may result in your proposal being deemed non-responsive and disqualified.
- F. Each of the buildings will be constructed in an order to be determined based on site and budget availability.

- G. Proposers should have significant CMAR experience with fire stations, fire training facilities, and other public safety facilities.
- H. Secure and pay for all required permits
- I. Each individual project will require a two (2) year warranty unless a longer manufacturer Warranty/Guarantee time is given. Warranty will begin from the date of final acceptance.

2) Preconstruction Work Scope:

- A. Meetings. CMAR will attend Project Team meetings with the County and the Design Firm at regularly scheduled intervals throughout the Preconstruction Phase. According to the phase, frequent (weekly/bi-weekly) Project Team meetings are anticipated prior to the County's acceptance of the GMP.
- B. Timeline. CMAR will prepare an estimating and permitting timeline outlining the tasks required during the Preconstruction phase.
- C. Estimates/Estimating. CMAR will prepare an updated estimate based on drawings and specifications within (30) calendar days of receipt of such per individual project permits. The Estimate will be a summary of general conditions, general requirements, insurances, bonds, fees, costs of the work and actual Subcontractor proposals tabulated with detailed scope completeness and accuracy, along with assumptions and qualifications.
- D. Value Analysis and Constructability. Concurrent with each estimate, CMAR will submit a detailed list of value engineering options, complete with estimated costs and schedule impacts. CMAR shall also provide the County with continual input addressing constructability, availability of materials and qualified trades for specialized systems, comparative cost/benefit analyses for various building systems, construction means and methods, and budget/schedule impact as specific phases of the overall designs are developed in order to ensure the development and completion of Contract Documents within the budget and schedule limitations.
- E. Subcontractor Bid Package & Procurement. CMAR will develop comprehensive bid packages for each construction trade during the GMP Subcontractor bidding. The County Purchasing Department shall coordinate an open book review to determine the requirements and approved process for retrieving quotes from Subcontractors, used by the CMAR for noticing, accepting, and awarding Subcontracts for each trade. CMAR is encouraged to consider local area businesses, identify long-lead delivering materials and equipment; identify qualified Contractors and Subcontractors.

3) Construction Work Scope

- A. Following the negotiation of a GMP and execution of a Construction Services Agreement, the Construction Manager shall become the General Contractor and manage all facets of construction as agreed to in the Construction Services Agreement.

- B. Secure and pay for all required permits.
- C. Successfully complete the Project in accordance with the Construction Contract Documents and within the GMP.
- D. Provide and maintain adequate staff to oversee and manage the construction throughout the construction phase of these projects and provide a construction team for each site.
- E. Successfully complete the construction within the approved construction schedule.
- F. Comply with the CMAR Contract documents and its general conditions
Select Subcontractors for goods and services that bring quality, economic benefits, and value engineering to the County.

3.6. Owner Direct Purchases

The County is exempt from sales tax and may wish to generate sales tax savings for the Project. The County reserves the right to make Owner Direct Purchases (ODP) of various construction materials and equipment. Upon acceptance of the GMP, the CMAR shall prepare a list of proposed items that may be desirable for ODP. Proposed items will be items that are purchased in a single order from a single Contractor with a value greater than \$10,000. Items selected by the County for ODP will be coordinated through the CMAR. The CMAR shall provide written quotations from Contractors selected by the CMAR or the CMAR's Subcontractors for purchase order generation by the County. The CMAR will allow two (2) weeks for the execution of all such purchase orders by the County. The CMAR shall utilize its best efforts to cooperate with the County in implementing this sales tax savings program in order to maximize cost savings for the Project. The CMAR will generate deductive Change Orders under the Contract for the amounts of ODP, inclusive of sales taxes. With respect to all ODP performed by the County, the CMAR will remain responsible for coordinating, ordering, inspecting, accepting deliveries, storing, securing, handling, installing, warranting, and quality control for all purchases. All fees associated with this process will be considered as part of the Construction Management Fees.

3.7. Additional Requirements

In the event any part of this project is to be funded by federal, state, or other local agency monies, the Contractor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including the full application of requirements involving the use of minority Contractors, women's business enterprises, and labor surplus area Contractors. Contractors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements. All work must be performed in accordance with applicable Federal, State, and Local regulations.

3.8. Additional Services

If the County and/or awarded Contractor identifies any additional services to be provided by Contractor 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 Contractor.

3.9. Performance Evaluation

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

3.10. Cancellation of Contract

If the awarded Contractor fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions, and specifications established in this Request for Bid, the County reserves the right to cancel the awarded Contract upon thirty (30) day written notice to the Contractor.

3.11. Selection Criteria / Evaluation Committee

The 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 RFQ shall be awarded to the most qualified Bidder that meets all requirements of the RFQ. Bidders are encouraged to arrange their Bids in a format that will offer a 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 that the Contractor is a joint venture, it will be assumed the Contractor shown on the transmittal will be the primary with whom the County would enter into a Contract.

ATTACHMENT B

GMP PROPOSAL

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024



AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

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GMP Cost Report:

EXECUTIVE SUMMARY

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

EXECUTIVE SUMMARY

Ajax Building Company, LLC is pleased to present this Guaranteed Maximum Price (GMP) Proposal for the Clay Fire Station #20 for consideration by the Clay County Board of County Commissioners. This GMP Proposal will recap the status of the project through the end of the GMP Phase and will provide cost reports, schedule, and other project information to be utilized by the project team as the project moves forward. This GMP Proposal, upon acceptance by the Clay County Board of County Commissioners, is intended to serve as the basis for an Amendment to the CM Contract, adding the construction phase activities to the current contract.

Project Description

The project consists of a 18,847 square foot fire station to be located along Idlewild Avenue. The building will include a 5-bay vehicle apparatus bay, bunk rooms, kitchen, and offices. The building's shell consists of Split Face concrete masonry units and steel columns/beams. The roof is comprised of wood trusses and Standing Seam metal roof panels. Includes all site development consisting of demolition of existing structures and installation of new pond, asphalt and concrete paving, and all utilities required to support this new facility.

Guaranteed Maximum Price (GMP)

Ajax Building Company, LLC is confident that the GMP costs included herein are representative of the proposed scope of work depicted in the GMP Documents. The work included in the GMP Proposal is based upon the List of Documents included in Section II of this proposal as amended by, 1) the Clarifications, Qualifications, and Assumptions, 2) the accepted Value Engineering and Budget Options, and 3) the Allowance Schedule, contained in Sections III and IV of this proposal.

The Base Bid GMP Proposal for the Clay County Fire Station #20 totals **\$11,648,151**

In addition to the Base Bid GMP Proposal, Ajax Building Company, LLC has provided pricing for various Alternates in Section IV-F of this proposal for consideration by the Clay County Board of County Commissioners. Currently, none of these Alternates are included within the Base Bid GMP Proposal. The following is a summary of the Alternates:

- Alternate No. 1 – Increase monument size add LED signage Add \$67,077

Project Schedule

The project schedule included within this proposal is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of thirteen (13) months for the construction phase of the project.

The following contractual dates are incorporated into the CM Contract via this GMP Proposal.

- Substantial Completion May 30, 2025
- Final Completion June 27, 2025

The following additional Milestone Dates are anticipated within the project schedule in order to achieve the contractual dates listed above.

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

- | | |
|--|-------------------|
| ▪ Mobilization / Start of Construction | May 30, 2024 |
| ▪ Top-Out of Building Structure | November 30, 2024 |
| ▪ Building Dry-In | January 24, 2025 |
| ▪ Permanent Power | March 3, 2025 |
| ▪ Owner Occupancy | June 30, 2025 |

In order for construction activities to commence on May 30, 2024 as scheduled, the following contractual activities will need to be completed as indicated.

- | | |
|----------------------------------|----------------|
| ▪ GMP Negotiations Complete | March 29, 2024 |
| ▪ CM Contract Amendment Executed | April 10, 2024 |
| ▪ All Required Permits Issued | May 22, 2024 |
| ▪ Notice to Proceed Issued | April 11, 2024 |

In order to expedite the project start-up activities, the Design Team, the Construction Manager and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.

GMP Cost Report:

LIST OF DOCUMENTS

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

LIST OF DOCUMENTS

The work included in this GMP Proposal is based upon the List of Documents immediately following this narrative subject to amendments by 1) the Clarifications, Qualifications, and Assumptions, 2) the accepted Value Engineering and Budget Options, and 3) the Allowance Schedule, contained in Sections III and IV of this proposal.

The List of Documents includes the:

- Contract Drawings
- Project Specifications
- Addenda Issued by the Architect / Engineer
- Pre-Bid Requests for Information (Pre-Bid RFI's)
- Other Documents (As Listed)
- Bid Packages and Bid Package Addenda

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

CONTRACT DRAWINGS

Entitled 100% Construction Documents dated 11/10/2023

See attached drawings index.



Ajax Building Company, LLC

Printed on Mon Mar 25, 2024 at 09:25 am EDT

Job #: 50000213 Clay County Fire Station #20

Addendum #1 - Permit Comments (12/15/23)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A100	ARCH. SITE PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A100a	ARCH SITE PLAN W AERIAL	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A101	Floor Plan	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A101a	LEVEL ONE PLAN - COLOR	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A102	FLOOR PLAN - DIMS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A103	FLOOR PLAN - FINISHES	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A104	ROOF PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A111	LEVEL ONE RCP	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A200	EXTERIOR PERSPECTIVE VIEWS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A201	ELEVATIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A202	ELEVATIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A203	ELEVATIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A301	BUILDING SECTIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A302	BUILDING SECTIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A311	WALL SECTIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A312	WALL SECTIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A313	WALL SECTIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A314	WALL SECTIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A401	ENLARGED PLANS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A402	TOWER SECTIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments



Ajax Building Company, LLC

Printed on Mon Mar 25, 2024 at 09:25 am EDT

Job #: 50000213 Clay County Fire Station #20

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					(12/15/23)
A403	ENLARGED PLANS & 3D	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A501	MISC EXT DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A502	DETAILS - ROOFING	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A503	DETAILS - ROOFING	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A504	MISC EXT DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A505	MISC EXT DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A601	FINISH SCHEDULE & LEGEND	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A602	DOOR SCHEDULE	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A603	GLAZING SCHEDULE	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A604	DOOR & WINDOW DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A605	DOOR & WINDOW DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A700	INTERIOR PERSPECTIVES	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A701	INTERIOR ELEVATIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A702	INTERIOR ELEVATIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A703	INTERIOR ELEVATIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A704	INTERIOR ELEVATIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A801	MILLWORK DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A802	MILLWORK DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A803	MILLWORK DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
A804	INTERIOR DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
G000	COVER SHEET	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
G001	PROJECT INFO	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Civil					
1 OF 1.	GRAVITY SEWER SERVICE DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
1 OF 1..	STANDARD WATER AND SEWER SYSTEM TECHNICAL SPECIFICATIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
2 2	STANDARD RECLAIMED WATER SYSTEM SYSTEMS SECIFICATIONS & DETAILS	1	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
2 of 2	STANDARD RE SYSTEM SPECIFICATIONS & DETAILS	1	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C00	Existing Conditions Survey	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C0.0	Civil Cover Sheet	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C1.0	GENERAL NOTES	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C2.0	GENERAL NOTES	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C3.0	DEMOLITION NOTES & LEGEND	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C4.0	PRE DEVELOPMENT DRAINAGE PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C5.0	POST DEVELOPMENT DRAINAGE PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C6.0	DEMOLITION PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C7.0	GEOMETRY AND PAVING PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C8.0	GRADING AND DRAINAGE	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C9.0	UTILITY PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C10.0	CONSTRUCTION DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C11.0	CONSTRUCTION DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C12.0	CONSTRUCTION DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C13.0	CONSTRUCTION DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C14.0	CHAIN LINK FENCE DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C15.0	MAINTENANCE OF TRAFFIC PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C16.0	STORMWATER POLLUTION PREVENTION PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)



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C17.0	EROSION AND SEDIMENT CONTROL DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C18.0	NPDES DETAIL SHEET #1	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
C19.0	NPDES DETAIL SHEET #2	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
OF	STANDARD SEWER SYSTEM DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
Electrical					
E001	PHOTOMETRIC SITE PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
E100	ELECTRICAL SITE PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
E101	LIGHTING PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
E102	ELECTRICAL PWR/COMM PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
E103	FIRE ALARM PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
E104	LIGHTNING PROTECTION SYSTEM	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
E105	ELECTRICAL POWER RISER	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
E106	PANEL SCHEDULES	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
E107	FIRE ALARM RISER & A-O CRITERIA	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
E108	ELECTRICAL DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
E109	ELECTRICAL DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
Fire Protection					
FP101	FIRE PROTECTION "A to M" PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
General					
G002	ADA CLEARANCES	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
G003	PARTITION SCHEDULE	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
G100	CODE ANALYSIS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
G101	LEVEL ONE - LIFE SAFETY PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
Landscape					



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
1 of 1	Standard Water Service Details	0	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
L1.1	LANDSCAPE PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
L2.1	LANDSCAPE DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
L2.2	LANDSCAPE SPECIFICATIONS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
Mechanical					
M101A	HVAC FLOOR PLAN - AREA "A"	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
M101B	HVAC FLOOR PLAN - AREA "B"	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
M101C	HVAC FLOOR PLAN - AREA "C"	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
M102	HVAC ROOF PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
M201	HVAC SCHEDULE & LEGEND	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
M202	HVAC SCHEDULE	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
M203	HVAC DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
M204	HVAC DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
M301	KITCHEN HOOD DRAWINGS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
M302	KITCHEN HOOD DRAWINGS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
M303	KITCHEN HOOD DRAWINGS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
M304	KITCHEN HOOD DRAWINGS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
M305	KITCHEN HOOD DRAWINGS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
Plumbing					
P101	PLUMBING FLOOR PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
P102	PLUMBING ROOF PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
P201	ENLARGED PLUMBING PLANS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
P301	PLUMBING RISER DIAGRAMS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)



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P302	PLUMBING RISER DIAGRAMS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
P401	LEGEND, SCHEDULES & MISC. DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
P402	MISC. DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
Structural					
S001	GENERAL NOTES	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S002	GENERAL NOTES	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S003	SCHEDULES	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S004	WIND PRESSURE DIAGRAMS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S101	FOUNDATION & SLAB PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S102	TOWER FRAMING PLANS	1	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S201	ROOF FRAMING PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S401	FOUNDATION SECTIONS & DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S402	FOUNDATION SECTIONS & DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S403	FOUNDATION SECTIONS & DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S404	FOUNDATION SECTIONS & DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S501	FRAMING SECTIONS & DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S601	FRAMING SECTIONS & DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S602	FRAMING SECTIONS & DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S603	FRAMING SECTIONS & DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
S604	FRAMING SECTIONS & DETAILS	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
Telecommunications					
T101	COMM SYSTEMS PLAN	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)
T201	COMM SYS DETAILS & NOTES	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
T202	COMM SYS DETAILS & NOTES	2	11/10/2023	11/10/2023	Addendum #1 - Permit Comments (12/15/23)

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

PROJECT SPECIFICATIONS

Entitled 100% Construction Documents dated 11/10/2023

See attached specification index.



Ajax Building Company, LLC

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Job #: 50000213 Clay County Fire Station #20

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00100	General Requirements	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
000110	Table of Contents	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
00320	Geotechnical Data	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
01 - General Requirements					
01100	Owner Furnished Items	0	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
01290	PAYMENT PROCEDURES	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
01310	PROJECT MANAGEMENT AND COORDINATION	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
01320	Construction Progress Documentation	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
01330	Submittal Procedures	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
01631	Substitution Request Form	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
01770	Closeout Procedures	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
01781	Warranties	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
01782	Operations And Maintenance Data	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
01783	Project Record Documents	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
01790	Demonstration And Training	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
01813	LEED SUSTAINABLE DESIGN AND CONSTRUCTION REQUIREMENTS	0	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
01910	Commissioning	0	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
02 - Existing Conditions					
02282	Termite Control	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
03 - Concrete					
03300	Cast-in-Place Concrete	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
03360	Stained Colored Ground and Polished Concrete	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
04 - Masonry					
04200	Unit Masonry	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
05 - Metals					
05120	Structural Steel Framing	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
06 - Wood, Plastics, and Composites					
06100	Rough Carpentry	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
06175	SHOP-FABRICATED WOOD TRUSSES	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
06402	Interior Architectural Woodwork	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
06610	Moulded Polyurethane Shapes	0	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
06730	Composite Wood Cladding	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents



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Number	Description	Revision	Issued Date	Received Date	Set
07 - Thermal and Moisture Protection					
07210	Building Insulation	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
07218	Open Cell Spray Insulation	2	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
07260	Under Slab Vapor Barrier / Retarder	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
07410	Standing Seam Metal Roofing	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
07420	Metal Wall Panels	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
07520	TPO Roofing	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
07620	Flashing and Sheet Metal	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
07901	Joint Sealants	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
08 - Openings					
08110	Steel Doors and Frames	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
08211	Flush Wood Doors	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
08350	Four Fold Apparatus Bay Doors	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
08365	Fully Glazed Aluminum Sectional Overhead Doors	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
08410	Large Missile Impact Aluminum Entrances and Storefront	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
08411	Interior Impact Aluminum Entrances and Storefront	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
08710	Finish Hardware	2	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
08800	Glazing	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
09 - Finishes					
09210	Gypsum Board Assemblies	0	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
09220	Stucco (Portland Cement Plaster)	0	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
09310	Ceramic Tile	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
09350	Shower Waterproofing Systems	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
09510	Acoustical Ceilings	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
09650	Sheet Rubber Flooring	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
09653	Resilient Wall Base and Accessories	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
09670	Resinous Epoxy Flooring	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
09900	Painting	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
10 - Specialties					
10155	Toilet Compartments	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
10200	Louvers and Vents	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
10350	Flagpoles	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
10425	Signs	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
10500	Mobile PPE Lockers	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
10505	Wood Veneer Lockers	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
10512	Phenolic Double Tier Lockers	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
10522	Fire Extinguishers and Cabinets	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents



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Number	Description	Revision	Issued Date	Received Date	Set
10530	Aluminum Covers	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
10800	Toilet and Bath Accessories	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
11 - Equipment					
11400	Stainless Steel Countertops	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
11452	Appliances	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
12 - Furnishings					
12481	Entrance Mats	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
12511	Horizontal Lover Blinds	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
16 - RESERVED FOR FUTURE EXPANSION					
16612	AUTOMATIC TRANSFER SWITCH	0	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
21 - Fire Suppression					
21 1000	Water-Based Fire-Suppression Systems	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
22 - Plumbing					
22 00 00	PLUMBING	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 00 00	Heating, Ventilating & Air Conditioning	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
23 5000	VEHICLE EXHAUST REMOVAL SYSTEM	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
26 - Electrical					
26 0000	ELECTRICAL	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
266120	ENGINE GENERATOR SET	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
266301	ABOVE GROUND FUEL TANK	1	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
Ap - Unknown					
Appendix A	Geotechnical Report	0	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
Appendix B	LEED CHECKLIST	0	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents
Appendix C	LEED MATERIALS SUBMITTAL FORM	0	11/10/23	11/10/23	11/10/2023 Revised 100% Construction Documents

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PRE-BID REQUESTS FOR INFORMATION (PRE-BID RFI's)

See attached pre-bid RFI log.



Ajax Building Company, LLC

Printed on Mon Mar 25, 2024 at 09:22 am EDT

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RFI LOG

#	Subject	Status	Responsible Contractor	Received From	Assignee	Date Initiated	RFI Manager	Due Date	Closed Date	Ball In Court	Location	Schedule Impact	Cost Code	Cost Impact
Pre--12	Impact Rated Doors	Open	Ajax Building Com...	Scholes, Todd (Ajax Building Company)	Hurst, Thomas (Da... McCarney, Paul (D...	03/22/2024	Todd Scholes	03/27/2024		Hurst, Thomas (Da... McCarney, Paul (D...		No		TBD
Pre--11	Heat Trace Removal	Open	Ajax Building Com...	Scholes, Todd (Ajax Building Company)	Hurst, Thomas (Da... McCarney, Paul (D...	02/20/2024	Nick Story	02/29/2024		Hurst, Thomas (Da... McCarney, Paul (D...				
Pre--10	MDP panel schedule "Emon Dmon" (DWG E105)	Closed	Ajax Building Com...	Scholes, Todd (Ajax Building Company)	McCarney, Paul (D... Howard, Dale (Pow...	01/05/2024	Todd Scholes	01/10/2024	01/19/24			No		No
Pre--9	Range Back Splash	Closed	Ajax Building Com...	McRae, Steven (Ajax Building Company)	McCarney, Paul (D...	11/21/2023	Steven McRae	11/26/2023	11/27/23					
Pre--8	Utility Room 110	Closed	Ajax Building Com...	McRae, Steven (Ajax Building Company)	McCarney, Paul (D...	11/21/2023	Steven McRae	11/26/2023	11/27/23					
Pre--7	T16 Semi Recessed Plastic Laminate Millwork	Closed	Ajax Building Com...	McRae, Steven (Ajax Building Company)	McCarney, Paul (D...	11/21/2023	Steven McRae	11/26/2023	11/27/23					
Pre--6	Fire Extinguisher & Cabinet locat	Closed	Ajax Building Com...	McRae, Steven (Ajax Building Company)	McCarney, Paul (D...	11/21/2023	Steven McRae	11/26/2023	11/27/23					
Pre--5	Below grade waterproofing	Closed	Ajax Building Com...	McRae, Steven (Ajax Building Company)	McCarney, Paul (D...	11/20/2023	Steven McRae	11/25/2023	02/16/24					
Pre--4	Masonry Walls at Canopy locations	Closed	Ajax Building Com...	McRae, Steven (Ajax Building Company)	McGee, Jeffrey (G... McCarney, Paul (D...	11/20/2023	Steven McRae	11/25/2023	02/01/24					
Pre--3	Kitchen Range	Closed		None	McCarney, Paul (D...	11/20/2023	Steven McRae	11/25/2023	11/27/23					
Pre--2	Building Impact Rating	Closed	Ajax Building Com...	McRae, Steven (Ajax Building Company)	McCarney, Paul (D...	11/20/2023	Steven McRae	11/25/2023	11/27/23					
Pre--1	SCBA System Power Requirements	Closed	Ajax Building Com...	McRae, Steven (Ajax Building Company)	Howard, Dale (Pow... McCarney, Paul (D...	11/20/2023	Steven McRae	11/25/2023	12/07/23					

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OTHER DOCUMENTS

<u>Reference</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
	Geotechnical Report(s)			
	Geotechnical Engineering Report as prepared by Terracon Consultants, Inc.	46	4/12/2023	
	(END OF OTHER DOCUMENTS)			

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BID PACKAGES AND BID PACKAGE ADDENDA

<u>BP No.</u>	<u>Description</u>	<u>Date</u>	<u>Addendum 1</u>
2.03	Demolition	11/10/23	12/13/23
3.01	Concrete	11/17/23	12/13/23
4.01	Masonry	11/17/23	12/13/23
5.01	Structural Steel	11/17/23	12/13/23
6.01	Wood Framing	11/17/23	12/13/23
6.02	Millwork	11/17/23	12/13/23
6.03	Wood Trusses	11/17/23	12/13/23
7.05	Metal Siding	11/17/23	12/13/23
7.06	Roofing	11/17/23	12/13/23
7.09	Sprayed Insulation	11/17/23	12/13/23
8.01	Doors, Frames & Hardware	11/17/23	12/13/23
8.03	Glass & Glazing	11/17/23	12/13/23
8.08	Overhead Coiling Doors	11/17/23	12/13/23
9.01	Drywall & Framing	11/17/23	12/13/23
9.02	Tile	11/17/23	12/13/23
9.05	Carpet & Resilient Flooring	11/17/23	12/13/23
9.07	Epoxy Flooring	11/17/23	12/13/23
9.09	Painting & Waterproofing	11/17/23	12/13/23
10.01	Specialties	11/17/23	12/13/23
10.04	Signage	11/17/23	12/13/23
10.08	Canopies	11/17/23	12/13/23
10.09	Flagpoles	11/17/23	12/13/23
10.13	Lockers	11/17/23	12/13/23
11.05	Appliances	11/17/23	12/13/23
21.01	Fire Protection	11/17/23	12/13/23
22.01	Plumbing	11/17/23	12/13/23
23.01	HVAC	11/17/23	12/13/23

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<u>BP No.</u>	<u>Description</u>	<u>Date</u>	<u>Addendum 1</u>
26.01	Electrical	11/17/23	12/13/23
31.01	Sitework & Utilities	11/17/23	12/13/23
32.04	Fences & Gates	11/17/23	12/13/23
32.05	Landscape	11/17/23	12/13/23
32.06	Hardscape	11/17/23	12/13/23
	(END OF BID PACKAGES AND BID PACKAGE ADDENDA)		

END OF DOCUMENTS

GMP Cost Report:

DESCRIPTION OF WORK

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CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS

Basis of the GMP Proposal

- This GMP Proposal has been prepared based on the following documents:
 - The Contract Drawings entitled “Clay Co Fire Station 20 100% Construction Documents” dated November 10, 2023 as prepared by Dasher Hurst Architects. Refer to Document List included in Section II of this proposal.
 - The Project Specifications entitled “Clay Co Fire Station 20 100% Construction Documents” dated November 10, 2023 as prepared by Dasher Hurst Architects. Refer to Document List included in Section II of this proposal.
 - Addendum No. 1 prepared by Dasher Hurst Architects and their consultants, dated December 22, 2023 to the extent that the addendum was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addenda prior to their bid date.
 - Pre-Bid Requests for Information (Pre-Bid RFI's) No. 1-11 to the extent that the information was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addendum prior to their bid date, with answers and/or clarifications provided by the Owner, the Architect and their consultants, or the Construction Manager.
 - The Construction Manager's GMP Cost Report dated March 21, 2024.
 - The Construction Manager's Project Schedule data dated March 22, 2024.
- The Bid Packages and Bid Package Addenda issued to bidders by the Construction Manager.
- It is understood that various allowances are included in this GMP Proposal as indicated in Section IV-E of this proposal. It is further understood that the Construction Manager's Contract will require adjustments by change order (either additive or deductive) for reconciling the difference between each allowance and the actual costs and/or savings realized on each allowance.
- An allowance of \$50,000 is included for any added scope that may arise in responses to forthcoming Permit review comments.
- The value of liquidated damages for this project is established as \$500 per calendar day. It is understood that delay damages are limited solely to liquidated damages.
- It is understood all requirements associated with providing LEED certification have been removed and are not included in this GMP. The design of project was done with sustainability in mind and LEED certification could have been obtained but County decided to delete so as not to accrue additional costs associated.
- These qualifications, clarifications and assumptions are intended to supplement the GMP Cost Report and the GMP Documents and are intended to inform the Owner and the Design Team of the Construction Manager's interpretation of the scope items which are included or excluded, and which may not be clearly shown or defined by specification, plan, elevation, detail, section, schedule, or schematic.
- The owner will be notified prior to the use of any allowances or contingency expenditures. Approval of these allowances/contingencies will be provided by the County prior to use of funds. Approval will not be unreasonably withheld.

Scope of the GMP Proposal

- The scope of this GMP Proposal consists of the following:
 - Base Bid GMP – Includes the following scope of work:
 - Clay County Fire Station 20, Associated Demolition and Sitework.
 - Value Engineering and Budget Options – Various value engineering and/or budget option ideas, suggestions, pricing requests, etc. have been priced and are offered for consideration in Section IV-D of this

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proposal. Those items noted as "Accepted" have been incorporated into this GMP Proposal. Those items noted as "Pending" are available for consideration. Those items noted as "Rejected" have previously been considered by the project team and were rejected.

- Alternates – The following "Alternates" have been priced and are offered for consideration as part of this proposal. Refer to Section IV-F of this proposal for a more detailed description and pricing for the alternates.
 - Alternate No. 1 – Increase Monument Sign size and add LED graphics Add \$67,077

Division 01 – General Requirements

- Clarifications, qualifications and assumptions related to Division 01:
 - This GMP Proposal includes the Construction Manager's general conditions and general requirements for a period of thirteen (13) months.
 - The General Conditions/Staffing is included as a lump sum of \$749,143. This will be billed in 12 equal payments of \$57,626 and one final payment of \$57,631. If project duration is extended to no fault of the CM an additional staffing fee will be paid at \$2,881/work day. If a change occurs in which staffing size is to be adjusted, then this daily fee will be adjusted as mutually agreeable. The Construction Manager shall not be entitled to such additional staffing fee for delays and/or extensions that are the responsibility of the Contractor or its subcontractors, materialman, suppliers, or other agents or for delays and/or extensions which are the result of weather, named storms, weekends, holidays, State of Emergency, or Force Majeure. The parties agree to cooperate in determining steps to mitigate the extent of the delay. Any additional charges agreed upon will be included in a change order/contingency modification usage and authorized by the owner Project Manager prior to implementing.
 - We have included the necessary jobsite supervision, layout, safety supplies, equipment, temporary jobsite office facility, postage, office equipment, project internet, and jobsite communications.
 - We have not included a jobsite office facility for the Owner, Architect, Engineer, or their representatives.
 - Aerial photographs have been included.
 - An allowance of \$125,000 is included for building permits.
 - Environmental permits are not included. If required will be paid by the County directly
 - Impact fees or Public Works fees are not included. If required will be paid by the County directly.
 - Tap fees, connection charges, system charges, impact fees, meter fees, or other regulatory requirements/fees are not included as all utilities are being tied into existing utility services.
 - Costs related to a threshold inspector are not included.
 - An allowance of \$40,000 is included for lab testing.
 - It is understood that any item listed in GMP as lump sum is agreed to be billed as lump sum and not subject to further validation of cost. All other items will be reimbursable and billed as actual costs. Any funds remaining in any line items including subcontractors, contingency or escalation will be returned to the owner.
 - Temporary utility services (water, sewer and electric) are included. It is assumed that all temporary utilities required for the project will be tied into permanent utilities and that these permanent utilities are readily accessible, of adequate size to handle any additional load as required by temporary utilities and that temporary on-site facilities can be located as necessary to prevent the need for any substantial overhead and/or underground temporary utilities.
 - The consumption costs associated with temporary water, sewer and electric utilities will be paid for by the Construction Manager through the date of Substantial Completion at which time these utilities shall be transferred into the Owner's name and become the responsibility of the Owner.

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- We have included costs for Scheduling Software, Updates, Maintenance, and Support within the GMP. The charge for this service shall be \$975 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- We have included costs for MIS Services related to the project. This includes software updates associated with Ajax Building Company, LLC standard software provided for cost management, computer operating systems, PDF software, word processing applications, and spreadsheet applications. This includes troubleshooting, virus management/remediation, malware/adware management/remediation, updates, and maintenance of these systems. This does not include services related to scheduling, document control, and Project Management Controls, which are provided via other applications noted below. This does not include service provider costs for internet/telephone, initial setup, wiring, or connections. The charge for this service shall be \$3,250 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- We have included costs for Document Management and Project Management Controls Services. These services will be provided via a cloud-based platform that will allow direct access to all Construction personnel, including Owners, Architects, and Subcontractors. Services will include the ability to access/manage the information via mobile devices via the internet. Services included will be Plans and Specs Maintenance and distribution, RFI Control, Submittal Control, Punch List Management, Daily Reports, along with other related functions inherent in the platform. The charge for this service shall be \$11,648 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- We have included costs to host project-related video conferencing and file sharing. These services will be provided via cloud-based platforms. The charge for this service shall be \$2,451 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- Temporary jobsite fencing and gates are included as 6'-0" high chain link fencing. A visual fabric barrier will be included to be installed on temporary fencing.
- Silt fencing is included for areas where construction runoff and/or erosion may occur.
- For areas not specifically called for sodding we have included re-seeding areas disturbed by construction activities with Bahia seed as necessary to return those areas to their pre-construction condition. It should be understood that there will be a "growing in" period following the seeding operations.
- One (1) each standard 4' x 8' project sign is included.
- The final project cleaning is included.
- Jobsite cleanup, rubbish removal and rubbish disposal are included.
- An as-built survey is included for the final documentation of the location and elevation of the proposed new construction.
- Performance and Payment Bonds are included.
- Labor burden multiplier is included as a fixed/lumpsum rate of 48%. This multiplier is to account for all added expenses related to direct labor that are not included as part of OH&P.
- We exclude any local, state, or federal prevailing wage acts or laws that mandate worker classification, prevailing wage rates, or fringe benefits, including the Davis-Bacon Act and other similar acts or laws.
- We have included this project's portion of our Umbrella / General Liability Insurance Policy within the GMP. The charge for this coverage shall be \$119,976 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- Costs for procuring Builder's Risk Insurance are included.
 - The standard deductible for this policy is \$25,000.
 - The windstorm deductible for this policy is 2% Value at Risk at Time of Loss (VARTOL) / \$100,000 minimum.
 - The flood deductible for this policy is \$25,000.

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- The earthquake deductible for this policy is \$25,000.
- The Water Damage deductible is \$50,000.
- Should a Builder's Risk claim occur, any deductibles or uncovered costs will be treated as a change in scope to be funded via a change order to the Construction Manager's Contract.
- Builder's Risk coverage is subject to the Project Limit of Liability as declared at policy inception. Sub-limits, accumulative and non-accumulative, will apply as further defined in the policy declarations.
- "Loss of Use" coverage is not included in the policy. If a Builder's Risk claim occurs, Ajax Building Company, LLC excludes costs associated with "Loss of Use".
- Builder's Risk and General Liability Policies do not cover existing construction or existing building components, therefore the Owner shall provide for a waiver of subrogation in Ajax Building Company, LLC's favor.
- We have included Warranty Management for the project within the GMP. The charge for this service to be provided during the warranty period shall be \$4,892 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- A Construction Manager's Contingency is included. This contingency is to be utilized by Ajax Building Company, LLC in executing the work described in this GMP Proposal. Acceptable uses of this contingency include, but are not limited to, the following:
 - Buy-out of work not included in previously awarded bid packages.
 - Repair of damages caused by an unknown source or contractor (not including Builder's Risk claims).
 - To improve and/or accelerate the progress of the work.
 - To improve the conditions of the work.
 - For modification of the work resulting from an unknown ambiguity (not an error or omission) in the contract documents.
 - To increase and/or supplement staff as necessary to effectively manage the project.
 - To adjust the reimbursable general conditions in excess of the budget.
- Based on current market volatility, an Escalation Allowance of \$100,000 is included. The purpose of this allowance is to reconcile the buyout after GMP award for costs associated with supply chain impacts or other vendor volatility subsequent to the final buyout reconciliation. Specifically, Ajax has been notified of potential supply chain issues affecting both costs and availability of resources from multiple trade bidders, including but not limited to: Sitework, concrete, steel, aluminum, mechanical, electrical and plumbing.
- Architectural and/or Engineering Fees are not included.
- The Construction Manager's Construction Phase Fee (OH&P) is included at the rate of 5.5% of the GMP as listed in Preconstruction Fee proposal, or \$640,647 which shall be converted to a lump sum upon acceptance of the GMP.
- This proposal does not include any provisions for enhanced hurricane protection (EHPA).
- Ajax Building Company, LLC may utilize a subcontractor default insurance program for some subcontractors as an alternative to Subcontractor Bonds. When utilized, the cost for the subcontractor default insurance coverage will be the same cost as the subcontractor's bond cost.
- Owner elects to utilize the Direct Purchase Order process to save sales tax, the tax for actual purchases will be credited to the Owner. At the end of the Project, any refund for materials not purchased or surplus materials returned to suppliers plus the applicable sales tax amount shall be credited with an additive Change Order to the Agreement with the Construction Manager and Subcontractor's Agreement. Surplus materials shall be the property of the Subcontractor and no refund or materials shall be due to the Owner.
- A negative allowance in the amount (\$100,000) has been included in the GMP projecting tax savings. If this amount is not realized an additive change order will be issued for the differences.
- Some work of the GMP Proposal and the Project Schedule may include materials or products from China or other areas impacted by the Coronavirus, COVID-19 virus, or future concern. The GMP and Project

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Schedule do not account for and specifically exclude any disruptions, cost impacts or delays to the procurement or supply of such materials caused by the Coronavirus or COVID-19 outbreak or other potential unknown conditions affecting the market supply chains.. Additionally, the GMP and Project Schedule do not account for and specifically exclude any impacts that may be caused to the performance of the work resulting from labor shortages, shutdowns, work restrictions, travel restrictions, production inefficiencies, governmental regulations/guidance, or other causes resulting from the current Coronavirus or COVID-19 outbreak.

Division 02 – Existing Conditions

- Clarifications, qualifications and assumptions related to Division 02:
 - Abatement and Remediation Work
 - We exclude the hazmat survey that is required.
 - We specifically exclude any asbestos abatement, lead paint abatement or removal, PCB abatement or removal, and related surveys, air monitoring, clearances, testing services, etc.
 - Demolition / Selective Demolition
 - Includes all work included in BP2.01 Demolition dated 11/17/2023 and subsequent addenda.
 - Demolition work and selective demolition work, as required for the renovations and new construction, is included in this proposal.
 - It is assumed that abandoned utilities will be disconnected and capped (not removed or filled).
 - The salvage of any materials, equipment, furniture, etc. is specifically excluded. It is assumed that all salvage operations by the Owner will have already been completed prior to the mobilization of the Construction Manager.

Division 03 – Concrete

- Clarifications, qualifications and assumptions related to Division 03:
- Includes all work included in BP3.01 Concrete dated 11/17/2023 and subsequent addenda.

Division 04 – Masonry

- Clarifications, qualifications and assumptions related to Division 04:
- Includes all work included in BP4.01 Masonry dated 11/17/2023 and subsequent addenda.
- Includes VE 4.01-1 changing split face CMU-1 and CMU-2 to be manufactured by TTL in lieu of Old Castle.
- VE accepted to eliminate raised section of monument sign. This may get added back. See additive alternate.

Division 05 – Metals

- Clarifications, qualifications and assumptions related to Division 05:
- Includes all Structural and Miscellaneous Steel as included in BP5.01 dated 11/17/2023 and subsequent addenda.

Division 06 – Wood, Plastics and Composites

- Clarifications, qualifications and assumptions related to Division 06:
 - Wood Framing
 - Includes all Wood Framing as included in BP6.01 dated 11/17/2023 and subsequent addenda.

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- Casework
 - Includes all Casework as included in BP6.02 dated 11/17/2023 and subsequent addenda.
 - Includes VE 6.02-2/3. This changes all wardrobe cabinets from specified wood veneer shaker style to a flat panel plastic laminate veneer. All other aspects of wardrobe cabinet are as specified.
- Wood Trusses
 - Includes all Wood Trusses as included in BP6.03 dated 11/17/2023 and subsequent addenda.

Division 07 – Thermal and Moisture Protection

- Clarifications, qualifications and assumptions related to Division 07:
 - Metal Siding
 - Includes all Metal Siding as included in BP7.05 dated 11/17/2023 and subsequent addenda.
 - Roofing
 - Includes all Roofing as included in BP7.06 dated 11/17/2023 and subsequent addenda.
 - Metal roofing panels are included as Steel Galvalume with Kynar finish ILO of aluminum panels per VE item 7.6-1.
 - Includes aluminum 6" square gutters and 5" square downspouts ILO of round per VE item 7.6-4.
 - Sprayed Insulation
 - Includes all Sprayed Insulation as included in BP7.09 dated 11/17/2023 and subsequent addenda.

Division 08 – Openings

- Clarifications, qualifications, and assumptions related to Division 08:
 - Doors, Frames and Hardware
 - Includes all Doors, Frames and Hardware as included in BP8.01 dated 11/17/2023 and subsequent addenda.
 - Hardware specified does not meet impact ratings of respective doors as confirmed with DHA. Hardware included is per specifications.
 - Specialty Doors
 - Includes all Overhead Doors as included in BP8.08 dated 11/17/2023 and subsequent addenda.
 - VE 8.08-4 accepted to change the rear bay doors from Aluminum framing with full Glazing to solid painted steel roll up doors with one vision lite per door. The front doors will remain as Four Fold as specified.
 - Storefronts, Windows, Glass and Glazing
 - Includes all Storefronts, Windows, Glass and Glazing as included in BP8.03 dated 11/17/2023 and subsequent addenda.
 - Includes level D impact rated exterior glazing.
 - VE 8.02-1 is not included but is being researched/considered to change the manufacturer of the translucent panels in tower for a potential savings of \$43,260.

Division 09 – Finishes

- Clarifications, qualifications and assumptions related to Division 09:

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- Gypsum Board, Plaster and Stucco Systems
 - Includes all Gypsum Board, Plaster and Stucco Systems as included in BP9.01 dated 11/17/2023 and subsequent addenda.
 - Fiberon cladding is included in this package.
 - VE has been accepted to remove Fiberon Cladding from the Monument sign. This may get added back. See additive alternate
- Tile Work
 - Includes all Hard Tile as included in BP9.02 dated 11/17/2023 and subsequent addenda.
 - No special tile patterns, mosaics, colors or shapes are included.
- Ceilings
 - .
 - Includes all Ceilings as included in BP9.01 dated 11/17/2023 and subsequent addenda.
 - ◆ WDC-1 ceilings at kitchen is not included. This was listed as additive alternate and was not accepted.
- Finished Flooring
 - Carpet
 - Includes all Carpet as included in BP9.05 dated 11/17/2023 and subsequent addenda.
 - Resilient Flooring
 - Includes all Resilient Flooring as included in BP9.03 dated 11/17/2023 and subsequent addenda.
 - Epoxy Flooring
 - Includes all Epoxy Flooring as included in BP9.07 dated 11/17/2023 and subsequent addenda.
- Paints and Coatings
 - Includes all Painting as included in BP9.09 dated 11/17/2023 and subsequent addenda.
 - Painting of interior walls, ceilings, and soffits is included.
 - No accent walls are included.
 - Below grade waterproofing listed in RFI is not included as discussed and agreed with DHA.
 - No painting is included for concealed areas or areas otherwise not exposed to view.
 - Includes all Sealed Concrete and Stained Concrete as included in BP9.09 dated 11/17/2023 and subsequent addenda.

Division 10 – Specialties

- Clarifications, qualifications and assumptions related to Division 10:
 - Louvers and Vents
 - Includes Louvers as included in BP23.01 dated 11/17/2023 and subsequent addenda.
 - Flagpoles
 - Includes all Flagpoles as included in BP10.09 dated 11/17/2023 and subsequent addenda.
 - Signage and Plaques
 - Includes all Signage and Plaques as included in BP10.04 dated 11/17/2023 and subsequent addenda.
 - Does not include LED signage at monument sign. This was removed in accepted VE to reduce sign of Monument Sign.
 - Lockers
 - Includes all Lockers as included in BP 6.02 dated 11/17/2023 and subsequent addenda.
 - VE 6.02-7 is included. All PPE lockers will be provided and installed by the owner and not included in this GMP.
 - Walkway Covers and Exterior Protective Construction

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- Includes all Walkway Covers and Exterior Protective Construction as included in BP 10.06 dated 11/17/2023 and subsequent addenda.
- Fire Protection Specialties
 - Includes all Fire Protection Specialties as included in BP10.01 dated 11/17/2023 and subsequent addenda.
- Toilet and Bath Accessories
 - Includes all Toilet and Bath Accessories as included in BP10.01 dated 11/17/2023 and subsequent addenda.
- Laundry Specialties
 - Includes all Laundry Specialties as included in BP11.05 dated 11/17/2023 and subsequent addenda.
 - Includes all Dryer Vents as included in BP 23.01 dated 11/17/2023 and subsequent addenda.

Division 11 – Equipment

- Clarifications, qualifications and assumptions related to Division 11:
 - Miscellaneous Equipment
 - SCBA system to be provided by owner.
 - Food Service Equipment
 - Includes all Food Service Equipment as included in BP11.05 dated 11/17/2023 and subsequent addenda.
 - Residential Appliances
 - Includes all Residential Appliances as included in BP11.05 dated 11/17/2023 and subsequent addenda.

Division 12 – Furnishings

- Clarifications, qualifications and assumptions related to Division 12:
 - Miscellaneous Furnishings
 - Furniture to be provided by owner.

Division 13 – Special Construction

- Clarifications, qualifications and assumptions related to Division 13:
 - Building Automation and Control
 - Includes all Building Automation and Control as included in BP23.01 dated 11/17/2023 and subsequent addenda.

Division 21 – Fire Suppression

- Clarifications, qualifications and assumptions related to Division 21:
 - Fire Protection Systems
 - The Architect/Engineer of Record shall provide all required fire protection system engineering documents for the project, including all engineering, calculations, analysis, and other data required to set forth the overall design requirements and provide sufficient direction to the construction manager for the layout and construction of the fire protection system(s) and shall be signed and sealed by the Engineer of Record and meet all requirements of the authority having jurisdiction. The construction manager's fire protection subcontractor shall provide all required fire protection system layout documents for the project, including layout, sizing, hydraulic calculations and other construction data

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

that shall provide the requirements for the fabrication and installation of the fire protection system(s) and shall prepare and submit for review/approval, shop drawings and product data for the fire protection system(s) based upon the design documents provided by the Architect/Engineer of Record. Shop drawings and product data shall not require any additional engineering input and shall not be required to be signed/sealed by a delegated engineer.

- Includes all Fire Protection as included in BP21.01 dated 11/17/2023 and subsequent addenda.
 - Heat trace was listed in Specifications. This has been deleted per RFI PRE-11. Additional heaters are being added in the unconditioned spaces.
 - Fire pump is included to meet minimum requirement noted in note K on sheet FP101.
 - ◆ Transfer switch for fire pump is not noted on FP101. This will be included with the Generator and associated ATS's supplied by the owner. Ajax will coordinate.

Division 22 – Plumbing

- Clarifications, qualifications and assumptions related to Division 22:
 - Includes all Plumbing Work as included in BP22.01 dated 11/17/2023 and subsequent addenda.
 - Includes VE item 22.01-1 to change TD-1 trench drain body from painted carbon steel to stainless.

Division 23 – HVAC

- Clarifications, qualifications and assumptions related to Division 23:
 - Includes all HVAC Work as included in BP23.01 dated 11/17/2023 and subsequent addenda.
 - Includes allowance of \$40,000 for heaters to be installed at unconditioned spaces in lieu of heat tracing per RFI PRE-11.
 - Includes Captive Air Kitchen Hood system.
 - Includes (2) unit heaters for fire sprinkler freeze protection at rooms 181 and 182 per 2/9/24 email with DHA.
 - Includes Safe Air Exhaust system.

Division 26 – Electrical and Communications

- Clarifications, qualifications and assumptions related to Division 26:
 - Includes all Electrical Work as included in BP26.01 dated 11/17/2023 and subsequent addenda.
 - Basic Materials and Methods
 - Secondary electrical service from the primary transformer to the building(s) and electrical service distribution thereafter is included. The Construction Manager assumes that the Owner's local utility company will install the primary electrical service from the utility company's infrastructure to the on-site transformer, including furnishing and installing the primary transformer and related housekeeping pad.
 - Jacking, boring, or directional drilling is not included for new or relocated utilities.
 - Measurement and Control
 - Includes EMON DMON metering per RFI PRE-10.
 - Generator
 - VE 26.01-4 is included. The Generator, associated ATS's, camlock cans, fuel tanks and pumping devices will be supplied by the owner.
- VE26.01-1 is included. This deletes the power circuit for a car charging station. A car charging station is not shown or included in this GMP.

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
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April 1, 2024

- The Purvis System was not shown in documents. The information was later provided by DHA and is included in the GMP.
- A Bi Directional Amplication (BDA) or Distributed Antenna System (DAS) other signal increasing system is not included in this GMP. This is a system that is typically required but has to be tested for signal after building is constructed. Ajax will help coordinate testing. If such a system is added to CM scope will be considered added scope and basis for a change order.
- All data/communications/security/AV systems are included as shown on documents.

Division 31 – Earthwork/Exterior Improvements

- Clarifications, qualifications and assumptions related to Division 31:
 - Site Work / Earthwork / Utilities
 - Includes all Site Work / Earthwork / Utilities as include in BP31.01 dated 11/17/2023 and subsequent addenda.
 - It is assumed that the existing soils are of an acceptable material and that compaction can be achieved under normal means and methods, and that over-excavation and/or replacement of unsuitable soils will not be required in the performance of the work.
 - Paving
 - Includes all paving as included in BP31.01 dated 11/17/2023 and subsequent addenda.
 - We have not included any milling and/or resurfacing of existing roadways, parking lots or drives. It is anticipated that various roadways, paving, parking lots, etc. surrounding the project site will require resurfacing and/or repair at the completion of the project. We recommend that a more detailed evaluation be performed by the project team during the later stages of the project so that a definitive scope of work can be prepared and priced accordingly.
 - Hardscaping
 - Includes all Hardscaping as included in BP32.06 dated 11/17/23 and all subsequent addenda.
 - Landscaping and Irrigation
 - Includes all Landscaping and Irrigation as included in BP32.05 dated 11/17/23 and all subsequent addenda.

General Notes

- General clarifications, qualifications and assumptions related to the GMP Proposal:
 - In order to maintain the project schedule, the installation and/or finishing of drywall, doors, cabinets, casework, and other similar finishes/components may be required to commence prior to the HVAC system(s) being operational, conditioned air being achieved, and/or the building envelope being fully enclosed.
 - Electronic, CAD or BIM “As-Builts” are not included. Ajax Building Company, LLC will maintain “As-Built” drawings at the jobsite throughout the construction phase and provide copies to the Architect and Owner at Final Completion.
 - O&M training, manuals or video-training is not included for Owner furnished equipment or items provided by the Owner’s vendors.
 - This GMP Proposal is based on the premise and understanding that Ajax Building Company, LLC will have full control to reallocate any funds and/or budgets within the GMP (excluding allowances) as determined necessary in the execution of the CM Contract.

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

- Various unforeseen conditions and discrepancies may arise during the construction phase. It is assumed that the Design Team and Owner will assign a staff member(s) that will be readily available to respond and provide timely assistance in resolving all issues that may arise.

END OF CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS TO THE GMP PROPOSAL

GMP Cost Report:

GMP COST SUMMARY

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

COST REPORT NARRATIVE

Ajax Building Company, LLC is confident that the GMP Cost Report included herein is representative of the proposed scope of work depicted in the GMP Documents. The work included in the GMP Proposal is based upon the List of Documents included in Section II of this proposal as amended by 1) the Clarifications, Qualifications, and Assumptions, 2) the accepted Value Engineering and Budget Options, and 3) the Allowance Schedule, contained in Sections III and IV of this proposal.

The Base Bid GMP Proposal for the Clay County Fire Station 20 totals \$11,648,151. The Base Bid GMP Proposal includes the new Clay County Fire Station 20, associated site work and utilities.

In addition to the Base Bid GMP Proposal, Ajax Building Company, LLC has provided pricing for various "Value Engineering and Budget Options" and "Alternates" for consideration by the Clay County Board of County Commissioners, included in Sections IV-D and IV-F respectively. At this time, only those Value Engineering and Budget Options noted as accepted have been incorporated into the GMP Proposal, and no Alternates have been incorporated into the GMP Proposal.

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

GMP Cost Report:

BASE BID GMP
CM Summary Report

Cost Management Recap



Sort Sequences:

1. Sec
2. Divisions
3. Not Used
4. Not Used

Estimate File: :50000213_Clay Co Fire Station 20_GMP05.est - CLAY CO
FIRE STATION, GREEN COVE SPRINGS,

Estimator:

Primary Project Qty:19122

Secondary Project Qty: 1 FLF

Estimate UM: Imperi

Report includes Taxes & Insurance.

3:43:57PM

3/21/2024

Description	Unit\$	Total \$
<u>NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!</u>		
Total Division 01 GENERAL REQUIREMENTS		\$1,308,004
Total Division 02 DEMOLITION AND MISCELLANEOUS ITEMS		\$64,900
Total Division 03 CONCRETE		\$766,858
Total Division 04 MASONRY		\$579,064
Total Division 05 METALS		\$271,000
Total Division 06 WOOD & PLASTICS		\$572,370
Total Division 07 THERMAL & MOISTURE PROTECTION		\$683,747
Total Division 08 DOORS & WINDOWS		\$806,242
Total Division 09 FINISHES		\$886,275
Total Division 10 SPECIALTIES		\$127,053
Total Division 11 EQUIPMENT		\$51,094
Total Division 21 FIRE SUPPRESSION SYSTEMS		\$250,263
Total Division 22 PLUMBING WORK		\$562,480
Total Division 23 HVAC WORK		\$871,179
Total Division 26 ELECTRICAL WORK		\$1,490,990
Total Division 31 SITEWORK		\$963,100
Total Division 32 SITE IMPROVEMENTS		\$137,631
Total Division 36 BONDS & INSURANCE		\$260,918
Total Division 37 WARRANTY		\$4,892
Total Division 45 OWNER'S TAX SAVINGS		-\$100,000
Total Division 50 ESCALATION		\$100,000
Total Division 80 CONTINGENCY		\$349,444
Total Division 95 OVERHEAD & FEE		\$640,647
Total Sec BB BASE BID		\$11,648,151

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

GMP Cost Report:

BASE BID GMP
CM Detail Report

Cost Management Detail



Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :50000213_Clay Co Fire Station 20_GMP05.est - CLAY COUNTY FIRE ST/ GREEN, COVE SPRINGS, FL

Estimator:

Primary Project Qty: 19122 SF

Secondary Project Qty: 1 FLRS

Estimate UM: Imperial

Report includes Taxes & Insurance.

3:43:03PM

3/21/2024

Description	Quantity	Unit \$	Total \$
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!!			
Sec BB BASE BID			
Major Item Code 01300.000 GENERAL CONDITIONS			
Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS			
Operations Manager	56.00 WEEK	962.00	53,872
Project Manager	56.00 WEEK	3,856.00	215,936
Project Manager Vehicle Allowance	13.00 MO	600.00	7,800
General Superintendent	56.00 WEEK	962.00	53,872
Full Time Project Superintendent	56.00 WEEK	3,962.00	221,872
Full Time Project Engineer/Asst Superintendent	30.00 WEEK	2,946.00	88,380
Project Administrator	56.00 WEEK	1,337.70	74,911
Travel Expenses/Per Diem	13.00 MO	2,500.00	32,500
Total Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS			\$749,143
Total Major Item Code 01300.000 GENERAL CONDITIONS			\$749,143
Major Item Code 01300.300 GENERAL REQUIREMENTS			
Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION			
Progress Photographs	13.00 MO	37.45	487
Aerial Photographs	13.00 MO	125.00	1,625
Construction Schedule	13.00 MO	75.00	975
Total Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION			\$3,087
Minor Item Code 01350.000 SPECIAL PROCEDURES			
Project Document Management Software (.01%)	1.00 LS	11,648.00	11,648
Microsoft Teams/ShareFile	13.00 MO	188.50	2,451
Data Processing	13.00 MO	250.00	3,250
Total Minor Item Code 01350.000 SPECIAL PROCEDURES			\$17,349
Minor Item Code 01410.000 REGULATORY REQUIREMENTS			
Permitting & Regulatory Fees Allowance	1.00 ALLW	125,000.00	125,000
Environmental Permits (By Owner)	1.00 NIC		
Added Scope from Permit Comments Allowance	1.00 ALLW	50,000.00	50,000
Total Minor Item Code 01410.000 REGULATORY REQUIREMENTS			\$175,000
Minor Item Code 01420.000 SAFETY			
First Aid Supplies	1.00 LS	374.50	375
Safety Supplies	13.00 MO	123.05	1,600
Safety Jobsite Signs	50.00 EACH	68.20	3,410

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

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Estimator:

Primary Project Qty: 19122 SF

Secondary Project Qty: 1 FLRS

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3/21/2024

Description	Quantity	Unit \$	Total \$
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Safety Training & Videos	1.00 LS	250.00	250
Safety Director	13.00 MO	110.25	1,433
Temporary Fire Protection (1 Ea / 6,000 SF)	4.00 EA	96.39	386
Water, Ice, & Cups	13.00 MO	37.45	487
Total Minor Item Code 01420.000 SAFETY			\$7,940
Minor Item Code 01430.000 QUALITY ASSURANCE			
Threshold Inspector	1.00 NIC		
Punch List Allowance	1.00 ALLW	5,000.00	5,000
Total Minor Item Code 01430.000 QUALITY ASSURANCE			\$5,000
Minor Item Code 01450.000 QUALITY CONTROL			
Laboratory Testing Allowance	1.00 ALLW	40,000.00	40,000
Total Minor Item Code 01450.000 QUALITY CONTROL			\$40,000
Minor Item Code 01500.000 TEMPORARY FACILITIES			
Project Office Trailer	13.00 MO	2,750.00	35,750
Office Trailer Set-up	1.00 EACH	3,692.00	3,692
Office Trailer Removal	1.00 EACH	3,030.50	3,031
Project Tool House	13.00 MO	240.75	3,130
Tool House Set-up & Removal	1.00 EACH	387.00	387
General Purpose Laborer	56.00 WEEK	1,176.00	65,856
Project Office Supplies	13.00 MO	267.50	3,478
Jobsite Office Supply Set-up	1.00 LS	800.00	800
Jobsite Postage	13.00 MO	160.50	2,087
Jobsite Office Equipment	13.00 MO	1,250.00	16,250
Total Minor Item Code 01500.000 TEMPORARY FACILITIES			\$134,459
Minor Item Code 01510.000 TEMPORARY UTILITIES			
Temporary Wiring	1.00 LS	3,000.00	3,000
Chemical Toilets	13.00 MO	321.00	4,173
Electric Usage Charge	13.00 MO	535.00	6,955
Temporary Electric Connection	1.00 LS	3,000.00	3,000
Water Usage Charge	13.00 MO	48.15	626
Temporary Water Connection	1.00 LS	1,200.00	1,200
Early Cut-On Permanent Power (\$0.20/Mo)	19,122.00 SQFT	0.64	12,276
Temporary Sewer Connection	1.00 LS	1,500.00	1,500
Total Minor Item Code 01510.000 TEMPORARY UTILITIES			\$32,730
Minor Item Code 01530.000 PROJECT COMMUNICATIONS			
Internet Service Charges	13.00 MO	508.25	6,607
Jobsite Communications	13.00 MO	600.00	7,800
Total Minor Item Code 01530.000 PROJECT COMMUNICATIONS			\$14,407
Minor Item Code 01540.000 CONSTRUCTION TOOLS & EQUIPMENT			
Small Tools & Equipment Allowance	1.00 ALLW	2,500.00	2,500
Superintendent Pick-up Truck	13.00 MO	700.00	9,100
Fuel for Superintendent Pick-up Truck	13.00 MO	374.50	4,869
Lull High-Lift	10.00 MO	2,050.00	20,500
Fork Lift Operator	40.00 WEEK	1,029.00	41,160

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :50000213_Clay Co Fire Station 20_GMP05.est - CLAY COUNTY FIRE ST/

GREEN, COVE SPRINGS, FL

Estimator:

Primary Project Qty: 19122 SF

Secondary Project Qty: 1 FLRS

Estimate UM: Imperial

Report includes Taxes & Insurance.

3:43:03PM

3/21/2024

Description	Quantity	Unit \$	Total \$
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!!			
Total Minor Item Code 01540.000			\$78,129
CONSTRUCTION TOOLS & EQUIPMENT			
Minor Item Code 01560.000 TEMPORARY BARRIERS & ENCLOSURES			
Temporary Job Fence	1,600.00 LNFT	6.50	10,400
Wind Screen/Visual Barrier	1,600.00 LNFT	3.00	4,800
Total Minor Item Code 01560.000			\$15,200
TEMPORARY BARRIERS & ENCLOSURES			
Minor Item Code 01580.000 PROJECT IDENTIFICATION			
Project Sign	1.00 EACH	1,081.25	1,081
Total Minor Item Code 01580.000			\$1,081
PROJECT IDENTIFICATION			
Minor Item Code 01720.000 CONSTRUCTION PREPARATION			
Surveys - Initial	1.00 LS	3,500.00	3,500
Total Minor Item Code 01720.000			\$3,500
CONSTRUCTION PREPARATION			
Minor Item Code 01740.000 PROJECT CLEANING			
Final Jobsite Clean-up	19,122.00 SQFT	0.55	10,517
Dump Charges	651.00 CUYD	19.53	12,713
Total Minor Item Code 01740.000			\$23,230
PROJECT CLEANING			
Minor Item Code 01770.000 CLOSEOUT PROCEDURES			
As-Built Survey	1.00 LS	6,000.00	6,000
As-Built Drawings	1.00 LS	750.00	750
Total Minor Item Code 01770.000			\$6,750
CLOSEOUT PROCEDURES			
Minor Item Code 01820.000 DEMONSTRATION & TRAINING			
Video Tape Training	1.00 LS	1,000.00	1,000
Total Minor Item Code 01820.000			\$1,000
DEMONSTRATION & TRAINING			
Total Major Item Code 01300.300 GENERAL REQUIREMENTS			\$558,861
Major Item Code 02100.000 REMEDIATION & DEMOLITION			
Minor Item Code 02100.000 DEMOLITION WORK			
BP 02.03 Demo	1.00 LS	64,900.00	64,900
Total Minor Item Code 02100.000			\$64,900
DEMOLITION WORK			
Total Major Item Code 02100.000			\$64,900
REMEDICATION & DEMOLITION			
Major Item Code 03000.000 CONCRETE WORK			
Minor Item Code 03300.000 CAST-IN-PLACE CONCRETE			
BP 03.01 Cast In Place	1.00 LS	766,858.00	766,858
Total Minor Item Code 03300.000			\$766,858
CAST-IN-PLACE CONCRETE			
Total Major Item Code 03000.000 CONCRETE WORK			\$766,858
Major Item Code 04000.000 MASONRY WORK			
Minor Item Code 04200.000 MASONRY UNITS			
BP 04.01 - 1MON Delete Portion Masonry Allowance	1.00 ALLW	-4,000.00	-4,000

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :50000213_Clay Co Fire Station 20_GMP05.est - CLAY COUNTY FIRE ST/
GREEN, COVE SPRINGS, FL

Estimator:

Primary Project Qty: 19122 SF

Secondary Project Qty: 1 FLRS

Estimate UM: Imperial

Report includes Taxes & Insurance.

3:43:03PM

3/21/2024

Description	Quantity	Unit \$	Total \$
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!!			
BP 04.01 Masonry	1.00 LS	623,964.00	623,964
Accepted VE 04.01-1 Change Manufacture for SF CMU	1.00 LS	-40,900.00	-40,900
Total Minor Item Code 04200.000			\$579,064
MASONRY UNITS			
Total Major Item Code 04000.000 MASONRY WORK			\$579,064
Major Item Code 05000.000 STRUCTURAL STEEL, JOISTS, & DECK			
Minor Item Code 05120.000 STRUCTURAL STEEL			
BP 05.01 Steel	1.00 LS	271,000.00	271,000
Total Minor Item Code 05120.000 STRUCTURAL STEEL			\$271,000
Total Major Item Code 05000.000 STRUCTURAL STEEL, JOISTS, & DECK			\$271,000
Major Item Code 06000.000 LUMBER & ROUGH CARPENTRY			
Minor Item Code 06100.000 ROUGH CARPENTRY			
BP 06.01 & 06.-03 Wood Framing & Trusses	1.00 LS	361,835.00	361,835
BP 06.01 - 1MON Delete WD1 from Monument (\$6,000 Removes All WD1 Leaving \$1,000 to Put Back Some)	1.00 LS	-5,000.00	-5,000
Total Minor Item Code 06100.000 ROUGH CARPENTRY			\$356,835
Total Major Item Code 06000.000 LUMBER & ROUGH CARPENTRY			\$356,835
Major Item Code 06400.000 ARCHITECTURAL WOODWORK			
Minor Item Code 06400.000 ARCHITECTURAL WOODWORK			
BP 06.02 Millwork / Lockers	1.00 LS	297,018.00	297,018
Accepted VE 06.02 - 2 & 3 Change Wardrobe Cabinets from Shaker Style to Flat Panel Plastic Laminate	1.00 LS	-32,733.00	-32,733
Accepted VE 06.02 - 7 Delete PPE Lockers (Owner Provided)	1.00 LS	-48,750.00	-48,750
Total Minor Item Code 06400.000 ARCHITECTURAL WOODWORK			\$215,535
Total Major Item Code 06400.000 ARCHITECTURAL WOODWORK			\$215,535
Major Item Code 07200.000 THERMAL PROTECTION			
Minor Item Code 07210.000 BUILDING INSULATION			
BP 07.09 Sprayed Insulation	1.00 LS	74,858.00	74,858
Total Minor Item Code 07210.000 BUILDING INSULATION			\$74,858
Total Major Item Code 07200.000 THERMAL PROTECTION			\$74,858
Major Item Code 07400.000 ROOFING & SIDING PANELS			
Minor Item Code 07410.000 METAL ROOF & WALL PANELS			
BP 07.06 Roofing	1.00 LS	565,470.00	565,470
Accepted VE 07.06 - 1 Change Roofing from Aluminum to Painted Galvalume SSR	1.00 LS	-21,000.00	-21,000
Accepted VE 07.06 - 4 Change All Gutters/Downspout from Round to Square	1.00 LS	-10,500.00	-10,500
BP 07.05 Metal Siding	1.00 LS	74,919.00	74,919
Total Minor Item Code 07410.000 METAL ROOF & WALL PANELS			\$608,889

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

3:43:03PM

3/21/2024

Description	Quantity	Unit \$	Total \$
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!!			
Total Major Item Code 07400.000 ROOFING & SIDING PANELS			\$608,889
Major Item Code 08000.000 BASIC DOOR & WINDOW MATERIALS & METHODS			
Minor Item Code 08000.000 DOORS, FRAMES, & HARDWARE			
BP 08.01 Doors, Frames & Hardware	1.00 LS	144,682.00	144,682
Total Minor Item Code 08000.000 DOORS, FRAMES, & HARDWARE			\$144,682
Total Major Item Code 08000.000 BASIC DOOR & WINDOW MATERIALS & METHODS			\$144,682
Major Item Code 08300.000 SPECIALTY DOORS			
Minor Item Code 08300.000 SPECIALTY DOORS			
BP 08.08 Overhead Doors	1.00 LS	474,106.00	474,106
Accepted VE 4.08-4 Change Rear Bay Doors from Aluminum/Full Glass to Solid Painted Steel Roll Up with One Vision Lite Per Door	1.00 LS	-45,591.00	-45,591
Total Minor Item Code 08300.000 SPECIALTY DOORS			\$428,515
Total Major Item Code 08300.000 SPECIALTY DOORS			\$428,515
Major Item Code 08400.000 ENTRANCES & STOREFRONTS			
Minor Item Code 08400.000 ENTRANCES & STOREFRONTS			
BP 08.03 Glass	1.00 LS	233,045.00	233,045
Total Minor Item Code 08400.000 ENTRANCES & STOREFRONTS			\$233,045
Total Major Item Code 08400.000 ENTRANCES & STOREFRONTS			\$233,045
Major Item Code 09100.000 GYP BOARD, PLASTER, & STUCCO SYSTEMS			
Minor Item Code 09250.000 GYPSUM BOARD			
BP 09.01 Drywall	1.00 LS	586,320.00	586,320
Total Minor Item Code 09250.000 GYPSUM BOARD			\$586,320
Total Major Item Code 09100.000 GYP BOARD, PLASTER, & STUCCO SYSTEMS			\$586,320
Major Item Code 09300.000 TILE			
Minor Item Code 09300.000 TILE			
BP 09.03 & .04 Carpet & Tile	1.00 LS	116,153.00	116,153
Total Minor Item Code 09300.000 TILE			\$116,153
Total Major Item Code 09300.000 TILE			\$116,153
Major Item Code 09600.000 FINISHED FLOORING			
Minor Item Code 09670.000 FLUID APPLIED FLOORING			
BP 09.07 Epoxy Flooring	1.00 LS	67,215.00	67,215
Total Minor Item Code 09670.000 FLUID APPLIED FLOORING			\$67,215
Total Major Item Code 09600.000 FINISHED FLOORING			\$67,215
Major Item Code 09900.000 PAINTS & COATINGS			
Minor Item Code 09900.000 PAINTS & COATINGS			
BP 09.09 Paints	1.00 LS	116,587.00	116,587

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :50000213_Clay Co Fire Station 20_GMP05.est - CLAY COUNTY FIRE ST/
GREEN, COVE SPRINGS, FL

Estimator:

Primary Project Qty: 19122 SF

Secondary Project Qty: 1 FLRS

Estimate UM: Imperial

Report includes Taxes & Insurance.

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3/21/2024

Description	Quantity	Unit \$	Total \$
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Total Minor Item Code 09900.000 PAINTS & COATINGS			\$116,587
Total Major Item Code 09900.000 PAINTS & COATINGS			\$116,587
Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES			
Minor Item Code 10000.000 MISCELLANEOUS SPECIALTIES			
BP 10.01 Specialties	1.00 LS	10,194.00	10,194
BP 10.04 - 1MON Delete Signage	1.00 LS	-50,845.00	-50,845
BP 10.04 Signage	1.00 LS	76,465.00	76,465
BP 10.08 Canopies	1.00 LS	84,595.00	84,595
BP 10.09 Flag Poles	1.00 LS	6,644.00	6,644
BP 10.13 Lockers (Incl in BP 06.02)	1.00 LS		
Total Minor Item Code 10000.000 MISCELLANEOUS SPECIALTIES			\$127,053
Total Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES			\$127,053
Major Item Code 11000.000 BUILDING EQUIPMENT			
Minor Item Code 11000.000 MISCELLANEOUS EQUIPMENT			
BP 11.05 Appliances	1.00 LS	51,094.00	51,094
Total Minor Item Code 11000.000 MISCELLANEOUS EQUIPMENT			\$51,094
Total Major Item Code 11000.000 BUILDING EQUIPMENT			\$51,094
Major Item Code 21000.000 FIRE SUPPRESSION SYSTEMS			
Minor Item Code 21005.000 COMMON WORK RESULTS - FIRE SUPPRESSION			
BP 21.01 Fire Protection (Heat Trace Excluded)	1.00 LS	250,263.00	250,263
Total Minor Item Code 21005.000 COMMON WORK RESULTS - FIRE SUPPRESSION			\$250,263
Total Major Item Code 21000.000 FIRE SUPPRESSION SYSTEMS			\$250,263
Major Item Code 22000.000 PLUMBING WORK			
Minor Item Code 22010.000 COMMON WORK RESULTS FOR PLUMBING			
BP 22.01 Plumbing	1.00 LS	559,980.00	559,980
Accepted VE 22.01 - 1 Change Trench Drain from Carbon Steel to Stainless Steel	1.00 LS	2,500.00	2,500
Total Minor Item Code 22010.000 COMMON WORK RESULTS FOR PLUMBING			\$562,480
Total Major Item Code 22000.000 PLUMBING WORK			\$562,480
Major Item Code 23000.000 HVAC WORK			
Minor Item Code 23005.000 COMMON WORK RESULTS FOR HVAC			
BP 23.01 HVAC	1.00 LS	831,179.00	831,179
Heater for FP Room 181 and 182 Allowance	1.00 ALLW	40,000.00	40,000
Total Minor Item Code 23005.000 COMMON WORK RESULTS FOR HVAC			\$871,179

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :50000213_Clay Co Fire Station 20_GMP05.est - CLAY COUNTY FIRE ST/

GREEN, COVE SPRINGS, FL

Estimator:

Primary Project Qty: 19122 SF

Secondary Project Qty: 1 FLRS

Estimate UM: Imperial

Report includes Taxes & Insurance.

3:43:03PM

3/21/2024

Description	Quantity	Unit \$	Total \$
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Total Major Item Code 23000.000 HVAC**\$871,179****WORK****Major Item Code 26000.000 ELECTRICAL WORK****Minor Item Code 26050.000 COMMON WORK RESULTS FOR ELECTRICAL**

BP 26.01 Electrical	1.00 LS	1,729,936.00	1,729,936
Accepted VE 26.01-1 Eliminate Power for Vehicle Charging Station	1.00 LS	-3,250.00	-3,250
Accepted VE 26.01-4 Eliminate Supplying Generator and Associated ATS's and Camlock Cabinets. Will Be Provided by Owner and Installed by CM	1.00 LS	-235,696.00	-235,696

Total Minor Item Code 26050.000**\$1,490,990****COMMON WORK RESULTS FOR****ELECTRICAL****Total Major Item Code 26000.000****\$1,490,990****ELECTRICAL WORK****Major Item Code 31000.000 SITEWORK****Minor Item Code 31000.000 SITEWORK AND UTILITIES**

BP 31. 1 Sitework	1.00 LS	963,100.00	963,100
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Total Minor Item Code 31000.000**\$963,100****SITEWORK AND UTILITIES****Total Major Item Code 31000.000 SITEWORK****\$963,100****Major Item Code 32000.000 SITE IMPROVEMENTS****Minor Item Code 31650.000 ** Undefined ****

BP 32.04 Fences	1.00 LS	57,192.00	57,192
BP 32.05 Landscape	1.00 LS	80,439.00	80,439
BP 32.06 Hardscapes (Incl in BP 32.05)	1.00 INCL		

Total Minor Item Code 31650.000 ****\$137,631****Undefined ******Total Major Item Code 32000.000 SITE****\$137,631****IMPROVEMENTS****Major Item Code 36000.000 BONDS & INSURANCE****Minor Item Code 36000.000 BONDS & INSURANCE**

Performance & Payment Bond	1.00 LS	85,031.00	85,031
General Liability	1.00 LS	119,976.00	119,976
Builder's Risk Insurance	1.00 LS	55,911.00	55,911

Total Minor Item Code 36000.000 BONDS**\$260,918****& INSURANCE****Total Major Item Code 36000.000 BONDS &****\$260,918****INSURANCE****Major Item Code 37000.000 WARRANTY****Minor Item Code 37000.000 WARRANTY**

Warranty Allocation	1.00 LS	4,892.00	4,892
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Total Minor Item Code 37000.000**\$4,892****WARRANTY****Total Major Item Code 37000.000****\$4,892****Major Item Code 45000.000 OWNER'S TAX SAVINGS****Minor Item Code 45000.000 OWNER'S TAX SAVINGS**

Owner's Tax Savings Allowance	1.00 ALLW	-100,000.00	-100,000
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Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :50000213_Clay Co Fire Station 20_GMP05.est - CLAY COUNTY FIRE ST/
GREEN, COVE SPRINGS, FL

Estimator:

Primary Project Qty: 19122 SF

Secondary Project Qty: 1 FLRS

Estimate UM: Imperial

Report includes Taxes & Insurance.

3:43:03PM

3/21/2024

Description	Quantity	Unit \$	Total \$
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!!			
Total Minor Item Code 45000.000			-\$100,000
OWNER'S TAX SAVINGS			
Total Major Item Code 45000.000 OWNER'S			-\$100,000
TAX SAVINGS			
Major Item Code 50000.000 ESCALATION			
Minor Item Code 50000.000 ESCALATION			
Escalation Allowance	1.00 ALLW	100,000.00	100,000
Total Minor Item Code 50000.000			\$100,000
ESCALATION			
Total Major Item Code 50000.000			\$100,000
ESCALATION			
Major Item Code 80000.000 CONTINGENCY			
Minor Item Code 80000.000 CONTINGENCY			
Contingency	1.00 LS	349,444.00	349,444
Total Minor Item Code 80000.000			\$349,444
CONTINGENCY			
Total Major Item Code 80000.000			\$349,444
CONTINGENCY			
Major Item Code 95000.000 OVERHEAD & FEES			
Minor Item Code 90000.000 OVERHEAD & FEES			
Construction Manager's Fee	1.00 LS	640,647.00	640,647
Total Minor Item Code 90000.000			\$640,647
OVERHEAD & FEES			
Total Major Item Code 95000.000 OVERHEAD			\$640,647
& FEES			
Total Sec BB BASE BID			\$11,648,151

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

VALUE ENGINEERING and BUDGET OPTIONS

The following Value Engineering and Budget Option ideas, suggestions, pricing requests, etc. have been priced and are offered for consideration by the Clay County Board of County Commissioners. Those items noted as "Accepted" have been incorporated into this GMP Proposal. Those items noted as "Pending" are available for consideration. Those items noted as "Rejected" have previously been considered by the project team and were rejected.

The below listed pricing is guaranteed through June 30, 2024, or as indicated otherwise in this proposal, at which time the pricing and feasibility for the proposed change in scope would require an updated evaluation. The pricing for each item represents the adjustment required to the Base Bid GMP to incorporate the proposed change in scope. All quantities and descriptions listed in the narratives are part of the pricing provided. The pricing provided includes all applicable mark-ups for bonds, insurance, etc.

Note: The proposed change in scope and related pricing for various options may be overlapping in nature and may require revisions based on the combination of items accepted.

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

VALUE ENGINEERING AND BUDGET OPTIONS

[insert Value Engineering and Budget Options Worksheet into GMP Proposal]

Project: 50000213
Project Name: Clay County Fire Station #20
City, State: Greens Cove Springs, FL
Design Phase: GMP
GMP Phase

Date:
03/21/2024



VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Trade	Description of Proposed Change	COMMENTS	Estimated Value (+/-)	Accepted Value	Pending Value	Rejected Value	Open / Closed
1.1-1	GENERAL	ACKNOWLEDGING THAT THIS PROJECT WILL NOT PURSUE LEED CERTIFICATION. REDUCTIONS IN GCS, ELECTRICAL AND OTHER TRADES. VALUE HERE IS REDUCTION ON GC ONLY. THIS REDUCTION AND A SPECIFIC LINE ITEM IS NOT SHOWN. THIS REDUCED PE/APM FROM 52 WEEKS TO 30 WEEKS. 22WEEKS @ \$2,946/WK		64,812.00	64,812.00			
1.1-2	GENERAL	SALES TAX SAVINGS ALLOWANCE. IT IS UNDERSTOOD IF A BALANCE IN THIS NEGATIVE ALLOWANCE REMAINS AT PROJECT COMPLETION IT WILL BE FUNDED VIA CHANGE ORDER		(100,000.00)	(100,000.00)			
2.1-1	DEMO	CLARIFICATION HAZMAT/ASBESTOS SURVEY NOT INCLUDED IN GMP. WILL BE BY OWNER		\$ 2,500.00			\$ 2,500.00	
4.1-1	MASONRY	SPLITFACE CMU / MANUFACTURERS ALTERNATE OPTIONS: SUBSTITUTE SPLIT FACE UNIT SIMILAR IN COLOR BUT DIFFERENT MANUFACTURER. GLAZED RED AND GROUND FACE CMU REMAINS AS SPECIFIED.	Delivered colored options to DHA	\$ (40,900.00)	\$ (40,900.00)			
4.1-2	MASONRY	USE PAINTABLE SPLIT FACE CMU 56K:INCLUDES ALLOWANCE FOR PAINTING OF 10K		\$ (46,600.00)			\$ (46,600.00)	
5.1-1	STEEL	DEDUCT TO CHANGE STEEL FRAMING TO 4' OC WITH HORIZONTAL TOP AND BOTTOM AT SCREENWALL. THIS IS CREDIT TO STEEL OF \$3,275 BUT CAN'T BE TAKEN UNLESS WD-1 IS DIFFERENT TO SPAN LONGER: (THIS CAN ONLY BE USED WITH 6.01-2)	taken with 6.01-2 rejected	\$ (3,275.00)			\$ (3,275.00)	
6.01-1	WOOD FRAMING	REPLACE WD-1 SPEC'D MATERIAL WITH ALTERNATE 1X6 CYPRESS (MAY NOT BE IDEAL FOR LONGTERM MAINTENANCE.)	revisit what is in tower	\$ (16,600.00)			\$ (16,600.00)	
6.01-2	WOOD FRAMING	REPLACE WD-1 SPEC'D MATERIAL WITH ALTERNATE PRODUCT. LOOKING AT DIFFERENT LEVEL FIBERON OR LONGBOARD OPTION WHICH CAN SPAN LONGER. THIS WILL OFFSET WITH DEDUCT IN STEEL FRAMING: (THIS CAN ONLY BE USED WITH 5.1-1) WD-1 FIBERON = \$11,000.00 LONGBOARD=22,000.00 Values don't include tower	MORE EXPENSIVE rejected	\$ 32,000.00			\$ 32,000.00	
6.02-1	MILLWORK	ALTERNATE CHANGE STAINLESS CABINET TO LAMINATE CABINET WITH STAINLESS TOP/ DELAND/JW		\$ (39,097.00)			\$ (39,097.00)	

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VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Trade	Description of Proposed Change	COMMENTS	Estimated Value (+/-)	Accepted Value	Pending Value	Rejected Value	Open / Closed
6.02-2	MILLWORK	WARDROBE CABINETS FROM SPEC SHAKER STYLE TO WHITE OAK FLAT PANEL VENEER		\$ (28,101.00)	\$ (28,101.00)			
6.02-3	MILLWORK	ALTERNATE WARDROBE CABINETS BUNK/CAPTAINS FROM CUSTOM WHITE OAK VENEER CHANGE TO LAMINATE THIS CAN ONLY BE TAKEN WITH 6.02-2		\$ (4,632.00)	\$ (4,632.00)			
6.02-4	MILLWORK	ALTERNATE COUNTERTOP OPTION / DELAND CHANGE FROM SS TO ALL QUARTZ IN KITCHEN AREA. ADDED COST		\$ 8,200.00			\$ 8,200.00	
6.02-5	MILLWORK / LOCKERS	CHANGE PHENOLIC WOOD LOCKERS TO A STEEL POWDER COATED		\$ (5,200.00)		\$ (5,200.00)		
6.02-6	MILLWORK / LOCKERS	CHANGE PPE SPEC'D LOCKER MANUFACTURE TO FLORIDA PPE READY RACK SERVICES LOCKERS	REJECTED. THESE WILL BE BY OWNER	\$ (22,854.00)			\$ (22,854.00)	
6.02-7	MILLWORK / LOCKERS	DELETE PPE LOCKERS FROM CM SCOPE. OWNER WILL FURNISH AND INSTALL PPE LOCKERS	THESE WILL BE BY OWNER	\$ (48,750.00)	\$ (48,750.00)			
7.6-1	METAL WALL PANELS / ROOFING	POTENTIAL CHANGE FROM SS MANUFACTURER/GAUGE ALUMINUM TO STEEL GALVALUME WITH KYNAR USING 24 GAUGE STEEL FOR STANDING SEEM METAL ROOF		\$ (21,000.00)	\$ (21,000.00)			
7.6-4	METAL WALL PANELS / ROOFING	FURNISH AND INSTALL GAF TIMBERLINE SHINGLE ULTRA HDZ IN LIEU OF PETERSEN 040 ALUMINUM SNAP CLAD STANDARD SEAM METAL ROOF	CAN'T BE TAKEN WITH 7.6-1	\$ (155,000.00)			\$ (155,000.00)	
7.6-4	METAL WALL PANELS / ROOFING	FURNISH AND INSTALL 040 ALUMINUM 6" SQUARE GUTTERS AND 5X5 SQUARE DOWN SPOUTS IN LIEU OF 032 ALUMINUM HALF ROUND GUTTER AND ROUND DOWNSPOUTS.		\$ (10,500.00)	\$ (10,500.00)			

Project: 50000213
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VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Trade	Description of Proposed Change	COMMENTS	Estimated Value (+/-)	Accepted Value	Pending Value	Rejected Value	Open / Closed
8.02-1	GLASS AND GLAZING	CHANGE TOWER FROM 3 FORM POLYCARBONATE PANELS IN TOWER BEACON FEATURE TO 9/16" LAMINATED GLASS WITH 1/4" HS CLEAR GLASS + .075 VANCEVA RED INTERLAYER #012C + 1/4" HS CLEAR WITH SMOOTH EDGEWORK	TOWER NOT DELETED. OWNER OK WITH THIS. TO BE VERIFIED BY dha	\$ (43,260.00)		\$ (43,260.00)		
8.08-1	OVERHEAD DOORS	OPTION 1: REMOVE 4-FOLD DOORS AND INSTALL ALL GLASS IN FRONT TO MATCH REAR OF BUILDING. ALL DOORS MATCH	8.08-1 or 8.08-2 or 8.02-3. Only one can be taken	\$ (241,205.00)			\$ (241,205.00)	
8.08-2	OVERHEAD DOORS	OPTION 2: REMOVE 4-FOLD DOORS IN FRONT WITH GLASS AND (1) LITE SOLID STEEL/METAL ROLL UP DOORS IN REAR OF BUILDING WITH OPENERS.CLEAR ANODIZED	8.08-1 or 8.08-2 or 8.02-3. Only one can be taken	\$ (270,781.00)			\$ (270,781.00)	
8.08-3	OVERHEAD DOORS	OPTION 3: REMOVE 4-FOLD DOORS AND INSTALL GLASS IN FRONT AND ALL SOLID METAL IN REAR WITH OPENERS. CLEAR ANODIZED	8.08-1 or 8.08-2 or 8.02-3. Only one can be taken	\$ (260,915.00)			\$ (260,915.00)	
8.08-4	OVERHEAD DOORS	KEEP 4 - FOLD DOORS ON THE FRONT AND CHANGE REAR TO SOLID PAINTED STEEL DOOR WITH A SINGLE LITE OF GLASS AND (1) SOLID STEEL ROOL UP FOR 8X10.	VERIFIED STEEL WITH PAINT FINISH	\$ (45,591.00)	\$ (45,591.00)			
9.09-1	PAINTING	ADD WATERPROOFING BELOW GRADE ON CMU. PER RFI PRE--5. DHA VERIFIED NOT REQUIRED.		\$ 20,000.00			\$ 20,000.00	
21.01-1	FIRE PROTECTION	REMOVAL OF THE HEAT TRACE SYSTEM AND CHANGE THE APPARATUS BAY AND 4 ADDITIONAL ROOMS (RM 172, 181,182,183) TO A DRY SYSTEM . VERIFIED HEAT TRACE SYSTEM NOT REQUIRED AND COST WILL NOT BE INCLUDED IN GMP. SEE BELOW FOR ADDITION OF 2 HEATERS TO COMPENSATE FOR HEAT TRACE. SAVED 70K	Use with 23.01-1					
23.01-1	MECHANICAL	HEAT TRACE SYSTEM REMOVAL / HEATERS WILL NEED TO BE ADDED IN ROOMS 182 AND 183 IN LIEU OF THE HEAT TRACE SYSTEM. THIS WOULD ADD (2) 20 AMP 20 VOLT CIRCUITS FOR HEATERS IN BOTH ROOMS.	Only can be used with 21.01-1					
22.01-1	PLUMBING	"TD-1, 6" WIDE TRENCH DRAIN, ZURN MODEL Z886-HD PERMA- TRENCH DRAIN SYSTEM WITH HEAVY DUTY STAINLESS STEEL GRATE." The "HD" stands for carbon steel framing where the grate lays. We have assumed that class "C" heavy duty stainless grating is required. Class C is rated H2O loading for trucks. We can provide Watts Dead Level "P" trench drain with stainless frame and Class C stainless grate (in lieu of painted carbon steel), for this project, for a very nominal price difference of \$2,500.00	VERIFY GRATE IS STAINLESS. THIS SHOULD BE THE BODY	\$ 2,500.00	\$ 2,500.00			

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VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Trade	Description of Proposed Change	COMMENTS	Estimated Value (+/-)	Accepted Value	Pending Value	Rejected Value	Open / Closed
26.01-1	ELECTRICAL	100 AMP FOR CAR CHARGING STATION IN PARKING LOT GOING TO MDP PANEL. CAR CHARGING STATION IS NOT INCLUDED IN GMP AND WILL BE SUPPLIED BY OWNER		\$ (3,250.00)	\$ (3,250.00)			
26.01-2	ELECTRICAL	LIGHTNING PROTECTION SYSTEM (PROVIDE SEPARATE PRICE PER ELECTRICAL SPECS 26 0000-11 SECTION 2.15)		\$ (28,500.00)			\$ (28,500.00)	
26.01-3	ELECTRICAL	ADD CAR CHARGING STATION		\$ 6,430.00			\$ 6,430.00	
26.01-4	ELECTRICAL	REMOVE SUPPLYING GENERATOR AND ASSOCIATED ATS SWITCHES AND CAMLOCK CANS. INCLUDES GAS TANKS AND PUMPS. THESE WILL BE PROVIDED BY OWNER. INSTALLED BY CM		\$ (235,696.00)	\$ (235,696.00)			
31.1-1	SITE	CREDIT FOR OVER EXCAVATION OF POND IF NOT REQUIRED. Check with DHA	ENGINEER TO CONFIRM IF ABLE TO ACCEPT	\$ (41,865.00)			\$ (41,865.00)	
31.1-2	SITE	CREDIT FOR POND UNDERDRAINED IF NOT REQUIRED. Check DHA	ENGINEER TO CONFIRM IF ABLE TO ACCEPT	\$ (49,243.20)			\$ (49,243.20)	

TOWER DEDUCT

3.1-1T	CONCRETE	TOWER FOUNDATION AND SLAB DEDUCT	\$ (3,450.00)					
4.1-1T	MASONRY	DEDUCT TO ELIMINATE ALL TOWER MASONRY	\$ (40,700.00)					
5.1-1T	STEEL	DEDUCT TO ELIMINATE ALL TOWER STEEL.	\$ (116,650.00)					

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VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Trade	Description of Proposed Change	COMMENTS	Estimated Value (+/-)	Accepted Value	Pending Value	Rejected Value	Open / Closed
5.1-2T	STEEL	ADD BACK A PERMANENT LADDER / HATCH ALLOWANCE	\$ 20,000.00					
6.1-1T	WOOD FRAMING	DEDUCT TO ELIMINATE THE TOWER FRAMING, TRUSSES, AND FRAMING.	\$ (20,000.00)					
7.06-1T	ROOFING	DEDUCT TO ELIMINATE TOWER ROOF	\$ (4,000.00)					
8.03-1T	GLASS AND GLAZING	DEDUCT TO ELIMINATE ALL GLASS AT TOWER FROM BASE BID \$215,210.00	\$ (92,360.00)					
10.04-1	SIGNAGE	DEDUCT FOR SIGNAGE ON TOWER	\$ (1,250.00)					
26.01-1T	ELECTRICAL	DEDUCT TO ELIMINATE ALL ELECTRICAL AT TOWER	\$ (14,250.00)					
TOWER DEDUCT TOTAL: \$ (272,660.00) \$ (272,660.00) \$ (272,660.00)								
MEMORIAL AREA								
3.1-1M	CONCRETE	MEMORIAL DEDUCT / WAITING ON COST	\$ (31,250.00)					
3.1-2M	CONCRETE	ADD SIDEWALK IN LIEU OF MEMORIAL WITH STAIRS	\$ 6,100.00					

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VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Trade	Description of Proposed Change	COMMENTS	Estimated Value (+/-)	Accepted Value	Pending Value	Rejected Value	Open / Closed
5.1-1M	STEEL	COST TO REMOVE ALL STEEL FROM THE MEMORIAL	\$ (3,275.00)					
26.01-1M	ELECTRICIAL	DEDUCT FOR ELECTRICAL LIGHTING IN AREA	\$ (1,500.00)					
32.05-1M	LANDSCAPE	DEDUCT/CREDIT FOR REMOVAL OF LANDSCAPING IN MEMORIAL AREA AND TO INSTALL GRASS ON BOTH SIDES OF THE SIDEWALK.	\$ (1,243.53)					
32.06-1M	HARDSCAPE	DEDUCT FOR PAVERS	\$ (25,692.00)					
MEMORIAL AREA TOTAL:			\$ (56,860.53)	\$ (56,860.53)			\$ (56,861)	
REDUCE MONUMENT SIGN								
4.01-1MON	MASONRY	DEDUCT FOR PORTION OF MASONRY FOR MONUMENT ALLOWANCE	\$ (4,000.00)					
6.01-1MON	WOOD FRAMING	DEDUCT WD-1 FROM MONUMENT \$6,000 REMOVES ALL WD-1 LEAVING \$1,000 TO PUT BACK SOME	\$ (5,000.00)					
10.04-1MON	SIGNAGE	DEDUCT FOR LED DISPLAY BOARDS	\$ (50,845.00)					
REDUCE MONUMENT SIGN TOTAL:			\$ (59,845.00)	\$ (59,845.00)	\$ (59,845)			
REMOVAL OF (1) APPARATUS BAY								

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VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Trade	Description of Proposed Change	COMMENTS	Estimated Value (+/-)	Accepted Value	Pending Value	Rejected Value	Open / Closed
3.1-1AB	CONCRETE	REMOVAL OF 2500 SQ FT OF CONCRETE IN APPARATUS BAY	\$ (25,450.00)					
4.1-1AB	MASONRY	REMOVAL OF ALL MASONRY FOR ONE APPARATUS BAY	\$ (11,500.00)					
5.1-1AB	STEEL	DEDUCT TO REMOVE ALL STEEL FRAMING AND SUPPORTS IN (1) APPARATUS BAY AND BOLLARDS IN BAY	\$ (5,000.00)					
6.1-1AB	WOOD FRAMING	REMOVAL OF ALL WOOD FRAMING FOR (1) APPARATUS BAY	\$ (17,000.00)					
7.6-1AB	METAL WALL PANELS / ROOFING	REMOVAL OF ALL ROOFING AND METAL SIDING TO ELIMINATE (1) APPARATUS BAY	\$ (28,100.00)					
8.08-1	OVERHEAD DOORS	REMOVAL OF (1) 4-FOLD DOOR (1) FULL GLASS DOOR IN REAR	\$ (91,825.40)					
26.01-1M	ELECTRICIAL	DEDUCT FOR ELECTRICAL IN AREA	\$ (21,808.00)					
REMOVAL OF (1) APPARATUS BAY TOTAL:			\$ (200,683.40)	\$ (200,683.40)			\$ (200,683)	

HARDENING COST OF BUILDING (THIS WILL NOT BE CHANGED BUT TRACKING FOR FUNDING SOURCE)

8.01.1HC	DFH	DOOR HARDWARE AND ACCESSORIES TO HARDEN BUILDING SPECS AND PLANS						
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Project: 50000213
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VALUE ENGINEERING AND BUDGET OPTIONS

Item No. (Div. & No.)	Trade	Description of Proposed Change	COMMENTS	Estimated Value (+/-)	Accepted Value	Pending Value	Rejected Value	Open / Closed
8.03.1HC	GLASS AND GLAZING	ALL WINDOWS AND GLASS PER SPECS AND PLANS TO HARDEN BUILDING	\$ (10,150.00)					
8.08.1HC	OVERHEAD DOORS	DH PACE HARDENING COST IS 15% OF THE TOTAL COST TO HARDEN BUILDING						

LEED CERTIFIED COST THESE WILL BE ACCEPTED AND DELETED FROM PROJECT

2.01.1LEED	DEMOLITION	COST SAVING FOR LEED FOR 2.01 DEMOILITION SCOPE (cost for tracking and seperating all demo materials/waste)	(\$2,500.00)					
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					\$ (495,765)	\$ (48,460)	\$ (1,379,465)	N/A
					\$	(544,225)		
					\$		(544,225)	

Note: The above pricing has been prepared for the purpose of evaluating various proposed value engineering, design changes and/or budget options. The estimated cost and schedule adjustments for each item represent the effect that the proposed change will likely have on the project. Please note that some of the proposed value engineering, design changes and/or budget options may be overlapping in scope and revisions to the above may be required based on the items accepted.

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
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ALLOWANCE SCHEDULE

The following allowances are included in the GMP Proposal where a clear scope has not been defined by the GMP Documents or where the items require further research. These allowances are for the cost of work only and do not include costs for insurance, bonds, contingency, fee, etc.

It is understood that the Construction Manager's Contract will require adjustments by change order (either additive or deductive) for reconciling the difference between each of the below listed allowances and the actual costs and/or savings realized for each allowance.

<u>Description</u>	<u>Allowance Amount</u>
Division 01 – General Requirements	
Permitting & Regulatory Fees Allowance	\$125,000.00
Laboratory Testing Allowance	\$40,000.00
Small Tools & Equipment Allowance	\$2,500.00
Punch List Allowance	\$5,000.00
Added scope from permitting comments	\$50,000.00
Escalation	\$100,000.00
Tax Savings	(\$-100,000.00)
Division 23 – HVAC	
Heaters for freeze protection	\$40,000

END OF ALLOWANCE SCHEDULE

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

ALTERNATES NARRATIVE

Within this section we have included pricing for various Alternates for consideration by the Clay County Board of County Commissioners. At this time, none of these Alternates are included within the Base Bid GMP Proposal. The pricing for each alternate represents the adjustment required to the Base Bid GMP Proposal to incorporate the proposed change in scope. A summary listing of the proposed alternates is listed below. A more detailed description and a detailed cost report for each alternate have been provided immediately following this narrative. The pricing provided includes all applicable mark-ups for bonds, insurance, etc.

- Alternate No. 1 – Increase size of Monument size adding LED Graphics Add \$67,077

The Alternate Pricing provided is guaranteed through June 30, 2024, or as indicated otherwise in this proposal, at which time the pricing and feasibility for the proposed change in scope would require an updated evaluation.

Note: The proposed change in scope and related pricing for various Alternates may be overlapping in nature and may require revisions based on the combination of Alternates accepted.

In addition to the alternate pricing provided in this section of the proposal, pricing for various Value Engineering and Budget Options under consideration have been provided in Section IV-D of this proposal.

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

ALTERNATE NO. 1

Alternate Narrative:

Base Bid cut off the high portion of the Monument Sign and LED Graphics. This alternate is to add back this portion as shown in the documents

Adjustment to the Base Bid GMP: **Add** **\$67,077.00**

Note: A copy of the CM Detail Cost Report related to this alternate is attached and immediately follows this narrative.

Adjustment to the Contract Time: **None**

Sort Sequences:

1. Sec
2. Divisions
3. Not Used
4. Not Used

Estimate File: :50000213_Clay Co Fire Station 20_GMP05.est - CLAY CO
FIRE STATION, GREEN, COVE SPRINGS,

Estimator:

Primary Project Qty: 19122 :

Secondary Project Qty: 1 FLF

Estimate UM: Imperi:

Report includes Taxes & Insurance.

3:43:57PM

3/21/2024

Description	Unit\$	Total \$
-------------	--------	----------

NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!

Total Division 04 MASONRY		\$4,000
Total Division 06 WOOD & PLASTICS		\$5,000
Total Division 10 SPECIALTIES		\$50,845
Total Division 36 BONDS & INSURANCE		\$1,503
Total Division 37 WARRANTY		\$28
Total Division 80 CONTINGENCY		\$2,012
Total Division 95 OVERHEAD & FEE		\$3,689
Total Sec Z03 INCREASE MONUMENT SIGN		\$67,077

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :50000213_Clay Co Fire Station 20_GMP05.est - CLAY COUNTY FIRE ST/
GREEN, COVE SPRINGS, FL

Estimator:

Primary Project Qty: 19122 SF

Secondary Project Qty: 1 FLRS

Estimate UM: Imperial

Report includes Taxes & Insurance.

3:43:03PM

3/21/2024

Description	Quantity	Unit \$	Total \$
-------------	----------	---------	----------

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Sec Z03 INCREASE MONUMENT SIGN**Major Item Code 04000.000 MASONRY WORK****Minor Item Code 04200.000 MASONRY UNITS**

BP 04.01 - 1MON Increase Portion Masonry Allowance 1.00 ALLW 4,000.00 4,000

Total Minor Item Code 04200.000**\$4,000****MASONRY UNITS**

Total Major Item Code 04000.000 MASONRY WORK

\$4,000**Major Item Code 06000.000 LUMBER & ROUGH CARPENTRY****Minor Item Code 06100.000 ROUGH CARPENTRY**

BP 06.01 - 1MON ncrease WD1 from Monument (\$6,000 1.00 LS 5,000.00 5,000
Removes All WD1 Leaving \$1,000 to Put Back Some)

Total Minor Item Code 06100.000 ROUGH CARPENTRY

\$5,000

Total Major Item Code 06000.000 LUMBER & ROUGH CARPENTRY

\$5,000**Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES****Minor Item Code 10000.000 MISCELLANEOUS SPECIALTIES**

BP 10.04 - 1MON ncrease Signage 1.00 LS 50,845.00 50,845

Total Minor Item Code 10000.000 MISCELLANEOUS SPECIALTIES

\$50,845

Total Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES

\$50,845**Major Item Code 36000.000 BONDS & INSURANCE****Minor Item Code 36000.000 BONDS & INSURANCE**

Performance & Payment Bond 1.00 LS 490.00 490

General Liability 1.00 LS 691.00 691

Builder's Risk Insurance 1.00 LS 322.00 322

Total Minor Item Code 36000.000 BONDS & INSURANCE

\$1,503

Total Major Item Code 36000.000 BONDS & INSURANCE

\$1,503**Major Item Code 37000.000 WARRANTY****Minor Item Code 37000.000 WARRANTY**

Warranty Allocation 1.00 LS 28.00 28

Total Minor Item Code 37000.000 WARRANTY

\$28

Total Major Item Code 37000.000

\$28**Major Item Code 80000.000 CONTINGENCY****Minor Item Code 80000.000 CONTINGENCY**

Contingency 1.00 LS 2,012.00 2,012

Total Minor Item Code 80000.000 CONTINGENCY

\$2,012

Total Major Item Code 80000.000 CONTINGENCY

\$2,012**Major Item Code 95000.000 OVERHEAD & FEES****Minor Item Code 90000.000 OVERHEAD & FEES**

Construction Manager's Fee 1.00 LS 3,689.00 3,689

Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :50000213_Clay Co Fire Station 20_GMP05.est - CLAY COUNTY FIRE ST/
GREEN, COVE SPRINGS, FL

Estimator:

Primary Project Qty: 19122 SF
Secondary Project Qty: 1 FLRS
Estimate UM: Imperial

Report includes Taxes & Insurance.

3:43:03PM

3/21/2024

Description	Quantity	Unit \$	Total \$
-------------	----------	---------	----------

NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!!

Total Minor Item Code 90000.000

\$3,689

OVERHEAD & FEES

**Total Major Item Code 95000.000 OVERHEAD
& FEES**

\$3,689

Total Sec Z03 INCREASE MONUMENT SIGN

\$67,077

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

SITE UTILIZATION PLAN NARRATIVE

Refer to the attached Site Utilization Plan dated November 2, 2023 as prepared by Ajax Building Company, LLC and included in Section V-B of this proposal for the illustration of the below listed items.

Temporary Fencing

- Material: Six foot (6') high galvanized chain link fencing will be utilized for the temporary construction fencing.
- Locations: Temporary fencing will be installed at the locations indicated on the Site Utilization Plan.
- Visual Barriers: Full-height windscreening will be installed as a visual barrier on all chain link fencing and gates. This visual barrier will be maintained for the duration of the project.

Construction Entrances and Temporary Gates

- Primary Construction Entrance: The primary construction entrance is located on Idlewild Avenue. A 40' wide vehicle gate will be located at this entrance.
- Secondary Construction Entrance: Secondary entrance to the project site will be located on South West Street. A 40' wide vehicle gate will be located at this entrance. This entrance will serve as secondary and emergency access to the project site.
- All construction entrances intended for vehicular traffic will be stabilized with gravel, limerock, crushed concrete, asphalt millings, or other stabilization materials as determined appropriate by Ajax Building Company, LLC. Although it is anticipated that a large portion of the stabilization materials will be inherently absorbed by the project site, Ajax Building Company, LLC will endeavor to remove and dispose of these stabilization materials to a practical limit prior to the installation of site finishes.
- Note: The locations for all gates are indicated on the Site Utilization Plan.

Site Security

- Gate Security: All temporary gates, vehicle and pedestrian, will be chained and locked during non-work hours throughout the duration of the project.

Debris Removal

- Roll-off containers will be supplied and maintained by Ajax Building Company, LLC for removing construction debris from the project site.
- All roll-off container pulls will be scheduled by Ajax Building Company, LLC's Project Superintendent.
- Unless otherwise dictated by the progress/requirements of the project, Ajax Building Company, LLC will endeavor to perform all roll-off container pulls during business hours.

Tree Protection / Erosion Control / Barricades

- Tree protection: All tree protection required by the Contract Documents will be installed prior to the commencement of site work.
- Erosion Control: All silt fencing, hay bales and other erosion control measures required by the Contract Documents will be installed prior to the commencement of site work.
- Tree and Root Pruning: All tree and root pruning required will be performed in accordance with the Contract Documents.

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

Crane, Vehicle and Equipment Paths

- Crane, vehicle and equipment paths required for equipment and/or vehicle travel, bearing, access, etc. within the project site will be stabilized with gravel, limerock, crushed concrete, asphalt millings, or other stabilization materials as determined appropriate by Ajax Building Company, LLC.
- Although it is anticipated that a large portion of the stabilization materials will be inherently absorbed by the project site, Ajax Building Company, LLC will endeavor to remove and dispose of these stabilization materials to a practical limit prior to the installation of site finishes.

On-Site Material Storage

- Storage Containers: Various materials, equipment and fabricated items will be stored in Connex-type trailers, tractor trailers and storage boxes within the fenced area of the project site. All storage containers will be locked during non-work hours.
- Open Material Storage: Various materials, equipment and fabricated items that do not lend themselves to be stored in containers will be stored and/or staged on the project site. Such items will be stored on dunnage and protected from the elements as necessary to ensure that that quality and condition of the items is not jeopardized.

Temporary Facilities

- Jobsite Office Trailers: The locations for jobsite office trailers are indicated on the Site Utilization Plan. The locations indicated have been proposed to minimize interference with construction activities and to allow for minimal disturbance of the completed construction when the office trailers are removed at the completion of the project. All jobsite office trailers will be well-maintained units.
- Schedule: The project schedule indicates that the mobilization of jobsite office trailers will commence in May 2024 with the start of mobilization activities.
- Temporary Power:
 - Temporary electrical service for the jobsite office trailers will be obtained from service provider. The temporary electrical service is being provided by service provider and will be installed by Ajax.
 - Temporary electrical service for the construction site will be obtained from service provider. The temporary electrical service is being provided by service provider and will be installed by Ajax.
- Temporary Water:
 - Temporary water service for the jobsite office trailers will be obtained from service provider. The temporary water service is being provided by service provider and will be installed by Ajax.
 - Temporary water service for the construction site will be obtained from service provider. The temporary water service is being provided by service provider and will be installed by Ajax.
- Temporary Sanitary Sewer:
 - The temporary sanitary sewer service for the jobsite office trailers will be obtained by 1) tying into an existing sanitary sewer service, or 2) supplying a sanitary holding tank.
 - The temporary sanitary sewer service for the construction site will be obtained by 1) tying into an existing sanitary sewer service, or 2) supplying portable toilet facilities (port-o-lets).
 - In such cases that a holding tank or portable toilet facilities (port-o-lets) are required, those facilities will be serviced two (2) times per week or as otherwise necessary when they are in use.
- Temporary Telephone and Internet Services:

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213

Clay County Fire Station #20

GMP PROPOSAL

April 1, 2024

- Temporary telephone service for the jobsite office trailers will be obtained from service provider. The temporary telephone service is being provided by service provider and will be installed by service provider. Temporary internet service for the jobsite office trailers will be obtained from service provider. The temporary internet service is being provided by service provider. Cost for these services is included in the GMP.

Construction Traffic, Parking and Deliveries

- Ajax Building Company, LLC Office Staff: Ajax office staff will utilize the secondary entrance gate and drive for access, parking and project management activities. Parking for Ajax office staff will be in the location(s) indicated on the Site Utilization Plan.
- Construction Employees and Personnel: Construction employees and personnel will utilize the primary entrance gate and drive for access and parking. Parking for construction employees and personnel will be in the location(s) indicated on the Site Utilization Plan.
- Construction Deliveries: General construction related deliveries will utilize the primary entrance gate and drive for access to the project site.

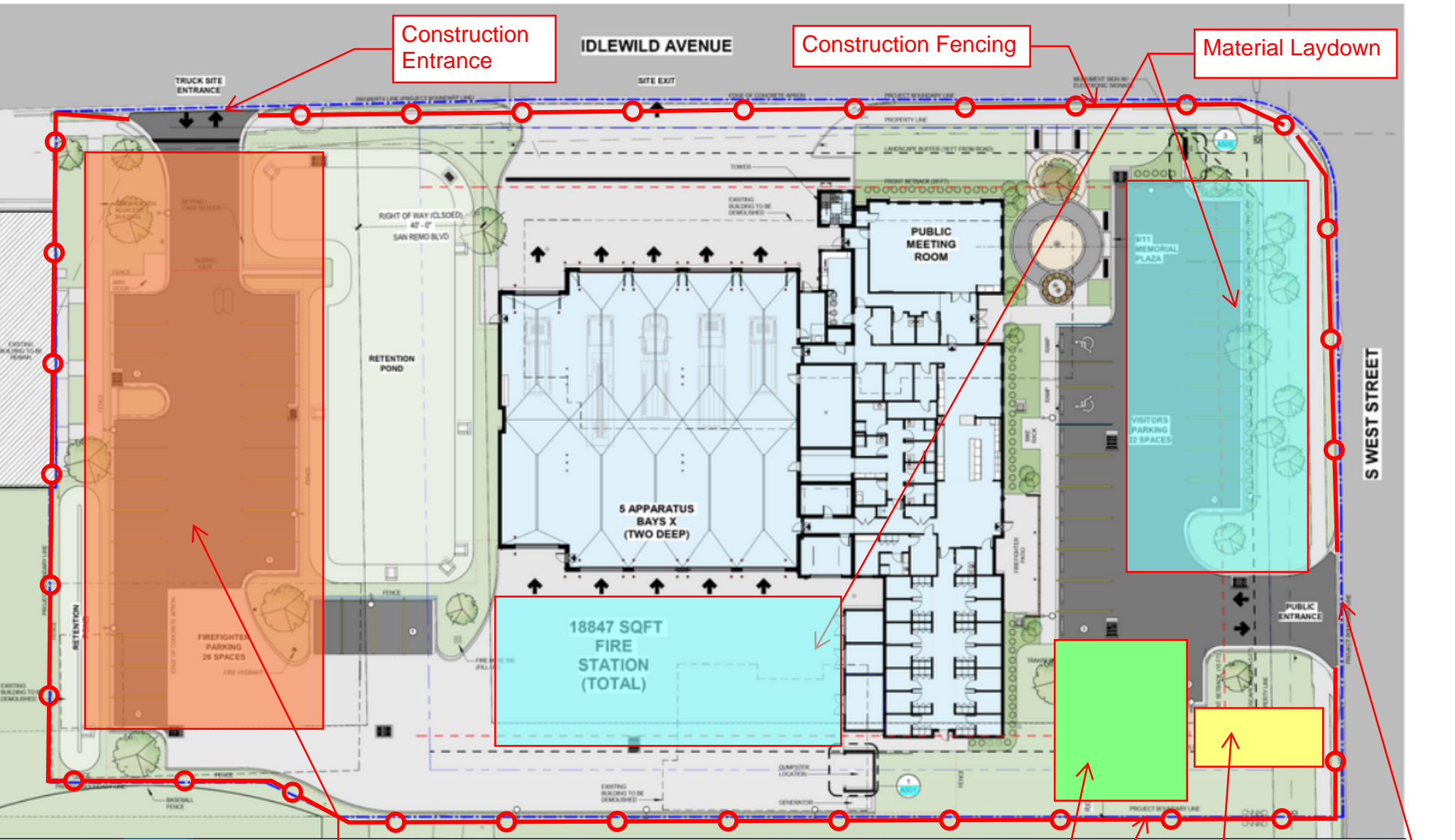
Maintenance of Site

- Ajax Building Company, LLC will maintain all temporary fencing, visual windscreen barriers, tree protection, erosion control measures, construction storage areas, and construction parking areas to ensure safety and an acceptable appearance. It is assumed that the Owner will continue to maintain all other areas outside the construction site or not occupied by Ajax Building Company, LLC.
- It is understood construction fencing cannot block the sidewalk on Idlewild for the full duration. This area/sidewalk will need to be blocked for the durations required to install sidewalks and tie-ins. Ajax will coordinate with the county during these event durations.
- Street sweeping will be performed as necessary.
- The site will be monitored for trash, debris, and general housekeeping. Cleanup and housekeeping will be performed on a regular basis as necessary to ensure safety and an acceptable appearance.

Emergency Contact Information

- Emergency Contacts: The following is a list of emergency contact numbers for Ajax Building Company, LLC personnel assigned to the project.

<u>Contact Person</u>	<u>Job Title</u>	<u>Contact Number</u>
Lon Neuman	Operations Manager	Office 904-262-8660 / Mobile 904-509-3312
Todd Scholes	Project Manager	Office 904-262-8660 / Mobile 904-832-7740
Brad Streb	Project Superintendent	Mobile 850-766-4442
Nick Story	Assistant Project Manager	Office 904-262-8660 / Mobile 904-577-6078



Clay County Fire Station #20
1305 FL-16, Green Cove Springs, FL
Site Logistics Plan
November 2, 2023

AJAX BUILDING COMPANY, LLC PROJECT NO. 50000213
Clay County Fire Station #20
GMP PROPOSAL
April 1, 2024

SCHEDULE NARRATIVE

Refer to the attached Master Project Schedule dated March 22, 2024 as prepared by Ajax Building Company, LLC and included in Section VI-B of this proposal for the illustration of the below listed items. The project schedule has been updated to include progress achieved through March 22, 2024.

The project schedule included within this proposal is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of thirteen (13) months for the construction phase of the project.

The following contractual dates are incorporated into the CM Contract via this GMP Proposal.

- | | |
|--------------------------|---------------|
| ▪ Substantial Completion | May 30, 2025 |
| ▪ Final Completion | June 27, 2025 |

The following additional Milestone Dates are anticipated within the project schedule to achieve the contractual dates listed above.

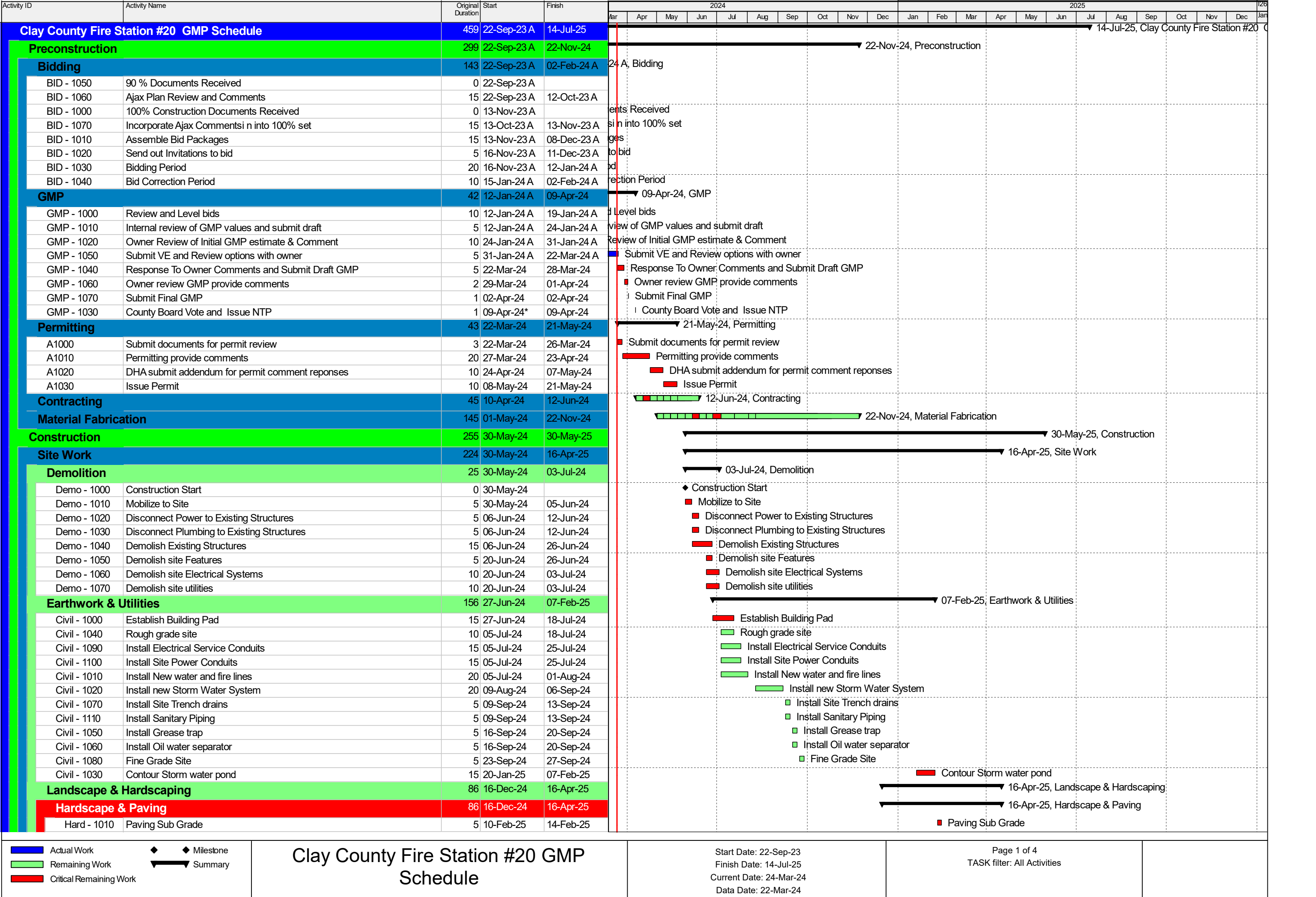
- | | |
|--|-------------------|
| ▪ Mobilization / Start of Construction | May 30, 2024 |
| ▪ Top-Out of Building Structure | November 30, 2024 |
| ▪ Building Dry-In | January 24, 2025 |
| ▪ Permanent Power | March 3, 2025 |
| ▪ Owner Occupancy | June 30, 2025 |

In order for construction activities to commence on May 30, 2024, as scheduled, the following contractual activities will need to be completed as indicated.

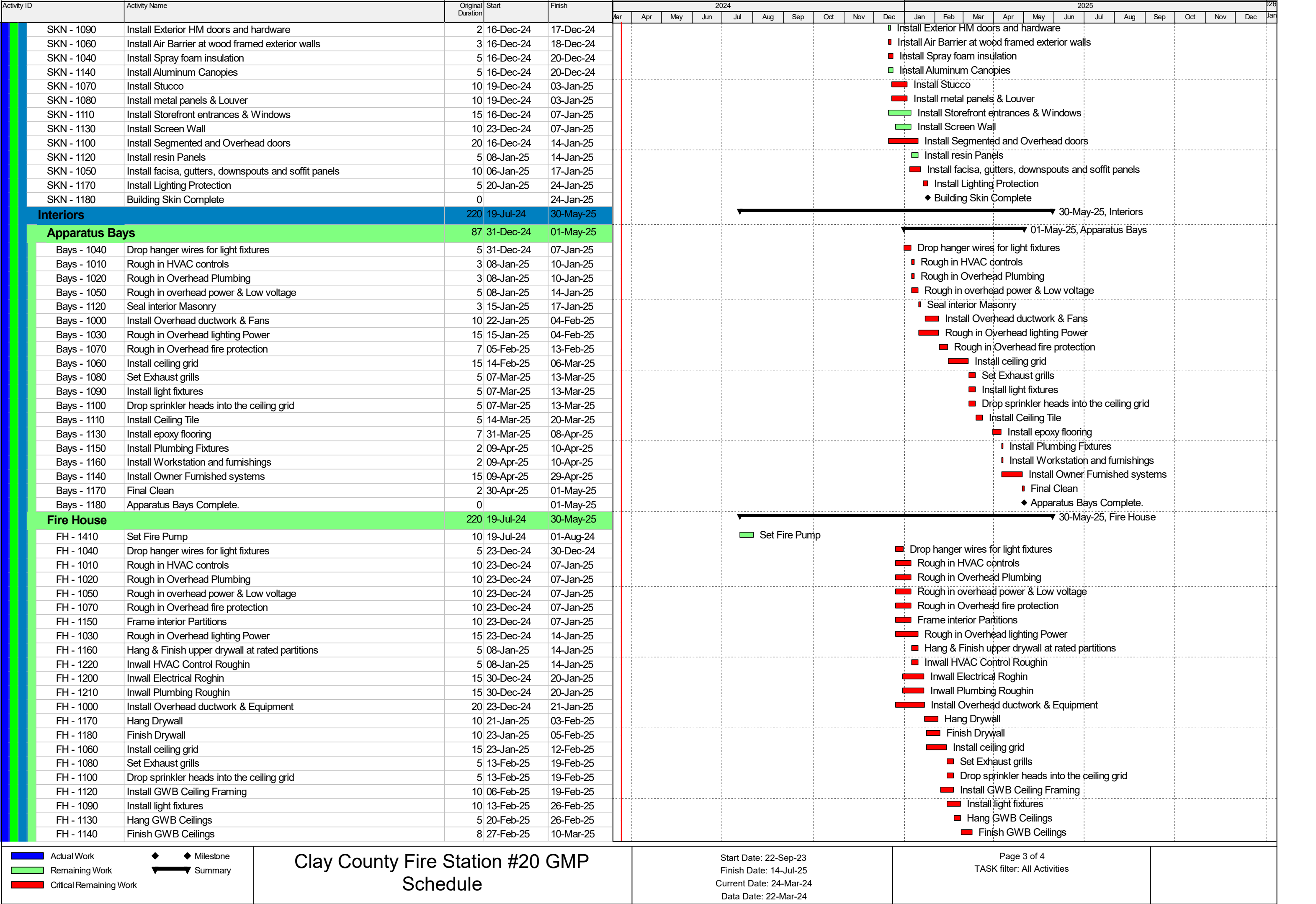
- | | |
|----------------------------------|----------------|
| ▪ GMP Negotiations Complete | March 29, 2024 |
| ▪ CM Contract Amendment Executed | April 10, 2024 |
| ▪ All Required Permits Issued | May 22, 2024 |
| ▪ Notice to Proceed Issued | April 11, 2024 |

Should any of the above listed dates not be met and therefore delay the commencement and/or progress of construction, the contractual substantial and final completion dates noted above will require extension on a day for day basis. In this case the Construction Manager will submit a change order to the Owner for its review and approval in accordance with the agreement.

In order to expedite the project start-up activities, the Design Team, the Construction Manager and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.



<div> <div>Actual Work</div> <div>Remaining Work</div> <div>Critical Remaining Work</div> </div> <div> <div>Milestone</div> <div>Summary</div> </div>	<div>Clay County Fire Station #20 GMP Schedule</div>	<div> <div>Start Date: 22-Sep-23</div> <div>Finish Date: 14-Jul-25</div> <div>Current Date: 24-Mar-24</div> <div>Data Date: 22-Mar-24</div> </div>	<div> <div>Page 2 of 4</div> <div>TASK filter: All Activities</div> </div>
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[illegible]

<div><div><div></div><div>Actual Work</div></div><div><div></div><div>Remaining Work</div></div><div><div></div><div>Critical Remaining Work</div></div><div><div>◆◆</div><div>Milestone</div></div><div><div>➔</div><div>Summary</div></div></div> <div>Clay County Fire Station #20 GMP Schedule</div> <div>Start Date: 22-Sep-23 Finish Date: 14-Jul-25 Current Date: 24-Mar-24 Data Date: 22-Mar-24</div> <div>Page 4 of 4 TASK filter: All Activities</div>				
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Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval to post Notice of Intent to Award Bid No. 23/24-039, Walter Odum Drainage Project (ARPA) to Besch and Smith Civil Group Inc. in the amount of \$1,353,910.65. Approval will be effective after the 72-hour protest period has expired. All work is to be completed by September 30, 2024.

Funding Source:

American Rescue Plan Fund-All Grants Organization-Infrastructure-Parks - Walter Odum Park - Drainage Improvements-GR010019 Coronavirus Local Fiscal Recovery Fund (American Rescue Plan) Award

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County requested bids from qualified General and Underground Utility and Excavation Contractors to complete enhancement grading and drainage, aiming to eliminate or reduce existing drainage issues at Walter Odum Park located at 450 Parkwood Drive Orange Park, FL 32073.

CGC, Inc. failed to submit a bid bond. Per the Purchasing Policy the failure to include with a Bid a proper Bid Bond, shall result in automatic rejection of a Bid and constitute a waiver of the right to protest.

911 Suppliers notified

34 Suppliers downloaded the Bid

3 Bids were received

4 Suppliers attended the Non-Mandatory Pre-Bid Meeting

If Yes, Was the item budgeted

(Yes\No\N/A):

Yes

American Rescue Plan Fund-All Grants Organization-Infrastructure-Parks - Walter Odum Park
- Drainage Improvements-GR010019 Coronavirus Local Fiscal Recovery Fund (American
Rescue Plan) Award

FD1054 - CC1233 - SC563000 - PRJ100423 - GR010019

Advanced Payment
(Yes/No):

No

Public Hearing Required (Yes\No):

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
Backup_RFB_No._2324-039	Cover Memo	4/2/2024	Backup_RFB_No._2324-039ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Purchasing	Streeper, Lisa	Approved	4/2/2024 - 4:07 PM	Item Pushed to Agenda



BID RECOMMENDATION FORM

TITLE:

Bid No. 23/24-039 Walter Odum Drainage Project
(ARPA)

DATE OF RECOMMENDATION:

March 18, 2024

BIDDERS

Besch and Smith Civil Group, Inc.

CGC, Inc.

C&H Marine Construction, Inc.

GRSC, Inc.

BID TOTAL

\$1,353,910.65

\$2,118,747.00

No Bid

Non-Responsive (No Bid Bond)

FUNDING SOURCE:

American Rescue Plan Fund-All Grants Organization-Infrastructure-Parks - Walter Odum Park - Drainage Improvements-GR010019 Coronavirus Local Fiscal Recovery Fund (American Rescue Plan) Award

FD1054-CC1233-SC563000-PRJ100423-GR010019

RECOMMENDATION:

Staff recommends to Award RFB No. 23/24-039 Walter Odum Drainage Project (ARPA) to Besch and Smith Civil Group Inc.

If only one Bid is received, state reason why accepted and not rebidding:

N/A

Staff Assigned to Tabulate Bids and Make Recommendations:**NAME/TITLE:**

Anthony Stimac

SIGNATURE:

Anthony J. Stimac

Digitally signed by Anthony J. Stimac
Date: 2024.03.18 10:28:36 -04'00'

BID TABULATION FORM

Bid: 23/24-039 Date: March 12, 2024
Proj: Walter Odum Drainage Project (ARPA) Time Open: 9:00 AM
Ad: Clay Today, February 8, 2024 Time Close: 9:05 AM

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

Bids to be evaluated based on evaluation criteria established in bid document

Bidder		Bid Bond	Total
1	Besch and Smith Civil Group Inc	Yes	\$ 1,353,910.65
2	CGC, Inc.	Yes	\$ 2,118,747.00
3	C&H Marine Construction	N/A	No Bid
4	GRSC	No	\$ 1,089,934.35
5			
6			
7			
8			
9			
10			
11			



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

EVALUATION TABULATION
RFB No. 23/24-039
Walter Odum Drainage Project (ARPA)
RESPONSE DEADLINE: March 11, 2024 at 4:30 pm

SELECTED VENDOR TOTALS

Vendor	Total
GRSC	\$1,089,934.35
Besch and Smith Civil Group Inc	\$1,353,910.648
CGC, Inc.	\$2,118,747.00

PRICING TABLE

NOTE: If submitting product equivalents, upload an itemized list of equivalents referencing the Pricing Table Line Item Number, the equivalent product name and part/model number, in Section 5. Supplier Questionnaire, Question #26, Product Equivalents.

Pricing Table					Besch and Smith Civil Group Inc		CGC, Inc.		GRSC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Mobilization										
X	1	Mobilization	1	Lump Sum	\$172,816.68	\$172,816.68	\$690,968.50	\$690,968.50	\$79,000.00	\$79,000.00
X	2	Surveys and As-Builts	1	Lump Sum	\$77,645.93	\$77,645.93	\$30,000.00	\$30,000.00	\$27,000.00	\$27,000.00
Site Plan										
X	3	Concrete Removal	546	Square Yards	\$23.63	\$12,901.98	\$40.00	\$21,840.00	\$22.00	\$12,012.00

EVALUATION TABULATION

RFB No. 23/24-039

Walter Odum Drainage Project (ARPA)

Pricing Table					Besch and Smith Civil Group Inc		CGC, Inc.		GRSC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	Fence Remove/Reinstall	922	Linear Feet	\$58.87	\$54,278.14	\$64.00	\$59,008.00	\$30.00	\$27,660.00
X	5	4" PVC Removal	379	Linear Feet	\$28.25	\$10,706.75	\$53.00	\$20,087.00	\$20.00	\$7,580.00
X	6	4" PVC Grout Fill	283	Linear Feet	\$33.91	\$9,596.53	\$35.00	\$9,905.00	\$190.00	\$53,770.00
X	7	18" CMP Removal	24	Linear Feet	\$120.28	\$2,886.72	\$75.00	\$1,800.00	\$30.00	\$720.00
X	8	15" HDPE Removal	61	Linear Feet	\$49.05	\$2,992.05	\$75.00	\$4,575.00	\$30.00	\$1,830.00
X	9	18" x 30" RCP Removal	117	Linear Feet	\$52.64	\$6,158.88	\$80.00	\$9,360.00	\$30.00	\$3,510.00
X	10	24" RCP Removal	344	Linear Feet	\$57.30	\$19,711.20	\$80.00	\$27,520.00	\$60.00	\$20,640.00
X	11	6" PVC (Downspout)	264	Linear Feet	\$8.37	\$2,209.68	\$100.00	\$26,400.00	\$200.00	\$52,800.00
X	12	8" HDPE	216	Linear Feet	\$38.51	\$8,318.16	\$250.00	\$54,000.00	\$80.00	\$17,280.00
X	13	15" HDPE	592	Linear Feet	\$147.91	\$87,562.72	\$300.00	\$177,600.00	\$65.00	\$38,480.00
X	14	18" HDPE	463	Linear Feet	\$85.44	\$39,558.72	\$300.00	\$138,900.00	\$65.00	\$30,095.00
X	15	24" HDPE	345	Linear Feet	\$111.94	\$38,619.30	\$310.00	\$106,950.00	\$85.00	\$29,325.00
X	16	18" CD-MES	3	Each	\$2,928.70	\$8,786.10	\$4,000.00	\$12,000.00	\$7,800.00	\$23,400.00
X	17	24" CD-MES	6	Each	\$2,734.97	\$16,409.82	\$5,000.00	\$30,000.00	\$10,500.00	\$63,000.00
X	18	DBI Type C	17	Each	\$5,388.88	\$91,610.96	\$7,373.00	\$125,341.00	\$7,800.00	\$132,600.00
X	19	DBI Type E	2	Each	\$6,583.49	\$13,166.98	\$8,721.00	\$17,442.00	\$9,000.00	\$18,000.00

EVALUATION TABULATION

Invitation For Bid - Walter Odum Drainage Project (ARPA)

Page 2

EVALUATION TABULATION
RFB No. 23/24-039
Walter Odum Drainage Project (ARPA)

Pricing Table					Besch and Smith Civil Group Inc		CGC, Inc.		GRSC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	20	Manhole Type J-7	2	Each	\$8,892.72	\$17,785.44	\$11,529.00	\$23,058.00	\$7,000.00	\$14,000.00
X	21	Underdrain Inspection Box	12	Each	\$4,399.40	\$52,792.80	\$1,194.00	\$14,328.00	\$700.00	\$8,400.00
X	22	Gutter w/Leaf Guard	400	Linear Feet	\$28.92	\$11,568.00	\$50.00	\$20,000.00	\$85.00	\$34,000.00
X	23	Drop Curb	130	Linear Feet	\$36.79	\$4,782.70	\$55.00	\$7,150.00	\$200.00	\$26,000.00
X	24	Trench Drain (Valley Gutter)	175	Linear Feet	\$166.29	\$29,100.75	\$381.00	\$66,675.00	\$200.00	\$35,000.00
X	25	Trench Drain (Sidewalk)	20	Linear Feet	\$144.93	\$2,898.60	\$400.00	\$8,000.00	\$100.00	\$2,000.00
X	26	6" Concrete	552	Square Yards	\$83.55	\$46,119.60	\$102.00	\$56,304.00	\$76.00	\$41,952.00
X	27	Excavation	932	Cubic Yards	\$142.69	\$132,987.08	\$8.00	\$7,456.00	\$30.00	\$27,960.00
X	28	Embarkment	564	Cubic Yards	\$171.76	\$96,872.64	\$35.00	\$19,740.00	\$40.00	\$22,560.00
X	29	Sod (Athletic Surface)	9598	Square Yards	\$13.38	\$128,421.24	\$10.00	\$95,980.00	\$8.75	\$83,982.50
X	30	Sod (General)	4445	Square Yards	\$10.84	\$48,183.80	\$9.00	\$40,005.00	\$8.75	\$38,893.75
X	31	Crushcrete	145	Square Yards	\$27.39	\$3,971.55	\$57.00	\$8,265.00	\$100.00	\$14,500.00
X	32	Stabilization Subgrade (12" Thick)	145	Square Yards	\$13.86	\$2,009.70	\$45.00	\$6,525.00	\$30.00	\$4,350.00
X	33	Erosion Control	1	Lump Sum	\$28,810.44	\$28,810.44	\$55,050.00	\$55,050.00	\$7,000.00	\$7,000.00

EVALUATION TABULATION

RFB No. 23/24-039

Walter Odum Drainage Project (ARPA)

Pricing Table					Besch and Smith Civil Group Inc		CGC, Inc.		GRSC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Irrigation Plan - If submitting product equivalents, upload an itemized list of equivalents referencing the Pricing Table Line Item Number, the equivalent product name and part/model number, in Section 5. Supplier Questionnaire, Question #26, Product Equivalents.										
X	34	K-Rain 14003 - 6" or equivalent	83	Each	\$286.87	\$23,810.21	\$300.00	\$24,900.00	\$25.00	\$2,075.00
X	35	Rain Bird PGA Angle - 1.5" or equivalent	24	Each	\$430.30	\$10,327.20	\$500.00	\$12,000.00	\$160.00	\$3,840.00
X	36	Rain Bird 44 RC - 1" or equivalent	8	Each	\$143.44	\$1,147.52	\$500.00	\$4,000.00	\$300.00	\$2,400.00
X	37	Rain Bird ESPLXME2P or equivalent	1	Each	\$3,406.55	\$3,406.55	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
X	38	Rain Bird RSD-Bex or equivalent	1	Each	\$143.44	\$143.44	\$2,500.00	\$2,500.00	\$250.00	\$250.00
X	39	Point of Connection	1	LOT	\$14,364.13	\$14,364.13	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
X	40	PVC Class 160 SDR 26 - 1"	2097	Linear Feet	\$1.51	\$3,166.47	\$10.00	\$20,970.00	\$11.00	\$23,067.00
X	41	PVC Class 160 SDR 26 - 1.25"	972.2	Linear Feet	\$2.51	\$2,440.222	\$11.00	\$10,694.20	\$15.00	\$14,583.00
X	42	PVC Class 160 SDR 26 - 2"	811.5	Linear Feet	\$4.06	\$3,294.69	\$13.00	\$10,549.50	\$9.00	\$7,303.50
X	43	PVC Class 200 SDR 21 - 1.5"	619.6	Linear Feet	\$3.11	\$1,926.956	\$13.00	\$8,054.80	\$11.00	\$6,815.60
X	44	PVC Class 200 SDR 21 - 2"	1454	Linear Feet	\$4.30	\$6,252.20	\$14.00	\$20,356.00	\$15.00	\$21,810.00

EVALUATION TABULATION

Invitation For Bid - Walter Odum Drainage Project (ARPA)

Page 4

EVALUATION TABULATION
RFB No. 23/24-039
Walter Odum Drainage Project (ARPA)

Pricing Table					Besch and Smith Civil Group Inc		CGC, Inc.		GRSC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	45	PVC Class 200 SDR 21 - 2.5"	166	Linear Feet	\$8.37	\$1,389.42	\$15.00	\$2,490.00	\$15.00	\$2,490.00
Total						\$1,353,910.648		\$2,118,747.00		\$1,089,934.35



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-039

Walter Odum Drainage Project (ARPA)

RESPONSE DEADLINE: March 11, 2024 at 4:30 pm

Besch and Smith Civil Group Inc Response

CONTACT INFORMATION

Company:

Besch and Smith Civil Group Inc

Email:

hblanton@beschandsmith.com

Contact:

Herbert Blanton

Address:

345 Cumberland Industrial Ct
St Augustine, FL 32095

Phone:

N/A

Website:

N/A

Submission Date:

Mar 11, 2024 12:20 PM



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-039

Walter Odum Drainage Project (ARPA)

RESPONSE DEADLINE: March 11, 2024 at 4:30 pm

C&H Marine Construction Response

CONTACT INFORMATION

Company:

C&H Marine Construction

Email:

jeff@candhmarine.com

Contact:

Jeff Coleman

Address:

417 Stowe Avenue, Unit B
Orange Park, FL 32073

Phone:

N/A

Website:

<https://www.candhmarine.com/>

Submission Date:

"No Bid" submitted on Feb 23, 2024 11:49 AM for the following reason:

We do not offer the products or services sought



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

RESPONSE DOCUMENT REPORT

RFB No. 23/24-039

Walter Odum Drainage Project (ARPA)

RESPONSE DEADLINE: March 11, 2024 at 4:30 pm

Report Generated: Wednesday, March 13, 2024

CGC, Inc. Response

CONTACT INFORMATION

Company:

CGC, Inc.

Email:

office@cgccivil.com

Contact:

Tammy Burkard

Address:

7036 12th Street W.
Jacksonville, FL 32220

Phone:

(904) 783-4119

Website:

N/A

Submission Date:

Mar 11, 2024 10:21 AM



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT
RFB No. 23/24-039
Walter Odum Drainage Project (ARPA)
RESPONSE DEADLINE: March 11, 2024 at 4:30 pm

GRSC Response

CONTACT INFORMATION

Company:

GRSC

Email:

nefl@grscinc.net

Contact:

Gaynam Rackstraw

Address:

1643 NW Dove Ct
Stuart, FL 34994

Phone:

N/A

Website:

grscinc.net

Submission Date:

Mar 10, 2024 6:18 PM

1. Scope of Work

1.1. Purpose

The Clay County Board of County Commissioners (County) is seeking a qualified General and Underground Utility and Excavation Contractor to complete enhancement grading and drainage, aiming to eliminate or reduce existing drainage issues at Walter Odum Park located at 450 Parkwood Drive Orange Park, FL 32073. Currently, the park has nuisance flooding and standing water, making playing fields and spectator areas unusable for extended periods, even after minor rainfall. The proposed improvements will address issues identified through multiple field reviews and park operators. The design of these improvements prioritizes both functionality and ease of maintenance. The prices submitted by Contractors shall include but are not limited to all costs of permits, labor, and equipment for the project.

1.2. Coronavirus State and Local Fiscal Recovery Funds

This Project is being supported, in whole or in part, by U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds ("SLFRF").

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

The General Contractor and Subcontractors will comply with all Federal laws, rules, regulations, and executive orders applicable to the receipt of funding from the Coronavirus Relief Fund. As provided for in the award terms, payments from the Fiscal Recovery Funds as a general matter will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([2 CFR part 200](#)) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost. ([Appendix II to 2 CFR Part 200](#) is included as an attachment.)

The Federal Government has transitioned from the use of the DUNS Number (i.e., an identifier issued by Dun and Bradstreet) to the Unique Entity Identifier (UEI) as the primary means of entity identification for Federal awards government-wide. UEIs are required in accordance with [2 CFR Part 25](#), and the transition from DUNS to UEI has resulted in the UEI being issued by the Federal Government in [SAM.gov](#).

1.3. Contractor Requirements

- Contractor shall provide all materials, labor, inspections, and equipment necessary to complete the project per the plans associated with this RFB.

- Contractor shall verify locations of existing structures, improvements, utilities (both overhead and underground), property lines, and confirm all proposed dimensions and elevations prior to commencing any construction or ordering any materials.
- All OSHA safety rules and Florida Trench Safety Act will be adhered to at all times. Contractor shall remove personnel from the job under the request of the County Project Manager or designee for unsafe working procedures.
- Contractor shall own or have full access to the appropriate personnel and equipment to complete the project requested.
- Contractor shall secure a stockpile location. Contractor shall not stockpile materials within the roadway right-of-way.
- Should the performance of the work occur during Hurricane Season, within ten (10) days of the date of Notice to Proceed, the Contractor shall submit to the Engineer and County Project Manager or designee a Hurricane Preparedness Plan. The plan should outline the necessary measures that the Contractor proposes to perform at no additional cost to the County in case of a hurricane warning. The plan shall detail these measures with specific action items defining responsible personnel.
- The Contractor shall provide three (3) references. In addition, the County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.
- The Contractor and Subcontractors may be requested to provide a list of equipment with identification (i.e. serial #, VIN, etc.), personnel with their position (e.g. foreman, laborer, etc.), and percentage of work performed.
- The Contractor shall submit weekly reports of construction activities. These reports shall include the following: Manpower, number of workers by craft; equipment on the project; major deliveries; detailed description of activities performed; any concerns; and other pertinent information. A similar report shall be submitted for/by each Subcontractor. The weekly reports shall be submitted to the County Project Manager within two (2) days of the report period end date. Each report shall be signed by the Contractor's Project Manager.
- The Contractor will be required to assign a Project Manager and provide contact information including emergency information to the County. This shall be updated as needed due to any changing of personnel.
- The Contractor shall attend progress meetings at least once per month or as needed by the progress of construction.

- The Contractor shall submit all required shop drawings/submittals with such promptness as to cause no delay in construction of the project.

1.4. Site Inspections

It is incumbent upon all bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Contractor. No claims for additional compensation will be considered on behalf of any Contractor, Subcontractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this bid and site conditions.

1.5. Permit & Fees

- The Contractor shall comply with all applicable State and local laws, ordinances, codes, and regulations.
- **This project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.**
- **For questions about permitting please contact:**

Clay County Building Department

- **Phone: (904)269-6307**
- **Email: permits@claycountygov.com**
- **Website: <https://www.claycountygov.com/government/building>**
- All applicable permits, fees, licenses, and final County and municipality inspections are the responsibility of and will be paid for by the Contractor as specified in the plans.
- All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the awarded Contract, including any related inspection fees.
- Utility service connection fees and required utility service fees, if any, will be paid for and coordinated by the Contractor.

1.6. Clean up & Restoration of Site

The Contractor(s) is responsible for keeping all work areas clean and safe at all times.

Excess materials, rubbish, garbage, debris, etc., generated shall be disposed of by the Contractor(s) daily at the Contractor's own expense; and disposed of off-site safely and legally. The Contractor(s) shall not stockpile debris, rubbish, garbage, excess materials, or other unwanted materials on the sidewalk or the street. Washing excess materials into the storm drain is prohibited. Payment for transportation and disposal of excess materials and removed materials shall be included in the price proposal, as no additional compensation will be made.

The Contractor(s) shall perform a final cleaning of the area, ensuring that the work area is left in a clean and safe condition.

1.7. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

1.8. Damage to Public or Private Property

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

1.9. Compliance with Occupation Safety and Health Act

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

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

1.10. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Contractor. This shall be immediately rectified by the Contractor at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Contractor until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

1.11. Self-Performed Work

The awarded Contractor is required to self-perform with its own workforce a minimum of forty-percent (40%) of the overall awarded Contract.

1.12. Warranty

The Contractor shall provide a warranty for all workmanship and materials for a period of two (2) years unless a longer manufacturer/guarantee is given. Warranty will begin from the date of final acceptance.

1.13. Term

All work must be completed by September 30, 2024.

1.14. Payment

The Contractor 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 Statute 218 as it may apply.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

1.15. Liquidated Damages

The Contractor shall be assessed Liquidated Damages (LD) of \$200.00 for each day past final completion date set by the Contract.

1.16. Performance Evaluation

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

1.17. Cancellation of Contract

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

1.18. Additional Services

If the County and/or awarded Contractor identifies any additional services to be provided by Contractor 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 Contractor.

2. Pricing Proposal

Clay County Board of County Commissioners reserves the right to reject any or all bids.

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

Upon request, Contractors may be required to provide further breakdown of cost and/or detailed schedule of values.

PRICING TABLE

NOTE: If submitting product equivalents, upload an itemized list of equivalents referencing the Pricing Table Line Item Number, the equivalent product name and part/model number, in Section 5. Supplier Questionnaire, Question #26, Product Equivalents.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mobilization					
1	Mobilization	1	Lump Sum		
2	Surveys and As-Builts	1	Lump Sum		
Site Plan					
3	Concrete Removal	546	Square Yards		
4	Fence Remove/Reinstall	922	Linear Feet		
5	4" PVC Removal	379	Linear Feet		
6	4" PVC Grout Fill	283	Linear Feet		
7	18" CMP Removal	24	Linear Feet		
8	15" HDPE Removal	61	Linear Feet		
9	18" x 30" RCP Removal	117	Linear Feet		
10	24" RCP Removal	344	Linear Feet		
11	6" PVC (Downspout)	264	Linear Feet		
12	8" HDPE	216	Linear Feet		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	15" HDPE	592	Linear Feet		
14	18" HDPE	463	Linear Feet		
15	24" HDPE	345	Linear Feet		
16	18" CD-MES	3	Each		
17	24" CD-MES	6	Each		
18	DBI Type C	17	Each		
19	DBI Type E	2	Each		
20	Manhole Type J-7	2	Each		
21	Underdrain Inspection Box	12	Each		
22	Gutter w/Leaf Guard	400	Linear Feet		
23	Drop Curb	130	Linear Feet		
24	Trench Drain (Valley Gutter)	175	Linear Feet		
25	Trench Drain (Sidewalk)	20	Linear Feet		
26	6" Concrete	552	Square Yards		
27	Excavation	932	Cubic Yards		
28	Embarkment	564	Cubic Yards		
29	Sod (Athletic Surface)	9,598	Square Yards		
30	Sod (General)	4,445	Square Yards		
31	Crushcrete	145	Square Yards		
32	Stabilization Subgrade (12" Thick)	145	Square Yards		
33	Erosion Control	1	Lump Sum		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Irrigation Plan - If submitting product equivalents, upload an itemized list of equivalents referencing the Pricing Table Line Item Number, the equivalent product name and part/model number, in Section 5. Supplier Questionnaire, Question #26, Product Equivalents.					
34	K-Rain 14003 - 6" or equivalent	83	Each		
35	Rain Bird PGA Angle - 1.5" or equivalent	24	Each		
36	Rain Bird 44 RC - 1" or equivalent	8	Each		
37	Rain Bird ESPLXME2P or equivalent	1	Each		
38	Rain Bird RSD-Bex or equivalent	1	Each		
39	Point of Connection	1	LOT		
40	PVC Class 160 SDR 26 - 1"	2,097	Linear Feet		
41	PVC Class 160 SDR 26 - 1.25"	972.2	Linear Feet		
42	PVC Class 160 SDR 26 - 2"	811.5	Linear Feet		
43	PVC Class 200 SDR 21 - 1.5"	619.6	Linear Feet		
44	PVC Class 200 SDR 21 - 2"	1,454	Linear Feet		
45	PVC Class 200 SDR 21 - 2.5"	166	Linear Feet		
TOTAL					


Project View Count

695

Vendor Funnel

 Followers	25
 Downloaders	34
 Applicants	5
 No Bids	1
 Submissions	3

▼ Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
1st Choice Engineering Construction & De <i>bart.ciambella@1stchoiceecd.com</i>	✓	✓			
All American Bonds and Insurance <i>jonathan@quickerbonds.com</i>		✓			
All in Site Services, LLC. <i>allinsiteservices@gmail.com</i>	✓	✓			
Apex Companies LLC  4.3 <i>josh.mcclintic@apexc.com</i>		✓			
B&B Outdoor Services, LLC  No Reviews <i>debbie@bb-outdoor.com</i>	✓	✓			
BESCH AND SMITH CIVIL GROUP INC. <i>hblanton@beschandsmith.com</i>	✓	✓	✓		✓
Badger Drilling LLC  No Reviews <i>mfoster@badgerdrillingllc.com</i>	✓	✓			
C&H Marine Construction  No Reviews <i>jeff@candhmarine.com</i>	✓	✓	✓	✓	
C. Slagter Construction, Inc.  No Reviews <i>renee@slagter.net</i>	✓	✓			
C.A.P. Contracting Inc.  No Reviews <i>peggyjohnson@capcontracting.com</i>	✓	✓			
CDM Contracting, Inc.  No Reviews <i>operations1@cdmcontracting.com</i>	✓	✓			
CDM Contracting, Inc.  No Reviews <i>p.henry@cdmcontracting.com</i>		✓			
CGC, Inc.  No Reviews <i>office@cgccivil.com</i>	✓	✓	✓		✓
Conner services <i>bob@connerservices.us</i>	✓	✓			
ConstructConnect  No Reviews <i>content@constructconnect.com</i>	✓	✓			
ConstructConnect <i>chris.cabanag@constructconnect.com</i>		✓			
DB Civil Construction  No Reviews	✓	✓			

estimating@dbcivilconstruction.com					
Diamond Environmental of Florida diamondenvironmental904@yahoo.com	✓	✓			
Dodge Data And Analytics No Reviews jayalakshmi@construction.com	✓	✓			
EarthBalance 4.5 bids@earthbalance.com		✓			
Florida Surety Bonds, Inc. No Reviews kim@floridasuretybonds.com	✓				
GRSC No Reviews nefi@grscinc.net	✓	✓	✓		✓
Janus Construction Corp. janusconstructioncorp@gmail.com	✓	✓			
KNEPPS CONSTRUCTION & EXCAVATING OF FLORIDA LLC brendon@kneppconstruction.com		✓			
Kirby Development, Inc. No Reviews bkluge@kirbydevelopment.com	✓	✓			
Mersino Dewatering diane.nesvacil@mersino.com	✓	✓			
Meskel & Associates Engineering kerry@meskelengineering.com	✓	✓			
PlanHub, Inc. hadams@planhub.com		✓			
Powers Development Group, Inc. brian.pate@powersdg.com	✓	✓	✓		
Prime Vendor Inc. No Reviews primevendor124@gmail.com		✓			
Source Management No Reviews sourcemanagement@deltek.com	✓	✓			
T.G. Utility Company, Inc. arios@tgutility.com	✓	✓			
Tocoi Engineering csohm@tocoi.com	✓	✓			
VendorLink, LLC bids@evendorlink.com		✓			
bidnet gbs@bidnet.com		✓			



In Partnership With



Non-Mandatory Pre-Bid Meeting, February 21, 2024

RFB No. 23/24-039, Walter Odum Drainage Project (ARPA)

Company	First Name	Last Name	Phone Number	Email Address
United Brothers Development Corp. 6924 Distribution Ave S Jacksonville, FL 32256 904-262-3227 / Fax 904-262-5505 MOB 904-545-5616 Contact: Charles Blevins e-mail Charles@UBD1.com			()	
			()	
			()	
Powers Dev. Group - Brian Pate			(904) 460 7950	brian.pate@powersdg.com
CGC, Inc.	Sonny	Barton	(904) 783-4119	office@cgccivil.com
GAI	Bobby	Jamieson	(904) 254-5003	r.jamieson@gaiconsultants.com
CONNOR CONST	Bob	Mathews	(904) 219-4386	Bob@connor-services.us
			()	
			()	



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval to post Notice of Intent to Award Bid No. 23/34-008, Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA) to Brothers Marine Construction, Inc. in the amount of \$577,334.72. This includes the award of installing a Bulkhead (Alternate Options 2 and 3) and the Dock Repair (Alternate Option 4). Approval will be effective after the 72-hour protest period has expired. Final completion shall be obtained within 165 days from the effective date of the Agreement.

Funding Source:

American Rescue Plan Fund - All Grants Organization - Infrastructure - Parks - Ronnie Van Zant - Dock Replacement & Erosion Control/Stabilization -Coronavirus Local Fiscal Recovery Fund (American Rescue Plan) Award

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County requested Bids from qualified Contractors to undertake stabilization, dock construction, and erosion control measures at Ronnie Van Zant Park. The Project will consist of Option 2 Bulkhead for a portion of the pond (\$257,303.58), Option 3 Bulkhead for the remainder of the Pond (\$246,893.14), and Option 4 Dock Repairs (\$73,138.00) for a total amount of: \$577,334.72.

1,067 Suppliers notified
44 Suppliers downloaded the Request for Bids
4 Bids were received
10 Contractors attended the Mandatory Pre Bid Meeting

Pursuant to Chapter 5, Section C, of the Purchasing Policy, the County Manager is authorized to approve and execute the Agreement on behalf of the Board following Board approval of the award.

Is Funding Required (Yes/No): If Yes, Was the item budgeted
Yes (Yes\No\N/A):
Yes

Funding Source:

American Rescue Plan Fund - All Grants Organization - Infrastructure - Parks - Ronnie Van Zant - Dock Replacement & Erosion Control/Stabilization -Coronavirus Local Fiscal Recovery Fund (American Rescue Plan) Award

Account No.:

FD1054 - CC1233 - SC563000 - PRJ100426 - GE010019

Sole Source (Yes\No): Advanced Payment
No (Yes\No):

Planning Requirements:
Public Hearing Required (Yes\No):

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Bid Backup	Backup Material	4/4/2024	BidBackup_Bid_No._2324-008.ADA.pdf

REVIEWERS:

Department Reviewer	Action	Date	Comments
Purchasing Streeper, Lisa	Approved	4/2/2024 - 4:07 PM	Item Pushed to Agenda



BID RECOMMENDATION FORM

TITLE:

RFB No. 23/24-008, Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

DATE OF RECOMMENDATION:

March 21, 2024

BIDDERS

Advantage Contracting Group

Brothers Marine Construction, Inc.

CGC, Inc.

C&H Marine Construction

BID TOTAL

TBD

TBD

TBD

TBD

FUNDING SOURCE:

American Rescue Plan Fund - All Grants Organization - Infrastructure - Parks - Ronnie Van Zant-Dock Replacement & Erosion Control/Stabilization - Coronavirus Local Fiscal Recovery Fund (American Rescue Plan) Award

FD1054 - CC1233 - SC563000 - PRJ100426 - GE010019

RECOMMENDATION:

Values listed are based on a full bulkhead around the lake and pier rehabilitation (Bid Options 2, 3, and 4 on the bid sheets). After a value and budgetary analysis, it was determined that Brothers Marine Construction, Inc. provided the lowest responsive bid for the criteria at \$577,334.72. Approval to accept staff's recommendation of RFB No. 23/24-008 Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA) and award to Brothers Marine Construction, Inc.

If only one Bid is received, state reason why accepted and not rebidding:

N/A

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE:

Tony Stimac, Program Manager

SIGNATURE:

Anthony J. Stimac

Digitally signed by Anthony J. Stimac
Date: 2024.03.21 12:28:34 -04'00'

BID TABULATION FORM

Bid: 23/24-008

Date:

March 15, 2024

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control

Proj: **Project (ARPA)**

Time Open:

9:00 AM

Ad: Clay Today: February 9, 2024

Time Close:

9:10 AM

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

Bids to be evaluated based on evaluation criteria established in bid document

Bidder		Bid Bond	Total
1	Advantage Contracting Group	Yes	2,388,075.76
2	Brothers Marine Construction, Inc.	Yes	1,335,509.74
3	CGC, Inc.	Yes	2,987,459.38
4	C&H Marine Construction	Yes	1,884,140.23
5			
6			
7			
8			
9			
10			
11			
12			



Clay County

Purchasing / Administrative and Contractual Services

477 Houston Street, Green Cove Springs, FL 32043

EVALUATION TABULATION

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

RESPONSE DEADLINE: March 14, 2024 at 4:00 pm

SELECTED VENDOR TOTALS FOR BULKHEAD AND DOCK REPAIR ONLY

Vendor	Total
Brothers Marine Construction Inc	\$577,334.72
C&H Marine Construction	\$1,047,179.08
CGC, Inc.	\$1,814,972.60
Advantage Contracting Group	\$1,866,197.54

BASE BID OPTION 1: RIP RAP

Base Bid Option 1: Rip Rap					Advantage Contracting Group			Brothers Marine Construction Inc			CGC, Inc.			C&H Marine Construction		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item
Rip-Rap from Sta 12+50.00 to Sta 19+50.00																
	1	Mobilization	1	LS	\$29,000.00	\$29,000.00		\$10,000.00	\$10,000.00		\$357,512.00	\$357,512.00		\$28,000.00	\$28,000.00	
	2	Floating turbidity barrier	20	LF	\$87.00	\$1,740.00	104-11	\$850.00	\$17,000.00	104-11	\$30.00	\$600.00	104-11	\$25.00	\$500.00	104-11
	3	Regular excavation	231	CY	\$41.68	\$9,628.08	120-1	\$39.54	\$9,133.74	120-1	\$15.00	\$3,465.00	120-1	\$58.50	\$13,513.50	120-1

EVALUATION TABULATION

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Base Bid Option 1: Rip Rap					Advantage Contracting Group			Brothers Marine Construction Inc			CGC, Inc.			C&H Marine Construction		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item
	4	Embankment	1267	CY	\$54.94	\$69,608.98	120-6	\$40.00	\$50,680.00	120-6	\$35.00	\$44,345.00	120-6	\$75.75	\$95,975.25	120-6
	5	DBI Type A	2	EA	\$10,730.00	\$21,460.00	425-1-501	\$4,385.00	\$8,770.00	425-1-501	\$7,440.00	\$14,880.00	425-1-501	\$4,458.00	\$8,916.00	425-1-501
	6	Optional pipe - 15"	86	LF	\$139.00	\$11,954.00	430-174-115	\$49.53	\$4,259.58	430-174-115	\$180.00	\$15,480.00	430-174-115	\$150.00	\$12,900.00	430-174-115
	7	MES - 15"	2	EA	\$1,392.00	\$2,784.00	430-982-121	\$1,450.00	\$2,900.00	430-982-121	\$2,773.00	\$5,546.00	430-982-121	\$1,300.00	\$2,600.00	430-982-121
	8	Rubble rip-rap, ditch lining	510	TN	\$129.92	\$66,259.20	530-3-4	\$360.00	\$183,600.00	530-3-4	\$218.00	\$111,180.00	530-3-4	\$303.00	\$154,530.00	530-3-4
	9	Performance turf, sod	1484	SY	\$6.96	\$10,328.64	570-1-2	\$7.25	\$10,759.00	570-1-2	\$8.15	\$12,094.60	570-1-2	\$19.00	\$28,196.00	570-1-2
	10	Pavilion gutters	1	LS	\$4,292.00	\$4,292.00	NA	\$2,350.00	\$2,350.00	NA	\$12,500.00	\$12,500.00	NA	\$1,675.00	\$1,675.00	NA
	11	6" ADS pipe	39	LF	\$103.24	\$4,026.36	NA	\$51.28	\$1,999.92	NA	\$81.00	\$3,159.00	NA	\$18.00	\$702.00	NA
	12	Surveying and As-builts	1	LS	\$2,000.00	\$2,000.00		\$15,000.00	\$15,000.00		\$23,000.00	\$23,000.00		\$12,000.00	\$12,000.00	
Total						\$233,081.26			\$316,452.24			\$603,761.60			\$359,507.75	

OPTION 1 ALTERNATE: RIP-RAP FOR THE REST OF POND

EVALUATION TABULATION

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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EVALUATION TABULATION

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Option 1 Alternate: Rip-Rap for the Rest of Pond					Advantage Contracting Group			Brothers Marine Construction Inc			CGC, Inc.			C&H Marine Construction		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item
	14	Regular excavation	72	CY	\$42.84	\$3,084.48	120-1	\$39.54	\$2,846.88	120-1	\$15.00	\$1,080.00	120-1	\$58.50	\$4,212.00	120-1
	15	Embankment	1770	CY	\$45.96	\$81,349.20	120-6	\$40.00	\$70,800.00	120-6	\$35.00	\$61,950.00	120-6	\$75.75	\$134,077.50	120-6
	16	Optional pipe - 18"	28	LF	\$310.71	\$8,699.88	430-174-118	\$71.05	\$1,989.40	430-174-118	\$200.00	\$5,600.00	430-174-118	\$154.00	\$4,312.00	430-174-118
	17	MES - Double 18"	1	EA	\$6,380.00	\$6,380.00	430-982-125	\$1,985.00	\$1,985.00	430-982-125	\$5,044.00	\$5,044.00	430-982-125	\$12,800.00	\$12,800.00	430-982-125
	18	Rubble rip-rap, ditch lining	686	TN	\$132.68	\$91,018.48	530-3-4	\$385.00	\$264,110.00	530-3-4	\$547.13	\$375,331.18	530-3-4	\$303.00	\$207,858.00	530-3-4
	19	Performance turf, sod	660	SY	\$6.96	\$4,593.60	570-1-2	\$6.85	\$4,521.00	570-1-2	\$16.00	\$10,560.00	570-1-2	\$19.00	\$12,540.00	570-1-2
	20	Surveying and As-builts	1	LS	\$1,000.00	\$1,000.00		\$15,000.00	\$15,000.00		\$20,000.00	\$20,000.00		\$9,000.00	\$9,000.00	
Total						\$196,125.64			\$361,252.28			\$479,565.18			\$384,799.50	

OPTION 2 ALTERNATE: BULKHEAD

Option 2 Alternate: Bulkhead					Advantage Contracting Group			Brothers Marine Construction Inc			CGC, Inc.			C&H Marine Construction		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item
Bulkhead from Sta 12+50.00 to Sta 19+50.00																
X	21	Mobilization	1	LS	\$29,000.00	\$29,000.00		\$10,000.00	\$10,000.00		\$358,162.00	\$358,162.00		\$32,000.00	\$32,000.00	

EVALUATION TABULATION

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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EVALUATION TABULATION

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Option 2 Alternate: Bulkhead					Advantage Contracting Group			Brothers Marine Construction Inc			CGC, Inc.			C&H Marine Construction		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item
X	22	Floating turbidity barrier	20	LF	\$87.00	\$1,740.00	104-11	\$50.00	\$1,000.00	104-11	\$30.00	\$600.00	104-11	\$25.00	\$500.00	104-11
X	23	Regular excavation	154	CY	\$41.68	\$6,418.72	120-1	\$39.54	\$6,089.16	120-1	\$15.00	\$2,310.00	120-1	\$58.50	\$9,009.00	120-1
X	24	Embankment	1169	CY	\$54.94	\$64,224.86	120-6	\$27.00	\$31,563.00	120-6	\$35.00	\$40,915.00	120-6	\$75.75	\$88,551.75	120-6
X	25	DBI Type A	2	EA	\$10,730.00	\$21,460.00	425-1-501	\$4,385.00	\$8,770.00	425-1-501	\$7,440.00	\$14,880.00	425-1-501	\$4,458.00	\$8,916.00	425-1-501
X	26	Optional pipe - 15"	86	LF	\$139.00	\$11,954.00	430-174-115	\$49.53	\$4,259.58	430-174-115	\$180.00	\$15,480.00	430-174-115	\$150.00	\$12,900.00	430-174-115
X	27	MES - 15"	2	EA	\$1,392.00	\$2,784.00	430-982-121	\$1,450.00	\$2,900.00	430-982-121	\$2,773.00	\$5,546.00	430-982-121	\$1,300.00	\$2,600.00	430-982-121
X	28	Performance turf, sod	1484	SY	\$6.96	\$10,328.64	570-1-2	\$6.99	\$10,373.16	570-1-2	\$8.15	\$12,094.60	570-1-2	\$19.00	\$28,196.00	570-1-2
X	29	Pavilion gutters	1	LS	\$4,292.00	\$4,292.00	NA	\$2,350.00	\$2,350.00	NA	\$12,500.00	\$12,500.00	NA	\$1,675.00	\$1,675.00	NA
X	30	Bulkhead with railing	588	LF	\$960.46	\$564,750.48	NA	\$280.61	\$164,998.68	NA	\$600.00	\$352,800.00	NA	\$422.10	\$248,194.80	NA
X	31	Surveying and As-builts	1	LS	\$2,500.00	\$2,500.00		\$15,000.00	\$15,000.00		\$23,000.00	\$23,000.00		\$9,000.00	\$9,000.00	
Total						\$719,452.70			\$257,303.58			\$838,287.60			\$441,542.55	

OPTION 3 ALTERNATE: BULKHEAD FOR THE REST OF THE POND

EVALUATION TABULATION

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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EVALUATION TABULATION

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Option 3 Alternate: Bulkhead for the Rest of the Pond					Advantage Contracting Group			Brothers Marine Construction Inc			CGC, Inc.			C&H Marine Construction		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item	Unit Cost	Total	FDOT Pay Item
X	33	Regular excavation	26	CY	\$41.68	\$1,083.68	120-1	\$39.54	\$1,028.04	120-1	\$15.00	\$390.00	120-1	\$58.50	\$1,521.00	120-1
X	34	Embankment	1517	CY	\$54.94	\$83,343.98	120-6	\$30.00	\$45,510.00	120-6	\$35.00	\$53,095.00	120-6	\$75.75	\$114,912.75	120-6
X	35	Optional pipe - 18"	28	LF	\$310.71	\$8,699.88	430-174-118	\$71.05	\$1,989.40	430-174-118	\$200.00	\$5,600.00	430-174-118	\$154.00	\$4,312.00	430-174-118
X	36	MES - Double 18"	1	EA	\$6,380.00	\$6,380.00	430-982-125	\$1,985.00	\$1,985.00	430-982-125	\$5,044.00	\$5,044.00	430-982-125	\$12,800.00	\$12,800.00	430-982-125
X	37	Performance turf, sod	660	SY	\$6.96	\$4,593.60	570-1-2	\$7.25	\$4,785.00	570-1-2	\$16.00	\$10,560.00	570-1-2	\$19.00	\$12,540.00	570-1-2
X	38	Bulkhead with railing	747	LF	\$960.41	\$717,426.27	NA	\$243.10	\$181,595.70	NA	\$866.00	\$646,902.00	NA	\$422.10	\$315,308.70	NA
X	39	Surveying and As-builts	1	LS	\$1,000.00	\$1,000.00		\$10,000.00	\$10,000.00		\$20,000.00	\$20,000.00		\$9,000.00	\$9,000.00	
Total						\$822,527.41			\$246,893.14			\$741,591.00			\$470,394.45	

ALTERNATE 4: DOCK REPAIRS

Alternate 4: Dock Repairs					Advantage Contracting Group			Brothers Marine Construction Inc			CGC, Inc.			C&H Marine Construction		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item	Unit Cost	Total	Pay Item	Unit Cost	Total	Pay Item	Unit Cost	Total	Pay Item
X	40	Deck railing	356	LF	\$290.88	\$103,553.28	NA	\$40.00	\$14,240.00	NA	\$173.00	\$61,588.00	NA	\$149.00	\$53,044.00	NA
X	41	Deck rehab	1471	SF	\$148.65	\$218,664.15	NA	\$38.00	\$55,898.00	NA	\$114.00	\$167,694.00	NA	\$52.48	\$77,198.08	NA

EVALUATION TABULATION

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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EVALUATION TABULATION

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Alternate 4: Dock Repairs					Advantage Contracting Group			Brothers Marine Construction Inc			CGC, Inc.			C&H Marine Construction		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item	Unit Cost	Total	Pay Item	Unit Cost	Total	Pay Item	Unit Cost	Total	Pay Item
X	42	Surveying and As-builts	1	LS	\$2,000.00	\$2,000.00		\$3,000.00	\$3,000.00		\$5,812.00	\$5,812.00		\$5,000.00	\$5,000.00	
Total						\$324,217.43			\$73,138.00			\$235,094.00			\$135,242.08	

ALTERNATE 5: SIDEWALK

Alternate 5: Sidewalk					Advantage Contracting Group			Brothers Marine Construction Inc			CGC, Inc.			C&H Marine Construction		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Pay Item	Unit Cost	Total	Pay Item	Unit Cost	Total	Pay Item	Unit Cost	Total	Pay Item
	43	Sidewalk	1001	SY	\$89.32	\$89,409.32	522-1	\$72.00	\$72,072.00	522-1	\$78.00	\$78,078.00	522-1	\$78.90	\$78,978.90	522-1
	44	Performance turf, sod	325	SY	\$6.96	\$2,262.00	570-1-2	\$7.38	\$2,398.50	570-1-2	\$16.00	\$5,200.00	570-1-2	\$19.00	\$6,175.00	570-1-2
	45	Surveying and As-builts	1	LS	\$1,000.00	\$1,000.00		\$6,000.00	\$6,000.00		\$5,882.00	\$5,882.00		\$7,500.00	\$7,500.00	
Total						\$92,671.32			\$80,470.50			\$89,160.00			\$92,653.90	

EVALUATION TABULATION

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

RESPONSE DEADLINE: March 14, 2024 at 4:00 pm

Advantage Contracting Group Response

CONTACT INFORMATION

Company:

Advantage Contracting Group

Email:

ryanw.acg@gmail.com

Contact:

Ryan Worthington

Address:

4200 COUNTY ROAD 218
MIDDLEBURG, FL 32068

Phone:

N/A

Website:

N/A

Submission Date:

Mar 14, 2024 3:41 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 13, 2024 9:01 AM by Ryan Worthington

PRICE TABLES

BASE BID OPTION 1: RIP RAP

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
Rip-Rap from Sta 12+50.00 to Sta 19+50.00						
1		Mobilization	LS	1	\$29,000.00	\$29,000.00
2	104-11	Floating turbidity barrier	LF	20	\$87.00	\$1,740.00
3	120-1	Regular excavation	CY	231	\$41.68	\$9,628.08
4	120-6	Embankment	CY	1,267	\$54.94	\$69,608.98
5	425-1-501	DBI Type A	EA	2	\$10,730.00	\$21,460.00
6	430-174-115	Optional pipe - 15"	LF	86	\$139.00	\$11,954.00
7	430-982-121	MES - 15"	EA	2	\$1,392.00	\$2,784.00
8	530-3-4	Rubble rip-rap, ditch lining	TN	510	\$129.92	\$66,259.20
9	570-1-2	Performance turf, sod	SY	1,484	\$6.96	\$10,328.64
10	NA	Pavilion gutters	LS	1	\$4,292.00	\$4,292.00

RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
11	NA	6" ADS pipe	LF	39	\$103.24	\$4,026.36
12		Surveying and As-builts	LS	1	\$2,000.00	\$2,000.00
TOTAL						\$233,081.26

OPTION 1 ALTERNATE: RIP-RAP FOR THE REST OF POND

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
14	120-1	Regular excavation	CY	72	\$42.84	\$3,084.48
15	120-6	Embankment	CY	1,770	\$45.96	\$81,349.20
16	430-174-118	Optional pipe - 18"	LF	28	\$310.71	\$8,699.88
17	430-982-125	MES - Double 18"	EA	1	\$6,380.00	\$6,380.00
18	530-3-4	Rubble rip-rap, ditch lining	TN	686	\$132.68	\$91,018.48
19	570-1-2	Performance turf, sod	SY	660	\$6.96	\$4,593.60
20		Surveying and As-builts	LS	1	\$1,000.00	\$1,000.00
TOTAL						\$196,125.64

OPTION 2 ALTERNATE: BULKHEAD

RESPONSE DOCUMENT REPORT

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Page 3

RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
Bulkhead from Sta 12+50.00 to Sta 19+50.00						
21		Mobilization	LS	1	\$29,000.00	\$29,000.00
22	104-11	Floating turbidity barrier	LF	20	\$87.00	\$1,740.00
23	120-1	Regular excavation	CY	154	\$41.68	\$6,418.72
24	120-6	Embankment	CY	1,169	\$54.94	\$64,224.86
25	425-1-501	DBI Type A	EA	2	\$10,730.00	\$21,460.00
26	430-174-115	Optional pipe - 15"	LF	86	\$139.00	\$11,954.00
27	430-982-121	MES - 15"	EA	2	\$1,392.00	\$2,784.00
28	570-1-2	Performance turf, sod	SY	1,484	\$6.96	\$10,328.64
29	NA	Pavilion gutters	LS	1	\$4,292.00	\$4,292.00
30	NA	Bulkhead with railing	LF	588	\$960.46	\$564,750.48
31		Surveying and As-builts	LS	1	\$2,500.00	\$2,500.00
TOTAL						\$719,452.70

OPTION 3 ALTERNATE: BULKHEAD FOR THE REST OF THE POND

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
33	120-1	Regular excavation	CY	26	\$41.68	\$1,083.68

RESPONSE DOCUMENT REPORT

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
34	120-6	Embankment	CY	1,517	\$54.94	\$83,343.98
35	430-174-118	Optional pipe - 18"	LF	28	\$310.71	\$8,699.88
36	430-982-125	MES - Double 18"	EA	1	\$6,380.00	\$6,380.00
37	570-1-2	Performance turf, sod	SY	660	\$6.96	\$4,593.60
38	NA	Bulkhead with railing	LF	747	\$960.41	\$717,426.27
39		Surveying and As-builts	LS	1	\$1,000.00	\$1,000.00
TOTAL						\$822,527.41

ALTERNATE 4: DOCK REPAIRS

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
40	NA	Deck railing	LF	356	\$290.88	\$103,553.28
41	NA	Deck rehab	SF	1,471	\$148.65	\$218,664.15
42		Surveying and As-builts	LS	1	\$2,000.00	\$2,000.00
TOTAL						\$324,217.43

ALTERNATE 5: SIDEWALK

RESPONSE DOCUMENT REPORT

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
43	522-1	Sidewalk	SY	1,001	\$89.32	\$89,409.32
44	570-1-2	Performance turf, sod	SY	325	\$6.96	\$2,262.00
45		Surveying and As-builts	LS	1	\$1,000.00	\$1,000.00
TOTAL						\$92,671.32



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

RESPONSE DEADLINE: March 14, 2024 at 4:00 pm

Brothers Marine Construction Inc Response

CONTACT INFORMATION

Company:

Brothers Marine Construction Inc

Email:

brothersmarineconstruction@gmail.com

Contact:

tyler giebeig

Address:

1800 Lakemont Circle
middleburg, FL 32068

Phone:

(904) 403-5059

Website:

N/A

Submission Date:

Mar 14, 2024 3:56 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 5, 2024 10:40 AM by tyler giebeig

PRICE TABLES

BASE BID OPTION 1: RIP RAP

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
Rip-Rap from Sta 12+50.00 to Sta 19+50.00						
1		Mobilization	LS	1	\$10,000.00	\$10,000.00
2	104-11	Floating turbidity barrier	LF	20	\$850.00	\$17,000.00
3	120-1	Regular excavation	CY	231	\$39.54	\$9,133.74
4	120-6	Embankment	CY	1,267	\$40.00	\$50,680.00
5	425-1-501	DBI Type A	EA	2	\$4,385.00	\$8,770.00
6	430-174-115	Optional pipe - 15"	LF	86	\$49.53	\$4,259.58
7	430-982-121	MES - 15"	EA	2	\$1,450.00	\$2,900.00
8	530-3-4	Rubble rip-rap, ditch lining	TN	510	\$360.00	\$183,600.00
9	570-1-2	Performance turf, sod	SY	1,484	\$7.25	\$10,759.00
10	NA	Pavilion gutters	LS	1	\$2,350.00	\$2,350.00

RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
11	NA	6" ADS pipe	LF	39	\$51.28	\$1,999.92
12		Surveying and As-builts	LS	1	\$15,000.00	\$15,000.00
TOTAL						\$316,452.24

OPTION 1 ALTERNATE: RIP-RAP FOR THE REST OF POND

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
14	120-1	Regular excavation	CY	72	\$39.54	\$2,846.88
15	120-6	Embankment	CY	1,770	\$40.00	\$70,800.00
16	430-174-118	Optional pipe - 18"	LF	28	\$71.05	\$1,989.40
17	430-982-125	MES - Double 18"	EA	1	\$1,985.00	\$1,985.00
18	530-3-4	Rubble rip-rap, ditch lining	TN	686	\$385.00	\$264,110.00
19	570-1-2	Performance turf, sod	SY	660	\$6.85	\$4,521.00
20		Surveying and As-builts	LS	1	\$15,000.00	\$15,000.00
TOTAL						\$361,252.28

OPTION 2 ALTERNATE: BULKHEAD

RESPONSE DOCUMENT REPORT

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
Bulkhead from Sta 12+50.00 to Sta 19+50.00						
21		Mobilization	LS	1	\$10,000.00	\$10,000.00
22	104-11	Floating turbidity barrier	LF	20	\$50.00	\$1,000.00
23	120-1	Regular excavation	CY	154	\$39.54	\$6,089.16
24	120-6	Embankment	CY	1,169	\$27.00	\$31,563.00
25	425-1-501	DBI Type A	EA	2	\$4,385.00	\$8,770.00
26	430-174-115	Optional pipe - 15"	LF	86	\$49.53	\$4,259.58
27	430-982-121	MES - 15"	EA	2	\$1,450.00	\$2,900.00
28	570-1-2	Performance turf, sod	SY	1,484	\$6.99	\$10,373.16
29	NA	Pavilion gutters	LS	1	\$2,350.00	\$2,350.00
30	NA	Bulkhead with railing	LF	588	\$280.61	\$164,998.68
31		Surveying and As-builts	LS	1	\$15,000.00	\$15,000.00
TOTAL						\$257,303.58

OPTION 3 ALTERNATE: BULKHEAD FOR THE REST OF THE POND

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
33	120-1	Regular excavation	CY	26	\$39.54	\$1,028.04

RESPONSE DOCUMENT REPORT

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
34	120-6	Embankment	CY	1,517	\$30.00	\$45,510.00
35	430-174-118	Optional pipe - 18"	LF	28	\$71.05	\$1,989.40
36	430-982-125	MES - Double 18"	EA	1	\$1,985.00	\$1,985.00
37	570-1-2	Performance turf, sod	SY	660	\$7.25	\$4,785.00
38	NA	Bulkhead with railing	LF	747	\$243.10	\$181,595.70
39		Surveying and As-builts	LS	1	\$10,000.00	\$10,000.00
TOTAL						\$246,893.14

ALTERNATE 4: DOCK REPAIRS

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
40	NA	Deck railing	LF	356	\$40.00	\$14,240.00
41	NA	Deck rehab	SF	1,471	\$38.00	\$55,898.00
42		Surveying and As-builts	LS	1	\$3,000.00	\$3,000.00
TOTAL						\$73,138.00

ALTERNATE 5: SIDEWALK

RESPONSE DOCUMENT REPORT

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
43	522-1	Sidewalk	SY	1,001	\$72.00	\$72,072.00
44	570-1-2	Performance turf, sod	SY	325	\$7.38	\$2,398.50
45		Surveying and As-builts	LS	1	\$6,000.00	\$6,000.00
TOTAL						\$80,470.50



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

RESPONSE DEADLINE: March 14, 2024 at 4:00 pm

CGC, Inc. Response

CONTACT INFORMATION

Company:

CGC, Inc.

Email:

office@cgccivil.com

Contact:

Tammy Burkard

Address:

7036 12th Street W.
Jacksonville, FL 32220

Phone:

N/A

Website:

N/A

Submission Date:

Mar 14, 2024 1:23 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 11, 2024 1:12 PM by Tammy Burkard

PRICE TABLES

BASE BID OPTION 1: RIP RAP

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
Rip-Rap from Sta 12+50.00 to Sta 19+50.00						
1		Mobilization	LS	1	\$357,512.00	\$357,512.00
2	104-11	Floating turbidity barrier	LF	20	\$30.00	\$600.00
3	120-1	Regular excavation	CY	231	\$15.00	\$3,465.00
4	120-6	Embankment	CY	1,267	\$35.00	\$44,345.00
5	425-1-501	DBI Type A	EA	2	\$7,440.00	\$14,880.00
6	430-174-115	Optional pipe - 15"	LF	86	\$180.00	\$15,480.00
7	430-982-121	MES - 15"	EA	2	\$2,773.00	\$5,546.00
8	530-3-4	Rubble rip-rap, ditch lining	TN	510	\$218.00	\$111,180.00
9	570-1-2	Performance turf, sod	SY	1,484	\$8.15	\$12,094.60
10	NA	Pavilion gutters	LS	1	\$12,500.00	\$12,500.00

RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
11	NA	6" ADS pipe	LF	39	\$81.00	\$3,159.00
12		Surveying and As-builts	LS	1	\$23,000.00	\$23,000.00
TOTAL						\$603,761.60

OPTION 1 ALTERNATE: RIP-RAP FOR THE REST OF POND

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
14	120-1	Regular excavation	CY	72	\$15.00	\$1,080.00
15	120-6	Embankment	CY	1,770	\$35.00	\$61,950.00
16	430-174-118	Optional pipe - 18"	LF	28	\$200.00	\$5,600.00
17	430-982-125	MES - Double 18"	EA	1	\$5,044.00	\$5,044.00
18	530-3-4	Rubble rip-rap, ditch lining	TN	686	\$547.13	\$375,331.18
19	570-1-2	Performance turf, sod	SY	660	\$16.00	\$10,560.00
20		Surveying and As-builts	LS	1	\$20,000.00	\$20,000.00
TOTAL						\$479,565.18

OPTION 2 ALTERNATE: BULKHEAD

RESPONSE DOCUMENT REPORT

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
Bulkhead from Sta 12+50.00 to Sta 19+50.00						
21		Mobilization	LS	1	\$358,162.00	\$358,162.00
22	104-11	Floating turbidity barrier	LF	20	\$30.00	\$600.00
23	120-1	Regular excavation	CY	154	\$15.00	\$2,310.00
24	120-6	Embankment	CY	1,169	\$35.00	\$40,915.00
25	425-1-501	DBI Type A	EA	2	\$7,440.00	\$14,880.00
26	430-174-115	Optional pipe - 15"	LF	86	\$180.00	\$15,480.00
27	430-982-121	MES - 15"	EA	2	\$2,773.00	\$5,546.00
28	570-1-2	Performance turf, sod	SY	1,484	\$8.15	\$12,094.60
29	NA	Pavilion gutters	LS	1	\$12,500.00	\$12,500.00
30	NA	Bulkhead with railing	LF	588	\$600.00	\$352,800.00
31		Surveying and As-builts	LS	1	\$23,000.00	\$23,000.00
TOTAL						\$838,287.60

OPTION 3 ALTERNATE: BULKHEAD FOR THE REST OF THE POND

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
33	120-1	Regular excavation	CY	26	\$15.00	\$390.00

RESPONSE DOCUMENT REPORT

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
34	120-6	Embankment	CY	1,517	\$35.00	\$53,095.00
35	430-174-118	Optional pipe - 18"	LF	28	\$200.00	\$5,600.00
36	430-982-125	MES - Double 18"	EA	1	\$5,044.00	\$5,044.00
37	570-1-2	Performance turf, sod	SY	660	\$16.00	\$10,560.00
38	NA	Bulkhead with railing	LF	747	\$866.00	\$646,902.00
39		Surveying and As-builts	LS	1	\$20,000.00	\$20,000.00
TOTAL						\$741,591.00

ALTERNATE 4: DOCK REPAIRS

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
40	NA	Deck railing	LF	356	\$173.00	\$61,588.00
41	NA	Deck rehab	SF	1,471	\$114.00	\$167,694.00
42		Surveying and As-builts	LS	1	\$5,812.00	\$5,812.00
TOTAL						\$235,094.00

ALTERNATE 5: SIDEWALK

RESPONSE DOCUMENT REPORT

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
43	522-1	Sidewalk	SY	1,001	\$78.00	\$78,078.00
44	570-1-2	Performance turf, sod	SY	325	\$16.00	\$5,200.00
45		Surveying and As-builts	LS	1	\$5,882.00	\$5,882.00
TOTAL						\$89,160.00



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

RESPONSE DEADLINE: March 14, 2024 at 4:00 pm

C&H Marine Construction Response

CONTACT INFORMATION

Company:

C&H Marine Construction

Email:

jeff@candhmarine.com

Contact:

Jeff Coleman

Address:

417 Stowe Avenue, Unit B
Orange Park, FL 32073

Phone:

N/A

Website:

<https://www.candhmarine.com/>

Submission Date:

Mar 14, 2024 12:49 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 13, 2024 1:46 PM by Jeff Coleman

PRICE TABLES

BASE BID OPTION 1: RIP RAP

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
Rip-Rap from Sta 12+50.00 to Sta 19+50.00						
1		Mobilization	LS	1	\$28,000.00	\$28,000.00
2	104-11	Floating turbidity barrier	LF	20	\$25.00	\$500.00
3	120-1	Regular excavation	CY	231	\$58.50	\$13,513.50
4	120-6	Embankment	CY	1,267	\$75.75	\$95,975.25
5	425-1-501	DBI Type A	EA	2	\$4,458.00	\$8,916.00
6	430-174-115	Optional pipe - 15"	LF	86	\$150.00	\$12,900.00
7	430-982-121	MES - 15"	EA	2	\$1,300.00	\$2,600.00
8	530-3-4	Rubble rip-rap, ditch lining	TN	510	\$303.00	\$154,530.00
9	570-1-2	Performance turf, sod	SY	1,484	\$19.00	\$28,196.00
10	NA	Pavilion gutters	LS	1	\$1,675.00	\$1,675.00

RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
11	NA	6" ADS pipe	LF	39	\$18.00	\$702.00
12		Surveying and As-builts	LS	1	\$12,000.00	\$12,000.00
TOTAL						\$359,507.75

OPTION 1 ALTERNATE: RIP-RAP FOR THE REST OF POND

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
14	120-1	Regular excavation	CY	72	\$58.50	\$4,212.00
15	120-6	Embankment	CY	1,770	\$75.75	\$134,077.50
16	430-174-118	Optional pipe - 18"	LF	28	\$154.00	\$4,312.00
17	430-982-125	MES - Double 18"	EA	1	\$12,800.00	\$12,800.00
18	530-3-4	Rubble rip-rap, ditch lining	TN	686	\$303.00	\$207,858.00
19	570-1-2	Performance turf, sod	SY	660	\$19.00	\$12,540.00
20		Surveying and As-builts	LS	1	\$9,000.00	\$9,000.00
TOTAL						\$384,799.50

OPTION 2 ALTERNATE: BULKHEAD

RESPONSE DOCUMENT REPORT

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
Bulkhead from Sta 12+50.00 to Sta 19+50.00						
21		Mobilization	LS	1	\$32,000.00	\$32,000.00
22	104-11	Floating turbidity barrier	LF	20	\$25.00	\$500.00
23	120-1	Regular excavation	CY	154	\$58.50	\$9,009.00
24	120-6	Embankment	CY	1,169	\$75.75	\$88,551.75
25	425-1-501	DBI Type A	EA	2	\$4,458.00	\$8,916.00
26	430-174-115	Optional pipe - 15"	LF	86	\$150.00	\$12,900.00
27	430-982-121	MES - 15"	EA	2	\$1,300.00	\$2,600.00
28	570-1-2	Performance turf, sod	SY	1,484	\$19.00	\$28,196.00
29	NA	Pavilion gutters	LS	1	\$1,675.00	\$1,675.00
30	NA	Bulkhead with railing	LF	588	\$422.10	\$248,194.80
31		Surveying and As-builts	LS	1	\$9,000.00	\$9,000.00
TOTAL						\$441,542.55

OPTION 3 ALTERNATE: BULKHEAD FOR THE REST OF THE POND

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
33	120-1	Regular excavation	CY	26	\$58.50	\$1,521.00

RESPONSE DOCUMENT REPORT

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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RESPONSE DOCUMENT REPORT

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Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	FDOT Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
34	120-6	Embankment	CY	1,517	\$75.75	\$114,912.75
35	430-174-118	Optional pipe - 18"	LF	28	\$154.00	\$4,312.00
36	430-982-125	MES - Double 18"	EA	1	\$12,800.00	\$12,800.00
37	570-1-2	Performance turf, sod	SY	660	\$19.00	\$12,540.00
38	NA	Bulkhead with railing	LF	747	\$422.10	\$315,308.70
39		Surveying and As-builts	LS	1	\$9,000.00	\$9,000.00
TOTAL						\$470,394.45

ALTERNATE 4: DOCK REPAIRS

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
40	NA	Deck railing	LF	356	\$149.00	\$53,044.00
41	NA	Deck rehab	SF	1,471	\$52.48	\$77,198.08
42		Surveying and As-builts	LS	1	\$5,000.00	\$5,000.00
TOTAL						\$135,242.08

ALTERNATE 5: SIDEWALK

RESPONSE DOCUMENT REPORT

Invitation For Bid - Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

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RESPONSE DOCUMENT REPORT

RFB No. 23/24-008

Ronnie Van Zant Park Stabilization, Docks, and Erosion Control Project (ARPA)

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Cost	Total
43	522-1	Sidewalk	SY	1,001	\$78.90	\$78,978.90
44	570-1-2	Performance turf, sod	SY	325	\$19.00	\$6,175.00
45		Surveying and As-builts	LS	1	\$7,500.00	\$7,500.00
TOTAL						\$92,653.90

1. Scope of Work

1.1. Purpose

The purpose of this Request for Bids (RFB) is to solicit licensed General Contractors to undertake stabilization, dock construction, and erosion control measures at Ronnie Van Zant Park, situated at 2760 Sandridge Rd, Green Cove Springs, FL 32043.

1.2. Coronavirus State and Local Fiscal Recovery Funds ("SLFRF")

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

The General Contractor and Subcontractors will comply with all Federal laws, rules, regulations, and executive orders applicable to the receipt of funding from the Coronavirus Relief Fund. As provided for in the award terms, payments from the Fiscal Recovery Funds as a general matter will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([2 CFR part 200](#)) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost. ([Appendix II to 2 CFR Part 200](#) is included as an attachment.)

The Federal Government has transitioned from the use of the DUNS Number (i.e., an identifier issued by Dun and Bradstreet) to the Unique Entity Identifier (UEI) as the primary means of entity identification for Federal awards government-wide. UEIs are required in accordance with [2 CFR Part 25](#), and the transition from DUNS to UEI has resulted in the UEI being issued by the Federal Government in [SAM.gov](#).

1.3. Contractor Requirements

- Contractor shall provide all materials, labor, inspections, and equipment necessary to complete the project per the plans and specifications associated with this RFB.
- Contractor shall verify locations of existing structures, improvements, utilities (both overhead and underground), property lines, and confirm all proposed dimensions and elevations prior to commencing any construction or ordering any materials.
- All OSHA safety rules and Florida Trench Safety Act will be adhered to at all times. Contractor will remove personnel from the job under the request of the County Project Manager or designee for unsafe working procedures.
- Contractor shall own or have full access to the appropriate personnel and equipment to complete the project requested.
- Remove all debris from site and dispose of appropriately at Contractor expense.

- Contractor shall secure a stockpile location. Contractor shall not stockpile materials within the roadway right-of-way.
- Should the performance of the work occur during Hurricane Season, within ten (10) days of the date of Notice to Proceed, the Contractor shall submit to the Engineer and County Project Manager or designee a Hurricane Preparedness Plan. The plan should outline the necessary measures that the Contractor proposes to perform at no additional cost to the County in case of a hurricane warning. The plan shall detail these measures with specific action items defining responsible personnel.
- The Contractor shall provide five (5) references. In addition, the County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.
- The Contractor and Sub-Contractors may be requested to provide a list of equipment with identification (i.e. serial #, VIN, etc.), personnel with their position (e.g. foreman, laborer, etc.), and percentage of work performed.
- Contractor shall use a request for information (RFI) format for all issues or changes.
- The Contractor shall submit weekly reports of construction activities, including non-work days. These reports shall include the following: Manpower, number of workers by craft; equipment on the project; major deliveries; detailed description of activities performed; new problems; and other pertinent information. A similar report shall be submitted for/by each subcontractor. The reports shall be submitted to the County within 2 days of the respective report date. Each report shall be signed by the Contractor's Superintendent or Project Manager.
- Contractors shall provide a contact list and an emergency contact list to the County. This will be updated as needed due to changing of personnel.
- The Contractor shall attend progress meetings at least once per month or as needed by the progress of construction.
- The Contractor shall submit all required shop drawings/submittals with such promptness as to cause no delay in construction of the project.

1.4. Self-Performed Work

The awarded Contractor is required to self-perform with its own workforce a minimum of forty-percent (40%) of the overall awarded Contract.

1.5. Site Inspections

It is incumbent upon all bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Contractor. No claims for additional compensation will be considered on behalf of any Contractor, Sub-

Contractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this bid.

1.6. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County for overtime costs in accordance with the Clay County pay scale may be required.

1.7. Permit & Fees

- The Contractor shall comply with all applicable State and local laws, ordinances, codes, and regulations.
- **This project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.**
- **For questions about permitting please contact:**

Clay County Building Department

- **Phone: (904)269-6307**
- **Email: permits@claycountygov.com**
- **Website: <https://www.claycountygov.com/government/building>**
- All applicable permits, fees, licenses, and final County and municipality inspections are the responsibility of and will be paid for by the Contractor as specified in the plans.
- All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the awarded Contract, including any related inspection fees.
- Utility service connection fees and required utility service fees, if any, will be paid for and coordinated by the Contractor.

1.8. Clean up & Restoration of Site

The Contractor is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense.

Contractor shall maintain work site in a safe manner, and daily clear construction debris.

All damage to grass, trees, or shrubs which occurs as a result of the contractor's application of materials shall be remedied by the contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of 90 days. Should the replacement grass or shrub die in the 90-day period the contractor shall replace the materials continually until the area is re-established.

1.9. Damage to Public or Private Property

Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice.

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

1.10. Compliance with Occupation Safety and Health Act

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

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

1.11. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Contractor. This shall be immediately rectified by the Contractor at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Contractor until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

1.12. Payment

The Contractor 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.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

1.13. Warranty

The Contractor shall provide a warranty for all workmanship and materials for a period of two (2) years unless a longer manufacturer warranty/guarantee is given. Warranty will begin from the date of final acceptance.

1.14. Term

Project must be completed by September 30, 2024.

1.15. Liquidated Damages

The Contractor shall be assessed Liquidated Damages (LD) of \$200.00 for each day past final completion date set by the contract.

1.16. Performance Evaluation

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

1.17. Cancellation of Contract

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

1.18. Additional Services

If the County and/or awarded Contractor identifies any additional services to be provided by Contractor 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 Contractor.

1.19. Bid Award

The County reserves the right to make an award either in part or completely, and/or to accept the bid that, in its judgment, will be in the best interest of the County; providing best value to the County with price, technical, and other applicable factors considered.



Project View Count





913







Vendor Funnel



 Followers	35
 Downloaders	44
 Applicants	8
 No Bids	0
 Submissions	4

▼ Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
ACS-US  No Reviews <i>sanghiarti@gmail.com</i>	✓				
Advantage Contracting G <i>ryanw.acg@gmail.com</i>	✓	✓	✓		✓
Atlantic Coast Constructio <i>bradc@atlcoast.org</i>		✓			
Baker Consulting & Engin <i>kvojtech@bdbjax.com</i>	✓	✓			
Barefoot Marine, Inc.  <i>rick@barefootmarine.com</i>	✓	✓	✓		
Brothers Marine Construc <i>brothersmarineconstruction@</i>	✓	✓	✓		✓
C&H Marine <i>bthomascandhmarine@gma</i>	✓	✓			
C&H Marine Construction <i>jeff@candhmarine.com</i>	✓	✓	✓		✓

C&H Marine Construction <i>cody@candhmarine.com</i>	✓				
CGC, Inc.  <i>office@cgccivil.com</i>	✓	✓	✓		✓
Cardinal Investment comp <i>whpace@hotmail.com</i>	✓	✓			
Carter's Contracting Servi <i>cedson@carters-contracting</i>	✓	✓			
Castle Bay Design Studio <i>jonathan@castlebaydesigns</i>		✓			
Caulfield Associates, Inc. <i>anthonycaulfield@outlook.co</i>	✓	✓			
Conner services <i>bob@connerservices.us</i>	✓	✓			
ConstructConnect  <i>content@constructconnect.c</i>	✓	✓			
Dockworks of North East <i>nancycandhmarine@gmail.c</i>		✓			
Dodge Data And Analytics <i>jayalakshmil@construction.c</i>	✓	✓			
Entram <i>contact@envirobidnet.com</i>	✓	✓			
Florida Surety Bonds, Inc <i>kim@floridasuretybonds.cor</i>	✓				
Free Agent Marine  <i>mike@freeagentmarine.com</i>	✓				
GRSC  <i>nefl@grscinc.net</i>	✓	✓			
JT Ruby Contracting Inc <i>jtrcontractingsvc@gmail.con</i>	✓	✓			

Kelly Brothers, Inc.  No estimating@kellybros.net		✓		
Kiewit Infrastructure South john.zelenka@kiewit.com	✓	✓		
Kirby Development, Inc  No bkluge@kirbydevelopment.com	✓	✓		
Maritime Construction Inc maritimedocks@att.net	✓	✓	✓	
Mclain Site Solutions estimating@mclainsitesolutions.com	✓	✓		
Meskel & Associates Engineering kterry@meskelengineering.com	✓	✓		
Metal culverts zach.pridham@metalculvert.com	✓	✓		
Mid State Builders Exchange hugh@bxplanroom.com		✓		
NEFI Services, Inc. jeremy@nefiservices.com		✓		
None martin.larinas@gmail.com		✓		
PWXPress  No Reviews bids@pwxpress.com	✓	✓		
Prime Vendor Inc.  No primevendor124@gmail.com		✓		
RUSH Marine  No Reviews mtate@rushinc.com		✓		
RichardSean Construction office@construction904.com	✓	✓	✓	
Shoreline Foundation, Inc jwelch@shorelinefoundation.com		✓		
Source Management 	✓	✓		

<i>sourcemanagement@deltek</i>					
Southeast Dredging LLC <i>hyddredge@aol.com</i>	✓		✓		
T.G. Utility Company, Inc. <i>arios@tgutility.com</i>	✓	✓			
Taylor Engineering, Inc.  <i>marketing@taylorenceerin</i>		✓			
Top Dog Marine Construc <i>donald@topdogmarine.com</i>	✓	✓			
Underwater Engineering & <i>bbegano@uesi.com</i>	✓	✓			
VendorLink, LLC <i>bids@evendorlink.com</i>		✓			
WGI, Inc. <i>carlos.campos@wginc.com</i>	✓	✓			
bidnet <i>gbs@bidnet.com</i>		✓			
caulfield associates inc  <i>caulfielddocks@verizon.net</i>		✓			
dragonfly pond works <i>ryan@dragonflypondworks.c</i>	✓	✓			



Mandatory Pre-Bid Meeting, February 23, 2024

RFB No. 23/24-008, Ronnie Van Zant Park Stabilization, Docks and Erosion Control Project (ARPA)

Company	First Name	Last Name	Phone Number	Email Address
Blotners marine	Tyler	Gieberg	(904) 403 5559	blotnersmarineconstruction@gmail.com
CONNOR CONST Bob Mathews	Bob	MATHEWS	(904) 219-4386	bob@connorconstruction.com
Advantage Contracting Group	Dustin	Padgett	(904) 2378 093	Dmp8093@gmail.com
	Bryan	Beyer	(904) 219 3556	
maritime const Inc.	John	Gobler	(904) 860-1185	maritime docks @att.net
CGC, Inc.	Sonny	Barton	(904) 783-4119	office@cgccivil.com
C & H marine	Billy	Thomas	(904) 264 -7580	Bthomas@andthmarine @gmail.com
Cardinal	William	Pace	(904) 455-6388	whpace@hotmail .com
OZ DON LLC	Lisa	McGahee	(904) 563-7100	ozdonllc@gmail.com

Company	First Name	Last Name	Phone Number	Email Address
Richard Sean Construction	Richard	Fulmer	(352) 363-8773	richard@richardsean.com
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Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County Commissioners

DATE: 3/28/2024

FROM: Beth Carson, Deputy
Director, Planning and Zoning

SUBJECT: This is a Text Amendment to add policies to the Capital Improvements Element and Community Facilities Element of the 2040 Comprehensive Plan in response to HB 1379. The policies would include a list of Clay County Utility Authority (CCUA) projects in the Basin Management Action Plan (BMAP) Area and provide for an assessment of the feasibility of CCUA providing sanitary sewer.

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Staff Memo	Cover Memo	3/28/2024	Staff_memo_COMP_24-0005ada.pdf
▢ COMP 24-0005 Ordinance	Ordinance	3/28/2024	Ordinance_COMP_24-0005ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	4/4/2024 - 7:18 AM	Item Pushed to Agenda



**Department of Economic
and Development Services**

Memorandum

To: Board of County Commissioners

From: Beth Carson, PLA, AICP
Deputy Director, Planning and Zoning

Date: March 21, 2024

Re: Transmittal of Text Amendment COMP 24-0005

Issue: Application COMP 24-0005 is a text amendment to add policies to the Community Facilities and Capital Improvement Elements of the 2040 Comprehensive Plan. The proposed changes are in response to statutory requirements resulting from HB 1379 which went into effect July 1, 2023.

Background: In 2008, the Lower St. Johns River Basin Management Action Plan (BMAP) was adopted as part of a statewide effort to protect Florida's water quality. Based on the Florida Department of Environmental Protection's (FDEP) findings, several portions of the Lower St. Johns River Basin (LSJR) have reduced water quality due to the influx of nutrients. FDEP adopted Total Maximum Daily Loads for Nitrogen and Phosphorus to prevent further degradation of water quality. To reduce discharges of nitrogen and phosphorus, the BMAP identified both structural and non-structural approaches including:

- Wastewater treatment plant upgrades
- Reuse of wastewater for irrigation and other uses
- Stormwater retrofits
- Urban structural Best Management Practices
- Urban nonstructural Best Management Practices (cleaning/maintenance activities)
- Agricultural Best Management Practices
- Environmental education, and
- Water quality credit trading.

HB 1379 further advances the State's efforts to protect its natural resources through strengthening of Basin Management Action Plans. Specifically, HB 1379 amended FS 163.3177 to require local

governments to include in their Capital Improvements Element, a list of any publicly funded projects of federal, state or local government that are necessary to achieve the pollutant reductions as established in the basin management action plan pursuant to s. 403.067(7). The bill also requires local governments, by July 1, 2024, to incorporate policy in their Comprehensive Plan to consider the feasibility of providing sanitary sewer services within a 10-year planning horizon for any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system per acre.

The consulting firm of Jones Edmunds is currently working on an Onsite Sewage Treatment and Disposal System (OSTDS) Remediation Plan and a Wastewater Treatment Plant (WWTP) Plan for Clay County in order to meet the required statutory deadlines.

To address the HP 1379 Comprehensive Plan Amendment requirements, staff working in conjunction with the Jones Edmunds consultants, propose the following two amendments to the Plan:

An amendment to add a new policy to the Community Facilities Element -

CFE POLICY 1.4.8

The County shall coordinate with Clay County Utility Authority to assess the feasibility of providing sanitary sewer services, within a 10-year planning horizon, for any development under its jurisdiction of 50 or more residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system (OSTDS) per 1 acre. This analysis shall be conducted pursuant to Section 163.3177 6(c)3 of the Florida Statutes, incorporated by reference in this element by July 1, 2024, and updated as needed thereafter to account for future applicable developments.

And an amendment to add a new policy to the Capital Improvement Element –

CIE POLICY 1.4.5

The County shall annually update as necessary into its Capital Improvement Element a schedule of capital improvements which may include any publicly, funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility that provide for increased capacity or upgrade of treatment required to achieve the pollutant load reductions attributable to the County, to meet the Total Maximum Daily Load (TMDL) established in the Lower St. Johns River basin management action plan pursuant to s. 403.067 (7). If the current TMDL is being met no projects shall be listed.

Recommendation: Staff recommends transmittal of COMP 24-0005.

ORDINANCE NO. 2024-__

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 COMMUNITY FACILITIES ELEMENT TO ADD A POLICY TO PROVIDE FOR AN ASSESSMENT OF THE FEASIBILITY OF CLAY COUNTY UTILITY AUTHORITY (CCUA) PROVIDING SANITARY SEWER FOR ANY DEVELOPMENT OF MORE THAN 50 RESIDENTIAL LOTS AND TO AMEND THE CAPITAL IMPROVEMENTS ELEMENT TO ADD A POLICY TO INCLUDE A LIST OF CCUA PROJECTS THAT ARE NECESSARY TO MEET THE TOTAL MAXIMUM DAILY LOAD (TMDL) ESTABLISHED IN THE LOWER ST. JOHNS RIVER BASIN MANAGEMENT ACTION PLAN (BMAP); 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,

WHEREAS, the Board desires to amend the Plan as provided for below.

Be It Ordained by the Board of County Commissioners of Clay County that:

Section 1. Clay County Ordinance No. 2018-31, as amended, is amended as provided in Sections 2 and 3 hereof.

Section 2. Exhibit C of the Plan (Community Facilities Element) is hereby amended to add a new CFE Policy 1.4.8 as follows:

CFE POLICY 1.4.8

The County shall coordinate with Clay County Utility Authority (CCUA) to assess the feasibility of providing sanitary sewer services, within a 10-year planning horizon, for any development under its jurisdiction of 50 or more residential lots, whether built or unbuilt, with more than one

onsite sewage treatment and disposal system (OSTDS) per 1 acre. This analysis shall be conducted pursuant to Section 163.3177(6)(c)3, F.S., incorporated by reference in this element by July 1, 2024, and updated as needed thereafter to account for future applicable developments.

Section 3. Exhibit F of the Plan (Capital Improvements Element) is hereby amended to add a new CIE Policy 1.4.5 as follows:

CIE POLICY 1.4.5

The County shall annually update as necessary into its Capital Improvement Element a schedule of capital improvements which may include any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility that provide for increased capacity or upgrade of treatment required to achieve the pollutant load reductions attributable to the County, to meet the Total Maximum Daily Load (TMDL) established in the Lower St. Johns River Basin Management Action Plan (BMAP) pursuant to Section 403.067(7), F.S. If the current TMDL is being met, no projects shall be listed.

Section 4. 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 5. The Planning and Zoning staff are authorized and directed within 10 days of the date of adoption of this Ordinance to transmit the proposed amendment package to the Florida Department of Commerce, and to other reviewing agencies, as specified in Section 163.3184, Florida Statutes.

Section 6. In accordance with Section 163.3184, Florida Statutes, if the Plan amendment provided by this Ordinance is not timely challenged, then the effective date of said Plan shall be the 31st day after the date the Department of Commerce notifies the County that the Plan amendment is complete. If the Plan amendment is timely challenged, however, said effective date shall be the date a final order is entered by the Department of Commerce or the Administrative Commission determining the amendment to be in compliance. No development orders, development permits or land uses dependent on this Plan amendment may be issued or commence before they have become effective.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of June, 2024.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Jim Renninger, Its Chairman

ATTEST:

By: _____
Tara Green, Clerk of the Circuit Court
and Comptroller
Ex Officio Clerk to the Board



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County
Commissioners

DATE: 3/29/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▯ P319 PSA	Agreement/Contract	4/4/2024	PSA-Parcel_319.ADA.pdf

REVIEWERS:

Department Reviewer	Action	Date	Comments
County Attorney Streeper, Lisa	Approved	4/2/2024 - 4:07 PM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. _____
(PROJECT #3 CR 209 (Sandridge Road to Peter's Creek))

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") is made this _____ day of April, 2024, by and between **CLAY COUNTY**, a political subdivision of the State of Florida, with an address of P. O. Box 1366, Green Cove Springs, Florida 32043 (the "County"), and **Juan Carlos Angel**, whose address is 173 Saint Johns Forest Boulevard, Saint Johns, FL 32259 (the "Seller"). (County and the Seller are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties").

RECITALS:

Seller is the owner of certain parcels of real property located in Clay County, Florida. The County desires a portion of the parcels which is particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, "Parcels 319A and 319B"). The County desires Parcels 319A and 319B for roadway widening purposes. The County is required by law to furnish same for such purpose. In lieu of condemnation, Seller desires to sell Parcels 319A and 319B to the County and the County desires to purchase Parcels 319A and 319B from Seller upon the terms and conditions hereinbelow set forth.

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the County and Seller hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** In lieu of condemnation, Seller agrees to sell to the County and the County agrees to purchase from Seller Parcels 319A and 319B in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

2. **Purchase Price.** The purchase price to be paid by the County at Closing and only in the event of Closing for Parcels 319A and 319B shall be **\$310,000.00, inclusive of all costs, expenses, attorney's fees and damages.**

At Closing, the County shall also pay: (i) the costs of recording the Deed delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by the County; and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title commitment.

At Closing, the Seller shall pay all costs to prepare and record any documents necessary to cure any title defect, all Seller attorney's fees, all Seller expenses, and any property taxes for Parcels 319A and 319B, prorated to date of Closing. The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax.

Except as provided above, each Party shall pay its own attorneys or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Clay County, Florida.

3. **Conditions and Limitations.**

a. This Agreement is subject to the final approval of the Clay County Board of County Commissioners after a public hearing held five (5) days after public notice. Through the date of such hearing, this Agreement shall be binding upon the Seller upon its due execution by Seller and delivery to the County as an irrevocable offer. If the County fails to hold such hearing, or if the County elects not to approve this Agreement at such hearing for whatever reason in its sole discretion, then the County shall have no obligations to the Seller, and the Seller shall have no recourse against the County and each party shall go hence without day, and the offer shall be deemed revoked. If the Board of County Commissioners of the County shall approve this Agreement at such hearing, then this Agreement shall become effective and binding on the County upon the date thereof, which date shall be deemed the effective date of this Agreement.

b. Closing shall occur within sixty (60) days after Board approval, on a date specified by the County upon not less than ten (10) days' written notice to Seller, unless extended by mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of the County's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

c. Seller is responsible for all taxes due on Parcels 319A and 319B up to, but not including the day of Closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the County or the closing agent, by credit to the Purchase Price or otherwise, Seller's pro rata share of all taxes, assessments and charges as determined by the Clay County Property Appraiser, the Clay County Tax Collector and/or other applicable governmental authority.

d. Seller is responsible for delivering marketable title to the County. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to the County ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after Closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of Parcels 319A and 319B to the County at Closing free of any tenancies, occupants, or personal property.

e. At the Closing, Seller shall execute and deliver to the County a Warranty Deed (the "Deed") in substantially the form and content attached hereto as **Exhibit "B"** and incorporated herein by reference, conveying marketable record title to Parcels 319A and 319B to the County, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers such Parcels 319A and 319B at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at the County's election, be satisfied and paid with the proceeds of the Purchase Price.

f. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b), Florida Statutes**, and such other documents as needed to convey marketable record title as provided.

g. Seller expressly represents and warrants, to Seller's knowledge, that no Hazardous Substances have been released, stored, disposed of or discharged upon Parcels 319A and 319B or upon any immediately adjacent property owned at any time by the Seller. For purposes hereof, "Hazardous Substances" includes any and all materials or substances which are regulated by, or the presence of which could give rise to liability for an owner of property for removal or cleanup, under any federal, state, or local law, statute, rule, regulation or ordinance. Except as otherwise set forth herein, to the best of Seller's knowledge, there previously have been and presently are no above-ground or underground tanks or lines for the storage or transmission of toxic or hazardous wastes, materials or substances, or petroleum products or waste oils upon Parcels 319A and 319B or upon any immediately adjacent property owned at any time by the Seller. The Seller has neither used nor permitted the use of Parcels 319A and 319B for any such purposes.

h. Seller and County agree that this Agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this Agreement, shall be binding on the Parties.

4. **County's Entry on Property:** For as long as this Agreement is in effect and provided that Parcels 319A and 319B are not damaged and are left in a clean and safe condition, the Seller hereby gives permission to the County or its agents to enter upon any portion of Parcels 319A and 319B to conduct, at the County's sole expense, such tests as the County may choose to perform including, but not limited to, environmental testing, topographic surveys, core borings, soil test pits and load bearing tests as may be required by the County to determine the physical characteristics of the substrata of Parcels 319A and 319B. The County shall not be required to restore Parcels 319A and 319B substantially to its condition immediately prior to such tests unless the Closing does not occur in which case, the County will restore Parcels 319A and 319B substantially to their condition immediately prior to such tests. In the event any of the referenced testing reveals that Parcels 319A and 319B are not suitable for the purposes of building the proposed improvements on them or there exists the possible existence of Hazardous Substances related to Parcels 319A and 319B, then the County may terminate this Agreement.

5. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

6. **General Provisions.**

a. No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

b. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

c. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and the County.

d. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

e. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.

f. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

g. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

h. Seller and the County do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing.

i. This Agreement shall be interpreted under the laws of the State of Florida.

j. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Clay County, Florida.

k. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

l. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations.

m. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder

of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

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

7. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to Parcels 319A and 319B.

8. **Waiver of Jury Trial.** SELLER AND THE COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon County's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

10. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the date that the Board of County Commissioners approves this Agreement.

11. **Release of County.** By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the County of and from all, and all manner of, causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the County, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of Parcels 319A and 319B to the County, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages, to Seller's remaining property, business damages or any other damages. Nothing herein shall be deemed to release County from its obligations or liabilities under this Agreement nor serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.



12. **Broker.** The Seller represents to the County that a real estate broker or agent has not assisted the Seller nor is there a real estate commission owed with regard to the sale of Parcels 319A and 319B to the County. Regardless of whether the Closing occurs, the Seller shall hold the County harmless and fully indemnify and defend the County from and against any and all claims,

causes or actions asserted against the County by any real estate broker for any costs, expenses, commissions or other fees arising out of or related to the transaction contemplated under this Agreement. The covenant and indemnity on the part of the Seller in favor of the County set forth in this paragraph shall survive the Closing in perpetuity. In the event the Closing does not occur, then the covenant and indemnity on the part of the Seller in favor of the County set forth in this paragraph shall survive any termination of this Agreement in perpetuity. The covenant and indemnity on the part of the Seller in favor of the County set forth in this paragraph to defend the County shall include the duty to retain competent counsel acceptable to the County, and to pay all attorneys' fees and costs related to said counsel's representation of the County through and including any and all appeals.

[Remainder of Page Intentionally Left Blank]


IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

Witnesses:


Print Name: Robert Yerkes

Print Name: LISA FRENZEL

SELLER:

Juan Carlos Angel

By: 
Date: 04-03-24

COUNTY:

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

EXHIBIT A
(Legal Description)

Parcel 319A: Parcel Id No, 46-05-26-010222-001-00

Parcel 319B: Portion of Parcel Id No, 46-05-26-010228-000-00

LEGAL DESCRIPTION

PARCEL 319

A PORTION OF LAND LYING IN PARCEL ID: 46-05-26-010222-001-00 &
46-05-26-010228-000-00
CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF PARCEL ID: 46-05-26-010222-001-00 & 46-05-26-010228-000-00 O.R.B. 4530 PAGE 793 OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL ID: 46-05-26-010222-001-00 LOCATED ALONG THE NORTHEASTERLY EXISTING RIGHT OF WAY OF RUSSELL ROAD (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 7153-150); THENCE ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 42°20'24" WEST A DISTANCE OF 175.00 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL; THENCE DEPARTING THE SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 47°36'53" EAST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A DISTANCE OF 117.71 FEET; THENCE DEPARTING THE NORTHWESTERLY LINE AND ALONG THE NORTHEASTERLY LINE OF SAID PARCEL SOUTH 42°20'24" EAST A DISTANCE OF 164.42 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE OF SAID PARCEL NORTH 72°11'39" EAST A DISTANCE OF 25.44 FEET TO THE NORTHWESTERLY EXISTING RIGHT OF WAY OF COUNTY ROAD 209B (A 70.00 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71513-2601); THENCE ALONG THE SAID NORTHWESTERLY RIGHT OF WAY LINE SOUTH 47°36'53" WEST A DISTANCE OF 140.85 FEET TO THE POINT BEGINNING.

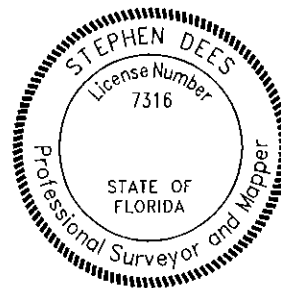
PARCEL CONTAINING 0.48 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
2. ADDITIONS OR DELETIONS TO SKETCH BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. COPYRIGHT © 2022 BY WGI, INC.
4. THIS SKETCH DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE LEGAL DESCRIPTION AND SKETCH SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
5. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SKETCH:
 - 5.1. OFFICIAL RECORD BOOK 4530 PAGE 793
 - 5.2. FOOT SECTION NO. 7153-150
 - 5.2. FOOT SECTION NO. 71513-2601
 ALL OF THE PUBLIC RECORDS CLAY COUNTY, FLORIDA.
6. THIS SKETCH DELINEATES THE LOCATIONS OF THE LEGAL DESCRIPTIONS ON THE GROUND, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
7. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM THE CLAY COUNTY PROPERTY APPRAISERS OFFICE.
8. ALL COORDINATES AND BEARINGS SHOWN HEREON ARE GRID, BASED ON THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, LAMBERT PROJECTION, NORTH AMERICAN DATUM 1983/2011, U.S. SURVEY FOOT. DERIVED BY UTILIZING CONTROL POINTS SET AND FOUND BY WGI USING RAPID-STATIC GLOBAL POSITIONING SYSTEM (RSGPS) SESSIONS WHILE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS BASE STATIONS. BEARINGS ARE REFERENCED TO A GRID BEARING OF NORTH 42°20'24" WEST ON THE NORTH RIGHT OF WAY LINE OF RUSSELL ROAD.

PREPARED FOR/
CERTIFIED TO:

CLAY COUNTY



FOR THE FIRM
WGI, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 7055

Stephen A Dees

Digitally signed by Stephen A
Dees
Date: 2024.04.03 06:05:52
-04'00'

BY:

STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

THIS IS NOT A SURVEY



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LS No. 7055

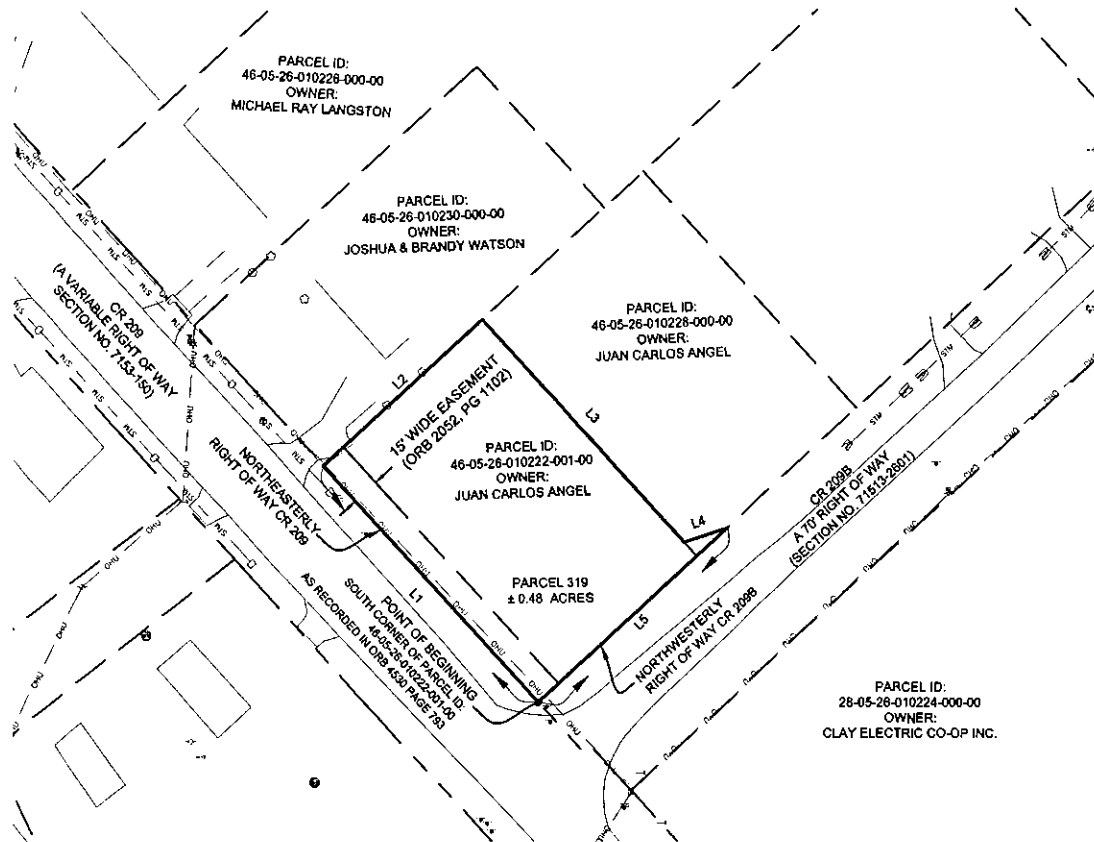
LEGAL DESCRIPTION
AND SKETCH OR THE
COPIES THEREOF ARE
NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

DATE:		REVISION:		BY:
03/29/24		ADD 15' WIDE EASEMENT IN ORB2052, PG1102 TO SKETCH		SD
04/02/24		UPDATED PARCEL SIZE AND LEGAL DESCRIPTION		GC
OFFICE	JO	DATE:	01/25/2023	JOB: RUSSELL ROAD (3)
CHECKED	RK	DWG	PARCEL 319	SHEET 1 OF 2

LEGAL DESCRIPTION

PARCEL 319

A PORTION OF LAND LYING IN PARCEL ID: 46-05-26-010222-001-00 &
46-05-26-010228-000-00
CLAY COUNTY, FLORIDA



LEGEND

TREE	○	VALVE COVER	⊕
FLAG POLE	⊕	WATER FACET	⊕
FIRE HYDRANT	⊕	PUMP (NON PETROLEUM)	⊕
PALM TREE	✱	MANHOLE STORM WATER	⊕
POWER POLE	⊕	MANHOLE	⊕
IRON	⊕	PEDESTRIAN SIGNAL	⊕
WATER METER	⊕		
FENCE	— X —		
STORMLINE	— STM —		
GUY ANCHOR	— X —		
SPAN WIRE POLE	⊕		
TELEPHONE PEDESTAL	⊕		
ELECTRICAL OUTLET	⊕		
MAIL BOX	⊕		
BACKFLOW	⊕		
WATER VALVE	⊕		
DELINEATOR POST	⊕		
COLUMN	⊕		
BOLLARD	⊕		
PULL BOX	⊕		
IRON COLUMN	⊕		
SERVICE CABINET	⊕		
LIGHTPOLE	⊕		
POST	⊕		
POWERPOLE W/TRANSFORMER	⊕		
WATER VALVE COVER	⊕		

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	175.00'	N42°20'24"W
L2	117.71'	N47°36'53"E
L3	164.42'	S42°20'24"E
L4	25.44'	N72°11'39"E
L5	140.85'	S47°36'53"W



0 40 80 160

SCALE: 1" = 80'

THIS IS NOT A SURVEY



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04/02/24	UPDATED PARCEL SIZE AND LEGAL DESCRIPTION	GC
OFFICE	JO	DATE: 01/25/2023
CHECKED	RK	DWG: PARCEL 319
		JOB: RUSSELL ROAD (3)
		SHEET 2 OF 2

EXHIBIT B
(Warranty Deed)

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.: 46-05-26-010222-001-00 AND
a portion of R.E. Parcel No.: 46-05-26-010228-000-00

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 ___ day of April, 2024, by **Juan Carlos Angel**, 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 Grantor has signed and sealed these presents the day and year first above written.

**SIGNED, SEALED AND
DELIVERED IN OUR PRESENCE:**

Juan Carlos Angel

By: _____

Print name: _____

Address: _____

Print name: _____

Address: _____

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of () physical presence or () online notarization, this ____ day of April, 2024, by **Juan Carlos Angel**, who is personally known to me or () who has produced _____ as identification.

(Notary Seal)

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 319

A PORTION OF LAND LYING IN PARCEL ID: 46-05-26-010222-001-00 &

46-05-26-010228-000-00

CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF PARCEL ID: 46-05-26-010222-001-00 & 46-05-26-010228-000-00 O.R.B. 4530 PAGE 793 OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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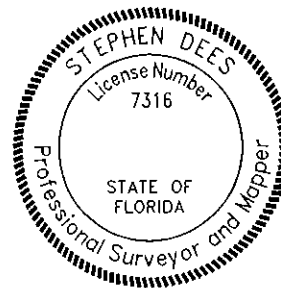
PARCEL CONTAINING 0.48 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
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PREPARED FOR/
CERTIFIED TO:

CLAY COUNTY



FOR THE FIRM
WGI, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 7055

Stephen A Dees

BY:

STEPHEN DEES,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7316

Digitally signed by Stephen A
Dees
Date: 2024.04.03 06:05:52
-04'00'

THIS IS NOT A SURVEY



4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
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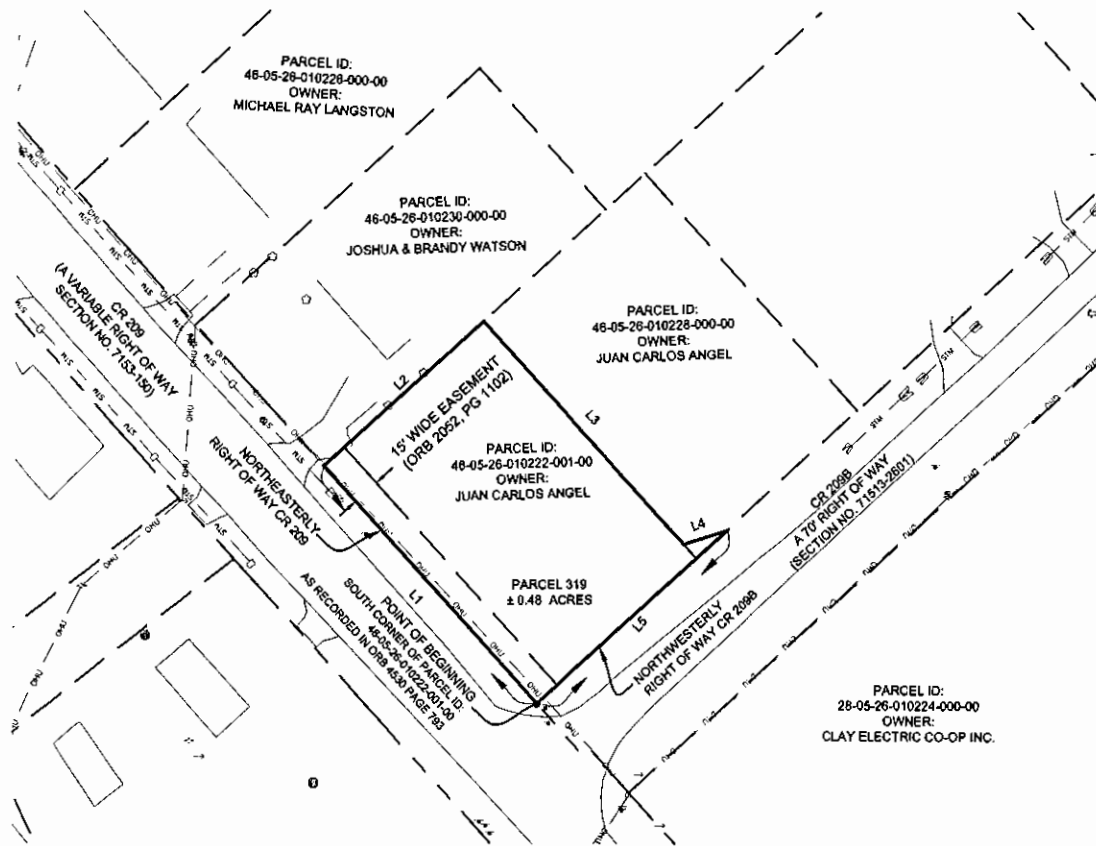
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04/02/24	UPDATED PARCEL SIZE AND LEGAL DESCRIPTION		GC
OFFICE	JO	DATE: 01/25/2023	JOB: RUSSELL ROAD (3)
CHECKED	RK	DWG PARCEL 319	SHEET 1 OF 2

LEGAL DESCRIPTION

PARCEL 319

A PORTION OF LAND LYING IN PARCEL ID: 46-05-26-010222-001-00 &
46-05-26-010228-000-00
CLAY COUNTY, FLORIDA



LEGEND

TREE	○	VALVE COVER	⊕
FLAG POLE	⊕	WATER FACET	⊕
FIRE HYDRANT	⊕	PUMP (ON PETROLEUM)	⊕
PALM TREE	⊕	MANHOLE STORM WATER	⊕
POWER POLE	⊕	MANHOLE	⊕
SIGN	⊕	PEDESTRIAN SIGNAL	⊕
WATER METER	⊕		
FENCE	— x —		
STORMLINE	— STM —		
GUY ANCHOR	→		
SPAN WIRE POLE	⊕		
TELEPHONE PEDestal	⊕		
ELECTRICAL OUTLET	⊕		
MAIL BOX	⊕		
BACK FLOW	⊕		
WATER VALVE	⊕		
DEPLETION POST	⊕		
COLUMN	⊕		
BOLLARD	⊕		
PAV. BOX	⊕		
SIGN COLUMN	⊕		
SERVICE CABINET	⊕		
LIGHTPOLE	⊕		
POST	⊕		
POWERPOLE W/TRANSFORMER	⊕		
WATER VALVE COVER	⊕		

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
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0 40 80 160

SCALE: 1" = 80'

THIS IS NOT A SURVEY



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OFFICE	JO	DATE:
CHECKED	RK	01/25/2023
		JOB: RUSSELL ROAD (3)
		DWG: PARCEL 319
		SHEET 2 OF 2



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County
Commissioners

DATE: 3/27/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Letter to Governor	Backup Material	4/5/2024	Letter_to_Governor.ADA.pdf
▣ SB 770	Backup Material	4/5/2024	SB_770_(2024).ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/1/2024 - 4:21 PM	Item Pushed to Agenda



**Board of County
Commissioners**

P.O. Box 1366
477 Houston Street
Green Cove Springs, FL
32043

Area Code: 904
Phone: 284-6352
269-6352
Fax: 278-4731

County Manager
Howard Wanamaker

Commissioners:
Mike Cella
District 1

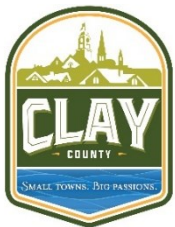
Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

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



April 10, 2024

The Honorable Ron DeSantis
Governor of Florida
The Capitol
400 South Monroe Street
Tallahassee, FL 32399

Re: SB 770 PACE (Residential Property Assessed Clean Energy)

Dear Governor DeSantis:

On behalf of the Clay County Board of County Commissioners, I am writing to convey our unanimous support of SB 770 which clarifies the legislative intent of the PACE statute to provide consumer protections for Florida homeowners and oversight over the PACE entities operating within the County's boundaries/jurisdiction.

Despite the current PACE statute, one PACE provider has abused the program, ignoring its Interlocal Agreement with Clay County, and has had liens for home improvements placed against numerous residential homes which far exceed the true cost of the home improvements and in many instances are disproportionate to the value of the home. Specifically, the provider has solicited homeowners, who are unable to obtain a traditional bank loan to construct certain home improvements, to utilize the program under false pretenses as to the actual cost of the improvements, payment for the improvements and consequences of non-payment. The homeowners do not fully understand that the use of the program increases their tax bill and subjects them to the possible loss of their home through the tax deed process.

SB 770 however provides the needed requirements to ensure consumer protections are in place to safeguard Florida homeowners who utilize the PACE program. For example, the requirement for additional disclosures and the provision for increased contractor oversight provide homeowners with access to better information before entering the program and risking the loss of their home.

We urge you to support SB 770 and thank you for your continued dedication to the protection of Florida homeowners.

Sincerely,

Jim Renninger
Chairman

JR/jr

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1
2 An act relating to improvements to real property;
3 amending s. 163.08, F.S.; deleting provisions relating
4 to legislative findings and intent; defining terms and
5 revising definitions; creating s. 163.081, F.S.;
6 authorizing a program administrator to offer a program
7 for financing qualifying improvements for residential
8 property when authorized by a county or municipality;
9 requiring an authorized program administrator that
10 administers an authorized program to meet certain
11 requirements; authorizing a county or municipality to
12 enter into an interlocal agreement to implement a
13 program; authorizing a county or municipality to
14 deauthorize a program administrator through certain
15 measures; allowing a recorded financing agreement at
16 the time of deauthorization to continue, with an
17 exception; authorizing a program administrator to
18 contract with third-party administrators to implement
19 the program; authorizing a program administrator to
20 levy non-ad valorem assessments for a certain purpose;
21 providing for compensation for tax collectors for
22 actual costs incurred to collect non-ad valorem
23 assessments; authorizing a program administrator to
24 incur debt for the purpose of providing financing for
25 qualifying improvements; authorizing the owner of
26 record of the residential property to apply to the
27 program administrator to finance a qualifying
28 improvement; requiring the program administrator to
29 make certain findings before entering into a financing

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30 agreement; requiring the program administrator to
31 ascertain certain financial information from the
32 property owner before entering into a financing
33 agreement; requiring certain documentation before the
34 financing agreement is approved and recorded;
35 requiring an advisement and notification for certain
36 qualifying improvements; requiring certain financing
37 agreement and contract provisions for change orders
38 under certain circumstances; prohibiting a financing
39 agreement from being entered into under certain
40 circumstances; requiring the program administrator to
41 provide certain information before a financing
42 agreement may be executed; requiring an oral, recorded
43 telephone call with the residential property owner to
44 confirm findings and disclosures before the approval
45 of a financing agreement; requiring the residential
46 property owner to provide written notice to the holder
47 or loan servicer of his or her intent to enter into a
48 financing agreement as well as other financial
49 information; requiring that proof of such notice be
50 provided to the program administrator; providing that
51 a certain acceleration provision in an agreement
52 between the residential property owner and mortgagor
53 or lienholder is unenforceable; providing that the
54 lienholder or loan servicer retains certain authority;
55 authorizing a residential property owner, under
56 certain circumstances and within a certain timeframe,
57 to cancel a financing agreement without financial
58 penalty; requiring recording of the financing

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59 agreement in a specified timeframe; creating the
60 seller's disclosure statements for properties offered
61 for sale which have assessments on them for qualifying
62 improvements; requiring the program administrator to
63 confirm that certain conditions are met before
64 disbursing final funds to a qualifying improvement
65 contractor for qualifying improvements on residential
66 property; requiring a program administrator to confirm
67 that the applicable work service has been completed or
68 the final permit for the qualifying improvement has
69 been closed and evidence of substantial completion of
70 construction or improvement has been issued; creating
71 s. 163.082, F.S.; authorizing a program administrator
72 to offer a program for financing qualifying
73 improvements for commercial property when authorized
74 by a county or municipality; requiring an authorized
75 program administrator that administers an authorized
76 program to meet certain requirements; authorizing a
77 county or municipality to enter into an interlocal
78 agreement to implement a program; authorizing a county
79 or municipality to deauthorize a program administrator
80 through certain measures; authorizing a recorded
81 financing agreement at the time of deauthorization to
82 continue, with an exception; authorizing a program
83 administrator to contract with third-party
84 administrators to implement the program; authorizing a
85 program administrator to levy non-ad valorem
86 assessments for a certain purpose; providing for
87 compensation for tax collectors for actual costs

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incurred to collect non-ad valorem assessments;
authorizing a program administrator to incur debt for
the purpose of providing financing for qualifying
improvements; authorizing the owner of record of the
commercial property to apply to the program
administrator to finance a qualifying improvement;
requiring the program administrator to receive the
written consent of current holders or loan servicers
of certain mortgages encumbering or secured by
commercial property; requiring a program administrator
offering a program for financing qualifying
improvements to commercial property to certain
underwriting criteria; requiring the program
administrator to make certain findings before entering
into a financing agreement; requiring the program
administrator to ascertain certain financial
information from the property owner before entering
into a financing agreement; requiring the program
administrator to document and retain certain findings;
requiring certain financing agreement and contract
provisions for change orders under certain
circumstances; prohibiting a financing agreement from
being entered into under certain circumstances;
requiring the program administrator to provide certain
information before a financing agreement may be
executed; requiring any financing agreement executed
pursuant to this section be submitted for recording in
the public records of the county where the commercial
property is located in a specified timeframe;

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requiring that the recorded agreement provide
constructive notice that the non-ad valorem assessment
levied on the property is a lien of equal dignity;
providing that a lien with a certain acceleration
provision is unenforceable; creating the seller's
disclosure statements for properties offered for sale
which have assessments on them for qualifying
improvements; requiring the program administrator to
confirm that certain conditions are met before
disbursing final funds to a qualifying improvement
contractor for qualifying improvements on commercial
property; providing construction; creating s. 163.083,
F.S.; requiring a county or municipality to establish
or approve a process for the registration of a
qualifying improvement contractor to install
qualifying improvements; requiring certain conditions
for a qualifying improvement contractor to participate
in a program; prohibiting a third-party administrator
from registering as a qualifying improvement
contractor; requiring the program administrator to
monitor qualifying improvement contractors, enforce
certain penalties for a finding of violation, and post
certain information online; creating s. 163.084, F.S.;
authorizing the program administrator to contract with
entities to administer an authorized program;
providing certain requirements for a third-party
administrator; prohibiting a program administrator
from acting as a third-party administrator under
certain circumstances; providing an exception;

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146 requiring the program administrator to include in its
147 contract with the third-party administrator the right
148 to perform annual reviews of the administrator;
149 authorizing the program administrator to take certain
150 actions if the program administrator finds that the
151 third-party administrator has committed a violation of
152 its contract; authorizing a program administrator to
153 terminate an agreement with a third-party
154 administrator under certain circumstances; providing
155 for the continuation of certain financing agreements
156 after the termination or suspension of the third-party
157 administrator, with an exception; creating s. 163.085,
158 F.S.; requiring that, in communicating with the
159 property owner, the program administrator, qualifying
160 improvement contractor, or third-party administrator
161 comply with certain requirements; prohibiting the
162 program administrator or third-party administrator
163 from disclosing certain financing information to a
164 qualifying improvement contractor; prohibiting a
165 qualifying improvement contractor from making certain
166 advertisements or solicitations; providing exceptions;
167 prohibiting a program administrator or third-party
168 administrator from providing certain payments, fees,
169 or kickbacks to a qualifying improvement contractor;
170 prohibiting a program administrator or third-party
171 administrator from reimbursing a qualifying
172 improvement contractor for certain expenses;
173 prohibiting a qualifying improvement contractor from
174 providing different prices for a qualifying

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improvement; requiring a contract between a property owner and a qualifying improvement contractor to include certain provisions; prohibiting a program administrator, qualifying improvement contractor, or third-party administrator from providing any cash payment or anything of material value to a property owner which is explicitly conditioned on a financing agreement; providing exceptions; creating s. 163.086, F.S.; prohibiting a recorded financing agreement from being removed from attachment to a property under certain circumstances; providing for the unenforceability of a financing agreement under certain circumstances; providing provisions for when a qualifying improvement contractor initiates work on an unenforceable contract; providing that a qualifying improvement contractor may retrieve chattel or fixtures delivered pursuant to an unenforceable contract if certain conditions are met; providing that an unenforceable contract will remain unenforceable under certain circumstances; creating s. 163.087, F.S.; requiring a program administrator authorized to administer a program for financing a qualifying improvement to post on its website an annual report; specifying requirements for the report; requiring the Auditor General to conduct an operational audit of each program administrator; requiring the Auditor General to adopt certain rules requiring certain reporting from the program administrator; requiring program administrators and, if applicable, third-party

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administrators to post the report on its website;
providing that a contract, agreement, authorization,
or interlocal agreement entered into before a certain
date may continue without additional action by the
county or municipality; requiring that the program
administrator comply with the act and that any related
contracts, agreements, authorizations, or interlocal
agreements be amended to comply with the act;
providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 163.08, Florida Statutes, is amended to
read:

(Substantial rewording of section. See
s. 163.08, F.S., for present text.)

163.08 Definitions.—As used in ss. 163.081–163.087, the
term:

(1) “Commercial property” means real property other than
residential property. The term includes, but is not limited to,
a property zoned multifamily residential which is composed of
five or more dwelling units; and real property used for
commercial, industrial, or agricultural purposes.

(2) “Program administrator” means a county, a municipality,
a dependent special district as defined in s. 189.012, or a
separate legal entity created pursuant to s. 163.01(7) which
directly operates a program for financing qualifying
improvements and is authorized pursuant to s. 163.081 or s.
163.082.

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(3) "Property owner" means the owner or owners of record of real property. The term includes real property held in trust for the benefit of one or more individuals, in which case the individual or individuals may be considered as the property owner or owners, provided that the trustee provides written consent. The term does not include persons renting, using, living, or otherwise occupying real property.

(4) "Qualifying improvement" means the following permanent improvements located on real property within the jurisdiction of an authorized financing program:

(a) For improvements on residential property:

1. Repairing, replacing, or improving a central sewerage system, converting an onsite sewage treatment and disposal system to a central sewerage system, or, if no central sewerage system is available, removing, repairing, replacing, or improving an onsite sewage treatment and disposal system to an advanced system or technology.

2. Repairing, replacing, or improving a roof, including improvements that strengthen the roof deck attachment; create a secondary water barrier to prevent water intrusion; install wind-resistant shingles or gable-end bracing; or reinforce roof-to-wall connections.

3. Providing flood and water damage mitigation and resiliency improvements, prioritizing repairs, replacement, or improvements that qualify for reductions in flood insurance premiums, including raising a structure above the base flood elevation to reduce flood damage; constructing a flood diversion apparatus, drainage gate, or seawall improvement, including seawall repairs and seawall replacements; purchasing flood-

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damage-resistant building materials; or making electrical,
mechanical, plumbing, or other system improvements that reduce
flood damage.

4. Replacing windows or doors, including garage doors, with
energy-efficient, impact-resistant, wind-resistant, or hurricane
windows or doors or installing storm shutters.

5. Installing energy-efficient heating, cooling, or
ventilation systems.

6. Replacing or installing insulation.

7. Replacing or installing energy-efficient water heaters.

8. Installing and affixing a permanent generator.

9. Providing a renewable energy improvement, including the
installation of any system in which the electrical, mechanical,
or thermal energy is produced from a method that uses solar,
geothermal, bioenergy, wind, or hydrogen.

(b) For installing or constructing improvements on
commercial property:

1. Waste system improvements, which consists of repairing,
replacing, improving, or constructing a central sewerage system,
converting an onsite sewage treatment and disposal system to a
central sewerage system, or, if no central sewerage system is
available, removing, repairing, replacing, or improving an
onsite sewage treatment and disposal system to an advanced
system or technology.

2. Making resiliency improvements, which includes but is
not limited to:

a. Repairing, replacing, improving, or constructing a roof,
including improvements that strengthen the roof deck attachment;

b. Creating a secondary water barrier to prevent water

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intrusion;

c. Installing wind-resistant shingles or gable-end bracing;

d. Reinforcing roof-to-wall connections; or

e. Providing flood and water damage mitigation and resiliency improvements, prioritizing repairs, replacement, or improvements that qualify for reductions in flood insurance premiums, including raising a structure above the base flood elevation to reduce flood damage; creating or improving stormwater and flood resiliency, including flood diversion apparatus, drainage gates, or shoreline improvements; purchasing flood-damage-resistant building materials; or making any other improvements necessary to achieve a sustainable building rating or compliance with a national model resiliency standard and any improvements to a structure to achieve wind or flood insurance rate reductions, including building elevation.

3. Energy conservation and efficiency improvements, which are measures to reduce consumption through efficient use or conservation of electricity, natural gas, propane, or other forms of energy, including but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; building modification to increase the use of daylight; window replacement; windows; energy controls or energy recovery systems; installation of electric vehicle charging equipment; installation of efficient lighting equipment; or any other improvements necessary to achieve a sustainable building rating or compliance with a national model green building code.

4. Renewable energy improvements, including the installation of any system in which the electrical, mechanical,

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or thermal energy is produced from a method that uses solar,
geothermal, bioenergy, wind, or hydrogen.

5. Water conservation efficiency improvements, which are
measures to reduce consumption through efficient use or
conservation of water.

(5) "Qualifying improvement contractor" means a licensed or
registered contractor who has been registered to participate by
a program administrator pursuant to s. 163.083 to install or
otherwise perform work to make qualifying improvements on
residential property financed pursuant to a program authorized
under s. 163.081.

(6) "Residential property" means real property zoned as
residential or multifamily residential and composed of four or
fewer dwelling units.

(7) "Third-party administrator" means an entity under
contract with a program administrator pursuant to s. 163.084.

Section 2. Section 163.081, Florida Statutes, is created to
read:

163.081 Financing qualifying improvements to residential
property.—

(1) RESIDENTIAL PROPERTY PROGRAM AUTHORIZATION.—

(a) A program administrator may only offer a program for
financing qualifying improvements to residential property within
the jurisdiction of a county or municipality if the county or
municipality has authorized by ordinance or resolution the
program administrator to administer the program for financing
qualifying improvements to residential property. The authorized
program must, at a minimum, meet the requirements of this
section.

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(b) Pursuant to this section or as otherwise provided by law or pursuant to a county's or municipality's home rule power, a county or municipality may enter into an interlocal agreement providing for a partnership between one or more counties or municipalities for the purpose of facilitating a program to finance qualifying improvements to residential property located within the jurisdiction of the counties or municipalities that are party to the agreement.

(c) A county or municipality may deauthorize a program administrator through repeal of the ordinance or resolution adopted pursuant to paragraph (a) or other action. Any recorded financing agreements at the time of deauthorization shall continue, except any financing agreement for which the provisions of s. 163.086 apply.

(d) An authorized program administrator may contract with one or more third-party administrators to implement the program as provided in s. 163.084.

(e) An authorized program administrator may levy non-ad valorem assessments to facilitate repayment of financing qualifying improvements. Costs incurred by the program administrator for such purpose may be collected as a non-ad valorem assessment. A non-ad valorem assessment shall be collected pursuant to s. 197.3632 and, notwithstanding s. 197.3632(8)(a), shall not be subject to discount for early payment. However, the notice and adoption requirements of s. 197.3632(4) do not apply if this section is used and complied with, and the intent resolution, publication of notice, and mailed notices to the property appraiser, tax collector, and Department of Revenue required by s. 197.3632(3)(a) may be

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provided on or before August 15 of each year in conjunction with any non-ad valorem assessment authorized by this section, if the property appraiser, tax collector, and program administrator agree. The program administrator shall only compensate the tax collector for the actual cost of collecting non-ad valorem assessments, not to exceed 2 percent of the amount collected and remitted.

(f) A program administrator may incur debt for the purpose of providing financing for qualifying improvements, which debt is payable from revenues received from the improved property or any other available revenue source authorized by law.

(2) APPLICATION.—The owner of record of the residential property within the jurisdiction of an authorized program may apply to the authorized program administrator to finance a qualifying improvement. The program administrator may only enter into a financing agreement with the property owner.

(3) FINANCING AGREEMENTS.—

(a) Before entering into a financing agreement, the program administrator must make each of the following findings based on a review of public records derived from a commercially accepted source and the property owner's statements, records, and credit reports:

1. There are sufficient resources to complete the project.
2. The total amount of any non-ad valorem assessment for a residential property under this section does not exceed 20 percent of the just value of the property as determined by the property appraiser. The total amount may exceed this limitation upon written consent of the holders or loan servicers of any mortgage encumbering or otherwise secured by the residential

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property.

3. The financing agreement does not utilize a negative amortization schedule, a balloon payment, or prepayment fees or fines other than nominal administrative costs. Capitalized interest included in the original balance of the assessment financing agreement does not constitute negative amortization.

4. All property taxes and any other assessments, including non-ad valorem assessments, levied on the same bill as the property taxes are current and have not been delinquent for the preceding 3 years, or the property owner's period of ownership, whichever is less.

5. There are no outstanding fines or fees related to zoning or code enforcement violations issued by a county or municipality, unless the qualifying improvement will remedy the zoning or code violation.

6. There are no involuntary liens, including, but not limited to, construction liens on the residential property.

7. No notices of default or other evidence of property-based debt delinquency have been recorded and not released during the preceding 3 years or the property owner's period of ownership, whichever is less.

8. The property owner is current on all mortgage debt on the residential property.

9. The property owner has not been subject to a bankruptcy proceeding within the last 5 years unless it was discharged or dismissed more than 2 years before the date on which the property owner applied for financing.

10. The residential property is not subject to an existing home equity conversion mortgage or reverse mortgage product.

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436 11. The term of the financing agreement does not exceed the
437 weighted average useful life of the qualified improvements to
438 which the greatest portion of funds disbursed under the
439 assessment contract is attributable, not to exceed 20 years. The
440 program administrator shall determine the useful life of a
441 qualifying improvement using established standards, including
442 certification criteria from government agencies or nationally
443 recognized standards and testing organizations.

444 12. The total estimated annual payment amount for all
445 financing agreements entered into under this section on the
446 residential property does not exceed 10 percent of the property
447 owner's annual household income. Income must be confirmed using
448 reasonable evidence and not solely by a property owner's
449 statement.

450 13. If the qualifying improvement is for the conversion of
451 an onsite sewage treatment and disposal system to a central
452 sewerage system, the property owner has utilized all available
453 local government funding for such conversions and is unable to
454 obtain financing for the improvement on more favorable terms
455 through a local government program designed to support such
456 conversions.

457 (b) Before entering into a financing agreement, the program
458 administrator must determine if there are any current financing
459 agreements on the residential property and if the property owner
460 has obtained or sought to obtain additional qualifying
461 improvements on the same property which have not yet been
462 recorded. The existence of a prior qualifying improvement non-ad
463 valorem assessment or a prior financing agreement is not
464 evidence that the financing agreement under consideration is

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affordable or meets other program requirements.

(c) Findings satisfying paragraphs (a) and (b) must be documented, including supporting evidence relied upon, and provided to the property owner prior to a financing agreement being approved and recorded. The program administrator must retain the documentation for the duration of the financing agreement.

(d) If the qualifying improvement is estimated to cost \$10,000 or more, before entering into a financing agreement the program administrator must advise the property owner in writing that the best practice is to obtain estimates from more than one unaffiliated, registered qualifying improvement contractor for the qualifying improvement and notify the property owner in writing of the advertising and solicitation requirements of s. 163.085.

(e) A property owner and the program administrator may agree to include in the financing agreement provisions for allowing change orders necessary to complete the qualifying improvement. Any financing agreement or contract for qualifying improvements which includes such provisions must meet the requirements of this paragraph. If a proposed change order on a qualifying improvement will increase the original cost of the qualifying improvement by 20 percent or more or will expand the scope of the qualifying improvement by more than 20 percent, before the change order may be executed which would result in an increase in the amount financed through the program administrator for the qualifying improvement, the program administrator must notify the property owner, provide an updated written disclosure form as described in subsection (4) to the

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property owner, and obtain written approval of the change from the property owner.

(f) A financing agreement may not be entered into if the total cost of the qualifying improvement, including program fees and interest, is less than \$2,500.

(g) A financing agreement may not be entered into for qualifying improvements in buildings or facilities under new construction or construction for which a certificate of occupancy or similar evidence of substantial completion of new construction or improvement has not been issued.

(4) DISCLOSURES.—

(a) In addition to the requirements imposed in subsection (3), a financing agreement may not be executed unless the program administrator first provides, including via electronic means, a written financing estimate and disclosure to the property owner which includes all of the following, each of which must be individually acknowledged in writing by the property owner:

1. The estimated total amount to be financed, including the total and itemized cost of the qualifying improvement, program fees, and capitalized interest;

2. The estimated annual non-ad valorem assessment;

3. The term of the financing agreement and the schedule for the non-ad valorem assessments;

4. The interest charged and estimated annual percentage rate;

5. A description of the qualifying improvement;

6. The total estimated annual costs that will be required to be paid under the assessment contract, including program

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fees;

7. The total estimated average monthly equivalent amount of funds that would need to be saved in order to pay the annual costs of the non-ad valorem assessment, including program fees;

8. The estimated due date of the first payment that includes the non-ad valorem assessment;

9. A disclosure that the financing agreement may be canceled within 3 business days after signing the financing agreement without any financial penalty for doing so;

10. A disclosure that the property owner may repay any remaining amount owed, at any time, without penalty or imposition of additional prepayment fees or fines other than nominal administrative costs;

11. A disclosure that if the property owner sells or refinances the residential property, the property owner may be required by a mortgage lender to pay off the full amount owed under each financing agreement under this section;

12. A disclosure that the assessment will be collected along with the property owner's property taxes, and will result in a lien on the property from the date the financing agreement is recorded;

13. A disclosure that potential utility or insurance savings are not guaranteed, and will not reduce the assessment amount; and

14. A disclosure that failure to pay the assessment may result in penalties, fees, including attorney fees, court costs, and the issuance of a tax certificate that could result in the property owner losing the property and a judgment against the property owner, and may affect the property owner's credit

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rating.

(b) Prior to the financing agreement being approved, the program administrator must conduct an oral, recorded telephone call with the property owner during which the program administrator must confirm each finding or disclosure required in subsection (3) and this section.

(5) NOTICE TO LIENHOLDERS AND SERVICERS.—At least 5 business days before entering into a financing agreement, the property owner must provide to the holders or loan servicers of any existing mortgages encumbering or otherwise secured by the residential property a written notice of the owner's intent to enter into a financing agreement together with the maximum amount to be financed, including the amount of any fees and interest, and the maximum annual assessment necessary to repay the total. A verified copy or other proof of such notice must be provided to the program administrator. A provision in any agreement between a mortgagor or other lienholder and a property owner, or otherwise now or hereafter binding upon a property owner, which allows for acceleration of payment of the mortgage, note, or lien or other unilateral modification solely as a result of entering into a financing agreement as provided for in this section is unenforceable. This subsection does not limit the authority of the holder or loan servicer to increase the required monthly escrow by an amount necessary to pay the annual assessment.

(6) CANCELLATION.—A property owner may cancel a financing agreement on a form established by the program administrator within 3 business days after signing the financing agreement without any financial penalty for doing so.

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(7) RECORDING.—Any financing agreement executed pursuant to this section, or a summary memorandum of such agreement, shall be submitted for recording in the public records of the county within which the residential property is located by the program administrator within 10 business days after execution of the agreement and the 3-day cancellation period. The recorded agreement must provide constructive notice that the non-ad valorem assessment to be levied on the property constitutes a lien of equal dignity to county taxes and assessments from the date of recordation. A notice of lien for the full amount of the financing may be recorded in the public records of the county where the property is located. Such lien is not enforceable in a manner that results in the acceleration of the remaining nondelinquent unpaid balance under the assessment financing agreement.

(8) SALE OF RESIDENTIAL PROPERTY.—At or before the time a seller executes a contract for the sale of any residential property for which a non-ad valorem assessment has been levied under this section and has an unpaid balance due, the seller shall give the prospective purchaser a written disclosure statement in the following form, which must be set forth in the contract or in a separate writing:

QUALIFYING IMPROVEMENTS.—The property being purchased is subject to an assessment on the property pursuant to s. 163.081, Florida Statutes. The assessment is for a qualifying improvement to the property and is not based on the value of the property. You are encouraged to contact the property appraiser's office to learn

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more about this and other assessments that may be
provided by law.

(9) DISBURSEMENTS.—Before disbursing final funds to a
qualifying improvement contractor for a qualifying improvement
on residential property, the program administrator shall confirm
that the applicable work or service has been completed or, as
applicable, that the final permit for the qualifying improvement
has been closed with all permit requirements satisfied or a
certificate of occupancy or similar evidence of substantial
completion of construction or improvement has been issued.

(10) CONSTRUCTION.—This section is additional and
supplemental to county and municipal home rule authority and not
in derogation of such authority or a limitation upon such
authority.

Section 3. Section 163.082, Florida Statutes, is created to
read:

163.082 Financing qualifying improvements to commercial
property.—

(1) COMMERCIAL PROPERTY PROGRAM AUTHORIZATION.—

(a) A program administrator may only offer a program for
financing qualifying improvements to commercial property within
the jurisdiction of a county or municipality if the county or
municipality has authorized by ordinance or resolution the
program administrator to administer the program for financing
qualifying improvements to commercial property. The authorized
program must, at a minimum, meet the requirements of this
section.

(b) Pursuant to this section or as otherwise provided by

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639 law or pursuant to a county's or municipality's home rule power,
640 a county or municipality may enter into an interlocal agreement
641 providing for a partnership between one or more counties or
642 municipalities for the purpose of facilitating a program for
643 financing qualifying improvements to commercial property located
644 within the jurisdiction of the counties or municipalities that
645 are party to the agreement.

646 (c) A county or municipality may deauthorize a program
647 administrator through repeal of the ordinance or resolution
648 adopted pursuant to paragraph (a) or other action. Any recorded
649 financing agreements at the time of deauthorization shall
650 continue, except any financing agreement for which the
651 provisions of s. 163.086 apply.

652 (d) A program administrator may contract with one or more
653 third-party administrators to implement the program as provided
654 in s. 163.084.

655 (e) An authorized program administrator may levy non-ad
656 valorem assessments to facilitate repayment of financing or
657 refinancing qualifying improvements. Costs incurred by the
658 program administrator for such purpose may be collected as a
659 non-ad valorem assessment. A non-ad valorem assessment shall be
660 collected pursuant to s. 197.3632 and, notwithstanding s.
661 197.3632(8)(a), is not subject to discount for early payment.
662 However, the notice and adoption requirements of s. 197.3632(4)
663 do not apply if this section is used and complied with, and the
664 intent resolution, publication of notice, and mailed notices to
665 the property appraiser, tax collector, and Department of Revenue
666 required by s. 197.3632(3)(a) may be provided on or before
667 August 15 of each year in conjunction with any non-ad valorem

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assessment authorized by this section, if the property appraiser, tax collector, and program administrator agree. The program administrator shall only compensate the tax collector for the actual cost of collecting non-ad valorem assessments, not to exceed 2 percent of the amount collected and remitted.

(f) A program administrator may incur debt for the purpose of providing financing for qualifying improvements, which debt is payable from revenues received from the improved property or any other available revenue source authorized by law.

(2) APPLICATION.—The owner of record of the commercial property within the jurisdiction of the authorized program may apply to the program administrator to finance a qualifying improvement and enter into a financing agreement with the program administrator to make such improvement. The program administrator may only enter into a financing agreement with a property owner.

(3) CONSENT OF LIENHOLDERS AND SERVICERS.—The program administrator must receive the written consent of the current holders or loan servicers of any mortgage that encumbers or is otherwise secured by the commercial property or that will otherwise be secured by the property before a financing agreement may be executed.

(4) FINANCING AGREEMENTS.—

(a) A program administrator offering a program for financing qualifying improvements to commercial property must maintain underwriting criteria sufficient to determine the financial feasibility of entering into a financing agreement. To enter into a financing agreement, the program administrator must, at a minimum, make each of the following findings based on

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a review of public records derived from a commercially accepted source and the statements, records, and credit reports of the commercial property owner:

1. There are sufficient resources to complete the project.

2. All property taxes and any other assessments, including non-ad valorem assessments, levied on the same bill as the property taxes are current.

3. There are no involuntary liens greater than \$5,000, including, but not limited to, construction liens on the commercial property.

4. No notices of default or other evidence of property-based debt delinquency have been recorded and not been released during the preceding 3 years or the property owner's period of ownership, whichever is less.

5. The property owner is current on all mortgage debt on the commercial property.

6. The term of the financing agreement does not exceed the weighted average useful life of the qualified improvements to which the greatest portion of funds disbursed under the assessment contract is attributable, not to exceed 30 years. The program administrator shall determine the useful life of a qualifying improvement using established standards, including certification criteria from government agencies or nationally recognized standards and testing organizations.

7. The property owner is not currently the subject of a bankruptcy proceeding.

(b) Before entering into a financing agreement, the program administrator shall determine if there are any current financing agreements on the commercial property and whether the property

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owner has obtained or sought to obtain additional qualifying improvements on the same property which have not yet been recorded. The existence of a prior qualifying improvement non-ad valorem assessment or a prior financing agreement is not evidence that the financing agreement under consideration is affordable or meets other program requirements.

(c) The program administrator shall document and retain findings satisfying paragraphs (a) and (b), including supporting evidence relied upon, which were made prior to the financing agreement being approved and recorded, for the duration of the financing agreement.

(d) A property owner and the program administrator may agree to include in the financing agreement provisions for allowing change orders necessary to complete the qualifying improvement. Any financing agreement or contract for qualifying improvements which includes such provisions must meet the requirements of this paragraph. If a proposed change order on a qualifying improvement will increase the original cost of the qualifying improvement by 20 percent or more or will expand the scope of the qualifying improvement by 20 percent or more, before the change order may be executed which would result in an increase in the amount financed through the program administrator for the qualifying improvement, the program administrator must notify the property owner, provide an updated written disclosure form as described in subsection (5) to the property owner, and obtain written approval of the change from the property owner.

(e) A financing agreement may not be entered into if the total cost of the qualifying improvement, including program fees

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and interest, is less than \$2,500.

(5) DISCLOSURES.—In addition to the requirements imposed in subsection (4), a financing agreement may not be executed unless the program administrator provides, whether on a separate document or included with other disclosures or forms, a financing estimate and disclosure to the property owner which includes all of the following:

(a) The estimated total amount to be financed, including the total and itemized cost of the qualifying improvement, program fees, and capitalized interest;

(b) The estimated annual non-ad valorem assessment;

(c) The term of the financing agreement and the schedule for the non-ad valorem assessments;

(d) The interest charged and estimated annual percentage rate;

(e) A description of the qualifying improvement;

(f) The total estimated annual costs that will be required to be paid under the assessment contract, including program fees;

(g) The estimated due date of the first payment that includes the non-ad valorem assessment; and

(h) A disclosure of any prepayment penalties, fees, or fines as set forth in the financing agreement.

(6) RECORDING.—Any financing agreement executed pursuant to this section or a summary memorandum of such agreement must be submitted for recording in the public records of the county within which the commercial property is located by the program administrator within 10 business days after execution of the agreement. The recorded agreement must provide constructive

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notice that the non-ad valorem assessment to be levied on the property constitutes a lien of equal dignity to county taxes and assessments from the date of recordation. A notice of lien for the full amount of the financing may be recorded in the public records of the county where the property is located. Such lien is not enforceable in a manner that results in the acceleration of the remaining nondelinquent unpaid balance under the assessment financing agreement.

(7) SALE OF COMMERCIAL PROPERTY.—At or before the time a seller executes a contract for the sale of any commercial property for which a non-ad valorem assessment has been levied under this section and has an unpaid balance due, the seller shall give the prospective purchaser a written disclosure statement in the following form, which must be set forth in the contract or in a separate writing:

QUALIFYING IMPROVEMENTS.—The property being purchased is subject to an assessment on the property pursuant to s. 163.082, Florida Statutes. The assessment is for a qualifying improvement to the property and is not based on the value of the property. You are encouraged to contact the property appraiser's office to learn more about this and other assessments that may be provided for by law.

(8) COMPLETION CERTIFICATE.—Upon disbursement of all financing and completion of installation of qualifying improvements financed, the program administrator shall retain a certificate that the qualifying improvements have been installed

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and are in good working order.

(9) CONSTRUCTION.—This section is additional and supplemental to county and municipal home rule authority and not in derogation of such authority or a limitation upon such authority.

Section 4. Section 163.083, Florida Statutes, is created to read:

163.083 Qualifying improvement contractors.—

(1) A county or municipality shall establish a process, or approve a process established by a program administrator, to register contractors for participation in a program authorized by a county or municipality pursuant to s. 163.081. A qualifying improvement contractor may only perform such work that the contractor is appropriately licensed, registered, and permitted to conduct. At the time of application to participate and during participation in the program, contractors must:

(a) Hold all necessary licenses or registrations for the work to be performed which are in good standing. Good standing includes no outstanding complaints with the state or local government which issues such licenses or registrations.

(b) Comply with all applicable federal, state, and local laws and regulations, including obtaining and maintaining any other permits, licenses, or registrations required for engaging in business in the jurisdiction in which it operates and maintaining all state-required bond and insurance coverage.

(c) File with the program administrator a written statement in a form approved by the county or municipality that the contractor will comply with applicable laws and rules and qualifying improvement program policies and procedures,

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including those on advertising and marketing.

(2) A third-party administrator or a program administrator, either directly or through an affiliate, may not be registered as a qualifying improvement contractor.

(3) A program administrator shall establish and maintain:

(a) A process to monitor qualifying improvement contractors for performance and compliance with requirements of the program and must conduct regular reviews of qualifying improvement contractors to confirm that each qualifying improvement contractor is in good standing.

(b) Procedures for notice and imposition of penalties upon a finding of violation, which may consist of placement of the qualifying improvement contractor in a probationary status that places conditions for continued participation, suspension, or termination from participation in the program.

(c) An easily accessible page on its website that provides information on the status of registered qualifying improvement contractors, including any imposed penalties, and the names of any qualifying improvement contractors currently on probationary status or that are suspended or terminated from participation in the program.

Section 5. Section 163.084, Florida Statutes, is created to read:

163.084 Third-party administrator for financing qualifying improvements programs.—

(1) (a) A program administrator may contract with one or more third-party administrators to administer a program authorized by a county or municipality pursuant to s. 163.081 or s. 163.082 on behalf of and at the discretion of the program

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871 administrator.

872 (b) The third-party administrator must be independent of
873 the program administrator and have no conflicts of interest
874 between managers or owners of the third-party administrator and
875 program administrator managers, owners, officials, or employees
876 with oversight over the contract. A program administrator,
877 either directly or through an affiliate, may not act as a third-
878 party administrator for itself or for another program
879 administrator. However, this paragraph does not apply to a
880 third-party administrator created by an entity authorized in law
881 pursuant to s. 288.9604.

882 (c) The contract must provide for the entity to administer
883 the program according to the requirements of s. 163.081 or s.
884 163.082 and the ordinance or resolution adopted by the county or
885 municipality authorizing the program. However, only the program
886 administrator may levy or administer non-ad valorem assessments.

887 (2) A program administrator may not contract with a third-
888 party administrator that, within the last 3 years, has been:

889 (a) Prohibited, after notice and a hearing, from serving as
890 a third-party administrator for another program administrator
891 for program or contract violations in this state; or

892 (b) Found by a court of competent jurisdiction to have
893 substantially violated state or federal laws related to the
894 administration of ss. 163.081-163.086 or a similar program in
895 another jurisdiction.

896 (3) The program administrator must include in any contract
897 with the third-party administrator the right to perform annual
898 reviews of the administrator to confirm compliance with ss.
899 163.081-163.086, the ordinance or resolution adopted by the

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900 county or municipality, and the contract with the program
901 administrator. If the program administrator finds that the
902 third-party administrator has committed a violation of ss.
903 163.081-163.086, the adopted ordinance or resolution, or the
904 contract with the program administrator, the program
905 administrator shall provide the third-party administrator with
906 notice of the violation and may, as set forth in the adopted
907 ordinance or resolution or the contract with the third-party
908 administrator:

909 (a) Place the third-party administrator in a probationary
910 status that places conditions for continued operations.

911 (b) Impose any fines or sanctions.

912 (c) Suspend the activity of the third-party administrator
913 for a period of time.

914 (d) Terminate the agreement with the third-party
915 administrator.

916 (4) A program administrator may terminate the agreement
917 with a third-party administrator, as set forth by the county or
918 municipality in its adopted ordinance or resolution or the
919 contract with the third-party administrator, if the program
920 administrator makes a finding that:

921 (a) The third-party administrator has violated the contract
922 with the program administrator. The contract may set forth
923 substantial violations that may result in contract termination
924 and other violations that may provide for a period of time for
925 correction before the contract may be terminated.

926 (b) The third-party administrator, or an officer, a
927 director, a manager or a managing member, or a control person of
928 the third-party administrator, has been found by a court of

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competent jurisdiction to have violated state or federal laws related to the administration of a program authorized of the provisions of ss. 163.081-163.086 or a similar program in another jurisdiction within the last 5 years.

(c) Any officer, director, manager or managing member, or control person of the third-party administrator has been convicted of, or has entered a plea of guilty or nolo contendere to, regardless of whether adjudication has been withheld, a crime related to administration of a program authorized of the provisions of ss. 163.081-163.086 or a similar program in another jurisdiction within the last 10 years.

(d) An annual performance review reveals a substantial violation or a pattern of violations by the third-party administrator.

(5) Any recorded financing agreements at the time of termination or suspension by the program administrator shall continue, except any financing agreement for which the provisions of s. 163.086 apply.

Section 6. Section 163.085, Florida Statutes, is created to read:

163.085 Advertisement and solicitation for financing qualifying improvements programs under s. 163.081 or s. 163.082.—

(1) When communicating with a property owner, a program administrator, qualifying improvement contractor, or third-party administrator may not:

(a) Suggest or imply:

1. That a non-ad valorem assessment authorized under s. 163.081 or s. 163.082 is a government assistance program;

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958 2. That qualifying improvements are free or provided at no
959 cost, or that the financing related to a non-ad valorem
960 assessment authorized under s. 163.081 or s. 163.082 is free or
961 provided at no cost; or

962 3. That the financing of a qualifying improvement using the
963 program authorized pursuant to s. 163.081 or s. 163.082 does not
964 require repayment of the financial obligation.

965 (b) Make any representation as to the tax deductibility of
966 a non-ad valorem assessment. A program administrator, qualifying
967 improvement contractor, or third-party administrator may
968 encourage a property owner to seek the advice of a tax
969 professional regarding tax matters related to assessments.

970 (2) A program administrator or third-party administrator
971 may not provide to a qualifying improvement contractor any
972 information that discloses the amount of financing for which a
973 property owner is eligible for qualifying improvements or the
974 amount of equity in a residential property or commercial
975 property.

976 (3) A qualifying improvement contractor may not advertise
977 the availability of financing agreements for, or solicit program
978 participation on behalf of, the program administrator unless the
979 contractor is registered by the program administrator to
980 participate in the program and is in good standing with the
981 program administrator.

982 (4) A program administrator or third-party administrator
983 may not provide any payment, fee, or kickback to a qualifying
984 improvement contractor for referring property owners to the
985 program administrator or third-party administrator. However, a
986 program administrator or third-party administrator may provide

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information to a qualifying improvement contractor to facilitate the installation of a qualifying improvement for a property owner.

(5) A program administrator or third-party administrator may not reimburse a qualifying improvement contractor for its expenses in advertising and marketing campaigns and materials.

(6) A qualifying improvement contractor may not provide a different price for a qualifying improvement financed under s. 163.081 than the price that the qualifying improvement contractor would otherwise provide if the qualifying improvement was not being financed through a financing agreement. Any contract between a property owner and a qualifying improvement contractor must clearly state all pricing and cost provisions, including any process for change orders which meet the requirements of s. 163.081(3)(d).

(7) A program administrator, qualifying improvement contractor, or third-party administrator may not provide any direct cash payment or other thing of material value to a property owner which is explicitly conditioned upon the property owner entering into a financing agreement. However, a program administrator or third-party administrator may offer programs or promotions on a nondiscriminatory basis that provide reduced fees or interest rates if the reduced fees or interest rates are reflected in the financing agreements and are not provided to the property owner as cash consideration.

Section 7. Section 163.086, Florida Statutes, is created to read:

163.086 Unenforceable financing agreements for qualifying improvements programs under s. 163.081 or s. 163.082;

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attachment; fraud.—

(1) A recorded financing agreement may not be removed from attachment to a residential property or commercial property if the property owner fraudulently obtained funding pursuant to s. 163.081 or s. 163.082.

(2) A financing agreement may not be enforced, and a recorded financing agreement may be removed from attachment to a residential property or commercial property and deemed null and void, if:

(a) The property owner applied for, accepted, and canceled a financing agreement within the 3-business-day period pursuant to s. 163.081(6). A qualifying improvement contractor may not begin work under a canceled contract.

(b) A person other than the property owner obtained the recorded financing agreement. The court may enter an order which holds that person or persons personally liable for the debt.

(c) The program administrator, third-party administrator, or qualifying improvement contractor approved or obtained funding through fraudulent means and in violation of ss. 163.081-163.085, or this section for qualifying improvements on the residential property or commercial property.

(3) If a qualifying improvement contractor has initiated work on residential property or commercial property under a contract deemed unenforceable under this section, the qualifying improvement contractor:

(a) May not receive compensation for that work under the financing agreement.

(b) Must restore the residential property or commercial property to its original condition at no cost to the property

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owner.

(c) Must immediately return any funds, property, and other consideration given by the property owner. If the property owner provided any property and the qualifying improvement contractor does not or cannot return it, the qualifying improvement contractor must immediately return the fair market value of the property or its value as designated in the contract, whichever is greater.

(4) If the qualifying improvement contractor has delivered chattel or fixtures to residential property or commercial property pursuant to a contract deemed unenforceable under this section, the qualifying improvement contractor has 90 days after the date on which the contract was executed to retrieve the chattel or fixtures, provided that:

(a) The qualifying improvement contractor has fulfilled the requirements of paragraphs (3) (a) and (b).

(b) The chattel and fixtures can be removed at the qualifying improvement contractor's expense without damaging the residential property or commercial property.

(5) If a qualifying improvement contractor fails to comply with this section, the property owner may retain any chattel or fixtures provided pursuant to a contract deemed unenforceable under this section.

(6) A contract that is otherwise unenforceable under this section remains enforceable if the property owner waives his or her right to cancel the contract or cancels the financing agreement pursuant to s. 163.081(6) but allows the qualifying improvement contractor to proceed with the installation of the qualifying improvement.

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Section 8. Section 163.087, Florida Statutes, is created to read:

163.087 Reporting for financing qualifying improvements programs under s. 163.081 or s. 163.082.—

(1) Each program administrator that is authorized to administer a program for financing qualifying improvements to residential property or commercial property under s. 163.081 or s. 163.082 shall post on its website an annual report within 45 days after the end of its fiscal year containing the following information from the previous year for each program authorized under s. 163.081 or s. 163.082:

(a) The number and types of qualifying improvements funded.

(b) The aggregate, average, and median dollar amounts of annual non-ad valorem assessments and the total number of non-ad valorem assessments collected pursuant to financing agreements for qualifying improvements.

(c) The total number of defaulted non-ad valorem assessments, including the total defaulted amount, the number and dates of missed payments, and the total number of parcels in default and the length of time in default.

(d) A summary of all reported complaints received by the program administrator related to the program, including the names of the third-party administrator, if applicable, and qualifying improvement contractors and the resolution of each complaint.

(2) The Auditor General must conduct an operational audit of each program administrator authorized under s. 163.081 or s. 163.082, including any third-party administrators, for compliance with the provisions of ss. 163.08-163.086 and any

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1103 adopted ordinance at least once every 3 years. The Auditor
1104 General may stagger evaluations; however, every program must be
1105 evaluated at least once by September 1, 2028. The Auditor
1106 General shall adopt rules pursuant to s. 218.39 requiring each
1107 program administrator to report whether it offers a program
1108 authorized pursuant to s. 163.081 or s. 163.082, and other
1109 pertinent information. Each program administrator and, if
1110 applicable, third-party administrator, must post the most recent
1111 report on its website.

1112 Section 9. A current contract, agreement, authorization, or
1113 interlocal agreement between a county or municipality and a
1114 program administrator entered into before July 1, 2024, shall
1115 continue without additional action by the county or
1116 municipality. However, the program administrator must comply
1117 with this act, and any contract, agreement, authorization, or
1118 interlocal agreement must be amended to comply with this act.

1119 Section 10. This act shall take effect July 1, 2024.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 9 4:00 PM

TO: Board of County
Commissioners

DATE: 2/15/2024

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT:

Bid Opening Tabulation for March 26, 2024:

A. Bid No. 23/24-011, CR 220 from West of Lakeshore Drive West to East of Old Hard Road

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Bid Opening Tabulations	Cover Memo	4/2/2024	Bid_Tabs_BCC_bid_openings_040924ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/1/2024 - 4:21 PM	Item Pushed to Agenda

BID TABULATION FORM

Bid: 23/24-011

Date:

March 26, 2024**CR 220 from West of Lakeshore
Drive West to East of Old Hard**Proj: **Road**

Time Open:

9:00 AM

Ad: Clay Today, February 22, 2024

Time Close:

9:04 AM

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

Bids to be evaluated based on evaluation criteria established in bid document

Bidder		Bid Bond	Addendum	Base Bid	Alternate	Total Bid
1	Besch and Smith Civil Group, Inc.	Yes	Yes	\$ 3,376,424.55	\$ 3,780,565.57	\$ 3,816,932.00
2	CGC, Inc.	Yes	Yes	\$ 440,207.45	\$ 413,109.23	\$ 4,193,674.80
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