

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, JULY 06, 2021 – 7:00 PM



Anyone wishing to address the city council regarding any topic on this agenda is requested to complete a card available at the city clerk's desk. Speakers are respectfully requested to limit their comments to three (3) minutes.

The city council prohibits the use of cell phones and other electronic devices which emit an audible sound during all meetings with the exception of law enforcement, fire and rescue or health care providers on call. Persons in violation may be requested to leave the meeting

AGENDA

Invocation & Pledge of Allegiance to the Flag - **Chaplain Joseph Williams - CCSO**

Roll Call

Mayor to call on members of the audience wishing to address the Council on matters not on the Agenda.

PUBLIC HEARINGS

1. Second and Final reading of Ordinance O-14-2021 modifying Chapter 66, Solid Waste, of the City Code of Ordinances. **Mike Null**

PRESENTATIONS

2. Kimberly Miller, Camp Cadet Director would like to present a Plaque of Appreciation to the Council for their ongoing support.

CONSENT AGENDA

All matters under the consent agenda are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Backup documentation and staff recommendations have been previously submitted to the city council on these items.

3. City Council establishes workshop dates for reviewing the Operating Budget and Capital Improvement Plan for FY 2021/2022. **Marlena Guthrie**
4. City Council establishes hearing dates for the first and final hearings to adopt the City of Green Cove Springs Operating Budget and Five Year Capital Improvement Plan for FY 2021/2022. **Marlena Guthrie**

5. City Council approval of Contractor's Pay App #2 for CR 209 S in the amount of \$140,481.25 and Contractor's Pay App #1 for Wilkes Point Road in the amount of \$107,302.50 to General Underground under Bid Award LC 2020-06 for a total amount of \$1,631,644.00. **Scott Schultz**
6. City Council approval of an exemption through June 30, 2022 for warehouse management to the existing Purchasing Policies to purchase PVC conduit, PVC pipe, and other appurtenances, up to \$50,000.00, with an e-mail approval process. **Scott Schultz**
7. City Council approval of, and authorization for the Mayor to execute, Disbursement Request #2 which includes Contractor's Pay Request #1 for Williams Industrial Services, LLC, in the amount of \$669,305.42 (already paid) and Mittauer & Associates Invoice # 21240 in the amount of \$6,000.00, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. **Scott Schultz**
8. City Council approval of Resolution No. R-13-2021, a resolution authorizing a new FDOT State Highway System Lighting, Maintenance, and Compensation Agreement. Contract No. TBD, for the period of July 1, 2021 through June 30, 2028 in the amount of \$36,164.70 and authorizing the City Manager to execute said Agreement. **Mike Null**
9. City Council approval of a PO to paint the downstairs of The City Hall Building to Florida Paint Company in the amount of \$ 33,765.00. **Steve Thomas**
10. City Council approval for Detective Erin Vineyard to attend the Police Internal Affairs Course. **Derek Asdot**
11. City Council approval for Commander John Guzman to attend the Police Internal Affairs Course. **Derek Asdot**
12. City Council approval to issue a purchase order in the amount of \$28,010.85 to Irby for electric conduit for the Magnolia Point Third Feed Project. **Scott Schultz**
13. City Council approval of a Pay Application # 1 from KBT Contracting Corp in the amount of \$48,302.28 for design & build out of ASACC classroom for AMikids, and approval of Change Order # 1 for replacing the windows in an amount not to exceed \$15,200.00. **Steve Thomas**
14. City Council approval to issue a Purchase Order to Jax Utilities Management, Inc in the amount of \$29,884.00 for a Stormwater Repair at the Augusta Savage Facility. **Steve Thomas**
15. City Council approval of Contractor's Pay Request #2 for Williams Industrial Services, LLC, in the amount of \$459,854.82, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420. **Scott Schultz**
16. City Council approval of Minutes from 5/04/2021 Regular Session. **Erin West**
17. City Council approval of Resolution No. R-12-2021, a Resolution authorizing a new FDOT Maintenance Agreement, Contract No. TBD, for the period of July 16, 2021 through July 15, 2024 in the amount of \$38,673.64 (annually) and authorizing the Mayor, City Clerk, and City Attorney to execute said Agreement. **Mike Null**

- [18.](#) City Council review and approval of 2022 Food Truck Friday Dates. *Michael Daniels*
- [19.](#) City Council approval of the new process for Proclamations, Letter of Honor, and Key to the City. *Erin West*
- [20.](#) City Council approval of Pay Application #5 to Terry's Electric for Chapman Substation Construction Improvements in the amount of \$122,787.50, leaving a balance of \$299,076.80 in contract number LC 2020-17 in the total amount of \$879,086.00. *Andy Yeager*

COUNCIL BUSINESS

- [21.](#) FMPA - July 2021 *Bob Page*
- [22.](#) City Council designation of Voting Delegate for the Annual Florida League of Cities Conference in Orlando, Florida on August 12-14, 2021. *Erin West*
23. City Manager and City Attorney Reports and/or Correspondence/Executive Summary Reports.
24. City Council Reports and/or Correspondence.

Adjournment

The City Council meets the first and third Tuesday of each month beginning at 7:00 p.m., unless otherwise scheduled. Meetings are held in City Hall at 321 Walnut Street. Video and audio recordings of the meetings are available in the City Clerk's Office upon request.

City may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the City Council meetings can be obtained from the City Clerk's office. The Meetings are usually recorded, but are not transcribed verbatim for the minutes. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, if available, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

Persons who wish to appeal any decision made by the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The City is not responsible if the in-house recording is incomplete for any reason.

ADA NOTICE

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 5:00 p.m. on the day prior to the meeting.

PUBLIC PARTICIPATION:

Pursuant to Section 286.0114, Florida Statutes, effective October 1, 2013, the public is invited to speak on any "proposition" before a board, commission, council, or appointed committee takes official action

regardless of whether the issue is on the Agenda. Certain exemptions for emergencies, ministerial acts, etc. apply. This public participation does not affect the right of a person to be heard as otherwise provided by law.

EXPARTE COMMUNICATIONS

Oral or written exchanges (sometimes referred to as lobbying or information gathering) between a Council Member and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the City Council. The exchanges must be disclosed by the City Council so the public may respond to such exchanges before a vote is taken.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** July 6, 2021
FROM: Mike Null, Assistant City Manager
SUBJECT: Second and Final reading of Ordinance O-14-2021 modifying Chapter 66, Solid Waste, of the City Code of Ordinances. *Mike Null*

BACKGROUND

Our current City Code regulating franchises for solid waste and construction & demolition (C&D) haulers requires \$1,000,000 in automobile liability coverage in addition to \$1,000,000 in general liability insurance coverage. This amount of automobile coverage is very onerous on the smaller haulers, especially for C&D. Clay County and St. Johns County both require \$300,000 in automobile liability coverage for the C&D haulers.

We received a request from one of our new haulers to consider reducing the amount of automobile liability coverage that we require. In his case, he only has two trucks, one of which was recently purchased. This excess coverage changes his automobile insurance coverage for the one truck from \$12,000 per year to \$20,000 per year.

Staff presented this item for discussion and direction at the June 1, 2021 City Council Meeting. As directed by Council, O-14-2021 was presented at the June 15 meeting Council approval to include:

- This change in insurance coverage requirements
- A requirement for all customers to bag loose leaves and grass clippings
- And to require all residential and non-residential customers to take solid waste service either from the City or a franchise hauler.

Ordinance O-14-2021 is presented this evening for approval on second and final reading.

FISCAL IMPACT

N/A

RECOMMENDATION

Approve Ordinance O-14-2021 upon second and final reading.

ORDINANCE NO. O-14-2021

AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA AMENDING CITY CODE CHAPTER 66 ENTITLED SOLID WASTE TO CLARIFY THE REUIREMENTS THAT ALL CITY RESIDENTIAL SERVICE CUSTOMERS AND CITY COMMERCIAL ESTABLISHMENTS SHALL BE REQUIRED TO HAVE EITHER CONTAINERIZED OR NONCONTAINERIZED SOLID WASTE COLLECTION SERVICE; AMENDING CITY CODE SECTION 66-11(d) (1)f. TO REDUCE THE REQUIRED COMPREHENSIVE AUTOMOBILE INSURANCE FROM \$1,000,000.00 TO \$300,000.00 FOR CONSTRUCTION AND DEMOLITION (C&D) SERVICE WITHIN THE CITY; AMENDING CITY CODE SECTION 66-8. "DISPOSAL OF YARD WASTE; PERMITS TO BURN TRASH, ETC." TO ADD SUBSECTION (c) REQUIRING ALL LEAVES AND GRASS CLIPPINGS TO BE BAGGED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council finds that reducing the insurance limits for C & D Service franchisees is reasonable and may lead to more competition among such franchisees within the City; and

WHEREAS, the City Council desires to clarify and restate the policy that all residences and commercial establishments within the City shall be required to dispose of their garbage by containerized commercial service or a noncontainerized commercial service as defined in City Code Section 66-1 Definitions; and

WHEREAS, the City hereby clarifies and restates its policy to require that all leaves and grass clippings be bagged.

NOW, THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA AS FOLLOWS:

SECTION 1. CODE AMENDED. City Code Section 66- 11(d) (1)f. is hereby amended in its entirety to now read as follows:

Sec. 66-11. - Nonexclusive franchise system for construction and demolition (C&D) service.

(d). *Application requirements.*

(1) f.

The applicant shall maintain in full force and effect insurance as specified herein for all policies written in the applicant's name. A comprehensive general liability policy shall be maintained in an amount not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. This policy must also cover premises and/or operations, independent contractors,

products and/or completed operations. A comprehensive automobile policy shall be maintained in an amount not less than ~~\$1,000,000.00~~ \$300,000.00 per occurrence combined single limit for bodily injury and property damage. This policy must also cover owned vehicles, hired and non-owned vehicles. A worker's compensation policy shall be maintained in statutory limits in accordance with state law.

SECTION 2. There is hereby created a new subsection (c) to Section 66-2. "Container required" as follows:

Sec. 66-2. Container required.

(c)

The City hereby ratifies and restates its policy that all residences and commercial establishments within the City shall be required to dispose of their garbage by a containerized or noncontainerized service as defined in this chapter and to pay for such services either to the City or its franchisee.

SECTION 3. Section 66-8 of the City Code is hereby amended to add a subsection (c) as follows:

Sec. 66-8. Disposal of yard waste, permits to burn trash, etc.

(c)

All leaves and grass clippings shall be bagged before placement on the City right-of-way for disposal.

SECTION 4. CONFLICTS. If any portion of this Ordinance is in conflict with any other ordinance, then the provisions of this Ordinance shall govern.

SECTION 5. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 6. EFFECTIVE DATE. Upon its adoption by the City Council, this ordinance shall become effective immediately.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST
READING BY THE CITY COUNCIL OF GREEN COVE SPRINGS,
FLORIDA, ON THIS 15TH DAY OF JUNE, 2021.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL
OF GREEN COVE SPRINGS, FLORIDA, THIS 6TH DAY OF JULY, 2021.**

CITY OF GREEN COVE SPRINGS, FLORIDA

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM ONLY:

L.J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** July 6, 2021
FROM: Marlena Guthrie, Finance Director
SUBJECT: Council establishes workshop dates for reviewing the Operating Budget and Capital Improvement Plan for FY 2021/2022.

BACKGROUND

Staff has tentatively set August 3 at 9:00 am, August 5 at 9:00 am, and August 10, 2021 at 9:00 am as workshop dates for reviewing the Operating Budget and the Five Year Capital Improvement Plan. Staff would like to recommend the following:

August 3, 2021- 9:00 am: Outside Agency requests, Health Insurance Plan, Wages and Benefits and all Utility Enterprise Funds Operating Budgets and associated Capital Improvement Plan (CIP) which includes Electric, Water, Wastewater, Solid Waste, Customer Service, Stormwater and Reclaimed Water.

August 5, 2021- 9:00 am: Review the General Fund Revenues and Expenditures Operating Budgets and associated Capital Improvement Plan (CIP), Review Police Building Debt Service Fund and Spring Park Debt Service Fund, and Special Revenue Funds (Building and Law Enforcement Trust) Operating Budgets and Capital Improvement Plan (CIP).

August 10, 2021- 9:00 am: Wrap up session only if needed on any outstanding items from the August 3 and August 5, 2021 workshops.

FISCAL IMPACT

None

RECOMMENDATION

Accept the workshop dates for reviewing the Operating Budget and Capital Improvement Plan for FY 2021/2022.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** July 6, 2021

FROM: Marlena Guthrie, Finance Director

SUBJECT: Council establishes hearing dates for the first and final hearings to adopt the City of Green Cove Springs Operating Budget and Five Year Capital Improvement Plan for FY 2021/2022.

BACKGROUND

The City must set two hearing dates for the adoption of the City's Operating Budget and Five Year Capital Improvement Plan for the fiscal year 2021/2022. The City may not hold its hearings at the same time as the Clay County School Board or Clay County Board of Commissioners. The School Board will hold its hearings on July 27 and September 9 and the County will hold its hearings on September 14 and September 28, therefore staff proposes the City hold its first hearing to tentatively adopt the Operating Budget and Five Year Capital Improvement Plan on September 7, 2021 at 7:00 pm and its final hearing on September 21, 2021 at 7:00 pm in the City Council Chambers.

FISCAL IMPACT

None

RECOMMENDATION

To set September 7, 2021 at 7:00 pm for the tentative hearing date and September 21, 2021 at 7:00 pm as the final hearing date to adopt the City of Green Cove Springs Operating Budget and Five Year Capital Improvement Plan for FY 2021/2022.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** July 6, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval of Contractor's Pay App #2 for CR 209 S in the amount of \$140,481.25 and Contractor's Pay App #1 for Wilkes Point Road in the amount of \$107,302.50 to General Underground under Bid Award LC 2020-06 for a total amount of \$1,631,644.00.

BACKGROUND

On June 16, 2016 the City Council approved the Rate Study conducted by Staff and Mittauer & Associates.

On March 21, 2017, Council approved a Task Order with Mittauer & Associates for \$50,000.00 for development of a Water Master Plan.

On June 19, 2018, the City Council approved the Water Master Plan conducted by Staff and Mittauer. The Master Plan included a thorough review of the existing Water Capital Improvement Program (CIP) and resulted in an update to the CIP. As a result of the updated CIP, Staff requested an update to the Water portion of the Rate Study to evaluate financing options and alternatives to CIP financing.

On September 4, 2018, City Council approved a Task Authorization with Mittauer & Associates for \$12,000.00 to update the Water Rate Study.

At the March 5, 2019 City Council meeting Staff and Mittauer presented the updated Water Rate Study which was subsequently approved by the City Council. The City Council directed staff to return with an Ordinance authorizing the borrowing of funds to complete the immediate and future CIP needs. Staff was also directed to draft an RFP to secure a loan for the "Priority 1" immediate need CIP projects.

The Priority 1, Reynolds Water System Improvements, total design and construction estimate is \$1,370,000.00

The Priority 2, Harbor Road, Bonaventure and Magnolia Point Cul-de-sac, total design and construction estimate is \$4,850,000.00.

The Priority 3, Reynolds High Service Pumps & Well 2 design and construction estimate is \$2,500,000.00.

The Priority 4, asbestos concrete (AC) pipe replacement. Design and construction estimate is \$6,620,000.00

The Priority 5, Governors Creek Water Main, design, and construction estimate is \$360,000.00

Design and permitting for Priorities 3-5 cost estimate is \$1,424,000.00

Total 2019 Water CIP Cost Estimate is \$17,124,000.00

Council approved Ordinance No. O-07-2019 on First Reading as to Form Only on 3/19/19 which authorized staff to borrow up to \$18,000,000.00 for capital improvements to the City's Water System.

Council approved Ordinance No. O-07-2019 on Second and Final Reading on 4/2/19 which authorized staff to borrow up to \$18,000,000.00 for capital improvements to the City's Water System

On April 2, 2019 staff was directed to draft an RFP to secure a loan for the "Priority 1" immediate CIP projects. The Priority 1, Reynolds Water System Improvements, total design and construction estimate is \$1,370,000 plus costs and fees related to the issuance of the loan.

On April 2, 2019, Council adopted Ordinance No. O-07-2019 authorizing the borrowing of up to \$18,000,000 for capital improvements to the City's water system. Staff was also directed to draft an RFP to secure a loan for the "Priority 1" immediate CIP projects. The Priority 1, Reynolds Water System Improvements, total design and construction estimate is \$1,370,000 plus costs and fees related to the issuance of the loan.

During the May 21, 2019 meeting, Council authorized staff to award the loan for improvements to the City's water distribution system in Reynolds Park to Synovus Bank. Synovus Bank was chosen to finance the Water Utility Revenue Note, Series 2019 with a fixed 2.63% interest rate for 10 years without premium or prepayment penalty. This loan is secured solely by a pledge of the net revenues of the City's Water Utility System. The net revenues pledge for the Water Utility Revenue Note, Series 2019 will be obligated for the ten-year term of the loan. The maturity date for this loan is April 1, 2029.

A formal bid was conducted by city staff and Mittauer for the Reynolds Water System Improvements. Included as an alternate was the extension of water & sewer services to MOBRO which came up at the end of the design and was added.

City staff and the engineer of record have reviewed the received bids and certified General Underground as the qualified bidder.

Through value engineering and project optimization the total amount for the Reynolds improvements was \$684,724.00, far below the \$1,350,000.00 estimate. This enabled staff to include financing for the extension of water services to and across the MOBRO property to them water. MOBRO will be contributing approximately \$150,000.00 of the \$314,275.00 cost of the extension for water and sewer services. The system has been sized for future expansion east on State Road 16.

City Council approved Bid Award LC 2020-06, Reynolds Water System Improvements in the amount of \$685,724.00 (Base Bid), and Alternate #1 (water & sewer extension to MOBRO) in the amount of \$314,275.00 for a total amount of \$1,000,449.00 to General Underground on 5/19/2020.

As General Underground is already mobilized, has demonstrated to be cost effective and produce quality work, has established unit prices, and the subject projects have a short timeline, the following change orders have been implemented, or are being requested.

On 7/7/2020 Council approved Change Order #1 (Cove Subdivision services replacement) in the amount of \$60,245.

On 12/8/2020 Council approved Change Order #2 (County Road 209 water / sewer extension) in the amount of \$400,000.00

On 3/16/2021 Council approved Change Order #3 in the amount of \$119,950.00 for water main and sewer force main extension down Wilkes Point Road, and Change Order #4 for water main and sewer force main extension down County Road 315 to US 17 in the amount of \$49,100.00.

Staff completed the installation of the utilities on County Road 315 (Change order #4) and prepared a request to cancel Change order #4.

As the commencement of utility installation on Wilkes Point began, waterfront property owners at the end of the road requested to connect to water & sewer. Staff obtained additional easement from the property owners and as the contractor was on-site, directional drilling the pipes it made sense to continue the installation of the additional 1300' of pipe.

On June 15, 2021, Council approved the cancellation of Change order #4, and approved increasing Change Order #3 to install the additional 1300' of water & sewer down Wilkes Point Road and install water & sewer services to two vacant lots being developed.

This staff report is for approval of Contractor's Pay App #2 for CR 209 S and Contractor's Pay App #1 for Wilkes Point Road.

FISCAL IMPACT

\$247,783.75 as apportioned to the water & sewer CIP budgets.

RECOMMENDATION

Approve Contractor's Pay App #2 for CR 209 S in the amount of \$140,481.25 and Contractor's Pay App #1 for Wilkes Point Road in the amount of \$107,302.50 to General Underground under Bid Award LC 2020-06 for a total amount of \$1,631,644.00.

EJCDC

Contractor's Application for Payment No. 2

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Application 2
Period: 5/10 - 6/9/21

Application Date: 6/10/21

To: City of Green Cove Springs, Florida
Project: CR 209 Water & Sewer Mn
Extension

From: General Underground LLC
PO: 007016

Number	Approved Change Orders		Deductions			
	Additions					
					1.. ORIGINAL CONTRACT PRICE	\$ 379,573.50
					2.. Net Change by Change Orders	\$ -
					3.. Current Contract Price (Line 1+2)	\$ 379,573.50
					4.. TOTAL COMPLETED AND STORED TO DATE	\$ 247,398.50
					(Column F Total on Progress Estimates)	
					5.. RETAINAGE	
					A.. WORK COMPLETED 5%	\$ 12,369.93
					B.. STORED MATERIALS	\$ -
					C.. TOTAL RETAINAGE (Line 5.a+L5.b)	\$ 12,369.93
					6.. AMOUNT ELIGIBLE TO DATE (Line4-Line5.c)	\$ 235,028.58
					TOTALS	
					7.. LESS PREVIOUS PAYMENTS (L6 from prior application)	\$ 94,547.33
					8.. AMOUNT DUE THIS APPLICATION	\$ 140,481.25
					9.. BALANCE TO FINISH, PLUS RETAINAGE	\$ 239,092.26

<p style="text-align: center;">Contractor's Certification</p> <p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(1)All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;</p> <p>(2)Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and</p> <p>(3)All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective</p> <hr/> <p>Contractor Signature <i>Chris Brown</i></p> <p>BY: Chris Brown DATE: 6/10/21</p>	<p>(Column G Total on Progress Estimates + Line 5.c above)</p> <hr/> <p><u>Payment of:</u></p> <p>Line 8 or other-attach explanation of the other amount</p> <p><u>Is recommended by:</u></p> <p>Jason R. Shepler, P.E. Mittauer & Associates, Inc Date</p> <p><u>Payment of:</u></p> <p>Line 8 or other-attach explanation of the other amount</p> <p><u>Is approved by:</u></p> <p>City of Green Cove Springs, Florida Date</p> <p><u>Approved by:</u></p> <p>Funding or Financing Entity (if applicable) Date</p>
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TO OWNER: City of Green Cove Springs

PO: 2722719

APPLI 1

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CR 209 South

PERIC 6/10/2021

FROM CONTRACTOR:

VIA ENGINEER:

General Underground

PO BOX 870

Chiefland, FL 32644

PROJECT NUMBER: 2722719

CONTRACT FOR: CR 209 South

CONTRACT DATE: 1/9/21

Item	Description	Qty		Unit Price	QTY Installed	Total	Previous Qty	Total	Total Qty	Total	
1	Mobilization 4%	1	LS	\$ 14,598.50		\$ -	1	\$ 14,598.50	1	\$ 14,598.50	
2	Preconstruction Video	1	LS	\$ 3,000.00		\$ -	1	\$ 3,000.00	1	\$ 3,000.00	
3	4" Connection to Exsistng Main	1	LS	\$ 2,000.00		\$ -	0	\$ -	0	\$ -	
4	12" Connection to Exsistng Main	1	EA	\$ 5,000.00		\$ -	0	\$ -	0	\$ -	
5	12" PVC	3500	LF	\$ 65.00	2275	\$ 147,875.00	0	\$ -	2275	\$ 147,875.00	
6	4" FPVC	3500	LF	\$ 25.00		\$ -	3277	\$ 81,925.00	3277	\$ 81,925.00	
7	4" Gate Valve	2	EA	\$ 1,100.00		\$ -	0	\$ -	0	\$ -	
8	12" GV	3	EA	\$ 3,500.00		\$ -	0	\$ -	0	\$ -	
9	2" Blow off Assembly (FM)	1	EA	\$ 2,775.00		\$ -	0	\$ -	0	\$ -	
10	Temporary Sample Tap	2	EA	\$ 1,000.00		\$ -	0	\$ -	0	\$ -	
11	Sod Restoration	5000	Sqft	\$ 1.00		\$ -	0	\$ -	0	\$ -	
12	Dewatering	1	EA	\$ 7,500.00		\$ -	0	\$ -	0	\$ -	
13	Asbuilts	1	Ea	\$ 10,000.00		\$ -	0	\$ -	0	\$ -	
Total											
						Total Monthly Billings			\$ 147,875.00	Total Billings to Date	\$ 247,398.50

EJCDC

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 1

Application 1
Period: 5/10 - 6/9/21

Application Date: 6/10/21

To: City of Green Cove Springs, Florida From: General Underground LLC

Project: Water & Sewer Extension Wiles Pt Rd PO: 007308

Engineer's Project No.: 8905-49-1

Approved Change Orders				1.. ORIGINAL CONTRACT PRICE	\$	119,950.00
Number	Additions	Deductions		2.. Net Change by Change Orders	\$	-
				3.. Current Contract Price (Line 1+2)	\$	119,950.00
				4.. TOTAL COMPLETED AND STORED TO DATE	\$	112,950.00
				(Column F Total on Progress Estimates)		
				5.. RETAINAGE		
				A.. WORK COMPLETED 5%	\$	5,647.50
				B.. STORED MATERIALS	\$	-
				C.. TOTAL RETAINAGE (Line 5.a+L5.b)	\$	5,647.50
				6.. AMOUNT ELIGIBLE TO DATE (Line4-Line5.c)	\$	107,302.50
				TOTALS		
				7.. LESS PREVIOUS PAYMENTS (L6 from prior application)	\$	-
				8.. AMOUNT DUE THIS APPLICATION	\$	107,302.50
				9.. BALANCE TO FINISH, PLUS RETAINAGE	\$	12,647.50
				(Column G Total on Progress Estimates + Line 5.c above)		

<p align="center">Contractor's Certification</p> <p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;</p> <p>(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective</p>		<p>Payment of:</p> <p>Line 8 or other-attach explanation of the other amount</p>
<p>Contractor Signature <i>Chris Brown</i></p>		<p>Is recommended by:</p> <p>Jason R. Shepler, P.E. Mittauer & Associates, Inc Date</p>
<p>BY: Chris Brown DATE: 6/10/21</p>		<p>Payment of:</p> <p>Line 8 or other-attach explanation of the other amount</p> <p>Is approved by:</p> <p>City of Green Cove Springs, Florida Date</p>
		<p>Funding or Financing Entity (if applicable) Date</p>

CITY OF GREEN COVE SPRINGS
 WILKES POINT ROAD

Item No.	Item DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total	QTY Installed	Total
1	Mobilization	1	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00
2	3" TAPPING SLEEVE and VALVE (WATER)	1	EA	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00
3	3" TAPPING SLEEVE and VALVE (SEWER)	1	EA	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00
4	3" Water Main	1,300	LF	\$ 27.50	\$ 35,750.00	1300	\$ 35,750.00
5	3" GATE VALVE (Water)	1	EA	\$ 1,250.00	\$ 1,250.00	1	\$ 1,250.00
7	2" BLOW OFF ASSEMBLY MANUAL (WATER)	1	EA	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
8	3" FORCE MAIN	1300	LF	\$ 27.50	\$ 35,750.00	1300	\$ 35,750.00
9	3" GATE VALVE (Sewer)	1	EA	\$ 1,300.00	\$ 1,300.00	1	\$ 1,300.00
10	2" BLOW OFF ASSEMBLY MANUAL (SEWER)	1	EA	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
11	RESTORATION	1	LS	\$ 10,900.00	\$ 10,900.00	1	\$ 10,900.00
12	AS-BUILTS SURVEYOR	1	LS	\$ 7,000.00	\$ 7,000.00		\$ -
13	DEMOBILIZATION	1	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00
				TOTAL	\$ 119,950.00	Total	\$ 112,950.00



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** July 6, 2021
FROM: Scott Schultz, Asst. Water Utilities Director (Warehouse Manager)
SUBJECT: City Council approval of an exemption through June 30, 2022 for warehouse management to the existing Purchasing Policies to purchase PVC conduit, PVC pipe, and other appurtenances, up to \$50,000.00, with an e-mail approval process. *Scott Schultz*

BACKGROUND

PVC materials (conduit and water / sewer pipe) are becoming extremely hard to purchase. Lead times are extending from days to several weeks. Many materials are not available. Many vendor quotes are for 24 hours rather than the normal 30 days. Many metal parts such as pipe repair materials needed to restore water or sewer flow are now on 12 week back-order.

Warehouse staff have a long-standing relationship with several vendors. Thanks to an efficient Finance Department and accounts payable process, the City is well ahead of most companies and municipalities as to payment cycle time. For this reason, vendors will call us when materials are available, but they require immediate commitment. Warehouse staff continues to shop around and search for the best value for our citizens funds, but there are times we need to act immediately.

Staff is requesting authorization to circulate an e-mail to executive management (Finance Director, Assistant City Manager and City Manager) explaining conditions that would require immediate commitment to purchase materials up to \$50,000.00. Pending e-mail approval, staff will follow-up with a Council Staff Report for ratification of all such purchases. This exception will expire on June 30, 2022 unless extended by future Council action.

FISCAL IMPACT

Cost will be determined by material, but up to \$50,000.00. Ability to immediately commit to certain purchases will allow staff to maintain essential services.

RECOMMENDATION

Approve an exemption, to expire on June 30, 2022, for warehouse management to the existing Purchasing Policies to purchase PVC conduit, PVC pipe, metal pipe and other appurtenances, up to \$50,000.00, with an e-mail approval process.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** July 6, 2021

FROM: Scott Schultz, Asst. Water Utilities Director

SUBJECT: City Council approval of, and authorization for the Mayor to execute, Disbursement Request #2 which includes Contractor's Pay Request #1 for Williams Industrial Services, LLC, in the amount of \$669,305.42 (already paid) and Mittauer & Associates Invoice # 21240 in the amount of \$6,000.00, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

BACKGROUND

On June 7, 2016, Council provided direction for staff to pursue "Scenario #3" (See excerpt from the June 7th staff report) sewer system expansion/improvements.

Excerpt from the June 7, 2016 Staff Report

"At the October 20, 2015 meeting, Council authorized submittal of a loan application under the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program for the "Phase I" planning portion of the project which would be completed by Mittauer & Associates. In addition, the Council approved a task order to Mittauer & Associates to prepare the planning documents necessary to secure capital financing under the SRF Program to complete a Facilities Plan, Environmental Plan, Capital Financing Plan, and associated Special Studies."

The staff report reviewed additional aspects of the analysis to date, and summarized three main development scenarios the City was considering. They are outlined as follows:

- Scenario 1: AWWTP only (no reclaimed water improvements)
- Scenario 2: AWWTP and Reclaimed Water System Improvements
- Scenario 3: AWWTP, Reclaimed Water System, and Existing Collection System Improvements

As a result of the discussions and preliminary analysis, the City selected Scenario 3, which had the following implications:

"Scenario 3 – AWWTP, reclaimed water system improvements and collection system improvements (repair and replacement of clay lines city-wide)

Project Cost	\$35,181,000
Loan Amount	\$28,681,000
Retained Earnings	\$1,000,000
Impact Fee Revenue	\$1,200,000
Grants	\$4,300,000
Annual Loan Payment	\$1,316,100"

The costs are planning-level values and the annual loan payment will be based on final bid prices, interest

rates at the time of construction loan acquisition, and accumulated grants/retained earnings/impact-fee revenue. Each scenario was reviewed with the following common variables: All scenarios assumed a 2% increase in the number of wastewater customers each year through FY'20 and a 0.5% increase each year from FY'21 through FY'25. All scenarios assumed \$6,500,000 available in grant funding, retained earnings, and impact fee revenue dedicated to the project up front in order to reduce the total loan repayment amount. Retained earnings is estimated at \$1,000,000. Impact fee revenue is estimated at \$1,200,000. Grant funding from all sources is estimated at \$4,300,000. Although, as indicated earlier in this writing, we may qualify for 45% grant funds from SRF, the total dollar amount available each year for grant funding is limited. Staff feels that \$4,300,000 is a reasonably conservative and prudent estimate as to the amount of grant dollars we may receive. However, depending on the number of projects funded by the SRF program in the next two years and the amount of grant funding available, that number can certainly increase. All scenarios assume a 2.2%, 30-year loan repayment which is in line with the Capital Financing Plan formulas. However, based on recent interest rate history in the SRF program and use of interest rate buy-downs such as requiring Davis-Bacon wage requirements and Buy-American provisions of the contractor, we may be able to realize lower interest rates when our loan is actually processed. The 30-year loan timeline contemplates repayments from FY'21 through FY'50. Reynolds Park re-development is not factored in to any of the scenarios.

On August 10, 2016, SRF staff approved SRF Project # 100400 granting the City of Green Cove Springs a \$2,261,200.00 loan with a principal forgiveness amount of \$1,491,035.00 to address the project's design, permitting, and SSES needs. These tasks were completed and the project has been completed / closed.

On October 18, 2016, the City Council adopted after second and final reading, Ordinance O-13-2016, authorizing the expenditures of up to \$34,158,100.00 for capital improvements to the City's wastewater treatment, wastewater collection and reclaimed water systems

On August 8, 2018, FDER SRF staff approved SRF Project # 100400 granting the City of Green Cove Springs a \$6,120,600.00 loan with a principal forgiveness amount of \$4,063,425.00 for Phase I Construction which includes reclaimed water, electrical and improvements to Lift Stations #2 and #4.

On October 2, 2018 Council approved Resolution No. R-29-2018, a Resolution authorizing staff to submit and mayor to execute a loan application to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) loan program for Phase I Construction of the Consolidated Advanced Wastewater Treatment Plant (AWWTP) and associated Lift Station Improvements.

On December 4, 2018, council approved and authorized the execution of the contract for SRF Project # 100400 granting the City of Green Cove Springs a \$6,120,600.00 loan with a principal forgiveness amount of \$4,063,425.00 for Phase I Construction which includes reclaimed water, electrical and improvements to Lift Stations #2 and #4.

On March 19, 2019, Council approved bid tabulations and awarded Sawcross the plant portion, and R2T the lift station portion, of the Phase I construction.

Phase I construction being completed in May of 2020, Council authorized staff to submit a Request for Inclusion (RFI) to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) for Construction Phase II, which includes construction of a 1.25 million gallon per day (MGD) - annual average daily flow (AADF), advanced wastewater treatment facility (AWWTF), in the amount of \$18,165,500.00.

On August 12, 2020, the FDEP SRF program awarded the City a \$12,000,000.00, 20 year loan, with \$4,452,835.00 in principal forgiveness (grant). Due to a limitation of available funds, the SRF program withheld \$6,186,500.00 in requested funds, which will be reviewed for award and addition to the current loan the next award period.

On 10/6/2020 City Council approved Resolution No. R-27-2020, a Resolution authorizing staff to submit and Mayor to execute the loan application for SRF Loan # 100401 to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) loan program for Phase II Construction of the Consolidated

Advanced Wastewater Treatment Plant (AWWTP) in the amount of \$12,000,000.00 with a principal forgiveness (grant) amount of \$4,452,835.00 providing for an actual repayment amount of \$7,547,165.00.

On 1/19/2021 the City Council approved of, and authorized the Mayor, City Attorney and City Clerk to execute, the Clean Water State Revolving Fund (SRF), Construction Loan Agreement WW100420, Grant Agreement SG 100421 for Phase II Construction of the Consolidated Advanced Wastewater Treatment Plant (AWWTP) in the amount of \$12,000,000.00 with a principal forgiveness (grant) amount of \$4,452,835.00 providing for an actual repayment amount of \$7,547,165.00. The original loan request was for \$18,106,500.00. Due to limited funds, the SRF program limited the award to \$12,000,000.00, with the plan to award the city an additional \$6,106,500.00 in July 2021.

On February 2, 2021, eight Sealed Bids were opened for the construction of the above referenced project. Williams Industrial was determined to be the lowest qualified bidder. The estimated budget / original SRF loan request was for \$18,106,500.00. This project came in under projected budget, including the Additive Alternates.

On 2/10/2021 Council approved the Engineer's Recommendation of Award to Williams Industrial Services, LLC, in the amount of \$15,426,644.33, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

On May 18, 2021, Council approved Disbursement Request #1 in the amount of \$35,000.00.

On June 15, 2021, Council approved Contractor's Pay Request #1 for Williams Industrial in the amount of \$669,305.42

FISCAL IMPACT

\$675,305.42 from the Wastewater CIP Budget

RECOMMENDATION

Approve of, and authorize the Mayor to execute, Disbursement Request #2 which includes Contractor's Pay Request #1 for Williams Industrial Services, LLC, in the amount of \$669,305.42 (already paid) and Mittauer & Associates Invoice # 21240 in the amount of \$6,000.00, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

Disbursement Request Package
State Revolving Fund Programs

Item #7.

- 1. Project Sponsor City of Green Cove Springs, Florida
- 2. Project Number WW100420/SG100421
- 3. Disbursement Request Number 2
- 4. Invoice Period 5/1/2021 through 6/6/2021
- 5. Type of Request: Partial Final
- 6. Federal Employer Identification Number 59-6000328
- 7. Mail EFT Send Remittance to:

(This must match an address setup in MyFloridaMarketPlace.com as the Vendor address).

Wells Fargo Bank N.A. Account#: 2000007820388 | ABA#: 121000248

Account Name: City of Green Cove Springs Utility Fund Savings

City Address: 321 Walnut Street, Green Cove Springs, FL 32043

Disbursement Details

(Rounded to the nearest dollar)

	Amount This Request	Total Cumulative
1. Planning and Specialized Studies (attach invoices)	\$	\$
2. Design (attach invoices)	\$	\$
3. Construction and Demolition (attach pay estimates)	\$ 669,305.42	\$ 669,305.42
4. Technical Services during Construction (attach invoices)	\$ 6,000.00	\$ 41,000.00
5. <u>Other (must be specified in agreement)</u>	\$	\$
6. _____	\$	\$
7. Total cumulative to date		\$ 710,305.42
8.. Disbursements previously requested		\$(35,000.00)
9. Amount requested for disbursement	\$ 675,305.42	\$ 675,305.42
	(Total of lines 1 through 6)	(Line 7 minus Line 8)

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

SRF_Reporting@dep.state.fl.us

**Authorized Representative's Certification
of Disbursement Request and Davis-Bacon Certification**

I, Edward Gaw, Mayor _____ ,
(name of Authorized Representative designated in the agreement)

on behalf of City of Green Cove Springs, Florida _____ , do hereby certify that:
(name of Project Sponsor)

1. The disbursement amount requested on page 1 of this form is for allowable costs for the project described in the agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation which are filed in the Project Sponsor's permanent records.
3. The Project Sponsor is required to pay such costs under the terms and provisions of contracts relating directly to the project, and the Project Sponsor is not in default of any terms or provisions of the contracts.
4. All funds received to date have been applied toward completing the project.
5. All permits and approvals required for the construction which is underway have been obtained.
6. If applicable for construction projects, I certify to the best of my knowledge and belief that the above referenced project complies with Davis-Bacon and Related Acts such that all of the laborers and mechanics employed by contractors and subcontractors during the referenced period on the contractors pay applications submitted with this disbursement request were paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met.

I also certify that interviews and periodic reviews of a representative sample of the weekly payroll data have been performed to verify that contractors and subcontractors are paying the appropriate wage rate.

I understand that falsifying information on this certification may be grounds for termination of the SRF loan agreement.

(Signature of Authorized Representative)

Mayor

(Title)

July 6, 2021

(Date)

Period of Certification:

5/1/21 through 6/6/21

DEP Agreement No. WW100420/SG100421

Engineer's Certification of Disbursement Request

I, Jason R. Shepler, P.E., being the Professional Engineer retained by
(name of Professional Engineer)
City of Green Cove Springs, FL, am responsible for overseeing construction of the
(name of Project Sponsor)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Rule 62-604.600 (2)(b) or Rule 62-620.630(2)(a) for CWSRF or Florida Administrative Code Rule 62-555.540 (2)(b) or Rule 62-555.520(3) for DWSRF, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the contract documents;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing to the Department.



Signature of Professional Engineer

Mittauer & Associates, Inc.

Firm or Affiliation

July 6, 2021

(Date)

58760

(P.E. Number)

Period of Certification:

5/1/2021 to 6/6/2021

DEP Agreement No. WW100420/SG100421

MITTAUER &
 ASSOCIATES, INC.
 580-1 WELLS ROAD
 ORANGE PARK, FL 32073
 904-278-0030



Invoice 21240

Item #7.

BILL TO

City of Green Cove Springs
 321 Walnut Street
 Green Cove Springs, FL
 32043
 Attn: Mike Null

DATE 06/01/2021	PLEASE PAY \$6,000.00	DUE DATE 06/21/2021
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M&A PROJECT NO.
 8905-56-1

DESCRIPTION	AMOUNT
DEP SRF HARBOR ROAD WWTF EXPANSION, PHASE 2 BIDDING & CONSTRUCTION ADMINISTRATION DEP AGREEMENT NO. WW100420/SG100421 CITY OF GREEN COVE SPRINGS, FLORIDA P.O. NO. 2723070	

Engineering services concerning the DEP SRF Harbor Road WWTF Expansion, Phase 2, Construction Administration project including FDEP SRF and SJRWMD coordination, attendance at construction conferences, shop drawing review, City coordination, RFI responses, vendor coordination, and contactor correspondence during the period ending May 28, 2021.

- LUMP SUM CONTRACT AMOUNT: \$696,500.00
- Item A. Administration Services, \$20,000
 - Item B. Construction Bidding Services, \$8,500
 - Item C. Construction Administration, \$287,500
 - Item D. SRF Monitoring Requirements (Davis-Bacon & American Iron-Steel Monitoring), \$114,500
 - Item E. Resident Project Representative Services, \$233,500
 - Item F. Start-up Services & Operation/Maintenance Manual, \$32,500

AMOUNT PREVIOUSLY INVOICED: \$35,000.00

Amount Earned This Period 6,000.00

Thank you for your business.

TOTAL DUE **\$6,000.00**

THANK YOU.



MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

June 8, 2021

VIA EMAIL

Mr. Scott Schultz, Assistant Water Utilities Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

RE: Contractor's Pay Request No. 1
DEP SRF Harbor Road WRF Expansion, Ph. 2
SRF Agreement No. WW100420
City of Green Cove Springs, Florida
Mittauer & Associates, Inc. Project No. 8905-56-1

Dear Mr. Schultz:

We have reviewed Pay Request No. 1 from Williams Industrial Services, LLC and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals \$669,305.42.

Please do not hesitate to call should you have any questions.

Sincerely yours,
Mittauer & Associates, Inc.

Jason R. Shepler, P.E.
Vice President of Environmental Services

JRS/pj
Enclosure
cc: Williams Industrial Services, LLC

Application Period: 04-01-2021 through 06-06-2021		Application Date: 06-06-2021
To (Owner): City of Green Cove Springs, Florida	From (Contractor): Williams Industrial Services, LLC	Via (Engineer): Mittauer & Associates, Inc.
Project: DEP SRF Harbor Road WRF Expansion, Ph. 2	Contract: DEP SRF Harbor Road WRF Exp., Ph. 2	
SRF Agreement No.: WW100420	Contractor's Project No.: 46300001	Engineer's Project No.: 8905-56-1

Item #7.
RECEIVED
JUN 07 2021
Mittauer & Assoc., Inc.

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ 15,426,644.00
			2. Net change by Change Orders.....	\$ 0
			3. Current Contract Price (Line 1 ± 2).....	\$ 15,426,644.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 704,532.02
			5. RETAINAGE:	
			a. X 5% Work Completed.....	\$ 35,226.60
			b. X Stored Material.....	\$ 0
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 35,226.60
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 669,305.42
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 0
			8. AMOUNT DUE THIS APPLICATION.....	\$ 669,305.42
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 14,757,338.58
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Alan Williams
Alan Williams (Jun 7, 2021 11:49 EDT)
Alan Williams, Project Manager

Date: 06-06-2021

Payment of: \$ 669,305.42
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jason R. Shepler 6/8/21
Jason R. Shepler, P.E. Date
Mittauer & Associates, Inc.

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date)
City of Green Cove Springs, Florida

Approved by: _____ (Date)
Funding or Financing Entity (if applicable)

Stored Material Summary

Contractor's Application

For (Contract): DEP SRF Harbor Road WRF Expansion, Ph. 2 SRF Agreement No, WW100420 City of Green Cove Springs, Florida					Application Number: 01						
Application Period: 04/01/2021-05/21/2021					Application Date: 06/4/2021						
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)	
	1845135		Green Cove	Perforated Pipe and Fittings	04/29/2021		3,703.38	3,703.38			3,703.38
	21-26		Green Cove	Floating Aeralors	04/30/2021		122,383.10	122,383.10			122,383.10
	1843656		Green Cove	Underdrain Piping	05/05/2021		34,008.79	34,008.79			34,008.79
	1843656-1		Green Cove	Underdrain Piping and fittings	05/17/2021		12,674.04	12,674.04			12,674.04
Totals							172,769.30	172,769.30			172,769.30

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
<u>DIVISION 1 - GENERAL REQUIREMENTS</u>						
1 BONDS / BUILDER'S RISK INSURANCE	\$ 349,520.94			100%	\$ 349,520.94	\$ -
2 MOBILIZATION	\$ 123,360.33			100%	\$ 123,360.33	\$ -
3 DEMOBILIZATION	\$ 82,240.22			0%	\$ -	\$ 82,240.22
4 START-UP & TEST PLANT	\$ 411,201.10			0%	\$ -	\$ 411,201.10
5 SOIL & CONCRETE TESTING	\$ 205,600.55			0%	\$ -	\$ 205,600.55
6 SITEWORK & YARD PIPING	\$ 2,940,087.87			2%	\$ 58,801.76	\$ 2,881,286.11
<u>DIVISION 2 - INFLUENT STRUCTURE</u>						
1 EXCAVATION	\$ 10,995.88			0%	\$ -	\$ 10,995.88
2 UNDERSLAB FLOOR DRAINS	\$ 10,995.88			0%	\$ -	\$ 10,995.88
3 STRUCTURE WALLS & ELEVATED SLABS	\$ 109,958.80			0%	\$ -	\$ 109,958.80
4 FOUNDATIONS	\$ 109,958.80			0%	\$ -	\$ 109,958.80
5 ERECT ACCESS STAIRS AND HANDRAILS	\$ 54,979.40			0%	\$ -	\$ 54,979.40
6 MISC METALS	\$ 27,489.70			0%	\$ -	\$ 27,489.70
7 SET EQUIPMENT	\$ 27,489.70			0%	\$ -	\$ 27,489.70
8 PIPING	\$ 197,925.84			0%	\$ -	\$ 197,925.84
<u>DIVISION 3 - OXIDATION DITCH</u>						
1 OXIDATION DITCH FLOOR	\$ 754,200.00			0%	\$ -	\$ 754,200.00
2 OXIDATION DITCH OUTER ST. WALLS	\$ 754,200.00			0%	\$ -	\$ 754,200.00

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
3 OXIDATION DITCH INTERNAL WALLS	\$ 754,200.00			0%	\$ -	\$ 754,200.00
4 OXIDATION DITCH CIRCULAR END WALLS	\$ 565,650.00			0%	\$ -	\$ 565,650.00
5 OXIDATION DITCH DECKS & COLUMNS	\$ 377,100.00			0%	\$ -	\$ 377,100.00
6 OXIDATION DITCH WALKWAYS	\$ 377,100.00			0%	\$ -	\$ 377,100.00
7 OXIDATION DITCH ACCESSORIES & PAINTING	\$ 188,550.00			0%	\$ -	\$ 188,550.00
						\$ -
<u>DIVISION 4 - CLARIFIER FLOW SPLITTER</u>						\$ -
1 EXCAVATION	\$ 2,376.00			0%	\$ -	\$ 2,376.00
2 UNDERSLAB PIPING	\$ 3,564.00			0%	\$ -	\$ 3,564.00
3 FOUNDATIONS & WALLS	\$ 35,640.00			0%	\$ -	\$ 35,640.00
4 MISC METALS	\$ 5,940.00			0%	\$ -	\$ 5,940.00
5 STRUCTURAL	\$ 7,128.00			0%	\$ -	\$ 7,128.00
6 MECHANICAL	\$ 16,632.00			0%	\$ -	\$ 16,632.00
7 PIPING	\$ 47,520.00			0%	\$ -	\$ 47,520.00
<u>DIVISION 5 - CLARIFIERS</u>						
1 EXCAVATION	\$ 23,035.20			0%	\$ -	\$ 23,035.20
2 UNDERSLAB CONCRETE ENCASED PIPING	\$ 34,552.80			0%	\$ -	\$ 34,552.80
3 FOUNDATIONS W/ UNDERDRAINS	\$ 230,352.00			0%	\$ -	\$ 230,352.00
4 STRUCTURAL CONCRETE WALLS	\$ 230,352.00			0%	\$ -	\$ 230,352.00
5 MISC METALS	\$ 57,588.00			0%	\$ -	\$ 57,588.00

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
6 CLARIFIER EQUIPMENT	\$ 115,176.00			0%	\$ -	\$ 115,176.00
7 PIPING	\$ 460,704.00			0%	\$ -	\$ 460,704.00
DIVISION 6 - RAS/WAS PUMP STATION						
1 EXCAVATION	\$ 4,063.20			0%	\$ -	\$ 4,063.20
2 FOUNDATIONS	\$ 50,790.00			0%	\$ -	\$ 50,790.00
3 ERECT BUILDING	\$ 40,632.00			0%	\$ -	\$ 40,632.00
4 SET PUMPS	\$ 6,094.80			0%	\$ -	\$ 6,094.80
5 MECHANICAL	\$ 20,316.00			0%	\$ -	\$ 20,316.00
6 PIPING	\$ 81,264.00			0%	\$ -	\$ 81,264.00
				0%	\$ -	
DIVISION 7 - FILTERS						
1 EXCAVATION	\$ 11,496.00			0%	\$ -	\$ 11,496.00
2 FOUNDATIONS, WALLS & ELEVATED DECK	\$ 114,960.00			0%	\$ -	\$ 114,960.00
3 SET FILTERS & DRIVE MOTORS	\$ 86,220.00			0%	\$ -	\$ 86,220.00
4 MISC METALS	\$ 28,740.00			0%	\$ -	\$ 28,740.00
5 SET WEIRS	\$ 17,244.00			0%	\$ -	\$ 17,244.00
6 MECHANICAL	\$ 57,480.00			0%	\$ -	\$ 57,480.00
7 PIPING	\$ 229,920.00			0%	\$ -	\$ 229,920.00
8 SET PUMPS	\$ 28,740.00			0%	\$ -	\$ 28,740.00
				0%	\$ -	

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
<u>DIVISION 8 - CHLORINE CONTACT CHAMBER</u>						
1 EXCAVATION	\$ 3,180.60			0%	\$ -	\$ 3,180.60
2 SET CHEMICAL VAULT	\$ 7,951.50			0%	\$ -	\$ 7,951.50
3 UNDERSLAB DRAIN PIPING	\$ 7,951.50			0%	\$ -	\$ 7,951.50
4 FOUNDATIONS & WALLS	\$ 39,757.50			0%	\$ -	\$ 39,757.50
5 STRUCTURAL	\$ 15,903.00			0%	\$ -	\$ 15,903.00
6 MISC METALS	\$ 7,951.50			0%	\$ -	\$ 7,951.50
7 CHLORINE PUMPS	\$ 7,951.50			0%	\$ -	\$ 7,951.50
8 MECHANICAL	\$ 7,951.50			0%	\$ -	\$ 7,951.50
9 EFFLUENT PUMPS	\$ 7,951.50			0%	\$ -	\$ 7,951.50
10 PIPING	\$ 52,479.90			0%	\$ -	\$ 52,479.90
				0%	\$ -	
<u>DIVISION 11 - CHEMICAL FEED & STORAGE FACILITIES</u>						
1 EXCAVATION	\$ 5,032.80			0%	\$ -	\$ 5,032.80
2 SET CATCH BASINS	\$ 7,549.20			0%	\$ -	\$ 7,549.20
3 FOUNDATIONS W/ UNDERDRAINS	\$ 50,328.00			0%	\$ -	\$ 50,328.00
4 PRECAST CONCRETE BOXES	\$ 12,582.00			0%	\$ -	\$ 12,582.00
5 CHEMICAL STORAGE TANKS	\$ 25,164.00			0%	\$ -	\$ 25,164.00
6 MISC METALS	\$ 12,582.00			0%	\$ -	\$ 12,582.00
7 ERECT PEMB	\$ 50,328.00			0%	\$ -	\$ 50,328.00
8 PIPING	\$ 88,074.00			0%	\$ -	\$ 88,074.00

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
DIVISION 12 - IN-PLANT / TRANSFER PUMP STATION & VAC CON						
1 EXCAVATION	\$ 13,062.00			0%	\$ -	\$ 13,062.00
2 WET WELL	\$ 65,310.00			0%	\$ -	\$ 65,310.00
3 MISC METALS	\$ 26,124.00			0%	\$ -	\$ 26,124.00
4 PUMPS	\$ 26,124.00			0%	\$ -	\$ 26,124.00
5 PIPING	\$ 130,620.00			0%	\$ -	\$ 130,620.00
				0%	\$ -	
DIVISION 13 - AEROBIC DIGESTERS						
1 DEMO MECHANICAL PIPING	\$ 14,340.00			0%	\$ -	\$ 14,340.00
2 AERATORS & MOORING ARMS	\$ 143,400.00			86%	\$ 123,324.00	\$ 20,076.00
3 SUPERNATE DISCHARGE BOX	\$ 14,340.00			0%	\$ -	\$ 14,340.00
4 AERATORS INSTALL	\$ 20,076.00			0%	\$ -	\$ 20,076.00
5 UNDERGROUND DI PIPING	\$ 71,700.00			0%	\$ -	\$ 71,700.00
6 INSTALL TELESCOPING VALVES	\$ 22,944.00			0%	\$ -	\$ 22,944.00
DIVISION 14 - OPERATIONS BUILDING						
1 EXCAVATION	\$ 12,150.00			0%	\$ -	\$ 12,150.00
2 FOUNDATIONS	\$ 121,500.00			0%	\$ -	\$ 121,500.00
3 STRUCTURAL PEMB	\$ 121,500.00			0%	\$ -	\$ 121,500.00
4 CMU BLOCK	\$ 30,375.00			0%	\$ -	\$ 30,375.00

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
5 ERECT TRUSSES AND METAL ROOF	\$ 36,450.00			0%	\$ -	\$ 36,450.00
6 HVAC	\$ 78,975.00			0%	\$ -	\$ 78,975.00
7 PLUMBING	\$ 72,900.00			0%	\$ -	\$ 72,900.00
8 INSTALL LAB MATERIALS	\$ 30,375.00			0%	\$ -	\$ 30,375.00
9 ARCHITECTURAL ITEMS	\$ 72,900.00			0%	\$ -	\$ 72,900.00
10 SECURITY SYSTEM	\$ 30,375.00			0%	\$ -	\$ 30,375.00
						\$ -
DIVISION 16 - LINE CREW BUILDING						\$ -
1 EXCAVATION	\$ 18,062.18			0%	\$ -	\$ 18,062.18
2 FOUNDATIONS	\$ 180,621.80			0%	\$ -	\$ 180,621.80
3 STRUCTURAL PEMB	\$ 198,683.98			0%	\$ -	\$ 198,683.98
4 CMU BLOCK	\$ 54,186.54			0%	\$ -	\$ 54,186.54
5 METAL SIDING	\$ 18,062.18			0%	\$ -	\$ 18,062.18
6 HVAC	\$ 108,373.08			0%	\$ -	\$ 108,373.08
7 PLUMBING	\$ 72,248.72			0%	\$ -	\$ 72,248.72
8 MISC METALS	\$ 45,155.45			0%	\$ -	\$ 45,155.45
9 CASEWORK & CABINETS	\$ 63,217.63			0%	\$ -	\$ 63,217.63
10 ARCHITECTURAL ITEMS	\$ 144,497.44			0%	\$ -	\$ 144,497.44
DIVISION 17 - ELECTRICAL						
1 MOBILIZATION & TEMPORARY POWER	\$ 49,520.00			100%	\$ 49,520.00	\$ -

CONTRACTOR:

GREEN COVE WWTF UPGRADES PROJECT

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH
2 SITE UNDERGROUND CONDUIT & HANDHOLES	\$ 495,200.00			0%	\$ -	\$ 495,200.00
3 DISTRIBUTION AND EQUIPMENT	\$ 495,200.00			0%	\$ -	\$ 495,200.00
4 ABOVE GROUND CONDUIT & EQUIPMENT	\$ 445,680.00			0%	\$ -	\$ 445,680.00
5 WIRE, CABLE & WIRING DEVICES	\$ 396,160.00			0%	\$ -	\$ 396,160.00
6 LIGHT FIXTURES, LAMPS & POLES	\$ 173,320.00			0%	\$ -	\$ 173,320.00
7 LIGHTNING PROTECTION	\$ 24,760.00			0%	\$ -	\$ 24,760.00
8 SCADA SYSTEM MODIFICATIONS	\$ 198,080.00			0%	\$ -	\$ 198,080.00
9 INSTRUMENTATION FIELD INSTRUMENTS	\$ 123,800.00			0%	\$ -	\$ 123,800.00
10 RTU 90 PLC CONTROL PANEL	\$ 24,760.00			0%	\$ -	\$ 24,760.00
11 RTU 95 PLC CONTROL PANEL	\$ 24,760.00			0%	\$ -	\$ 24,760.00
12 IN PLANT REUSE CONTROL PANEL	\$ 24,760.00			0%	\$ -	\$ 24,760.00
TOTAL	\$ 15,426,644.00	\$ -	\$ -		\$ 704,527.02	\$ 14,722,116.98

FERGUSON® WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845135	\$3,703.38	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
100 CRESCENT CENTRE PKWY #1240
HARBOR RD WRF EXPANSION
TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
1277 HARBOR RD
HARBOR RD WRF EXPANSION
GREEN COVE SPRINGS, FL 32043


SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FL2CLA	PO# 463000012009 RELEASED PER ALAN	JGS	HARBOR RD WRF EXPANSION	04/29/21	IO 104224

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
40	40	A06650020IB	UNDERDRAIN 6X20 N12 COR W/TITE HDPE PIPE BE Line 335	2.700	FT	108.00
1100	1100	A06110020IB	6X20 N12 PERF HDPE PIPE Line 335	2.750	FT	3025.00
32	32	A0667AA	6 N12 HDPE COR SNAP END CAP Line 333	9.000	EA	288.00
16	0	A0631AN	6X6 N12 COR FAB CRS TEE		EA	0.00
64	0	A0613AA	6 DUAL WALL N12 HDPE BOE SNAP COUP		EA	0.00
2	2	F105166	6 AC DI X 6 CI PVC COUP Line 335	12.000	EA	24.00
INVOICE SUB-TOTAL						3446.00
TAX						258.38

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

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TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$3,703.38
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

101256

INVOICE	TSC-JACOBS NORTH
INVOICE NUMBER: 21-26	24156 SR 54, SUITE 3
DATE: April 30, 2021	LUTZ FLORIDA 33559
	TEL: 813 242 2660 FAX: 813 242 2597

To: WMS Industrial SVC, LLC 100 Crescent Centre Parkway Suite 1240 Tucker, GA 30084 Attn: Alan Williams	SUBJECT: CGCS/DEP SRF Harbor Road WR PH2
--	---

SALES PERSON	Purchase Order Number	TERMS
Joe Sacco	463000012003	Remit payment to above address

QTY.	DESCRIPTION	AMOUNT
1	4-Floating Aerators from Aerator Solutions	
1	Freight	
	SUB TOTAL	\$115,385.00
	FSST	\$6,923.10
	SURTAX	\$75.00
	TOTAL AMOUNT DUE	\$122,383.10



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FERGUSON

WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1843656	\$34,008.78	59035	1 of 1

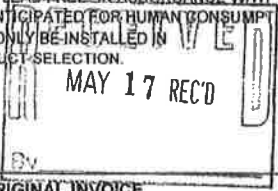
PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW #149
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO

WILLIAMS INDUSTRIAL SVCS LLC
100 CRESCENT CENTRE PKWY #1240
HARBOR RD WRF EXPANSION
TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
1277 HARBOR RD
HARBOR RD WRF EXPANSION
GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FL2CLA	483000012009	JGS	HARBOR RD WRF EXPANSION	05/06/21	104287
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
994	0	SDR26HWSPX14	GRAVITY PIPE 8X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
196	0	SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
84	0	SDR26HWSP14	4X14 SDR26 HW PVC GJ SWR PIPE FORCE MAIN		FT	0.00	
440	0	DR18GP12	12 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
40	0	DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
40	0	DR25GP20	20 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
200	0	DR18GPX	8 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
460	0	DR18GPU	6 C900 DR18 PVC GJ GREE PIPE RIVER OUTFALL		FT	0.00	
80	0	DR25GP20	20 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
1000	700	DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP	35.150	FT	24805.00	30
14	0	SDR26HWSP1514	15X14 SDR26 HW PVC GJ SWR PIPE REUSE LINE		FT	0.00	
780	0	DR18PPP	4 C900 DR18 PVC GJ PURP PIPE WATER		FT	0.00	
20	0	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE		FT	0.00	
440	0	DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE DRAINAGE		FT	0.00	
42	0	SDR26HWSP1214	12X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
28	0	SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
100	0	DR18GPU	6 C900 DR18 PVC GJ GREE PIPE INFLUENT STRUCTURE		FT	0.00	
20	0	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
20	0	DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
140	0	DR25GP14	14 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
200	0	DR18GP10	10 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
160	160	DR25GP18	18 C900 DR25 CL165 PVC GJ GREE PIPE	46.300	FT	7408.00	30
160	0	DR25GP14	14 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
INVOICE SUB-TOTAL						32013.00	
TAX						Cley	1995.78 4.
<p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD-FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION ON PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p>							
							
TERMS: NET 10TH PROX						TOTAL DUE	\$34,008.78

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

FERGUSON[®]

WATERWORKS

9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1843656-1	\$12,674.04	59035	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW #149
 PO BOX 100286
 ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
 100 CRESCENT CENTRE PKWY #1240
 HARBOR RD WRF EXPANSION
 TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
 1277 HARBOR RD
 HARBOR RD WRF EXPANSION
 GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLOCAP	463000012009	JGS	HARBOR RD WRF EXPANSION	05/18/21	104390D
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
994	0	SDR26HWSPX14	GRAVITY PIPE 8X14 SDR26 HW PVC GJ SWR PIPE	4.140	FT	0.00	
196	196	SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE		FT	811.44	
84	0	SDR26HWSP14	4X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
			FORCE MAIN				
440	440	DR18GP12	12 C900 DR18 PVC GJ GREE PIPE	25.330	FT	11145.20	
40	0	DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
40	0	DR25GP20	20 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
200	0	DR18GPX	8 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
460	0	DR18GPU	6 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
			RIVER OUTFALL				
80	0	DR25GP20	20 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
300	0	DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
14	0	SDR26HWSP1514	15X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
			REUSE LINE				
780	0	DR18PPP	4 C900 DR18 PVC GJ PURP PIPE		FT	0.00	
			WATER				
20	0	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE		FT	0.00	
440	0	DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE		FT	0.00	
			DRAINAGE				
42	0	SDR26HWSP1214	12X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
28	0	SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00	
100	0	DR18GPU	6 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
			INFLUENT STRUCTURE				
20	0	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
20	0	DR25GP16	16 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
140	0	DR25GP14	14 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
200	0	DR18GP10	10 C900 DR18 PVC GJ GREE PIPE		FT	0.00	
160	0	DR25GP14	14 C900 DR25 CL165 PVC GJ GREE PIP		FT	0.00	
INVOICE SUB-TOTAL						11956.64	
TAX						Florida 5000 Cap Met	717.40
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
TERMS: NET 10TH PROX						ORIGINAL INVOICE	TOTAL DUE \$12,674.04

299

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

SURETY MARKETS, INC

P.O. Box 24494
 Jacksonville, FL 32241

INVOICE

Date	Invoice No.
2/22/2021	619

BILL TO:
Cogburn Bros Inc 3300 Faye Road Jacksonville, FL 32226

REMIT TO:
SURETY MARKETS, INC P.O. Box 24494 Jacksonville, FL 32241 (904) 636-0063 Phone (904) 636-0062 Fax

Description ~ Term	Bond No	Amount	Premium
DEP SRF Harbor Road WRF Expansion, Ph 2 - Green Cove Springs, FL (03/01/2021)	30104582	\$2,196,245.00	16,798.00
<p>RECEIVED FEB 24 2021</p> <p>C2123.01 C</p>			
Thank you for your business and have a nice day!		Total	\$16,798.00



Florida Surety Bonds, Inc
620 Wymore Road, Suite #200
Maitland, FL 32751
(407) 786-7770
(407) 786-7766

CUSTOMER INVOICE

Principal: Precon Corporation
115 SW 140th Terrace
Newberry, FL 32669

Invoice # 032004-1-1

Requestor:

Bill Date: 3/22/2021

Phone: 3523321200

Email:

Bond Number	Project Number	Effective Date	Expiration Date	Premium Due	Due Date
257-09-70	Subcontract Agreement No. 46300001SC01	3/22/2021	10/22/2022	\$16,625.00 (USD)	Due Upon Receipt

BOND SUMMARY

Principal: Precon Corporation, 115 SW 140th Terrace, Newberry, FL 32669

Obligee: Williams Industrial Services, LLC, 100 Crescent Centre Pkwy, Suite 1290, Tucker, GA 30084

Surety: Great American Insurance Company

Bond Amount: \$2,424,582.55 (USD) Contract Amount: \$2,424,582.55 (USD)

Bond Type: Contract

Bond Description: DEP SRF Harbor Road WRF Expansion, Ph. 2 Project - (Oxidation Ditch & Clarifiers)
SRF Agreement No. WW100420

Bond Premium will be adjusted on final contract price resulting from a change in scope. Reductions in contract price for owner direct purchases do not result in return premium.

If you have any questions, please call Coralise Medal.

FLORIDA SURETY BONDS NOW OFFERS THREE SECURE AND EASY PAYMENT OPTIONS:

- 1.) Pay now via ACH (eChecking) at www.floridasuretybonds.com/paynow (no fee)
- 2.) Pay now via credit card at www.floridasuretybonds.com/paynow (3% processing fee required with credit cards)
- 3.) Mail check to "Florida Surety Bonds" at 620 N. Wymore Rd Ste 200 Maitland, FL 32751. Please specify Bond # or Invoice # on check.

We can also provide information for wire transfers upon request at 407-786-7770 during business hours.

Thank you for your business, we are honored to serve you!

500,000 x 1009 = 46,500
 1,500,000 x 1063 = 9,450
 424,582.55 x 1057 = 2,292.75
 16,242.75



1041 Old Cassatt Road
Berwyn, PA 19312
Phone: 610-727-5300/Fax: 610-727-5414

Invoice # 3757

Page 1 of 1

Account Number
WILLIND-01

Date
2/24/2021

Balance Due On
3/1/2021

Issuing Company
Lexon Insurance Co

Amount Paid

Amount Due
\$231,400.00

Williams Industrial Services Group, LLC
100 Crescent Centre Parkway, Suite 1240
Tucker, GA 30084

Please make check payable to: The Simkiss Agency, Inc.

Surety Bond

Policy Number: LICX1200727

Effective: 3/1/2021 to 9/21/2022

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
125	3/1/2021	3/1/2021	NEWB	Williams Industrial Services, LLC Descr: DEP SRF Harbor Road WRF Expansion, Ph. 2 - SRF Agreement No. WW100420, Green Cove Springs, Florida BndAmt: \$15,426,644.33 Obligee: City of Green Cove Springs	\$231,400.00

Total Invoice Balance:

\$231,400.00



500 W. 13th Street
Fort Worth, TX 76102
Phone: (817) 336-2377

Williams Industrial Services Group, Inc.
100 Crescent Centre Parkway
Suite 1240
Tucker, GA 30084

Invoice # 33295

Page: 1 of 1

Account Code	WILLIND-01	Date	3/10/2021
Balance Due On	3/22/2021	Amount Due	\$54,553.00

New Remit To Address

Please remit payment to:
Higginbotham Insurance Agency, Inc.
P.O. Box 735110
Dallas, TX 75373-5110

Policy Type: Installation / Builders Risk

Policy Number: IM3CM00509-211

Effective: 3/22/2021 to 11/15/2022

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
	3/22/2021	3/22/2021	NEWB	New Builders Risk - Green Cove Springs, FL Effective 3/22/2021	\$54,053.00
	3/22/2021	3/22/2021	PFEE	Policy Fee for Builders Risk - Green Cove Springs, FL	\$500.00

Total Invoice Balance: \$54,553.00

*Please make check payable to Higginbotham and include your invoice for proper application of your payment.
Or, pay on-line at <https://higginbotham.epaypolicy.com/>*



EJCDC-Williams Industrial Services, LLC Pay Application #01R 06-06-2021

Final Audit Report

2021-06-07

Created:	2021-06-07
By:	Gretchen Fordham (gafordham@wisgrp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0FQbbg7zQdWPramUOJhnpzUeOWYogyB1

"EJCDC-Williams Industrial Services, LLC Pay Application #01R 06-06-2021" History

-  Document created by Gretchen Fordham (gafordham@wisgrp.com)
2021-06-07 - 2:57:02 PM GMT- IP address: 73.104.37.90
-  Document emailed to Alan Williams (acwilliams@wisgrp.com) for signature
2021-06-07 - 2:57:22 PM GMT
-  Email viewed by Alan Williams (acwilliams@wisgrp.com)
2021-06-07 - 3:46:08 PM GMT- IP address: 174.211.199.134
-  Document e-signed by Alan Williams (acwilliams@wisgrp.com)
Signature Date: 2021-06-07 - 3:49:20 PM GMT - Time Source: server- IP address: 174.211.199.134
-  Agreement completed.
2021-06-07 - 3:49:20 PM GMT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REIMBURSEMENT SUMMARY

Sponsor Name:		City of Green Cove Springs, Florida			Payment Request No.:		2
DEP Agreement No.:		WW100420/SG100421					
Vendor Name	Invoice Number	Invoice Date	Invoice Amount	Local Share or Other Funding or Amount Not Requested	Requested Amount	Check Number	Category (ie. construction, technical services)
Mittauer & Associates, Inc.	21240	6/1/2021	\$ 6,000.00	\$ -	\$ 6,000.00		Technical Services
Williams Industrial Services ,LLC	1	6/6/2021	\$ 669,305.42	\$ -	\$ 669,305.42		Construction
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:			\$ 675,305.42	\$ -	\$ 675,305.42		

Summary of Work
DEP SRF Harbor Road WWTF Expansion, Phase 2
Bidding & Construction Phase
DEP Agreement No. WW100420/SG100421
City of Green Cove Springs, FL
M&A Project Nos. 8905-56-1
July 6, 2021

Summary of work for Green Cove Springs Disbursement Request No. 2 to accompany the Contractor's Application for Payment No. 1 and Mittauer & Associates Invoice No. 21240, consist of:

Construction services included bonds, Builders Risk Insurance, mobilization, sitework and yard piping as well as aerators and mooring arms for the aerobic digesters. Overall, construction services are 4.34% complete.

Technical services during construction included FDEP SRF and SJRWMD coordination, attendance at construction conferences, shop drawing review, City coordination, RFI responses, vendor coordination, and contractor correspondence. Overall, technical services during construction are 5.89% complete.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** July 6, 2021

FROM: Erin West, City Clerk

SUBJECT: City Council approval of Resolution No. R-13-2021, a resolution authorizing a new FDOT State Highway System Lighting, Maintenance, and Compensation Agreement. Contract No. TBD, for the period of July 1, 2021 through June 30, 2028 in the amount of \$36,164.70 and authorizing the City Manager to execute said Agreement. *Mike Null*

BACKGROUND

In 2003, the FDOT started a program to compensate all local maintaining agencies for their costs associated with the operation and maintenance of traffic signal systems located on state-owned roadways. The City received \$4,780 for FY 02/03. The City received \$27,956.88 for FY 15/16, \$28,794.66 for FY 16/17, \$29,657.88 for FY 17/18, \$30,549.96 for FY 18/19, \$34,089.12 for FY 19/20, and \$35,111.70 for FY 20/21. The amount is programmed to increase by 3% annually unless or until the Agreement is amended. The attached agreement for FY 21/22 is for the amount of \$36,164.70.

FISCAL IMPACT

Funds are deposited to A/R Account No. 001-3439100

RECOMMENDATION

City Council approval of Resolution No. R-13-2021, a resolution authorizing a new FDOT State Highway System Lighting, Maintenance, and Compensation Agreement. Contract No. TBD, for the period of July 1, 2021 through June 30, 2028 in the amount of \$36,164.70 and authorizing the City Manager to execute said Agreement.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

District Maintenance Contracts Office
1109 South Marion Avenue, MS 2010
Lake City, Florida 32055

KEVIN J. THIBAUT, P.E.
SECRETARY

April 14, 2021

City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043

New Contract No:	TBD
Old Contract No.	AN491
Financial Project No.	41441617802
Description:	State Highway Lighting, Maintenance and Compensation Agreement
Contract Period	July 1, 2021 through June 30, 2028

Agency Partner,

Attached is the new Highway Lighting, Maintenance, and Compensation Agreement. It has been updated and improved to provide more flexibility in the prosecution and progress of the work. Once executed it will supersede the existing agreement (Item 7 c.).

Some of the changes include:

- The term of this agreement has been adjusted to be seven years. (Item 1 Section E); the existing agreement is essentially open-ended with automatic renewals.
- This new version authorizes your Agency to submit reimbursement claims to all third parties responsible for the damage; this allows you to pursue recovery from insurance agencies and individuals responsible for damage to the highway lighting system (Item 2).
- The current Agreement does not provide for an opt-out option. This new version allows either party to terminate the Agreement by a written notice. (Item 1 Section E).
- Prior to the beginning of each agreement year, it requires the Maintaining Agency to submit an amended Exhibit A to account for any new lights that have come on-line. (Item 2)
- Exhibit A was updated to better clarify the features covered and compensation amount.

Attached, for comparison, is the current agreement information and the new agreement language and exhibits. Please fill out and sign the agreement, complete the spreadsheet, and return to my attention no later than **May 31, 2021**. This will give us time to execute the new agreements prior to the expiration of the existing agreement year.

Please attach the appropriate documentation for signature authority or a resolution for the individual executing the agreement.

The total payment amount for each Fiscal Year is calculated by inputting the actual number of qualifying types lights and multiplying by the Unit Rate and 90%. Example: 330 (lights) x \$291.26 x 0.90 (90% Requirement) = \$86,533.92

Should you not wish to execute the new agreement please let us know and we shall continue to operate under the terms of the original agreement.

If you have any questions, please see the contact information below.

Sincerely,

Sandra Brink
District 2 Maintenance Contracts
sandra.brink@dot.state.fl.us
(386)961-7585

Lisa Butler
District 2 Maintenance Contracts
lisa.butler@dot.state.fl.us
(386)961-7382

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

CONTRACT NO. _____
FINANCIAL PROJECT NO. 41441617802
F.E.I.D. NO. F59-6000328-001

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and City of Green Cove Springs, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

WHEREAS, **FDOT** has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**. A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

WHEREAS, the **MAINTAINING AGENCY** agrees to maintain the Facilities as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**. The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both **FDOT** and the **MAINTAINING AGENCY**. Any Facilities added to Exhibit A during the **FDOT's** fiscal year shall be maintained and operated by the **MAINTAINING AGENCY** upon the **FDOT's** final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the **MAINTAINING AGENCY** and **FDOT** shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

The **MAINTAINING AGENCY** will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the **FDOT's** fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by **FDOT**. In the event that no change is made to the previous year's Exhibit A, a certification from the **MAINTAINING AGENCY** shall be provided to **FDOT** certifying that no change has been made to Exhibit A during **FDOT's** previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to **FDOT's** fiscal year, beginning July 1st and ending June 30th.

- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by **FDOT**.

- c. All maintenance must be in accordance with the provisions of the following:
- (1) Manual of Uniform Traffic Control Devices; and
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of a **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain the Facility commences upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power commences at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** is not required to perform any activities which are the responsibilities of **FDOT's** contractor.
- Prior to acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s). **FDOT** agrees to make modifications/corrections prior to acceptance so long as the modifications/corrections comply with the installation contract documents and specifications.
- e. The term for this Agreement is seven (7) years. Either party may terminate this Agreement by a notice of termination. The notice of termination must be in writing. Should the **MAINTAINING AGENCY** choose to terminate the Agreement, the **MAINTAINING AGENCY** shall provide a minimum notice period of two (2) fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. The effective date of the termination will coincide with the end of the **FDOT's** fiscal year of June 30th following the two-year notice.

The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the **MAINTAINING AGENCY**. Maintenance obligations for lights owned by the **MAINTAINING AGENCY** will remain the responsibility of the **MAINTAINING AGENCY**. Nor does termination of this Agreement operate to relieve the **MAINTAINING AGENCY** of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

2. Compensation and Payment

FDOT shall pay to the **MAINTAINING AGENCY** a sum of \$ 36,164.70 for the fiscal year in which this Agreement is signed. Payments will be calculated and made in accordance with Exhibit A.

Prior to the beginning of each fiscal year, the **MAINTAINING AGENCY** shall submit an amended Exhibit A or a certification of no change to Exhibit A and **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount and percentage of lighting to be paid for the coming fiscal year. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The work order must be an **FDOT**-signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, and Compensation Agreement work order". The work order must reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, the percentage of lighting funded and the lump sum amount to be paid for the fiscal year indicated. The work order must be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. Failure by the **MAINTAINING AGENCY** to take any of the actions required by this paragraph may result in nonpayment by **FDOT**.

FDOT expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the **MAINTAINING AGENCY**, so they may pursue all claims and causes of actions against the third parties responsible for the damage. **FDOT** will assist the **MAINTAINING AGENCY** and will confirm the **MAINTAINING AGENCY's** authorization to pursue recovery. The **MAINTAINING AGENCY** will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to **FDOT** upon request.

4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the **FDOT**. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.
- d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

MAINTAINING AGENCY:

City of Green Cove Springs
Steve Kennedy, City Manager
321 Walnut Street
Green Cove Springs 32043

FDOT:

Florida Department of Transportation
District Maintenance Contracts, MS- 2010
1109 South Marion Avenue
Lake City, Florida 32055

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

- h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. For contracts involving \$1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- j. **MAINTAINING AGENCY:**
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
 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 **Maintaining Agency** does not transfer the records to **FDOT**
 4. Upon completion of the Agreement, transfer, at no cost, to **FDOT**, all public records in possession of the Consultant or keep and maintain public records required by **FDOT** to perform the service. If the Consultant transfers all public records to **FDOT** 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 **FDOT**, upon request from **FDOT's** custodian of public records, in a format that is compatible with the information technology systems of **FDOT**
 5. Failure by the **Maintaining Agency** to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**

IF THE MAINTAINING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAINTAINING AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1
863-519-2623
D1prcustodian@dot.state.fl.us
Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway
Bartow, FL 33830

District 2
386-758-3727
D2prcustodian@dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

District 3
850-330-1391
D3prcustodian@dot.state.fl.us
Florida Department of Transportation
District 3 - Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

District 4
954-777-4529
D4prcustodian@dot.state.fl.us
Florida Department of Transportation
District 4 – Office of General Counsel
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

District 5
386-943-5000
D5prcustodian@dot.state.fl.us
Florida Department of Transportation
District 5 – Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720

District 6
305-470-5453
D6prcustodian@dot.state.fl.us
Florida Department of Transportation
District 6 – Office of General Counsel
1000 NW 111 Avenue
Miami, FL 33172-5800

District 7
813-975-6491
D7prcustodian@dot.state.fl.us
Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612

Florida's Turnpike Enterprise
407-264-3170
TPprcustodian@dot.state.fl.us
Turnpike Enterprise Chief Counsel
Florida Turnpike – Office of General Counsel
Turnpike Mile Post 263, Bldg. 5315
Ocoee, FL 34761

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

8. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You **MUST** signify by selecting one of the applicable options:

- No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature) _____

(Printed Name: Steve Kennedy)

(Printed Title: City Manager)

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

(Printed Name: Travis Humphries, P.E.)

(Printed Title: D2 Director of Operations)

Date: _____

FDOT Legal Review

BY: (Signature) _____
Counsel

(Printed Name: Melissa Blackwell)

Date: _____

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 21/22

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. See Attached Lighting Inventory Sheet _____
2. _____
3. _____
4. _____
5. _____
6. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$309.10 in fiscal year 21/22 shall increase to \$318.37 in fiscal year 22/23.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and ____%. Example: 330 (lights) x \$ ____ (unit rate) x 0.90 (90% requirement) = \$ 0.00

Type of Light	# of lights	LED or HPS	Unit rate	%	Total
High Mast		HPS			0.00
Standard		HPS			0.00
Underdeck		HPS			0.00
Sign		HPS			0.00
High Mast		LED			0.00
Standard		LED			0.00
Underdeck		LED			0.00
Sign		LED			0.00

Florida Department of Transportation Highway Lighting Maintenance and Compensation Agreement Inventory

CITY OF GREEN COVE SPRINGS
L. Steve Kennedy, City Manager 904-297-7500

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
SR 17	Clay	Orion	Hall Park Road	81		
SR 16 E	Clay	Hwy 17	Red Cove Road	3		
SR 16 W	Clay	Hwy 17	Randal Road	46		
				TOTAL # OF LIGHTS BEING MAINTAINED:		
				130		

RESOLUTION NO. R-13-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AUTHORIZING THE EXECUTION OF A NEW HIGHWAY SYSTEM LIGHT, MAINTENANCE AND COMPENSATION AGREEMENT.

WHEREAS, the State of Florida Department of Transportation, hereafter referred to as the “FDOT” find it necessary for the City of Green Cove Springs, hereafter referred to as the “MAINTAINING AGENCY”, to execute and deliver to the FDOT the agreement identified as STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT, hereafter referred to as the “Agreement”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE MAINTAINING AGENCY AS FOLLOWS:

SECTION 1. That Edward R. Gaw, Mayor, is hereby authorized and directed to execute and deliver the agreement to the FDOT.

SECTION 2. That a certified copy of this Resolution be forwarded to the FDOT along with the executed Agreement.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA IN REGULAR SESSION THIS 6TH DAY OF JULY 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** July 6, 2021
FROM: Steve Thomas
SUBJECT: City Council approval of a PO to paint the downstairs of The City Hall Building to Florida Paint Company in the amount of \$ 33,765.00. *Steve Thomas*

BACKGROUND

City Council approved painting the inside of City Hall in the budget for FY 2021 and staff has reached out to 6 different painting contractors to do the work. Three companies visited City Hall to evaluate the job for quotation purposes, but only one company has given a quote for the job. All other contractors said they did not have the manpower to complete or time to even quote the job.

Additionally, staff is requesting the Council waive the formal bid process for this item as it would likely result in a higher overall price. This exception is allowed in Chapter 5 of the City's Purchasing Policies and Procedures Manual adopted by Council in 2019.

FISCAL IMPACT

Account # 001-1319-5004640 in the amount of \$33,765.00 approved in FY Budget 2021

RECOMMENDATION

Approve a Purchase Order to paint the downstairs of The City Hall Building to Florida Paint Company in the amount of \$ 33,765.00

Reply all  Delete  Junk  Block 

Item #9.

Fw: City Hall Paint Pricing

TW

Trades Worker

Wed 5/19/2021 7:11 AM

To: Steve Thomas; Connie Wainwright

From: Ray Scrogins II <ray2@floridapaintco.com>
Sent: Tuesday, May 18, 2021 3:51 PM
To: Trades Worker <tradesworker@greencovesprings.com>
Subject: City Hall Paint Pricing

CAUTION: This email originated from outside of the organization. . Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mike, we offer the following pricing to complete the painting of the Green Cove Springs City Hall building.

Base Bid: 1st Floor and Monumental Stair- \$33,765

Alternate 2nd Floor- \$19,020

This pricing includes drywall repairs. Includes interior side of exterior window frames excluding the unfinished spaces. Pricing does not include any door frames.

Thanks,

Ray Scrogins II | Florida Paint Company

5277 Lenox Ave. Jacksonville, Florida 32205

O:904-783-1717

C:904-591-3606

Ray2@floridapaintco.com

This transmission may be confidential or protected from disclosure and is only for review and use by the intended recipient. Access by anyone else is unauthorized. Any unauthorized reader is hereby notified that any review, use, dissemination, disclosure or copying of this information, or any act or omission taken in reliance on it, is prohibited and may be unlawful. If you received this transmission in error, please notify the sender immediately. Thank you.

[Reply](#) [Reply all](#) [Forward](#)

LEPHONE QUOTES

CALLED BY: *Mike Kelly*

DATE: *5-15 - 6-23*

6 called at post

ITEM DESCRIPTION/CAT#	QTY	NOTE	VENDOR/QUOTER		VENDOR/QUOTER		VENDOR/QUOTER	
			PRICE	GOOD THRU /NOTE	PRICE	GOOD THRU /NOTE	PRICE	GOOD THRU /NOTE
<i>Rejects to quote lack of many items and unable to meet requirements</i>			<i>Preston</i>	<i>Good thru</i>	<i>A Area</i>	<i>Good thru</i>		
<i>Rejects to quote Matters, unable to meet own requirements</i>					<i>22</i>	<i>Good thru</i>		

NOTE: THIS FORM MUST BE ATTACHED TO EACH REQUISITION IN EXCESS OF \$50.00



Course Catalog > Leadership and Management

Police Internal Affairs

This comprehensive course has been designed for newly assigned internal affairs officers/supervisors; experienced internal affairs officers who want to update their skills; civilian internal affairs investigators; and administrators/managers who want to understand how internal affairs investigations should be conducted. It has been designed to present a model procedures approach for the needs and requirements of small, medium, and large public safety agencies.

Upon successful completion, you will have acquired the knowledge of investigative techniques and the understanding of legal guidelines necessary to function as internal affairs investigators to include cases that concern criminal violations and officer-involved shootings.

We will take you step-by-step through the process of conducting professional, thorough, and objective administrative and internal affairs investigations, as well as specialized investigation of sexual harassment and hostile workplace complaints.

Individual blocks of instruction will present in-depth information on the latest court rulings and nationally accepted procedures surrounding the complaint process and internal affairs investigations; employee rights; social media policies and guidelines; relevant administrative laws related to record-keeping; and the releasing of information to the media.

We will also present you with unique, effective interview techniques to prepare for and conduct interviews of complainants, witnesses, and accused officers.

Topics Include

- Ethics and integrity in public safety
- IA policy, rules, and procedures
- Complaint intake and processing

- Integrity testing/stings
- Investigation of personnel complaints
- Preparing for and conducting interviews
- Case file preparation, records systems and early intervention systems
- Sexual harassment and hostile workplace investigations
- Legal issues and case law
- Officer-involved shootings and in-custody death investigations
- Body worn cameras
- Group projects and presentations

Audience

Officers assigned to administrative and internal affairs investigations; personnel assigned to professional compliance units; law enforcement and public safety administrators; and human resource and city/county managers who oversee the personnel assigned to a law enforcement or public safety agency.

This course is restricted to sworn and non-sworn law enforcement personnel.

Course Length

40 hours

What Our Students Are Saying

- "Provided information necessary to conduct the investigation coupled with excellent class discussion and practical exercises." – W.R.
- "IA policies, administrative law, and the class projects were extremely useful and informative." – B.C.
- "Covers all aspects of internal affairs/provides examples of documents to use on thumb drive." – C.B.
- "I have been doing this assignment for some time and the course was a good refresher. It assured me that my agency was doing many things correct. I also learned areas to work on or change to improve the process." – Lt. M.B.
- "Great class. I was impressed how relevant and up to date all the material presented was. Instructors obviously care about the course. Bravo!" – T.M.
- "Class was very organized. As a new commander of our IA unit, I feel this class has tremendously prepared me for my responsibilities. The instructors were great!!" – C.C.
- "Verified our current policy, procedures and practices are correct and up to date. All AI investigators should attend this course ASAP of entering the unit." – J.E.

- “Excellent setting and facilities for the class. I really enjoyed the course material and presentation. This will definitely help me in my new position as an IA Detective at my agency.” –Det. B.L. (I.A.)

Item #10.

Police Internal Affairs

8/2/2021 - 8/6/2021**Altamonte Springs Florida**

Class times: 8:00 AM to 5:00 PM

Fee: \$895.00*Location Information:* **Hilton Orlando/Altamonte Springs**

Room TBD, 350 Northlake Boulevard Altamonte Springs, FL 32701

Instructor(s):

Police Internal Affairs

9/20/2021 - 9/24/2021**Jacksonville, Florida**

Class times: 8:00 AM to 5:00 PM

Fee: \$895.00*Hotel and Location Information:* **IPTM - University of North Florida**

Adam W. Herbert University Center, 12000 Alumni Drive, Jacksonville, FL 32224

Instructor(s):

Police Internal Affairs

12/6/2021 - 12/10/2021**Jacksonville, Florida**

Class times: 8:00 AM to 5:00 PM

Fee: \$895.00*Hotel and Location Information:* **IPTM - University of North Florida**

Adam W. Herbert University Center, 12000 Alumni Drive, Jacksonville, FL 32224

Police Internal Affairs

Instructor(s):

Policies

Schedule Changes

This schedule is subject to change without notice. If you have not received an official confirmation email prior to the first day of class, please contact us at (904) 620-4786 or info@iptm.org before traveling or making airline reservations.

Registration and Fees

Full payment must accompany all registrations. You may register online and pay with your Visa, MasterCard, Discover or American Express credit card, or you may download a [Registration Form](#) and mail it to IPTM with a check.

Cancellation/Refund Policy

Complete the [Cancellation Request Form](#) and return it to IPTM. No telephone cancellations will be accepted. A 20% administrative fee will be assessed to all refunds if the cancellation request is received within 14 days of the course start date. In lieu of a refund, student substitutions can be made or a credit can be issued for a future course. No refunds will be given for no-shows. If materials for an online course were sent to the student, the appropriate materials and shipping costs will be deducted from the refund amount. Materials may be returned to IPTM in their original condition at the student's expense. Once IPTM has received and inspected them, the refund will be processed.

Due to the automated format of online independent study courses and Videos on Demand (VoDs), no refunds or substitutions can be made after registration.

Course Confirmations

A minimum number of registrations must be received for an in-person class to run as scheduled. When the minimum criterion has been met, written confirmation will be emailed to you. **Please do not travel or make airline reservations until you receive written notification confirming that the course will run as scheduled.**

Transportation and Lodging



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** 07/06/2021
FROM: Derek Asdot, Chief of Police
SUBJECT: City Council approval for Detective Erin Vineyard to attend the Police Internal Affairs Course.

BACKGROUND

City Council approval for Detective Erin Vineyard to attend the Police Internal Affairs Course in Altamonte Springs, FL from 8/2/21 – 8/6/21. Total amount due for the course is \$895.00. This is to be taken out of training account # 104-2021-5005410.

FISCAL IMPACT

RECOMMENDATION

City Council approval for Detective Erin Vineyard to attend the Police Internal Affairs Course.



Course Catalog > Leadership and Management

Police Internal Affairs

This comprehensive course has been designed for newly assigned internal affairs officers/supervisors; experienced internal affairs officers who want to update their skills; civilian internal affairs investigators; and administrators/managers who want to understand how internal affairs investigations should be conducted. It has been designed to present a model procedures approach for the needs and requirements of small, medium, and large public safety agencies.

Upon successful completion, you will have acquired the knowledge of investigative techniques and the understanding of legal guidelines necessary to function as internal affairs investigators to include cases that concern criminal violations and officer-involved shootings.

We will take you step-by-step through the process of conducting professional, thorough, and objective administrative and internal affairs investigations, as well as specialized investigation of sexual harassment and hostile workplace complaints.

Individual blocks of instruction will present in-depth information on the latest court rulings and nationally accepted procedures surrounding the complaint process and internal affairs investigations; employee rights; social media policies and guidelines; relevant administrative laws related to record-keeping; and the releasing of information to the media.

We will also present you with unique, effective interview techniques to prepare for and conduct interviews of complainants, witnesses, and accused officers.

Topics Include

- Ethics and integrity in public safety
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- Integrity testing/stings
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- Preparing for and conducting interviews
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- Officer-involved shootings and in-custody death investigations
- Body worn cameras
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Audience

Officers assigned to administrative and internal affairs investigations; personnel assigned to professional compliance units; law enforcement and public safety administrators; and human resource and city/county managers who oversee the personnel assigned to a law enforcement or public safety agency.

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- "Great class. I was impressed how relevant and up to date all the material presented was. Instructors obviously care about the course. Bravo!" – T.M.
- "Class was very organized. As a new commander of our IA unit, I feel this class has tremendously prepared me for my responsibilities. The instructors were great!!" – C.C.
- "Verified our current policy, procedures and practices are correct and up to date. All AI investigators should attend this course ASAP of entering the unit." – J.E.

- “Excellent setting and facilities for the class. I really enjoyed the course material and presentation. This will definitely help me in my new position as an IA Detective at my agency.” –Det. B.L. (I.A.)

Item #11.

Police Internal Affairs

8/2/2021 - 8/6/2021**Altamonte Springs Florida**

Class times: 8:00 AM to 5:00 PM

Fee: \$895.00*Location Information:* **Hilton Orlando/Altamonte Springs**

Room TBD, 350 Northlake Boulevard Altamonte Springs, FL 32701

Instructor(s):

Police Internal Affairs

9/20/2021 - 9/24/2021**Jacksonville, Florida**

Class times: 8:00 AM to 5:00 PM

Fee: \$895.00*Hotel and Location Information:* **IPTM - University of North Florida**

Adam W. Herbert University Center, 12000 Alumni Drive, Jacksonville, FL 32224

Instructor(s):

Police Internal Affairs

12/6/2021 - 12/10/2021**Jacksonville, Florida**

Class times: 8:00 AM to 5:00 PM

Fee: \$895.00*Hotel and Location Information:* **IPTM - University of North Florida**

Adam W. Herbert University Center, 12000 Alumni Drive, Jacksonville, FL 32224

Police Internal Affairs

Instructor(s):

Policies

Schedule Changes

This schedule is subject to change without notice. If you have not received an official confirmation email prior to the first day of class, please contact us at (904) 620-4786 or info@iptm.org before traveling or making airline reservations.

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Transportation and Lodging



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** 07/06/2021
FROM: Derek Asdot, Chief of Police
SUBJECT: City Council approval for Commander John Guzman to attend the Police Internal Affairs Course.

BACKGROUND

City Council approval for Commander John Guzman to attend the Police Internal Affairs Course at the University of North Florida in Jacksonville, FL from 9/20/21 – 9/24/21. Total amount due for the course is \$895.00. This is to be taken out of training account # 104-2021-5005410.

FISCAL IMPACT

RECOMMENDATION

City Council approval for Commander John Guzman to attend the Police Internal Affairs Course.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** July 6, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval to issue a purchase order in the amount of \$28,010.85 to Irby for electric conduit for the Magnolia Point Third Feed Project. *Scott Schultz*

BACKGROUND

As part of the Magnolia Point Third Feed Project, the electric department plans to replace the overhead lines on Harbor Road with underground lines that run across the back of the Harbor Road WWTP facility. In order to coordinate this conduit installation with the HRWWTP contractor, this conduit needs to be installed by July 30, 2021. Given the six-to-eight-week lead times on conduit, staff has issued the purchase order to Irby for the conduit based on the four quotes that the city received. Staff is now requesting that Council ratify this purchase order.

Staff is also requesting a variance from the City's purchasing policies and procedures based on the "exception" item that is presented for City Council consideration in separate action this evening.

FISCAL IMPACT

\$28,010.85 to the Electric Department CIP account number 401-3032-5006510.

RECOMMENDATION

Approve purchase order in the amount of \$28,010.85 to Irby for electric conduit for the Magnolia Point Third Feed Project.



Direct Order Acknowledged Item #12.

STUART C IRBY BR333 LAKE MARY FL
 38 SKYLINE DR
 SUITE 1000
 LAKE MARY FL 32746-7112
 407-282-1486 Fax 407-855-4285

ORDER DATE	ORDER NUMBER
06/22/21	S012499959
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1



SOLD TO:
 CITY OF GREEN COVE SPRINGS
 321 WALNUT ST
 GREEN COVE SPRINGS, FL 32043-3441

SHIP TO:
 CITY OF GREEN COVE SPRINGS
 PUBLIC WORKS
 900 GUM ST
 GREEN COVE SPRINGS, 32043-3441

ORDERED BY: SAM

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
209762		PW007610				Erich R Ewoldt	
INSIDE SALESPERSON		TERMS CODE		REQD DATE	FRGHT ALLWD	SHIP VIA	
Mark Alan Ke		NET.30		08/10/21	No	DIRECT	
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/UOM	Ext Amt
2650FT		1	+PVCC 2IN SCH40 10FT CONDUIT WITH BELLED END PART #8108			222.900C	5906.85
800FT		2	+PVCC 4IN SCH40 10FT CONDUIT WITH BELLED END PART #8116			589.000C	4712.00
1600FT		3	+PVCC 6IN SCH40 10FT CONDUIT WITH BELLED END PART #8124			1087.000C	17392.00
<i>Quote # 1</i>							
Subtotal							28010.85
S&H CHGS							0.00
Sales Tax							0.00
Amount Due							28010.85

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.



Item #12.

Distributor: GREEN COVE SPRINGS
Quote Name: SAM LOPEZ 6-22-21

Quote Number: P-00179511
Effective Date: 06/22/2021

Agent Contact: Gresco Utility Supply
Ryan Padgett
352-748-9550
Ryan.Padgett@gresco.com

PVC CONDUIT											
Description	Part #	Catalog #	Class	QTY	Unit	Weight	Price	Price Per	Lead Time/ Comment	Extended Price	Expiration Date
PVC SCH40											
PVC SCH40 2 x 10 UL BE	8108	8108		2400	FEET	1752.00	\$2.475	foot		\$5940.00	06/22/21
PVC SCH40 2 x 20 UL BE	8508	8508		2400	FEET	1752.00	\$2.475	foot		\$5940.00	06/22/21
PVC SCH40 4 x 10 UL BE	8116	8116		800	FEET	1833.52	\$6.13	foot		\$4904.00	06/22/21
PVC SCH40 4 x 20 UL BE	8516	8516		800	FEET	1833.52	\$6.13	foot		\$4904.00	06/22/21
PVC SCH40 6 x 10 UL BE	8124	8124		1600	FEET	6448.16	\$11.63	foot		\$18608.00	06/22/21
PVC SCH40 6 x 20 UL BE	8524	8524		1600	FEET	6448.16	\$11.63	foot		\$18608.00	06/22/21
PVC CONDUIT											
PVC SCH40	Total Weight (lbs): 20067.36					Total Price: \$58904.00					

GRAND TOTAL: \$58904.00

- General Terms:**
- Pricing is based upon all items and quantities quoted. If list changes, subject to requote.
 - Upon expiration of this quotation, prices are subject to change without notice.
 - All orders should reference the above quotation number to receive quoted prices.
 - PO must be received on or before expiration date or BOM is subject to re-quote.
 - All products quoted for immediate shipment only, unless otherwise specified.
 - Atkore reserves the right to select carrier of choice on prepaid orders.
 - All special order items and "D" items are non-cancellable, non-returnable, and non-refundable.
 - FOB Factory.

Quote #2 \$29,452.00





TRI-STATE UTILITY PRODUCTS, INC.
 160 GARRETT DRIVE
 HAVANA, FLORIDA 32333
 PHONE: 850-539-8088
 FAX: 850-539-8087

QUOTATION NUMBER

2007054-0000-02

GRCOVE

BILL TO: CITY OF GREEN COVE SPRINGS
 321 WALNUT STREET
 GREEN CV SPGS FL 32043

SHIP TO: CITY OF GREEN COVE SPRINGS
 900 W. GUM ST.
 GREEN CV SPGS FL 32043

CUSTOMER P.O. NO. QUOTE 3 CUSTOMER P.O. NO. QUOTE 3

QUOTATIONQUOTATION***QUOTATION***QUOTATION***QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER	DATE
2007054-0000-02	212	06/22/21	214	QUOTE 3	

INSTRUCTIONS		PAGE NO.
		P 1

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
160				*49017-010 6" SCH40 NM CONDUIT 10'	EA		147.6000	23616.00
80				*49015-010 4" SCH 40 NM CONDUIT 10'	EA		79.9800	6398.40
240				*49011-010 2" SCH40 NM CONDUIT 10'	EA		30.9800	7435.20
				=====				
				LEAD TIME 10-12 WEEKS				
				Quote #3				

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

SUB TOTAL	37,449.60
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	0.00
STATE TAX	0.00
PAYMENT REC'D.	0.00

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU
-------------------------	---------------	-------------------

TOTAL AMOUNT DUE
37,449.60

BY _____

Quote



2980 NE 207th Street
PH
Aventura, FL 33180

800-342-7215 • 954-455-3050
Fax: 954-455-9886
www.buyawg.com

Quote# 00145102	Page 1
Cust # 100833	Date 06/22/2021
Sluman Rachel Weis	

Quote To: CITY OF GREEN COVE SPRINGS
321 WALNUT STREET
GREEN COVE SPRINGS FL 32043

Ship To:

*** This Quote is Good Through 07/22/2021 ***

Line#	Quantity	UOM	Item Number / Description	SI	Price	UOM	Extension
Ship Via TRUCK F.O.B. PREPAID & ALLOWED Terms NET 30 DAYS Customer P/O Number							
1	1600	FT	SCH40-PVC-6X10-BE		17.0100	FT	27,216.00
Customer Reference: Project: Delivery: 7-9 WEEKS PVC 6IN SCH 40 BELL END							
2	800	FT	SCH40-PVC-4X10-BE		9.3200	FT	7,456.00
Delivery: 7-9 WEEKS PVC 4IN SCH 40 BELL END							
3	2400	FT	SCH40-PVC-2X10-BE		4.7100	FT	11,304.00
Delivery: 7-9 WEEKS PVC 2IN SCH 40 BELL END Commodity: Prices are subject to change. Quoted to: Sam Lopez <i>Quote # 4</i>							
Product Total		Discount	Freight	Miscellaneous	Tax	Quote Total	
45,976.00			0.00			45,976.00	



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** July 6, 2021

FROM: Steve Thomas

SUBJECT: City Council approval of a Pay Application # 1 from KBT Contracting Corp in the amount of \$48,302.28 for design & build out of ASACC classroom for AMIKids, and approval of Change Order # 1 for replacing the windows in an amount not to exceed \$15,200.00. *Steve Thomas*

BACKGROUND

City Council Approved to enter a contract with KBT Contracting for the design/ build at ASACC Classrooms for AMIKids classroom renovation on June 01, 2021, the bid contract was a Lump sum of \$460,030.00 and included the gang bathrooms. Staff did not accept Additive Alternate # 2, replacing the windows, for \$30,500 because of trying to stay within a manageable budget number. The contractor submitted a proposal with the 30% design drawings showing he could do the windows at a lower cost and staff believed this was a more reasonable cost to add.

If approved, Change Order #1 at a cost of \$15,200.00 will increase the total contract amount to \$475,230.00.

FISCAL IMPACT

\$48,302.28 out of Account # 001-1214-5006326.

RECOMMENDATION

Approve Pay Application # 1 from KBT Contracting Corp in the amount of \$48,302.28 for design & build out of ASACC classroom for AMIKids, and approve Change Order # 1 for replacing the windows in an amount not to exceed \$15,200.00, increasing the total contract amount to \$475,230.00.

APPLICATION AND CERTIFICATION FOR PAYMENT

Owner: City of Green Cove Springs
321 Walnut Street
Green cove Springs, FL 32043

FROM: KBT Contracting Corp
5105 Blanding Blvd.
Jacksonville, FL 32210

Project Name: Design/Build - ASACC Classroom Building Renovation

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM **\$460,030.00**
- 2. Net change by Change Orders **\$15,200.00**
- 3. CONTRACT SUM TO DATE (Line 1 ± 2)..... **\$475,230.00**
- 4. TOTAL COMPLETED & STORED TO DATE **\$50,844.50**
(Column G on G703)
- 5. Retainage:
 - a. 5 % of Completed Work \$ **\$2,542.23**
(Columns D + E on G703)
 - b. % of Stored Materials \$ **0**
- 6. TOTAL EARNED LESS RETAINAGE **\$48,302.28**
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
- 8. CURRENT PAYMENT DUE **\$48,302.28**
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE.. **\$411,727.73**
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month	\$15,200.00	
TOTALS	\$15,200.00	\$0.00
NET CHANGES by Change Order	\$15,200.00	

APPLICATION NO: 1
 APPLICATION DATE: 6/30/2021
 PERIOD FROM: 6/1/2021
 TO: 6/30/2021

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 Lender

BID NO.: 2021-05
 CONTRACT DATE: 6/1/2021

The undersigned Contractor to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown is now due.

CONTRACTOR: KBT Contracting Corp

By: [Signature] Date: 6/30/2021

Rebecca E. Timmons, President

State of: Florida County of: Duval

Subscribed and sworn to before me this 30 day of June, 2021

Notary Public: [Signature]

My Commission expires: 08/03/2023
 Notary Public State of Florida
 Kimberly Cisco
 My Commission GG 361064

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the OWNER that to the best of the Architects' knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED 48,302.28
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT or CONSTRUCTION MANAGER:

By: [Signature] Date: 6/30/2021

This Certificate is not negotiable. the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

SCHEDULE OF VALUES

AIA DOCUMENT G703

PAGE 1 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulation below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1
 APPLICATION DATE: 6/30/2021
 PERIOD FROM: 6/1/2021
 TO: 6/30/2021
 ARCHITECT'S PROJECT NO:

Bid #2021-05 Design/Build - ASACC Classroom Building Renovation

CONTRACTOR: KBT Contracting Corp

A ITEM No.	B DESCRIPTION OF WORK Base Bid - Classroom & Office	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH C - G	I RETAINAGE
			Previous Applications	% G / C					
1	Mobilization (Permits,Bond,Ins)	\$32,000.00		\$6,400.00			\$6,400.00	\$25,600.00	\$320.00
2	General Conditions	\$64,000.00		\$12,800.00			\$12,800.00	\$51,200.00	\$640.00
3	Framing, Insulation, Drywall	\$37,624.00		\$11,287.20			\$11,287.20	\$26,336.80	\$564.36
4	Plumbing	\$14,800.00					\$0.00	\$14,800.00	\$0.00
5	Electrical	\$47,970.00					\$0.00	\$47,970.00	\$0.00
6	HVAC	\$49,350.00					\$0.00	\$49,350.00	\$0.00
7	Fire Alarm	\$7,600.00					\$0.00	\$7,600.00	\$0.00
8	Interior Doors	\$24,880.00					\$0.00	\$24,880.00	\$0.00
9	Painting	\$11,200.00					\$0.00	\$11,200.00	\$0.00
10	Flooring	\$19,153.00					\$0.00	\$19,153.00	\$0.00
11	Cabinets and Counter tops	\$7,200.00					\$0.00	\$7,200.00	\$0.00
12	Speciatics and Signage	\$2,400.00					\$0.00	\$2,400.00	\$0.00
13	Door Modifications	\$2,800.00					\$0.00	\$2,800.00	\$0.00
		\$320,977.00	\$0.00	\$30,487.20		\$0.00	\$30,487.20	\$290,489.80	\$1,524.36

Item #13.

SCHEDULE OF VALUES

AIA DOCUMENT G703

PAGE 2 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1

APPLICATION DATE: 6/30/2021

PERIOD FROM: 6/1/2021

TO: 6/30/2021

ARCHITECT'S PROJECT NO:

Bid #2021-05 Design/Build - ASACC Classroom Building Renovation CONTRACTOR: KBT Contracting Corp

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH C - G	I RETAINAGE
			Previous Applications	Applications					
1	Mobilization (Permits, Bond, Ins)	\$12,000.00			\$2,400.00		\$2,400.00	\$9,600.00	\$120.00
2	General Conditions	\$24,000.00			\$4,800.00		\$4,800.00	\$19,200.00	\$240.00
3	Exterior Doors	\$5,000.00					\$0.00	\$5,000.00	\$0.00
4	Plumbing	\$40,241.00					\$0.00	\$40,241.00	\$0.00
5	Electrical	\$4,000.00					\$0.00	\$4,000.00	\$0.00
6	HVAC - Exhaust System	\$3,000.00					\$0.00	\$3,000.00	\$0.00
7	Fire Strobes	\$1,000.00					\$0.00	\$1,000.00	\$0.00
8	Partitions	\$13,000.00					\$0.00	\$13,000.00	\$0.00
9	Specialties	\$3,600.00					\$0.00	\$3,600.00	\$0.00
10	Drywall and Paint	\$4,000.00					\$0.00	\$4,000.00	\$0.00
11	Tile work	\$11,000.00					\$0.00	\$11,000.00	\$0.00
		\$120,841.00	\$0.00	\$0.00	\$7,200.00	\$0.00	\$7,200.00	\$113,641.00	\$360.00

Item #13.

SCHEDULE OF VALUES

AIA DOCUMENT G703

PAGE 3 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulation below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1
 APPLICATION DATE: 6/30/2021
 PERIOD FROM: 6/1/2021
 TO: 6/30/2021
 ARCHITECT'S PROJECT NO: _____

Bid #2021-05 Design/Build - ASACC Classroom Building Renovation

CONTRACTOR: KBT Contracting Corp

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH C - G	I RETAINAGE
			Previous Applications	% G / C					
1	Mobilization (Permits, Bond, Ins)	\$1,821.00		\$364.20	\$364.20		\$364.20	\$1,456.80	\$18.21
2	General Conditions	\$3,642.00		\$728.40	\$728.40		\$728.40	\$2,913.60	\$36.42
3	Metal Stud, Insulation, Drywall	\$12,749.00		\$3,824.70	\$3,824.70		\$3,824.70	\$8,924.30	\$191.24
		\$18,212.00	\$0.00	\$4,917.30	\$4,917.30	\$0.00	\$4,917.30	\$13,294.70	\$245.87

Item #13.

SCHEDULE OF VALUES

AIA DOCUMENT G703

PAGE 4 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulation below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1
 APPLICATION DATE: 6/30/2021
 PERIOD FROM: 6/1/2021
 TO: 6/30/2021
 ARCHITECT'S PROJECT NO: _____

Bid #2021-05 Design/Build - ASACC Classroom Building Renovation

CONTRACTOR: KBT Contracting Corp

A ITEM No.	B DESCRIPTION OF WORK Modified by PO 2723354 Change Order #1 - Exterior Window Replacements	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH C - G	I RETAINAGE
			Previous Applications	% G / C					
1	Mobilization (Permits, Bond, Ins)	\$1,520.00		\$1,520.00			\$1,520.00	100.00%	\$76.00
2	General Conditions	\$3,040.00		\$1,520.00			\$1,520.00	50.00%	\$76.00
3	Demo old windows - Frame in/Trim	\$6,500.00		\$5,200.00			\$5,200.00	80.00%	\$260.00
4	Install new 3450 rated/insulated windows	\$3,340.00					\$0.00	0.00%	\$0.00
5	Paint exterior Trim Boxes	\$800.00					\$0.00	0.00%	\$0.00
		\$15,200.00	\$0.00	\$8,240.00	\$0.00	\$0.00	\$8,240.00	54.21%	\$6,960.00
									\$412.00

Item #13.



Change Order #1

June 10, 2021

TO: Steve Thomas

PROJECT: Design/Build – ASACC Classroom Building Renovation

Project #: 2021-05

Modify Additive Alt. 2 as presented in the bid for Design/Build - ASMCC Classroom Renovations from a bid price of \$30,500 to a price of \$15,200 with the following modifications:

- A) Window sills remain at same height in that it has been determined not necessary to lower for fire egress.
- B) Window size to be 48 +/- wide by 60" to 70" tall. Existing widths will not be modified. Final height will be determined by the most aesthetically correct considering the new height of interior ceilings and exterior components. This proposal is for the exterior to be siding with trim, not stucco.
- C) If approved, elevations of design will be given for review.

Thank You

Keith Timmons



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** July 6, 2021

FROM: Steve Thomas

SUBJECT: City Council approval to issue a Purchase Order to Jax Utilities Management, Inc in the amount of \$29,884.00 for a Stormwater Repair at the Augusta Savage Facility. *Steve Thomas*

BACKGROUND

The city had the parking lot designed by Toco Engineering at ASACC in October, 2020. The parking lot and associated drainage was constructed according to plan by Jax Utilities Management, Inc. After the significant amount of rainfall over the last month, a 48” storm pipe popped out of the ground around the new pond area.

Staff has had a discussion with Toco about the damages and they agreed that they were partially at fault and agreed to design the repair and to split the repair cost with the City 50/50. We asked Jax Utilities and Jeff’s Excavating to give us a quote to make the repairs. Jax Utilities provided a written quote of \$29,884.00 to make the repairs and Jeff’s Excavating provided a verbal quote of \$32,000.00. Due to the urgent nature of the repairs and because they are familiar with the project, staff is asking Council to award a purchase order to Jax Utilities in the amount of \$29,884.00 to complete the repairs.

Additionally, staff is requesting the Council waive the formal bid process for this item given the urgent nature of the repair as well as it would likely result in a higher overall price. This exception is allowed in Chapter 5 of the City’s Purchasing Policies and Procedures Manual adopted by Council in 2019.

FISCAL IMPACT

From Account # 001-1214-5006326; Total \$29,884.00; City Impact \$14,942.00

RECOMMENDATION

Approve a Purchase Order to Jax Utilities Management, Inc in the amount of \$29,884.00 for a Stormwater Repair at the Augusta Savage Facility.



Jax Utilities Management, Inc.
 8812 Alton Avenue
 Jacksonville, Florida 32211
 904-855-0111 FAX 904-855-0117
 jaxutilities@bellsouth.net

Estimate

Date	Estimate #
6/25/2021	04-1214A

Name / Address
City of Green Cove Springs Attn: Steve Thomas 321 Walnut Street Green Cove Springs, FL 32043

Ship To

Description	Qty	Cost	Total
Green Cove Springs Community City Drainage Adjustments 1107 Martin Luther King Jr. Blvd. Drainage Repair Per Attached Plans	1	29,884.00	29,884.00
Charles Freshwater ... Office:855-0111 Cell:813-3534		Total	\$29,884.00



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Meeting **MEETING DATE:** July 6, 2021
FROM: Scott Schultz, Asst. Water Utilities Director
SUBJECT: City Council approval of Contractor's Pay Request #2 for Williams Industrial Services, LLC, in the amount of \$459,854.82, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

BACKGROUND

On June 7, 2016, Council provided direction for staff to pursue "Scenario #3" (See excerpt from the June 7th staff report) sewer system expansion/improvements.

Excerpt from the June 7, 2016 Staff Report

"At the October 20, 2015 meeting, Council authorized submittal of a loan application under the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program for the "Phase I" planning portion of the project which would be completed by Mittauer & Associates. In addition, the Council approved a task order to Mittauer & Associates to prepare the planning documents necessary to secure capital financing under the SRF Program to complete a Facilities Plan, Environmental Plan, Capital Financing Plan, and associated Special Studies."

The staff report reviewed additional aspects of the analysis to date, and summarized three main development scenarios the City was considering. They are outlined as follows:

- Scenario 1: AWWTP only (no reclaimed water improvements)
- Scenario 2: AWWTP and Reclaimed Water System Improvements
- Scenario 3: AWWTP, Reclaimed Water System, and Existing Collection System Improvements

As a result of the discussions and preliminary analysis, the City selected Scenario 3, which had the following implications:

"Scenario 3 – AWWTP, reclaimed water system improvements and collection system improvements (repair and replacement of clay lines city-wide)

Project Cost	\$35,181,000
Loan Amount	\$28,681,000
Retained Earnings	\$1,000,000
Impact Fee Revenue	\$1,200,000
Grants	\$4,300,000
Annual Loan Payment	\$1,316,100"

The costs are planning-level values and the annual loan payment will be based on final bid prices, interest rates at the time of construction loan acquisition, and accumulated grants/retained earnings/impact-fee revenue. Each scenario was reviewed with the following common variables: All scenarios assumed a 2%

increase in the number of wastewater customers each year through FY'20 and a 0.5% increase each year from FY'21 through FY'25. All scenarios assumed \$6,500,000 available in grant funding, retained earnings, and impact fee revenue dedicated to the project up front in order to reduce the total loan repayment amount. Retained earnings is estimated at \$1,000,000. Impact fee revenue is estimated at \$1,200,000. Grant funding from all sources is estimated at \$4,300,000. Although, as indicated earlier in this writing, we may qualify for 45% grant funds from SRF, the total dollar amount available each year for grant funding is limited. Staff feels that \$4,300,000 is a reasonably conservative and prudent estimate as to the amount of grant dollars we may receive. However, depending on the number of projects funded by the SRF program in the next two years and the amount of grant funding available, that number can certainly increase. All scenarios assume a 2.2%, 30-year loan repayment which is in line with the Capital Financing Plan formulas. However, based on recent interest rate history in the SRF program and use of interest rate buy-downs such as requiring Davis-Bacon wage requirements and Buy-American provisions of the contractor, we may be able to realize lower interest rates when our loan is actually processed. The 30-year loan timeline contemplates repayments from FY'21 through FY'50. Reynolds Park re-development is not factored in to any of the scenarios.

On August 10, 2016, SRF staff approved SRF Project # 100400 granting the City of Green Cove Springs a \$2,261,200.00 loan with a principal forgiveness amount of \$1,491,035.00 to address the project's design, permitting, and SSES needs. These tasks were completed and the project has been completed / closed.

On October 18, 2016, the City Council adopted after second and final reading, Ordinance O-13-2016, authorizing the expenditures of up to \$34,158,100.00 for capital improvements to the City's wastewater treatment, wastewater collection and reclaimed water systems

On August 8, 2018, FDER SRF staff approved SRF Project # 100400 granting the City of Green Cove Springs a \$6,120,600.00 loan with a principal forgiveness amount of \$4,063,425.00 for Phase I Construction which includes reclaimed water, electrical and improvements to Lift Stations #2 and #4.

On October 2, 2018 Council approved Resolution No. R-29-2018, a Resolution authorizing staff to submit and mayor to execute a loan application to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) loan program for Phase I Construction of the Consolidated Advanced Wastewater Treatment Plant (AWWTP) and associated Lift Station Improvements.

On December 4, 2018, council approved and authorized the execution of the contract for SRF Project # 100400 granting the City of Green Cove Springs a \$6,120,600.00 loan with a principal forgiveness amount of \$4,063,425.00 for Phase I Construction which includes reclaimed water, electrical and improvements to Lift Stations #2 and #4.

On March 19, 2019, Council approved bid tabulations and awarded Sawcross the plant portion, and R2T the lift station portion, of the Phase I construction.

Phase I construction being completed in May of 2020, Council authorized staff to submit a Request for Inclusion (RFI) to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) for Construction Phase II, which includes construction of a 1.25 million gallon per day (MGD) - annual average daily flow (AADF), advanced wastewater treatment facility (AWWTF), in the amount of \$18,165,500.00.

On August 12, 2020, the FDEP SRF program awarded the City a \$12,000,000.00, 20 year loan, with \$4,452,835.00 in principal forgiveness (grant). Due to a limitation of available funds, the SRF program withheld \$6,186,500.00 in requested funds, which will be reviewed for award and addition to the current loan the next award period.

On 10/6/2020 City Council approved Resolution No. R-27-2020, a Resolution authorizing staff to submit and Mayor to execute the loan application for SRF Loan # 100401 to the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) loan program for Phase II Construction of the Consolidated

Advanced Wastewater Treatment Plant (AWWTP) in the amount of \$12,000,000.00 with a principal forgiveness (grant) amount of \$4,452,835.00 providing for an actual repayment amount of \$7,547,165.00.

On 1/19/2021 the City Council approved of, and authorized the Mayor, City Attorney and City Clerk to execute, the Clean Water State Revolving Fund (SRF), Construction Loan Agreement WW100420, Grant Agreement SG 100421 for Phase II Construction of the Consolidated Advanced Wastewater Treatment Plant (AWWTP) in the amount of \$12,000,000.00 with a principal forgiveness (grant) amount of \$4,452,835.00 providing for an actual repayment amount of \$7,547,165.00. The original loan request was for \$18,106,500.00. Due to limited funds, the SRF program limited the award to \$12,000,000.00, with the plan to award the city an additional \$6,106,500.00 in July 2021.

On February 2, 2021, eight Sealed Bids were opened for the construction of the above referenced project. Williams Industrial was determined to be the lowest qualified bidder. The estimated budget / original SRF loan request was for \$18,106,500.00. This project came in under projected budget, including the Additive Alternates.

On 2/10/2021 Council approved the Engineer's Recommendation of Award to Williams Industrial Services, LLC, in the amount of \$15,426,644.33, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.

Council approved Contractor's Pay Request #1 in the amount of \$669,305.42 for Williams Industrial on 6/16/2021

FISCAL IMPACT

\$459,854.82 from the Wastewater CIP Budget

RECOMMENDATION

Approve Contractor's Pay Request #2 for Williams Industrial Services, LLC, in the amount of \$459,854.82, for the Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF), Harbor Road Water Reclamation Facility (WRF) Expansion, Phase 2, SRF Agreement No. WW1000420.



MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

June 30, 2021

VIA EMAIL

Mr. Scott Schultz, Assistant Water Utilities Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

RE: Contractor's Pay Request No. 2
DEP SRF Harbor Road WRF Expansion, Ph. 2
SRF Agreement No. WW100420
City of Green Cove Springs, Florida
Mittauer & Associates, Inc. Project No. 8905-56-1

Dear Mr. Schultz:

We have reviewed Pay Request No. 2 from Williams Industrial Services, LLC and find it acceptable. We have, accordingly, indicated our approval and are forwarding an electronic copy to you for approval and payment. This pay request totals \$459,854.82.

Please do not hesitate to call should you have any questions.

Sincerely yours,
Mittauer & Associates, Inc.

Jason R. Shepler, P.E.
Vice President of Environmental Services

JRS/pj
Enclosure
cc: Williams Industrial Services, LLC

RECEIVED
JUN 29 2021
Mittauer & Assoc., Inc.

Item #15.



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 02

Application Period:	5/21/2021-06/27/2021	Application Date:	06/29/2021
From (Contractor):	Williams Industrial Services, LLC	Via (Engineer):	Mittauer & Associates, Inc.
Contract:	DEP SRF Harbor Road WRF Expansion, Ph. 2	Engineer's Project No.:	8905-56-1
SRF Agreement No.:	WW100420	Contractor's Project No.:	46300001

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
TOTALS			
NET CHANGE BY CHANGE ORDERS			

1. ORIGINAL CONTRACT PRICE..... \$ 15,426,644.00
2. Net change by Change Orders..... \$
3. Current Contract Price (Line 1 ± 2)..... \$ 15,426,644.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 1,188,588.15
5. RETAINAGE:
 - a. 5% Work Completed..... \$ 59,427.91
 - b. Stored Material..... \$ 59,427.91
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$ 1,129,160.24
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 669,305.42
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 459,854.82
8. AMOUNT DUE THIS APPLICATION..... \$ 14,297,483.76
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Alan Williams Date: 06/29/2021

Alan Williams, Project Manager

Payment of: \$ 159,854.82 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] Date: 6/30/21

Jason R. Stepler, P.E.
Mittauer & Associates, Inc.

Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date)

Approved by: _____ (Date)

Funding or Financing Entity (if applicable) _____ (Date)

Modified per Mittauer Associates, Inc.
EJCDC® C-620 Contractor's Application for Payment
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00620-1

8905-56-1

GREEN COVE WWTF UPGRADES PROJECT

CONTRACTOR:
 PROJECT NO. 8905-56-1
 WILLIAMS INDUSTRIAL CONTRACTORS, LLC.
 MITTAUER & ASSOCIATES PROJECT NO.
 1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
DIVISION 1 - GENERAL REQUIREMENTS							
1 BONDS / BUILDER'S RISK INSURANCE	\$ 349,520.94	\$ 349,520.94		100%	\$ 349,520.94	\$ -	\$ 17,476.05
2 MOBILIZATION	\$ 123,360.33	\$ 123,360.33		100%	\$ 123,360.33	\$ -	\$ 6,168.02
3 DEMOBILIZATION	\$ 82,240.22			0%	\$ -	\$ 82,240.22	\$ -
4 START-UP & TEST PLANT	\$ 164,480.44			0%	\$ -	\$ 164,480.44	\$ -
5 SOIL & CONCRETE TESTING	\$ 123,360.33			0%	\$ -	\$ 123,360.33	\$ -
6 SITEWORK	\$ 1,254,163.36		\$ 62,708.17	5%	\$ 62,708.17	\$ 1,191,455.19	\$ 3,135.41
7 UNDERGROUND PIPING	\$ 945,762.53	\$ 58,801.76	\$ 205,000.00	28%	\$ 263,801.76	\$ 681,960.77	\$ 13,190.09
8 ABOVE GROUND PIPING	\$ 575,681.54			0%	\$ -	\$ 575,681.54	\$ -
9 LANDSCAPING/ RETAINING WALL BLOCK	\$ 328,960.88			0%	\$ -	\$ 328,960.88	\$ -
10 FENCING	\$ 164,480.44		\$ 73,358.28	45%	\$ 73,358.28	\$ 91,122.16	\$ 3,667.91
DIVISION 2 - INFLUENT STRUCTURE							
1 EXCAVATION	\$ 10,995.88			0%	\$ -	\$ 10,995.88	\$ -
2 UNDERSLAB FLOOR DRAINS	\$ 10,995.88			0%	\$ -	\$ 10,995.88	\$ -
3 STRUCTURE WALLS & ELEVATED SLABS	\$ 109,958.80			0%	\$ -	\$ 109,958.80	\$ -
4 FOUNDATIONS	\$ 109,958.80			0%	\$ -	\$ 109,958.80	\$ -
5 ERECT ACCESS STAIRS AND HANDRAILS	\$ 54,979.40			0%	\$ -	\$ 54,979.40	\$ -
6 MISC METALS	\$ 27,489.70			0%	\$ -	\$ 27,489.70	\$ -
7 EQUIPMENT	\$ 27,489.70		\$ 4,123.46	15%	\$ 4,123.46	\$ 23,366.24	\$ 206.17
8 PIPING	\$ 197,925.84			0%	\$ -	\$ 197,925.84	\$ -
DIVISION 3 - OXIDATION DITCH							
1 OXIDATION DITCH FLOOR	\$ 754,200.00		\$ 9,050.40	1%	\$ 9,050.40	\$ 745,149.60	\$ 452.52
OXIDATION DITCH OUTER ST. WALLS	\$ 754,200.00		\$ 9,050.40	1%	\$ 9,050.40	\$ 745,149.60	\$ 452.52

RE SUBMITTALS FOR VENDOR ENGINEERING

GREEN COVE WWTF UPGRADES PROJECT

CONTRACTOR:

PROJECT NO. 8905-56-1

WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
3 OXIDATION DITCH INTERNAL WALLS	\$ 754,200.00		\$ 9,050.40	1%	\$ 9,050.40	\$ 745,149.60	\$ 452.52
4 OXIDATION DITCH CIRCULAR END WALLS	\$ 565,650.00		\$ 6,787.80	1%	\$ 6,787.80	\$ 558,862.20	\$ 339.39
5 OXIDATION DITCH DECKS & COLUMNS	\$ 377,100.00			0%	\$ -	\$ 377,100.00	\$ -
6 OXIDATION DITCH WALKWAYS	\$ 377,100.00		\$ 3,771.00	1%	\$ 3,771.00	\$ 373,329.00	\$ 188.55
7 OXIDATION DITCH ACCESSORIES & PAINTING	\$ 188,550.00			0%	\$ -	\$ 188,550.00	\$ -
<u>DIVISION 4 - CLARIFIER FLOW SPLITTER</u>							
1 EXCAVATION	\$ 2,376.00			0%	\$ -	\$ 2,376.00	\$ -
2 UNDERSLAB PIPING	\$ 3,564.00			0%	\$ -	\$ 3,564.00	\$ -
3 FOUNDATIONS & WALLS	\$ 35,640.00			0%	\$ -	\$ 35,640.00	\$ -
4 MISC METALS	\$ 5,940.00			0%	\$ -	\$ 5,940.00	\$ -
5 STRUCTURAL	\$ 7,128.00			0%	\$ -	\$ 7,128.00	\$ -
6 MECHANICAL	\$ 16,632.00			0%	\$ -	\$ 16,632.00	\$ -
7 PIPING	\$ 47,520.00			0%	\$ -	\$ 47,520.00	\$ -
<u>DIVISION 5 - CLARIFIERS</u>							
1 EXCAVATION	\$ 23,035.20			0%	\$ -	\$ 23,035.20	\$ -
2 UNDERSLAB CONCRETE ENCASED PIPING	\$ 34,552.80			0%	\$ -	\$ 34,552.80	\$ -
3 FOUNDATIONS W/ UNDERDRAINS	\$ 230,352.00			0%	\$ -	\$ 230,352.00	\$ -
4 STRUCTURAL CONCRETE WALLS	\$ 230,352.00		\$ 7,279.12	3%	\$ 7,279.12	\$ 223,072.88	\$ 363.96
5 MISC METALS	\$ 57,588.00			0%	\$ -	\$ 57,588.00	\$ -
6 CLARIFIER EQUIPMENT	\$ 115,176.00		\$ 1,497.29	1%	\$ 1,497.29	\$ 113,678.71	\$ 74.86
7 PIPING	\$ 460,704.00			0%	\$ -	\$ 460,704.00	\$ -
<u>DIVISION 6 - RAS/WAS PUMP STATION</u>							

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 MITTAUER & ASSOCIATES PROJECT NO.
 1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
1 EXCAVATION	\$ 4,063.20			0%	\$ -	\$ 4,063.20	\$ -
2 FOUNDATIONS	\$ 50,790.00			0%	\$ -	\$ 50,790.00	\$ -
3 ERECT BUILDING	\$ 40,632.00			0%	\$ -	\$ 40,632.00	\$ -
4 PUMPS	\$ 6,094.80			0%	\$ -	\$ 6,094.80	\$ -
5 MECHANICAL	\$ 20,316.00			0%	\$ -	\$ 20,316.00	\$ -
6 PIPING	\$ 81,264.00			0%	\$ -	\$ 81,264.00	\$ -
DIVISION 7 - FILTERS							
1 EXCAVATION	\$ 11,496.00			0%	\$ -	\$ 11,496.00	\$ -
2 FOUNDATIONS, WALLS & ELEVATED DECK	\$ 114,960.00			0%	\$ -	\$ 114,960.00	\$ -
3 SET FILTERS & DRIVE MOTORS	\$ 86,220.00			0%	\$ -	\$ 86,220.00	\$ -
4 MISC METALS	\$ 28,740.00			0%	\$ -	\$ 28,740.00	\$ -
5 WEIRS	\$ 17,244.00			0%	\$ -	\$ 17,244.00	\$ -
6 MECHANICAL	\$ 57,480.00			0%	\$ -	\$ 57,480.00	\$ -
7 PIPING	\$ 229,920.00			0%	\$ -	\$ 229,920.00	\$ -
8 PUMPS	\$ 28,740.00			0%	\$ -	\$ 28,740.00	\$ -
DIVISION 8 - CHLORINE CONTACT CHAMBER							
1 EXCAVATION	\$ 3,180.60			0%	\$ -	\$ 3,180.60	\$ -
2 SET CHEMICAL VAULT	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
3 UNDERSLAB DRAIN PIPING	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
4 FOUNDATIONS & WALLS	\$ 39,757.50			0%	\$ -	\$ 39,757.50	\$ -
5 STRUCTURAL	\$ 15,903.00			0%	\$ -	\$ 15,903.00	\$ -
6 MISC METALS	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
7 CHLORINE PUMPS	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -

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 1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
8 MECHANICAL	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
9 EFFLUENT PUMPS	\$ 7,951.50			0%	\$ -	\$ 7,951.50	\$ -
10 PIPING	\$ 52,479.90			0%	\$ -	\$ 52,479.90	\$ -
<u>DIVISION 11 - CHEMICAL FEED & STORAGE FACILITIES</u>							
1 EXCAVATION	\$ 5,032.80			0%	\$ -	\$ 5,032.80	\$ -
2 SET CATCH BASINS	\$ 7,549.20			0%	\$ -	\$ 7,549.20	\$ -
3 FOUNDATIONS W/ UNDERDRAINS	\$ 50,328.00			0%	\$ -	\$ 50,328.00	\$ -
4 PRECAST CONCRETE BOXES	\$ 12,582.00			0%	\$ -	\$ 12,582.00	\$ -
5 CHEMICAL STORAGE TANKS	\$ 25,164.00			0%	\$ -	\$ 25,164.00	\$ -
6 MISC METALS	\$ 12,582.00			0%	\$ -	\$ 12,582.00	\$ -
7 ERECT PEMB	\$ 50,328.00			0%	\$ -	\$ 50,328.00	\$ -
8 PIPING	\$ 88,074.00			0%	\$ -	\$ 88,074.00	\$ -
<u>DIVISION 12 - IN-PLANT / TRANSFER PUMP STATION & VAC CON</u>							
1 EXCAVATION	\$ 13,062.00			0%	\$ -	\$ 13,062.00	\$ -
2 WET WELL	\$ 65,310.00			0%	\$ -	\$ 65,310.00	\$ -
3 MISC METALS	\$ 26,124.00			0%	\$ -	\$ 26,124.00	\$ -
4 PUMPS	\$ 26,124.00			0%	\$ -	\$ 26,124.00	\$ -
5 PIPING	\$ 130,620.00			0%	\$ -	\$ 130,620.00	\$ -
<u>DIVISION 13 - AEROBIC DIGESTERS</u>							
1 DEMO MECHANICAL PIPING	\$ 14,340.00			0%	\$ -	\$ 14,340.00	\$ -
2 AERATORS & MOORING ARMS	\$ 143,400.00	\$ 123,324.00		86%	\$ 123,324.00	\$ 20,076.00	\$ 6,166.20

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DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
3 SUPERNATE DISCHARGE BOX	\$ 14,340.00			0%	\$ -	\$ 14,340.00	\$ -
4 AERATORS INSTALL	\$ 20,076.00			0%	\$ -	\$ 20,076.00	\$ -
5 UNDERGROUND DI PIPING	\$ 71,700.00			0%	\$ -	\$ 71,700.00	\$ -
6 INSTALL TELESCOPING VALVES	\$ 22,944.00			0%	\$ -	\$ 22,944.00	\$ -
DIVISION 14 - OPERATIONS BUILDING							
1 EXCAVATION	\$ 12,150.00			0%	\$ -	\$ 12,150.00	\$ -
2 FOUNDATIONS	\$ 121,500.00			0%	\$ -	\$ 121,500.00	\$ -
3 STRUCTURAL PEMB	\$ 121,500.00			0%	\$ -	\$ 121,500.00	\$ -
4 CMU BLOCK	\$ 30,375.00			0%	\$ -	\$ 30,375.00	\$ -
5 ERECT TRUSSES AND METAL ROOF	\$ 36,450.00			0%	\$ -	\$ 36,450.00	\$ -
6 HVAC	\$ 78,975.00			0%	\$ -	\$ 78,975.00	\$ -
7 PLUMBING	\$ 72,900.00			0%	\$ -	\$ 72,900.00	\$ -
8 INSTALL LAB MATERIALS	\$ 30,375.00			0%	\$ -	\$ 30,375.00	\$ -
9 ARCHITECTURAL ITEMS	\$ 72,900.00			0%	\$ -	\$ 72,900.00	\$ -
10 SECURITY SYSTEM	\$ 30,375.00			0%	\$ -	\$ 30,375.00	\$ -
DIVISION 16 - LINE CREW BUILDING							
1 EXCAVATION	\$ 18,062.18			0%	\$ -	\$ 18,062.18	\$ -
2 FOUNDATIONS	\$ 180,621.80			0%	\$ -	\$ 180,621.80	\$ -
3 STRUCTURAL PEMB	\$ 198,683.98			0%	\$ -	\$ 198,683.98	\$ -
4 CMU BLOCK	\$ 54,186.54			0%	\$ -	\$ 54,186.54	\$ -
5 METAL SIDING	\$ 18,062.18			0%	\$ -	\$ 18,062.18	\$ -
6 HVAC	\$ 108,373.08			0%	\$ -	\$ 108,373.08	\$ -
7 PLUMBING	\$ 72,248.72			0%	\$ -	\$ 72,248.72	\$ -

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DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
8 MISC METALS	\$ 45,155.45			0%	\$ -	\$ 45,155.45	\$ -
9 CASEWORK & CABINETS	\$ 63,217.63			0%	\$ -	\$ 63,217.63	\$ -
10 ARCHITECTURAL ITEMS	\$ 144,497.44			0%	\$ -	\$ 144,497.44	\$ -
<u>DIVISION 17 - ELECTRICAL</u>							
1 MOBILIZATION & TEMPORARY POWER	\$ 49,520.00	\$ 49,520.00		100%	\$ 49,520.00	\$ -	\$ 2,476.00
2 SUBMITTALS	\$ 24,760.00		\$ 23,522.00	95%	\$ 23,522.00	\$ 1,238.00	\$ 1,176.10
3 GENERAL CONDITIONS	\$ 99,040.00		\$ 14,856.00	15%	\$ 14,856.00	\$ 84,184.00	\$ 742.80
4 TESTING, START-UP, & CHECKOUT	\$ 49,520.00			0%	\$ -	\$ 49,520.00	\$ -
5 LIGHTNING PROTECTION	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
6 DEMOBILIZATION	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
7 MANHOLES	\$ 49,520.00		\$ 6,932.80	14%	\$ 6,932.80	\$ 42,587.20	\$ 346.64
8 INSTALL MANHOLES	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
9 ELECTRICAL GEAR	\$ 1,089,440.00			0%	\$ -	\$ 1,089,440.00	\$ -
10 INSTALL ELECTRICAL EQUIPMENT	\$ 74,280.00			0%	\$ -	\$ 74,280.00	\$ -
11 LIGHTING	\$ 74,280.00			0%	\$ -	\$ 74,280.00	\$ -
12 INSTALL LIGHTING	\$ 49,520.00			0%	\$ -	\$ 49,520.00	\$ -
13 UNDERGROUND CONDUIT & EXCAVATION	\$ 247,600.00		\$ 47,044.00	19%	\$ 47,044.00	\$ 200,556.00	\$ 2,352.20
14 SURFACE CONDUIT	\$ 173,320.00			0%	\$ -	\$ 173,320.00	\$ -
15 WIRE & TERMINATIONS	\$ 198,080.00			0%	\$ -	\$ 198,080.00	\$ -
16 GROUNDING	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
17 SECURITY CONDUIT & WIRE	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
18 LINE CREW LIGHTING	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
19 LINE CREW INSTALL LIGHTING	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
20 LINE CREW UNDERGROUND CONDUIT & EXCAVATION	\$ 49,520.00			0%	\$ -	\$ 49,520.00	\$ -

GREEN COVE WWTF UPGRADES PROJECT

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WILLIAMS INDUSTRIAL CONTRACTORS, LLC.

MITTAUER & ASSOCIATES PROJECT NO.

1277 HARBOR RD GREEN COVE SPRINGS, FL 32043

DESCRIPTION	TOTAL VALUE \$	PREVIOUS WORK COMPLETE	CURRENT WORK COMPLETE	% COMPLETE	\$ VALUE COMPLETED	\$ BALANCE TO FINISH	RETAINAGE 5%
21 LINE CREW SURFACE CONDUIT	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
22 LINE CREW WIRE & TERMINATIONS	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
23 LINE CREW GROUNDING	\$ 24,760.00			0%	\$ -	\$ 24,760.00	\$ -
TOTAL	\$ 15,426,644.00	\$ 704,527.03	\$ 484,031.12	5%	\$ 1,188,558.15	\$ 14,238,085.86	\$ 59,427.91

Contractor's Application

Stored Material Summary

For (Contract):		DFP SRF Harbor Road WRF Expansion, Ph. 2 SRF Agreement No. WW100420 City of Green Cove Springs, Florida									
Application Period:		05/21/2021-06/29/2021									
Application Number:		02									
Application Date:		06/29/2021									
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	D		E	F		G	
					Date Placed into Storage (Month/Year)	Stored Previously Amount (\$)		Amount Stored this Month (\$)	Incorporated in Work Date (Month/Year)		Subtotal Amount Completed and Stored to Date (D + E)
16		Subm. No. 29	Subcontractor	Fencing Materials	06/01/2021		58,360.60			58,360.60	
	1845357-2	Multiple	Green Cove	Pipe fittings	06/07/2021		3,095.20			3,095.20	
	1845357-3	Multiple	Green Cove	Pipe fittings	06/11/2021		4,781.66			4,781.66	
	1843668	Multiple	Green Cove	Pipe fittings	06/12/2021		76,156.51			76,156.51	
	1855262	Multiple	Green Cove	Pipe fittings	06/17/2021		27,469.45			27,469.45	
	1845244	Multiple	Green Cove	Pipe fittings	06/18/2021		37,059.47			37,059.47	
	1845135-1	Multiple	Green Cove	Pipe fittings	06/23/2021		1,816.32			1,816.32	
	1845822	Multiple	Green Cove	Piping & fittings	05/26/2021		54,116.18			54,116.18	
Totals										262,855.39	262,855.39

Modified per Mittauer Associates, Inc.
EJCDC® C-620 Contractor's Application for Payment
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00620-3

Invoice 16

RFE Construction & Fence Services
 4622 Castlewood Dr E
 Jacksonville, Florida 32206
 JSEB, DBE, & MBE Certified
 Phone (904) 613-1752 Fax (904) 354-7922
ronetheridge@hotmail.com

DATE: 5/24/2021

Williams Industrial Services group, LLC
 Att: Accounts Payable Manager
 100 Crescent Centre, Parkway, Suite 1240
 Tucker, GA 30084

Subcontract# 46300001SC07

DESCRIPTION	AMOUNT
Harbor Road WRF Expansion Phase 2 (City Of Green Cove)	
#46300001SC07	
• 630 LF of 8ft Composite PVC Fence (Fence Material)	\$58,360.60
Wells Fargo (Banking Info)	
999805642 (Account Number)	
121000248 (Wire)	
TOTAL	\$58,360.60

Thank you for your business!

FERGUSON®

WATERWORKS

9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845357-2	\$3,095.20	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW #149
 PO BOX 100286
 ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
 100 CRESCENT CENTRE PKWY #1240
 HARBOR RD WRF EXPANSION
 TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
 1277 HARBOR RD
 HARBOR RD WRF EXPANSION
 GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLOCAP	463000012009	JGS	HARBOR RD WRF EXPANSION	06/07/21	104544D
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT
1	0	DMJ9LA24	Source Order#: 1845244 RIVER OUTFALL			EA	0.00
1	0	DMJTLA20	DOM 24 MJ C153 90 BEND L/A			EA	0.00
2	0	DMJ9LA16	DOM 16 MJ C153 90 BEND L/A			EA	0.00
4	4	DMJ4LA16	DOM 16 MJ C153 45 BEND L/A REUSE LINE WATER DRAINAGE		730.000	EA	2920.00
INVOICE SUB-TOTAL							2920.00
TAX						Florida 5000 Cap Met	175.20
<p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p>							

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TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$3,095.20
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to

FERGUSON®

WATERWORKS

9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845357-3	\$4,781.66	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149
 PO BOX 100286
 ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
 100 CRESCENT CENTRE PKWY #1240
 HARBOR RD WRF EXPANSION
 TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
 1277 HARBOR RD
 HARBOR RD WRF EXPANSION
 GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLOCAP	463000012009	JGS	HARBOR RD WRF EXPANSION	06/11/21	104587D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1845244 RIVER OUTFALL			
1	1	DMJ9LA24	DOM 24 MJ C153 90 BEND L/A	2613.000	EA	2613.00
1	0	DMJTLA20	DOM 20 MJ C153 TEE L/A		EA	0.00
2	2	DMJ9LA16	DOM 16 MJ C153 90 BEND L/A	949.000	EA	1898.00
INVOICE SUB-TOTAL						4511.00
TAX				Florida 5000 Cap Met		270.66

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

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TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$4,781.66
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WATERWORKS

9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1843668	\$76,156.51	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149
 PO BOX 100286
 ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
 100 CRESCENT CENTRE PKWY #1240
 HARBOR RD WRF EXPANSION
 TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
 1277 HARBOR RD
 HARBOR RD WRF EXPANSION
 GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FL2CLA	463000012032	JGS	HARBOR RD WRF EXPANSION	06/12/21	104594D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1		1 AFC2612DLAFTM	12 DI MJ RW OL SS TAPN VLV L/A	2221.000	EA	2221.00
6		6 AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	494.000	EA	2964.00
1		1 AFC2604DLAFTM	4 DI MJ RW OL SS TAPN VLV L/A	465.000	EA	465.00
1		1 AFCB84BOL	5-1/4 VO B84B HYD 3'6 OL GCSPRNGS	1600.000	EA	1600.00
1		1 AFC2516MMLAOLBG	16 DI MJ RW OL GATE VLV L/A W/ BG	5200.000	EA	5200.00
2		2 AFC2524MMLAOLBG	24 DI MJ RW OL GATE VLV L/A W/ BG CONFIRM ORIENTATION	14100.000	EA	28200.00
3		3 AFC2518MMLAOLBG	18 DI MJ RW OL GATE VLV L/A W/ BG	10375.000	EA	31125.00
INVOICE SUB-TOTAL						71775.00
				TAX	Clay	4381.51

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TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$76,156.51
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9692 FLORIDA MINING BLVD W
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 JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1855262	\$27,469.45	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149
 PO BOX 100286
 ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
 100 CRESCENT CENTRE PKWY #1240
 HARBOR RD WRF EXPANSION
 TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
 1277 HARBOR RD
 HARBOR RD WRF EXPANSION
 GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLOCAP	463000012032	JGS	HARBOR RD WRF EXPANSION	06/17/21	IO 104640D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
200	200	DR18GP10	10 C900 DR18 PVC GJ GREE PIPE	20.270	FT	4054.00
200	200	DR18GPX	8 C900 DR18 PVC GJ GREE PIPE	13.510	FT	2702.00
560	800	DR18GPU	6 C900 DR18 PVC GJ GREE PIPE	7.850	FT	6280.00
20	20	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE	3.880	FT	77.60
20	20	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	7.850	FT	157.00
440	0	DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE		FT	0.00
780	780	DR18PPP	4 C900 DR18 PVC GJ PURP PIPE	3.880	FT	3026.40
42	42	SDR26HWSP1214	12X14 SDR26 HW PVC GJ SWR PIPE	18.910	FT	794.22
1022	1022	SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	8.460	FT	8646.12
84	84	SDR26HWSP14	4X14 SDR26 HW PVC GJ SWR PIPE	2.110	FT	177.24
INVOICE SUB-TOTAL						25914.58
				TAX	Florida 5000 Cap Met	1554.87

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TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$27,469.45
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 JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845244	\$37,059.47	59035	1 of 2

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW #149
 PO BOX 100286
 ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
 100 CRESCENT CENTRE PKWY #1240
 HARBOR RD WRF EXPANSION
 TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
 1277 HARBOR RD
 HARBOR RD WRF EXPANSION
 GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FL2CLA	463000012032	JGS	HARBOR RD WRF EXPANSION	06/18/21	104650D
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
			ALL DOMESTIC				
			PERMOX LINED				
1	0	DMJ4P4LA20	DOM 20 MJ C153 P-401 45 BEND L/A		EA	0.00	
1	0	DMJ9P4LA20	DOM 20 MJ C153 P-401 90 BEND L/A		EA	0.00	
1	0	DMJTP4LA2012	DOM 20X12 MJ C153 P-401 TEE L/A		EA	0.00	
1	0	DMJRP4LA2016	DOM 20X16 MJ C153 P-401 RED L/A		EA	0.00	
1	1	DMJ4P4LA16	DOM 16 MJ C153 P-401 45 BEND L/A	1159.000	EA	1159.00	
1	1	DMJLSP4LA16	DOM 16 MJ C153 P-401 LONG SLV L/A	1159.000	EA	1159.00	
1	1	DMJ4P4LA12	DOM 12 MJ C153 P-401 45 BEND L/A	600.000	EA	600.00	
1	0	DMJ9P4LA12	DOM 12 MJ C153 P-401 90 BEND L/A		EA	0.00	
1	1	DMJTP4LAXU	DOM 8X6 MJ C153 P-401 TEE L/A	400.000	EA	400.00	
1	1	DMJRP4LAXU	DOM 8X6 MJ C153 P-401 RED L/A	260.000	EA	260.00	
1	1	DMJ9P4LAX	DOM 8 MJ C153 P-401 90 BEND L/A	332.000	EA	332.00	
2	1	DMJ9P4LAU	DOM 6 MJ C153 P-401 90 BEND L/A	234.000	EA	234.00	
1	0	DMJCRP4LAU	DOM 6 MJ C153 P-401 CRS L/A		EA	0.00	
9	9	DMJ4P4LAU	DOM 6 MJ C153 P-401 45 BEND L/A	210.000	EA	1890.00	
1	1	DMJSCAPP4LAU	DOM 6 MJ C153 P-401 SLD CAP L/A	151.000	EA	151.00	
1	1	SP-DMJCRP4LAM	3" DOM P-401 CROSS MJ C153	450.000	EA	450.00	
1	1	DMJTP4LAM	DOM 3 MJ C153 P-401 TEE L/A	201.000	EA	201.00	
3	3	DMJ9P4LAM	DOM 3 MJ C153 P-401 90 BEND L/A	152.000	EA	456.00	
1	1	DMJRP4LAPM	DOM 4X3 MJ C153 P-401 RED L/A	215.000	EA	215.00	
1	1	DMJYP4LAPM	DOM 4X3 MJ C153 P-401 WYE L/A	134.000	EA	134.00	
1	1	DMJ4P4LAM	DOM 3 MJ C153 P-401 45 BEND L/A	71.000	EA	71.00	
2	2	DMJTP4LAPM	DOM 4X3 MJ C153 P-401 TEE L/A	201.000	EA	402.00	
1	0	DFCROSS24	DOM 24 DI 125# C110 FLG CRS		EA	0.00	
			1" TAP				
1	0	DMJTP4LA24	DOM 24 MJ C153 P-401 TEE L/A		EA	0.00	
1	0	DDMT2414CTF	24X14 MJ C153 PERMOX TEE L/A *X		EA	0.00	
1	0	DMJELRLA2414	DOM 24X14 MJ C153 RED EPOX		EA	0.00	
1	0	DMJRP4LA2416	DOM 24X16 MJ C153 P-401 RED L/A		EA	0.00	
1	1	DMJSCAPP4LA24	DOM 24 MJ C153 P-401 SLD CAP L/A	1447.000	EA	1447.00	
1	0	DMJCRP4LA16	DOM 16 MJ C153 P-401 CRS L/A		EA	0.00	
2	2	DMJTP4LA1612	DOM 16X12 MJ C153 P-401 TEE L/A	1662.000	EA	3324.00	
1	0	DMJRP4LA1614	DOM 16X14 MJ C153 P-401 RED L/A		EA	0.00	
4	0	DMJ9P4LA14	DOM 14 MJ C153 P-401 90 BEND L/A		EA	0.00	
1	1	DMJ4P4LA14	DOM 14 MJ C153 P-401 45 BEND L/A	1089.000	EA	1089.00	
1	0	DMJSP416	DOM 16 MJ C153 P-401 SLD PLUG		EA	0.00	
2	0	DMJELP9LA24	DOM 24 MJXPE 90 C153 BEND EPOX		EA	0.00	
3	0	DMJ9P4LA10	DOM 10 MJ C153 P-401 90 BEND L/A		EA	0.00	
10	10	DMJ4P4LA10	DOM 10 MJ C153 P-401 45 BEND L/A	395.000	EA	3950.00	
1	1	DMJSCAPP4LA10	DOM 10 MJ C153 P-401 SLD CAP L/A	331.000	EA	331.00	
2	0	DMJLSP4LA18	DOM 18 MJ C153 P-401 LONG SLV L/A		EA	0.00	
10	0	DMJ9P4LA18	DOM 18 MJ C153 P-401 90 BEND L/A		EA	0.00	
3	3	DMJ4P4LA18	DOM 18 MJ C153 P-401 45 BEND L/A	1480.000	EA	4440.00	
2	2	DMJTP4LA18	DOM 18 MJ C153 P-401 TEE L/A	2942.000	EA	5884.00	
TERMS: NET 10TH PROX				ORIGINAL INVOICE	TOTAL DUE	CONTINUED	

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 JACKSONVILLE, FL 32257

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845244	\$37,059.47	59035	2 of 2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
3	3	DMJSCAPP4LA18	DOM 18 MJ C153 P-401 SLD CAP L/A	901.000	EA	2703.00
4	0	DMJ9P4LA14	DOM 14 MJ C153 P-401 90 BEND L/A		EA	0.00
1	1	DMJTP4LA14	DOM 14 MJ C153 P-401 TEE L/A	1514.000	EA	1514.00
1	1	DMJ1P4LA14	DOM 14 MJ C153 P-401 11-1/4 L/A	975.000	EA	975.00
2	2	DMJSCAPP4LA14	DOM 14 MJ C153 P-401 SLD CAP L/A	560.000	EA	1120.00
INVOICE SUB-TOTAL						34891.00
				TAX	Clay	2168.47

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TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$37,059.47
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INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845135-1	\$1,816.32	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
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FEL-JACKSONVILLE WW -#149
 PO BOX 100286
 ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
 100 CRESCENT CENTRE PKWY #1240
 HARBOR RD WRF EXPANSION
 TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
 1277 HARBOR RD
 HARBOR RD WRF EXPANSION
 GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH IO
149	149	FL2CLA	463000012009	JGS	HARBOR RD WRF EXPANSION	06/23/21	104693

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
16	16	A0631AN	UNDERDRAIN	80.000	EA	1280.00
64	64	A0613AA	6X6 N12 COR FAB CRS TEE	6.400	EA	409.60
			6 DUAL WALL N12 HDPE BOE SNAP COUP			
			INVOICE SUB-TOTAL			1689.60
			TAX	Clay		126.72

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TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$1,816.32
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JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845822	\$54,116.18	59035	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW #149
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

WILLIAMS INDUSTRIAL SVCS LLC
100 CRESCENT CENTRE PKWY #1240
HARBOR RD WRF EXPANSION
TUCKER, GA 30084

WILLIAMS INDUSTRIAL SVCS LLC
1277 HARBOR RD
HARBOR RD WRF EXPANSION
GREEN COVE SPRINGS, FL 32043

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLOCAP	463000012009	JGS	HARBOR RD WRF EXPANSION	05/26/21	104453D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
6	6	FUFR1500CA12RBU	12 UFR1500-CA-U W/ BBN HDWR PVC	115.000	EA	690.00
45	45	FUFR1500CA6RBU	6 UFR1500-CA-U W/ BBN HDWR PVC	47.000	EA	2115.00
5	5	FUFR1390C12RBU	12IN UFR1390-C-U W/CTD HDWR	149.000	EA	745.00
3	3	FUFR1390C8RBU	8 JT REST C900 PIPE	84.000	EA	252.00
5	5	FUFR1390C6RBU	6 JT REST C900 PIPE	53.000	EA	265.00
12	12	FUFR1500CA20RBU	20IN 1500 RST USA BBN ACC	330.000	EA	3960.00
35	35	FUFR1500CA16RBU	16 UFR1500-CA-U W/ BBN HDWR PVC	225.000	EA	7875.00
5	5	FUFR1500CA8RBU	8 UFR1500-CA-U W/ BBN HDWR PVC	64.000	EA	320.00
23	23	FUFR1400DA24RBU	24IN 1400 RESTRAINT USA BBN	384.000	EA	8832.00
1	1	FUFR1400DA20RBU	20IN 1400 RESTRAINT USA BBN	278.000	EA	278.00
3	3	FUFR1400DA16RBU	16 UFR1400-DA-U W/ BBN HDWR DI	170.000	EA	510.00
18	18	FUFR1390C16RBU	16IN SPLT BELL RST USA BBN	365.000	EA	6570.00
37	37	FUFR1500CA4RBU	4 UFR1500-CA-U W/ BBN HDWR PVC	40.000	EA	1480.00
2	2	FUFR1400DA4RBU	4 UFR1400-DA-U W/ BBN HDWR DI	33.000	EA	66.00
4	4	FUFR1390C4RBU	4 UFR1390-C-U W/ BBN HDWR	51.000	EA	204.00
2	2	FUFR1400DA8RBU	8 UFR1400-DA-U W/ BBN HDWR DI	55.000	EA	110.00
15	15	FUFR1500SA3RBU	3IN 1500 USA TRANS BBN ACC	32.000	EA	480.00
8	8	FUFR1500CA14RBU	*0716 14 UFR1500-CA-U W/ BBN HDWR P	180.000	EA	1440.00
3	3	FUFR1400DA14RBU	14 UFR1400-DA-U W/ BBN HDWR DI	180.000	EA	540.00
10	0	SP-FUFR1390C14RBU	14 UFR1390-C-14-RB-U100		EA	0.00
20	20	FUFR1400DA10RBU	10 UFR1400-DA-U W/ BBN HDWR DI	70.000	EA	1400.00
7	7	FUFR1500CA10RBU	10 UFR1500-CA-U W/ BBN HDWR PVC	97.000	EA	679.00
2	2	FUFR1400DA16U	16 UFR1400-DA-U RESTRAINER	180.000	EA	360.00
2	2	FUFR1390C18RBU100	18IN SPLT BELL RST USA BBN	532.000	EA	1064.00
27	27	FUFR1400DA18RBU	18IN 1400 RESTRAINT USA BBN	228.000	EA	6156.00
18	18	SP-FUFR1500CA18RBU	18 UFR1500-CA-18-RB-U BBN HDWR DI	259.000	EA	4662.00
INVOICE SUB-TOTAL						51063.00
				TAX	Florida 5000 Cap Met	3063.18

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TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$54,116.18
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Pay App #2

Final Audit Report

2021-06-29

Created:	2021-06-29
By:	Mikki Gathercole (msgathercole@wisgrp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApnULCFEof3PpvmeGPRVDXnMluSilAgYC

"Pay App #2" History

-  Document created by Mikki Gathercole (msgathercole@wisgrp.com)
2021-06-29 - 6:50:01 PM GMT- IP address: 50.225.223.58
-  Document emailed to Alan Williams (acwilliams@wisgrp.com) for signature
2021-06-29 - 6:50:53 PM GMT
-  Email viewed by Alan Williams (acwilliams@wisgrp.com)
2021-06-29 - 6:52:23 PM GMT- IP address: 50.225.223.58
-  Document e-signed by Alan Williams (acwilliams@wisgrp.com)
Signature Date: 2021-06-29 - 6:54:15 PM GMT - Time Source: server- IP address: 50.225.223.58
-  Agreement completed.
2021-06-29 - 6:54:15 PM GMT

CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
TUESDAY, MAY 04, 2021 – 7:00 PM



MINUTES

Invocation & Pledge of Allegiance to the Flag - **David Poupard - Hibernia Baptist**

Roll Call

COUNCIL MEMBERS PRESENT: Mayor Van Royal, Vice Mayor Ed Gaw, Council Member Connie Butler, Council Member Matt Johnson, Council Member Steven Kelley

STAFF MEMBERS PRESENT: L.J. Arnold, III, City Attorney, Steve Kennedy, City Manager, Mike Null, Assistant City Manager, Erin West, City Clerk

Mayor to call on members of the audience wishing to address the Council on matters not on the Agenda.
No comments

AWARDS & RECOGNITION

Motion to approve the National Public Service Recognition Week and National Police Week proclamations.

Motion made by Council Member Butler, Seconded by Council Member Kelley.

Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley

1. Proclamation - National Public Service Recognition Week
Mayor Royal reads the proclamation and recognizes all City Staff.
2. Proclamation - National Police Week
Mayor Royal reads the proclamation and recognizes the Green Cove Springs Police Department.

PRESENTATIONS

3. Presentation by the North Florida TPO for the draft of the 2021/2022 to 2025/2026 Transportation Improvement Program (TIP) **Wanda Forest, Transportation Planning Manager**
Ms. Forest gave a presentation and overview of the 5 Year Plan and Highlight Projects. Council discussion followed.

PUBLIC HEARINGS

4. Future Land Use Amendment from Commercial High Intensity to Central Business District for property located at 200-206 Orange Avenue **Michael Daniels**

City Attorney Arnold reads Ordinance No. O-07-2021 by title.
Development Services Director, Michael Daniels presents and explains the Ordinance.
Mayor Royal opens the public hearing.
Following no public comment, the public hearing is closed.
Council discussion follows.

Motion to approve for form and legality the first reading of Ordinance O-07-2021, to amend the Future Land Use of the property described therein from Commercial High Intensity to Central Business District.

Motion made by Council Member Johnson, Seconded by Council Member Butler.
Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley

5. Rezoning from Gateway Corridor Commercial to Central Business District for property located at 200-206 Orange Avenue *Michael Daniels*

City Attorney Arnold reads Ordinance No. O-08-2021 by title.
Development Services Director, Michael Daniels advises the presentation for Item 4 and Item 5 were the same.
Mayor Royal opens the public hearing.
James Morrissey 1327 Riviera Dr, GCS speaks to the Council concerning the shared property rights.
City Attorney Arnold advises there would be a shared parking agreement between the property owners.
Following no further public comment, the public hearing is closed.
Council discussion follows.

Motion to approve for form and legality the 1st reading of Ordinance O-08-2021, to amend the Zoning of the property described therein from Gateway Corridor Commercial to Central Business District.

Motion made by Council Member Butler, Seconded by Council Member Johnson.
Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley

CONSENT AGENDA

All matters under the consent agenda are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately. Backup documentation and staff recommendations have been previously submitted to the city council on these items.

Motion to approve Consent Agenda Item 6 through 10.

Motion made by Council Member Kelley, Seconded by Council Member Johnson.
Voting Yea: Mayor Royal, Vice Mayor Gaw, Council Member Butler, Council Member Johnson, Council Member Kelley

6. City Council approval of, and authorization for the Mayor to execute, Disbursement Request #12 in the amount of \$27,500.00 to the Design Loan Agreement for the Florida Department of Environmental Protection (FDEP), Drinking Water State Revolving Fund (SRF) Loan Application DW 100102 for \$356,800.00, for the design of capital improvements to the City's Water System. *Scott Schultz*
7. City Council approval to pay Application #7 to KBT Contracting Corp in the amount of \$50,111.16 for the new library building. *Steve Thomas*
8. City Council to approve an Invoice for the Engineering and construction of the Drive through canopy at the Food Bank Facility in the amount of \$ 87,000.00. *Steve Thomas*
9. City Council approval for Amanda Upton to attend Special Event Planning and Management Training in Orlando, FL. *Derek Asdot*
10. City Council approval of, and authorization for the City Manager to execute, a Professional Services Agreement with Planet Swim, LLC *Steve Kennedy*

COUNCIL BUSINESS

11. FMPA - May 2021 *Bob Page*

Mr. Page gave an overview of May and discussion followed.

12. City Council discussion and direction related to solar power net metering rates. *Mike Null*

Assistant City Manager, Mike Null explains the item, the process, and the timeline for solar power net metering rates.

Dan O'Hagan with FMPA speaks to the Council concerning the City's solar power net metering program.

Blue Cards:

Tina Sachs 3061 Anderson Rd., GCS, speaks to the Council concerning GCS solar power net metering program. Ms. Sachs approves of the decision and advises she was the first solar power customer in GCS.

James Morrissey 1327 Riviera Dr., GCS, speaks to the Council concerning GCS solar power net metering program and the issues he had setting up his solar power.

Grayson Jones 1355 Blackmon Rd., GCS, speaks to the Council concerning GCS solar power net metering program. Thank you to Mike Null for working with him on this issue.

Pete Wilking 10418 New Berlin Rd. Unit 223, Jacksonville, speaks to the Council concerning GCS solar power net metering program. Mr. Wilking advises he is the president and founder of A1A Solar Contracting.

Council discussion follows.

Kim Candelaria 3070 Gosman Rd., GCS, speaks concerning the grandfathering in of solar customers for the solar power net metering rates and advises they also use batteries.

Council discussion follows.

Motion to direct staff to prepare and bring back an ordinance to amend the City's Net Metering Service Rate Schedule to reimburse customers at the "avoided cost" rate only, to include a grandfathering clause for existing solar customers, pending approval by the Florida Public Service Commission.

Motion made by Council Member Kelley, Seconded by Council Member Johnson.
Voting Yea: Mayor Royal, Council Member Butler, Council Member Johnson, Council Member Kelley
Abstain: Vice Mayor Gaw

13. City Manager and City Attorney Reports and/or Correspondence/Executive Summary Reports.
The City Manager and City Attorney made comments regarding various city activities, events, operations, and projects

14. City Council Reports and/or Correspondence.
The City Council made comments regarding various city activities, events, operations, and projects.

Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:03 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

B. Van Royal, Mayor

Attest:

Erin West, City Clerk



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** July 6, 2021

FROM: Mike Null

SUBJECT: City Council approval of Resolution No. R-12-2021, a Resolution authorizing a new FDOT Maintenance Agreement, Contract No. TBD, for the period of July 16, 2021 through July 15, 2024 in the amount of \$38,673.64 (annually) and authorizing the Mayor, City Clerk, and City Attorney to execute said Agreement. *Mike Null*

BACKGROUND

The City entered into a Maintenance Agreement with the Florida Department of Transportation (FDOT) in July 2003 for the maintenance of right-of-ways for State Highways throughout the City. A history of annual payments from FDOT are listed below:

- 2003 - 2006 \$35,000.00
- 2006 - 2009 \$35,000.00
- 2009 - 2012 \$37,963.77
- 2012 - 2015 \$37,963.77
- 2015 - 2018 \$38,673.64
- 2018 - 2021 \$38,673.64
- 2021 - 2024 \$38,673.64 (Proposed)

This new Agreement is for a three (3) year consecutive period. Invoices are sent to FDOT on a quarterly basis.

FISCAL IMPACT

Revenues received annually in the amount of \$38,673.64 from the Florida Department of Transportation for the period of July 16, 2021 through July 15, 2024.

RECOMMENDATION

Approve Resolution No. R-12-2021, a Resolution authorizing a Maintenance Agreement, Contract No. TBD, with the Florida Department of Transportation for the period of July 16, 2021 through July 15, 2024, and authorization for the Mayor, City Clerk, and City Attorney to execute said Contract.

RESOLUTION NO. R-12-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA AUTHORIZING A MAINTENANCE AGREEMENT, CONTRACT NO. TBD, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City Council and the Florida Department of Transportation desire to enter into a maintenance agreement setting forth the various rights, duties and responsibilities for the city maintenance of certain state roads.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS AS FOLLOWS:

SECTION 1. That the City Council of the City of Green Cove Springs hereby authorizes the Maintenance Agreement, Contract No. TBD, between the City and the Florida Department of Transportation dated July 16, 2021 through July 15, 2024; and

SECTION 2. That the Mayor, City Clerk, and City Attorney are hereby authorized to execute said Maintenance Agreement, Contract No. TBD, attached hereto and marked Exhibit "A".

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN DUPLICATE, IN REGULAR SESSION THIS 6TH DAY OF JULY, 2021.

CITY OF GREEN COVE SPRINGS, FLORIDA

Edward R. Gaw, Mayor

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and City of Green Cove Springs, Clay County, Florida ("Agency").

-RECITALS-

1. The Department owns and currently maintains those portions of the state highway system identified in Exhibit "A" ("Property"); and
2. The Agency desires to assume the maintenance responsibilities of the Property; and
4. The Property is within or adjacent to the corporate limits of the Agency; and
4. The Department is amenable to the Agency's desires and will compensate the Agency for their maintenance efforts pursuant to Section 335.055, Florida Statutes, and in accordance with the terms and conditions of this Agreement; and
6. The Agency will be compensated quarterly at such time as Agency provides a completed copy of the form identical to attached Exhibit "B" demonstrating completion of the maintenance responsibilities required by the terms and conditions of this Agreement; and
7. The Agency, by Resolution No. _____ dated _____, attached as Exhibit "C", authorizes its officers to enter this Agreement.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS & EXHIBITS

The above recitals and attached exhibits, if any, are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The term of this Agreement shall be for a period of three (3) consecutive years, unless otherwise terminated by the Department in writing. The operation, maintenance, and repair duties required by paragraph 6, below, will actually commence on _____.

4. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

5. COMPLIANCE

The Agency shall perform this Agreement, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures,

guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, Clay County, Florida and other local governmental entities (“Governmental Law”).

6. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain & repair the Property in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. For purposes of this Agreement, unless otherwise noted in Exhibit “A”, the locations to be maintained by the Agency shall be maintained pursuant to the maintenance standards as defined in the Department’s Maintenance Rating Program (“MRP”) Handbook and in accordance with Department Procedure, *Roadway and Roadside Maintenance*, Topic No. 850-000-015-i, and all Governmental Law, as defined in Paragraph 5, above. Should the Department determine that any item of maintenance related to the Property has fallen below the desired maintenance standard, the Agency agrees to immediately bring the deficient item up to the maintenance standard, at its sole cost and expense. The Agency will not be held responsible for a failed MRP rating, so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the Agency.

B. The Agency shall maintain all turf and landscaped areas within the Property, including, without limitation, performing the following:

(1) Routinely mow, cut and trim all grass and turf (total greenscape), as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida “Guide for Roadside Vegetation Management” (2012), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and

(2) Routinely prune and trim all plants and trees, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Property; and

(3) Routinely remove dead, diseased, or otherwise deteriorated plants; and

(4) Routinely keep litter removed from the Property; and

(5) Routinely remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and

(6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters; and

(7) Routinely sweep roadways, curbs, and gutters, valley gutters, intersections, and barrier wall gutters.

C. The Department and the Agency shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.

D. If the Department determines that the Agency is not maintaining the Property in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department’s written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

E. If the Department determines that the deficiency remains after receipt of the Agency’s written notice indicating that the deficiency was corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the Agency’s sole cost and expense. Should the

Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

F. If at any time in the sole determination of the Department, the integrity or safety of the Property requires immediate maintenance for the benefit of public health, safety or welfare, the Department may perform such maintenance it deems appropriate under the circumstances. The Department shall attempt to notify the Agency prior to action under this section but may take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.

G. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

7. MAINTENANCE OF TRAFFIC

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during the performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Department's Standard Plans, Index 102-600; and (4) other applicable Governmental Law.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

8. IMPROVEMENTS & MODIFICATIONS

A. The Department may require the Agency to improve or modify the Property if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Maintenance" section of this Agreement.

C. Improvements and modifications shall be constructed and completed by the Agency within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

9. ADDITIONAL LANDSCAPING

The Agency shall not install additional landscaping within the Property without first seeking and obtaining required approvals and permits from the Department. Such additional landscaping shall be automatically included within, and subject to, the provisions of this Agreement.

10. PERMISSIVE USE

This Agreement creates a permissive use only. The Agency shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

11. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment

specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

12. REMOVAL

The Department may require modification, relocation or removal of the landscaping, plants, trees, and other improvements located on or within the Property without liability to the Agency if: (1) any such improvements are not maintained in accordance with the terms and provisions of this Agreement; (2) modification, relocation or removal of any such improvements is required by applicable Governmental Law; or (3) the Department determines that modification, relocation or removal of any such improvements is necessary or will benefit the Department in the conduct of its business. The Agency shall modify, relocate or remove improvements designated by the Department for modification, relocation or removal and shall restore the Property to a condition that satisfies the requirements of applicable Governmental Law within thirty (30) days of the Department's written notice requiring modification, relocation or removal. The Agency shall bear all cost and expense of the modification, relocation, removal and restorative work, including, without limitation, the cost of required permits.

13. PAYMENTS TO AGENCY

A. The Department shall compensate the Agency for the performance of this Agreement in the amount of **Nine Thousand Six-Hundred Sixty-Eight and 41/100 (\$9,668.41)** per quarter for a total sum of **Thirty-Eight Thousand Six-Hundred Seventy-Three and 64/100 (\$38,673.64)** per year. Payments shall commence at the conclusion of the first three-month period following the Effective Date of this Agreement. The Department may suspend payment of any sums due hereunder without penalty or interest if the Agency is in breach of any term or provision of this Agreement at the time payment is due. In the event this Agreement is terminated, payment shall be prorated for the quarter in which termination occurs.

B. Prior to each quarterly payment, the Agency shall provide a completed copy of the form identical to attached Exhibit "B" demonstrating completion of the maintenance responsibilities required by the terms and conditions of this Agreement.

14. PAYMENTS TO DEPARTMENT

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Fla. Stat., until paid in full.

15. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes, as the same may be amended from times to time.

17. NOTICE

All notices, communications and determinations between the parties hereto and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attn: Yongman Roberts, P.E
St. Augustine Maintenance Engineer
3600 DOT Road
St. Augustine, Florida 32084

Agency: City of Green Cove Spring
Attn: City Manager
321 Walnut Street
Green Cove Springs, FL 32043

18. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

19. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

20. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

21. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of this Agreement, including, without limitation, damages allegedly flowing there from.

22. ASSIGNMENT

The Agency may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The

Department has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform this Agreement.

23. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

24. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of this Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

25. ENTIRE AGREEMENT

This instrument, together with the attached exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

26. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

27. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

28. INTERPRETATION

No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

30. SEVERANCE

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

31. COMPUTATION OF TIME

In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

32. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing

and executed with the same formality as this Agreement.

33. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of the Vendor Ombudsman include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline at 1-800-848-3792.

34. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund this Agreement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

35. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department 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 this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.
- D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement consisting of nine (9) pages, exclusive of exhibits.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: Travis N. Humphries

Printed Name: Elizabeth Engle

Title: P.E. Director of Operations

Title: District Administration

Date: _____

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

***INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE***

Agency

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

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EXHIBIT "A"

City of Green Cove Springs

MAINTENANCE LOCATIONS

State Road	Street Name	From	To	Litter Removal (AC)	Small Machine Mowing (AC)	Mechanical Sweeping (mile)	Tree Trimming (mile)	Curb/Sidewalk Edging (mile)
				541	485	543	492	545
16	SR 16 West	Green Cove Springs City Limit	SR 15 / US 17	2.2	2	2.32		6.66
16	SR 16 East	SR 15 / US 17	Beginning of 4-Lane	10.17	9.25			1.27
15	US 17	Harbor Rd	Green Cove City Limit	9.81	8.92	5.08		11.2

Totals	22.18	20.17	7.4	0	19.13
Cycles Per Year	12	9	12		2
Total Qty's Per Year	266.16	181.53	88.73	0.42	38.26
Unit Cost	\$9.18	\$67.13	\$41.94	\$1,000.00	\$520.00
Total Cost Per Year	\$2,443.79	\$12,187.32	\$3,721.25	\$424.00	\$19,897.28

Overall Yearly Cost **\$38,673.64**

Quarterly Amount **\$9,668.41**

EXHIBIT "B"
(MAINTENANCE ACTIVITIES CHART)

Activity Number	Activity Title	Activity Description
485	Small Machine Mowing	Mowing the roadside with small hand or riding mowers having a cutting width of 40 inches or less.
492	Tree Trimming	The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under activity 487). To include the chipping and/or removal of all debris from work site.
541	Roadside Litter Removal	Cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash and Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
543	Road Sweeping - Mechanical	Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
545	Edging and Sweeping	Removal of vegetation and debris from the curb, gutter and sidewalk.

Agreement #:

Billing Period:

Work Activity Number	Unit of Measure	Units Completed	Completion Date	Completion Date	Completion Date
485	Acre				
492	Mile				
541	Acre				
543	Curb Mile				
545	Mile				

EXHIBIT "C"
(RESOLUTION)



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council **MEETING DATE:** July 6, 2021
FROM: Michael Daniels, AICP, Planning & Zoning Director
SUBJECT: Review and approval of 2022 Food Truck Friday Dates

BACKGROUND

As the popularity of Food Truck Friday grows, it becomes necessary to schedule the event further in advance to allow scheduling of vendors and musicians. All dates fall on the second Friday of their respective month.

The following dates are proposed for Food Truck Friday in 2022:

- March 11
- April 8
- May 13
- June 10
- July 8
- August 12
- September 9
- October 14
- November 11 (Veterans Day)

FISCAL IMPACT

N/A

RECOMMENDATION

Approve the 2022 Food Truck Friday dates.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** July 6, 2021
FROM: Erin West, City Clerk
SUBJECT: City Council approval of the new process for Proclamations, Letter of Honor, and Key to the City. *Erin West*

BACKGROUND

Attached is the application form to be completed for Proclamations, Letter of Honor, and Key to the City.

It is requested that the application be submitted to staff in advance so that the proper items can be prepared and presented to the Council for approval a minimum of one (1) meeting before the item will be presented to the recipient.

FISCAL IMPACT

RECOMMENDATION

Approve the new process for Proclamations, Letter of Honor, and Key to the City which will include being approved by the Council a minimum of one meeting before the item will be presented to the recipient.



**CITY OF GREEN COVE SPRINGS
PROCLAMATION, LETTER OF HONOR,
AND KEY TO THE CITY
APPLICATION FORM**

Return completed form to the City Clerk's Office
City of Green Cove Springs, 321 Walnut Street, Green Cove Springs, FL 32043

Requestor's Name: _____

Requestor's Address: _____

Requestor's Telephone and Email: _____

Person/Organization to be Honored: _____

Event Title: _____

Event Date, Time & Location: _____

Type of Honor Requested:

Proclamation _____ Letter of Honor _____ Key to the City _____

Provide a detailed reason for the request including a list of accomplishments and how the individual/organization benefits the quality of life in the City of Green Cove Springs. For Proclamations, provide a sample Proclamation or text for the "WHEREAS" clauses (attach additional sheets, if necessary):

The Offices of the Mayor and City Clerk reserve the right to use submitted facts as deemed appropriate and may request additional information when necessary.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: City Council Regular Session **MEETING DATE:** July 6, 2021

FROM: Mike Null

SUBJECT: Approval of Pay Application #5 to Terry's Electric for Chapman Substation Construction Improvements in the amount of \$122,787.50, leaving a balance of \$299,076.80 in contract number LC 2020-17 in the total amount of \$879,086.00. *Andy Yeager*

BACKGROUND

At the December 8, 2020 City Council meeting, Council awarded ITB LC 2020-17 to perform construction work at the Chapman Substation to Terry's Electric in the amount of \$879,086.00.

At the March 16, 2021 Council meeting, Council approved Pay Application #1 in the amount of \$227,171.99 for payment.

At the April 6, 2021 Council meeting, Council approved Pay Application #2 in the amount of \$83,855.41 for payment.

At the April 20, 2021 Council meeting, Council approved Pay Application #3 in the amount of \$39,600.00 for payment.

At the May 18, 2021 Council Meeting, Council approved Pay Application #4 in the amount of \$106,594.30 for payment.

Terry's Electric has submitted Pay Application # 5 in the amount of \$122,787.50 for payment. The City's Engineer, Patterson & Dewar, as well as city staff have reviewed the pay application and find it to be complete and recommend approval for payment.

FISCAL IMPACT

The funds for the construction project in the amount of \$879,086.00 are in the Electric Department's FY 2021 capital project fund.

RECOMMENDATION

Approve Pay Application #5 to Terry's Electric for Chapman Substation Construction Improvements in the amount of \$122,787.50, leaving a balance of \$299,076.80 in contract number LC 2020-17 in the total amount of \$879,086.00.



1531 Hunt Club Blvd, Suite 200
Gallatin, TN 37066

(615) 527-7084
pdengineers.com

June 23, 2021

Mr. Mike Null
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

**Subject: Chapman Substation & SCADA Installation, Construction Contract LC 2020-17
Terry's Electric – Application for Payment No. 5**

Mr. Null,

Enclosed is the Contractor's fifth invoice for the subject project. We have reviewed the invoice and recommend payment as follows:

Original Contract Amount	\$ 879,086.00
Total Amount Due to Date	\$ 610,536.00
Less Retainage (5%)	\$ (30,526.80)
Net Amount Due to Date	\$ 580,009.20
Less Previously Recommended Payments	\$ (457,221.70)
Net Amount Due this Application	\$ 122,787.50
Balance Remaining	\$ 299,076.80

Please forward payment directly to the address noted on the invoice. If you have any questions or comments, please feel free to call me at (615) 527-7077.

Sincerely,

Patterson & Dewar Engineers, Inc.

A handwritten signature in black ink that reads 'P. Anthony Hanson'.

P. Anthony Hanson, P.E.
Principal Engineer
ahanson@pdengineers.com

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Green Cove Springs
321 Walnut St
Green Cove Springs, FL 32043

PROJECT: Chapman Sub
600 N Thacker Ave
Kissimmee, FL 34741

APPLICATION NO: 5
PERIOD TO: 5/31/2021

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR
_ SUBCONTRACTOR

FROM (SUBCONTRACTOR): Terrys Electric Inc
600 N Thacker Ave Ste A
Kissimmee, FL 34741-4800

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: 8193 Chapman PO#2722725

CONTRACT DATE:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>879,086.00</u>
2. Net Change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>879,086.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>610,536.00</u>
5. RETAINAGE:		
a. <u>5.00</u> % of Completed Work	\$	<u>30,526.80</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b)	\$	<u>30,526.80</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>580,009.20</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>457,221.70</u>
8. CURRENT PAYMENT DUE	\$	<u>122,787.50</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>299,076.80</u>

The Undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the owner or contractor, and that current payment shown herein is now due.

SUBCONTRACTOR: Terrys Electric Inc
600 N Thacker Ave Ste A
Kissimmee, FL 34741-4800

By: Pat Murphy / 1/00
Date: 5/25/21
KARRIE V. JONES
Notary Public - State of Florida
Commission # GG 985936
My Comm. Expires May 10, 2024
Bonded through National Notary Assn.
State of: Florida
County of: Osceola
Subscribed and Sworn to before me this 25th Day of May 20 21
Notary Public: Karrie V Jones
My Commission Expires: May 10, 2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 122,787.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: P Anthony Henson Date: 6/23/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Subcontractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner, Contractor or Subcontractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner or Contractor	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

AIA Type Document
Application and Certification for Payment

Item #20.

TO (OWNER): City of Green Cove Springs
 321 Walnut St
 Green Cove Springs, FL 32043

PROJECT: Chapman Sub
 600 N Thacker Ave
 Kissimmee, FL 34741

APPLICATION NO: 5
PERIOD TO: 5/31/2021

DISTRIBUTION TO:
 - OWNER
 - ARCHITECT
 - CONTRACTOR
 - SUBCONTRACTOR

FROM Terrys Electric Inc
(SUBCONTRACTOR): 600 N Thacker Ave Ste A
 Kissimmee, FL 34741-4800

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: 8193 Chapman PO#2722725

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
Job Expense									
1	Mobilization	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00	0.00	1,750.00
2	Foundations / Pilings	228,086.00	228,086.00	0.00	0.00	228,086.00	100.00	0.00	11,404.30
3	Conduits / Cable Trench	130,000.00	65,000.00	39,000.00	0.00	104,000.00	80.00	26,000.00	5,200.00
4	Grounding	75,000.00	37,500.00	18,750.00	0.00	56,250.00	75.00	18,750.00	2,812.50
5	Structures	65,000.00	39,000.00	19,500.00	0.00	58,500.00	90.00	6,500.00	2,925.00
6	Equipment	85,000.00	21,250.00	42,500.00	0.00	63,750.00	75.00	21,250.00	3,187.50
7	Bus System	95,000.00	23,750.00	9,500.00	0.00	33,250.00	35.00	61,750.00	1,662.50
8	Control Enclosure	70,000.00	10,500.00	0.00	0.00	10,500.00	15.00	59,500.00	525.00
9	Control Cable / Terms	88,000.00	13,200.00	0.00	0.00	13,200.00	15.00	74,800.00	660.00
10	Bond	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	400.00
REPORT TOTALS		\$879,086.00	\$481,286.00	\$129,250.00	\$0.00	\$610,536.00	69.45	\$268,550.00	\$30,526.80

PARTIAL RELEASE OF CLAIM OF LIEN

Project: Chapman Substation	Date of Contract: 12/14/2020
Contract: Substation Construction	Owner: City of Green Cove Springs
Contractor: Terry's Electric	Purchase Order No.: 2722725

The undersigned lienor, in consideration of payment in the amount of \$ 879,086 (total contract), hereby partially releases its claim of lien for labor, services, or materials furnished on the above-mentioned project.

The undersigned lienor acknowledges previous receipt of \$ 457,221.70 and is executing this waiver and release in exchange for a check or checks in the additional amount of \$ 122,787.50. This partial release of claim of lien expressly and totally is conditioned on receipt of the check or checks and the collection of the funds in the amount of \$ 122,787.50

There remains unpaid \$ 299,076.80

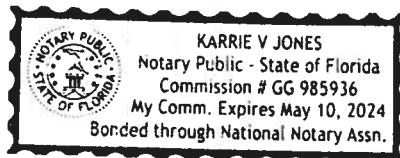
Lienor: **TERRY'S ELECTRIC**

Signed Pat Murphy
 Name Pat Murphy
 Title COO
 Date Signed 5/25/21

STATE OF FLORIDA
 COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, on May 25th, 2021, by Pat Murphy (name of person making statement).

(NOTARY SEAL)



Karrie V Jones
 (Signature of Notary Public-State of Florida)
Karrie V Jones
 (Name of Notary Typed, Printed, or Stamped)

FMPA Monthly Report

July 2021

Rate Call

The average price of natural gas for the month was \$2.85. Daily natural gas prices have fluctuated in the \$3.10 - 3.80 range. Natural gas pricing continues its upward trend. The forward pricing curve moved to 19% above the FY21 budgeted natural gas price.

The peak for the month occurred on 5 May at 4 PM.

Natural gas accounted for 78% of the generation mix. Coal was 15% and nuclear was 3%. Solar generation was 2%.

The Vero Beach cost recovery account stands at \$4.6 million. This is \$5.5 million below the planned target.

Board of directors

The Board of Directors approved the FY22 budgets for Stanton, Tri-Cities and St Lucie projects, funding for the engineering design of the Stanton coal to natural gas conversion, the Solar Project II charter and the funding of Whistling Duck site network transmission upgrades.

Information items included quarterly regulatory compliance update, additional review of the St Lucie debt strategy and review of the FMPA's risk inventory.

Executive Committee

The Executive Committee approved the FY22 Agency and ARP budgets, a fixed price purchase of natural gas for April-September 2022, funding for engineering design of the Stanton coal to natural gas conversion, the Solar Project II charter and the funding of Whistling Duck site network transmission upgrades and a re-paid gas purchase for the summer of FY21.

Information items covered the Alachua Power Purchase Agreement, an update on the Florida Municipal Power Pool (FMPP) strategy, a recommendation to sunset the Conservation and Renewable Energy Advisory Committee (CREAC) and a review of Florida Power and Light (FPL) transmission refunds.



STAFF REPORT

CITY OF GREEN COVE SPRINGS, FLORIDA

TO: Regular Session **MEETING DATE:** July 6, 2021
FROM: Erin West, City Clerk
SUBJECT: City Council designation of Voting Delegate for the Annual Florida League of Cities Conference in Orlando, Florida on August 12-14, 2021. *Erin West*

BACKGROUND

The attached information from the Florida League of Cities concerns selection of the City's delegate for voting on issues / items discussed at the Annual Conference sessions in Orlando, Florida on August 12-14, 2021.

In the past, the City Council has designated the Mayor as its voting delegate representing the City. Should the Mayor be unable to attend, then another Council Member would be designated as the City's representative at the Annual Conference.

FISCAL IMPACT

RECOMMENDATION

Approve the selection of a member of the City Council as the City's Voting Delegate for the Florida League of Cities Annual Conference in Orlando, Florida on August 12-14, 2021.

To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 11, 2021

Subject: 95th Annual Conference Voting Delegate Information

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 12-14, 2021. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via newsletter and are also available online at floridaleagueofcities.com/education-and-events/annual-conference.

If you have any questions on voting delegates, please call (850) 701-3616 or email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 28, 2021.

Attachments: Form Designating Voting Delegate

**95th Annual Conference
Florida League of Cities, Inc.
August 12-14, 2021
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 28, 2021.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax: (850) 222-3806
Email: erussell@flcities.com