

# CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, NOVEMBER 10, 2020 – 7:00 PM



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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

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## AGENDA

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Invocation & Pledge of Allegiance to the Flag

Roll Call

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

### AWARDS & RECOGNITION

1. Proclamation - Veterans Day  
Recognition - Coast Guard

### PUBLIC HEARINGS

2. First Reading of Ordinance No. O-11-2020, an Ordinance modifying Water Rates - Fiscal Year (FY) 2021. **Scott Schultz**
3. First Reading of Ordinance No. O-12-2020, an Ordinance modifying Wastewater Rates – Fiscal Year (FY) 2021. **Scott Schultz**
4. Public Hearing and approval of Resolution No. R-30-2020, a Resolution amending the Special Revenue Building Department Fund operating budget for Fiscal Year 2020 per Exhibit “A”. **Marlena Guthrie**
5. Public Hearing and approval of Resolution No. R-31-2020, a Resolution amending the Disaster Fund and General Fund operating budgets for Fiscal Year 2020. **Marlena Guthrie**

### 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.

6. City Council approval of Minutes from 10/20/2020 Special Session and 10/20/2020 Regular Session. *Erin West*
7. City Council approval of, and authorization for the Mayor to execute, Modification #1 to the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations. *Scott Schultz*
8. City Council approval of, and authorization for funding in the amount of \$348,768.00 to Mastry / Yanmar utilizing the Sourcewell Purchasing Cooperative ID# 103544, and funding in the amount of \$90,003.63 to Cummins Southeast using the Florida Sheriffs Association FSA20-EQU18.0, for a total amount of \$438,771.63 to purchase generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations. Note: When you factor in the 75% funding from HMGP, the actual budgetary impact will be \$109,692.90. Staff has requested an advance from HMGP in the amount of \$333,578.20 but due to lead times the generator orders need to be placed prior to receipt. *Scott Schultz*
9. Amendment to 4<sup>th</sup> Extension of the Professional Engineering Services Agreement for FY 20/21. *Laurie Griffin*
10. City Council approval of, and authorization for the Mayor to execute, the St. Johns River Water Management District (SJRWMD), Cost Share Agreement Contract # 36028, granting the City \$1,500,000.00 towards the construction of the Harbor Road Water Reclamation Facility Phase 2 Project. *Scott Schultz*
11. City Council approval of, and authorization for the City Manager to execute, Amendment #1 in the amount of \$56,100.00 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*
12. City Council approval to pay Application #3 to KBT Contracting Corp in the amount of \$84,537.36 for the new library building and approval to pay Application #1 for the food bank project in the amount of \$39,955.73. *Steve Thomas*
13. City Council approval of Pay Request #3 in the amount of \$19,695.70 to General Underground for 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. *Scott Schultz*
14. City Council approval to purchase a 2021 F-250 work truck from the Florida Sheriff's bid # 18-VEL 26.0, in the total amount of \$40,222.00 from Duval Ford and to surplus truck # 803, a 2008 F-250 which has far outlived its useful life. *Scott Schultz*

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- [15.](#) Review of a Master Site Development Plan for the Narducci Storage Office at 409 N Palmetto Avenue, 017639-001-00 *Michael Daniels*
  - [16.](#) Review and Approval of Green Cove Springs Citizens Christmas Parade *Michael Daniels*
  - [17.](#) City Council approval of Contractors Pay Request #4 in the amount of \$44,215.20 to Jax Utilities Management for Bid Award LC 2020-07, US 17 / SR 16 Force Main Modifications in the amount of \$412,915.00. *Scott Schultz*
  - [18.](#) Award of Bid LC 2020-15 for Substation Structures and Equipment. *Laurie Griffin*
  - [19.](#) Award of Bid LC 2020-16 for two 27 kV Circuit Breakers. *Laurie Griffin*
  - [20.](#) Award of Bid LC 2020-14 for one 230 kV Circuit Switcher. *Laurie Griffin*
  - [21.](#) Mural Program Application - #ClayStrong Mural by Sophie Dentiste *Michael Daniels*
  - [22.](#) Council Approval of financing contract with NCL Government Capital for the purchase of two Heil Rear Load Garbage Trucks from Tampa Crane & Body Acquisitions, LLC in the amount of \$255,600.00. *Mike Null*
  - [23.](#) City Council approval of Resolution No. R-32-2020, correcting scrivener's error on the Stormwater Mitigation Credit application due date. *Mike Null*
  - [24.](#) City Council approval of Resolution No. R-33-2020, updating the City's Stormwater Mitigation Credit Policy. *Mike Null*

### COUNCIL BUSINESS

- [25.](#) FMPA - November 2020 *Bob Page*
- [26.](#) Review and approval of Resolution No. R-29-2020, implementing Traffic Study Guidelines for New Development *Michael Daniels*
- [27.](#) City Manager and City Attorney Reports and/or Correspondence/Executive Summary Reports.
- [28.](#) 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**

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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.

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#### ADA NOTICE

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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.

# PROCLAMATION

**WHEREAS**, World War I – known at that time as “The Great War” – officially ended when the Treaty of Versailles was signed on June 28, 1919, outside the town of Versailles, France. However, fighting ceased seven months earlier when an armistice, or temporary cessation of hostilities, between the Allied nations and Germany went into effect on the eleventh hour of the eleventh day of the eleventh month. For that reason, November 11, 1918 is generally regarded as the end of “the war to end all wars”; and

**WHEREAS**, in November 1919, President Wilson proclaimed November 11 as the first commemoration of Armistice Day with the following words: “To us in America, the reflections of Armistice Day will be filled with solemn pride in the heroism of those who die in the country’s service and with gratitude for the victory, both because of the thing from which it has freed us and because of the opportunity it has given America to show her sympathy with peace and justice in the councils of the nations.”; and

**WHEREAS**, the United States Congress officially recognized November 11 each year as a legal holiday with the adoption of Act (52 Stat. 351: 5 U.S. Code, Sec. 87a) on May 13, 1938 – a day to be dedicated to the cause of world peace and to be thereafter celebrated and known as “Armistice Day.” Armistice Day was primarily a day set aside to honor veterans of World War I; and

**WHEREAS**, in 1954, after World War II had required the greatest mobilization of soldiers, sailors, marines and airmen in the Nation’s history; after American forces had fought aggression in Korea, the 83<sup>rd</sup> Congress, at the urging of the veterans service organizations, amended the Act of 1938 by striking out the word “Armistice” and inserting in its place the word “Veterans.” With the approval of this legislation (Public Law 380) on June 1, 1954, November 11<sup>th</sup> became a day to honor American veterans of all wars; and

**WHEREAS**, Veterans Day continues to be observed on November 11, regardless of what day of the week on which it falls. The restoration of the observance of Veterans Day to November 11 not only preserves the historical significance of the day, but helps focus attention on the important purpose of Veterans Day: A celebration to honor America’s veterans for their patriotism, love of country, and willingness to serve and sacrifice for the common good.

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

**Section 1.** In recognition of this designation herein, the City Council hereby proclaims November 11 as Veterans Day and as directed by Congress to observe Veterans Day with appropriate ceremonies, activities and to display the flag in honor of our Veterans.

**Section 2.** A true copy of this Proclamation shall be spread upon the Official Minutes of the City Council of the City of Green Cove Springs.

**DONE AND PROCLAIMED THIS 10TH DAY OF NOVEMBER, 2020, IN REGULAR SESSION BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
B. Van Royal, Mayor

**ATTEST:**

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Erin West, City Clerk





# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** Regular Council Meeting **MEETING DATE:** November 10, 2020  
**FROM:** Scott Schultz, Asst. Water Utilities Director  
**SUBJECT:** First Reading of Ordinance No. O-11-2020, an Ordinance modifying Water Rates - Fiscal Year (FY) 2021.

### BACKGROUND

On August 16, 2016, City Council approved a Rate Study presentation by staff and Mittauer & Associates which proposed water rate increases through FY 21 for operating and capital improvement expenses.

On March 5, 2019 Council approved a Mittauer update to the August 16, 2016 Water Rate Study.

On September 29, 2020, City Council approved the FY 21 budget which included proposed water rate increases of 3% for FY 2021, and authorized the notice of a proposed Water Rate Increase.

In accordance with FSS Chapter 180.136, public notices were sent to all utility customers.

**Section 1.** City Code Section 90-253, entitled "Water usage and monthly minimum charges," which establishes water rates, is hereby amended to read as follows, effective on December 8, 2020.

(a) *Rates schedule.* The rates, fees and charges for water service furnished by the water system of the city, referred to as a water charge, shall be based upon the quantity of water, determined by metering, furnished to each user's premises each month. The owner, occupant or tenant of each lot or parcel of land connected with or using the water system shall pay for the use of, and for the services furnished by the water system, a water charge according to the following schedule:

Base Charges for all water meters are as follows:

Meter Size	Monthly Base Charge*
¾"	<del>\$11.94</del> <u>\$12.30</u>
1"	<del>\$17.73</del> <u>\$18.26</u>
1-½"	<del>\$25.24</del> <u>\$26.00</u>
2"	<del>\$34.23</del> <u>\$35.98</u>

3"	<del>\$47.76</del> <u>\$49.19</u>
4"	<del>\$191.03</del> <u>\$196.76</u>
6"	<del>\$352.25</del> <u>\$362.82</u>
8"	<del>\$501.54</del> <u>\$516.55</u>
10"	<del>\$656.74</del> <u>\$676.44</u>

\* Base charge does not include any usage.

<b>Residential Potable</b>	<b>Monthly Charge per 1,000 Gallon of use</b>				
Block Size	<3,000 Gallons	3,001—10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons
Rate (\$/1,000 gal)	<del>\$0.62</del> <u>\$0.64</u>	<del>\$2.03</del> <u>\$2.09</u>	<del>\$2.09</del> <u>\$2.15</u>	<del>\$2.14</del> <u>\$2.21</u>	<del>\$2.24</del> <u>\$2.28</u>
<b>Residential Irrigation</b>	<b>Monthly Charge per 1,000 Gallon of use</b>				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	<del>\$2.09</del> <u>\$2.15</u>	<del>\$2.14</del> <u>\$2.21</u>	<del>\$2.75</del> <u>\$2.83</u>	<del>\$3.58</del> <u>\$3.69</u>	
<b>Commercial Potable</b>	<b>Monthly Charge per 1,000 Gallon of use</b>				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	<del>\$2.03</del> <u>\$2.09</u>	<del>\$2.09</del> <u>\$2.15</u>	<del>\$2.14</del> <u>\$2.21</u>	<del>\$2.21</del> <u>\$2.28</u>	
<b>Commercial Irrigation</b>	<b>Monthly Charge per 1,000 Gallon of use</b>				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	<del>\$2.09</del> <u>\$2.15</u>	<del>\$2.14</del> <u>\$2.21</u>	<del>\$2.75</del> <u>\$2.83</u>	<del>\$3.58</del> <u>\$3.69</u>	

(b) *Water utility users outside the city limits.* All water users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.

(c) *Application of charges.* The charges in this section shall apply to all classes of users, including residential and commercial (industrial, institutional, charitable or otherwise), except as otherwise provided in this Code.

(d) *Maximum monthly bill.* There shall be no maximum charge per month.

- (e) *Minimum monthly bill.* The minimum residential and commercial charge shall be the base charge based on the user's potable water meter size. The base charge does not include any usage.
- (f) *Bulk water rates.* Bulk or wholesale water rates shall be calculated to reflect the city's cost of providing water service to those entities entering into an agreement with the city. Such rates will be determined on an individual basis by the city.
- (g) *Commercial* as defined within this section, includes all uses other than residential.
- (h) *Annual rate increase.* The City Manager shall issue a written report to the City Council during the annual budget process recommending any necessary water rate adjustments.
- (i) *Computation of use.* A consumption of a fraction of any 1,000 gallons shall be the same as using the entire 1,000 gallons.

#### FISCAL IMPACT

**The approved FY 2021 Water Department budget is predicated on this rate increase.**

#### RECOMMENDATION

**Approve Ordinance No. O-11-2020 on first reading as to form only and authorize second and final public hearing on December 8, 2020 at 7:00 PM.**



**Notice to all Billing Customers**  
**of the**  
**City of Green Cove Springs**  
**Water and Wastewater Utilities**  
 Pursuant to Section 180.136, Florida Statutes

Item #2.

The City of Green Cove Springs City Council will consider rate increases to its Water and Wastewater rates and charges at public hearings to be held on Tuesday, November 10, 2020 and Tuesday, December 8, 2020. Both hearings will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

**PROPOSED WATER RATES (3% Increase)**

Monthly Base Charge: Each customer must pay a monthly base charge for each metered point of connection to the City's water system based upon water meter size associated with each connection point.

3/4" \$12.30 per month	3" \$49.19 per month
1" \$18.26 per month	4" \$196.76 per month
1 1/2" \$26.00 per month	6" \$362.82 per month
2" \$35.98 per month	8" \$516.55 per month
	10" \$676.44 per month

Water Consumption Charge(s): Each customer must pay for water consumed through each connection point based upon service type:

*Residential Potable Service*

0-3,000 gallons	\$0.64 per 1,000 gallons
3,001-10,000 gallons	\$2.09 per 1,000 gallons
10,001-15,000 gallons	\$2.15 per 1,000 gallons
15,001-20,000 gallons	\$2.21 per 1,000 gallons
20,001 gallons and over	\$2.28 per 1,000 gallons

*Commercial Potable Service*

0-10,000 gallons	\$2.09 per 1,000 gallons
10,001-15,000 gallons	\$2.15 per 1,000 gallons
15,001-20,000 gallons	\$2.21 per 1,000 gallons
20,001 gallons and over	\$2.28 per 1,000 gallons

*Residential Irrigation Service*

0-10,000 gallons	\$2.15 per 1,000 gallons
10,001-15,000 gallons	\$2.21 per 1,000 gallons
15,001-20,000 gallons	\$2.83 per 1,000 gallons
20,001 gallons and over	\$3.69 per 1,000 gallons

*Commercial Irrigation Service*

0-10,000 gallons	\$2.15 per 1,000 gallons
10,001-15,000 gallons	\$2.21 per 1,000 gallons
15,001-20,000 gallons	\$2.83 per 1,000 gallons
20,001 gallons and over	\$3.69 per 1,000 gallons

**PROPOSED WASTEWATER RATES (9% Increase)**

Monthly Base Charge: Each customer must pay for wastewater discharged into the City's wastewater collection system based upon customer class:

3/4" \$33.77 per month	3" \$221.59 per month
1" \$59.82 per month	4" \$587.19 per month
1 1/2" \$117.43 per month	6" \$1,107.89 per month
2" \$168.38 per month	8" \$1,861.26 per month
	10" \$2,658.92 per month

*Residential Service*

0-3,000 gallons	\$0.64 per 1,000 gallons
3,001-10,000 gallons	\$6.14 per 1,000 gallons
10,001-15,000 gallons	\$6.32 per 1,000 gallons
15,001-20,000 gallons	\$6.53 per 1,000 gallons
20,001 gallons and over	\$6.77 per 1,000 gallons

*Commercial Service*

0-3,000 gallons	\$0.64 per 1,000 gallons
3,001-10,000 gallons	\$6.14 per 1,000 gallons
10,001-15,000 gallons	\$6.32 per 1,000 gallons
15,001-20,000 gallons	\$6.53 per 1,000 gallons
20,001-50,000 gallons	\$6.77 per 1,000 gallons
50,001 gallons and over	\$6.97 per 1,000 gallons

Residential wastewater shall not exceed \$100.00 per month

All water and wastewater utility users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits

# LEGAL NOTICE

CITY OF GREEN COVE SPRINGS - 321 WALNUT STREET - GREEN COVE SPRINGS, FLORIDA 32043  
TEL. (904) 297-7500 - FAX (904) 284-8118

For Immediate Release/Run Once In Legal Section of Newspaper  
**Furnish Proof of Publication to the City Clerk**

**Bill to:** City of Green Cove Springs  
321 Walnut Street, Green Cove Springs, FL 32043  
Attn: Erin West

**Date:** October 29, 2020

**Contact:** Erin West, CMC, City Clerk

**Phone:** (904) 297-7500, ext. 3307      **Fax:** (904) 284-8118

**Run Once:**      **Legal Ad Section on October 29, 2020 – Furnish Affidavit**  
                         **Legal Ad Section on November 26, 2020 – Furnish Affidavit**

## PUBLIC HEARING NOTICE

The City of Green Cove Springs proposes to adopt the following Ordinance:

### ORDINANCE NO. O-11-2020

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, MODIFYING WATER RATES BY AMENDING CITY CODE CHAPTER 90 UTILITIES, ARTICLE IV - WATER SERVICE, DIVISION 3 - RATES AND CHARGES, SECTION 90-253 ENTITLED “WATER USAGE AND MONTHLY MINIMUM CHARGES”; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND SETTING AN EFFECTIVE DATE.**

The following public hearing has been scheduled and will be held in the City Council Chambers, 321 Walnut Street, Green Cove Springs, to hear comments, if any, regarding said Ordinance:

City Council:      First Reading on Tuesday, November 10, 2020 at 7:00 p.m. or shortly thereafter  
City Council:      Second & Final Reading on Tuesday, December 8, 2020 at 7:00 p.m. or shortly thereafter

Please be advised that if a person decides to appeal any decision made by the City Council with respect to any matter considered at this scheduled public hearing, he will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact City Hall at (904) 297-7500 at least three (3) days prior to the meeting. Hearing impaired persons may access through (904) 284-4849 (TDD).

Said Ordinance is available at City Hall for review during the hours of 7:30 AM to 5:00 PM, Monday through Thursday.

All interested individuals are invited to attend this public hearing.

City of Green Cove Springs

Erin West, City Clerk  
321 Walnut Street  
Green Cove Springs, FL 32043

Steve Kennedy, City Manager

**ORDINANCE NO. O-11-2020**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, MODIFYING WATER RATES BY AMENDING CITY CODE CHAPTER 90 UTILITIES, ARTICLE III - WATER SERVICE, DIVISION 3 - RATES AND CHARGES, SECTION 90-253 ENTITLED "WATER USAGE AND MONTHLY MINIMUM CHARGES"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, On August 6<sup>th</sup>, 2016 the City Council approved the Rate Study conducted by Mittauer & Associates, and on June 19, 2018 the City Council approved the Water Master Plan of which a review of the Rate Study was incorporated, and on September 29<sup>th</sup>, 2020 the City Council approved the full budget which included the proposed water rate increases and authorized the notice of a proposed Water Rate Increase; and

**WHEREAS**, public notices have been sent to all utility customers in accordance with FSS Chapter 180.136.

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

**Section 1.** City Code Section 90-253, entitled "Water usage and monthly minimum charges," which establishes water rates, is hereby amended to read as follows, effective on December 8, 2020:

Sec. 90-253. Water usage and monthly minimum charges.

- (a) *Rates schedule.* The rates, fees and charges for water service furnished by the water system of the city, referred to as a water charge, shall be based upon the quantity of water, determined by metering, furnished to each user's premises each month. The owner, occupant or tenant of each lot or parcel of land connected with or using the water system shall pay for the use of, and for the services furnished by the water system, a water charge according to the following schedule:

Base Charges for all water meters are as follows:

Meter Size	Monthly Base Charge*
3/4"	<del>\$11.94</del> <u>\$12.30</u>
1"	<del>\$17.73</del> <u>\$18.26</u>
1-1/2"	<del>\$25.24</del> <u>\$26.00</u>
2"	<del>\$34.93</del> <u>\$35.98</u>

3"	<del>\$ 47.76</del> <u>\$49.19</u>
4"	<del>\$191.03</del> <u>\$196.76</u>
6"	<del>\$352.25</del> <u>\$362.82</u>
8"	<del>\$501.51</del> <u>\$516.55</u>
10"	<del>\$656.74</del> <u>\$676.44</u>

\* Base charge does not include any usage.

<b>Residential Potable</b>	<b>Monthly Charge per 1,000 Gallon of use</b>				
Block Size	<3,000 Gallons	3,001—10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons
Rate (\$/1,000 gal)	<del>\$0.62</del> <u>\$0.64</u>	<del>\$2.03</del> <u>\$2.09</u>	<del>\$2.09</del> <u>\$2.15</u>	<del>\$2.14</del> <u>\$2.21</u>	<del>\$2.21</del> <u>\$2.28</u>
<b>Residential Irrigation</b>	<b>Monthly Charge per 1,000 Gallon of use</b>				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	<del>\$2.09</del> <u>\$2.15</u>	<del>\$2.14</del> <u>\$2.21</u>	<del>\$2.75</del> <u>\$2.83</u>	<del>\$3.58</del> <u>\$3.69</u>	
<b>Commercial Potable</b>	<b>Monthly Charge per 1,000 Gallon of use</b>				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	<del>\$2.03</del> <u>\$2.09</u>	<del>\$2.09</del> <u>\$2.15</u>	<del>\$2.14</del> <u>\$2.21</u>	<del>\$2.21</del> <u>\$2.28</u>	
<b>Commercial Irrigation</b>	<b>Monthly Charge per 1,000 Gallon of use</b>				
Block Size	<10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	<del>\$2.09</del> <u>\$2.15</u>	<del>\$2.14</del> <u>\$2.21</u>	<del>\$2.75</del> <u>\$2.83</u>	<del>\$3.58</del> <u>\$3.69</u>	

- (b) *Water utility users outside the city limits.* All water users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.
- (c) *Application of charges.* The charges in this section shall apply to all classes of users, including residential and commercial (industrial, institutional, charitable or otherwise), except as otherwise provided in this Code.

- (d) *Maximum monthly bill.* There shall be no maximum charge per month.
- (e) *Minimum monthly bill.* The minimum residential and commercial charge shall be the base charge based on the user's potable water meter size. The base charge does not include any usage.
- (f) *Bulk water rates.* Bulk or wholesale water rates shall be calculated to reflect the city's cost of providing water service to those entities entering into an agreement with the city. Such rates will be determined on an individual basis by the city.
- (g) *Commercial* as defined within this section, includes all uses other than residential.
- (h) *Annual rate increase.* The City Manager shall issue a written report to the City Council during the annual budget process recommending any necessary water rate adjustments.
- (i) *Computation of use.* A consumption of a fraction of any 1,000 gallons shall be the same as using the entire 1,000 gallons.

**Section 2. CODIFICATION.** It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Green Cove Springs as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word “ordinance” may be changed to “section” or other appropriate word.

**Section 3. REPEALER.** Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**Section 4. SEVERABILITY.** The various parts, sections and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

**Section 5. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon adoption.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2020.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
B. Van Royal, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 8<sup>TH</sup> DAY OF DECEMBER, 2020.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
B. Van Royal, 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:** Regular Council Meeting **MEETING DATE:** 11/10/2020  
**FROM:** Scott Schultz, Asst. Water Utilities Director  
**SUBJECT:** First Reading of Ordinance No. O-12-2020, an Ordinance modifying Wastewater Rates – Fiscal Year (FY) 2021.

### BACKGROUND

On August 16th, 2016, Council accepted a rate study by staff and Mittauer & Associates, which outlined required rate increases needed to finance the proposed capital improvements to the City's wastewater and reclaimed water systems. The rates began incremental increases in 2017, leveling back off in 2022. Funds collected during this period will be set aside as retained earnings, avoiding a large single increase (approximately 90%) in 2021. Each year staff will review the proposed increases for potential adjustments.

Updates and re-evaluations have taken place annually as the City has progressed in its capital improvements to the Wastewater Treatment & Collection Systems, and Reclaimed Water Systems.

There are opportunities for citizens to minimize the implications of the rate increases through water conservation and the utilization of irrigation meters (avoiding the sewer charges for water used for irrigation purposes).

In accordance with FSS Chapter 180.136, Public Notices have been sent to all utility customers.

The FY 2021 budget approved by Council is predicated on this nine percent (9%) increase.

**Section 1.** City Code Section 90-376, entitled "Wastewater Rates" which establishes wastewater rates, is hereby amended to read as follows, effective on December 8, 2020:

Sec. 90-376. – Wastewater rates.

(a) *Rates schedule.* The rates, fees and charges for wastewater service furnished by the wastewater system of the city, referred to as a "wastewater charge," shall be based upon the quantity of potable water, determined by metering, furnished to each user's premises each month. The owner, occupant or tenant of each lot or parcel of land which is connected with or uses the wastewater system shall pay for the use of, and for the services and facilities furnished by the wastewater system, a wastewater charge according to the following schedule.

Base charges for all wastewater accounts are as follows:

Meter Size	Monthly Base Charge*
¾"	<del>\$30.98</del> <u>\$33.77</u>

1"	<del>\$54.88</del> <u>\$59.82</u>
1-1/2"	<del>\$107.73</del> <u>\$117.43</u>
2"	<del>\$154.48</del> <u>\$168.38</u>
3"	<del>\$203.29</del> <u>\$221.59</u>
4"	<del>\$538.71</del> <u>\$587.19</u>
6"	<del>\$1,016.41</del> <u>\$1,107.89</u>
8"	<del>\$1,707.58</del> <u>\$1,861.26</u>
10"	<del>\$2,439.38</del> <u>\$2,658.92</u>
* Base charge does not include any usage.	

(b) *Wastewater utility users outside the city limits.* All wastewater utility users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.

(c) *Application of charges.* The charges in this section shall apply to all classes of users, including residential and commercial (industrial, institutional, charitable or otherwise), except as otherwise provided in this Code.

(d) *Maximum monthly bill.* The maximum monthly residential bill shall be \$100.00. There shall be no maximum commercial charge per month.

(e) *Minimum monthly bill.* The minimum residential and commercial charge shall be the base charge based on the user's potable water meter size. The base charge does not include any usage.

(f) *Bulk wastewater rates.* Bulk or wholesale wastewater rates shall be calculated to reflect the city's cost of providing wastewater service to those entities entering into an agreement with the city. Such rates will be determined on an individual basis by the city.

	Monthly Charge per 1,000 Gallon of use					
<b>Residential</b>						
Block Size	<3,000 gallons	3,001—10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	<del>\$0.59</del> <u>\$0.64</u>	<del>\$5.63</del> <u>\$6.14</u>	<del>\$5.80</del> <u>\$6.32</u>	<del>\$5.12</del> <u>\$6.53</u>	<del>\$6.21</del> <u>\$6.77</u>	
<b>Commercial</b>	Monthly Charge per 1,000 Gallon of use					
Block Size	<3,000 gallons	3,001—10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	20,001—50,000 gallons	>50,001 gallons

Rate (\$/1,000 gal)	\$0.59	\$5.63	\$5.80	\$5.99	\$6.24	\$6.39
	\$0.64	\$6.14	\$6.32	\$6.53	\$6.77	\$6.97

- (g) *Commercial* as defined within this section, includes all uses other than residential.
- (h) *Annual rate increase.* The City Manager shall issue a written report to the City Council during the annual budget process recommending any necessary wastewater rate adjustments.
- (i) *Computation of use.* A consumption of a fraction of any 1,000 gallons shall be the same as using the entire 1,000 gallons.

### FISCAL IMPACT

**The approved FY 2021 Wastewater Department budget is predicated on this rate increase.**

### RECOMMENDATION

**Approve Ordinance No. O-12-2020 on First Reading as to form only and authorize Second and Final Public Hearing on December 8, 2020 at 7:00 PM.**



**Notice to all Billing Customers**  
**of the**  
**City of Green Cove Springs**  
**Water and Wastewater Utilities**  
 Pursuant to Section 180.136, Florida Statutes

Item #3.

The City of Green Cove Springs City Council will consider rate increases to its Water and Wastewater rates and charges at public hearings to be held on Tuesday, November 10, 2020 and Tuesday, December 8, 2020. Both hearings will be held in the City Council Chambers in City Hall, located at 321 Walnut Street, Green Cove Springs, FL 32043, and will begin at 7:00 p.m.

Attendance is not required; however, utility customers will have an opportunity to comment on these matters at that time.

**PROPOSED WATER RATES (3% Increase)**

Monthly Base Charge: Each customer must pay a monthly base charge for each metered point of connection to the City's water system based upon water meter size associated with each connection point.

3/4" \$12.30 per month	3" \$49.19 per month
1" \$18.26 per month	4" \$196.76 per month
1 1/2" \$26.00 per month	6" \$362.82 per month
2" \$35.98 per month	8" \$516.55 per month
	10" \$676.44 per month

Water Consumption Charge(s): Each customer must pay for water consumed through each connection point based upon service type:

*Residential Potable Service*

0-3,000 gallons	\$0.64 per 1,000 gallons
3,001-10,000 gallons	\$2.09 per 1,000 gallons
10,001-15,000 gallons	\$2.15 per 1,000 gallons
15,001-20,000 gallons	\$2.21 per 1,000 gallons
20,001 gallons and over	\$2.28 per 1,000 gallons

*Commercial Potable Service*

0-10,000 gallons	\$2.09 per 1,000 gallons
10,001-15,000 gallons	\$2.15 per 1,000 gallons
15,001-20,000 gallons	\$2.21 per 1,000 gallons
20,001 gallons and over	\$2.28 per 1,000 gallons

*Residential Irrigation Service*

0-10,000 gallons	\$2.15 per 1,000 gallons
10,001-15,000 gallons	\$2.21 per 1,000 gallons
15,001-20,000 gallons	\$2.83 per 1,000 gallons
20,001 gallons and over	\$3.69 per 1,000 gallons

*Commercial Irrigation Service*

0-10,000 gallons	\$2.15 per 1,000 gallons
10,001-15,000 gallons	\$2.21 per 1,000 gallons
15,001-20,000 gallons	\$2.83 per 1,000 gallons
20,001 gallons and over	\$3.69 per 1,000 gallons

**PROPOSED WASTEWATER RATES (9% Increase)**

Monthly Base Charge: Each customer must pay for wastewater discharged into the City's wastewater collection system based upon customer class:

3/4" \$33.77 per month	3" \$221.59 per month
1" \$59.82 per month	4" \$587.19 per month
1 1/2" \$117.43 per month	6" \$1,107.89 per month
2" \$168.38 per month	8" \$1,861.26 per month
	10" \$2,658.92 per month

*Residential Service*

0-3,000 gallons	\$0.64 per 1,000 gallons
3,001-10,000 gallons	\$6.14 per 1,000 gallons
10,001-15,000 gallons	\$6.32 per 1,000 gallons
15,001-20,000 gallons	\$6.53 per 1,000 gallons
20,001 gallons and over	\$6.77 per 1,000 gallons

*Commercial Service*

0-3,000 gallons	\$0.64 per 1,000 gallons
3,001-10,000 gallons	\$6.14 per 1,000 gallons
10,001-15,000 gallons	\$6.32 per 1,000 gallons
15,001-20,000 gallons	\$6.53 per 1,000 gallons
20,001-50,000 gallons	\$6.77 per 1,000 gallons
50,001 gallons and over	\$6.97 per 1,000 gallons

Residential wastewater shall not exceed \$100.00 per month

All water and wastewater utility users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits

## ORDINANCE NO. O-12-2020

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, MODIFYING WASTEWATER RATES BY AMENDING CITY CODE CHAPTER 90 - UTILITIES, ARTICLE IV - SEWERS AND SEWAGE DISPOSAL, DIVISION 3 - RATES AND CHARGES, SECTION 90-376 ENTITLED "WASTEWATER RATES"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, On August 6<sup>th</sup> 2016, the City Council approved the Rate Study conducted by Mittauer & Associates, on August 6, 2016 City Council approved the Reclaimed Water Master Plan of which a review of the Rate Study was incorporated, and a further review of the wastewater and reclaimed water budget takes place annually as the City continues improvements to the wastewater treatment & collection systems and reclaimed water systems, and on September 29, 2020 the City Council approved the full budget which included the proposed wastewater rate increases and authorized the notice of a proposed Wastewater Rate Increase; and

**WHEREAS**, public notices have been sent to all utility customers in accordance with FSS Chapter 180.136.

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

**Section 1.** City Code Section 90-376, entitled "Wastewater Rates" which establishes wastewater rates, is hereby amended to read as follows, effective on December 8, 2020:

Sec. 90-376. – Wastewater rates.

- (a) *Rates schedule.* The rates, fees and charges for wastewater service furnished by the wastewater system of the city, referred to as a "wastewater charge," shall be based upon the quantity of potable water, determined by metering, furnished to each user's premises each month. The owner, occupant or tenant of each lot or parcel of land which is connected with or uses the wastewater system shall pay for the use of, and for the services and facilities furnished by the wastewater system, a wastewater charge according to the following schedule.

Base charges for all wastewater accounts are as follows:

Meter Size	Monthly Base Charge*
¾"	<del>\$30.98</del> <u>\$33.77</u>
1"	<del>\$54.88</del> <u>\$59.82</u>
1-½"	<del>\$107.73</del> <u>\$117.43</u>
2"	<del>\$154.48</del> <u>\$168.38</u>
3"	<del>\$203.29</del> <u>\$221.59</u>
4"	<del>\$538.71</del> <u>\$587.19</u>
6"	<del>\$1,016.41</del> <u>\$1,107.89</u>
8"	<del>\$1,707.58</del> <u>\$1,861.26</u>
10"	<del>\$2,439.38</del> <u>\$2,658.92</u>
* Base charge does not include any usage.	

- (b) *Wastewater utility users outside the city limits.* All wastewater utility users outside the city limits shall pay 125 percent of the equivalent rate charged to those users within the city limits.
- (c) *Application of charges.* The charges in this section shall apply to all classes of users, including residential and commercial (industrial, institutional, charitable or otherwise), except as otherwise provided in this Code.
- (d) *Maximum monthly bill.* The maximum monthly residential bill shall be \$100.00. There shall be no maximum commercial charge per month.
- (e) *Minimum monthly bill.* The minimum residential and commercial charge shall be the base charge based on the user's potable water meter size. The base charge does not include any usage.
- (f) *Bulk wastewater rates.* Bulk or wholesale wastewater rates shall be calculated to reflect the city's cost of providing wastewater service to those entities entering into an agreement with the city. Such rates will be determined on an individual basis by the city.

<b>Residential</b>	<b>Monthly Charge per 1,000 Gallon of use</b>					
Block Size	<3,000 gallons	3,001—10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	>20,001 gallons	
Rate (\$/1,000 gal)	<del>\$0.59</del> <u>\$0.64</u>	<del>\$5.63</del> <u>\$6.14</u>	<del>\$5.80</del> <u>\$6.32</u>	<del>\$5.99</del> <u>\$6.53</u>	<del>\$6.21</del> <u>\$6.77</u>	
<b>Commercial</b>	<b>Monthly Charge per 1,000 Gallon of use</b>					
Block Size	<3,000 gallons	3,001—10,000 gallons	10,001—15,000 gallons	15,001—20,000 gallons	20,001—50,000 gallons	>50,001 gallons
Rate (\$/1,000 gal)	<del>\$0.59</del> <u>\$0.64</u>	<del>\$5.63</del> <u>\$6.14</u>	<del>\$5.80</del> <u>\$6.32</u>	<del>\$5.99</del> <u>\$6.53</u>	<del>\$6.21</del> <u>\$6.77</u>	<del>\$6.39</del> <u>\$6.97</u>

- (g) *Commercial* as defined within this section, includes all uses other than residential.
- (h) *Annual rate increase.* The City Manager shall issue a written report to the City Council during the annual budget process recommending any necessary wastewater rate adjustments.
- (i) *Computation of use.* A consumption of a fraction of any 1,000 gallons shall be the same as using the entire 1,000 gallons.

**Section 2. CODIFICATION.** It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Green Cove Springs as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word “ordinance” may be changed to “section” or other appropriate word.

**Section 3. REPEALER.** Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**Section 4. SEVERABILITY.** The various parts, sections and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

**Section 5. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon adoption.

**INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2020.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
B. Van Royal, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

**PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, THIS 8<sup>TH</sup> DAY OF DECEMBER, 2020.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
B. Van Royal, Mayor

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
L. J. Arnold, III, City Attorney

# LEGAL NOTICE

CITY OF GREEN COVE SPRINGS - 321 WALNUT STREET - GREEN COVE SPRINGS, FLORIDA 32043  
TEL. (904) 297-7500 - FAX (904) 284-8118

For Immediate Release/Run Once In Legal Section of Newspaper  
**Furnish Proof of Publication to the City Clerk**

**Bill to:** City of Green Cove Springs  
321 Walnut Street, Green Cove Springs, FL 32043  
Attn: Erin West

**Date:** October 29, 2020  
**Contact:** Erin West, CMC, City Clerk  
**Phone:** (904) 297-7500, ext. 3307      **Fax:** (904) 284-8118

**Run Once:**      **Legal Ad Section on October 29, 2020 – Furnish Affidavit**  
                         **Legal Ad Section on November 26, 2020 – Furnish Affidavit**

## PUBLIC HEARING NOTICE

The City of Green Cove Springs proposes to adopt the following Ordinance:

### ORDINANCE NO. O-12-2020

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, MODIFYING WASTEWATER RATES BY AMENDING CITY CODE CHAPTER 90 - UTILITIES, ARTICLE IV - SEWERS AND SEWAGE DISPOSAL, DIVISION 3 - RATES AND CHARGES, SECTION 90-376 ENTITLED “WASTEWATER RATES”; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND SETTING AN EFFECTIVE DATE.**

The following public hearing has been scheduled and will be held in the City Council Chambers, 321 Walnut Street, Green Cove Springs, to hear comments, if any, regarding said Ordinance:

City Council:      First Reading on Tuesday, November 10, 2020 at 7:00 p.m. or shortly thereafter  
City Council:      Second & Final Reading on Tuesday, December 8, 2020 at 7:00 p.m. or shortly thereafter

Please be advised that if a person decides to appeal any decision made by the City Council with respect to any matter considered at this scheduled public hearing, he will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact City Hall at (904) 297-7500 at least three (3) days prior to the meeting. Hearing impaired persons may access through (904) 284-4849 (TDD).

Said Ordinance is available at City Hall for review during the hours of 7:30 AM to 5:00 PM, Monday through Thursday.

All interested individuals are invited to attend this public hearing.

City of Green Cove Springs

Erin West, City Clerk  
321 Walnut Street  
Green Cove Springs, FL 32043

Steve Kennedy, City Manager



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Session **MEETING DATE:** November 10, 2020  
**FROM:** Marlena Guthrie, Finance Director  
**SUBJECT:** Public Hearing and approval of Resolution R-30-2020, a Resolution amending the Special Revenue Building Department Fund operating budget for Fiscal Year 2020 per Exhibit "A".

### BACKGROUND

Exhibit "A" is attached listing the budget adjustment #1 for fiscal year ending September 30, 2020. This adjustment recognizes unanticipated revenues and expenditures as of September 30, 2020.

### FISCAL IMPACT

The Special Revenue Building Department Fund will increase by \$133,900 from \$311,941 to \$445,841.

### RECOMMENDATION

Approve Resolution No. R-30-2020 amending the 2020 Operating Budget for the Special Revenue Building Department Fund per Exhibit "A".

## RESOLUTION NO. R-30-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA AMENDING THE FISCAL YEAR 2019-2020 OPERATING BUDGETS, RECOGNIZING UNANTICIPATED REVENUES AND EXPENSES IN THE SPECIAL REVENUE BUILDING DEPARTMENT FUND AND PROVIDING AN EFFECTIVE DATE IN ACCORDANCE WITH EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

**WHEREAS**, it is necessary to increase the Fiscal Year 2019-2020 Special Revenue Building Department Fund budget to reflect revenues and expenses associated with unanticipated revenues from residential and commercial building permit fees, building inspection fees, residential plan review fees and school impact fees and to fund unanticipated expenditures and;

**WHEREAS**, it is necessary to hold a public hearing to approve the amendment to the Special Revenue Building Department Fund to recognize unanticipated revenues and unanticipated expenditures for the fiscal year ending September 30, 2020 and;

**WHEREAS**, interim budget adjustments are necessary for changes in expenditures and revenues during the period.

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

**Section 1.** That the interim budget adjustment of revenues and expenditures as indicated on Exhibit "A" attached hereto and made a part hereof, are hereby authorized and approved.

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN DUPLICATE, IN REGULAR SESSION THIS 10TH DAY OF NOVEMBER 2020.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
**B. Van Royal, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Erin West, City Clerk**

**APPROVED AS TO FORM ONLY:**

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**L. J. Arnold III, City Attorney**

EXHIBIT "A"		BUDGET AMENDMENT #1				
		11/10/2020				
	ACCOUNT DESCRIPTIONS	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	JUSTIFICATION
<b>BUILDING FUND 102</b>						
	<b>Building Fund (102)</b>					
	<b>Revenues</b>					
3221000	Bldg Permits-Residential	195,000	5,000		200,000	Increase in Building Permit activity for Magnolia West.
3221010	Bldg Permits-Commercial	60,000	110,000		170,000	Increase in Commercial Building Permit activity.
3221100	Bldg Inspections	500	7,700		8,200	
3222000	Plan Reviews	10,000	3,000		13,000	
3222301	Surcharge	3,500	7,000		10,500	
3810000	Transfers In From Fund Balance	37,941	-		37,941	
3699240	School Impact Fees	5,000	1,200		6,200	
	<b>TOTALS</b>	<b>311,941</b>	<b>133,900</b>	<b>-</b>	<b>445,841</b>	
	<b>Increase in Revenues</b>		<b>133,900</b>			
	<b>EXPENSES</b>					
Various	Personal Services	261,399	-	125,000	136,399	
5003100	Professional Services	-	140,500		140,500	
5003101	Maint Support/Software	4,470	-		4,470	
5003115	Building Inspections	1,500	4,600		6,100	
5003210	Auditing	2,500			2,500	
5003425	Other Contractual Services	2,500	-		2,500	
5004000	Travel & Per Diem	-	-		-	
5004100	Communications	1,200	-		1,200	
5004400	Rents & Leases	30,000	-		30,000	
5004500	Insurance	620	-		620	
5004610	Equipment Maintenance	1,500	2,500		4,000	
5004700	Printing & Binding	250	-		250	
5004910	Advertising	200	-		200	
5005100	Office Supplies	1,800	-		1,800	
5005200	Operating Supplies	3,000	-		3,000	
5005230	Vehicle Fuel	246	-		246	
5005400	Membership Dues	-	-		-	
5005401	Wellness Membership	120	-		120	
5005402	Wellness Program Premium Credit	540	-		540	
5005403	EAP Program	96	-		96	
5005410	Professional Development	-	-		-	
5006220	Building Improvements	-	13,000		13,000	
5009992	To Be Appropriated	-	98,300		98,300	
	<b>TOTALS</b>	<b>311,941</b>	<b>258,900</b>	<b>125,000</b>	<b>445,841</b>	
	<b>Net Increase in Expenses</b>		<b>133,900</b>			

# LEGAL AD

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CITY OF GREEN COVE SPRINGS - 321 WALNUT STREET - GREEN COVE SPRINGS, FLORIDA 32043

TEL. (904) 297-7500 - FAX (904) 284-8118

**Date:** October 22, 2020  
**Contact:** Finance Director Marlena Guthrie  
**Phone:** (904) 297-7500  
**Fax:** (904) 284-2718

**Run Once/ Legal Ad Section on October 29, 2020**  
**Furnish Proof of Publication**  
**Bill to Address Shown Above**

## PUBLIC HEARING NOTICE

The City Council of the City of Green Cove Springs has scheduled a public hearing to be held at 7:00 p.m., Tuesday, November 10, 2020, in the City Council Chambers, 321 Walnut Street, Green Cove Springs, Florida, to consider a resolution increasing the Special Revenue Building Department Fund Budget in the amount of \$133,900 and amending the respective operating budget within the Special Revenue Building Department Fund for fiscal year 2019/2020.

Please be advised that if a person decides to appeal any decision made by the City Council with respect to any matter considered at this scheduled public meeting, he will need to ensure that a verbatim transcript of the proceedings is made, which record includes testimony and evidence upon which the appeal is based.

In accordance with the Americans with Disabilities Act, any person needing special accommodations should contact City Hall at (904) 297-7500 at least three days prior to the hearing. Hearing impaired persons may access through (904) 529-2225 (TDD).

Said resolution may be inspected at City Hall during regular working hours and interested parties may appear at that meeting and be heard with respect to the proposed resolution.

City of Green Cove Springs  
Erin West, City Clerk  
City Hall, 321 Walnut Street  
Green Cove Springs, Florida 32043



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

---

**TO:** Regular Session **MEETING DATE:** November 10, 2020  
**FROM:** Marlena Guthrie, Finance Director  
**SUBJECT:** Public Hearing and approval of Resolution No. R-31-2020, a Resolution amending the Disaster Fund and General Fund operating budgets for Fiscal Year 2020.

### BACKGROUND

Exhibit "A" is attached listing the budget adjustment #2 for fiscal year ending September 30, 2020. This adjustment recognizes unanticipated revenues and expenditures as of September 30, 2020.

### FISCAL IMPACT

The Disaster Fund will increase by \$1,517,500 from \$0 to \$1,517,500 and the General Fund will increase by \$1,200,000 from \$10,401,719 to \$11,601,719.

### RECOMMENDATION

Approve Resolution No. R-31-2020 amending the 2020 Operating Budget for the Disaster Fund and General Fund per Exhibit "A".

EXHIBIT "A"		BUDGET AMENDMENT #2				
11/10/2020						
	ACCOUNT DESCRIPTIONS	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	JUSTIFICATION
<b>DISASTER FUND</b>						
<b>101</b>						
	<b>REVENUE</b>					
<b>3472910</b>	FEMA Revenue	-	27,500		27,500	
<b>3472915</b>	County Revenue	-	1,490,000		1,490,000	COVID-19 & CARES ACT Expenditures
	<b>TOTALS</b>	-	1,517,500	-	1,517,500	
	<b>Increase in Revenues</b>		1,517,500			
	<b>EXPENSES (1005) COVID-19</b>					
<b>5003420</b>	COVID-19 - Contract Services		4,200		4,200	
<b>5005200</b>	COVID-19 - Operating Supplies		44,000		44,000	
<b>5006400</b>	COVID-19 - IT Equipment and Software		37,500		37,500	
<b>5006404</b>	COVID-19 - ASACC Class Upgrades/Paved Drive/Food Pantry Upgrades		178,800		178,800	COVID-19 & CARES ACT Expenditures
<b>5006405</b>	COVID-19 - Citywide Touchless Faucets, Toilets & Lights		53,000		53,000	
<b>5009998</b>	COVID-19 - Transfers Out	-	1,200,000		1,200,000	
	<b>TOTALS</b>	-	1,517,500	-	1,517,500	
	<b>Net Increase in Expenses</b>		1,517,500			
<b>GENERAL FUND</b>						
<b>001</b>						
	<b>REVENUE</b>					
<b>3832000</b>	Disaster Funds Transfer In	-	1,200,000		1,200,000	COVID-19 (Cares Act) Reimbursements for Police Salaries and Benefits
	<b>TOTALS</b>	-	1,200,000	-	1,200,000	
	<b>Increase in Revenues</b>		1,200,000			
	<b>EXPENSES</b>					
	<b>General Services (1319)</b>					
<b>5009000</b>	Contribution to GF Reserves	60,000	1,200,000		1,260,000	
	<b>TOTALS</b>	60,000	1,200,000	-	1,260,000	
	<b>Net Increase in Expenses</b>		1,200,000			

## RESOLUTION NO. R-31-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA AMENDING THE FISCAL YEAR 2019-2020 OPERATING BUDGETS, RECOGNIZING UNANTICIPATED REVENUES AND EXPENSES IN THE DISASTER FUND AND GENERAL FUND AND PROVIDING AN EFFECTIVE DATE IN ACCORDANCE WITH EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF.**

**WHEREAS**, it is necessary to increase the Fiscal Year 2019-2020 Disaster Fund budget to reflect revenues and expenses associated with unanticipated revenues from COVID-19 public health emergency and CARES ACT reimbursements and to fund unanticipated expenditures and;

**WHEREAS**, it is necessary to increase the Fiscal Year 2019-2020 General Fund budget to reflect revenues and expenses associated with unanticipated revenues from COVID-19 public health emergency and CARES ACT reimbursements and to fund unanticipated expenditures and;

**WHEREAS**, it is necessary to hold a public hearing to approve the amendment to the Disaster Fund to recognize unanticipated revenues and unanticipated expenditures for the fiscal year ending September 30, 2020 and;

**WHEREAS**, it is necessary to hold a public hearing to approve the amendment to the General Fund to recognize unanticipated revenues and unanticipated expenditures for the fiscal year ending September 30, 2020 and;

**WHEREAS**, interim budget adjustments are necessary for changes in expenditures and revenues during the period.

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

**Section 1.** That the interim budget adjustment of revenues and expenditures as indicated on Exhibit “A” attached hereto and made a part hereof, are hereby authorized and approved.

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN DUPLICATE, IN REGULAR SESSION THIS 10TH DAY OF NOVEMBER 2020.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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**B. Van Royal, Mayor**

**ATTEST:**

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**Erin West, City Clerk**

**APPROVED AS TO FORM ONLY:**

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**L. J. Arnold III, City Attorney**

# LEGAL AD

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CITY OF GREEN COVE SPRINGS - 321 WALNUT STREET - GREEN COVE SPRINGS, FLORIDA 32043

TEL. (904) 297-7500 - FAX (904) 284-8118

**Date:** October 22, 2020  
**Contact:** Finance Director Marlena Guthrie  
**Phone:** (904) 297-7500  
**Fax:** (904) 284-2718

**Run Once/ Legal Ad Section on October 29, 2020**  
**Furnish Proof of Publication**  
**Bill to Address Shown Above**

## PUBLIC HEARING NOTICE

The City Council of the City of Green Cove Springs has scheduled a public hearing to be held at 7:00 p.m., Tuesday, November 10, 2020, in the City Council Chambers, 321 Walnut Street, Green Cove Springs, Florida, to consider a resolution increasing the Disaster Fund Budget in the amount of \$1,517,500 and the General Fund Budget in the amount of \$1,200,000 and amending the respective operating budgets within the Disaster Fund and General Fund for fiscal year 2019/2020.

Please be advised that if a person decides to appeal any decision made by the City Council with respect to any matter considered at this scheduled public meeting, he will need to ensure that a verbatim transcript of the proceedings is made, which record includes testimony and evidence upon which the appeal is based.

In accordance with the Americans with Disabilities Act, any person needing special accommodations should contact City Hall at (904) 297-7500 at least three days prior to the hearing. Hearing impaired persons may access through (904) 529-2225 (TDD).

Said resolution may be inspected at City Hall during regular working hours and interested parties may appear at that meeting and be heard with respect to the proposed resolution.

City of Green Cove Springs  
Erin West, City Clerk  
City Hall, 321 Walnut Street  
Green Cove Springs, Florida 32043

# CITY OF GREEN COVE SPRINGS CITY COUNCIL SPECIAL SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, OCTOBER 20, 2020 – 5:30 PM




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## MINUTES

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### **Invocation & Pledge of Allegiance to the Flag**

The invocation was given by Mayor Royal followed by the Pledge of Allegiance to the Flag of the United States of America.

### **Roll Call**

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

**COUNCIL MEMBERS ABSENT:** Vice Mayor Ed Gaw

**STAFF MEMBERS PRESENT:** L.J. Arnold, III, City Attorney (present via phone), 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**

### **PUBLIC HEARINGS**

1. Second Public Hearing regarding City's Florida Department of Transportation's Local Area Project Grant

Assistant Finance Director, Laurie Griffin advises this is the second public hearing regarding City's Florida Department of Transportation's Local Area Project Grant and the Engineer, Derek Gil is present.

Derek Gil explains the project and introduces Heather Rocha. Ms. Rocha presents a PowerPoint showing the Council where the changes will take place. Final plans should be finished in July 2021 with construction starting in the winter of 2021

Mayor Royal opens the public hearing

Henrietta Francis 2439 Bonnie Lakes Dr., GCS, questions what happens when the sidewalk gets to the railroad tracks. Mayor Royal advises it will stop but there is a possibility later on to draft an ease of transition.

Following no further public comment, the public hearing is closed.

Council discussion follows.

**Motion to approve Staff and Project Engineers to proceed with construction of a Pedestrian Path along the North side of MLK Boulevard between Vera Francis Hall Park**

**and Palmetto Avenue, including 1.23 miles from Oak Street to U.S. 17 and .39 miles to Harbor Road.**

**Motion made by Council Member Butler, Seconded by Council Member Johnson.**

**Voting Yea: Mayor Royal, Council Member Butler, Council Member Johnson, Council Member Kelley**

**COUNCIL BUSINESS**

- 1. Request for Extension for Existing Local Area Project which Expires December 31, 2020

Assistant Finance Director, Laurie Griffin explains to the Council the agreement with the Department of Transportation for the Local Area Project expires on December 31, 2020. In order to continue to receive payment for staff time utilized in overseeing the project Council needs to extend the agreement to April 2022.

**Motion to approve the City Manager and Staff to draft a requested extension to the current agreement 43677-1-38-02 with the Department of Transportation for Design Oversight and submit it to the Department of Transportation for approval.**

**Motion made by Council Member Johnson, Seconded by Council Member Butler.**

**Voting Yea: Mayor Royal, Council Member Butler, Council Member Johnson, Council Member Kelley**

**Adjournment**

There being no further business to come before the City Council, the meeting was adjourned at 5:55 p.m.

CITY OF GREEN COVE SPRINGS, FLORIDA

\_\_\_\_\_  
B. Van Royal, Mayor

Attest:

\_\_\_\_\_  
Erin West, City Clerk

# CITY OF GREEN COVE SPRINGS CITY COUNCIL REGULAR SESSION

321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA  
TUESDAY, OCTOBER 20, 2020 – 7:00 PM




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## MINUTES

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### Invocation & Pledge of Allegiance to the Flag

The invocation was given by Mr. Bob Page followed by the Pledge of Allegiance to the Flag of the United States of America.

### Roll Call

**COUNCIL MEMBERS PRESENT:** Mayor Van Royal, Vice Mayor Ed Gaw (present via phone), Council Member Connie Butler, Council Member Matt Johnson, Council Member Steven Kelley

**STAFF MEMBERS PRESENT:** L.J. Arnold, III, City Attorney (present via phone), 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**

## PUBLIC HEARINGS

1. Second and Final Public Hearing and approval of Ordinance No. O-14-2020 for the revision of the Building Fee permitting schedule

City Attorney Arnold read Ordinance No. O-14-2020 by title.

Development Services Director, Michael Daniels briefly explains the Ordinance.

Mayor Royal opens the public hearing.

Following no public comment, the public hearing is closed.

**Motion to approve Ordinance No. O-14-2020 amending City Code Chapter 14 Entitled Building and Building Regulations to revise the City's current building permit fee schedule.**

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

**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 Items 1 through 8.****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. City Council approval to write off bad debts at September 30, 2020 in the amount of \$25,070.36 for a 12-month period ending September 30, 2019 for electric, water, wastewater, solid waste and stormwater.
2. City Council approval for funding in the amount of \$80,513.00 to Essential Painting Incorporated for tank painting at all water and wastewater facilities, piggybacking on University of Florida Bid # 20B334 for wastewater facility painting.
3. City Council approval of Pay Request #1 / Final Payment in the amount of \$154,622.00 to Sawcross Inc. for modifications to the Harbor Road Wastewater Treatment Facility biosolids system.
4. City Council approval to declare items listed on Exhibit "A" as surplus and to process accordingly.
5. City Council approves award of bid for the annual contract to provide mowing, litter removal and edging of City Right-of-ways and Ponds in the amount of \$140,743.20 per year with Southland Specialties, Inc.
6. City Council approval of Minutes from 9/29/2020, 10/06/2020 Special Sessions and 10/06/2020 Regular Session.
7. City Council approval of, and authorization for the Mayor to execute, Disbursement Request # 6, which includes Mittauer Invoice # 20421 in the amount of \$15,000.00 (HRWWTF Ground Storage Tank #3 Design (which is already paid)), Mittauer Invoice # 20422 in the amount of \$12,500.00 ( Water System Improvements (which is already paid)) and Mittauer Invoice # 20423 in the amount of \$12,500.00 (Magnolia Point Cul-de-sac Pressure Improvement (which is already paid)) for a total amount of \$40,000.00, for the Design Loan Agreement with the Florida Department of Environmental Protection (FDEP), Drinking Water, State Revolving Fund (SRF), Loan DW 100102 for \$356,800.00 for the design of capital improvements to the City's Water System
8. City Council approval to pay Application #2 to KBT Contracting Corp in the amount of \$87,756.03 for the new library building.

**COUNCIL BUSINESS**

1. Discussion and possible authorization of the Citizens Advisory Committee Structure  
City Manager, Steve Kennedy speaks to the Council concerning the development of a Citizens Advisory Council and the memo that was sent to the Council with some updated information the Council had requested.  
Council discussion follows.

**Motion to approve the City Managers recommendations for the Citizens Advisory Committee.**

**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**

- 2. 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.

Executive Assistant, Kimberly Thomas speaks to the Council concerning residents wanting to have a community organized golf cart parade on December 5, 2020.

Council discussion follows

**Emergency Motion to allow the planning and coordination of a golf cart parade by residents of Green Cove Springs on December 5, 2020.**

**Motion made by Council Member Johnson, Seconded by Council Member Kelley.**

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

- 3. 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 7:57 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:** November 10, 2020  
**FROM:** Scott Schultz, Asst. Water Utilities Director  
**SUBJECT:** City Council approval of, and authorization for the Mayor to execute, Modification #1 to the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations. *Scott Schultz*

### BACKGROUND

On 8/21/2018 Council ratified the submittal by staff for an HMGP grant application for installation of generators at 17 of the City's lift stations. The total estimated cost of the project was originally \$876,425.00. The City has received a grant amount of \$537,018.75, or 75% of the revised estimated project cost of \$716,025.00. This project must be complete by February 28, 2022.

On 2/4/2020 Council approved of and authorized the mayor to execute the actual contract.

Since 2/4/2020 staff and Toco Engineering have fully evaluated the generator type for each lift station which has resulted in a change to a combination of permanently installed and portable generators. In addition, to minimize the different kilowatt and configuration of the generators, which minimizes the amount of spare parts and maintenance costs, staff has standardized on certain kilowatt versions.

These changes and improvements have resulted in Modification #1 to the original contract, which calls for eleven (11) of the generators to be portable and the rest will still be permanent. There is no change to the budget or the completion schedule.

### FISCAL IMPACT

This project is part of the approved FY 2021 wastewater CIP budget.

\$716,025.00 project cost  
 \$537,018.75 HMGP grant  
 \$179,006.25 budgetary impact

### RECOMMENDATION

Approve of, and authorize the Mayor to execute, Modification #1 to the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations.



STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis  
Governor

Jared Moskowitz  
Director

## SUB-RECIPIENT AGREEMENT CHECKLIST

### DIVISION OF EMERGENCY MANAGEMENT MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
<b>SUB-RECIPIENT:</b>	City of Green Cove Springs
<b>PROJECT #:</b>	4337-217-R
<b>PROJECT TITLE:</b>	Seventeen Lift Stations, Generators
<b>CONTRACT #:</b>	H0297
<b>MODIFICATION #:</b>	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Scott Schultz, Assistant Water Utilities Director City of Green Cove Springs 321 Walnut Street Green Cove Springs, Florida 32043

Enclosed is your copy of the proposed contract/modification between the City of Green Cove Springs and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input checked="" type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input type="checkbox"/>	One (1) Copies printed for Approval
<input type="checkbox"/>	Printed Single-sided ( <i>If your policy is to copy two-sided please contact me and I will send you one original one-sided copies for signature</i> )
<input checked="" type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative ( <i>blue ink</i> )
<input type="checkbox"/>	<b>Copy of the organization's resolution or charter</b> that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I – Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated ( ) N/A for Modifications)
<input checked="" type="checkbox"/>	One signed and dated Original mailed to FDEM – Tallahassee or <b>One Original signed electronically and emailed to Grants Specialist.</b> Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100 Attention – Grant Specialist – Veronica S. Ash, FCCM, Office 330-B <b>Email: Veronica.ash@em.myflorida.com</b>

If you have any questions regarding this contract, or who is authorized to sign it. Please contact your Project Manager at 850-815-4585 or via email at [velma.noel@em.myflorida.com](mailto:velma.noel@em.myflorida.com).

Contract Number: H0297  
Project Number: 4337-217-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
CITY OF GREEN COVE SPRINGS**

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This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Green Cove Springs ("the Sub-Recipient") to modify Contract Number H0297, dated February 27, 2020 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$537,018.75 in Federal funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in 1<sup>st</sup> Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
2. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
3. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
4. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**SUB-RECIPIENT: CITY OF GREEN COVE SPRINGS**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Jared Moskowitz, Director

Date: \_\_\_\_\_

**Attachment A**  
**(1<sup>st</sup> Revision)**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to provide protection to wastewater lift stations in Green Cove Springs, Clay County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-217-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Green Cove Springs, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall purchase and install six (6) permanent generators and eleven (11) portable generators to support seventeen (17) wastewater lift stations, located within the City of Green Cove Springs, Florida, 32043.

The HMGP project shall provide protection to seventeen (17) wastewater lift stations by the installation of six (6) permanent generators and the purchase of eleven (11) portable generators with a capacity of 20 kW, 40 kW and 80 kW depending on needs for each site, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The generators shall provide backup power and ensure the service during power outages caused by storm events.

Permanent generators shall be protected against a 500-year flood event by implementing specific activities or by locating the generators outside the Special Flood Hazard Area (SFHA). Portable generators shall be stored at a location protected against a 500-year flood event or located outside the SFHA. All generators shall be protected against wind with a rated enclosure based on their location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

<b>ID#</b>	<b>Station</b>	<b>Coordinates</b>
1)	LS 305	(29.995353, -81.696446)
2)	LS 311	(30.005928, -81.692658)
3)	LS 313	(30.005679, -81.703352)
4)	LS 314	(30.003036, -81.705263)
5)	LS 315	(29.999904, -81.699824)
6)	LS 316	(29.999155, -81.715101)
7)	LS 319	(29.983299, -81.657185)
8)	LS 320	(29.975425, -81.668672)
9)	LS 321	(29.947889, -81.670106)
10)	LS 324	(29.970951, -81.653150)

11)	LS 326	(30.021859, -81.707785)
12)	LS 327	(30.000210, -81.691315)
13)	LS 329	(30.009495, -81.706371)
14)	LS 330	(30.014690, -81.700091)
15)	LS 331	(30.023751, -81.703317)
16)	LS 334	(30.033529, -81.716757)
17)	LS 336	(30.037278, -81.709722)

Portable Generator Storage Location:

Address	Coordinates
900 Gum St, Green Cove Springs, FL 32043	(29.995641, -81.684817)

**TASKS & DELIVERABLES:**

**A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient’s procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed “Debarment, Suspension, Ineligibility, Voluntary Exclusion Form” for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
  - b) Local Building Official Inspection Report and Final Approval.
  - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
  - d) Signed and Sealed copy of the As-built plans, as applicable.
  - e) Certified Letter of Completion, as applicable:
    1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    2. Certifying Compliance with all applicable codes.
  - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
  - g) Verification letter or documentation showing the generators are protected to the 500-year (0.2% annual chance) flood elevation.
  - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expense:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

## **B) Deliverables:**

Mitigation Activities consist of providing protection to seventeen (17) wastewater lift stations located within the City of Green Cove Springs, Florida, 32043, by installing six (6) permanent generators and purchasing eleven (11) portable generators with a capacity of

20 kW, 40 kW and 80 kW depending on needs for each site.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind with a rated enclosure based on their location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

**D) Environmental:**

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of

compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) The generators are supporting a critical action and must be stored and used in an unshaded X zone or must be protected to the 500 year (0.2% annual chance) flood elevation if placed in a Special Flood Hazard Area (SFHA) or shaded X zone. The Sub-Recipient must submit documentation to the State documenting which protective option they selected.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **4337-217-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on July 23, 2019; this Agreement was executed on February 27, 2020; and the Period of Performance for this project shall end on **February 28, 2022**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

State and Local Contracting:	8 Months
Design / Permitting:	3 Months
Bidding and Contracting:	3 Months
Construction / Installation:	12 Months
State and Local Inspection:	2 Months
Closeout:	3 Months
<b>Total Period of Performance:</b>	<b>31 Months</b>

**BUDGET****Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Share</b>	<b>Non-Federal Share</b>
Materials:	\$690,000.00	\$517,500.00	\$172,500.00
Labor:	\$21,350.00	\$16,012.50	\$5,337.50
Fees:	\$4,675.00	\$3,506.25	\$1,168.75
<b>Initial Agreement Amount:</b>	<b>\$716,025.00</b>	<b>\$537,018.75</b>	<b>\$179,006.25</b>
***Contingency Funds:	\$0.00	\$0.00	\$0.00
<b>Project Total:</b>	<b>\$716,025.00</b>	<b>\$537,018.75</b>	<b>\$179,006.25</b>

\*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

\*\*\* **This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$4,675.00.

**Funding Summary**

Federal Share:	\$537,018.75	(75.00%)
Non-Federal Share:	\$179,006.25	(25.00%)
<b>Total Project Cost:</b>	<b>\$716,025.00</b>	<b>(100.00%)</b>

**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT:** City of Green Cove Springs

If you are requesting an advance, indicate same by checking the box below.

<p><input checked="" type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ <u>333,578.12</u> is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
---

If you are requesting an advance, complete the following chart and line item justification below.  
**PLEASE NOTE:** Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b><u>2020 -2021</u> Anticipated Expenditures for First Three Months of Contract</b>
<u>For example</u> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	75% of expenditures for the direct purchase of generators and transfer switches
<u>For example</u> <b>PROGRAM EXPENSES</b>	Program Expenses
<b>TOTAL EXPENSES</b>	<b>\$444,770.94</b>

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**City of Green Cove Spring**  
**Utility Mitigation and Generator Project**  
**Project # 4337-217 -R**  
**Contract #H0297**

**Line Item Justification- Materials**

The City of Green Cove Springs is requesting the amount of \$333,578.12. The monies are 75% of the purchase cost for the generators for the above referenced project number. The City of Green Cove Springs will purchase the switches for each portable and permanent generator with the monies, as well. Obtaining the generators is a crucial need for completion of above referenced project. The City of Green Cove Springs obtain quotes and conducted a cost benefit analysis, from 4 vendors. Documentation of pricing will be attached with advanced pay request.

**Cost Breakdown**

The City of Green Cove Springs will purchase ,11 portable and 6 Permanent generators from Yanmar Master Engine Center and Cummins Inc.

- 11 Portable Generators
- 6 Permanent Generators with Automatic Transfer Switches
- Switches for Portable Generators
- Total = \$444,770.94 75% of Total = \$ 333,578.12

Date October 8, 2020

Project # HMGP Project # 4337-217-R

Approver Name Velma Noel, FCCM

Submitted by Scott Schultz, Asst. Water Utilities Director

Phone (904) 219-7540

Email sschultz@greencovesprings.com

Send Check to (name) City of Green Cove Springs

Address 321 Walnut Street

City/State/Zip Green Cove Springs, FL 32043

Description of Purchase	Amount
11 portable & 3 permanent generators – Mastry / Yanmar	\$261,576.00 (75%)
3 permanent generators -- Cummins	\$72,002.20 (75%)
<b>Total</b>	<b>\$333,578.20</b>

Schedule Description	Date
Receive payment from HMGP	October 31, 2020
Create and send purchase orders for Mastry and Cummins	November 7, 2020
Generators received	January 15, 2021
Invoices received and final payment submitted	January 30, 2021



**Sales and  
Service**

Enclosure - Wind Load 180 MPH, ASCE7-10  
 Skidbase - Housing Ready  
 UL142 Sub Base Dual Wall Basic, Diesel Fuel Tank, 48 Hour Minimum  
 Control Mounting - Left Facing  
 PowerCommand2.3 Controller  
 Gauge - Oil Pressure  
 AmpSentry™ UL Listed Protective Relay  
 Stop Switch - Emergency  
 Signals - Aux, Input / Output  
 Control Display Language - English  
 Load Connection - Single  
 Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 100%, UL  
 Circuit Breaker or Terminal Box - Position B (Generator Right Side) - None  
 Circuit Breaker or Terminal Box - Position C (Generator Right Side) - None  
 Engine Governor - Electronic, Isochronous  
 Fuel Water Separator  
 Low Fuel Level Switch, 40%  
 Mechanical Fuel Gauge  
 Switch - Fuel Tank, Rupture Basin  
 Engine Starter - 12 Volt DC Motor  
 Engine Air Cleaner - Normal Duty  
 Battery Charging Alternator  
 Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted  
 Shutdown - Low Coolant Level  
 Extension - Coolant Drain  
 Engine Coolant - 50% Antifreeze, 50% Water Mixture  
 Coolant Heater  
 Engine Oil

Quotation: O-162202-Q-03264

Doc Ref: City of GCS Stations 314, 315, & 319 Q-03264-  
20201001-1301



**Sales and  
Service**

Genset Warranty - 2 Years Base

Literature - English

Packing - Skid, Poly Bag

Larger Battery Rack

Extension - Oil Drain

Sandstone Sound Level 2 Intake Baffle - Ship Loose

**2 OTPC Transfer Switch-Power Command: 400A Station 314**

1

Transfer Switch-Onan, PwrCmd, 400 Amp

Listing - UL 1008 / CSA Certification

Application - Utility to Genset

Cabinet - Type 3R

Poles - 3 (Solid Neutral)

Frequency - 60 Hz

System - Single Phase, 2 or 3 Wire

Voltage - 240 Volts AC

Level 1 Transfer Switch Control

Control Panel, Security Key Switch

Display - Digital

Aux Relay - Emergency Position - 12 Volts DC

Aux Relay - Normal Position - 12 Volts DC

Transfer Switch Warranty - Year 0 - 2: Parts, Labor and Travel Year 3 - 5: Parts Only Year 6 - 10: Main Contacts Only

**3 C80D6C Genset-Diesel, 60Hz, 80kW Station 315**

1

U.S. EPA, Stationary Emergency Application

Genset-Diesel, 60Hz, 80kW

Duty Rating - Standby Power (ESP)

Listing - UL 2200



**Sales and  
Service**

NFPA 110 Type 10 Level 1 Capable

Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency

Exciter / Regulator - Permanent Magnet Generator, 3 Phase Sensor

Voltage - 120 / 208, 3 Phase, Wye

Alternator - 60Hz, 12L, 208 / 120V, 120C, 40C Ambient

Alternator Heater, 120 Volt AC

Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System

Enclosure Color - Sandstone, Aluminum

Enclosure - Wind Load 180 MPH, ASCE7-10

Skidbase - Housing Ready

UL142 Sub Base Dual Wall Basic, Diesel Fuel Tank, 48 Hour Minimum

Control Mounting - Left Facing

PowerCommand2.3 Controller

Gauge - Oil Pressure

Amp Sentry™ UL Listed Protective Relay

Stop Switch - Emergency

Signals - Aux, Input / Output

Control Display Language - English

Load Connection - Single

Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 100%, UL

Circuit Breaker or Terminal Box - Position B (Generator Right Side) - None

Circuit Breaker or Terminal Box - Position C (Generator Right Side) - None

Engine Governor - Electronic, Isochronous

Fuel Water Separator

Low Fuel Level Switch, 40%

Mechanical Fuel Gauge

Switch - Fuel Tank, Rupture Basin

Engine Starter - 12 Volt DC Motor

Quotation: O-162202-Q-03264

Doc Ref: City of GCS Stations 314, 315, & 319 Q-03264-  
20201001-1301



**Sales and  
Service**

Engine Air Cleaner - Normal Duty  
 Battery Charging Alternator  
 Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted  
 Shutdown - Low Coolant Level  
 Extension - Coolant Drain  
 Engine Coolant - 50% Antifreeze, 50% Water Mixture  
 Coolant Heater  
 Engine Oil  
 Genset Warranty - 2 Years Base  
 Literature - English  
 Packing - Skid, Poly Bag  
 Larger Battery Rack  
 Extension - Oil Drain  
 Sandstone Sound Level 2 Intake Baffle - Ship Loose

**4 OTPC Transfer Switch-Power Command: 300A Station 315**

1

Transfer Switch-Onan, PwrCmd, 300 Amp  
 Listing - UL 1008 / CSA Certification  
 Application - Utility to Genset  
 Cabinet - Type 3R  
 Poles - 3 (Solid Neutral)  
 Frequency - 60 Hz  
 System - 3 Phase, 3 or 4 Wire  
 Voltage - 208 Volts AC  
 Level 1 Transfer Switch Control  
 Control Panel, Security Key Switch  
 Display - Digital  
 Aux Relay - Emergency Position - 12 Volts DC



**Sales and Service**

Aux Relay - Normal Position - 12 Volts DC

Transfer Switch Warranty - Year 0 - 2: Parts, Labor and Travel Year 3 - 5: Parts Only Year 6 - 10: Main Contacts Only

Factory Direct Shipment to Customer

1

Factory Direct Shipment to Customer

1

**5 C80D6C Genset-Diesel, 60Hz, 80kW Station 319**

1

U.S. EPA, Stationary Emergency Application

Genset-Diesel, 60Hz, 80kW

Duty Rating - Standby Power (ESP)

Listing - UL 2200

NFPA 110 Type 10 Level 1 Capable

Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency

Exciter / Regulator - Permanent Magnet Generator, 3 Phase Sensor

Voltage - 120 / 240, 3 Phase Delta

Alternator - 60Hz, 12L, 240 / 120V, 120C, 40C Ambient

Alternator Heater, 120 Volt AC

Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System

Enclosure Color - Sandstone, Aluminum

Enclosure - Wind Load 180 MPH, ASCE7-10

Skidbase - Housing Ready

UL 142 Sub Base Dual Wall Basic, Diesel Fuel Tank, 48 Hour Minimum

Control Mounting - Left Facing

PowerCommand 2.3 Controller

Gauge - Oil Pressure

Amp Sentry™ UL Listed Protective Relay

Stop Switch - Emergency

Signals - Aux, Input / Output



**Sales and  
Service**

Control Display Language - English

Load Connection - Single

Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL

Circuit Breaker or Terminal Box - Position B (Generator Right Side) - None

Circuit Breaker or Terminal Box - Position C (Generator Right Side) - None

Engine Governor - Electronic, Isochronous

Fuel Water Separator

Low Fuel Level Switch, 40%

Mechanical Fuel Gauge

Switch - Fuel Tank, Rupture Basin

Engine Starter - 12 Volt DC Motor

Engine Air Cleaner - Normal Duty

Battery Charging Alternator

Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted

Shutdown - Low Coolant Level

Extension - Coolant Drain

Engine Coolant - 50% Antifreeze, 50% Water Mixture

Coolant Heater

Engine Oil

Genset Warranty - 2 Years Base

Literature - English

Packing - Skid, Poly Bag

Larger Battery Rack

Extension - Oil Drain

Sandstone Sound Level 2 Intake Baffle - Ship Loose

Enclosure Installation Kit (Arrow) 1

Circuit Breaker Installation-12VDC Shunt Trip 1



Circuit Breaker Installation-1SPDT,Auxiliary Contacts	1
Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
E STOP BRK Glass NEMA 3 w/ contacts	1
Factory Direct Shipment to Customer	1
Enclosure Installation Kit (Arrow)	1
Circuit Breaker Installation-12VDC Shunt Trip	1
Circuit Breaker Installation-1SPDT,Auxiliary Contacts	1
Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
E STOP BRK Glass NEMA 3 w/ contacts	1
Factory Direct Shipment to Customer	1
Enclosure Installation Kit (Arrow)	1
Circuit Breaker Installation-12VDC Shunt Trip	1
Circuit Breaker Installation-1SPDT,Auxiliary Contacts	1
Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
E STOP BRK Glass NEMA 3 w/ contacts	1
Factory Direct Shipment to Customer	1
<b>6 OTPC Transfer Switch-Power Command: 260A Station 319</b>	<b>1</b>
Transfer Switch-Onan, PwrCmd, 260 Amp	
Listing - UL 1008 / CSA Certification	
Application - Utility to Genset	
Cabinet - Type 3R	
Poles - 3 (Solid Neutral)	



**Sales and Service**

Frequency - 60 Hz

System - 3 Phase, 3 or 4 Wire

Voltage - 240 Volts AC

Level 1 Transfer Switch Control

Control Panel, Security Key Switch

Display - Digital

Aux Relay - Emergency Position - 12 Volts DC

Aux Relay - Normal Position - 12 Volts DC

Transfer Switch Warranty - Year 0 - 2: Parts, Labor and Travel Year 3 - 5: Parts Only Year 6 - 10: Main Contacts Only

Factory Direct Shipment to Customer 1

**7 Service - start up & load bank testing All Stations 3**

**Grand Total USD 96,002.94**

NOTE: Quote Grand Total does not include any tax.

**Scott Schultz**

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**From:** JENSEN Doug (Doug Jensen) <djensen@mastry.com>  
**Sent:** Wednesday, September 30, 2020 4:06 PM  
**To:** Scott Schultz  
**Subject:** RE: Final Spreadsheet

**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.

Confirmed all good

**From:** Scott Schultz <sschultz@greencovesprings.com>  
**Sent:** Wednesday, September 30, 2020 8:30 AM  
**To:** JENSEN Doug (Doug Jensen) <djensen@mastry.com>  
**Subject:** Final Spreadsheet

Doug:

Please review the attached spreadsheet. This is what I will be sending to HMGP / FEMA. Just want to make sure we have the numbers correct as this will be the amount of the PO.

Scott Schultz  
Water & Wastewater Utilities  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, FL 32043  
(904) 219-7540

PERMANENT GENERATORS

Station #	Address	Capacity (kW)	Incoming Electrical Volt (V)	Phase	Main Breaker (AMP)	Mastry quote #	Mastry Model	Mastry KW	AMP RATING	COST EA	Transfer Switch	COST EA	Total Cost
305	507 Vermont Ave	30 kW	230 V	single	100 amps	QUO8085	MEC35DSA-Y	35	125	18,700	TS870 NEMA 4 200AMP	4048	22,748
326	3260 US 17 North	30 kW	230 V	three	100 amps	QUO8082	MEC35DSA-Y	35	125	17,830	TS870 NEMA 4 200AMP	4048	21,878
331	3076 Five Oaks Ln Unit 1	30 kW	208 V	three	100 amps	QUO8008	MEC35DSA-Y	35	125	17,830	TS870 NEMA 4 200AMP	4048	21,878

TRAILER MOUNTED

Station #	Address	Capacity (kW)	Incoming Electrical Volt (V)	Phase	Main Breaker (AMP)	Mastry quote #	Mastry Model	Mastry KW	AMP RATING	COST EA	Transfer Switch	COST EA	Total Cost
311	Magnolia Lane shopping center	35 kw	208 V	three		QUO8146	MEC35DSA-Y	35	125	21,656	V/Phase Selector SW 200 AMP	2657	24,313
313	Constancia Dr [Magnolia Pt]	35 kw	208 V	three		QUO8146	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313
329	Olympic Dr [Magnolia Pt]	35 kw	208 V	three		QUO8146	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313
330	Majestic Oaks Ln Hickory Knolls	35 kw	208 V	three		QUO8146	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313
316	Cherry Hills Ct [Magnolia Pt]	35 kw	240 V	single		QUO8148	MEC35DSA-Y	35	125	20,545	200 AMP	2657	24,313
320	End of HallPark Rd@Tamko	60 kw	240 V	three		QUO8004	MEC60DSA-JD	60	225	27,912	400 AMP	4367	32,279
321	JP Hall Blvd@food Lion Whs	60 kw	240 V	three		QUO8004	MEC60DSA-JD	60	225	27,912	400 AMP	4367	32,279
324	Wildwood Rd @Pegasus Ind PK	35 kw	240 V	three		QUO8152	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313
327	Calico Jack Way -The Cove	35 Kw	230 V	three		QUO8158	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313
334	Cypress Wall PL Edgewater Land	35 kw	230 V	three		QUO8158	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313
336	Ball Rd Black Creek Village	35 kw	230 V	three		QUO8158	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313

**Total Cost**

**348,768**



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** November 10, 2020

**FROM:** Scott Schultz, Asst. Water Utilities Director

**SUBJECT:** City Council approval of, and authorization for funding in the amount of 348,768.00 to Mastry / Yanmar, and funding in the amount of 90,003.63 to Cummins Southeast, for a total amount of \$438,771.63 to purchase of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement # H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations. Note: When you factor in the 75% funding from HMGP, the actual budgetary impact will be \$109,692.90. Staff has requested an advance from HMGP in the amount of \$333,578.20 but due to lead times the generator orders need to be placed prior to receipt.

### BACKGROUND

On 8/21/2018 Council ratified the submittal by staff for an HMGP grant application for installation of generators at 17 of the City's lift stations. The total estimated cost of the project was \$876,425.00. The City has received a grant amount of \$537,018.75, or 75% of the revised estimated project cost of \$716,025.00. This project must be complete by February 28, 2022.

On 2/4/2020 Council approved of and authorized the mayor to execute the actual contract.

Since 2/4/2020 staff and Toco Engineering have fully evaluated the generator type for each lift station which has resulted in a change to a combination of permanently installed and portable generators. In addition, to minimize the different kilowatt and configuration of the generators which minimizes the amount of spare parts and maintenance costs, staff has standardized on certain kilowatt versions.

These changes and improvements have resulted in Modification #1 to the original contract which is up for approval 11/10/2020.

This agenda item is for approval to purchase the generators.

### FISCAL IMPACT

This project is part of the FY 2021 wastewater budget.

\$876,425.00 project cost  
 \$537,018.75 HMGP grant  
 \$339,406.25 budgetary impact

### RECOMMENDATION

Approve of, and authorize funding in the amount of 326,970.00 to Mastry / Yanmar, and funding in the amount of 90,003.63 to Cummins Southeast, for a total amount of \$416,973.62 to purchase of generators as part of the Hazard Mitigation Grant Program (HMGP), Federally-Funded Subaward and Grant Agreement #

H0297 / Project Number 4337-217-R, for \$537,018.75, for Utility Mitigation and Generator Project to install generators on 17 of the City's lift stations.

**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT:** City of Green Cove Springs

If you are requesting an advance, indicate same by checking the box below.

<p><input checked="" type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ <u>333,578.12</u> is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
---

If you are requesting an advance, complete the following chart and line item justification below.  
**PLEASE NOTE:** Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b><u>2020 -2021</u> Anticipated Expenditures for First Three Months of Contract</b>
<u>For example</u> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	75% of expenditures for the direct purchase of generators and transfer switches
<u>For example</u> <b>PROGRAM EXPENSES</b>	Program Expenses
<b>TOTAL EXPENSES</b>	<b>\$444,770.94</b>

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**City of Green Cove Spring**  
**Utility Mitigation and Generator Project**  
**Project # 4337-217 -R**  
**Contract #H0297**

**Line Item Justification- Materials**

The City of Green Cove Springs is requesting the amount of \$333,578.12. The monies are 75% of the purchase cost for the generators for the above referenced project number. The City of Green Cove Springs will purchase the switches for each portable and permanent generator with the monies, as well. Obtaining the generators is a crucial need for completion of above referenced project. The City of Green Cove Springs obtain quotes and conducted a cost benefit analysis, from 4 vendors. Documentation of pricing will be attached with advanced pay request.

**Cost Breakdown**

The City of Green Cove Springs will purchase ,11 portable and 6 Permanent generators from Yanmar Master Engine Center and Cummins Inc.

- 11 Portable Generators
- 6 Permanent Generators with Automatic Transfer Switches
- Switches for Portable Generators
- Total = \$444,770.94 75% of Total = \$ 333,578.12





**Sales and  
Service**

Enclosure - Wind Load 180 MPH, ASCE7-10  
 Skidbase - Housing Ready  
 UL142 Sub Base Dual Wall Basic, Diesel Fuel Tank, 48 Hour Minimum  
 Control Mounting - Left Facing  
 PowerCommand2.3 Controller  
 Gauge - Oil Pressure  
 AmpSentry™ UL Listed Protective Relay  
 Stop Switch - Emergency  
 Signals - Aux, Input / Output  
 Control Display Language - English  
 Load Connection - Single  
 Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 100%, UL  
 Circuit Breaker or Terminal Box - Position B (Generator Right Side) - None  
 Circuit Breaker or Terminal Box - Position C (Generator Right Side) - None  
 Engine Governor - Electronic, Isochronous  
 Fuel Water Separator  
 Low Fuel Level Switch, 40%  
 Mechanical Fuel Gauge  
 Switch - Fuel Tank, Rupture Basin  
 Engine Starter - 12 Volt DC Motor  
 Engine Air Cleaner - Normal Duty  
 Battery Charging Alternator  
 Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted  
 Shutdown - Low Coolant Level  
 Extension - Coolant Drain  
 Engine Coolant - 50% Antifreeze, 50% Water Mixture  
 Coolant Heater  
 Engine Oil

Quotation: O-162202-Q-03264

Doc Ref: City of GCS Stations 314, 315, & 319 Q-03264-  
20201001-1301



**Sales and  
Service**

Genset Warranty - 2 Years Base

Literature - English

Packing - Skid, Poly Bag

Larger Battery Rack

Extension - Oil Drain

Sandstone Sound Level 2 Intake Baffle - Ship Loose

**2 OTPC Transfer Switch-Power Command: 400A Station 314**

1

Transfer Switch-Onan, PwrCmd, 400 Amp

Listing - UL 1008 / CSA Certification

Application - Utility to Genset

Cabinet - Type 3R

Poles - 3 (Solid Neutral)

Frequency - 60 Hz

System - Single Phase, 2 or 3 Wire

Voltage - 240 Volts AC

Level 1 Transfer Switch Control

Control Panel, Security Key Switch

Display - Digital

Aux Relay - Emergency Position - 12 Volts DC

Aux Relay - Normal Position - 12 Volts DC

Transfer Switch Warranty - Year 0 - 2: Parts, Labor and Travel Year 3 - 5: Parts Only Year 6 - 10: Main Contacts Only

**3 C80D6C Genset-Diesel, 60Hz, 80kW Station 315**

1

U.S. EPA, Stationary Emergency Application

Genset-Diesel, 60Hz, 80kW

Duty Rating - Standby Power (ESP)

Listing - UL 2200



**Sales and  
Service**

NFPA 110 Type 10 Level 1 Capable

Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency

Exciter / Regulator - Permanent Magnet Generator, 3 Phase Sensor

Voltage - 120 / 208, 3 Phase, Wye

Alternator - 60Hz, 12L, 208 / 120V, 120C, 40C Ambient

Alternator Heater, 120 Volt AC

Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System

Enclosure Color - Sandstone, Aluminum

Enclosure - Wind Load 180 MPH, ASCE7-10

Skidbase - Housing Ready

UL142 Sub Base Dual Wall Basic, Diesel Fuel Tank, 48 Hour Minimum

Control Mounting - Left Facing

PowerCommand 2.3 Controller

Gauge - Oil Pressure

Amp Sentry™ UL Listed Protective Relay

Stop Switch - Emergency

Signals - Aux, Input / Output

Control Display Language - English

Load Connection - Single

Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 100%, UL

Circuit Breaker or Terminal Box - Position B (Generator Right Side) - None

Circuit Breaker or Terminal Box - Position C (Generator Right Side) - None

Engine Governor - Electronic, Isochronous

Fuel Water Separator

Low Fuel Level Switch, 40%

Mechanical Fuel Gauge

Switch - Fuel Tank, Rupture Basin

Engine Starter - 12 Volt DC Motor

Quotation: O-162202-Q-03264

Doc Ref: City of GCS Stations 314, 315, & 319 Q-03264-  
20201001-1301



**Sales and  
Service**

Engine Air Cleaner - Normal Duty  
 Battery Charging Alternator  
 Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted  
 Shutdown - Low Coolant Level  
 Extension - Coolant Drain  
 Engine Coolant - 50% Antifreeze, 50% Water Mixture  
 Coolant Heater  
 Engine Oil  
 Genset Warranty - 2 Years Base  
 Literature - English  
 Packing - Skid, Poly Bag  
 Larger Battery Rack  
 Extension - Oil Drain  
 Sandstone Sound Level 2 Intake Baffle - Ship Loose

**4 OTPC Transfer Switch-Power Command: 300A Station 315**

1

Transfer Switch-Onan, PwrCmd, 300 Amp  
 Listing - UL 1008 / CSA Certification  
 Application - Utility to Genset  
 Cabinet - Type 3R  
 Poles - 3 (Solid Neutral)  
 Frequency - 60 Hz  
 System - 3 Phase, 3 or 4 Wire  
 Voltage - 208 Volts AC  
 Level 1 Transfer Switch Control  
 Control Panel, Security Key Switch  
 Display - Digital  
 Aux Relay - Emergency Position - 12 Volts DC



**Sales and Service**

Aux Relay - Normal Position - 12 Volts DC

Transfer Switch Warranty - Year 0 - 2: Parts, Labor and Travel Year 3 - 5: Parts Only Year 6 - 10: Main Contacts Only

Factory Direct Shipment to Customer

1

Factory Direct Shipment to Customer

1

**5 C80D6C Genset-Diesel, 60Hz, 80kW Station 319**

1

U.S. EPA, Stationary Emergency Application

Genset-Diesel, 60Hz, 80kW

Duty Rating - Standby Power (ESP)

Listing - UL 2200

NFPA 110 Type 10 Level 1 Capable

Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency

Exciter / Regulator - Permanent Magnet Generator, 3 Phase Sensor

Voltage - 120 / 240, 3 Phase Delta

Alternator - 60Hz, 12L, 240 / 120V, 120C, 40C Ambient

Alternator Heater, 120 Volt AC

Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System

Enclosure Color - Sandstone, Aluminum

Enclosure - Wind Load 180 MPH, ASCE7-10

Skidbase - Housing Ready

UL 142 Sub Base Dual Wall Basic, Diesel Fuel Tank, 48 Hour Minimum

Control Mounting - Left Facing

PowerCommand 2.3 Controller

Gauge - Oil Pressure

Amp Sentry™ UL Listed Protective Relay

Stop Switch - Emergency

Signals - Aux, Input / Output



**Sales and  
Service**

Control Display Language - English

Load Connection - Single

Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL

Circuit Breaker or Terminal Box - Position B (Generator Right Side) - None

Circuit Breaker or Terminal Box - Position C (Generator Right Side) - None

Engine Governor - Electronic, Isochronous

Fuel Water Separator

Low Fuel Level Switch, 40%

Mechanical Fuel Gauge

Switch - Fuel Tank, Rupture Basin

Engine Starter - 12 Volt DC Motor

Engine Air Cleaner - Normal Duty

Battery Charging Alternator

Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted

Shutdown - Low Coolant Level

Extension - Coolant Drain

Engine Coolant - 50% Antifreeze, 50% Water Mixture

Coolant Heater

Engine Oil

Genset Warranty - 2 Years Base

Literature - English

Packing - Skid, Poly Bag

Larger Battery Rack

Extension - Oil Drain

Sandstone Sound Level 2 Intake Baffle - Ship Loose

Enclosure Installation Kit (Arrow) 1

Circuit Breaker Installation-12VDC Shunt Trip 1



**Sales and  
Service**

	Circuit Breaker Installation-1SPDT,Auxiliary Contacts	1
	Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
	E STOP BRK Glass NEMA 3 w/ contacts	1
	Factory Direct Shipment to Customer	1
	Enclosure Installation Kit (Arrow)	1
	Circuit Breaker Installation-12VDC Shunt Trip	1
	Circuit Breaker Installation-1SPDT,Auxiliary Contacts	1
	Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
	E STOP BRK Glass NEMA 3 w/ contacts	1
	Factory Direct Shipment to Customer	1
	Enclosure Installation Kit (Arrow)	1
	Circuit Breaker Installation-12VDC Shunt Trip	1
	Circuit Breaker Installation-1SPDT,Auxiliary Contacts	1
	Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
	E STOP BRK Glass NEMA 3 w/ contacts	1
	Factory Direct Shipment to Customer	1
<b>6</b>	<b>OTPC Transfer Switch-Power Command: 260A Station 319</b>	<b>1</b>
	Transfer Switch-Onan, PwrCmd, 260 Amp	
	Listing - UL 1008 / CSA Certification	
	Application - Utility to Genset	
	Cabinet - Type 3R	
	Poles - 3 (Solid Neutral)	



**Sales and Service**

Frequency - 60 Hz

System - 3 Phase, 3 or 4 Wire

Voltage - 240 Volts AC

Level 1 Transfer Switch Control

Control Panel, Security Key Switch

Display - Digital

Aux Relay - Emergency Position - 12 Volts DC

Aux Relay - Normal Position - 12 Volts DC

Transfer Switch Warranty - Year 0 - 2: Parts, Labor and Travel Year 3 - 5: Parts Only Year 6 - 10: Main Contacts Only

Factory Direct Shipment to Customer

1

**7 Service - start up & load bank testing All Stations**

3

**Grand Total USD 96,002.94**

NOTE: Quote Grand Total does not include any tax.

## Scott Schultz

---

**From:** JENSEN Doug (Doug Jensen) <djensen@mastry.com>  
**Sent:** Wednesday, September 30, 2020 4:06 PM  
**To:** Scott Schultz  
**Subject:** RE: Final Spreadsheet

**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.

Confirmed all good

**From:** Scott Schultz <sschultz@greencovesprings.com>  
**Sent:** Wednesday, September 30, 2020 8:30 AM  
**To:** JENSEN Doug (Doug Jensen) <djensen@mastry.com>  
**Subject:** Final Spreadsheet

Doug:

Please review the attached spreadsheet. This is what I will be sending to HMGP / FEMA. Just want to make sure we have the numbers correct as this will be the amount of the PO.

Scott Schultz  
Water & Wastewater Utilities  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, FL 32043  
(904) 219-7540

PERMANENT GENERATORS

Station #	Address	Capacity (kW)	Incoming Electrical Volt (V)	Phase	Main Breaker (AMP)	Mastry quote #	Mastry Model	Mastry KW	AMP RATING	COST EA	Transfer Switch	COST EA	Total Cost
305	507 Vermont Ave	30 kW	230 V	single	100 amps	QUO8085	MEC35DSA-Y	35	125	18,700	TS870 NEMA 4 200AMP	4048	22,748
326	3260 US 17 North	30 kW	230 V	three	100 amps	QUO8082	MEC35DSA-Y	35	125	17,830	TS870 NEMA 4 200AMP	4048	21,878
331	3076 Five Oaks Ln Unit 1	30 kW	208 V	three	100 amps	QUO8008	MEC35DSA-Y	35	125	17,830	TS870 NEMA 4 200AMP	4048	21,878

TRAILER MOUNTED

Station #	Address	Capacity (kW)	Incoming Electrical Volt (V)	Phase	Main Breaker (AMP)	Mastry quote #	Mastry Model	Mastry KW	AMP RATING	COST EA	Transfer Switch	COST EA	Total Cost
311	Magnolia Lane shopping center	35 kw	208 V	three		QUO8146	MEC35DSA-Y	35	125	21,656	V/Phase Selector SW 200 AMP	2657	24,313
313	Constancia Dr [Magnolia Pt]	35 kw	208 V	three		QUO8146	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313
329	Olympic Dr [Magnolia Pt]	35 kw	208 V	three		QUO8146	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313
330	Majestic Oaks Ln Hickory Knolls	35 kw	208 V	three		QUO8146	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313
316	Cherry Hills Ct [Magnolia Pt]	35 kw	240 V	single		QUO8148	MEC35DSA-Y	35	125	20,545	200 AMP	2657	24,313
320	End of HallPark Rd@Tamko	60 kw	240 V	three		QUO8004	MEC60DSA-JD	60	225	27,912	400 AMP	4367	32,279
321	JP Hall Blvd@food Lion Whs	60 kw	240 V	three		QUO8004	MEC60DSA-JD	60	225	27,912	400 AMP	4367	32,279
324	Wildwood Rd @Pegasus Ind PK	35 kw	240 V	three		QUO8152	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313
327	Calico Jack Way -The Cove	35 Kw	230 V	three		QUO8158	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313
334	Cypress Wall PL Edgewater Land	35 kw	230 V	three		QUO8158	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313
336	Ball Rd Black Creek Village	35 kw	230 V	three		QUO8158	MEC35DSA-Y	35	125	21,656	200 AMP	2657	24,313

**Total Cost**

**348,768**



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Session **MEETING DATE:** November 10, 2020  
**FROM:** Laurie Griffin, Assistant Finance Director  
**SUBJECT:** Amendment to 4<sup>th</sup> Extension of the Professional Engineering Services Agreement for FY 20/21. *Laurie Griffin*

### BACKGROUND

At the June 21, 2015 regular meeting, City Council approved negotiations of contracts with seven (7) ranked firms, we reviewed contracts in FY 20/21 with six of those firms. However, the original bid process and contracts did not include language regarding federal circular two, which is required to make these contracts compliant with federal project bids. Staff wishes to utilize these contracts on upcoming federal grant projects for Hazardous Mitigation, therefore the additional language must be included into the existing contract extensions.

### FISCAL IMPACT

No fiscal impact anticipated as a result of this change in language.

### RECOMMENDATION

Staff recommends approval of the revised contract amendments to include required language for the following firms existing contracts for Engineering services: CHP, Inc., CHW, GAI Consultants Inc. Matthews Design, Mittauer & Associates Inc. and WGI.

**Causeaux, Hewett & Walpole, Inc. (CHW)****AMENDMENT NO. 5**

---

THIS AMENDMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2020** by and between **THE CITY OF GREEN COVE SPRINGS, FLORIDA**, a political subdivision of Florida, by and through its City Council, hereinafter referred to as OWNER, and **Causeaux, Hewett & Walpole, Inc.**, 132 N.W. 76 Drive, Gainesville, FL 32607 hereinafter referred to as CONSULTANT;

**WHEREAS**, both parties agreed to the Professional Engineering Services Agreement for Water, Wastewater, Drainage, Storm water, Roadway & Parks entered into effective August 2, 2016; and

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Professional Structural Engineering Services Agreement, both parties agree to Amendment No. 5 to include the terms found in 2 C.F.R. 200.326 and 2 C.F.R Part 200, Appendix II, Required Contract Clauses; all other terms remain the same

**TERM**

The OWNER and CONSULTANT have mutually agreed to renew the Professional Services Agreement for Professional Engineering Services for an additional one year period, effective July 30, 2020 through July 29, 2021 .

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 5 in duplicate. One (1) counterpart each has been delivered to OWNER, and CONSULTANT.

**OWNER: CITY OF GREEN COVE SPRINGS, FLORIDA**

By: \_\_\_\_\_

Steven Kelley, Mayor

By: \_\_\_\_\_

Steven Kennedy, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Erin West, City Clerk

By: \_\_\_\_\_

L.J. Arnold III, City Attorney

**CONSULTANT: Cousseaux, Hewett & Walpole, Inc. (CHW)**

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

CPH, Inc.

AMENDMENT NO. 5

THIS AMENDMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between **THE CITY OF GREEN COVE SPRINGS, FLORIDA**, a political subdivision of Florida, by and through its City Council, hereinafter referred to as OWNER, and **CHP, Inc.**, 5200 Belfort Rd., Suite 220, Jacksonville, FL 32256, hereinafter referred to as CONSULTANT;

**WHEREAS**, both parties agreed to the Professional Engineering Services Agreement for Water, Wastewater, Drainage, Storm water, Roadway & Parks entered into effective August 2, 2016; and

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Professional Structural Engineering Services Agreement, both parties agree to Amendment No. 5 to include the terms found in 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses; all other terms remain the same.

#### TERM

The OWNER and CONSULTANT have mutually agreed to renew the Professional Services Agreement for Professional Engineering Services for an additional one year period, effective July 30, 2020 through July 29, 2021 .

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 5 in duplicate. One (1) counterpart e  
been delivered to OWNER, and CONSULTANT.

Item #9.

**OWNER: CITY OF GREEN COVE SPRINGS, FLORIDA**

By: \_\_\_\_\_  
Steven Kelley, Mayor

By: \_\_\_\_\_  
Steven Kennedy, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Erin West, City Clerk

By: \_\_\_\_\_  
L.J. Arnold III, City Attorney

**CONSULTANT: CPH, Inc.**

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**GIA Consultants, Inc.****AMENDMENT NO. 5**

---

THIS AMENDMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2020** by and between **THE CITY OF GREEN COVE SPRINGS, FLORIDA**, a political subdivision of Florida, by and through its City Council, hereinafter referred to as OWNER, and **GAI Consultants, Inc.**, 1301 Riverplace Blvd., #900 Jacksonville, FL 32207 hereinafter referred to as CONSULTANT;

**WHEREAS**, both parties agreed to the Professional Engineering Services Agreement for Water, Wastewater, Drainage, Storm water, Roadway & Parks entered into effective August 2, 2016; and

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Professional Structural Engineering Services Agreement, both parties agree to Amendment No. 5 to include the terms found in 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses; all other terms remain the same.

**TERM**

The OWNER and CONSULTANT have mutually agreed to renew the Professional Services Agreement for Professional Engineering Services for an additional one year period, effective July 30, 2020, through July 29, 2021.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 5 in duplicate. One (1) counterpart each has been delivered to OWNER, and CONSULTANT.

**OWNER: CITY OF GREEN COVE SPRINGS, FLORIDA**

By: \_\_\_\_\_

B. Van Royal, Mayor

By: \_\_\_\_\_

Steven Kennedy, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Erin West, City Clerk

By: \_\_\_\_\_

L.J. Arnold III, City Attorney

**CONSULTANT: GAI Consultants, Inc.**

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Matthews Design Group, LLC****AMENDMENT NO. 5**

---

THIS AMENDMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2020** by and between **THE CITY OF GREEN COVE SPRINGS, FLORIDA**, a political subdivision of Florida, by and through its City Council, hereinafter referred to as OWNER, and **Matthews Design Group, LLC**, PO Box 3126, St. Augustine, FL 32084, hereinafter referred to as CONSULTANT;

**WHEREAS**, both parties agreed to the Professional Engineering Services Agreement for Water, Wastewater, Drainage, Storm water, Roadway & Parks entered into effective August 2, 2016; and

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Professional Structural Engineering Services Agreement, both parties agree to Amendment No. 5 to include the terms found in 2 C.F. R. 200.326 and 2 C. F. R. Part 200, Appendix II, Required Contract Clauses; all other terms remain the same.

**TERM**

The OWNER and CONSULTANT have mutually agreed to renew the Professional Services Agreement for Professional Engineering Services for an additional one-year period, effective July 30, 2020, through July 29, 2021.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 5 in duplicate. One (1) counterpart e  
been delivered to OWNER, and CONSULTANT.

Item #9.

**OWNER: CITY OF GREEN COVE SPRINGS, FLORIDA**

By: \_\_\_\_\_  
B. Van Royal, Mayor

By: \_\_\_\_\_  
Steven Kennedy, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Erin West, City Clerk

By: \_\_\_\_\_  
L.J. Arnold III, City Attorney

**CONSULTANT: Matthews Design Group, LLC**

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**MITTAUER & ASSOCIATES, INC****AMENDMENT NO. 5**

---

THIS AMENDMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2020** by and between **THE CITY OF GREEN COVE SPRINGS, FLORIDA**, a political subdivision of Florida, by and through its City Council, hereinafter referred to as OWNER, and **MITTAUER & ASSOCIATES, INC.**, 580-1 Wells Rd., Orange Park, FL 32073, hereinafter referred to as CONSULTANT;

**WHEREAS**, both parties agreed to the Professional Engineering Services Agreement for Water, Wastewater, Drainage, Storm water, Roadway & Parks entered into effective August 2, 2016; and

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Professional Structural Engineering Services Agreement, both parties agree to Amendment No. 5 to include the terms found in 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II Required Contracts Clauses; and all other terms remain the same.

**TERM**

The OWNER and CONSULTANT have mutually agreed to renew the Professional Services Agreement for Professional Engineering Services for an additional one year period, effective July 30, 2020 through July 29, 2021 .

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 5 in duplicate. One (1) counterpart each has been delivered to OWNER, and CONSULTANT.

**OWNER: CITY OF GREEN COVE SPRINGS, FLORIDA**

By: \_\_\_\_\_

Steven Kelley, Mayor

By: \_\_\_\_\_

Steven Kennedy, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Erin West, City Clerk

By: \_\_\_\_\_

L.J. Arnold III, City Attorney

**CONSULTANT: MITTAUER & ASSOCIATES, INC.**

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:
- “During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the next subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. As such, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:  
“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by

FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

## 8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ I; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

- (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally-required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.”

#### 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

## 12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

## 13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

**WGI****AMENDMENT NO. 5**

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THIS AMENDMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2020** by and between **THE CITY OF GREEN COVE SPRINGS, FLORIDA**, a political subdivision of Florida, by and through its City Council, hereinafter referred to as OWNER, and **WGI**, 4371 US Hwy 17 South, #203, Fleming Island, FL 32003 hereinafter referred to as CONSULTANT;

**WHEREAS**, both parties agreed to the Professional Engineering Services Agreement for Water, Wastewater, Drainage, Storm water, Roadway & Parks entered into effective August 2, 2016; and

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Professional Structural Engineering Services Agreement, both parties agree to Amendment No.5 to include the terms found in 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses; all other terms remain the same.

**TERM**

The OWNER and CONSULTANT have mutually agreed to renew the Professional Services Agreement for Professional Engineering Services for an additional one year period, effective July 30, 2020 through July 29, 2021 .

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IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 5 in duplicate. One (1) counterpart e  
been delivered to OWNER, and CONSULTANT.

Item #9.

**OWNER: CITY OF GREEN COVE SPRINGS, FLORIDA**

By: \_\_\_\_\_  
Steven Kelley, Mayor

By: \_\_\_\_\_  
Steven Kennedy, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Erin West, City Clerk

By: \_\_\_\_\_  
L.J. Arnold III, City Attorney

**CONSULTANT: WGI**

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** November 10, 2020

**FROM:** Scott Schultz, Asst. Water Utilities Director

**SUBJECT:** City Council approval of, and authorization for the Mayor to execute, the St. Johns River Water Management District (SJRWMD), Cost Share Agreement Contract # 36028, granting the City \$1,500,000.00 towards the construction of the Harbor Road Water Reclamation Facility Phase 2 Project.

### 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.

In April of 2020 staff applied to the Johns River Water Management District (SJRWMD), Cost Share Agreement grant program for grant funding to support the construction of the Harbor Road Water Reclamation Facility Phase 2 Project. The City received up to 27% funding, not to exceed \$1.5 million dollars towards the project.

This request is for City Council approval of and the Mayor to execute the contract.

**FISCAL IMPACT**

\$1,500,000.00 to the wastewater capital improvement budget

**RECOMMENDATION**

Approve of, and authorize the Mayor to execute, the St. Johns River Water Management District (SJRWMD), Cost Share Agreement Contract # 36028, granting the City \$1,500,000.00 towards the construction of the Harbor Road Water Reclamation Facility Phase 2 Project.

**COST-SHARE AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND CITY OF GREEN COVE SPRINGS**

THIS AGREEMENT (“Agreement”) is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF GREEN COVE SPRINGS (“Recipient”), 321 Walnut Street, Green Cove Springs, Florida 32043. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

**RECITALS**

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2020-2021 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District’s core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District’s missions and initiatives.

At its April 14, 2020 meeting, the Governing Board selected Recipient’s proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the “Project”):

Green Cove Springs Harbor Road Water Reclamation Facility Phase 2 Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

**1. TERM; WITHDRAWAL OF OFFER**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until May 31, 2022 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before March 1, 2022. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District’s Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 45 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District’s Project Manager, stating the reason(s) therefor. Request for extension of time after the 45 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before June 30, 2021, the cost-share agreement will be subject to termination and the funds subject to reallocation.

**2. DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District’s Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

**3. OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

**4. AMOUNT OF FUNDING.**

- (a) For satisfactory completion of the Project, the District shall pay Recipient 27% of the total estimated construction cost of the Project, but in no event shall the District cost-share exceed \$1,500,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District’s Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) “Construction cost” is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient’s cost-share.

(c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

## 5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices quarterly as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com) (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$1,500,000, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment to the Agreement.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
8. **PROJECT MANAGEMENT**
- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT  
Sara Driggers  
Project Manager  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177-2571  
Phone: 386-312-2305  
Email: sdrigger@sjrwmd.com

RECIPIENT  
Scott Schultz  
Project Manager  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, Florida 32043  
Phone: 904-297-7500 Ext. 2213  
Email: sschultz@greencovesprings.com

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

#### 9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Analyst within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

#### 11. **FAILURE TO COMPLETE PROJECT**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual

agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

#### **ADDITIONAL PROVISIONS (Alphabetical)**

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
14. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**
- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to

§20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
20. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a

contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District’s Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

**IN WITNESS WHEREOF**, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CITY OF GREEN COVE SPRINGS

By: \_\_\_\_\_  
Ann B. Shortelle, Ph.D., Executive Director, or designee

By: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

- Attachments:
- Attachment A — Statement of Work
- Attachment B — Project Progress Report Form
- Attachment C — District Supplemental Instructions Form

**ATTACHMENT A - STATEMENT OF WORK  
GREEN COVE SPRINGS HARBOR ROAD  
WATER RECLAMATION FACILITY PHASE 2 PROJECT**

**I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2020-2021 to develop and implement resource and water supply development projects and promote conservation. On April 14, 2020, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Green Cove Springs (Recipient) requested funding for their Harbor Road Water Reclamation Facility Expansion Phase 2 project (Project) for the not to exceed amount of \$1,500,000 towards the estimated construction cost of \$5,640,000. This request was approved by the Governing Board. The Recipient is located in Clay County.

**II. OBJECTIVES**

The objective of this contract is to provide cost share dollars that will enable the Recipient to replace the existing wastewater treatment facility (WWTF) with a water reclamation facility (WRF) that includes biological nutrient removal capabilities. The new facility will be capable of treating 1.25 million gallons per day (MGD) of domestic wastewater and providing a treatment level of less than or equal to 3 mg/L of total nitrogen (TN) and 1 mg/L of total phosphorus (TP). The estimated nutrient load reduction water quality benefit to the St. Johns River is 10,650 lbs./yr. TN and 3,050 lbs./yr. TP. The project will also provide additional reclaimed water for landscape irrigation.

**III. SCOPE OF WORK**

The Project will completely replace the existing Harbor Road WWTF that was not designed with biological nutrient removal capabilities. Interim operational adjustments have allowed the facility to remain in compliance with their TMDL requirements, but growth with increased flows and loading to the facility are beginning to increase TN and TP levels that will necessitate larger treatment volumes and system configurations to remain compliant. Completion of this project will provide a WRF capable of treating 1.25 MGD of domestic wastewater and providing a treatment level of less than or equal to 3 parts per million (ppm) of TN and 1 ppm of TP.

**IV. PROJECT ADMINISTRATION AND DELIVERABLES**

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):
  - Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
  - Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
  - Construction plans, specifications, and contract documents for the site work must be made available upon request;
  - Written verification that the record drawings and any required final inspection reports for the project are received;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos including preconstruction, construction and postconstruction with dates. Quarterly reports shall also be emailed to the District's Budget Analyst at hnbarber@sjrwmd.com.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

#### V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is May 31, 2022. The projected schedule is as follows:

<b>Task Description</b>	<b>Anticipated Start Date</b>	<b>Anticipated Completion Date</b>
Construction	1/1/21	4/1/22

#### VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 27% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$1,500,000. It is anticipated that the FY breakdown will be \$1,000,000 for FY20-21 and \$500,000 for FY21-22.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project work beginning **October 1, 2020**. The District will not reimburse for any expenses prior to October 1, 2020.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst is [hnbarber@sjrwmd.com](mailto:hnbarber@sjrwmd.com). The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by City of Green Cove Springs detailing the Project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction task for the two FYs).

FY 20-21 (10/1/2020 – 9/30/2021)

<b>Description</b>	<b>Estimated Task Amount</b>	<b>Estimated Reimbursement Amount</b>
Construction	\$3,760,000	\$1,000,000

FY21-22 (10/1/2021 – 9/30/2022)

<b>Description</b>	<b>Estimated Task Amount</b>	<b>Estimated Reimbursement Amount</b>
Construction	\$1,880,000	\$500,000

**ATTACHMENT B  
PROJECT PROGRESS REPORT**

St. Johns River Water Management District  
Project Progress Report

Date: \_\_\_\_\_

Report Number: \_\_\_\_\_

**Contract/Project Identification**

Project Name:	Green Cove Springs Harbor Road Water Reclamation Facility Phase 2 Project		
Recipient:	City of Green Cove Springs		
SJRWMD Contract Number:	36028	SJRWMD Project Manager:	Sara Driggers
		Recipient's Project Manager:	Scott Schultz

**Construction Schedule**

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

**Reporting Period**

Beginning Date:	
Ending Date:	

**Cost-Share Budget**

Total Cost-Share Budget:		Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:		Percent Cost-Share Budget Expended:	

**Spend-Down Plan**

**Fiscal Year 1**

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

**Fiscal Year 2**

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

**Project Readiness and Schedule Tracking**

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

**SOW Construction Tasks/Milestones/Deliverables**

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

**Project update including problems, issues and solutions. Explain in detail.**

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

**ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)**

**DISTRICT SUPPLEMENTAL INSTRUCTIONS #**

DATE:

TO: Scott Schultz, Project Manager  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, FL 32043

FROM: Sara Driggers, Project Manager

CONTRACT NUMBER: 36028

CONTRACT TITLE: Green Cove Springs Harbor Road Water Reclamation Facility Phase 2 Project

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. RECIPIENT’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

**Recipient’s approval: (choose one of the items below):**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

(Recipient agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Sara Driggers, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
Carol Taylor Miller, District Senior Procurement Specialist

c: Contract file  
Financial Services



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** November 10, 2020

**FROM:** Scott Schultz, Asst. Water Utilities Director

**SUBJECT:** City Council approval of, and authorization for the City Manager to execute, Amendment #1 in the amount of \$56,100.00 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*

### 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 6/18/19 Council approved staff to submit and authorized the mayor to execute a Request for Inclusion (RFI) to the FDEP-SRF Program for \$356,800.00 in funding to design certain capital improvements to the City's Water System to be prepared to move into construction as the needs arise.

On 10/15/2019 Council approved of and authorized the Mayor to execute associated documents for the actual loan application. The FDEP-SRF Program has tentatively approved a 10-year loan with a principal amount of \$356,800.00 with a "loan forgiveness" of 50% which would make the actual loan amount approximately \$178,400.00 (there are some loan fees). Final principal forgiveness and loan percentage rate will be determined at completion of loan processing.

On 1/21/2020 Council approved and the mayor executed the actual loan agreement.

Since 1/21/2020 staff and Mittauer have been working on the three tasks, understanding that the pressure / flow improvements to the higher elevations in Magnolia Point would be the more complicated task.

After several months of activity the scope of work for this task has been finalized;

- Build a new water plant at the site of the old Bonaventure Water plant
- Connect the new plant with a 12" water main which will tie into the existing 12" water main on SR 16 South, which goes down Randall Road, through the wetlands, and ties into the primary water main on Colonial Drive in Magnolia Point
- Remove all other connections from the 12" water main

The addition of the work on the 12" water main is an expansion of the original scope of the project as Mittauer is currently tasked. Therefore, they have submitted a revised task order which increases the design costs by \$56,100, the majority of which involves surveying and additional testing of the existing well.

Staff have consulted with FDEP who have agreed to add the additional scope onto the current loan / grant agreement, which will allow for 50% grant funding.

**FISCAL IMPACT**

\$56,100.00 would be added to the design loan / grant total below;

- \$356,800.00 Total Cost of Design Projects
- \$1,700.00 Capitalized Interest
- \$178,400.00 Principal Forgiveness (Grant)
- \$180,100.00 Total Principal (loan) Amount
- Loan interest Rate 1.71 percent (%)
- \$10,030.00 Semi-Annual Payment Amount
- 10-Year Term

This item is included in the approved FY 2021 Water Department Budget.

## RECOMMENDATION

Approve of, and authorize the City Manager to execute, Amendment #1 in the amount of \$56,100.00 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.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**WORK ORDER NO.:** \_\_\_\_\_

**PURCHASE ORDER NO.:** 2721879 [Amendment No. 1]

**PROJECT NAME:** DEP SRF Water System Improvements  
M&A Project 8905-53-1

**CITY:** CITY OF GREEN COVE SPRINGS, a political subdivision of the State of Florida

**PROJECT MANAGER:** Jason R. Shepler, P.E. (Vice President of Environmental Services)

**CONSULTANT:** Mittauer & Associates, Inc.

**CONSULTANT'S ADDRESS:** 580-1 Wells Road | Orange Park, Florida 32073

Execution of this Work Order Amendment No. 1 by the CITY shall serve as authorization for the CONSULTANT to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "B".

**ATTACHMENTS (Check all that apply):**

- DRAWINGS/PLANS/SPECIFICATIONS
- DETAILED SERVICES AND TASKS FOR PROJECT OR STUDY
- SPECIAL CONDITIONS
- \_\_\_\_\_

The CONSULTANT shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

**METHOD OF COMPENSATION:**

- (a) This Work Order is issued on a:
  - "Lump Sum Basis"
- (b) If the compensation is based on a "Lump Sum Basis," then the CONSULTANT shall perform all work required by this Work Order for the following amounts per the attached Scope of Services:

Item	Description	Original PO Amount	Amendment No. 1 Amount	TOTAL
A	Basic Engineering	\$170,300	\$17,500	\$187,800
B	Surveying	\$15,000	\$26,600	\$41,600
C	Permitting	\$5,000	\$0	\$5,000
D	Geotechnical	\$3,000	\$2,000	\$5,000
E	FDEP SRF Admin	\$3,500	\$0	\$3,500
F	Meetings	Included above	\$0	\$0
G	Specialized Studies	Not Included	\$10,000	\$10,000
<b>TOTAL</b>		<b>\$196,800</b>	<b>\$56,100</b>	<b>\$252,900</b>

In no event shall the CONSULTANT be paid more than the "Lump Sum Fee" Amount.

The CITY shall make payment to the CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the CONSULTANT that this Work Order, until executed by the CITY, does not authorize the performance of any services by the CONSULTANT and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, for the purposes stated herein.

MITTAUER & ASSOCIATES, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Joseph A. Mittauer, President

CITY OF GREEN COVE SPRINGS, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Steve Kennedy, City Manager

Date: \_\_\_\_\_

Encl.: ATTACHMENT A – SCOPE OF SERVICES

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT**  
**ATTACHMENT A - SCOPE OF SERVICES**

**WORK ORDER NO.:** \_\_\_\_\_

**PURCHASE ORDER NO.:** 2721879 [Amendment No. 1]

**PROJECT NAME:** DEP SRF Water System Improvements  
M&A Project 8905-53-1

This amendment includes modifications to the design and permitting services to construct the improvements to the Bonaventure Water Treatment Facility as identified within City's Water Facilities Plan and approved by the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program on July 30, 2019. The funding for the design services are part of the City's Design Loan and Grant Offer under the FDEP SRF Design Loan Agreement No. DW100102.

**A. BASIC ENGINEERING SERVICES - DESIGN PHASE (AMDENDMENT NO. 1)**

1. Preparation of additional offsite water main plans and associated specifications for the construction of a 12" finished water main to the upstream side of the City's existing hydraulic control valve.
2. All drawings will be prepared in AutoCAD and included within the original scope of work drawings for the water plant improvements.
3. Deliverables as previously defined.

**B. TOPOGRAPHIC SURVEYING (AMDENDMENT NO. 1)**

- Perform a **Boundary Survey** of the site in accordance with the Standards of Practice of the State of Florida, Chapter 5J-17.05-FAC, F.S.
  - Identify property lines for Parcels 38-06-26-016991, 016946, 016638, 018377.
  - Identify right-of-way lines for Bonaventure Avenue, 206' of South Oakridge Avenue, 521' of Beth Drive and 1100' of the north rights-of-way of SR 16.
  - Show any encroachments into right-of-way from adjacent properties
  - Identify ownership and locate any easement
- Perform a **Topographic Survey** of the site in accordance with the Standards of Practice of the State of Florida, Chapter 5J-17.05-FAC, F.S.
  - Survey north half of right-of-way of Bonaventure Avenue for 175'
  - Survey 20' easement from Bonaventure to South Oakridge Avenue for 442'

- Survey west half of South Oakridge Avenue for 175'
  - Survey south half of Beth Drive for 518'
  - Survey 20' easement from Beth Drive to north right-of-way for SR 16 541'
  - Survey along north half of SR 16 from the north edge of pavement to north right-of-way line 1100' and tie in point for existing 12" water main
  - Locate all above ground features (wall, fences, above ground utilities)
  - Survey grid will be at 50' intervals and 25' beyond property lines
  - Locate all swales and drainage features with inverts, pipe size and material
  - Locate all sewer manholes, inverts, pipe size and material
- Perform Quality Level B Designation for any buried utilities within the survey route including telecommunication, gas, water, force main and electric.

#### C. GEOTECHNICAL SERVICES (AMDENDMENT NO. 1)

The Engineer shall obtain additional geotechnical soil data for the offsite water main work.

#### D. SPECIALIZED STUDIES

The Engineer shall obtain onsite well testing for the existing well to ensure functionality and define the well's specific capacity. During the well pump testing, the well's water quality will also be sampled for:

- Primary Inorganic Contaminants;
- Secondary Contaminants;
- Volatile Organic Contaminants;
- Synthetic Organic Contaminants;
- Radionuclides;
- Alkalinity;
- Dissolved Iron;
- Dissolved Oxygen;
- pH;
- Total Sulfide; and
- Turbidity.



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Meeting **MEETING DATE:** November 10, 2020  
**FROM:** Steve Thomas  
**SUBJECT:** City Council approval to pay Application #3 to KBT Contracting Corp in the amount of \$84,537.36 for the new library building and approval to pay Application #1 for the food bank project in the amount of \$39,955.73. *Steve Thomas*

### BACKGROUND

City Council approved entering into a contract with KBT Contracting Corp on 6/16/2020 in the amount of \$476,826.00 to build the new library building at Augusta Savage Arts & Community Center. Attached is Pay Application #3 in the amount of \$84,537.36 for Council Approval.

Also attached for Council approval is Pay Application #1 in the amount of \$39,955.73 for the food bank project, which is being funded with CARES Act monies.

### FISCAL IMPACT

Funds are available in the approved FY 21 CIP for the library project. The food bank project is being funded by CARES Act monies.

### RECOMMENDATION

Approve the payment of Pay Application #3 to KBT Contracting Corp in the amount of \$84,537.36 for the new library building. And approve Pay Application #1 for the food bank in the amount of \$39,955.73.

# APPLICATION AND CERTIFICATION FOR PAYMENT

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

FROM CONTRACTOR: KBT Contracting Corp

APPLICATION NO: 1

PERIOD FROM: TO:

CONTRACT NO: LC 2020-09 CO #2

CONTRACT DATE: 6/16/2020

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 Lender

CONTRACT FOR: Augusta Savage Arts & Community Center Food Bank

## 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 ..... **\$148,100.00**
- 2. Net change by Change Orders ..... **\$0.00**
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... **\$148,100.00**
- 4. TOTAL COMPLETED & STORED TO DATE ..... **\$44,395.25**  
(Column G on G703)
- 5. Retainage:
  - a. 10 % of Completed Work \$ **\$4,439.53**
  - (Columns D + E on G703)
  - b. % of Stored Materials \$ **0**
- 6. TOTAL EARNED LESS RETAINAGE ..... **\$39,955.73**
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... **\$0.00**
- 8. CURRENT PAYMENT DUE ..... **\$39,955.73**
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE.. (Line 3 less Line 6) **\$108,144.28**

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

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: 10/30/2020

State of: Florida County of: Duval  
 Subscribed and sworn to before me this 30 day of October, 2020  
 Notary Public: Dawn Marie Lane Johnson  
 My Commission expires: Aug 16, 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 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 .....  
 (Attach explanation if amount certified differs from the amount applied for.)

## ARCHITECT or CONSTRUCTION MANAGER:

By: [Signature] Date: 10-28-2020  
 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

Item #12.

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE 2 OF 2 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: 2-Nov-20

PERIOD FROM: 14-Sep-20

TO: 30-Oct-20

ARCHITECT'S PROJECT NO: Bid No. LC2020-09 CO #2

Augusta Savage Arts & Community Center Food Bank

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/Designs/Engineering	\$7,405.00		\$7,405.00			\$7,405.00	100.00%	\$740.50
2	General Conditions	\$37,025.00		\$9,256.25			\$9,256.25	25.00%	\$925.63
3	Modifications to Openings with Structural Components	\$17,136.00		\$17,136.00			\$17,136.00	100.00%	\$1,713.60
4	Framing	\$8,100.00		\$8,100.00			\$8,100.00	100.00%	\$810.00
5	New Doors, Trims & Hardware	\$12,490.00		\$2,498.00			\$2,498.00	20.00%	\$249.80
6	Roll-up Door	\$2,350.00					\$0.00	0.00%	\$0.00
7	HVAC	\$15,400.00					\$0.00	0.00%	\$0.00
8	Electrical	\$18,600.00					\$0.00	0.00%	\$0.00
9	ADA Plumbing	\$4,250.00					\$0.00	0.00%	\$0.00
10	Drywall	\$6,270.00					\$0.00	0.00%	\$0.00
11	Acoustical Ceilings	\$8,550.00					\$0.00	0.00%	\$0.00
12	Wall Painting	\$4,275.00					\$0.00	0.00%	\$0.00
13	Floor Painting	\$5,700.00					\$0.00	0.00%	\$0.00
14	Specialties	\$549.00					\$0.00	0.00%	\$0.00
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
		\$148,100.00	\$0.00	\$44,395.25	\$0.00	\$44,395.25	\$44,395.25	29.98%	\$4,439

Item #12.

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$39,955.73, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 10/30/2020 to City of Green Cove Springs on the job of Augusta Savage Arts and Community Center Food Pantry to the following described property:

1107 Martin Luther King Jr. Blvd.  
Green Cove Springs, FL

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on October 30, 2020

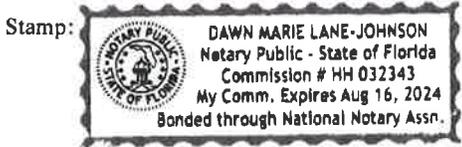
Lienor's Name    KBT Contracting Corp  
Address            5105 Blanding Blvd.  
                          Jacksonville, FL 32210

By   
Printed Name      Rebecca Timmons  
Title                President

STATE OF Florida  
COUNTY OF Duval

BEFORE ME, the undersigned officer, personally appeared Rebecca E. Timmons as President of KBT Contracting Corp, who is personally known to me and who did not take an oath, and who is known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument in the capacity and for the purposes therein expressed.

Signature of Notary: Dawn Marie Lane-Johnson



# APPLICATION AND CERTIFICATION FOR PAYMENT

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

FROM CONTRACTOR: KBT Contracting Corp

APPLICATION NO: 3 Distribution to:  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 Lender

PERIOD FROM: 10/2/2020  
 TO: 10/31/2020

CONTRACT NO: LC 2020-09

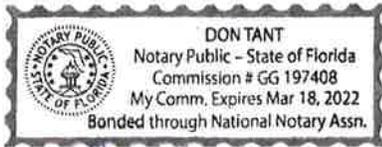
CONTRACT FOR: Augusta Savage Arts & Community Center Library

## 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.

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.

- 1. ORIGINAL CONTRACT SUM ..... **\$476,826.00**
- 2. Net change by Change Orders ..... **\$1,428.00**
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... **\$478,254.00**
- 4. TOTAL COMPLETED & STORED TO DATE ..... **\$285,126.90**  
 (Column G on G703)
- 5. Retainage:
  - a. 10 % of Completed Work \$ **\$28,512.69**  
 (Columns D + E on G703)
  - b. % of Stored Materials \$ **0**
- 6. TOTAL EARNED LESS RETAINAGE ..... **\$256,614.21**
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... **\$172,076.85**
- 8. CURRENT PAYMENT DUE ..... **\$84,537.36**
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE.. **\$220,211.79**  
 (Line 3 less Line 6)



CONTRACTOR: KBT Contracting Corp

By: [Signature] Date: 10/26/2020

State of: Florida County of: Duval  
 Subscribed and sworn to before me this 26th day of Oct, 2020

Notary Public: [Signature]  
 My Commission expires: Mar 18, 2022

## 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 .....  
 (Attach explanation if amount certified differs from the amount applied for.)

## ARCHITECT or CONSTRUCTION MANAGER:

By: [Signature] Date: 10/28/2020

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,428.00	
Total approved this month		
<b>TOTALS</b>	<b>\$1,428.00</b>	<b>\$0.00</b>
NET CHANGES by Change Order		

Item #12.

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE 2 OF 2 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: 3

APPLICATION DATE: 2-Nov-20

PERIOD FROM: 2-Oct-20

TO: 31-Oct-20

ARCHITECT'S PROJECT NO: Bid No. LC2020-09

Augusta Savage Arts & Community Center Library

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS 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	\$20,000.00	\$20,000.00				\$20,000.00	\$0.00	\$2,000.00
2	General Conditions	\$47,682.00	\$9,536.40		\$14,304.60		\$23,841.00	\$23,841.00	\$2,384.10
3	Slab with Termit	\$40,255.00	\$40,255.00				\$40,255.00	\$0.00	\$4,025.50
4	Plumbing	\$31,021.00	\$12,408.40		\$9,306.30		\$21,714.70	\$9,306.30	\$2,171.47
5	Electrical	\$40,850.00	\$4,085.00		\$24,510.00		\$28,595.00	\$12,255.00	\$2,859.50
6	HVAC	\$32,500.00			\$19,500.00		\$19,500.00	\$13,000.00	\$1,950.00
7	Sound System	\$6,467.00					\$0.00	\$6,467.00	\$0.00
8	Data Controls	\$15,567.00			\$1,556.70		\$1,556.70	\$14,010.30	\$155.67
9	Fire Alarm	\$16,867.00			\$1,686.70		\$1,686.70	\$15,180.30	\$168.67
10	Exterior Wall Frame, Sheeting	\$21,000.00	\$21,000.00				\$21,000.00	\$0.00	\$2,100.00
11	Interior framing, Insulation	\$11,771.00	\$3,531.30		\$8,239.70		\$11,771.00	\$0.00	\$1,177.10
12	Truss installation, decking	\$45,984.00	\$45,984.00				\$45,984.00	\$0.00	\$4,598.40
13	Entry Columns and trims	\$5,817.00	\$5,817.00				\$5,817.00	\$0.00	\$581.70
14	Windows	\$3,534.00			\$3,534.00		\$3,534.00	\$0.00	\$353.40
15	Roofing	\$12,829.00	\$12,829.00				\$12,829.00	\$0.00	\$1,282.90
16	Soffits	\$3,950.00	\$3,950.00				\$3,950.00	\$0.00	\$395.00
17	Exterior Doors	\$6,200.00	\$1,240.00		\$4,960.00		\$6,200.00	\$0.00	\$620.00
18	Stucco	\$16,032.00			\$3,206.40		\$3,206.40	\$12,825.60	\$320.64
19	Exterior Painting	\$3,000.00					\$0.00	\$3,000.00	\$0.00
20	Gutters	\$7,839.00					\$0.00	\$7,839.00	\$0.00
21	Fire Barrier Drywall	\$5,617.00			\$5,617.00		\$5,617.00	\$0.00	\$561.70
22	Drywall	\$15,777.00	\$3,155.40				\$3,155.40	\$12,621.60	\$315.54
23	Acoustical Ceiling	\$6,656.00					\$0.00	\$6,656.00	\$0.00
24	Wall Tiles	\$4,800.00					\$0.00	\$4,800.00	\$0.00
25	Interior Doors	\$24,570.00			\$4,914.00		\$4,914.00	\$19,656.00	\$491.40
26	Millwork	\$7,808.00					\$0.00	\$7,808.00	\$0.00
27	Interior Painting	\$5,100.00					\$0.00	\$5,100.00	\$0.00
28	Flooring	\$9,283.00					\$0.00	\$9,283.00	\$0.00
29	Appliances	\$1,000.00					\$0.00	\$1,000.00	\$0.00
30	Specialties (Ballot bars, mirrors, lockers, fire extinguishers)	\$5,850.00					\$0.00	\$5,850.00	\$0.00
31	Labor to install client supplied specialties	\$1,200.00					\$0.00	\$1,200.00	\$0.00
32	Change Order #1	\$1,428.00					\$0.00	\$1,428.00	\$0.00
		\$478,254.00	\$183,791.50		\$101,335.40	\$0.00	\$285,126.90	\$193,127.10	\$28,512.60

Item #12.

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$84,537.36, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 10/31/2020 to the following City of Green Cove Springs on the job of Augusta Savage Arts and Community Center Library to the following described property:

1107 Mattin Luther King Jr. Blvd.  
Green Cove Springs, FL

This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

DATED on October 30, 2020

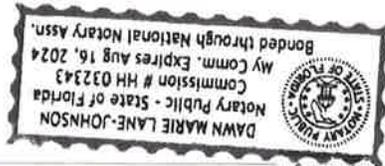
Lienor's Name KBT Contracting Corp  
Address 5105 Blanding Blvd.  
Jacksonville, FL 32210

By   
Printed Name Rebecca Timmons  
Title President

STATE OF Florida  
COUNTY OF Duval

BEFORE ME, the undersigned officer, personally appeared Rebecca E. Timmons as President of KBT Contracting Corp, who is personally known to me and who did not take an oath, and who is known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument in the capacity and for the purposes therein expressed.

Signature of Notary: Dawn Marie Lane-Johnson



Stamp:



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** November 10, 2020

**FROM:** Scott Schultz, Assistant Water Utilities Director

**SUBJECT:** City Council approval of Pay Request #3 in the amount of \$19,695.70 to General Underground for 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.

### 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.

**FISCAL IMPACT**

**\$16,695.70 from PO# 2722062, Water Fund Capital Improvement Budget**

**RECOMMENDATION**

**Approve Pay Request #3 in the amount of \$16,695.70 to General Underground for 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.**



**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

November 2, 2020

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. 3  
Reynolds Water System Improvements  
City Contract No. LC 2020-06  
City of Green Cove Springs, Florida  
Mittauer & Associates, Inc. Project No. 8905-49-1

Dear Mr. Schultz:

We have reviewed Pay Request No. 3 from General Underground, 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 \$16,695.90.

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: General Underground, LLC

RECEIVED  
OCT 30 2020  
Mittauer & Assoc., Inc.

**APPLICATION AND CERTIFICATION FOR PAYMENT**

TO OWNER: City of Green Cove Springs LC 2020-06

Reynolds Water System Improvements

FROM CONTRACTOR: General Underground  
PO BOX 870  
Chiefland, FL 32644

VIA ENGINEER: Mittauer & Associates  
580-1 Wells Rd  
Orange Park, FL 32873

AIA DOCUMENT G702

APPLICATION NO: 3

PAGE 1 OF 1

PERIOD TO: 9/1-10/28/20

PROJECT NUMBER: LC 2020-06

CONTRACT DATE: 5/19/2020

Distribution to:	
X	OWNER
X	ENGINEER
X	CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

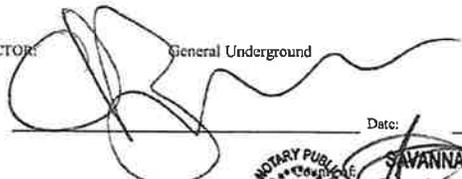
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	\$ 997,499.00
2. Net change by Change Orders	\$	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	\$ 997,499.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$ 440,476.00
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	\$	\$ 44,047.60
b. % of Stored Material (Column F on G703)	\$	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$ 44,047.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$ 396,428.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$ 379,732.50
8. CURRENT PAYMENT DUE	\$	\$ 16,695.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	\$ 601,070.60

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

The undersigned Contractor certifies that 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 herein is now due.

CONTRACTOR: General Underground

By:  Date: 10/28/2020

State of:   
Subscribed and sworn to before me this   
Notary Public:   
My Commission expires:



**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer'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 Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 16,695.90

(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 with the amount certified)

ENGINEER:  Date: 11/2/20

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.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Progress Estimate - Unit Price Work		Contractor's Application															
For LC 2020-06		Reynolds Water System Improvements City of Green Cove Springs, Florida				General Underground LLC				Application Number:		3					
Application Period:		9/1-10/28/2020								Application Date:		10/28/2020					
								c									
		Item				Contract Information		Estimated		Value of Work		Materials Presently Stored (not in C)		Total Completed and Stored to Date		Balance to Finish	
						Quantity		Installed to Date									
Bid Item No.		Description		Item Quantity	Units	Unit Price	Total Value of Item (\$)	Installed									
1		Mobilization (5%)		1	LS	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00			1	\$ 30,000.00	\$ -			
2		General Conditions (15%)		1	LS	\$ 40,000.00	\$ 40,000.00	0.4	\$ 16,000.00			0.4	\$ 16,000.00	\$ 24,000.00			
3		Water Main, Conventionally Installed						0									
a)		6" PVC Water Main		50	LF	\$ 50.00	\$ 2,500.00	0	\$ -			0	\$ -	\$ 2,500.00			
b)		8" PVC Water Main		1,900	LF	\$ 38.00	\$ 72,200.00	1839	\$ 69,882.00			1839	\$ 69,882.00	\$ 2,318.00			
c)		10" PVC Water Main		1,700	LF	\$ 45.00	\$ 76,500.00	1755	\$ 78,975.00			1755	\$ 78,975.00	\$ (2,475.00)			
d)		12" PVC Water Main		1,000	LF	\$ 60.00	\$ 60,000.00	916	\$ 54,960.00			916	\$ 54,960.00	\$ 5,040.00			
4		Water Main, Horizontally Directional Drilled						\$ -									
a)		12" Fusible PVC		700	LF	\$ 85.00	\$ 59,500.00	720	\$ 61,200.00			720	\$ 61,200.00	\$ (1,700.00)			
5		Ductile Iron Fittings-Mortar Lined		13,300	LBS	\$ 1.00	\$ 13,300.00	2134	\$ 2,134.00			2134	\$ 2,134.00	\$ 11,166.00			
6		Gate Valve and Box						\$ -									
a)		6" Gate Valve & Box		1	EA	\$ 1,200.00	\$ 1,200.00	0	\$ -			0	\$ -	\$ 1,200.00			
b)		8" Gate Valve & Box		3	EA	\$ 1,350.00	\$ 4,050.00	2	\$ 2,700.00			2	\$ 2,700.00	\$ 1,350.00			
c)		10" Gate Valve & Box		2	EA	\$ 2,200.00	\$ 4,400.00	3	\$ 6,600.00			3	\$ 6,600.00	\$ (2,200.00)			
d)		12" Gate Valve & Box		2	EA	\$ 3,000.00	\$ 6,000.00	2	\$ 6,000.00			2	\$ 6,000.00	\$ -			
7		Connection to Existing Main						\$ -									
a)		6" x 6" x 6" TEE, MJ w/ 6" Cut-in Sleeve, MJ		1	EA	\$ 2,500.00	\$ 2,500.00	0	\$ -			0	\$ -	\$ 2,500.00			
b)		10" x 8" SS Tapping Sleeve & Valve		2	EA	\$ 5,000.00	\$ 10,000.00	1	\$ 5,000.00			1	\$ 5,000.00	\$ 5,000.00			
c)		10" x 10" SS Tapping Sleeve & Valve		2	EA	\$ 6,000.00	\$ 12,000.00	1	\$ 6,000.00			1	\$ 6,000.00	\$ 6,000.00			
d)		12" x 10" SS Tapping Sleeve & Valve		1	EA	\$ 6,500.00	\$ 6,500.00	0	\$ -			0	\$ -	\$ 6,500.00			
e)		12" x 12" SS Tapping Sleeve & Valve		1	EA	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00			1	\$ 8,000.00	\$ -			
f)		14" x 8" SS Tapping Sleeve & Valve		2	EA	\$ 5,500.00	\$ 11,000.00	2	\$ 11,000.00			2	\$ 11,000.00	\$ -			
g)		8" Line Stop & (2) 8" DI Plugs, MJ		3	EA	\$ 6,000.00	\$ 18,000.00	0	\$ -			0	\$ -	\$ 18,000.00			
h)		10" Line Stop & (2) 8" DI Plugs, MJ		2	EA	\$ 7,750.00	\$ 15,500.00	0	\$ -			0	\$ -	\$ 15,500.00			
i)		12" Line Stop & (2) 8" DI Plugs, MJ		1	EA	\$ 8,000.00	\$ 8,000.00	0	\$ -			0	\$ -	\$ 8,000.00			
j(1)		6" Insert-a-Valve w/ 6" DI Plugs, MJ Team Insert-a-Valve		2	EA	\$ 10,000.00	\$ 20,000.00	0	\$ -			0	\$ -	\$ 20,000.00			
j(2)		6" Insert-a-Valve w/ 6" DI Plugs, MJ Alternate Insert-a-Valve (Hydra-Stop or Equal)		2	EA	\$ 7,500.00	\$ 15,000.00	0	\$ -			0	\$ -	\$ 15,000.00			
8		Remove & Replace Water Services						\$ -									
a)		2" Water Service w/ Meter & Box (Short)		5	EA	\$ 2,500.00	\$ 12,500.00	6	\$ 15,000.00			6	\$ 15,000.00	\$ (2,500.00)			
b)		2" Water Service w/ Meter & Box (Long)		5	EA	\$ 2,750.00	\$ 13,750.00	3	\$ 8,250.00			3	\$ 8,250.00	\$ 5,500.00			

9	Temporary Sample Tap	8	EA	\$ 800.00	\$ 6,400.00	0	\$ -	0	\$ -	\$ 6,400.00
10	Fire Hydrant Assembly	8	EA	\$ 4,500.00	\$ 36,000.00	8	\$ 36,000.00	8	\$ 36,000.00	\$ -
11	Removal Existing Fire Hydrant Assembly	6	EA	\$ 2,000.00	\$ 12,000.00	0	\$ -	0	\$ -	\$ 12,000.00
12	2" Flushing Hydrant with Plugged Dead End	1	EA	\$ 3,224.00	\$ 3,224.00	0	\$ -	0	\$ -	\$ 3,224.00
13	Removal & Replacement of Unsuitable Soils	500	CY	\$ 10.00	\$ 5,000.00	0	\$ -	0	\$ -	\$ 5,000.00
14	Removal & Replacement of :						\$ -			
a)	Asphalt Pavement	1500	SY	\$ 30.00	\$ 45,000.00	0	\$ -	0	\$ -	\$ 45,000.00
b)	4" Concrete Sidewalk	50	SY	\$ 50.00	\$ 2,500.00	0	\$ -	0	\$ -	\$ 2,500.00
c)	6" Concrete Driveway	50	SY	\$ 50.00	\$ 2,500.00	0	\$ -	0	\$ -	\$ 2,500.00
d)	Asphalt Drainage Flume	1	LS	\$ 3,500.00	\$ 3,500.00	0	\$ -	0	\$ -	\$ 3,500.00
15	Take Existing Water Main Out of Service						\$ -			
a)	6" Water Main (grout fill)	850	LF	\$ 12.00	\$ 10,200.00	0	\$ -	0	\$ -	\$ 10,200.00
b)	12" Water Main (grout fill)	250	LF	\$ 40.00	\$ 10,000.00	0	\$ -	0	\$ -	\$ 10,000.00
16	Audiovisual Documentation	1	LS	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	1	\$ 7,500.00	\$ -
17	Grassing / Restoration	1	LS	\$ 17,000.00	\$ 17,000.00	0	\$ -	0	\$ -	\$ 17,000.00
BASE TOTAL		\$ 683,224.00				Installed Quantity	\$ 425,201.00		Total Remaining	\$ 258,023.00
ADDITIVE ALTERNATE NO.1 UNIT PRICE BASIS FOR TOTAL ALLOWANCE										
17	Grassing / Restoration (Seed / Mulch) (4,700 LF of 20' Wide Utility Easement Limits)	1	LS	\$ 5,000.00	\$ 5,000.00	0	\$ -	0	\$ -	\$ 5,000.00
18	Topographic Route Surveying (20' Wide Utility Easement Limits)	4,700	LF	\$ 3.25	\$ 15,275.00	4700	\$ 15,275.00	4700	\$ 15,275.00	\$ -
19	Clearing & Grubbing	2	AC	\$ 3,000.00	\$ 6,000.00	0	\$ -	0	\$ -	\$ 6,000.00
WATER MAIN EXTENSION ALLOWANCE (1900 LF OF 10" WM)										
3c	10" PVC Water Main, Conventional	700	LF	\$ 44.00	\$ 30,800.00	0	\$ -	0	\$ -	\$ 30,800.00
4b	10" Fusible PVC Water Main, HDD	1,200	LF	\$ 44.00	\$ 52,800.00	0	\$ -	0	\$ -	\$ 52,800.00
5	Ductile Iron Fittings-Mortar Lined	2,500	LBS	\$ 1.00	\$ 2,500.00	0	\$ -	0	\$ -	\$ 2,500.00
6c	10" Gate Valve & Box	4	EA	\$ 2,500.00	\$ 10,000.00	0	\$ -	0	\$ -	\$ 10,000.00
9	Temporary Sample Tap	2	EA	\$ 750.00	\$ 1,500.00	0	\$ -	0	\$ -	\$ 1,500.00
10	Fire Hydrant Assembly	2	EA	\$ 5,000.00	\$ 10,000.00	0	\$ -	0	\$ -	\$ 10,000.00
FORCEMAIN EXTENSION ALLOWANCE (4700 LF OF 6" FM)										
3e	6" PVC Force Main, Conventional	2,700	LF	\$ 33.00	\$ 89,100.00	0	\$ -	0	\$ -	\$ 89,100.00
4c	6" Fusible PVC Force Main, HDD	2,000	LF	\$ 33.00	\$ 66,000.00	0	\$ -	0	\$ -	\$ 66,000.00
5	Ductile Iron Fittings-Epoxy Lined	2,500	LBS	\$ 1.00	\$ 2,500.00	0	\$ -	0	\$ -	\$ 2,500.00
6a	6" Gate Valve & Box Connect to Existing 12" FM	4	EA	\$ 1,200.00	\$ 4,800.00	0	\$ -	0	\$ -	\$ 4,800.00
7k	12" x 6" Cut-in TEE, MJ with 12" Cut-in Sleeve	1	LS	\$ 3,000.00	\$ 3,000.00	0	\$ -	0	\$ -	\$ 3,000.00
20	Air Release Valve and Box	2	EA	\$ 7,500.00	\$ 15,000.00	0	\$ -	0	\$ -	\$ 15,000.00
Additive Alt 1 Total		\$ 314,275.00				Installed Quantity ALT 1	\$ 15,275.00		Total Remaining ALT 1	\$ 299,000.00
GRAND TOTAL		\$ 997,499.00				Total Installed QTY	\$ 440,476.00		Total Remaining Qty	\$ 557,023.00



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** City Council Regular Session **MEETING DATE:** November 10, 2020  
**FROM:** Scott Schultz, Assistant Water Utilities Director  
**SUBJECT:** City Council approval to purchase a 2021 F-250 work truck from the Florida Sheriff's bid # 18-VEL 26.0, in the total amount of \$40,222.00 from Duval Ford and to surplus truck # 803, a 2008 F-250 which has far outlived its useful life

### BACKGROUND

Vehicle # 803, a water department service truck, has far outlived its useful life and is in need of replacement

### FISCAL IMPACT

**\$40,222.00 from the Water Department FY 2021 Capital Budget**

### RECOMMENDATION

**Approve the purchase of a 2021 F-250 work truck from the Florida Sheriff's bid # 18-VEL 26.0, in the total amount of \$40,222.00, from Duval Ford and authorize the surplus of truck # 803, a 2008 F-250 which has far outlived its useful life**

**CITY OF GREEN COVE SPRINGS**

<b>Prepared for:</b>	<b>Contract Holder</b>	<b>10/13/20</b>
CITY OF GREEN COVE SPRINGS SCOTT SCHULTZ 904-219-7540 sschultz@greencovesprings.com	Duval Ford Fleet Sales Laura Torbett (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 904-568-6027 Laura.Torbett@duvalfleet.com 5203 Waterside Dr Jax, Fl 32210	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA19-VEL27 Heavy Equipment and Trucks FSA19-VEH 17. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor	Code	Equipment	Price
0	SPEC 141	2021 FORD F-250 4X2 EXTENDED CAB PICK UP (X2A)	\$ 24,145.00
0	600A	XL TRIM	\$ -
0	996	6.2L V8 GAS ENGINE	\$ -
0	44S	AUTOMATIC TRANSMISSION	\$ -
0	90L	POWER WINDOWS AND LOCKS	\$ -
0	X3E	3.73 LIMITED SLIP DIFFERENTIAL	\$ 389.00
0	148	6 3/4 BOX	\$ -
0			\$ -
0	Z1	EXTERIOR COLOR:OXFORD WHITE	\$ -
0	AS	INTERIOR COLOR: GRAY VINYL- 40/20/40	\$ -
0			\$ -
0	TBM	ALL TERRAIN TIRES, LT245/75R17E BSW A/T	\$ 164.00
0	TINT 1	WINDOW TINT, INCLUDING WINDSHIELD STRIP	\$ 265.00
0	872	BACK UP CAMERA	\$ 414.00
0	18B	RUNNING BOARDS	\$ 444.00
0	52B	ELECTRIC BRAKE CONTROLLER	\$ 269.00
0	534	TRAILER TOWING PACKAGE WITH 7 WAY WIRING AND 2" BALL	\$ 1,445.00
0	LED PKG 9	WHELEN FOUR CORNER LED LIGHTING SYSTEM- WHITE	\$ 3,022.00
0	INCL	54" LIBERTY 11 LIGHTBAR, FULLY POPULATED WITH 6 SWITCH CONTROLLER- A/W/AW SPLIT	\$ -
0	7SB	6 3/4' KNAPEIDE UTILITY BODY, MODEL 680	\$ 7,600.00
0	31V	SHIP THROUGH TO BODY MANUFACTURER, INCLUDES CERTIFIED MSO	\$ 625.00
0	CAMLOC	INSTALL FACTORY BACK UP CAMERA	\$ 285.00
0	SPRAY SB	HD LINEX SPRAY IN BEDLINER, INCLUDE TOPS OF UTILITY BOXES	\$ 945.00
0	SPRAY BR	SPRAY IN LINER, REAR BUMPER	\$ 210.00
0			\$ -
0			\$ -
0	LABOR	Total Contract labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$50 \$ -
0			\$ -
0	VENDOR COMMENTS	***See Our Face Book Page for Pics & Video <a href="https://www.facebook.com/duvalfleet/">https://www.facebook.com/duvalfleet/</a> ***	

**UNIT COST** \$ 40,222.00

**TOTAL QUANTITY** 1 **TOTAL PURCHASE** \$ 40,222.00



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** November 10, 2020  
**FROM:** Michael Daniels, AICP, Planning & Zoning Director  
**SUBJECT:** Review of a Master Site Development Plan for the Narducci Storage Office at 409 N Palmetto Avenue, 017639-001-00

### PROPERTY DESCRIPTION

**APPLICANT:** Matthew Phillips, ShayCore LLC **OWNER:** Fusilli Investments LLC

**PROPERTY LOCATION:** 409 N Palmetto Avenue

**PARCEL NUMBER:** 017639-001-00

**FILE NUMBER:** 202000732

**CURRENT ZONING:** Gateway Corridor Neighborhood (GCN)

**FUTURE LAND USE DESIGNATION:** Commercial Medium Intensity (CMI)

### SURROUNDING LAND USE

**NORTH:** FLU: Commercial Medium Intensity **SOUTH:** FLU: Commercial Medium Intensity  
 Z: Gateway Corridor Neighborhood Z: Gateway Corridor Neighborhood  
 Use: Undeveloped Use: Jesse's Auto Service

**EAST:** FLU: Commercial High Intensity (CHI) **WEST:** FLU: Residential Professional Office  
 Z: Gateway Corridor Commercial (GCC) Z: C-1, Neighborhood Commercial  
 Use: Wells Fargo Use: Undeveloped

### BACKGROUND

#### DEVELOPMENT DESCRIPTION:

The applicant has submitted a major Site Development Plan Application for the development of an Office/Storage Building on .14 acres, located at 409 Palmetto Avenue.

The property is fairly level with a gentle slope of about 1 and ½ feet of fall, sloping from west to east. The site is sparsely wooded including a 12" palm tree and a 40" camphor tree in the rear of the site and the remainder of the site consists of vegetated underbrush.

## **PROPOSED PLAN**

The plan includes a 2,100 square foot office storage building and parking area.

### **Parking**

The plan shows 1 parking spaces plus 1 handicapped parking space in addition to a garage door for loading and unloading provided onsite. Per code they are required to have 1 space per 5,000 square feet of storage area.

### **Drainage Retention**

Due to the size of the proposed the applicant received a waiver from the Water Management District. That said, they still shall comply with City requirements. Roof drains have been provided to take the roof runoff which will be connected to the City's stormwater system.

### **Traffic and Access**

Access will be provided off Palmetto Avenue. There will be minimal traffic to this location.

### **Landscape, Buffer and Lighting Plan**

The plan is showing the planting of 9 trees on the site and 69 hedge plantings pursuant to City Code. They are providing a treed landscape buffer with a 6' fence along the rear of the property. There will be no li Avenue. The existing oak trees and magnolia will be removed. In order to provide a buffer up against the adjacent residential properties to the east, they are providing a 6' privacy fence on the property with three elm trees as a landscape buffer. The lighting plan shows lighting on the front of the building only.

The site will be served by the city water, sewer, and electric services. No dumpster will be provided onsite.

## **PLANNING & ZONING BOARD REVIEW**

The Planning & Zoning Board reviewed a code variance and site development plan on October 27, 2020. The Planning and Zoning Board also approved a variance request to allow the placement of parking between Palmetto Avenue and the proposed building and to reduce the side yard setback from 10' to 5' on a 4-1 vote. Planning and Zoning recommended City Council approve the site development plan in a 3-2 vote subject to the following condition:

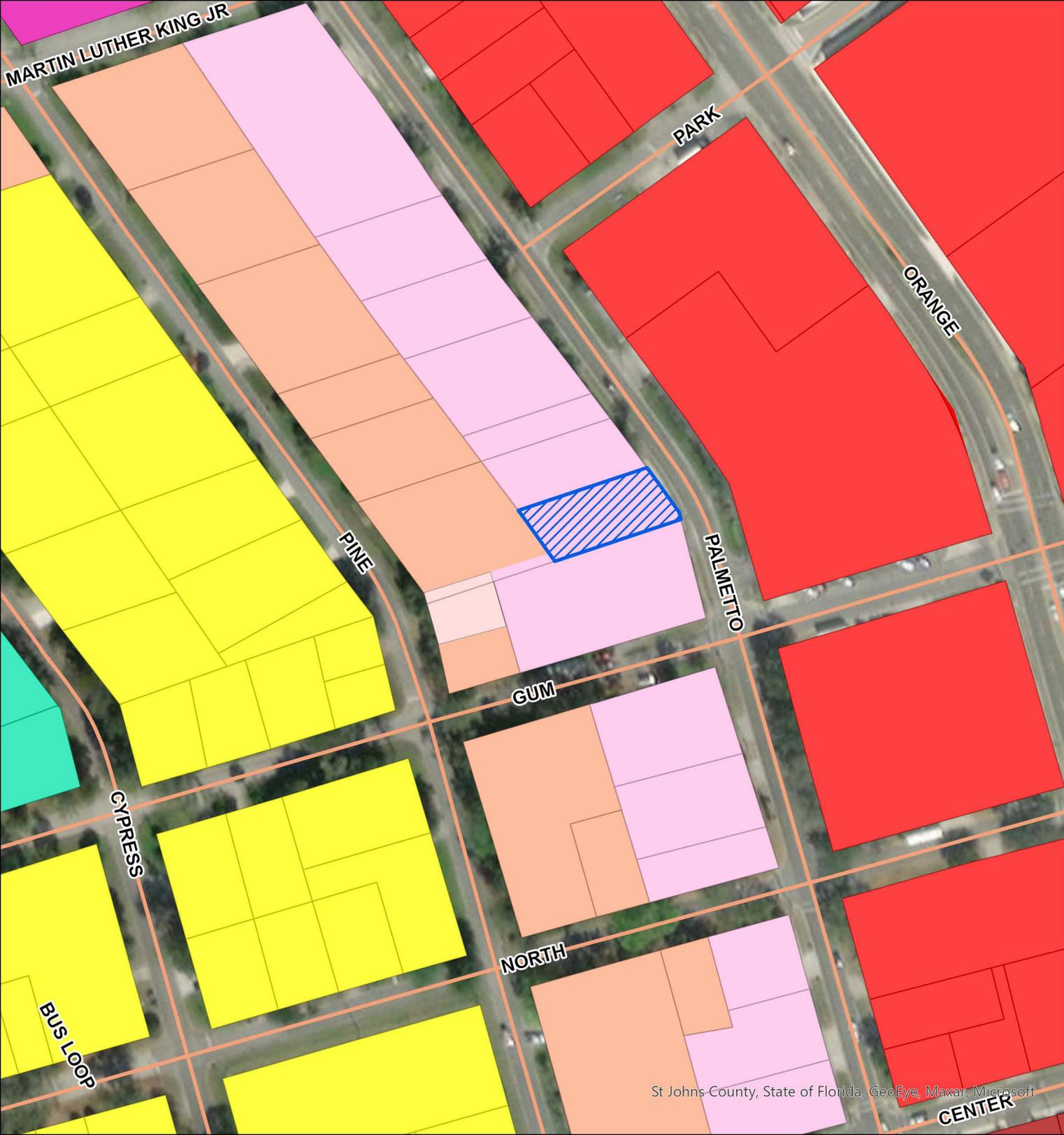
1. The grading and drainage plan shall be modified to capture the stormwater runoff from parking lot and channel it into the City's stormwater system.

Subsequent to the Planning and Zoning Commission meeting the applicant resubmitted the drainage plan reducing the amount of paved parking area and including a trench drain at the driveway throat to direct stormwater runoff to the City's system thereby satisfying the outstanding comment.

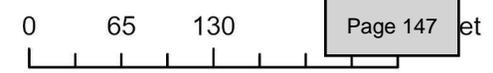
## **STAFF RECOMMENDATION**

Staff recommends approval of 202000857, to approve the Master Site Development Plan for a storage office at 409 N Palmetto Avenue.

**Motion:** To recommend to City Council approval of 202000857, to approve the Master Site Development Plan for a storage office at 409 N Palmetto Avenue.



- Parcels
- Roads
- ZONING**
- R-1 Single Family Residential
- RPO Residential Professional Office
- C-1 Neighborhood Commercial
- C-2 General Commercial
- CBD Central Business District
- GCC Gateway Corridor Commercial
- GCN Gateway Corridor Neighborhood
- INS Institutional
- Project Site**
- Multiple Applications





# GREEN COVE STORAGE OFFICE PROPOSED WAREHOUSE

## 409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL

**CIVIL ENGINEERING LEGEND**

EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY LINE
---	---	RIGHT-OF-WAY LINE
---	---	CENTERLINE
---	---	FENCE
---	---	RETAINING WALL
---	---	BUILDING
---	---	PAVEMENT LINE/SIDEWALK LINE
---	---	CURB, CURB AND GUTTER
25.50	25.50	SPOT ELEVATIONS
25	25	CONTOURS
6"SA	6"SA	SANITARY SEWER/CLEANOUT
6"PW	6"PW	PROCESS WASTE
RD	RD	ROOF DRAIN
ST	ST	STORM SEWER
6"W	6"W	DOMESTIC WATER
6"F	6"F	FIRE MAIN
6"G	6"G	GAS MAIN
6"FM	6"FM	FORCE MAIN
UE	UE	UNDERGROUND ELECTRIC
OHE	OHE	OVERHEAD ELECTRIC
UT	UT	UNDERGROUND TELEPHONE
OT	OT	OVERHEAD TELEPHONE
UD	UD	UNDERDRAIN
Y	Y	FIRE HYDRANT
DCV	DCV	DOUBLE CHECK VALVE ASSEMBLY
RPB	RPB	RED. PRESSURE BACKFLOW PREVENTER
P	P	POST INDICATOR VALVE
V	V	VALVE
V&B	V&B	VALVE & BOX
M	M	MANHOLE
SR	SR	SPRINKLER RISER
WM	WM	WATER METER
CB	CB	CATCH BASIN
CI	CI	CURB INLET
FE	FE	FLARED END
ME	ME	MITERED END
CF	CF	CONCRETE FLUME
EW	EW	ENDWALLS
CS	CS	CONTROL STRUCTURE
CP	CP	CONCRETE POWER POLE
WP	WP	WOOD POWER POLE
LP	LP	LIGHT POLE
T	T	TRANSFORMER
V	V	VAULTS
DS	DS	DRAINAGE STRUCTURE
SS	SS	SANITARY SEWER STRUCTURE
SC	SC	SECTION CUT
DR	DR	DETAIL REFERENCE
CN	CN	CURVE NUMBER
SF	SF	SILT FENCE
HB	HB	HAYBALE BARRIER
SB	SB	SOIL BORING LOCATION/NUMBER

**LEGAL DESCRIPTION**

THE SOUTH 48 FEET OF THE EAST 1/2 OF LOT 1, BLOCK 20, NORTH SUBURBS OF GREEN COVE SPRINGS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 10, IN THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.



LOCATION MAP (NOT TO SCALE)

**CIVIL DRAWING INDEX**

C000	COVER SHEET
C050	CIVIL NOTES AND SPECS
C100	CLEARING, DEMOLITION, AND EROSION CONTROL PLAN
C200	SITE GEOMETRY PLAN
C300	SITE GRADING PLAN
C400	SITE DRAINAGE AND UTILITIES PLAN
C500	CIVIL DETAILS I
C510	CIVIL DETAILS II
L-1	TREE REMOVAL / PROTECTION PLAN
L-2	LANDSCAPE / IRRIGATION PLAN
L-3	LANDSCAPE DETAILS

**PROJECT DESIGN TEAM**

OWNER/DEVELOPER:	FUSILLI INVESTMENTS, LLC 2801 ST. JOHNS BLUFF ROAD, SUITE 201 JACKSONVILLE, FL 32246
SURVEYOR:	PERRET AND ASSOCIATES, INC. 1484 MONTICELLO ROAD JACKSONVILLE, FL 32207 (904) 805-0030
LANDSCAPE ARCHITECT:	A & K LAND PLANNING & DESIGN 416 TORTOISE TRACE SAINT JOHNS, FL 32259 (904) 476-9692
GEOTECHNICAL ENGINEER:	AGES OF JAX, INC. 9556 HISTORIC KINGS ROAD SOUTH, SUITE 201 JACKSONVILLE, FL 32257 (904) 886-0766



48 HOURS BEFORE YOU DIG  
CALL SUNSHINE  
1-800-432-4770  
IT'S THE LAW IN FLORIDA

**GREEN COVE STORAGE OFFICE  
PROPOSED WAREHOUSE**  
409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL 32043

**COVER SHEET**

REV.	DATE	BY	DESCRIPTION
0	11-12-20	MJP	CONSTRUCTION ISSUE
1	08-08-20	MJP	PERMIT ISSUE
A			

JOB NO.	20ENG010
DRAWN:	MJP
CHECKED:	MJP
SCALE:	NONE

**C000**  
DRAWING NO.

**TERMITE PROTECTION SPECIFICATIONS:**

- 1. PERFORM ALL CHEMICAL TREATMENT SPECIFIED HEREIN IN ACCORDANCE WITH CURRENT REQUIREMENTS OF GOVERNING REGULATIONS. USE REGISTERED AND LICENSED APPLICATORS, WHERE SUCH IS REQUIRED BY FEDERAL, STATE, OR LOCAL AUTHORITY.
- 2. A PERMANENT SIGN WHICH IDENTIFIES THE TERMITE TREATMENT PROVIDER AND NEED FOR RE-INSPECTION AND TREATMENT CONTRACT RENEWAL SHALL BE PROVIDED. THE SIGN SHALL BE POSTED NEAR THE WATER HEATER OR ELECTRIC PANEL.
- 3. UPON COMPLETION OF THE WORK, GUARANTEE THE EFFECTIVENESS OF THE TREATMENT AGAINST TERMITE INFESTATION FOR A MINIMUM PERIOD OF ONE YEAR. IF INFESTATION SHOULD OCCUR WITHIN THE GUARANTEE PERIOD, RE-TREAT THE SOIL AND REPAIR ALL ASSOCIATED DAMAGES. OWNER SHALL HAVE THE RIGHT TO RENEW AT THE END OF THE GUARANTEE PERIOD.
- 4. A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED BY A LICENSED PEST CONTROL COMPANY. THE CERTIFICATE OF COMPLIANCE SHALL STATE: "THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. THE TREATMENT IS IN ACCORDANCE WITH THE RULES AND LAWS OF THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES."
- 5. ONLY CHEMICALS APPROVED BY LOCAL, STATE, OR FEDERAL REGULATIONS SHALL BE USED. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE INTENDED CHEMICAL TO BE USED IS NOT PROHIBITED BY APPLICABLE REGULATIONS.
- 6. LOOSE WOOD AND FILL SHALL BE REMOVED FROM BELOW AND WITHIN ONE FOOT OF THE BUILDING. THIS INCLUDES ALL GRADE STAKES, FORMS, SHORING, OR OTHER CELLULOSE-CONTAINING MATERIAL.
- 7. DO NO SOIL POISONING WORK UNTIL ALL SUB-GRADE WORK IS COMPLETE AND READY FOR CONCRETE PLACEMENT OR OTHER FINISHED WORK. DO NOT APPLY SOIL POISON WHEN SURFACE WATER IS PRESENT.
- 8. IF WALLS ARE TO RECEIVE A MOISTURE-PROOFING COATING, APPLY CHEMICALS ONLY AFTER COATINGS ARE THOROUGHLY DRIED.
- 9. CONCRETE OVER-POUR AND MORTAR ALONG THE FOUNDATION PERIMETER MUST BE REMOVED BEFORE EXTERIOR SOIL TREATMENT.
- 10. AN EXTERIOR VERTICAL CHEMICAL BARRIER SHALL BE INSTALLED AFTER CONSTRUCTION IS COMPLETE, INCLUDING LANDSCAPING AND IRRIGATION. ANY SOIL DISTURBED AFTER THE VERTICAL BARRIER IS APPLIED SHALL BE RETREATED.
- 11. APPLY SOIL TREATMENT BENEATH ALL SLAB AREAS AND A MINIMUM OF ONE FOOT BELOW THE FLOOR SLAB ALONG THE INTERIOR SIDE OF ABUTTING FOUNDATION WALLS. WHERE THE EXTERIOR OF THE WALL IS ABUTTED BY CONCRETE SLABS, ASPHALT PAVING, OR OTHER PERMANENT SURFACING, TREAT THE EXTERIOR SIDE OF FOUNDATION WALLS AS SPECIFIED FOR THE INTERIOR SIDE OF SUCH WALLS.
- 12. SOIL TREATMENT SHALL BE APPLIED UNDER ALL EXTERIOR CONCRETE OR GRADE WITHIN ONE FOOT OF THE STRUCTURE SIDE WALLS.
- 13. CONDENSATE AND ROOF DOWNSPOUTS SHALL DISCHARGE AT LEAST ONE FOOT AWAY FROM BUILDING SIDE WALLS.
- 14. IRRIGATION SYSTEMS, INCLUDING ALL RISERS AND SPRAY HEADS, SHALL NOT BE INSTALLED WITHIN ONE FOOT OF THE BUILDING SIDE WALLS.
- 15. SOIL DISTURBED AFTER THE INITIAL TREATMENT SHALL BE RETREATED, INCLUDING SPACES BOXED OR FORMED.
- 16. BOXED AREAS IN CONCRETE FLOORS FOR SUBSEQUENT INSTALLATION OF TRAPS, ETC., SHALL BE MADE WITH PERMANENT METAL OR PLASTIC FORMS. PERMANENT FORMS MUST BE OF A SIZE AND DEPTH THAT WILL ELIMINATE THE DISTURBANCE OF SOIL AFTER THE INITIAL TREATMENT.
- 17. MINIMUM SIX MIL VAPOR RETARDER MUST BE INSTALLED TO PROTECT AGAINST RAINFALL DILUTION. IF RAINFALL OCCURS BEFORE VAPOR RETARDER PLACEMENT, RE-TREATMENT IS REQUIRED.
- 18. NO WOOD, VEGETATION, STUMPS, CARDBOARD, TRASH, ETC. SHALL BE BURIED WITHIN 15 FEET OF ANY EXISTING OR PROPOSED BUILDING.

**GENERAL WATER SPECIFICATIONS:**

- 1. ALL LINED FITTINGS SHALL BE TESTED FOR DEFECTS, PRIOR TO INSTALLATION.
- 2. MAINTAIN A MINIMUM OF 36" COVER IN PAVED AREAS AND 30" COVER IN NON-PAVED AREAS OVER ALL WATER MAINS UNLESS OTHERWISE NOTED. WATER LINES ARE DESIGNED TO FINISHED GRADE ELEVATIONS, AND SHALL BE PROTECTED FROM DAMAGE UNTIL ALL SITE-WORK HAS BEEN COMPLETED.
- 3. WATER MAINS SHALL BE DR-18 PVC, UNLESS OTHERWISE NOTED. WATER SERVICES SHALL BE SCHEDULE 40 PVC, AND BE NSF APPROVED. THE DESIGN, MANUFACTURE, TESTING, AND METHOD OF INSTALLATION OF UNDERGROUND MAINS SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF NFPA STANDARD 24.
- 4. THE UTILITIES CONTRACTOR SHALL INDICATE THE LOCATION OF THE TERMINATION OF EACH WATER SERVICE WITH STAKES OR MARKERS.
- 5. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIALS TO BE USED FOR CONSTRUCTION TO THE ENGINEER.
- 6. IF GASOLINE FUMES OR OTHER CONTAMINATION IS ENCOUNTERED DURING EXCAVATION, THE CONTRACTOR, IN ACCORDANCE WITH HRS AND DEP REQUIREMENTS, AS SPECIFIED IN 62-555.3A(4), FAC, SHALL IDENTIFY THE CONTAMINATION AND DOCUMENT SUCH TO THE ENGINEER AND HRS IN WRITING. SPECIAL PIPE AND JOINT GASKETS MAY BE REQUIRED IN THIS INSTANCE. IF CONTAMINATION IS ENCOUNTERED, CONSTRUCTION SHALL STOP, UNTIL THE CONTRACTOR RECEIVES FURTHER DIRECTION FROM HRS AND THE ENGINEER.
- 7. IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH, WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. WITH APPROVAL OF THE PERMITTING AGENCY, DUCTILE IRON PIPE, FITTINGS AND SOLVENT RESISTANT GASKET MATERIAL SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED.
- 8. A MINIMUM DISTANCE OF 10 FEET, OR 2 TIMES THE DEPTH OVER THE MAIN, WHICHEVER IS GREATER, MUST BE MAINTAINED FROM ALL BUILDINGS, FOUNDATIONS, AND THE TOP OF BANK OF ALL PONDS.
- 9. ALL PIPE CONSTRUCTION AND TESTING SHALL CONFORM TO THE APPROPRIATE AWWA STANDARDS.
- 10. ALL PIPES, VALVES, AND FITTINGS SHALL BE SUBJECT TO INSPECTION AT TIME OF DELIVERY AND ALSO IN THE FIELD JUST PRIOR TO INSTALLATION. ALL PIPES, VALVES, OR FITTINGS THAT, IN THE OPINION OF THE ENGINEER, DO NOT CONFORM TO THE PROJECT DRAWINGS AND SPECIFICATIONS, WILL BE REJECTED, AND SHALL BE REMOVED BY THE CONTRACTOR AT HIS EXPENSE.
- 11. THE UTILITIES CONTRACTOR SHALL PREPARE ALL DOCUMENTS AND OBTAIN REQUIRED CERTIFICATES OF INSPECTION FOR HIS WORK AND DELIVER SAME TO THE ENGINEER.
- 12. PVC PIPE FOUR INCHES AND LARGER MUST MEET THE REQUIREMENTS AS SET FORTH IN COMMERCIAL STANDARD C5256-63, FOR CONTRACTION AND EXPANSION AT EACH JOINT. PIPE AND FITTING MUST BE ASSEMBLED WITH A NON-TOXIC LUBRICANT.
- 13. DUCTILE IRON PIPE SHALL CONFORM TO ANSI SPECIFICATION A21.50 (AWWA C150) LATEST, "THICKNESS DESIGN OF DUCTILE IRON PIPE," TABLE 50.5, LAYING CONDITION TYPE 2, INTERNAL OPERATING PRESSURE 250 PSI FOR AN EIGHT-FOOT DEPTH OF COVER, CLASS 51 MINIMUM, AND SHALL BE ANSI A21.51 (AWWA C151), LATEST, CENTRIFUGALLY CAST PIPE. EACH LENGTH SHALL BE CLEARLY MARKED WITH PRESSURE RATINGS, THICKNESS CLASS, WEIGHT OF PIPE WITHOUT LINING, LENGTH, AND MANUFACTURER.
- 14. ALL JOINTING MATERIALS FOR MECHANICAL JOINTS SHALL BE PROVIDED BY THE PIPE AND FITTING MANUFACTURER. MATERIAL ASSEMBLY AND BOLTING SHALL BE IN STRICT ACCORDANCE WITH THE LATEST REVISION OF ANSI SPECIFICATION A21.11 (AWWA C111).
- 15. PIPE USING ROLL-ON OR SLIP JOINTS SHALL BE IN STRICT ACCORDANCE WITH THE LATEST REVISION OF ANSI SPECIFICATION A21.11 (AWWA C111). ALL JOINT MATERIAL SHALL BE PROVIDED BY THE PIPE MANUFACTURER, AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICE.
- 16. ALL EXISTING WATER MAINS AND SERVICE LINES SHALL BE KEPT IN OPERATION DURING CONSTRUCTION. WHERE DISRUPTION CANNOT BE AVOIDED, INTERRUPTION OF WATER SERVICE DURING CONSTRUCTION SHALL BE MINIMIZED.
- 17. ALL WATER LINES AND APPURTENANCES SHALL BE THOROUGHLY CLEANED OF ALL FOREIGN MATTER BEFORE BEING LOWERED INTO THE TRENCH AND SHALL BE KEPT CLEAN DURING LAYING OPERATIONS BY MEANS OF PLUGS OR OTHER APPROVED METHODS. ALL PIPES SHALL BE CHECKED FOR DEFECTS BEFORE BEING LOWERED INTO THE TRENCH. DEFECTIVE PIPE SHALL NOT BE USED. PIPE FOUND TO BE DEFECTIVE, AFTER INSTALLATION, SHALL BE REMOVED WITH SOUND PIPE AT THE EXPENSE OF THE CONTRACTOR. THE FULL LENGTH OF EACH SECTION SHALL REST SOLIDLY UPON THE PIPE BED, WITH RECESS EXCAVATED TO ACCOMMODATE THE BELLS AND JOINTS. ANY PIPE THAT HAS THE GRADE OR JOINT DISTURBED AFTER LAYING SHALL BE TAKEN UP AND RE-LAID. THE PIPE SHALL NOT BE USED IN WATER, OR WHEN TRENCH OR WEATHER CONDITIONS ARE UNSUITABLE FOR THE WORK. ALL JOINTS SHALL BE CLEANED OF ALL MATTER OF EVERY DESCRIPTION BEFORE MAKING THE JOINT.
- 18. UNDERGROUND SYSTEM SHALL BE THOROUGHLY FLUSHED UNDER HYDROSTATIC PRESSURE IN ACCORDANCE WITH AWWA STANDARD C605 FOR PVC PIPE, AND IN ACCORDANCE WITH AWWA STANDARD C600 FOR OTHER PIPE MATERIALS. THIS PRESSURE SHALL BE NO LESS THAN 200 PSI AND SHALL BE MAINTAINED FOR TWO HOURS, OR AS REQUIRED BY THE APPROPRIATE AWWA STANDARD.
- 19. THE LEAKAGE IN THE UNDERGROUND LINES SHALL NOT EXCEED THE LIMITS AS SPECIFIED BY THE APPROPRIATE AWWA STANDARD. IF SUCH LEAKAGE OCCURS AT ANY JOINTS, REPAIRS SHALL BE MADE. LEAKAGE SHALL BE MEASURED AT THE SPECIFIED PRESSURE BY PUMPING FROM A CALIBRATED CONTAINER.

**STORM DRAINAGE SPECIFICATIONS:**

- 1. SUBCONTRACTOR SHALL SUBMIT MANUFACTURER'S DATA SHEETS FOR ALL PIPE AND FITTINGS TO BE USED ON THE PROJECT. SUBCONTRACTOR SHALL SUBMIT FABRICATION DRAWINGS, SHOWING ALL INVERT ELEVATIONS, GRATE AND WEIR ELEVATIONS, WEIR AND ORIFICE DIMENSIONS, AND SIZE OF PIPE OPENINGS. STRUCTURES SHALL NOT BE ORDERED UNTIL FABRICATION DRAWINGS HAVE BEEN APPROVED BY THE ENGINEER.
- 2. REINFORCED CONCRETE PIPE SHALL COMPLY WITH THE REQUIREMENTS OF ASTM DESIGNATION C76, CLASS III. JOINTS SHALL BE PROVIDED WITH O-RING GASKETS, AND SHALL BE WATERTIGHT.
- 3. PVC PIPE AND FITTINGS SHALL HAVE A SMOOTH INTERIOR WALL AND SHALL CONFORM WITH ASTM D3034. ALL PVC PIPE SHALL HAVE BELL AND SPIGOT ENDS, AND BE JOINED WITH A GASKET JOINT. ALL JOINTS SHALL BE WATERTIGHT.
- 4. HIGH DENSITY POLYETHYLENE (HDPE) PIPE SHALL HAVE A SMOOTH INTERIOR WALL AND SHALL CONFORM TO ASTM D3350. ALL HDPE PIPE SHALL HAVE BELL AND SPIGOT ENDS, AND BE JOINED WITH A GASKET JOINT. ALL JOINTS SHALL BE WATERTIGHT. SOIL-TIGHT JOINTS WITH BANDED COUPLINGS ARE NOT ACCEPTABLE, UNLESS COMPLETELY WRAPPED IN GEOTEXTILE FABRIC TO CREATE A WATERTIGHT JOINT.
- 5. PIPE SHALL BE INSTALLED ACCURATELY TO THE GRADES AND ALIGNMENT SHOWN ON THE DRAWINGS. LAY PIPE WITH BELL ENDS UPSTREAM AND ADJUST SPIGOTS IN BELLS TO PROVIDE UNIFORM SPACE ALL AROUND. MAKE ALL JOINTS WATERTIGHT.
- 6. PRIOR TO DEMOBILIZING, SUBCONTRACTOR SHALL INSPECT ALL STRUCTURES, AND REMOVE ALL ACCUMULATED SEDIMENT OR TRASH FROM WITHIN STRUCTURES. SUBCONTRACTOR SHALL ENSURE THAT ALL PIPE OUTLETS ARE CLEAR AND FREE-FLOWING. ALL PIPE OUTLETS SHALL BE INSPECTED FOR EROSION, AND PROPERLY STABILIZED, PRIOR TO FINAL ACCEPTANCE OF THE SUBCONTRACTOR'S WORK BY THE CONTRACTOR.

**EROSION AND SEDIMENT CONTROL SPECIFICATIONS:**

- 1. THE PLAN APPROVING AUTHORITY MUST BE NOTIFIED ONE WEEK PRIOR TO THE PRE-CONSTRUCTION CONFERENCE, ONE WEEK PRIOR TO THE COMMENCEMENT OF LAND DISTURBING ACTIVITY, AND ONE WEEK PRIOR TO THE FINAL INSPECTION.
- 2. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CLEARING.
- 3. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
- 4. PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS (INCLUDING, BUT NOT LIMITED TO, OFF-SITE BORROW OR WASTE AREAS), THE SITE-WORK SUBCONTRACTOR SHALL SUBMIT A SUPPLEMENTARY EROSION CONTROL PLAN TO THE OWNER FOR REVIEW AND APPROVAL BY THE PLAN APPROVING AUTHORITY.
- 5. THE SITE-WORK SUBCONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE PLAN APPROVING AUTHORITY.
- 6. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL FINAL STABILIZATION IS ACHIEVED.
- 7. DURING DE-WATERING OPERATIONS, WATER SHALL BE PUMPED INTO AN APPROVED FILTERING DEVICE.
- 8. THE SITE-WORK SUBCONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES PERIODICALLY AND AFTER EACH RUNOFF-PRODUCING RAINFALL EVENT. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES SHALL BE MADE IMMEDIATELY.
- 9. THE SITE-WORK SUBCONTRACTOR WILL BE REQUIRED TO INCORPORATE ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES INTO THE PROJECT AT THE EARLIEST PRACTICAL TIME DURING CONSTRUCTION. THE EROSION CONTROL MEASURE DETAILED HEREIN SHALL BE CONTINUED UNTIL THE PERMANENT DRAINAGE FACILITIES HAVE BEEN CONSTRUCTED AND UNTIL ALL DISTURBED AREAS HAVE BEEN REESTABLISHED SO AS TO ESTABLISH AN EFFECTIVE EROSION DETERRENT. ALL COLLECTED SEDIMENT REMOVED FROM IMPOUNDMENT AREAS SHALL BE EVENLY DISTRIBUTED AND PERMANENTLY ESTABLISHED.
- 10. TEMPORARY AND PERMANENT VEGETATIVE COVER SHALL BE INSTALLED IN ACCORDANCE WITH ALL LOCAL AND STATE REQUIREMENTS.
- 11. SITE-WORK SUBCONTRACTOR SHALL CLEAN OUT ALL ACCUMULATED SILT IN DETENTION PONDS AT END OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED.
- 12. ALL DISTURBED AREAS OUTSIDE OF EXISTING AND PROPOSED PAVEMENT SHALL RECEIVE TEMPORARY AND PERMANENT SEEDING IN ACCORDANCE WITH LOCAL REGULATIONS.
- 13. PROVIDE SILT INLET PROTECTION AT ALL PROPOSED INLETS SHOWN ON THESE PLANS, USING A SILT SACK INSERT SUPPORTED BY THE INLET GRATE, OR AN APPROVED ALTERNATIVE FILTRATION DEVICE.
- 14. PROVIDE TEMPORARY STONE CONSTRUCTION ENTRANCE AS DETAILED HEREIN, AT THE LOCATION OF THE PERMANENT DRIVEWAY.

**EARTHWORK SPECIFICATIONS:**

- 1. THE REPORT OF PRELIMINARY GEOTECHNICAL EXPLORATION & ENGINEERING EVALUATION, PROPOSED NARDUCCI DENTAL WAREHOUSE, PREPARED BY ACES OF JAX, JOB NO. J19348, REPORT NO. 001, DATED JULY 13, 2020, SHALL BE CONSIDERED PART OF THESE CONSTRUCTION DOCUMENTS AS IF FULLY REPEATED HEREIN. CONTRACTOR SHALL REVIEW THIS REPORT FOR FULL EARTHWORK SPECIFICATIONS AND RECOMMENDATIONS.
- 2. A MOISTURE DENSITY RELATIONSHIP DETERMINATION TEST SHALL BE OBTAINED FOR EACH TYPE OF FILL MATERIAL USED, IN ACCORDANCE WITH ASTM STANDARDS.
- 3. IN-PLACE DENSITY TESTS ARE REQUIRED FOR ALL STRIPPED OR CUT SUB-GRADE AREAS THAT ARE SPECIFIED TO BE COMPACTED, FOR EACH LAYER OF FILL. A MINIMUM OF TWO TESTS OR ONE TEST FOR EVERY 10,000 SF ARE REQUIRED FOR BOTH THE BUILDING AND PAVEMENT AREAS, OR AS REQUIRED BY THE GEOTECHNICAL REPORT. RE-TESTS WILL BE REQUIRED IN RE-COMPACTED AREAS.
- 4. TAKE RESPONSIBILITY FOR THE REPAIR OR REPLACEMENT OF ANY UTILITY LINES OR SERVICES DAMAGED DURING THE COURSE OF THIS WORK.
- 5. TAKE RESPONSIBILITY FOR FURNISHING, PLACING, AND MAINTAINING ALL SUPPORT, SHORING, AND SHEET PILING WHICH MAY BE REQUIRED FOR THE PROTECTION OF SITE PERSONNEL AND ADJACENT EXISTING IMPROVEMENTS.
- 6. MAINTAIN ALL BENCHMARKS, MONUMENTS, AND OTHER REFERENCE POINTS FURNISHED BY OTHERS, AND REPLACE ANY THAT ARE DISTURBED OR DESTROYED DURING THE COURSE OF THIS WORK.
- 7. DO NOT DAMAGE ANY TREES NOT INDICATED FOR REMOVAL. PROTECT TREES NEAR THIS WORK SO AS TO PREVENT DAMAGE TO THE BRANCHES, BARK, AND SOIL AROUND THE ROOT SYSTEM. PROTECTION DEVICES SHALL BE IN ACCORDANCE WITH LOCAL STANDARDS.
- 8. REMOVE AND DISPOSE OF ALL TREES, BRUSH, VEGETATION, DEBRIS, AND ANY OTHER ORGANIC OR WASTE MATERIAL FROM ALL AREAS DESIGNATED TO BE CLEARED. REMOVE ALL MATERIAL TO ITS FULL DEPTH OR EXTENT UNLESS OTHERWISE INDICATED OR DIRECTED BY THE ENGINEER. IF PERMITTED BY LOCAL AUTHORITIES, ON SITE BURNING WILL BE ALLOWED.
- 9. STAGE CLEARING AND SEEDING SO THAT NO AREAS ARE LEFT DEFOLIATED FOR MORE THAN 30 DAYS, OR AS ALLOWED BY LOCAL AND STATE CODES, PRIOR TO BEGINNING FINAL CONSTRUCTION OR PAVING, UNLESS OTHERWISE AUTHORIZED.
- 10. WHERE EXISTING PAVEMENT IS ENCOUNTERED ON THE SITE, IT MAY BE RETAINED IN CERTAIN AREAS AT THE DISCRETION OF THE ENGINEER. RETAINING THIS MATERIAL WILL ONLY BE PERMITTED WHEN THE MATERIAL IS PROPERLY PULVERIZED AND THOROUGHLY RE-COMPACTED TO THE SATISFACTION OF THE ENGINEER. RETAINING EXISTING PAVING MATERIAL WILL NOT BE PERMITTED IN AREAS TO BE LANDSCAPED OR GRASSED.
- 11. STRIP ALL TOPSOIL FROM THE BUILDING AND PAVEMENT AREAS. ALL EXCESS STRIPPED MATERIAL SHALL BE HAULED OFF SITE.
- 12. DO NOT INCLUDE CLAY, STONES LARGER THAN 3/4 INCHES IN DIAMETER, WEEDS, ROOTS, RUBBISH, OR ANY OTHER FOREIGN MATTER IN THE TOPSOIL MATERIAL TO BE USED IN THE ON SITE LANDSCAPE AREAS.
- 13. PROOF-ROLL STRIPPED OR CUT SUB-GRADE IN BUILDING AND PAVEMENT AREAS PRIOR TO COMPACTON OF EXISTING SUB-GRADE, OR PLACEMENT OF FILL, USING A LOADED DUMP TRUCK OR OTHER HEAVY, LARGE-TIRE VEHICLE. DETERMINE ZONES OF LOOSE, WET, OR SOFT ORGANIC MATERIAL. IF A PUMPING CONDITION OCCURS, IMMEDIATELY STOP PROOF-ROLLING OPERATIONS TO AVOID FURTHER SUBSURFACE DISTURBANCE. PROOF-ROLLING SHALL BE PERFORMED IN THE PRESENCE OF THE GEOTECHNICAL ENGINEER IN ORDER TO AID IN EVALUATING UNSTABLE SUB-GRADE AREAS.
- 14. WHERE SOFT MATERIALS OR ORGANIC SOILS OCCUR AT SUB-GRADE ELEVATIONS BENEATH THE BUILDING OR PAVEMENT, NOTIFY THE ENGINEER WITH AN ESTIMATE OF THE AMOUNT OF UNSUITABLE MATERIAL, AND THE COST FOR UNDERCUTTING AND REPLACEMENT FILL. ENGINEER SHALL OBTAIN OWNER'S AUTHORIZATION OF UNDERCUTTING AND REPLACEMENT FILL PRIOR TO SITE-WORK CONTRACTOR PROCEEDING WITH ANY UNDERCUTTING OF UNSUITABLE MATERIAL. FOLLOWING OWNER AUTHORIZATION, EXCAVATE DOWN TO SUITABLE SUB-GRADE, AS DETERMINED BY THE GEOTECHNICAL ENGINEER, AND BACKFILL WITH STRUCTURAL FILL. PLACE AND COMPACT STRUCTURAL FILL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
- 15. GRADE AREAS TO RECEIVE TOPSOIL TO ALLOW FOR SUCH MATERIAL. LEAVE FINISHED SURFACES AND SURFACES TO RECEIVE PAVING SMOOTH, COMPACTED, AND FREE FROM IRREGULAR SURFACE DRAINAGE.
- 16. SURFACES SHALL NOT VARY FROM THE DESIGN GRADES BY MORE THAN 0.05 FEET UNDER PAVING AND CONCRETE SLABS, AND BY NOT MORE THAN 0.10 FEET UNDER OTHER FINISHED SURFACES.
- 17. PLACE FILL AND BACKFILL IN SUCCESSIVE LAYERS NOT TO EXCEED THE MAXIMUM LIFT THICKNESS LISTED IN THE GEOTECHNICAL REPORT. COMPACT EACH LAYER TO THE MINIMUM RELATIVE DENSITIES SPECIFIED IN THE GEOTECHNICAL REPORT ARE ACHIEVED. RE-COMPACT AREAS WHICH FAIL TO MEET THE COMPACTION REQUIREMENTS UNTIL PASSING RESULTS ARE ACHIEVED.
- 18. COMPACT AND STABILIZE THE PAVEMENT SUB-GRADES TO THE DEPTH SPECIFIED IN THE GEOTECHNICAL REPORT, MEETING THE MINIMUM LIMEROCK BEARING RATIOS SPECIFIED THEREIN.
- 19. DURING ALL SITE CLEARING AND GRADING OPERATIONS, PROVIDE PROPER TEMPORARY DRAINAGE, COMPLETE WITH REQUIRED TRENCHING AND PUMPING EQUIPMENT, TO ADEQUATELY DISPENSE SURFACE AND/OR SUBSURFACE WATER, AND TO ENSURE THAT THE SITE IS KEPT IN AN ACCESSIBLE AND WORKABLE CONDITION AT ALL TIMES. PROVIDE DE-WATERING AS NECESSARY TO MAINTAIN A SEPARATION OF AT LEAST TWO FEET BETWEEN THE GROUNDWATER AND ALL COMPACTION SURFACES. PERFORM TEMPORARY DRAINAGE WORK IN CONFORMANCE WITH ALL COVERING REGULATORY PROTECTIVE MEASURES SUCH AS SILT SCREENS, HAY BALES, SETTLING PONDS, AND SIMILAR DEVICES AS REQUIRED BY SUCH REGULATIONS. AT THE CONCLUSION OF THE PROJECT, PRIOR TO SPREADING THE TOPSOIL, RESTORE ALL AREAS USED FOR TEMPORARY DRAINAGE TO THE GRADES AND ELEVATIONS SHOWN ON THE DRAWINGS.
- 20. COMPACT THE BUILDING AREA, PAVING AREA, AND AN AREA FIVE FEET BEYOND THE EDGE OF ALL BUILDING AND PAVING LINES, IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. DO NOT USE HEAVY VIBRATORY EQUIPMENT WITHIN 60 FEET OF EXISTING BUILDINGS.
- 21. ALL FILL AND BACKFILL MATERIAL, WHETHER FROM ON SITE OR IMPORTED, MUST BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING IT ON THE SITE. IMPORT FILL SHALL CONSIST OF A GRANULAR MATERIAL FREE OF CLAY, SILT, OR ORGANIC MATERIAL, AND SHALL MEET THE REQUIREMENTS SPECIFIED IN THE GEOTECHNICAL REPORT. IMPORT FILL SHALL BE FREE OF MATERIAL THAT WOULD DEEM THE FILL HAZARDOUS, AS DEFINED BY THE STANDARDS OF THE ENVIRONMENTAL AUTHORITIES HAVING JURISDICTION.
- 22. MINIMIZE THE TRANSMISSION OF DIRT OR DEBRIS BY EQUIPMENT OR PERSONNEL TO ANY PROPERTY, PUBLIC OR PRIVATE, OUTSIDE THE PROJECT SITE. IMMEDIATELY REMOVE ANY SUCH DEBRIS OR DIRT TRANSMITTED.
- 23. WORK SPECIFIED HEREIN SHALL BE SUBJECT TO INSPECTION AND TESTING BY AN INDEPENDENT TESTING LABORATORY SELECTED BY THE GENERAL CONTRACTOR.
- 24. FOOTING BEARING SOILS SHALL BE DENSITY TESTED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT. IN THE ABSENCE OF ANY SUCH RECOMMENDATIONS, ONE DENSITY TEST IS REQUIRED IN THE BOTTOM OF 25 PERCENT OF THE ISOLATED FOOTINGS AND AT 100-FOOT INTERVALS IN THE CONTINUOUS FOOTINGS.
- 25. MAKE EXCAVATIONS TO THE DIMENSION AND ELEVATION INDICATED ON THE DRAWINGS. EXTRA PAYMENT WILL NOT BE MADE FOR EXCAVATIONS CARRIED BELOW INDICATED GRADES. WHERE UNAUTHORIZED EXCAVATIONS ARE MADE BELOW INDICATED ELEVATIONS UNDER SLABS, RESTORE TO PROPER ELEVATION AS SPECIFIED FOR COMPACTED BACKFILLING. IF UNDER FOOTINGS, PAY FOR THE COST OF THE EXTRA CONCRETE REQUIRED FOR THE EXTRA WALL OR FOOTING DEPTH.
- 26. CONCRETE MAY BE CAST AGAINST VERTICAL EXCAVATED SURFACES PROVIDED THE MATERIAL WILL STAND WITHOUT CAVING. THEREFORE, TAKE CARE TO MAINTAIN THE CROSS SECTION AS SHOWN ON THE DRAWINGS. ALLOW SUFFICIENT WIDTH WHEN EXCAVATING FOR FORMED CONCRETE TO ALLOW FOR CONSTRUCTION AND REMOVAL OF FORMS. ALLOW SUFFICIENT WIDTH WHEN EXCAVATING FOR BELOW-GRADE WALLS TO ALLOW FOR APPLICATION OF WATERPROOFING AND DRAINAGE MATERIALS AS SPECIFIED AND SHOWN ON THE DRAWINGS.
- 27. DEPOSIT EXCESS EXCAVATED MATERIAL AND MATERIAL DETERMINED UNSUITABLE FOR USE AS FILL OR TOPSOIL OFF SITE, OR AS DIRECTED BY THE GENERAL CONTRACTOR.
- 28. WHERE SOFT, ORGANIC, OR WET MATERIALS ARE PRESENT IN THE BOTTOM OF FOOTING OR UTILITY EXCAVATIONS, NOTIFY THE ENGINEER. FOLLOWING OWNER AUTHORIZATION OF UNDERCUTTING FOOTING OR UTILITY TRENCH SUB-GRADE, EXTEND THE EXCAVATE DEEPER TO SUITABLE SOILS. THE FOOTING MAY BEAR DIRECTLY ON THESE SOILS AT THE LOWER LEVEL OR ON LEAN CONCRETE BACKFILL PLACED IN THE EXCAVATIONS. AS AN ALTERNATIVE, FOOTINGS MAY ALSO BEAR ON PROPERLY COMPACTED BACKFILL EXTENDING DOWN TO THE SUITABLE SOILS. OVER-EXCAVATION FOR COMPACTED BACKFILL PLACEMENT BELOW FOOTINGS SHALL EXTEND LATERALLY BEYOND ALL EDGES OF THE FOOTINGS AT LEAST EIGHT INCHES PER FOOT OF OVER-EXCAVATION DEPTH BELOW FOOTING BASE ELEVATION.
- 29. DO NOT PLACE BACKFILL AROUND, AGAINST, OR UPON ANY CONCRETE OR MASONRY STRUCTURE UNTIL STRUCTURE HAS OBTAINED SUFFICIENT STRENGTH TO WITHSTAND THE LOADS IMPOSED, AS DETERMINED BY THE ENGINEER, OR WHEN PROPERLY BRACED OR SHORED.

**PADS, SIDEWALKS, CURBS, RAMPS, AND BUMPER SPECIFICATIONS:**

- 1. FINE GRADE THE AREA TO BE IMPROVED TO WITHIN PLUS OR MINUS 0.05 FEET OF THE DESIGNED SUB-GRADE ELEVATIONS, AND REMOVE ALL EXCESS MATERIAL FROM THE SITE. CONSTRUCT THE SUB-GRADE TRUE TO GRADE, HARD, UNIFORM, AND SMOOTH, USING METHODS AND EQUIPMENT AS REQUIRED. FINAL COMPACTION SHALL MEET THE REQUIREMENTS OF THE GEOTECHNICAL REPORT. PROPERLY MOISTURIZE DRY SUB-GRADES WITH WATER PRIOR TO PLACING THE CONCRETE.
- 2. SURFACES SHALL BE CLEAN AND DRY BEFORE RECEIVING PAINT. METAL SURFACES SHALL BE FREE OF HEAVY RUST.
- 3. PLACE THE CONCRETE ON MOIST SUB-GRADE FOR THE FULL DEPTH CALLED FOR ON THE PLANS. USE MECHANICAL VIBRATING EQUIPMENT FOR CONSOLIDATION TO ELIMINATE AIR BUBBLES OR STONE POCKETS.
- 4. BRING CONCRETE TO REQUIRED CROSS SECTION BY MEANS OF SCREEDS, FORMS, OR TEMPLATES AS APPROPRIATE. FINISH CONCRETE BY FLOATING AND TROWELING UNTIL SURFACE IS DENSE AND SMOOTH, TRUE TO CROSS SECTION AND GRADE, AND FREE FROM HUMPS OR DEPRESSIONS.
- 5. PROVIDE THE FINAL FINISH BY LIGHTLY BROOMING THE SURFACE IMMEDIATELY BEFORE THE CONCRETE TAKES ITS FINAL SET AS DIRECTED.
- 6. SURFACE OF ALL HANDICAPPED ACCESSIBLE ROUTES INCLUDING WALKS, RAMPS, AND CURB RAMPS, SHALL BE FINISHED STABLE, FIRM, AND SLIP RESISTANT. TRANSITIONS FROM RAMPS AND CURB RAMPS, LANDINGS, WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
- 7. CUT THE CAST-IN-PLACE CONCRETE INTO SECTIONS BY EXPANSION, CONSTRUCTION, OR CONTROL JOINTS, AS SHOWN ON THE DRAWINGS. PROVIDE EXPANSION JOINTS IN CURBS NO MORE THAN 50 FEET APART AND LOCATE CONTROL OR CONSTRUCTION JOINTS AT 10-FOOT INTERVALS.
- 8. AS SOON AS FINISHING HAS BEEN COMPLETED, COVER THE CONCRETE WITH A CURING COMPOUND. APPLY THE CURING COMPOUND UNIFORMLY AT THE RATE RECOMMENDED BY THE MANUFACTURER. DO NOT ALLOW TRAFFIC ON THE SURFACE FOR A PERIOD OF 72 HOURS.

**GENERAL UTILITY NOTES:**

- 1. EXISTING UTILITY LOCATIONS HAVE BEEN APPROXIMATED FROM THE AS-BUILT RECORDS PROVIDED BY THE LOCAL UTILITY AUTHORITY, AND HAVE NOT BEEN INDEPENDENTLY EVALUATED OR VERIFIED. THEREFORE, SHAYCORE ASSUMES NO RESPONSIBILITY FOR THE INACCURACY OF ANY UTILITY LOCATION OR SERVICE CONNECTION PORTRAYED ON THESE PLANS.
- 2. IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF UTILITIES, AND THE SUITABILITY AND ACCURACY FOR A PARTICULAR USE OF THE UTILITY INFORMATION CONTAINED IN THESE DRAWINGS. CONTRACTORS SHALL FIELD VERIFY ALL DEPICTED UTILITY CONDITIONS PRIOR TO ANY CONSTRUCTION, TO ENSURE CONNECTION AVAILABILITY.
- 3. PROVIDE HORIZONTAL SEPARATION BETWEEN UTILITIES AND TREES TO PROTECT BOTH THE UTILITIES AND THE TREES.
- 4. WATER AND SEWER LINES SHALL BE CONSTRUCTED TO WITHIN FIVE FEET OF THE OUTSIDE FACE OF THE BUILDING, AND IN THE CASE OF FIRE RISERS, THE FIRE MAIN SHALL BE CONSTRUCTED INTO THE BUILDING AND TERMINATING AT A FLANGE LOCATED 12 INCHES ABOVE FINISHED FLOOR ELEVATION.
- 5. THE CONTRACTOR SHALL GUARANTEE THE WORK INCLUDED IN THIS SECTION FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE.

**ON-SITE SEWER SPECIFICATIONS:**

- 1. PVC PIPE AND FITTINGS SHALL CONFORM TO THE REQUIREMENTS OF ASTM SPECIFICATION D-2729 AND ASTM SPECIFICATION D-3034, AS APPLICABLE. SOLVENT JOINT CEMENT SHALL MEET THE REQUIREMENTS OF ASTM SPECIFICATION D-2564.
- 2. MACHINE EXCAVATION SHALL BE TO A DEPTH OF 1/3 OF EACH PIPE. EACH SECTION OF PIPE SHALL BE INSPECTED FOR DEFECTS PRIOR TO BEING LOWERED INTO THE TRENCH.
- 3. THE INSIDE OF EACH BELL AND THE OUTSIDE OF EACH SPIGOT SHALL BE THOROUGHLY CLEANED OF ALL MATTER OF EVERY DESCRIPTION PRIOR TO LOWERING PIPE INTO THE TRENCH AND PRIOR TO MAKING THE JOINT. ALL SEWER LINES SHALL BE CONSTRUCTED WITH THE SPIGOT ENDS POINTING IN THE DIRECTION OF FLOW. BOTH THE BELL AND THE SPIGOT OF EACH JOINT SHALL BE LUBRICATED WITH THE LUBRICANT ADHESIVE RECOMMENDED BY THE PIPE MANUFACTURER. ALL SEWER LINES SHALL BE CLEANED OF ALL FOREIGN MATTER AS CONSTRUCTION PROGRESSES, AND SHALL BE LEFT IN A CLEAN CONDITION UPON COMPLETION OF ALL CONSTRUCTION OPERATIONS.
- 4. EACH SECTION OF THE COMPLETED SEWER SYSTEM SHALL BE INSPECTED FOR PROPER ALIGNMENT. ANY SECTION OF THE SEWER SYSTEM THAT DOES NOT DISPLAY TRUE, CONCENTRIC ALIGNMENT SHALL BE RE-LAID AT NO ADDITIONAL EXPENSE.
- 5. EACH SECTION OF THE COMPLETED SEWER MAIN SYSTEM SHALL BE TESTED FOR INFILTRATION. INFILTRATION SHALL NOT EXCEED 200 GALLONS PER INCH DIAMETER PER MILE OF SEWER PER 24 HOURS. UNSATISFACTORY SECTIONS SHALL BE REPAIRED OR REBUILT AS DIRECTED AT THE EXPENSE OF THE CONTRACTOR.
- 6. FOLLOWING INSTALLATION AND TESTING, THE SEWER MAIN SHALL BE PRESSURE FLUSHED. FLUSHING CERTIFICATION AND RESULTS OF THE PRESSURE TESTS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO REQUEST FOR FINAL PAYMENT.

**ShayCore**  
11235 ST. JOHNS INDUSTRIAL PARKWAY NORTH, SUITE 4  
JACKSONVILLE, FLORIDA 32246  
O: (904) 351-2592 F: (904) 239-3027  
WWW.SHAYCORE.COM

**GREEN COVE STORAGE OFFICE**  
**PROPOSED WAREHOUSE**  
409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL 32043

**CIVIL**  
**NOTES**  
**AND**  
**SPECS**

NO.	DATE	REV.	BY	DESCRIPTION
0	11-12-20	A	MJP	CONSTRUCTION ISSUE
				PERMIT ISSUE
				DESCRIPTION

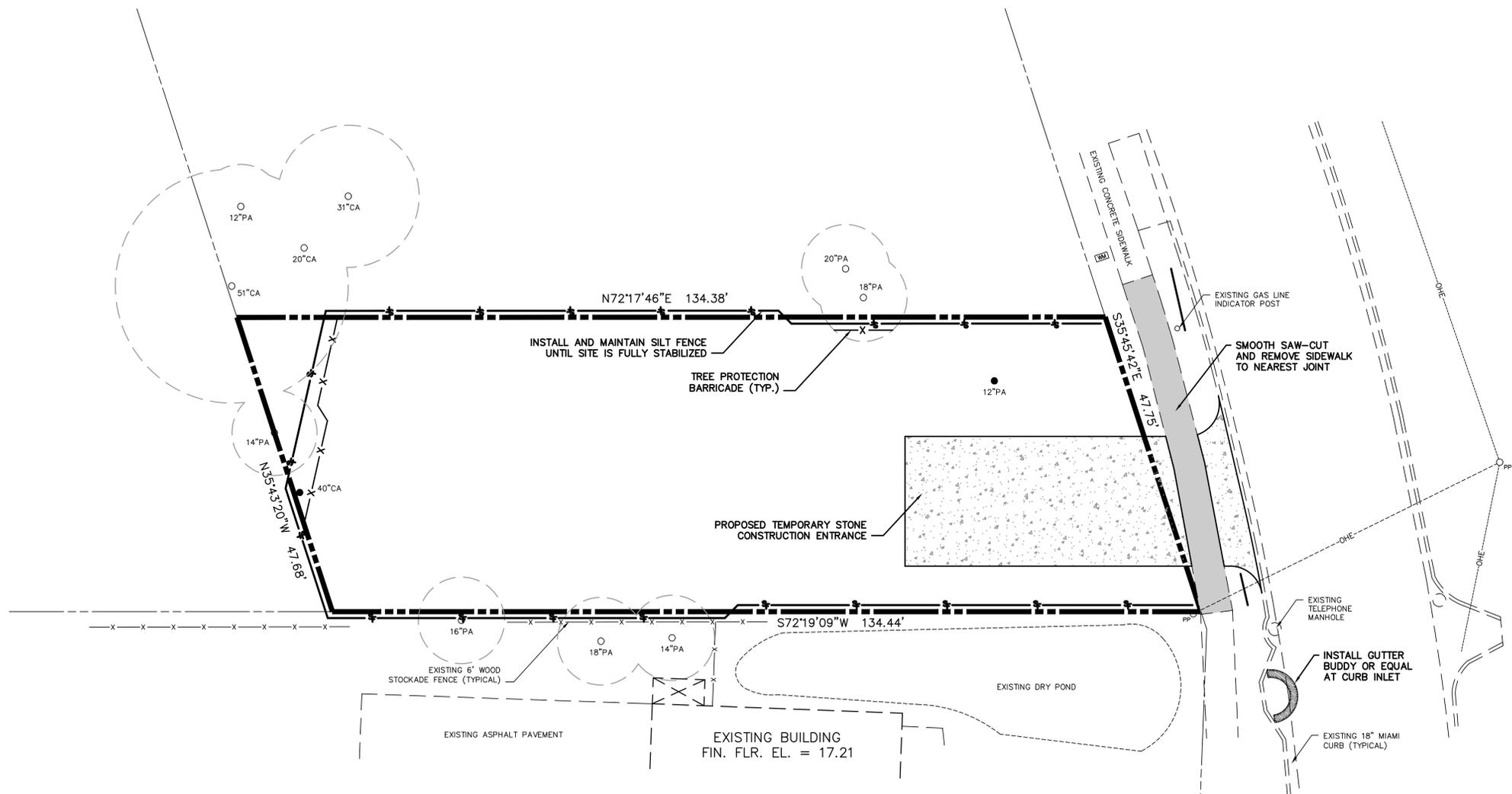
JOB NO. **20ENGO10**  
DRAWN: **MJP**  
CHECKED: **MJP**  
SCALE: **NONE**

**C.050**  
DRAWING NO.

REPRESENTS  
EXISTING  
IMPROVEMENTS  
TO BE REMOVED

**TREE LEGEND**

- CA CAMPHOR
- PA PALM
- TREE TO REMAIN
- TREE TO BE REMOVED



**ShayCore**  
 11235 ST. JOHNS INDUSTRIAL PARKWAY NORTH, SUITE 4  
 JACKSONVILLE, FLORIDA 32246  
 P: (904) 251-2992 F: (904) 239-3027  
 WWW.SHAYCORE.COM

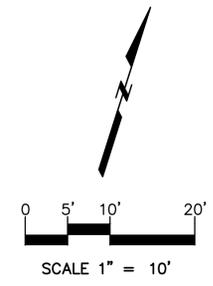
**GREEN COVE STORAGE OFFICE  
 PROPOSED WAREHOUSE**  
 409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL 32043

**CLEARING,  
 DEMOLITION,  
 AND  
 EROSION  
 CONTROL  
 PLAN**

REV.	DATE	BY	DESCRIPTION
0	11-12-20	MJP	CONSTRUCTION ISSUE
1	10-19-20	MJP	REVISED PERMIT ISSUE
2	08-12-20	MJP	PERMIT ISSUE

JOB NO. **20ENG010**  
 DRAWN: **MJP**  
 CHECKED: **MJP**  
 SCALE: **1" = 10'**

**C100**  
 DRAWING NO.



STATISTICAL SUMMARY

PROPERTY IDENTIFICATION NO.: 38-06-26-017639-001-00  
ZONING DESIGNATION: GATEWAY CORRIDOR NEIGHBORHOOD (GCN)  
FUTURE LAND USE DESIGNATION: COMMERCIAL MEDIUM INTENSITY (CMI)

SITE AREA: 6,098 SF = 0.14 AC  
BUILDING AREA: 2,100 SF (34%)  
MINIMUM PERVIOUS AREA: 1,829 SF (30%)  
PROVIDED PERVIOUS AREA: 2,110 SF (35%)

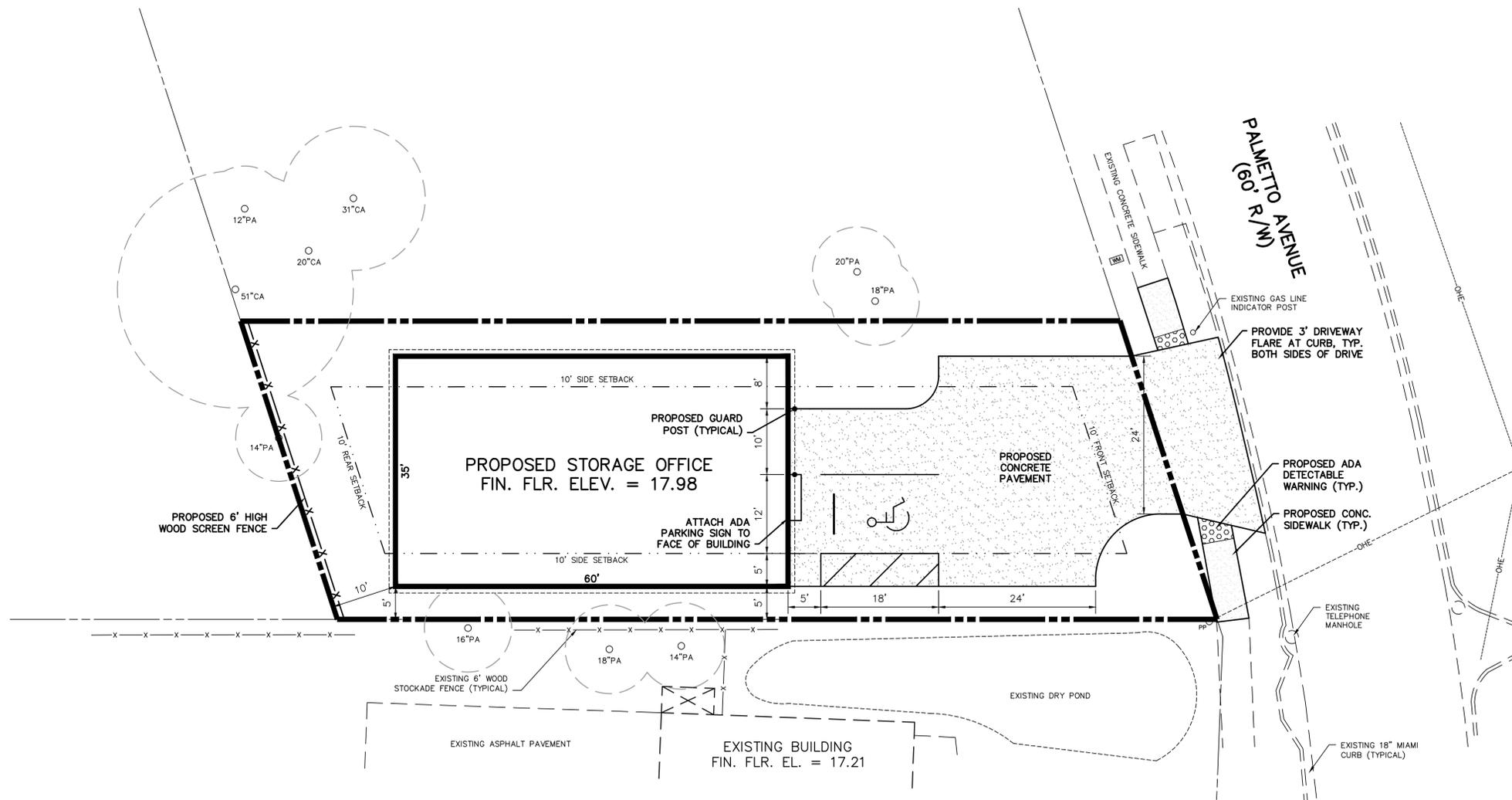
PARKING REQUIRED - 1 SPACE / 5,000 SF: 1 SPACE  
PARKING PROVIDED: 2 SPACES

**GREEN COVE STORAGE OFFICE  
PROPOSED WAREHOUSE**  
409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL 32043

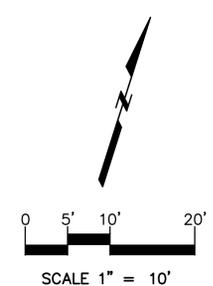
**SITE  
GEOMETRY  
PLAN**

REV.	DATE	BY	DESCRIPTION
O	11-12-20	MJP	CONSTRUCTION ISSUE
B	10-19-20	MJP	REVISED PERMIT ISSUE
A	08-18-20	MJP	PERMIT ISSUE

JOB NO. 20ENG010  
DRAWN: MJP  
CHECKED: MJP  
SCALE: 1" = 10'  
**C200**  
DRAWING NO.



NOTE: EXISTING FIRE HYDRANT LOCATED AT THE CORNER OF PALMETTO AND GUM STREET, APPROXIMATELY 80' SOUTH OF THE SITE.



## GREEN COVE STORAGE OFFICE PROPOSED WAREHOUSE

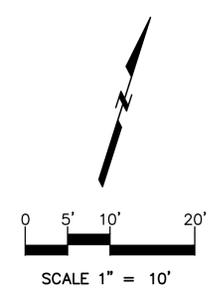
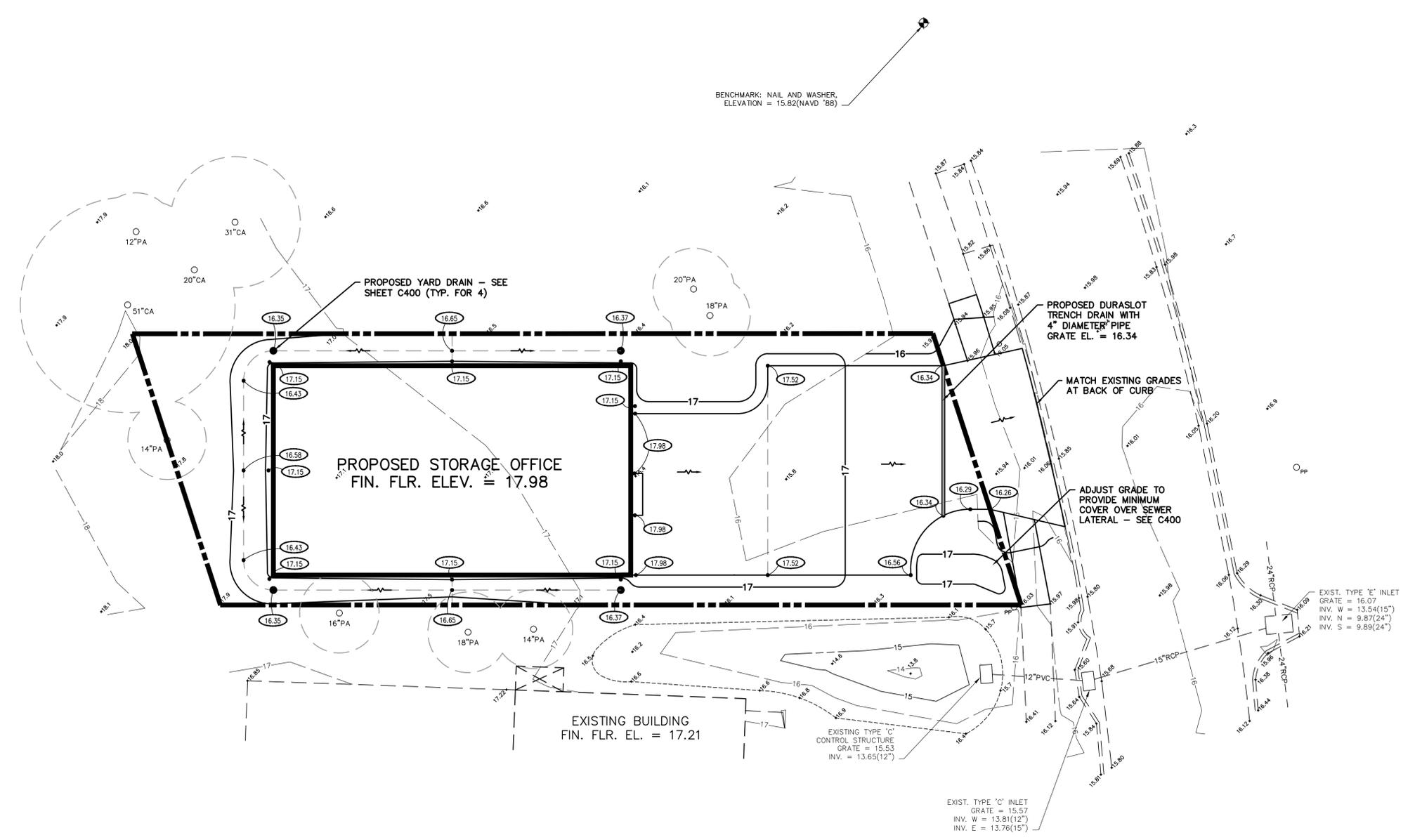
409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL 32043

### SITE GRADING PLAN

REV.	DATE	BY	DESCRIPTION
O	11-12-20	MJP	CONSTRUCTION ISSUE
B	10-19-20	MJP	REVISED PERMIT ISSUE
A	09-08-20	MJP	PERMIT ISSUE

JOB NO. **20ENG010**  
 DRAWN: **MJP**  
 CHECKED: **MJP**  
 SCALE: **1" = 10'**

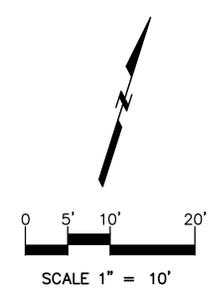
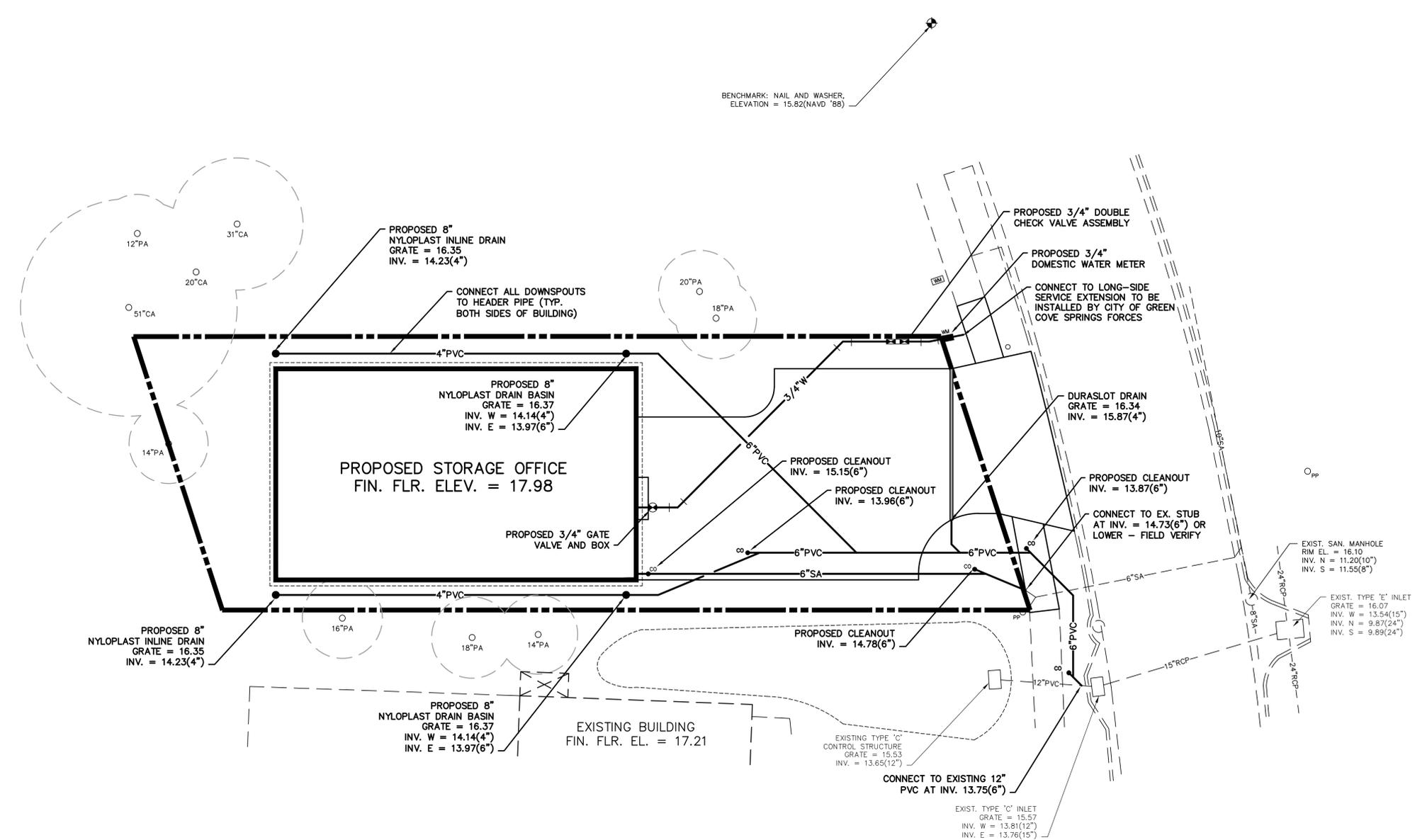
**C300**  
 DRAWING NO.



## GREEN COVE STORAGE OFFICE PROPOSED WAREHOUSE

409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL 32043

### SITE UTILITIES AND DRAINAGE PLAN



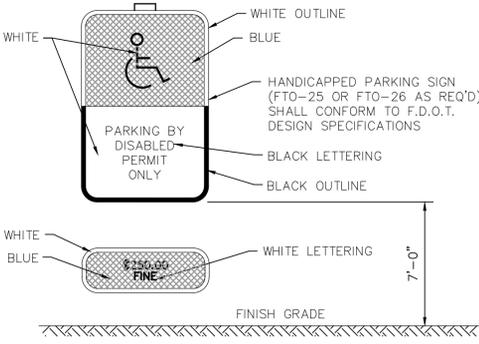
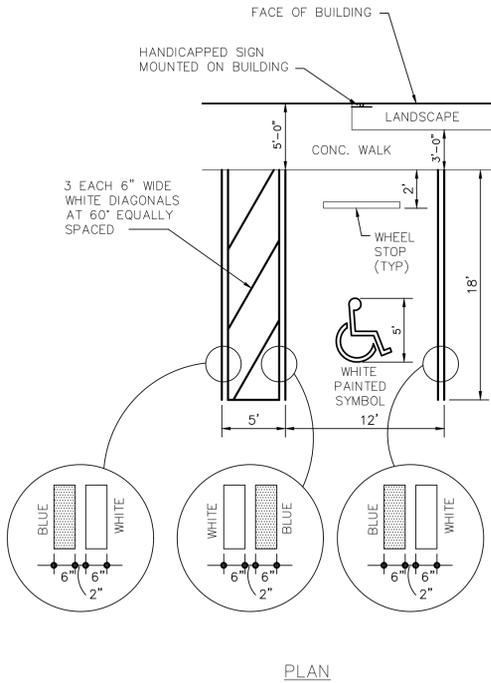
REV.	DATE	BY	DESCRIPTION
0	11-12-20	MJP	CONSTRUCTION ISSUE
1	10-12-20	MJP	REVISED PERMIT ISSUE
2	08-12-20	MJP	PERMIT ISSUE
A			

JOB NO. 20ENG010  
 DRAWN: MJP  
 CHECKED: MJP  
 SCALE: 1" = 10'

C400  
 DRAWING NO.

NOTES:

- MEASURE THE 12' AND 5' WIDTHS FROM THE CENTERLINE OF EACH SIDE 6" WIDE BLUE STRIPE.
- LEFT SIDE ACCESS AISLE SHOWN, RIGHT SIDE ACCESS AISLE IS TYPICAL TO OPPOSITE SIDE OF PARKING SPACE.



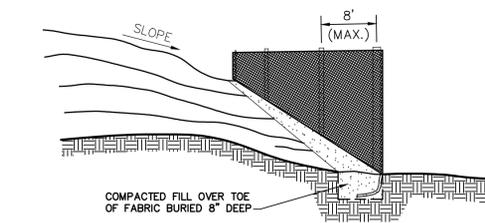
SIGN DETAIL

HANDICAPPED PARKING

1

CONCRETE JOINT LAYOUT (1" = 10')

2



NOTES:

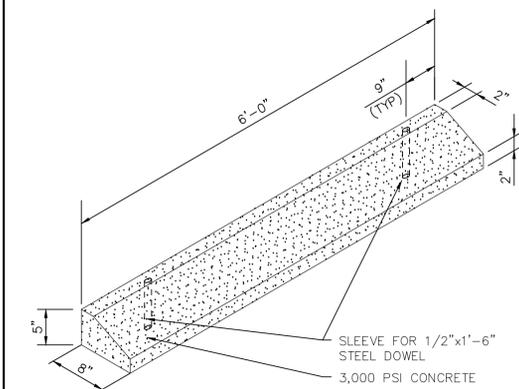
- POSTS TO BE 1" x 2" PINE WITH A MINIMUM LENGTH OF 4 FEET; LOCATE POSTS ON DOWNSLOPE SIDE OF FILTER FABRIC.
- BURY TOE OF FENCE APPROXIMATELY 8" DEEP TO PREVENT UNDERCUTTING.
- WHEN JOINTS ARE NECESSARY, SECURELY FASTEN THE FABRIC AT A SUPPORT POST WITH OVERLAP TO THE NEXT POST.
- FILTER FABRIC TO BE NYLON, POLYESTER, PROPYLENE OR ETHYLENE YARN WITH EXTRA STRENGTH - SOLB/LIN. IN. (MINIMUM) - AND WITH A FLOW RATE OF AT LEAST 0.3 GAL./SQ. FT./MINUTE. FABRIC SHOULD CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS.

SILT FENCE

3

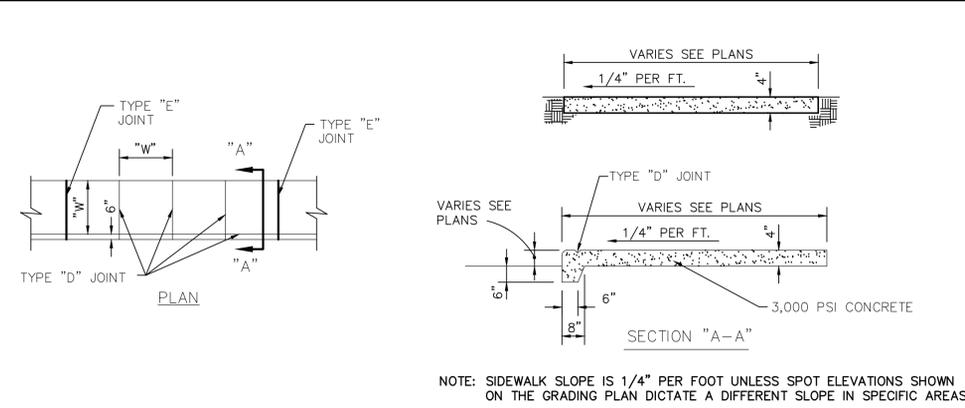
WHEEL STOP

4



WHEEL STOP

4



NOTE: SIDEWALK SLOPE IS 1/4" PER FOOT UNLESS SPOT ELEVATIONS SHOWN ON THE GRADING PLAN DICTATE A DIFFERENT SLOPE IN SPECIFIC AREAS.

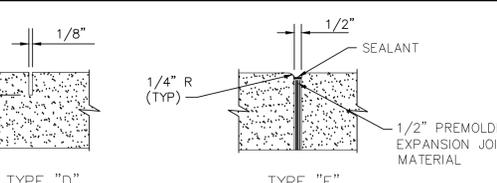


TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"D"	TRANSVERSE JOINT AT INTERVALS EQUAL TO THE SIDEWALK WIDTH EXCEPT EVERY FOURTH JOINT WHICH IS A TYPE "E" JOINT.
"E"	EVERY FOURTH TRANSVERSE JOINT, P.C. AND P.T. OF CURVES, ABRUPT CHANGES IN DIRECTION, AND WHERE NEW SIDEWALK ABUTS EXISTING SIDEWALK OR OTHER EXIST. CONCRETE SURFACE STRUCTURES.

NOTE: TYPE "D" JOINT MAY BE EITHER TOOLED IN WET CONCRETE OR SAWCUT WITHIN 18 HOURS OF PLACEMENT OF CONCRETE.

SILT FENCE

3

WHEEL STOP

4

SIDEWALK CONSTRUCTION

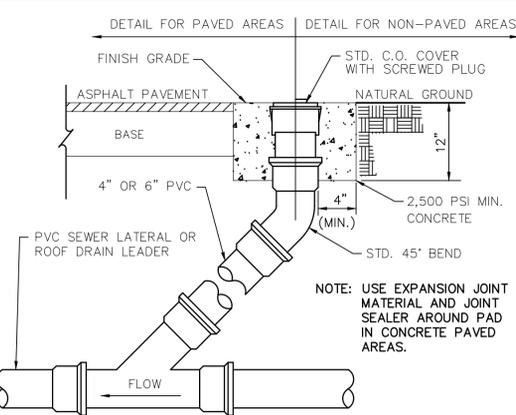
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CONCRETE THICKENED EDGE

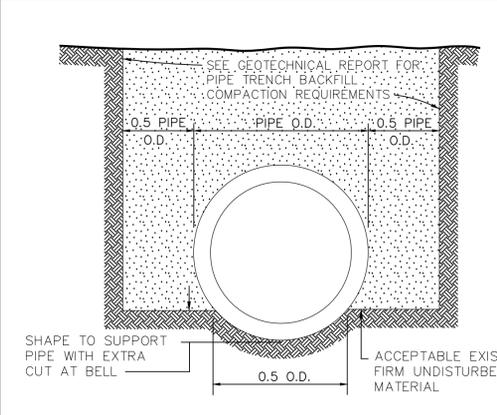
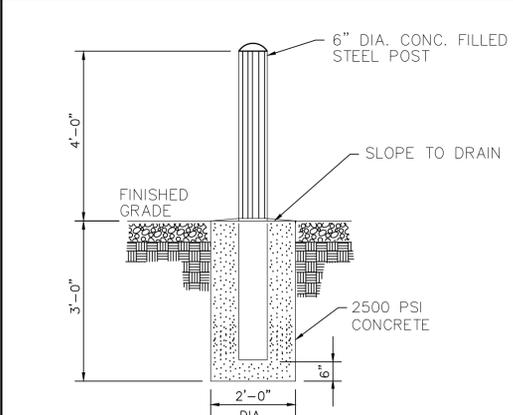
6

CONCRETE PAVEMENT

7

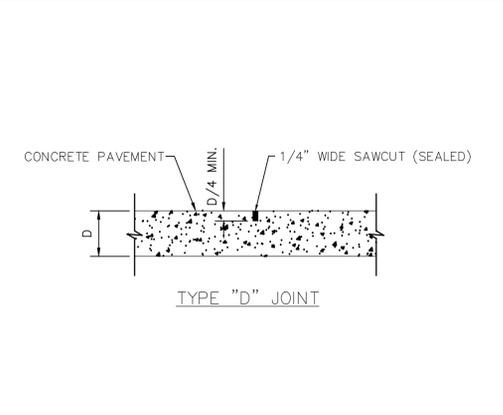


NOTE: USE EXPANSION JOINT MATERIAL AND JOINT SEALER AROUND PAD IN CONCRETE PAVED AREAS.



NOTES:

- EACH LIFT TO BE COMPLETELY COMPACTED TO REQUIRED DENSITY BEFORE STARTING NEXT LIFT. NO LIFT SHALL EXCEED 6" WHEN COMPACTED.
- A CONTINUOUS AND UNIFORM BEDDING SHALL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE. BACKFILL MATERIAL SHALL BE TAMPED IN LAYERS AROUND PIPE AND TO A SUFFICIENT HEIGHT ABOVE THE PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE. UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES SHALL BE REMOVED FOR A DEPTH OF AT LEAST 6" BELOW THE BOTTOM OF THE PIPE.



CLEANOUT

8

GUARD POST

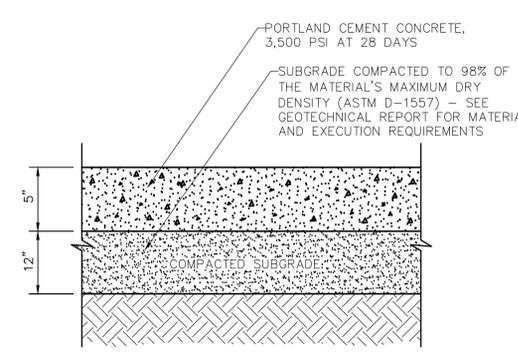
9

PIPE BEDDING

10

TYPE 'D' CONTROL JOINT

11

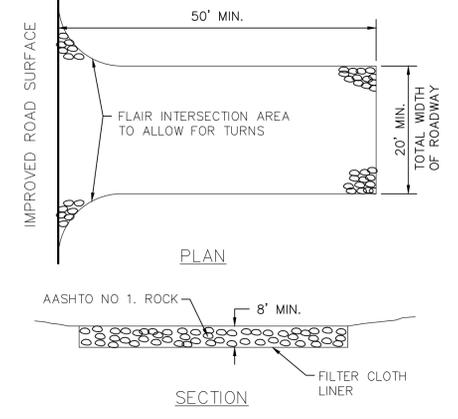
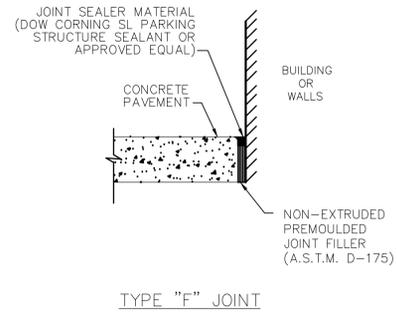


CONCRETE PAVING SPECIFICATIONS:

- FORMS SHALL BE MADE OF STEEL, WOOD, OR OTHER MATERIALS CAPABLE OF SUPPORTING MECHANICAL CONCRETE PLACING EQUIPMENT WITHOUT SETTLING VERTICALLY, BOWING INWARD OR OUTWARD, OR CRUSHING. FORMS SHALL BE CLEAN AND FREE OF DIRT, RUST, AND HARDENED CONCRETE.
- AGGREGATES SHALL CONFORM TO ASTM C-33. MAXIMUM AGGREGATE SIZE SHALL NOT EXCEED 1/3 OF THE FINEST THICKNESS. AGGREGATES SHALL BE TESTED FOR SOUNDNESS IN ACCORDANCE WITH ASTM C-88 AND FOR POTENTIAL REACTIVITY IN ACCORDANCE WITH ASTM C-289.
- MEMBRANE FORMING CURING COMPOUNDS SHALL COMPLY WITH ASTM C-309.
- ESTABLISH GRADES AND MAKE ALLOWANCE FOR EXISTING IMPROVEMENTS, PROPER DRAINAGE, ADJOINING PROPERTY RIGHTS, GOOD APPEARANCE, AND OTHER PERTINENT CONSIDERATIONS. CONSTRUCT SUB-GRADE TO ENSURE THAT THE REQUIRED PAVEMENT THICKNESS IS OBTAINED IN ALL LOCATIONS. RE-GRADE AND RE-COMPACT ANY SUB-GRADE DISTURBED BY CONCRETE DELIVERY VEHICLES OR OTHER CONSTRUCTION EQUIPMENT. DO NOT USE SAND OR LOOSE MATERIAL TO OBTAIN FINAL SUB-GRADE ELEVATION.
- FINE GRADE THE AREA TO BE PAVED TO WITHIN PLUS OR MINUS 0.05 FEET OF THE DESIGN SUB-GRADE ELEVATIONS, AND REMOVE ALL EXCESS MATERIAL FROM THE SITE. CONSTRUCT SUB-GRADE TRUE TO GRADE, HARD, UNIFORM AND SMOOTH, USING SUCH METHODS AND EQUIPMENT AS REQUIRED. FINAL COMPACTION SHALL MEET THE REQUIREMENTS OF THE GEOTECHNICAL REPORT. PROPERLY MOISTURIZE DRY SUB-GRADES WITH WATER PRIOR TO PLACING THE CONCRETE.
- COAT SURFACES OF FORMS WITH BOND-BREAKING COMPOUND PRIOR TO PLACEMENT OF CONCRETE. PROVIDE COMMERCIAL FORM-COATING COMPOUNDS THAT WILL NOT BOND WITH, STAIN, OR ADVERSELY AFFECT CONCRETE SURFACES, AND WILL NOT IMPAIR SUBSEQUENT TREATMENT OF CONCRETE SURFACES REQUIRING BOND OR ADHESION. THE EDGE OF PREVIOUSLY PLACED CONCRETE MAY BE USED AS A FORM. DO NOT APPLY FORM RELEASE AGENT TO PREVIOUSLY PLACED CONCRETE.
- PLACE REINFORCEMENT AT LOCATIONS SHOWN ON THE DRAWINGS. SUPPORT JOINT REINFORCEMENT SO THAT IT WILL NOT BE DISLOCATED BY CONCRETE PLACING OPERATIONS.
- PLACE THE CONCRETE ON MOIST SUB-GRADE FOR THE FULL DEPTH CALLED FOR ON THE PLANS. DO NOT PLACE CONCRETE ON FROZEN SUB-GRADE. BRING TO THE REQUIRED CROWN AND CROSS SECTION BY MEANS OF SCREEDS OR TEMPLATES AND THOROUGHLY VIBRATE. DO NOT MOVE CONCRETE HORIZONTALLY WITH VIBRATOR. FINISH CONCRETE BY FLOATING AND TROWELING UNTIL THE SURFACE IS DENSE AND SMOOTH, TRUE TO CROWN AND GRADE, AND FREE FROM HUMPS OR DEPRESSIONS.
- PROVIDE THE FINAL FINISH BY LIGHTLY BROOMING THE SURFACE IMMEDIATELY BEFORE THE CONCRETE TAKES ITS FINAL SET. BROOM ALL AREAS OF PANEL IN THE SAME DIRECTION.
- JOINTS SHALL BE CONSTRUCTED AT THE LOCATIONS, DEPTHS, AND DIMENSIONS SHOWN ON THE DRAWINGS. JOINTS IN ATTACHED CURBS SHALL BE ALIGNED WITH JOINTS IN PAVEMENT. CONTRACTION JOINTS SHALL BE CONSTRUCTED BY ONE OF THE FOLLOWING METHODS:
  - CONSTRUCT CONTRACTION JOINTS IN FRESH CONCRETE AFTER CONCRETE HAS SET SUFFICIENTLY TO MAINTAIN THE FORMED JOINT TO THE SPECIFIED DEPTH AND WIDTH.
  - SAW-CUT CONCRETE AFTER CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT AGGREGATE BEING DISLODGED AND SOON ENOUGH TO CONTROL PAVEMENT CRACKING. IF CONTRACTION JOINT SAWING CAUSES A CRACK, DISCONTINUE SAWING THAT CONTRACTION JOINT AND CONTINUE SAWING OTHER CONTRACTION JOINTS.
- AS SOON AS FINISHING HAS BEEN COMPLETED, COVER THE CONCRETE WITH A CURING COMPOUND. DO NOT ALLOW TRAFFIC ON THE SURFACE FOR A PERIOD OF 72 HOURS.

REV.	DATE	BY	DESCRIPTION
1	11-12-20	MJP	CONSTRUCTION ISSUE
2	10-19-20	MJP	REVISED PERMIT ISSUE
3	08-18-20	MJP	PERMIT ISSUE
4	08-18-20	MJP	DESCRIPTION

JOB NO. **20ENG010**  
 DRAWN: **MJP**  
 CHECKED: **MJP**  
 SCALE: **NONE**

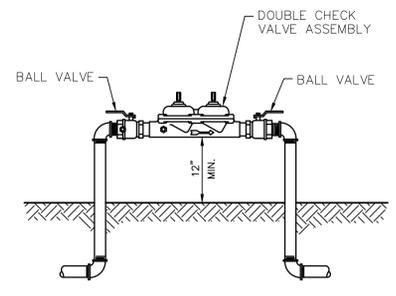


TYPE 'F' ISOLATION JOINT

1

STONE CONSTRUCTION ENTRANCE

2



NOTE: INSULATE ALL ABOVE GROUND FITTINGS FOR COMPLETE INSTALLATION.

DOUBLE CHECK VALVE ASSEMBLY

3

**ShayCore**

11235 ST. JOHNS INDUSTRIAL PARKWAY NORTH, SUITE 4  
JACKSONVILLE, FLORIDA 32246  
o: (904) 551-2952, F: (904) 239-3027  
WWW.SHAYCORE.COM

GREEN COVE STORAGE OFFICE  
PROPOSED WAREHOUSE  
409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL 32043

SITE  
DETAILS  
II

REV.	DATE	BY	DESCRIPTION
0	11-12-20	MJP	CONSTRUCTION ISSUE
A	08-08-20	MJP	PERMIT ISSUE

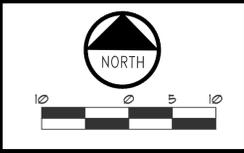
JOB NO. 20ENG010  
DRAWN: MJP  
CHECKED: MJP  
SCALE: NONE

C510  
DRAWING NO.

**NARDUCCI WAREHOUSE**  
 409 PALMETTO AVENUE  
 GREEN COVE SPRINGS, FLORIDA

REVISIONS :

9-3-2020	per City Comments
10-12-2020	per City Comments
11-2-2020	per City Comments



DATE : August 27, 2020  
 PROJECT NO. : 202051  
 DESIGNED BY : KSR  
 DRAWN BY : KSR  
 CHECKED BY : KSR  
 SCALE : 1" = 10'

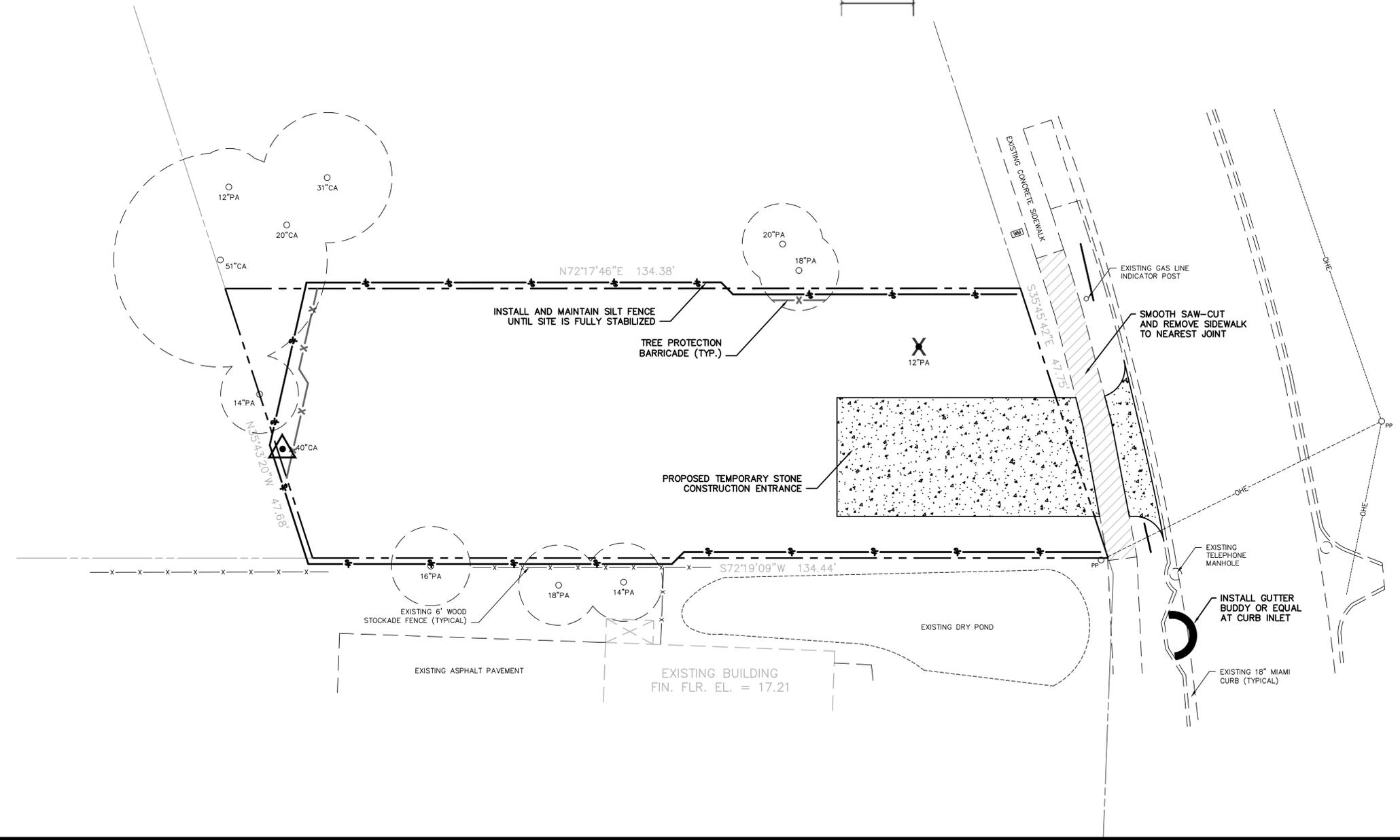
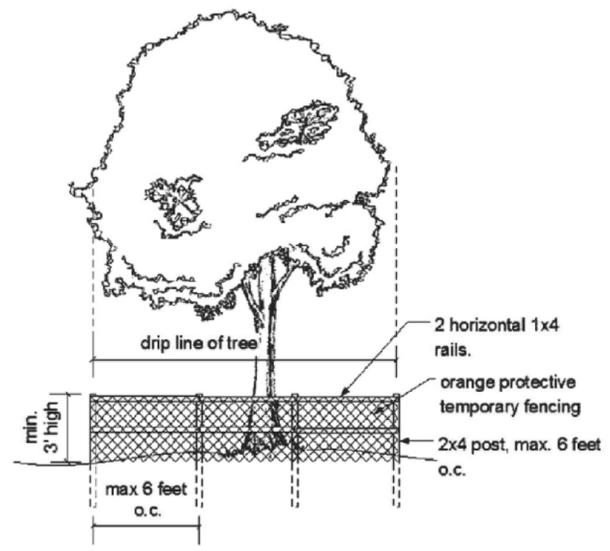
SHEET TITLE  
**TREE REMOVAL /  
 PROTECTION PLAN**

**NOTE:**  
 • ALL MATERIALS REMOVED FROM SITE TO BE DISPOSED OF PROPERLY OFF SITE.

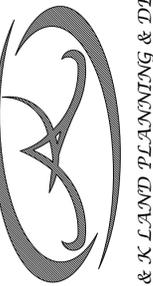
**KEY:**

21" PINE X PROTECTED TREE TO BE REMOVED WITH MITIGATION REQUIREMENTS.

40"CA ▲ NONPROTECTED TREE TO BE REMOVED WITH NO MITIGATION REQUIREMENTS.



NARDUCCI WAREHOUSE, 409 PALMETTO AVENUE, GREEN COVE SPRINGS, FLORIDA

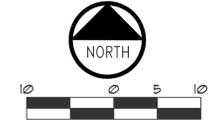


A & X LAND PLANNING & DESIGN, Inc.  
PHONE: 604.476-9682  
48 TORTOISE TRAIL, SAINT JOHNS, FLORIDA 32259  
FAX: 604.476-9682  
WWW.AXLANDPLANNING.COM/CONTACT

NARDUCCI WAREHOUSE  
409 PALMETTO AVENUE  
GREEN COVE SPRINGS, FLORIDA

REVISIONS :

9-3-2020	per City Comments
10-12-2020	per City Comments
11-2-2020	per City Comments



DATE : August 27, 2020  
 PROJECT NO. : 202051  
 DESIGNED BY : KSR  
 DRAWN BY : KSR  
 CHECKED BY : KSR  
 SCALE : 1" = 10'

SHEET TITLE  
 LANDSCAPE /  
 IRRIGATION PLAN

L-2  
 SHEET

LANDSCAPE CALCULATIONS:

TOTAL AREAS:	6,091 SF.
ZONING:	Commercial
VIA: PUBLIC AREA:	1,032 SF.
10% VIA REQ. LANDSCAPE AREA	103 SF.
LANDSCAPE AREA PROVIDED:	109 SF.
15% TOTAL SITE LANDSCAPE AREA	
AREA REQUIRED:	915 SF.
AREA PROVIDED:	2,131 SF.

PERIMETER AREA REQUIREMENT BREAKDOWN

PERIMETER AREA NORTH SIDE:	134 L.F.
5 SF. / L.F. = 5' x 134 L.F.	
AREA REQUIRED:	670 SF.
AREA PROVIDED:	670 SF.
PERIMETER AREA SOUTH SIDE:	134 L.F.
5 SF. / L.F. = 5' x 134 L.F.	
AREA REQUIRED:	670 SF.
AREA PROVIDED:	670 SF.
PERIMETER AREA EAST SIDE:	225 L.F.
10' SF. / L.F. = 10' x 225 L.F.	
AREA REQUIRED:	225 SF.
AREA PROVIDED:	225 SF.
PERIMETER AREA WEST SIDE:	48 L.F.
5' SF. / L.F. = 5' x 48 L.F.	
AREA REQUIRED:	240 SF.
AREA PROVIDED:	240 SF.

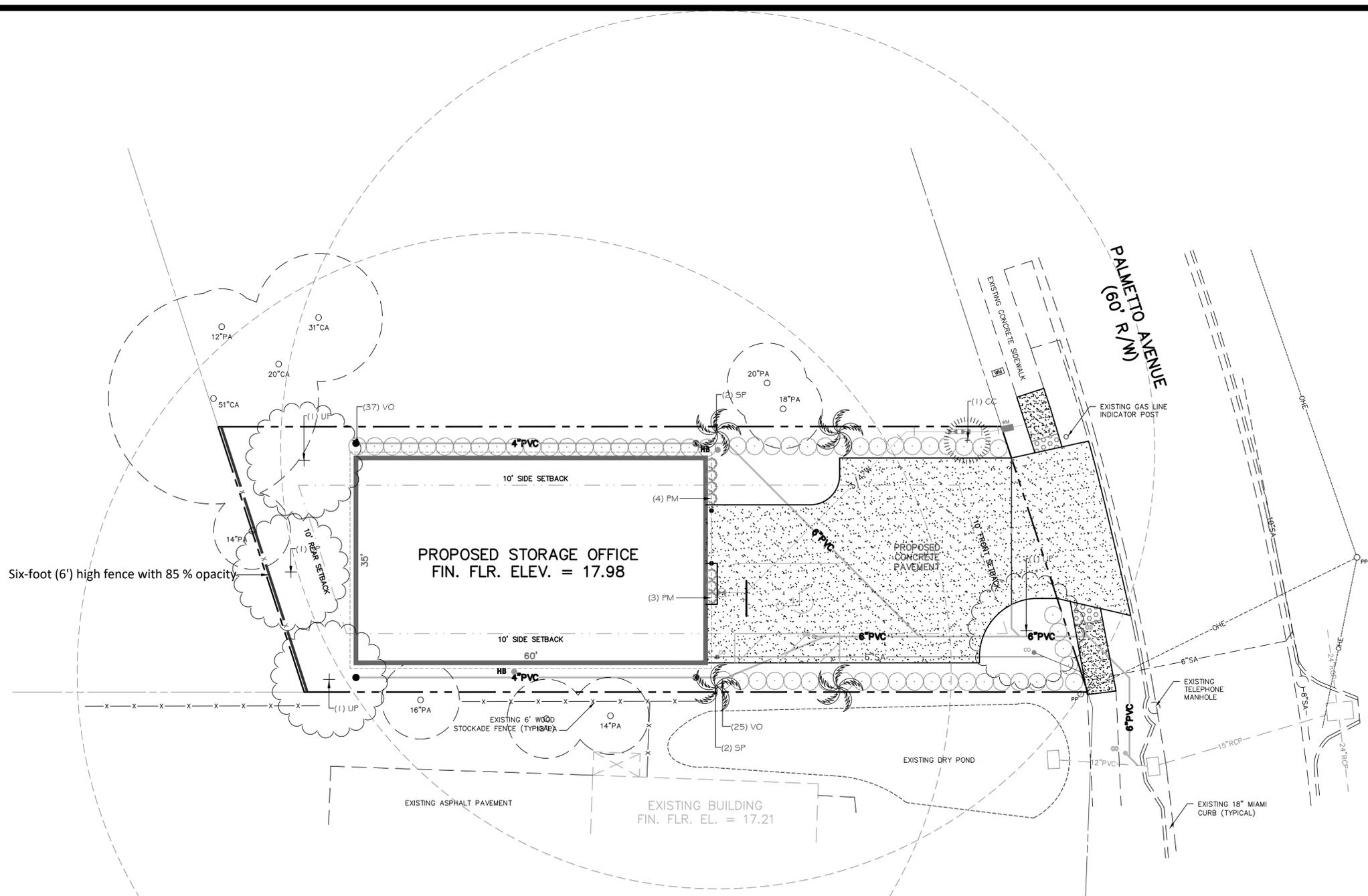
  

PERIMETER AND INTERIOR TREE/SHRUB REQUIREMENT BREAKDOWN

SITE AREA:  
 1 TREE / 1500 SF. FOR 1st 10,500 = 6,091 SF.  
 THEN 1 TREE / 4,000 SF. = 0 SF. / 4,000 SF.  
 TREES REQUIRED: 1  
 TREES PROVIDED: (50% Understory)

PERIMETER TREES / SHRUBS NORTH SIDE:	134 L.F.
1 TREE / 50 L.F. + 9 SHRUBS / 100 L.F.	
TREES / SHRUBS REQUIRED:	3T + 135
TREES / SHRUBS PROVIDED:	3T + 135
PERIMETER TREES / SHRUBS SOUTH SIDE:	134 L.F.
1 TREE / 50 L.F. + 9 SHRUBS / 100 L.F.	
TREES / SHRUBS REQUIRED:	3T + 135
TREES / SHRUBS PROVIDED:	3T + 135
PERIMETER TREES / SHRUBS EAST SIDE:	225 L.F.
1 CANOPY TREE / 50 L.F. + 4 UNDERSTORY / 100 L.F. + 24" HEDGE	
TREES / SHRUBS REQUIRED:	1C + 1U + HEDGE
TREES / SHRUBS PROVIDED:	1C + 1U + HEDGE
PERIMETER TREES WEST SIDE:	48 L.F.
1 TREE / 50 L.F. + 9 SHRUBS / 100 L.F.	
TREES / SHRUBS REQUIRED:	1T + 9S
TREES / SHRUBS PROVIDED:	1T + 9S



CODE SECTION 113-246  
 (4) Maintenance of planted areas.  
 a. Irrigation shall be provided for all new planting. Hose bibs may be installed as an alternative, one hose bib within 75 feet of all landscaped areas.  
 b. Maintenance shall be the responsibility of the developer and/or landowner.  
 c. Failure to maintain landscaped areas shall be considered a violation of this subpart and subject to code enforcement.

General Notes and Specifications

- Prior to construction the landscape contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. The landscape contractor is responsible for repairing any and all damage to utilities, structures, site appurtenances, etc., which occurs as a result of the landscape construction.
- When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions or obstructions, notify owner's representative before planting.
- All plants must be healthy, vigorous material, free of pests and disease.
- All trees, palms, and shrubs shall be grade "Florida Fancy" per Grades and Standards For Nursery Plants (parts one and two), available through Florida Dept. of Agriculture and Consumer Services.
- All plant material must be approved by the Landscape Architect before the plant material is installed.
- Any changes to the plant material (size, type, etc.), irrigation or any other deviations from the plans must be approved by the Landscape Architect prior to the change being implemented by the contractor. The contractor must provide written proof of authorization for any changes.
- All plants to be field grown or container grown as indicated on plant list. Store plants in shade and protect from weather. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to owner's rep. Do not remove container grown stock from containers until planting time. Protect roots of plant from drying or other possible injury. Keep plant ball moist at all times.
- All plants shall be triangular spaced.
- Obtain agronomic soils test for all planting areas and tree pits prior to excavation of tree pits. Tests shall be performed by an approved soils testing laboratory and shall include fertility and suitability analysis with written recommendations for soil amendments, fertilizer and chemical conditioner application rates for soil preparation, planting backfill mix, and post maintenance fertilization program. Submit a copy of soils report to owner's rep. and landscape architect.
- Add soil amendments as recommended by soil test in quantities necessary to bring soil mixture to pH rating of between 5.5 and 6.0. Minerals used for pH correction shall be commercially produced for this purpose.
- All plants and planting areas must be completely mulched as specified with three (3) inches of organic mulch. Provide 4" minimum clearance of mulch from all shrub trunks and 6" minimum clearance from all tree trunks.
- The landscape contractor is responsible for verifying all quantities shown on these plans, before pricing the work.
- The planting shall be done in accordance with acceptable horticultural practices. This is to include proper planting mix, plant and tree pit preparation, pruning, staking or guying, wrapping, spraying, fertilization, planting, and adequate maintenance throughout the required maintenance period.
- The landscape contractor is responsible for fully maintaining all planting (including but not limited to: pruning, watering, fertilizing, cultivating, weeding, mowing, mulching, tightening and repairing of guys, resetting plants to proper grade or upright position, restoration of plant saucer, and furnishing and applying such sprays as necessary to keep free of insects and diseases. The landscape contractor's responsibility for maintenance (exclusive of replacement within the guarantee period) shall terminate one year from the date of final acceptance by owner and landscape architect.
- All trees, palms, shrubs and plant material shall be warranted for a period of one year after date of completion and acceptance of the entire project. Final acceptance of all landscaping under this contract shall constitute the beginning of the guarantee period. Replace, in accordance with the drawings and specifications, all plants that are dead or, as determined by the owner's representative, are in an unhealthy or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to the contractor's negligence. Furnish and plant replacements which comply with requirements shown and specified. Warrant all replacement plants for one year after installation. The cost of such replacement(s) is at the contractor's expense.
- All plants are subject to approval by the owner's representative. Prior to planting, all trees and palms must be approved by the owner or owner's rep.
- Standards set forth in "American Standard for Nursery Stock" represent guideline specifications only and shall constitute minimum quality requirements for plant material.
- At the conclusion of this planting, if the owner's rep. or owner has reason to believe that the plants are not of the specified grade, he will request a re-grading or inspection, and such evidence will be the basis for requesting replacement of plants and for legal or other action according to law, should this become necessary.
- All planting beds to be treated with pre-emergent weed control prior to planting.
- Contractor is to check the site weekly to insure all plant material is healthy and well watered.
- All disturbed areas to be sodded or seeded with *Paspalum notatum* as noted.

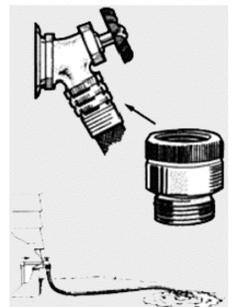
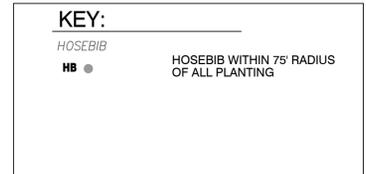
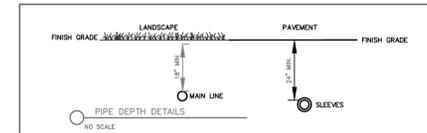
PLANT SCHEDULE				
TREES	QTY	COMMON / BOTANICAL NAME	SPACING	SPECIFICATIONS
CC	1	Bottlebrush / <i>Callistemon citrinus</i>	AS SHOWN	10'-12' height x 5'-6' Spread minimum, 2.5" caliper
SP	4	Cabbage Palmetto / <i>Sabal palmetto</i>	AS SHOWN	10'-12' clear trunk, x 5'-6' Spread minimum
UP	4	Drake Elm / <i>Ulmus parvifolia 'Drake'</i>	AS SHOWN	10'-12' height x 5'-6' Spread minimum, 2.5" caliper
SHRUBS	QTY	COMMON / BOTANICAL NAME	SPACING	SPECIFICATIONS
PM	7	Podocarpus / <i>Podocarpus macrophyllus</i>	24" o.c.	36" ht. x 24" spd. minimum full & dense
VO	62	Dwarf Walter's Viburnum / <i>Viburnum obovatum 'Dwarf Walter's'</i>	36" o.c.	36" ht. x 24" spd. minimum full & dense

NOTES:

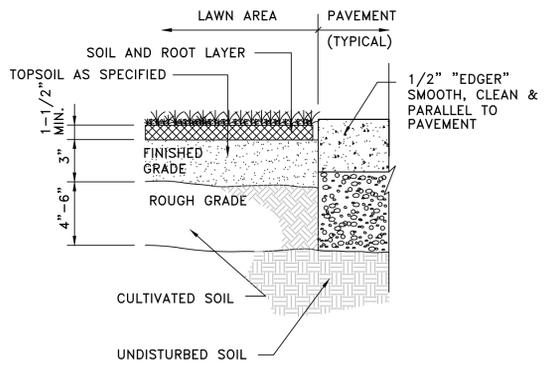
- MULCH ALL PLANTING BEDS WITH 3" ORGANIC MULCH.
- ALL DISTURBED AREAS NOT OTHERWISE LANDSCAPED SHALL BE SODDED WITH BAHIA SOD.
- ALL PLANT MATERIAL TO BE FLORIDA NO. 1 QUALITY OR BETTER.
- NO SUBSTITUTIONS WITHOUT PRIOR WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.
- ALL TREES AND PLANTS SHALL MEET MINIMUM SPECIFIED SIZES IN INCHES AND FEET, REGARDLESS OF CONTAINER SIZE INDICATED. WHERE DIFFERENCES OCCUR, THE LARGER SPECIFICATION SHALL PREVAIL.
- CONTRACTOR TO VERIFY ALL QUANTITIES
- CALIPER TO BE MEASURED AT D.B.H.

ORDINANCE CHAPTER 366 SCHEDULE AND IRRIGATION REQUIREMENTS:

- |  |  |
|--|--|
| <b>MARCH-NOVEMBER (DAYLIGHT SAVINGS TIME)</b>  | <b>NOVEMBER - MARCH (STANDARD TIME)</b>  |
| <ul style="list-style-type: none"> <li>NO WATERING FROM 10AM TO 4 PM</li> <li>ODD NUMBER ADDRESSES OR THOSE ENDING WITH N-Z OR NO ADDRESS MAY WATER ON WEDNESDAY AND SATURDAY</li> <li>EVEN NUMBER ADDRESSES OR THOSE ENDING WITH A-M MAY WATER ON THURS. AND SUNDAY</li> <li>NON-RESIDENTIAL ADDRESSES MAY WATER ON TUESDAY AND FRIDAY</li> <li>APPLY UP TO 3/4 - INCH OR LESS OF WATER EACH CYCLE</li> </ul> | <ul style="list-style-type: none"> <li>NO WATERING FROM 10 AM TO 4 PM</li> <li>ODD NUMBER ADDRESSES OR THOSE ENDING WITH N-Z OR NO ADDRESS MAY WATER ON SATURDAY</li> <li>EVEN NUMBER ADDRESSES OR THOSE ENDING WITH A-M MAY WATER ON SUNDAY</li> <li>NON-RESIDENTIAL ADDRESSES MAY WATER ON ONLY ON TUESDAY</li> <li>APPLY UP TO 3/4 - INCH OR LESS OF WATER ONE TIME PER WEEK</li> </ul> |

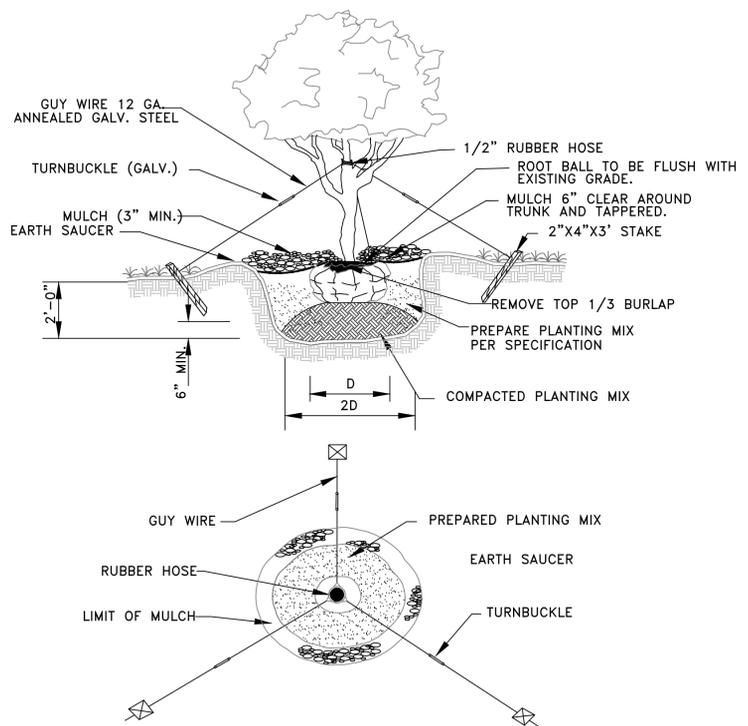


HOSEBIB MUST HAVE VACUUM BREAKER PER COJ CODE.

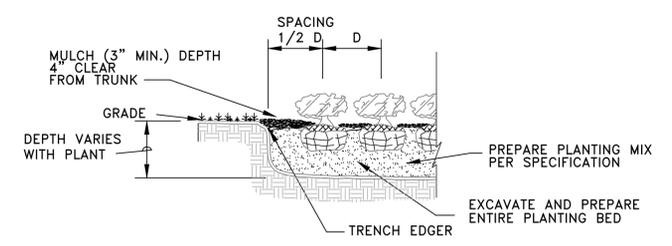


NOTE:  
INSTALL SOD SUCH THAT TOP OF SOIL & ROOT LAYER IS LEVEL WITH TOP OF PAVEMENT

SOD DETAIL



TREE PLANTING DETAIL



SHRUB & GROUND COVER PLANTING DETAIL

Item #15.

A & K LAND PLANNING & DESIGN  
INC.  
PHONE: 604.476.9682  
400 FORTUNE DRIVE, SAINT JOHN'S, FLORIDA 32280  
FAX: 604.476.9682  
WWW.AKLANDPLANNING.COM/CONTACT

NARDUCCI WAREHOUSE  
409 PALMETTO AVENUE  
GREEN COVE SPRINGS, FLORIDA

REVISIONS :

9-3-2020	per City Comments
10-12-2020	per City Comments
11-2-2020	per City Comments

DATE : August 27, 2020  
PROJECT NO. : 202051  
DESIGNED BY : KGR  
DRAWN BY : KGR  
CHECKED BY : KGR  
SCALE : N.T.S.

SHEET TITLE  
LANDSCAPE  
DETAILS  
L-3  
SHEET



# City of Green Cove Springs Site Plan Application

<b>FOR OFFICE USE ONLY</b>	Item #15.
P Z File # _____	
Application Fee: _____	
Filing Date: _____ Acceptance Date: _____	
Review Type: SRDT <input type="checkbox"/> P & Z <input type="checkbox"/> CC <input type="checkbox"/>	

**A. PROJECT**

- Project Name: Green Cove Storage Office
- Address of Subject Property: 409 Palmetto Avenue North, Green Cove Springs, FL 32043
- Parcel ID Number(s): 38-06-26-017639-001-00
- Existing Use of Property: Vacant
- Future Land Use Map Designation: Commercial Medium Intensity (CMI)
- Zoning Designation: Gateway Corridor Neighborhood (GCN)
- Acreage: 0.14

**B. APPLICANT**

- Applicant's Status  Owner (title holder)  Agent
- Name of Applicant(s) or Contact Person(s): Matthew Phillips Title: Vice President  
 Company (if applicable): ShayCore, LLC  
 Mailing address: 11235 St. Johns Industrial Parkway North, Suite 4  
 City: Jacksonville State: Florida ZIP: 32246  
 Telephone: (\_\_\_\_) 904-385-3920 FAX: (\_\_\_\_) \_\_\_\_\_ e-mail: mphilips@shaycore.com
- If the applicant is agent for the property owner\*:  
 Name of Owner (title holder): Jessica Narducci  
 Company (if applicable): Fusilli Investments, LLC  
 Mailing address: 2801 St. Johns Bluff Road South, Suite 201  
 City: Jacksonville State: Florida ZIP: 32246  
 Telephone: (\_\_\_\_) 904-626-6023 FAX: (\_\_\_\_) \_\_\_\_\_ e-mail: jnarducci@narduccidental.com

\* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

**C. ADDITIONAL INFORMATION**

- Is there any contract for sale of, or options to purchase the subject property?  Yes  No  
 If yes, list names of all parties involved: \_\_\_\_\_  
 If yes, is the contract/option contingent or absolute?  Contingent  Absolute

**D. ATTACHMENTS** (One copy reduced to no greater than 11 x 17, plus one copy in PDF format)

1. Site Plan and Survey including but not limited to:
  - a. Name, location, owner, and designer of the proposed development.
  - b. Vicinity map - indicating general location of the site and all abutting streets and properties.
  - d. Complete legal description.
  - e. Statement of Proposed Uses.
  - f. Location of the site in relation to adjacent properties, including the means of ingress and egress to such properties and any screening or buffers along adjacent properties.
  - g. Location of nearest fire hydrant, adjacent pedestrian sidewalks and bicycle paths.
  - h. Date, north arrow, and graphic scale (not to exceed one (1) inch equal to fifty (50) feet).
  - i. Area and dimensions of site.
  - j. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, and gutters.
  - k. Access and points of connection to utilities (electric, potable water, sanitary sewer, gas, etc.).
  - m. Location and dimensions of all existing and proposed parking areas, loading areas, curb cuts.
  - n. Location and size of any lakes, ponds, canals, or other waters and waterways.
  - o. Structures and major features – fully dimensioned – including setbacks, distances between structures, floor area, width of driveways, parking spaces, proposed surface materials of driveways and parking areas, property or lot lines, and floor area ratio.
  - p. Required buffers.
  - q. Location of existing trees, identifying any trees to be removed.
  - r. Landscaping plan depicting type, size, and design of landscaped areas, buffers, and tree mitigation calculations.
  - s. Percent of pervious surface.
  - t. Lighting plan.
  - u. Location, design, height, and orientation of signs.
  - v. Location of dumpsters and detail of dumpster enclosure.
  - w. For development consisting of Multi-family residential;
    - i. Tabulation of gross acreage.
    - ii. Tabulation of density.
    - iii. Number of dwelling units proposed.
    - iv. Location and percent of total open space and recreation areas.
    - v. Floor area of dwelling units.
    - vi. Number of proposed parking spaces.
    - vii. Street layout.
2. Stormwater management plan - including the following:
  - a. Existing contours at one (1) foot intervals.
  - b. Proposed finished floor elevation of each building site.
  - c. Existing and proposed stormwater management facilities with size and grades.
  - d. Proposed orderly disposal of surface water runoff.
  - e. Centerline elevations along adjacent streets.
3. Legal description with tax parcel number.
4. Warranty Deed or other proof of ownership.
5. Permit or Letter of Exemption from the St. Johns River Water Management District.

6. Fee.

a. Based on size of site:

- i. For sites <10,000 s.f. - \$500
- ii. For sites >10,000 s.f.- \$1,000 + \$20 per acre

b. All applications are subject 10% administrative fee and must pay the cost of any outside consultants' fees.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

**All 6 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.**

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

Matthew J. Phillips  
Signature of Applicant

\_\_\_\_\_  
Signature of Co-applicant

Matthew J. Phillips  
Typed or printed name and title of applicant

\_\_\_\_\_  
Typed or printed name of co-applicant

9/14/20  
Date

\_\_\_\_\_  
Date

State of Florida County of Duval

The foregoing application is acknowledged before me this 14 day of September, 2020 by Matthew

Phillips, who is/are personally known to me, or who has/have produced \_\_\_\_\_  
as identification.

NOTARY SEAL

Malynda Sturgell  
Signature of Notary Public, State of Florida

Signature of Notary Public, State of Florida



# GREEN COVE STORAGE OFFICE PROPOSED WAREHOUSE

## 409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL

**CIVIL ENGINEERING LEGEND**

EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY LINE
---	---	RIGHT-OF-WAY LINE
---	---	CENTERLINE
---	---	FENCE
---	---	RETAINING WALL
---	---	BUILDING
---	---	PAVEMENT LINE/SIDEWALK LINE
---	---	CURB, CURB AND GUTTER
25.50	25.50	SPOT ELEVATIONS
25	25	CONTOURS
6"SA	6"SA	SANITARY SEWER/CLEANOUT
6"PW	6"PW	PROCESS WASTE
RD	RD	ROOF DRAIN
ST	ST	STORM SEWER
6"W	6"W	DOMESTIC WATER
6"F	6"F	FIRE MAIN
6"G	6"G	GAS MAIN
6"FM	6"FM	FORCE MAIN
UE	UE	UNDERGROUND ELECTRIC
OHE	OHE	OVERHEAD ELECTRIC
UT	UT	UNDERGROUND TELEPHONE
OT	OT	OVERHEAD TELEPHONE
UD	UD	UNDERDRAIN
Y	Y	FIRE HYDRANT
DCV	DCV	DOUBLE CHECK VALVE ASSEMBLY
RPB	RPB	RED. PRESSURE BACKFLOW PREVENTER
PIV	PIV	POST INDICATOR VALVE
V	V	VALVE
V&B	V&B	VALVE & BOX
M	M	MANHOLE
SR	SR	SPRINKLER RISER
WM	WM	WATER METER
CB	CB	CATCH BASIN
CI	CI	CURB INLET
FE	FE	FLARED END
ME	ME	MITERED END
CF	CF	CONCRETE FLUME
EW	EW	ENDWALLS
CS	CS	CONTROL STRUCTURE
CP	CP	CONCRETE POWER POLE
WP	WP	WOOD POWER POLE
LP	LP	LIGHT POLE
T	T	TRANSFORMER
V	V	VAULTS
DS	DS	DRAINAGE STRUCTURE
SS	SS	SANITARY SEWER STRUCTURE
SC	SC	SECTION CUT
DR	DR	DETAIL REFERENCE
CN	CN	CURVE NUMBER
SF	SF	SILT FENCE
HB	HB	HAYBALE BARRIER
SB	SB	SOIL BORING LOCATION/NUMBER

**LEGAL DESCRIPTION**

THE SOUTH 48 FEET OF THE EAST 1/2 OF LOT 1, BLOCK 20, NORTH SUBURBS OF GREEN COVE SPRINGS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 10, IN THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.



LOCATION MAP (NOT TO SCALE)

**CIVIL DRAWING INDEX**

C000	COVER SHEET
C050	CIVIL NOTES AND SPECS
C100	CLEARING, DEMOLITION, AND EROSION CONTROL PLAN
C200	SITE GEOMETRY PLAN
C300	SITE GRADING PLAN
C400	SITE DRAINAGE AND UTILITIES PLAN
C500	CIVIL DETAILS I
C510	CIVIL DETAILS II
L-1	TREE REMOVAL / PROTECTION PLAN
L-2	LANDSCAPE / IRRIGATION PLAN
L-3	LANDSCAPE DETAILS

**PROJECT DESIGN TEAM**

OWNER/DEVELOPER:	FUSILLI INVESTMENTS, LLC 2801 ST. JOHNS BLUFF ROAD, SUITE 201 JACKSONVILLE, FL 32246
SURVEYOR:	PERRET AND ASSOCIATES, INC. 1484 MONTICELLO ROAD JACKSONVILLE, FL 32207 (904) 805-0030
LANDSCAPE ARCHITECT:	A & K LAND PLANNING & DESIGN 416 TORTOISE TRACE SAINT JOHNS, FL 32259 (904) 476-9692
GEOTECHNICAL ENGINEER:	AGES OF JAX, INC. 9556 HISTORIC KINGS ROAD SOUTH, SUITE 201 JACKSONVILLE, FL 32257 (904) 886-0766



48 HOURS BEFORE YOU DIG  
CALL SUNSHINE  
1-800-432-4770  
IT'S THE LAW IN FLORIDA

**GREEN COVE STORAGE OFFICE  
PROPOSED WAREHOUSE**  
409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL 32043

**COVER SHEET**

REV.	DATE	BY	DESCRIPTION
0	11-12-20	MJP	CONSTRUCTION ISSUE
1	08-08-20	MJP	PERMIT ISSUE
A			

JOB NO.	20ENG010
DRAWN:	MJP
CHECKED:	MJP
SCALE:	NONE

**C000**  
DRAWING NO.

**TERMITE PROTECTION SPECIFICATIONS:**

- 1. PERFORM ALL CHEMICAL TREATMENT SPECIFIED HEREIN IN ACCORDANCE WITH CURRENT REQUIREMENTS OF GOVERNING REGULATIONS. USE REGISTERED AND LICENSED APPLICATORS, WHERE SUCH IS REQUIRED BY FEDERAL, STATE, OR LOCAL AUTHORITY.
- 2. A PERMANENT SIGN WHICH IDENTIFIES THE TERMITE TREATMENT PROVIDER AND NEED FOR RE-INSPECTION AND TREATMENT CONTRACT RENEWAL SHALL BE PROVIDED. THE SIGN SHALL BE POSTED NEAR THE WATER HEATER OR ELECTRIC PANEL.
- 3. UPON COMPLETION OF THE WORK, GUARANTEE THE EFFECTIVENESS OF THE TREATMENT AGAINST TERMITE INFESTATION FOR A MINIMUM PERIOD OF ONE YEAR. IF INFESTATION SHOULD OCCUR WITHIN THE GUARANTEE PERIOD, RE-TREAT THE SOIL AND REPAIR ALL ASSOCIATED DAMAGES. OWNER SHALL HAVE THE RIGHT TO RENEW AT THE END OF THE GUARANTEE PERIOD.
- 4. A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED BY A LICENSED PEST CONTROL COMPANY. THE CERTIFICATE OF COMPLIANCE SHALL STATE: "THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. THE TREATMENT IS IN ACCORDANCE WITH THE RULES AND LAWS OF THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES."
- 5. ONLY CHEMICALS APPROVED BY LOCAL, STATE, OR FEDERAL REGULATIONS SHALL BE USED. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE INTENDED CHEMICAL TO BE USED IS NOT PROHIBITED BY APPLICABLE REGULATIONS.
- 6. LOOSE WOOD AND FILL SHALL BE REMOVED FROM BELOW AND WITHIN ONE FOOT OF THE BUILDING. THIS INCLUDES ALL GRADE STAKES, FORMS, SHORING, OR OTHER CELLULOSE-CONTAINING MATERIAL.
- 7. DO NO SOIL POISONING WORK UNTIL ALL SUB-GRADE WORK IS COMPLETE AND READY FOR CONCRETE PLACEMENT OR OTHER FINISHED WORK. DO NOT APPLY SOIL POISON WHEN SURFACE WATER IS PRESENT.
- 8. IF WALLS ARE TO RECEIVE A MOISTURE-PROOFING COATING, APPLY CHEMICALS ONLY AFTER COATINGS ARE THOROUGHLY DRIED.
- 9. CONCRETE OVER-POUR AND MORTAR ALONG THE FOUNDATION PERIMETER MUST BE REMOVED BEFORE EXTERIOR SOIL TREATMENT.
- 10. AN EXTERIOR VERTICAL CHEMICAL BARRIER SHALL BE INSTALLED AFTER CONSTRUCTION IS COMPLETE, INCLUDING LANDSCAPING AND IRRIGATION. ANY SOIL DISTURBED AFTER THE VERTICAL BARRIER IS APPLIED SHALL BE RETREATED.
- 11. APPLY SOIL TREATMENT BENEATH ALL SLAB AREAS AND A MINIMUM OF ONE FOOT BELOW THE FLOOR SLAB ALONG THE INTERIOR SIDE OF ABUTTING FOUNDATION WALLS. WHERE THE EXTERIOR OF THE WALL IS ABUTTED BY CONCRETE SLABS, ASPHALT PAVING, OR OTHER PERMANENT SURFACING, TREAT THE EXTERIOR SIDE OF FOUNDATION WALLS AS SPECIFIED FOR THE INTERIOR SIDE OF SUCH WALLS.
- 12. SOIL TREATMENT SHALL BE APPLIED UNDER ALL EXTERIOR CONCRETE OR GRADE WITHIN ONE FOOT OF THE STRUCTURE SIDE WALLS.
- 13. CONDENSATE AND ROOF DOWNSPOUTS SHALL DISCHARGE AT LEAST ONE FOOT AWAY FROM BUILDING SIDE WALLS.
- 14. IRRIGATION SYSTEMS, INCLUDING ALL RISERS AND SPRAY HEADS, SHALL NOT BE INSTALLED WITHIN ONE FOOT OF THE BUILDING SIDE WALLS.
- 15. SOIL DISTURBED AFTER THE INITIAL TREATMENT SHALL BE RETREATED, INCLUDING SPACES BOXED OR FORMED.
- 16. BOXED AREAS IN CONCRETE FLOORS FOR SUBSEQUENT INSTALLATION OF TRAPS, ETC., SHALL BE MADE WITH PERMANENT METAL OR PLASTIC FORMS. PERMANENT FORMS MUST BE OF A SIZE AND DEPTH THAT WILL ELIMINATE THE DISTURBANCE OF SOIL AFTER THE INITIAL TREATMENT.
- 17. MINIMUM SIX MIL VAPOR RETARDER MUST BE INSTALLED TO PROTECT AGAINST RAINFALL DILUTION. IF RAINFALL OCCURS BEFORE VAPOR RETARDER PLACEMENT, RE-TREATMENT IS REQUIRED.
- 18. NO WOOD, VEGETATION, STUMPS, CARDBOARD, TRASH, ETC. SHALL BE BURIED WITHIN 15 FEET OF ANY EXISTING OR PROPOSED BUILDING.

**GENERAL WATER SPECIFICATIONS:**

- 1. ALL LINED FITTINGS SHALL BE TESTED FOR DEFECTS, PRIOR TO INSTALLATION.
- 2. MAINTAIN A MINIMUM OF 36" COVER IN PAVED AREAS AND 30" COVER IN NON-PAVED AREAS OVER ALL WATER MAINS UNLESS OTHERWISE NOTED. WATER LINES ARE DESIGNED TO FINISHED GRADE ELEVATIONS, AND SHALL BE PROTECTED FROM DAMAGE UNTIL ALL SITE-WORK HAS BEEN COMPLETED.
- 3. WATER MAINS SHALL BE DR-18 PVC, UNLESS OTHERWISE NOTED. WATER SERVICES SHALL BE SCHEDULE 40 PVC, AND BE NSF APPROVED. THE DESIGN, MANUFACTURE, TESTING, AND METHOD OF INSTALLATION OF UNDERGROUND MAINS SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF NFPA STANDARD 24.
- 4. THE UTILITIES CONTRACTOR SHALL INDICATE THE LOCATION OF THE TERMINATION OF EACH WATER SERVICE WITH STAKES OR MARKERS.
- 5. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIALS TO BE USED FOR CONSTRUCTION TO THE ENGINEER.
- 6. IF GASOLINE FUMES OR OTHER CONTAMINATION IS ENCOUNTERED DURING EXCAVATION, THE CONTRACTOR, IN ACCORDANCE WITH HRS AND DEP REQUIREMENTS, AS SPECIFIED IN 62-555.3A(4), FAC, SHALL IDENTIFY THE CONTAMINATION AND DOCUMENT SUCH TO THE ENGINEER AND HRS IN WRITING. SPECIAL PIPE AND JOINT GASKETS MAY BE REQUIRED IN THIS INSTANCE. IF CONTAMINATION IS ENCOUNTERED, CONSTRUCTION SHALL STOP, UNTIL THE CONTRACTOR RECEIVES FURTHER DIRECTION FROM HRS AND THE ENGINEER.
- 7. IF SOLVENT CONTAMINATION IS FOUND IN THE PIPE TRENCH, WORK SHALL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. WITH APPROVAL OF THE PERMITTING AGENCY, DUCTILE IRON PIPE, FITTINGS AND SOLVENT RESISTANT GASKET MATERIAL SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY SOLVENT NOTED.
- 8. A MINIMUM DISTANCE OF 10 FEET, OR 2 TIMES THE DEPTH OVER THE MAIN, WHICHEVER IS GREATER, MUST BE MAINTAINED FROM ALL BUILDINGS, FOUNDATIONS, AND THE TOP OF BANK OF ALL PONDS.
- 9. ALL PIPE CONSTRUCTION AND TESTING SHALL CONFORM TO THE APPROPRIATE AWWA STANDARDS.
- 10. ALL PIPES, VALVES, AND FITTINGS SHALL BE SUBJECT TO INSPECTION AT TIME OF DELIVERY AND ALSO IN THE FIELD JUST PRIOR TO INSTALLATION. ALL PIPES, VALVES, OR FITTINGS THAT, IN THE OPINION OF THE ENGINEER, DO NOT CONFORM TO THE PROJECT DRAWINGS AND SPECIFICATIONS, WILL BE REJECTED, AND SHALL BE REMOVED BY THE CONTRACTOR AT HIS EXPENSE.
- 11. THE UTILITIES CONTRACTOR SHALL PREPARE ALL DOCUMENTS AND OBTAIN REQUIRED CERTIFICATES OF INSPECTION FOR HIS WORK AND DELIVER SAME TO THE ENGINEER.
- 12. PVC PIPE FOUR INCHES AND LARGER MUST MEET THE REQUIREMENTS AS SET FORTH IN COMMERCIAL STANDARD C5256-63, FOR CONTRACTION AND EXPANSION AT EACH JOINT. PIPE AND FITTING MUST BE ASSEMBLED WITH A NON-TOXIC LUBRICANT.
- 13. DUCTILE IRON PIPE SHALL CONFORM TO ANSI SPECIFICATION A21.50 (AWWA C150) LATEST, "THICKNESS DESIGN OF DUCTILE IRON PIPE," TABLE 50.5, LAYING CONDITION TYPE 2, INTERNAL OPERATING PRESSURE 250 PSI FOR AN EIGHT-FOOT DEPTH OF COVER, CLASS 51 MINIMUM, AND SHALL BE ANSI A21.51 (AWWA C151), LATEST, CENTRIFUGALLY CAST PIPE. EACH LENGTH SHALL BE CLEARLY MARKED WITH PRESSURE RATINGS, THICKNESS CLASS, WEIGHT OF PIPE WITHOUT LINING, LENGTH, AND MANUFACTURER.
- 14. ALL JOINTING MATERIALS FOR MECHANICAL JOINTS SHALL BE PROVIDED BY THE PIPE AND FITTING MANUFACTURER. MATERIAL ASSEMBLY AND BOLTING SHALL BE IN STRICT ACCORDANCE WITH THE LATEST REVISION OF ANSI SPECIFICATION A21.11 (AWWA C111).
- 15. PIPE USING ROLL-ON OR SLIP JOINTS SHALL BE IN STRICT ACCORDANCE WITH THE LATEST REVISION OF ANSI SPECIFICATION A21.11 (AWWA C111). ALL JOINT MATERIAL SHALL BE PROVIDED BY THE PIPE MANUFACTURER, AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICE.
- 16. ALL EXISTING WATER MAINS AND SERVICE LINES SHALL BE KEPT IN OPERATION DURING CONSTRUCTION. WHERE DISRUPTION CANNOT BE AVOIDED, INTERRUPTION OF WATER SERVICE DURING CONSTRUCTION SHALL BE MINIMIZED.
- 17. ALL WATER LINES AND APPURTENANCES SHALL BE THOROUGHLY CLEANED OF ALL FOREIGN MATTER BEFORE BEING LOWERED INTO THE TRENCH AND SHALL BE KEPT CLEAN DURING LAYING OPERATIONS BY MEANS OF PLUGS OR OTHER APPROVED METHODS. ALL PIPES SHALL BE CHECKED FOR DEFECTS BEFORE BEING LOWERED INTO THE TRENCH. DEFECTIVE PIPE SHALL NOT BE USED. PIPE FOUND TO BE DEFECTIVE, AFTER INSTALLATION, SHALL BE REMOVED WITH SOUND PIPE AT THE EXPENSE OF THE CONTRACTOR. THE FULL LENGTH OF EACH SECTION SHALL REST SOLIDLY UPON THE PIPE BED, WITH RECESS EXCAVATED TO ACCOMMODATE THE BELLS AND JOINTS. ANY PIPE THAT HAS THE GRADE OR JOINT DISTURBED AFTER LAYING SHALL BE TAKEN UP AND RE-LAID. THE PIPE SHALL NOT BE USED IN WATER, OR WHEN TRENCH OR WEATHER CONDITIONS ARE UNSUITABLE FOR THE WORK. ALL JOINTS SHALL BE CLEANED OF ALL MATTER OF EVERY DESCRIPTION BEFORE MAKING THE JOINT.
- 18. UNDERGROUND SYSTEM SHALL BE THOROUGHLY FLUSHED UNDER HYDROSTATIC PRESSURE IN ACCORDANCE WITH AWWA STANDARD C605 FOR PVC PIPE, AND IN ACCORDANCE WITH AWWA STANDARD C600 FOR OTHER PIPE MATERIALS. THIS PRESSURE SHALL BE NO LESS THAN 200 PSI AND SHALL BE MAINTAINED FOR TWO HOURS, OR AS REQUIRED BY THE APPROPRIATE AWWA STANDARD.
- 19. THE LEAKAGE IN THE UNDERGROUND LINES SHALL NOT EXCEED THE LIMITS AS SPECIFIED BY THE APPROPRIATE AWWA STANDARD. IF SUCH LEAKAGE OCCURS AT ANY JOINTS, REPAIRS SHALL BE MADE. LEAKAGE SHALL BE MEASURED AT THE SPECIFIED PRESSURE BY PUMPING FROM A CALIBRATED CONTAINER.

**STORM DRAINAGE SPECIFICATIONS:**

- 1. SUBCONTRACTOR SHALL SUBMIT MANUFACTURER'S DATA SHEETS FOR ALL PIPE AND FITTINGS TO BE USED ON THE PROJECT. SUBCONTRACTOR SHALL SUBMIT FABRICATION DRAWINGS, SHOWING ALL INVERT ELEVATIONS, GRATE AND WEIR ELEVATIONS, WEIR AND ORIFICE DIMENSIONS, AND SIZE OF PIPE OPENINGS. STRUCTURES SHALL NOT BE ORDERED UNTIL FABRICATION DRAWINGS HAVE BEEN APPROVED BY THE ENGINEER.
- 2. REINFORCED CONCRETE PIPE SHALL COMPLY WITH THE REQUIREMENTS OF ASTM DESIGNATION C76, CLASS III. JOINTS SHALL BE PROVIDED WITH O-RING GASKETS, AND SHALL BE WATERTIGHT.
- 3. PVC PIPE AND FITTINGS SHALL HAVE A SMOOTH INTERIOR WALL AND SHALL CONFORM WITH ASTM D3034. ALL PVC PIPE SHALL HAVE BELL AND SPIGOT ENDS, AND BE JOINED WITH A GASKET JOINT. ALL JOINTS SHALL BE WATERTIGHT.
- 4. HIGH DENSITY POLYETHYLENE (HDPE) PIPE SHALL HAVE A SMOOTH INTERIOR WALL AND SHALL CONFORM TO ASTM D3350. ALL HDPE PIPE SHALL HAVE BELL AND SPIGOT ENDS, AND BE JOINED WITH A GASKET JOINT. ALL JOINTS SHALL BE WATERTIGHT. SOIL-TIGHT JOINTS WITH BANDED COUPLINGS ARE NOT ACCEPTABLE, UNLESS COMPLETELY WRAPPED IN GEOTEXTILE FABRIC TO CREATE A WATERTIGHT JOINT.
- 5. PIPE SHALL BE INSTALLED ACCURATELY TO THE GRADES AND ALIGNMENT SHOWN ON THE DRAWINGS. LAY PIPE WITH BELL ENDS UPSTREAM AND ADJUST SPIGOTS IN BELLS TO PROVIDE UNIFORM SPACE ALL AROUND. MAKE ALL JOINTS WATERTIGHT.
- 6. PRIOR TO DEMOBILIZING, SUBCONTRACTOR SHALL INSPECT ALL STRUCTURES, AND REMOVE ALL ACCUMULATED SEDIMENT OR TRASH FROM WITHIN STRUCTURES. SUBCONTRACTOR SHALL ENSURE THAT ALL PIPE OUTLETS ARE CLEAR AND FREE-FLOWING. ALL PIPE OUTLETS SHALL BE INSPECTED FOR EROSION, AND PROPERLY STABILIZED, PRIOR TO FINAL ACCEPTANCE OF THE SUBCONTRACTOR'S WORK BY THE CONTRACTOR.

**EROSION AND SEDIMENT CONTROL SPECIFICATIONS:**

- 1. THE PLAN APPROVING AUTHORITY MUST BE NOTIFIED ONE WEEK PRIOR TO THE PRE-CONSTRUCTION CONFERENCE, ONE WEEK PRIOR TO THE COMMENCEMENT OF LAND DISTURBING ACTIVITY, AND ONE WEEK PRIOR TO THE FINAL INSPECTION.
- 2. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CLEARING.
- 3. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
- 4. PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS (INCLUDING, BUT NOT LIMITED TO, OFF-SITE BORROW OR WASTE AREAS), THE SITE-WORK SUBCONTRACTOR SHALL SUBMIT A SUPPLEMENTARY EROSION CONTROL PLAN TO THE OWNER FOR REVIEW AND APPROVAL BY THE PLAN APPROVING AUTHORITY.
- 5. THE SITE-WORK SUBCONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE PLAN APPROVING AUTHORITY.
- 6. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL FINAL STABILIZATION IS ACHIEVED.
- 7. DURING DE-WATERING OPERATIONS, WATER SHALL BE PUMPED INTO AN APPROVED FILTERING DEVICE.
- 8. THE SITE-WORK SUBCONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES PERIODICALLY AND AFTER EACH RUNOFF-PRODUCING RAINFALL EVENT. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES SHALL BE MADE IMMEDIATELY.
- 9. THE SITE-WORK SUBCONTRACTOR WILL BE REQUIRED TO INCORPORATE ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES INTO THE PROJECT AT THE EARLIEST PRACTICAL TIME DURING CONSTRUCTION. THE EROSION CONTROL MEASURE DETAILED HEREIN SHALL BE CONTINUED UNTIL THE PERMANENT DRAINAGE FACILITIES HAVE BEEN CONSTRUCTED AND UNTIL ALL DISTURBED AREAS HAVE BEEN REESTABLISHED SO AS TO ESTABLISH AN EFFECTIVE EROSION DETERRENT. ALL COLLECTED SEDIMENT REMOVED FROM IMPOUNDMENT AREAS SHALL BE EVENLY DISTRIBUTED AND PERMANENTLY ESTABLISHED.
- 10. TEMPORARY AND PERMANENT VEGETATIVE COVER SHALL BE INSTALLED IN ACCORDANCE WITH ALL LOCAL AND STATE REQUIREMENTS.
- 11. SITE-WORK SUBCONTRACTOR SHALL CLEAN OUT ALL ACCUMULATED SILT IN DETENTION PONDS AT END OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED.
- 12. ALL DISTURBED AREAS OUTSIDE OF EXISTING AND PROPOSED PAVEMENT SHALL RECEIVE TEMPORARY AND PERMANENT SEEDING IN ACCORDANCE WITH LOCAL REGULATIONS.
- 13. PROVIDE SILT INLET PROTECTION AT ALL PROPOSED INLETS SHOWN ON THESE PLANS, USING A SILT SACK INSERT SUPPORTED BY THE INLET GRATE, OR AN APPROVED ALTERNATIVE FILTRATION DEVICE.
- 14. PROVIDE TEMPORARY STONE CONSTRUCTION ENTRANCE AS DETAILED HEREIN, AT THE LOCATION OF THE PERMANENT DRIVEWAY.

**EARTHWORK SPECIFICATIONS:**

- 1. THE REPORT OF PRELIMINARY GEOTECHNICAL EXPLORATION & ENGINEERING EVALUATION, PROPOSED NARDUCCI DENTAL WAREHOUSE, PREPARED BY ACES OF JAX, JOB NO. J19348, REPORT NO. 001, DATED JULY 13, 2020, SHALL BE CONSIDERED PART OF THESE CONSTRUCTION DOCUMENTS AS IF FULLY REPEATED HEREIN. CONTRACTOR SHALL REVIEW THIS REPORT FOR FULL EARTHWORK SPECIFICATIONS AND RECOMMENDATIONS.
- 2. A MOISTURE DENSITY RELATIONSHIP DETERMINATION TEST SHALL BE OBTAINED FOR EACH TYPE OF FILL MATERIAL USED, IN ACCORDANCE WITH ASTM STANDARDS.
- 3. IN-PLACE DENSITY TESTS ARE REQUIRED FOR ALL STRIPPED OR CUT SUB-GRADE AREAS THAT ARE SPECIFIED TO BE COMPACTED, FOR EACH LAYER OF FILL. A MINIMUM OF TWO TESTS OR ONE TEST FOR EVERY 10,000 SF ARE REQUIRED FOR BOTH THE BUILDING AND PAVEMENT AREAS, OR AS REQUIRED BY THE GEOTECHNICAL REPORT. RE-TESTS WILL BE REQUIRED IN RE-COMPACTED AREAS.
- 4. TAKE RESPONSIBILITY FOR THE REPAIR OR REPLACEMENT OF ANY UTILITY LINES OR SERVICES DAMAGED DURING THE COURSE OF THIS WORK.
- 5. TAKE RESPONSIBILITY FOR FURNISHING, PLACING, AND MAINTAINING ALL SUPPORT, SHORING, AND SHEET PILING WHICH MAY BE REQUIRED FOR THE PROTECTION OF SITE PERSONNEL AND ADJACENT EXISTING IMPROVEMENTS.
- 6. MAINTAIN ALL BENCHMARKS, MONUMENTS, AND OTHER REFERENCE POINTS FURNISHED BY OTHERS, AND REPLACE ANY THAT ARE DISTURBED OR DESTROYED DURING THE COURSE OF THIS WORK.
- 7. DO NOT DAMAGE ANY TREES NOT INDICATED FOR REMOVAL. PROTECT TREES NEAR THIS WORK SO AS TO PREVENT DAMAGE TO THE BRANCHES, BARK, AND SOIL AROUND THE ROOT SYSTEM. PROTECTION DEVICES SHALL BE IN ACCORDANCE WITH LOCAL STANDARDS.
- 8. REMOVE AND DISPOSE OF ALL TREES, BRUSH, VEGETATION, DEBRIS, AND ANY OTHER ORGANIC OR WASTE MATERIAL FROM ALL AREAS DESIGNATED TO BE CLEARED. REMOVE ALL MATERIAL TO ITS FULL DEPTH OR EXTENT UNLESS OTHERWISE INDICATED OR DIRECTED BY THE ENGINEER. IF PERMITTED BY LOCAL AUTHORITIES, ON SITE BURNING WILL BE ALLOWED.
- 9. STAGE CLEARING AND SEEDING SO THAT NO AREAS ARE LEFT DEFOLIATED FOR MORE THAN 30 DAYS, OR AS ALLOWED BY LOCAL AND STATE CODES, PRIOR TO BEGINNING FINAL CONSTRUCTION OR PAVING, UNLESS OTHERWISE AUTHORIZED.
- 10. WHERE EXISTING PAVEMENT IS ENCOUNTERED ON THE SITE, IT MAY BE RETAINED IN CERTAIN AREAS AT THE DISCRETION OF THE ENGINEER. RETAINING THIS MATERIAL WILL ONLY BE PERMITTED WHEN THE MATERIAL IS PROPERLY PULVERIZED AND THOROUGHLY RE-COMPACTED TO THE SATISFACTION OF THE ENGINEER. RETAINING EXISTING PAVING MATERIAL WILL NOT BE PERMITTED IN AREAS TO BE LANDSCAPED OR GRASSED.
- 11. STRIP ALL TOPSOIL FROM THE BUILDING AND PAVEMENT AREAS. ALL EXCESS STRIPPED MATERIAL SHALL BE HAULED OFF SITE.
- 12. DO NOT INCLUDE CLAY, STONES LARGER THAN 3/4 INCHES IN DIAMETER, WEEDS, ROOTS, RUBBISH, OR ANY OTHER FOREIGN MATTER IN THE TOPSOIL MATERIAL TO BE USED IN THE ON SITE LANDSCAPE AREAS.
- 13. PROOF-ROLL STRIPPED OR CUT SUB-GRADE IN BUILDING AND PAVEMENT AREAS PRIOR TO COMPACTON OF EXISTING SUB-GRADE, OR PLACEMENT OF FILL, USING A LOADED DUMP TRUCK OR OTHER HEAVY, LARGE-TIRE VEHICLE. DETERMINE ZONES OF LOOSE, WET, OR SOFT ORGANIC MATERIAL. IF A PUMPING CONDITION OCCURS, IMMEDIATELY STOP PROOF-ROLLING OPERATIONS TO AVOID FURTHER SUBSURFACE DISTURBANCE. PROOF-ROLLING SHALL BE PERFORMED IN THE PRESENCE OF THE GEOTECHNICAL ENGINEER IN ORDER TO AID IN EVALUATING UNSTABLE SUB-GRADE AREAS.
- 14. WHERE SOFT MATERIALS OR ORGANIC SOILS OCCUR AT SUB-GRADE ELEVATIONS BENEATH THE BUILDING OR PAVEMENT, NOTIFY THE ENGINEER WITH AN ESTIMATE OF THE AMOUNT OF UNSUITABLE MATERIAL, AND THE COST FOR UNDERCUTTING AND REPLACEMENT FILL. ENGINEER SHALL OBTAIN OWNER'S AUTHORIZATION OF UNDERCUTTING AND REPLACEMENT FILL PRIOR TO SITE-WORK CONTRACTOR PROCEEDING WITH ANY UNDERCUTTING OF UNSUITABLE MATERIAL. FOLLOWING OWNER AUTHORIZATION, EXCAVATE DOWN TO SUITABLE SUB-GRADE, AS DETERMINED BY THE GEOTECHNICAL ENGINEER, AND BACKFILL WITH STRUCTURAL FILL. PLACE AND COMPACT STRUCTURAL FILL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
- 15. GRADE AREAS TO RECEIVE TOPSOIL TO ALLOW FOR SUCH MATERIAL. LEAVE FINISHED SURFACES AND SURFACES TO RECEIVE PAVING SMOOTH, COMPACTED, AND FREE FROM IRREGULAR SURFACE DRAINAGE.
- 16. SURFACES SHALL NOT VARY FROM THE DESIGN GRADES BY MORE THAN 0.05 FEET UNDER PAVING AND CONCRETE SLABS, AND BY NOT MORE THAN 0.10 FEET UNDER OTHER FINISHED SURFACES.
- 17. PLACE FILL AND BACKFILL IN SUCCESSIVE LAYERS NOT TO EXCEED THE MAXIMUM LIFT THICKNESS LISTED IN THE GEOTECHNICAL REPORT. COMPACT EACH LAYER TO THE MINIMUM RELATIVE DENSITIES SPECIFIED IN THE GEOTECHNICAL REPORT ARE ACHIEVED. RE-COMPACT AREAS WHICH FAIL TO MEET THE COMPACTION REQUIREMENTS UNTIL PASSING RESULTS ARE ACHIEVED.
- 18. COMPACT AND STABILIZE THE PAVEMENT SUB-GRADES TO THE DEPTH SPECIFIED IN THE GEOTECHNICAL REPORT, MEETING THE MINIMUM LIMEROCK BEARING RATIOS SPECIFIED THEREIN.
- 19. DURING ALL SITE CLEARING AND GRADING OPERATIONS, PROVIDE PROPER TEMPORARY DRAINAGE, COMPLETE WITH REQUIRED TRENCHING AND PUMPING EQUIPMENT, TO ADEQUATELY DISPENSE SURFACE AND/OR SUBSURFACE WATER, AND TO ENSURE THAT THE SITE IS KEPT IN AN ACCESSIBLE AND WORKABLE CONDITION AT ALL TIMES. PROVIDE DE-WATERING AS NECESSARY TO MAINTAIN A SEPARATION OF AT LEAST TWO FEET BETWEEN THE GROUNDWATER AND ALL COMPACTION SURFACES. PERFORM TEMPORARY DRAINAGE WORK IN CONFORMANCE WITH ALL COVERING REGULATORY PROTECTIVE MEASURES SUCH AS SILT SCREENS, HAY BALES, SETTLING PONDS, AND SIMILAR DEVICES AS REQUIRED BY SUCH REGULATIONS. AT THE CONCLUSION OF THE PROJECT, PRIOR TO SPREADING THE TOPSOIL, RESTORE ALL AREAS USED FOR TEMPORARY DRAINAGE TO THE GRADES AND ELEVATIONS SHOWN ON THE DRAWINGS.
- 20. COMPACT THE BUILDING AREA, PAVING AREA, AND AN AREA FIVE FEET BEYOND THE EDGE OF ALL BUILDING AND PAVING LINES, IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. DO NOT USE HEAVY VIBRATORY EQUIPMENT WITHIN 60 FEET OF EXISTING BUILDINGS.
- 21. ALL FILL AND BACKFILL MATERIAL, WHETHER FROM ON SITE OR IMPORTED, MUST BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING IT ON THE SITE. IMPORT FILL SHALL CONSIST OF A GRANULAR MATERIAL FREE OF CLAY, SILT, OR ORGANIC MATERIAL, AND SHALL MEET THE REQUIREMENTS SPECIFIED IN THE GEOTECHNICAL REPORT. IMPORT FILL SHALL BE FREE OF MATERIAL THAT WOULD DEEM THE FILL HAZARDOUS, AS DEFINED BY THE STANDARDS OF THE ENVIRONMENTAL AUTHORITIES HAVING JURISDICTION.
- 22. MINIMIZE THE TRANSMISSION OF DIRT OR DEBRIS BY EQUIPMENT OR PERSONNEL TO ANY PROPERTY, PUBLIC OR PRIVATE, OUTSIDE THE PROJECT SITE. IMMEDIATELY REMOVE ANY SUCH DEBRIS OR DIRT TRANSMITTED.
- 23. WORK SPECIFIED HEREIN SHALL BE SUBJECT TO INSPECTION AND TESTING BY AN INDEPENDENT TESTING LABORATORY SELECTED BY THE GENERAL CONTRACTOR.
- 24. FOOTING BEARING SOILS SHALL BE DENSITY TESTED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT. IN THE ABSENCE OF ANY SUCH RECOMMENDATIONS, ONE DENSITY TEST IS REQUIRED IN THE BOTTOM OF 25 PERCENT OF THE ISOLATED FOOTINGS AND AT 100-FOOT INTERVALS IN THE CONTINUOUS FOOTINGS.
- 25. MAKE EXCAVATIONS TO THE DIMENSION AND ELEVATION INDICATED ON THE DRAWINGS. EXTRA PAYMENT WILL NOT BE MADE FOR EXCAVATIONS CARRIED BELOW INDICATED GRADES. WHERE UNAUTHORIZED EXCAVATIONS ARE MADE BELOW INDICATED ELEVATIONS UNDER SLABS, RESTORE TO PROPER ELEVATION AS SPECIFIED FOR COMPACTED BACKFILLING. IF UNDER FOOTINGS, PAY FOR THE COST OF THE EXTRA CONCRETE REQUIRED FOR THE EXTRA WALL OR FOOTING DEPTH.
- 26. CONCRETE MAY BE CAST AGAINST VERTICAL EXCAVATED SURFACES PROVIDED THE MATERIAL WILL STAND WITHOUT CAVING. THEREFORE, TAKE CARE TO MAINTAIN THE CROSS SECTION AS SHOWN ON THE DRAWINGS. ALLOW SUFFICIENT WIDTH WHEN EXCAVATING FOR FORMED CONCRETE TO ALLOW FOR CONSTRUCTION AND REMOVAL OF FORMS. ALLOW SUFFICIENT WIDTH WHEN EXCAVATING FOR BELOW-GRADE WALLS TO ALLOW FOR APPLICATION OF WATERPROOFING AND DRAINAGE MATERIALS AS SPECIFIED AND SHOWN ON THE DRAWINGS.
- 27. DEPOSIT EXCESS EXCAVATED MATERIAL AND MATERIAL DETERMINED UNSUITABLE FOR USE AS FILL OR TOPSOIL OFF SITE, OR AS DIRECTED BY THE GENERAL CONTRACTOR.
- 28. WHERE SOFT, ORGANIC, OR WET MATERIALS ARE PRESENT IN THE BOTTOM OF FOOTING OR UTILITY EXCAVATIONS, NOTIFY THE ENGINEER. FOLLOWING OWNER AUTHORIZATION OF UNDERCUTTING FOOTING OR UTILITY TRENCH SUB-GRADE, EXTEND THE EXCAVATE DEEPER TO SUITABLE SOILS. THE FOOTING MAY BEAR DIRECTLY ON THESE SOILS AT THE LOWER LEVEL OR ON LEAN CONCRETE BACKFILL PLACED IN THE EXCAVATIONS. AS AN ALTERNATIVE, FOOTINGS MAY ALSO BEAR ON PROPERLY COMPACTED BACKFILL EXTENDING DOWN TO THE SUITABLE SOILS. OVER-EXCAVATION FOR COMPACTED BACKFILL PLACEMENT BELOW FOOTINGS SHALL EXTEND LATERALLY BEYOND ALL EDGES OF THE FOOTINGS AT LEAST EIGHT INCHES PER FOOT OF OVER-EXCAVATION DEPTH BELOW FOOTING BASE ELEVATION.
- 29. DO NOT PLACE BACKFILL AROUND, AGAINST, OR UPON ANY CONCRETE OR MASONRY STRUCTURE UNTIL STRUCTURE HAS OBTAINED SUFFICIENT STRENGTH TO WITHSTAND THE LOADS IMPOSED, AS DETERMINED BY THE ENGINEER, OR WHEN PROPERLY BRACED OR SHORED.

**PADS, SIDEWALKS, CURBS, RAMPS, AND BUMPER SPECIFICATIONS:**

- 1. FINE GRADE THE AREA TO BE IMPROVED TO WITHIN PLUS OR MINUS 0.05 FEET OF THE DESIGNED SUB-GRADE ELEVATIONS, AND REMOVE ALL EXCESS MATERIAL FROM THE SITE. CONSTRUCT THE SUB-GRADE TRUE TO GRADE, HARD, UNIFORM, AND SMOOTH, USING METHODS AND EQUIPMENT AS REQUIRED. FINAL COMPACTION SHALL MEET THE REQUIREMENTS OF THE GEOTECHNICAL REPORT. PROPERLY MOISTURIZE DRY SUB-GRADES WITH WATER PRIOR TO PLACING THE CONCRETE.
- 2. SURFACES SHALL BE CLEAN AND DRY BEFORE RECEIVING PAINT. METAL SURFACES SHALL BE FREE OF HEAVY RUST.
- 3. PLACE THE CONCRETE ON MOIST SUB-GRADE FOR THE FULL DEPTH CALLED FOR ON THE PLANS. USE MECHANICAL VIBRATING EQUIPMENT FOR CONSOLIDATION TO ELIMINATE AIR BUBBLES OR STONE POCKETS.
- 4. BRING CONCRETE TO REQUIRED CROSS SECTION BY MEANS OF SCREEDS, FORMS, OR TEMPLATES AS APPROPRIATE. FINISH CONCRETE BY FLOATING AND TROWELING UNTIL SURFACE IS DENSE AND SMOOTH, TRUE TO CROSS SECTION AND GRADE, AND FREE FROM HUMPS OF DEPRESSIONS.
- 5. PROVIDE THE FINAL FINISH BY LIGHTLY BROOMING THE SURFACE IMMEDIATELY BEFORE THE CONCRETE TAKES ITS FINAL SET AS DIRECTED.
- 6. SURFACE OF ALL HANDICAPPED ACCESSIBLE ROUTES INCLUDING WALKS, RAMPS, AND CURB RAMPS, SHALL BE FINISHED STABLE, FIRM, AND SLIP RESISTANT. TRANSITIONS FROM RAMPS AND CURB RAMPS, LANDINGS, WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
- 7. CUT THE CAST-IN-PLACE CONCRETE INTO SECTIONS BY EXPANSION, CONSTRUCTION, OR CONTROL JOINTS, AS SHOWN ON THE DRAWINGS. PROVIDE EXPANSION JOINTS IN CURBS NO MORE THAN 50 FEET APART AND LOCATE CONTROL OR CONSTRUCTION JOINTS AT 10-FOOT INTERVALS.
- 8. AS SOON AS FINISHING HAS BEEN COMPLETED, COVER THE CONCRETE WITH A CURING COMPOUND. APPLY THE CURING COMPOUND UNIFORMLY AT THE RATE RECOMMENDED BY THE MANUFACTURER. DO NOT ALLOW TRAFFIC ON THE SURFACE FOR A PERIOD OF 72 HOURS.

**GENERAL UTILITY NOTES:**

- 1. EXISTING UTILITY LOCATIONS HAVE BEEN APPROXIMATED FROM THE AS-BUILT RECORDS PROVIDED BY THE LOCAL UTILITY AUTHORITY, AND HAVE NOT BEEN INDEPENDENTLY EVALUATED OR VERIFIED. THEREFORE, SHAYCORE ASSUMES NO RESPONSIBILITY FOR THE INACCURACY OF ANY UTILITY LOCATION OR SERVICE CONNECTION PORTRAYED ON THESE PLANS.
- 2. IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF UTILITIES, AND THE SUITABILITY AND ACCURACY FOR A PARTICULAR USE OF THE UTILITY INFORMATION CONTAINED IN THESE DRAWINGS. CONTRACTORS SHALL FIELD VERIFY ALL DEPICTED UTILITY CONDITIONS PRIOR TO ANY CONSTRUCTION, TO ENSURE CONNECTION AVAILABILITY.
- 3. PROVIDE HORIZONTAL SEPARATION BETWEEN UTILITIES AND TREES TO PROTECT BOTH THE UTILITIES AND THE TREES.
- 4. WATER AND SEWER LINES SHALL BE CONSTRUCTED TO WITHIN FIVE FEET OF THE OUTSIDE FACE OF THE BUILDING, AND IN THE CASE OF FIRE RISERS, THE FIRE MAIN SHALL BE CONSTRUCTED INTO THE BUILDING AND TERMINATING AT A FLANGE LOCATED 12 INCHES ABOVE FINISHED FLOOR ELEVATION.
- 5. THE CONTRACTOR SHALL GUARANTEE THE WORK INCLUDED IN THIS SECTION FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE.

**ON-SITE SEWER SPECIFICATIONS:**

- 1. PVC PIPE AND FITTINGS SHALL CONFORM TO THE REQUIREMENTS OF ASTM SPECIFICATION D-2729 AND ASTM SPECIFICATION D-3034, AS APPLICABLE. SOLVENT JOINT CEMENT SHALL MEET THE REQUIREMENTS OF ASTM SPECIFICATION D-2564.
- 2. MACHINE EXCAVATION SHALL BE TO A DEPTH OF 1/3 OF EACH PIPE. EACH SECTION OF PIPE SHALL BE INSPECTED FOR DEFECTS PRIOR TO BEING LOWERED INTO THE TRENCH.
- 3. THE INSIDE OF EACH BELL AND THE OUTSIDE OF EACH SPIGOT SHALL BE THOROUGHLY CLEANED OF ALL MATTER OF EVERY DESCRIPTION PRIOR TO LOWERING PIPE INTO THE TRENCH AND PRIOR TO MAKING THE JOINT. ALL SEWER LINES SHALL BE CONSTRUCTED WITH THE SPIGOT ENDS POINTING IN THE DIRECTION OF FLOW. BOTH THE BELL AND THE SPIGOT OF EACH JOINT SHALL BE LUBRICATED WITH THE LUBRICANT ADHESIVE RECOMMENDED BY THE PIPE MANUFACTURER. ALL SEWER LINES SHALL BE CLEANED OF ALL FOREIGN MATTER AS CONSTRUCTION PROGRESSES, AND SHALL BE LEFT IN A CLEAN CONDITION UPON COMPLETION OF ALL CONSTRUCTION OPERATIONS.
- 4. EACH SECTION OF THE COMPLETED SEWER SYSTEM SHALL BE INSPECTED FOR PROPER ALIGNMENT. ANY SECTION OF THE SEWER SYSTEM THAT DOES NOT DISPLAY TRUE, CONCENTRIC ALIGNMENT SHALL BE RE-LAID AT NO ADDITIONAL EXPENSE.
- 5. EACH SECTION OF THE COMPLETED SEWER MAIN SYSTEM SHALL BE TESTED FOR INFILTRATION. INFILTRATION SHALL NOT EXCEED 200 GALLONS PER INCH DIAMETER PER MILE OF SEWER PER 24 HOURS. UNSATISFACTORY SECTIONS SHALL BE REPAIRED OR REBUILT AS DIRECTED AT THE EXPENSE OF THE CONTRACTOR.
- 6. FOLLOWING INSTALLATION AND TESTING, THE SEWER MAIN SHALL BE PRESSURE FLUSHED. FLUSHING CERTIFICATION AND RESULTS OF THE PRESSURE TESTS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO REQUEST FOR FINAL PAYMENT.

**ShayCore**  
11235 ST. JOHNS INDUSTRIAL PARKWAY NORTH, SUITE 4  
JACKSONVILLE, FLORIDA 32246  
O: (904) 351-2592 F: (904) 239-3027  
WWW.SHAYCORE.COM

**GREEN COVE STORAGE OFFICE  
PROPOSED WAREHOUSE**  
409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL 32043

**CIVIL  
NOTES  
AND  
SPECS**

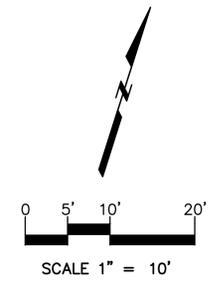
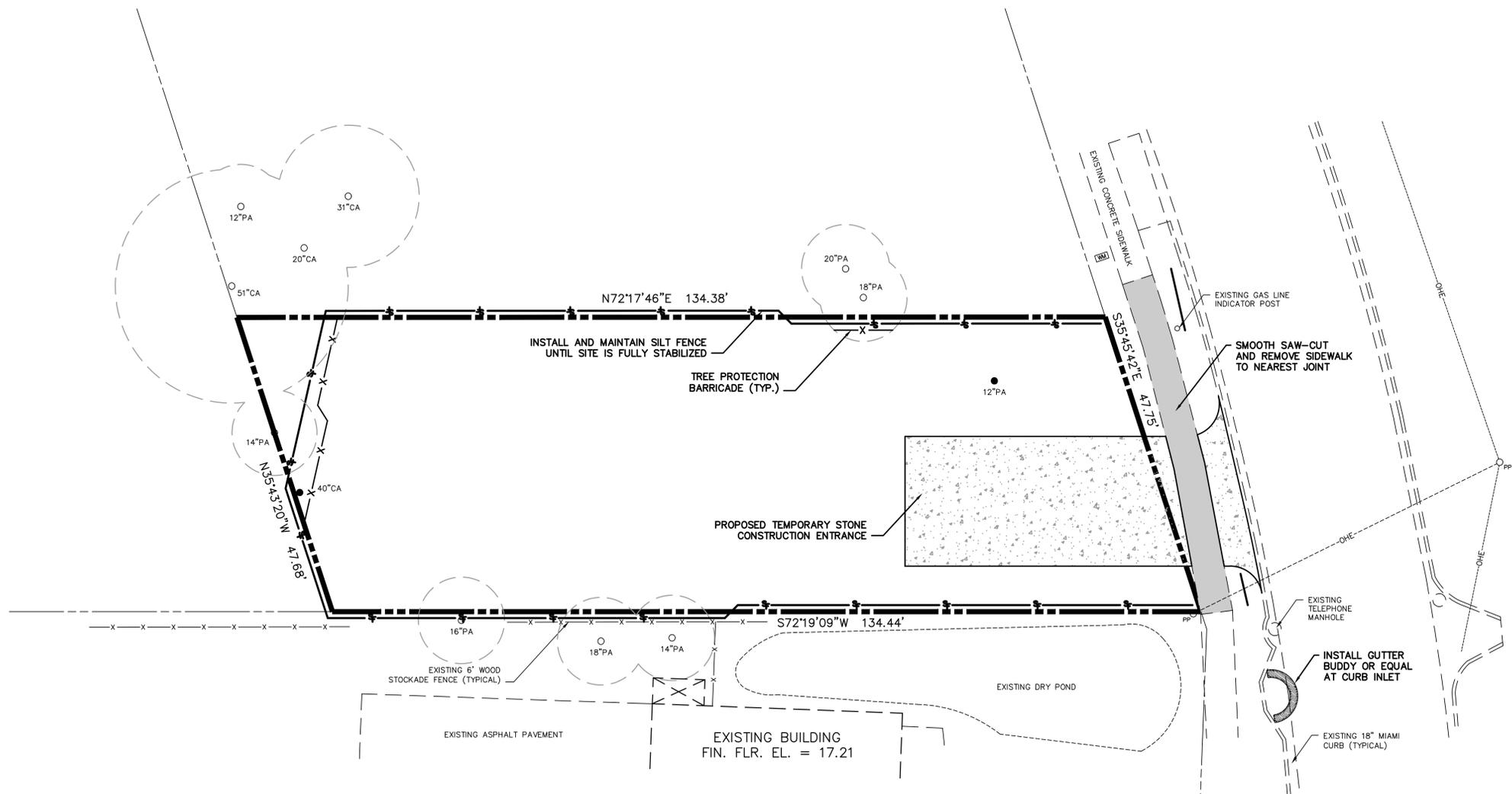
NO.	DATE	REV.	BY	DESCRIPTION
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				PERMIT ISSUE

JOB NO. **20ENG010**  
DRAWN: **MJP**  
CHECKED: **MJP**  
SCALE: **NONE**

REPRESENTS  
EXISTING  
IMPROVEMENTS  
TO BE REMOVED

**TREE LEGEND**

- CA CAMPHOR
- PA PALM
- TREE TO REMAIN
- TREE TO BE REMOVED



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**CLEARING,  
 DEMOLITION,  
 AND  
 EROSION  
 CONTROL  
 PLAN**

REV.	DATE	BY	DESCRIPTION
0	11-12-20	MJP	CONSTRUCTION ISSUE
1	10-19-20	MJP	REVISED PERMIT ISSUE
2	08-18-20	MJP	PERMIT ISSUE

JOB NO. **20ENG010**  
 DRAWN: **MJP**  
 CHECKED: **MJP**  
 SCALE: **1" = 10'**

**C100**  
 DRAWING NO.

STATISTICAL SUMMARY

PROPERTY IDENTIFICATION NO.: 38-06-26-017639-001-00  
ZONING DESIGNATION: GATEWAY CORRIDOR NEIGHBORHOOD (GCN)  
FUTURE LAND USE DESIGNATION: COMMERCIAL MEDIUM INTENSITY (CMI)

SITE AREA: 6,098 SF = 0.14 AC  
BUILDING AREA: 2,100 SF (34%)

MINIMUM PERVIOUS AREA: 1,829 SF (30%)  
PROVIDED PERVIOUS AREA: 2,110 SF (35%)

PARKING REQUIRED - 1 SPACE / 5,000 SF: 1 SPACE  
PARKING PROVIDED: 2 SPACES

**GREEN COVE STORAGE OFFICE  
PROPOSED WAREHOUSE**  
409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL 32043

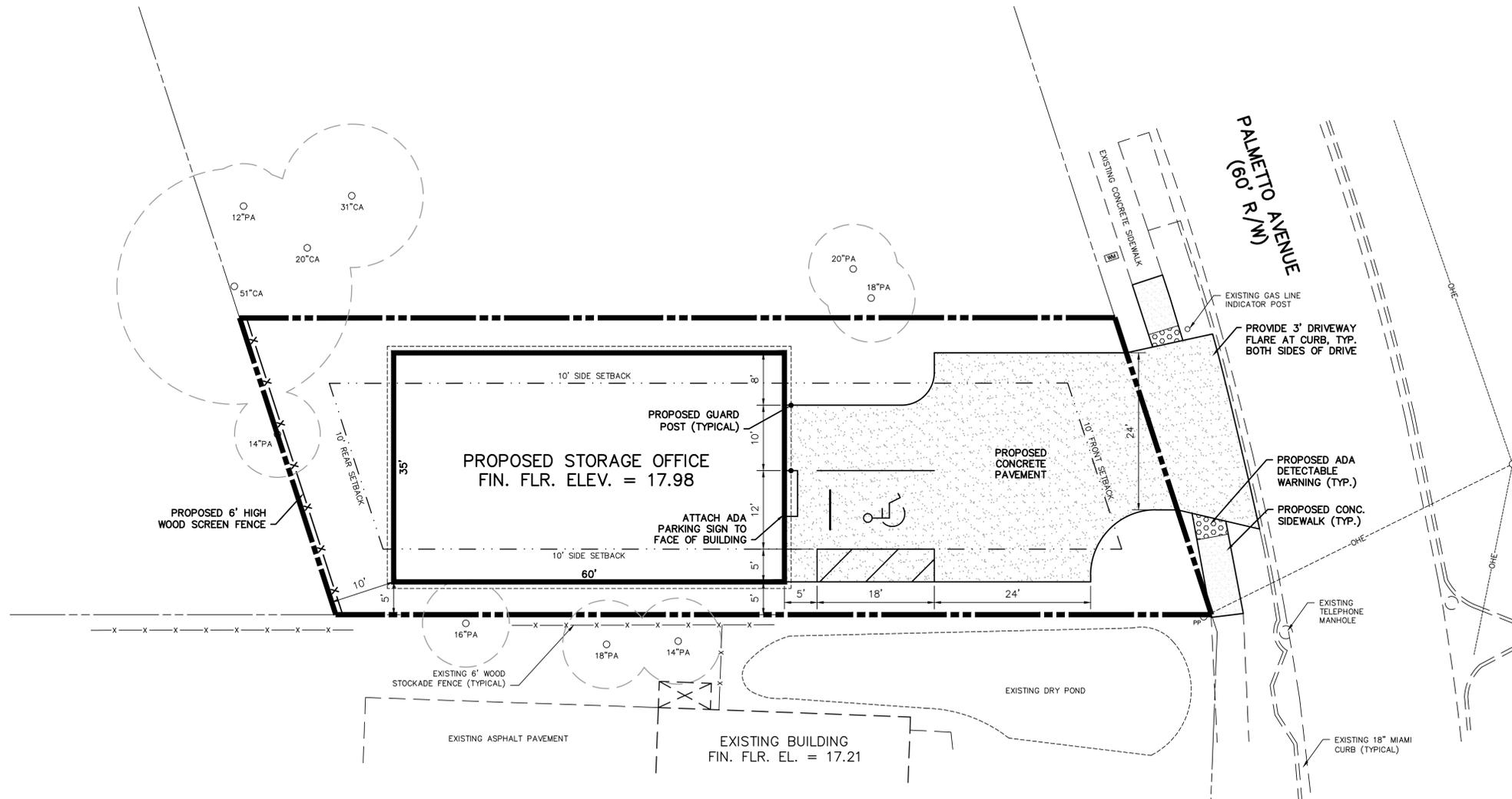
**SITE  
GEOMETRY  
PLAN**

REV.	DATE	BY	DESCRIPTION
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B	10-19-20	MJP	REVISED PERMIT ISSUE
A	08-18-20	MJP	PERMIT ISSUE

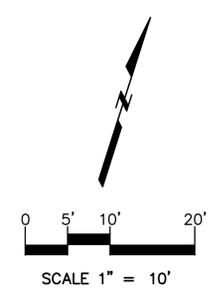
JOB NO. 20ENG010  
DRAWN: MJP  
CHECKED: MJP

SCALE: 1" = 10'

**C200**  
DRAWING NO.



NOTE: EXISTING FIRE HYDRANT LOCATED AT THE CORNER OF PALMETTO AND GUM STREET, APPROXIMATELY 80' SOUTH OF THE SITE.



## GREEN COVE STORAGE OFFICE PROPOSED WAREHOUSE

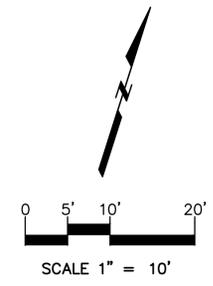
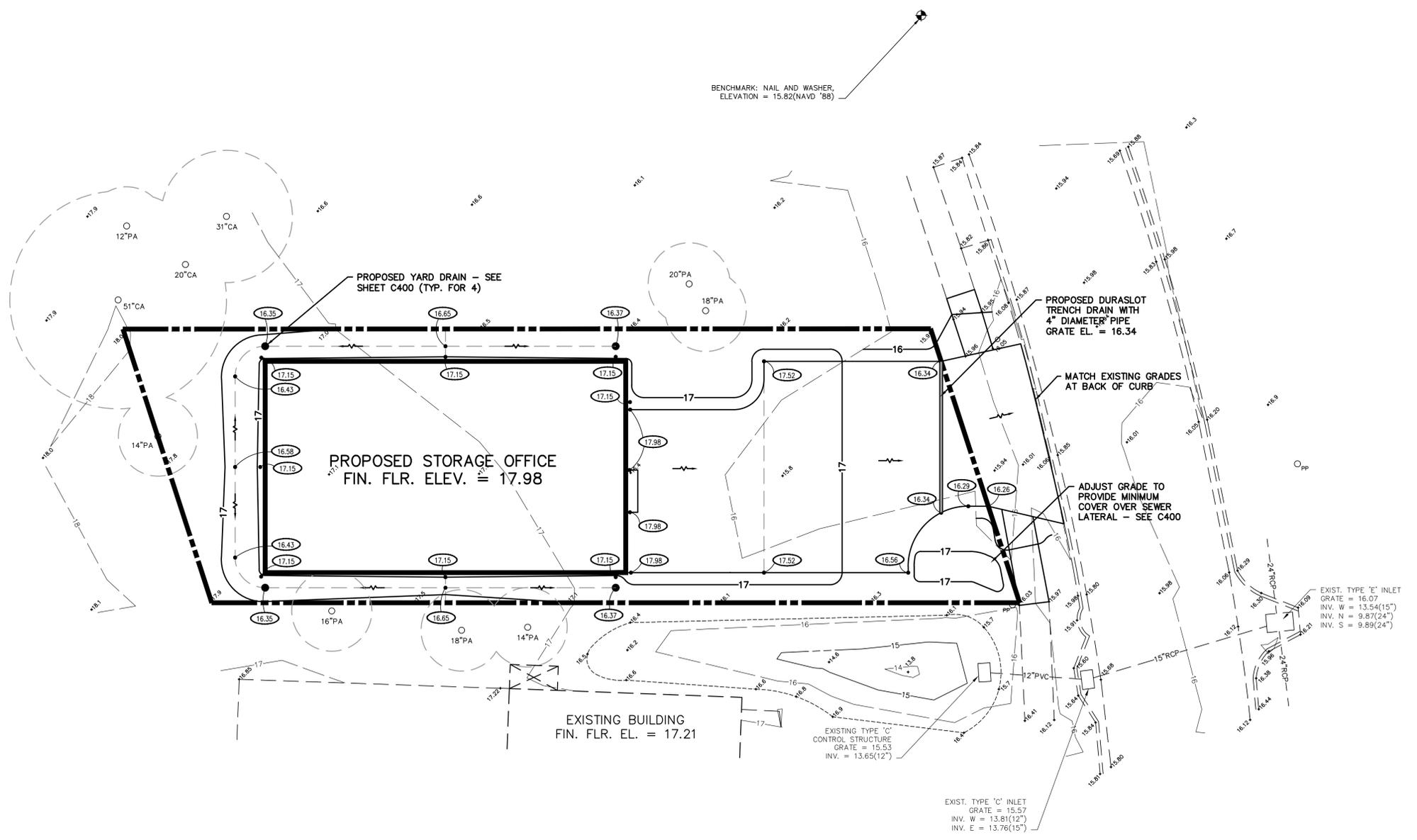
409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL 32043

### SITE GRADING PLAN

REV.	DATE	BY	DESCRIPTION
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B	10-19-20	MJP	REVISED PERMIT ISSUE
A	09-08-20	MJP	PERMIT ISSUE

JOB NO. **20ENG010**  
 DRAWN: **MJP**  
 CHECKED: **MJP**  
 SCALE: **1" = 10'**

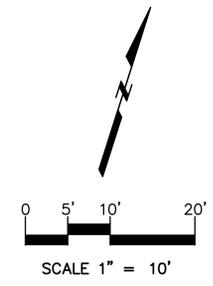
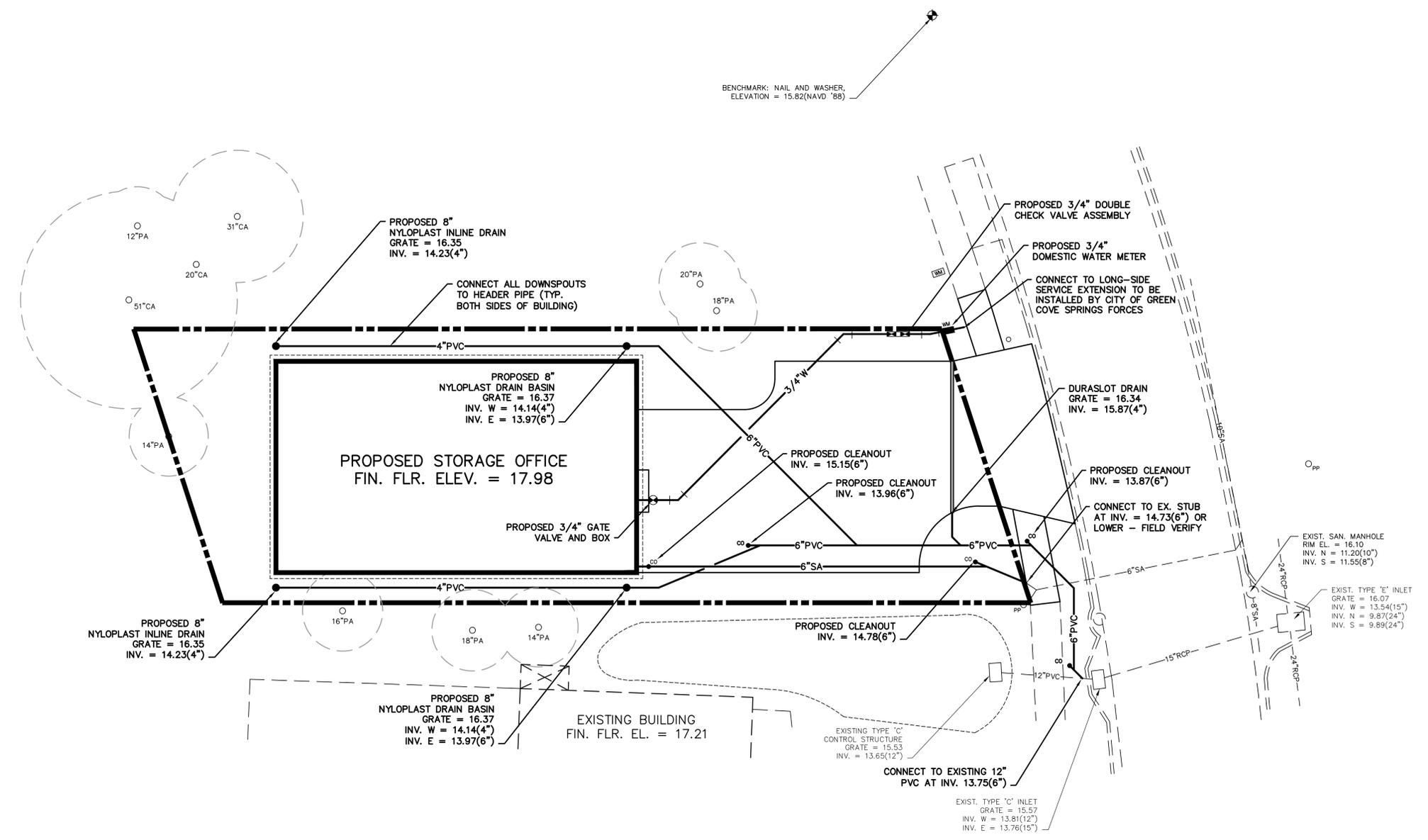
**C300**  
DRAWING NO.



## GREEN COVE STORAGE OFFICE PROPOSED WAREHOUSE

409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL 32043

### SITE UTILITIES AND DRAINAGE PLAN



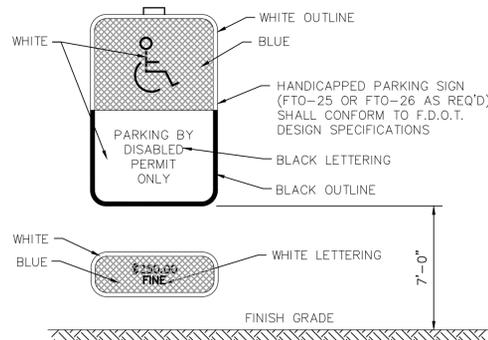
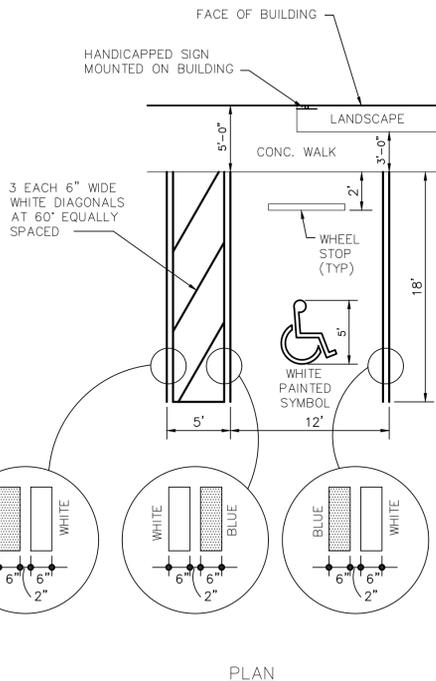
REV.	DATE	BY	DESCRIPTION
0	11-12-20	MJP	CONSTRUCTION ISSUE
1	10-12-20	MJP	REVISED PERMIT ISSUE
2	09-12-20	MJP	PERMIT ISSUE
3	08-12-20	MJP	PERMIT ISSUE

JOB NO. 20ENG010  
 DRAWN: MJP  
 CHECKED: MJP  
 SCALE: 1" = 10'

C400  
 DRAWING NO.

NOTES:

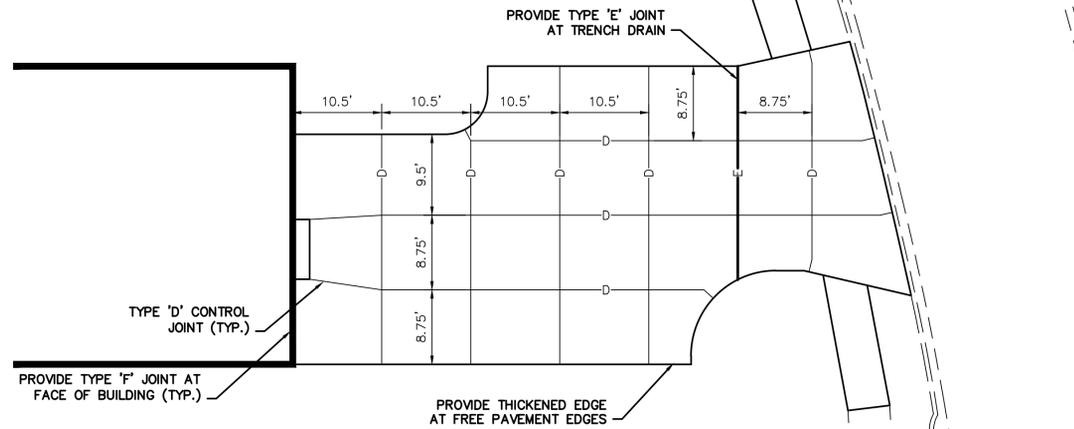
- MEASURE THE 12' AND 5' WIDTHS FROM THE CENTERLINE OF EACH SIDE 6" WIDE BLUE STRIPE.
- LEFT SIDE ACCESS AISLE SHOWN, RIGHT SIDE ACCESS AISLE IS TYPICAL TO OPPOSITE SIDE OF PARKING SPACE.



SIGN DETAIL

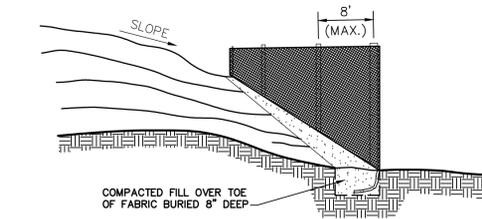
HANDICAPPED PARKING

1



CONCRETE JOINT LAYOUT (1" = 10')

2

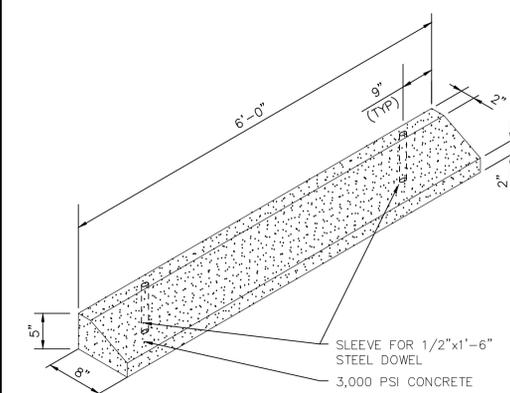


NOTES:

- POSTS TO BE 1" x 2" PINE WITH A MINIMUM LENGTH OF 4 FEET; LOCATE POSTS ON DOWNSLOPE SIDE OF FILTER FABRIC.
- BURY TOE OF FENCE APPROXIMATELY 8" DEEP TO PREVENT UNDERCUTTING.
- WHEN JOINTS ARE NECESSARY, SECURELY FASTEN THE FABRIC AT A SUPPORT POST WITH OVERLAP TO THE NEXT POST.
- FILTER FABRIC TO BE NYLON, POLYESTER, PROPYLENE OR ETHYLENE YARN WITH EXTRA STRENGTH - SOLB/LIN. IN. (MINIMUM) - AND WITH A FLOW RATE OF AT LEAST 0.3 GAL./SQ. FT./MINUTE. FABRIC SHOULD CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS.

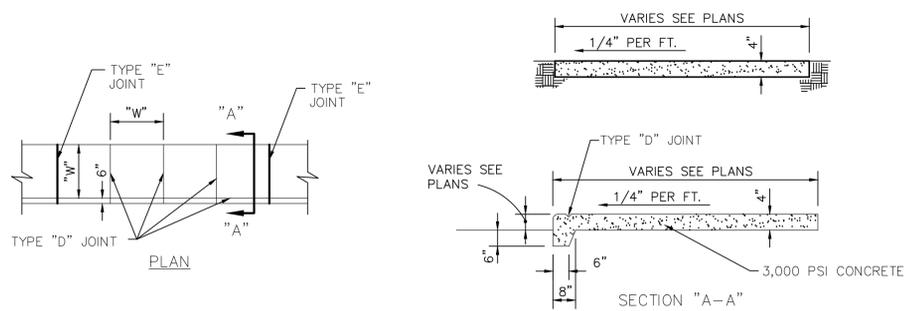
SILT FENCE

3



WHEEL STOP

4



NOTE: SIDEWALK SLOPE IS 1/4" PER FOOT UNLESS SPOT ELEVATIONS SHOWN ON THE GRADING PLAN DICTATE A DIFFERENT SLOPE IN SPECIFIC AREAS.

SIDEWALK CONSTRUCTION

5

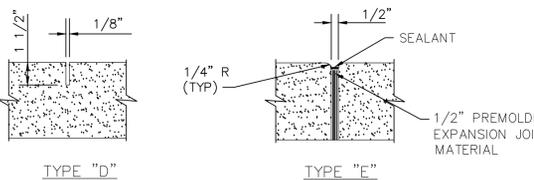
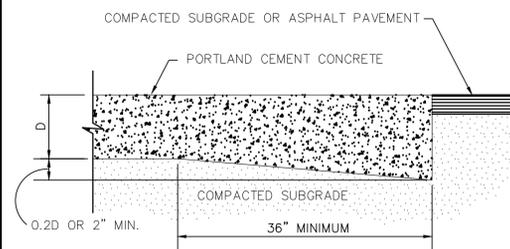


TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"D"	TRANSVERSE JOINT AT INTERVALS EQUAL TO THE SIDEWALK WIDTH EXCEPT EVERY FOURTH JOINT WHICH IS A TYPE "E" JOINT.
"E"	EVERY FOURTH TRANSVERSE JOINT, P.C AND P.T. OF CURVES, ABRUPT CHANGES IN DIRECTION, AND WHERE NEW SIDEWALK ABUTS EXISTING SIDEWALK OR OTHER EXIST. CONCRETE SURFACE STRUCTURES.

NOTE: TYPE "D" JOINT MAY BE EITHER TOOLED IN WET CONCRETE OR SAWCUT WITHIN 18 HOURS OF PLACEMENT OF CONCRETE.

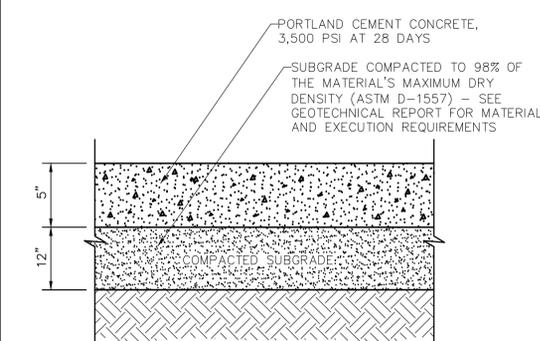
SILT FENCE

3



CONCRETE THICKENED EDGE

6

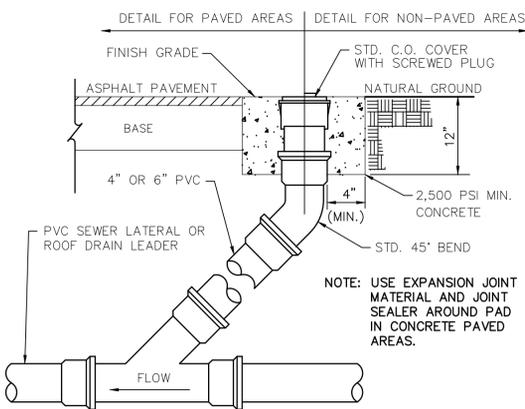


CONCRETE PAVING SPECIFICATIONS:

- FORMS SHALL BE MADE OF STEEL, WOOD, OR OTHER MATERIALS CAPABLE OF SUPPORTING MECHANICAL CONCRETE PLACING EQUIPMENT WITHOUT SETTLING VERTICALLY, BOWING INWARD OR OUTWARD, OR CRUSHING. FORMS SHALL BE CLEAN AND FREE OF DIRT, RUST, AND HARDENED CONCRETE.
- AGGREGATES SHALL CONFORM TO ASTM C-33. MAXIMUM AGGREGATE SIZE SHALL NOT EXCEED 1/3 OF THE PLACEMENT THICKNESS. AGGREGATES SHALL BE TESTED FOR SOUNDNESS IN ACCORDANCE WITH ASTM C-88 AND FOR POTENTIAL REACTIVITY IN ACCORDANCE WITH ASTM C-289.
- MEMBRANE FORMING CURING COMPOUNDS SHALL COMPLY WITH ASTM C-309.
- ESTABLISH GRADES AND MAKE ALLOWANCE FOR EXISTING IMPROVEMENTS, PROPER DRAINAGE, ADJOINING PROPERTY RIGHTS, GOOD APPEARANCE, AND OTHER PERTINENT CONSIDERATIONS. CONSTRUCT SUB-GRADE TRUE TO GRADE, HARD, UNIFORM AND SMOOTH, USING SUCH METHODS AND EQUIPMENT AS REQUIRED. FINAL COMPACTION SHALL MEET THE REQUIREMENTS OF THE GEOTECHNICAL REPORT. PROPERLY MOISTURIZE DRY SUB-GRADES WITH WATER PRIOR TO PLACING THE CONCRETE.
- FINE GRADE THE AREA TO BE PAVED TO WITHIN PLUS OR MINUS 0.05 FEET OF THE DESIGN SUB-GRADE ELEVATIONS, AND REMOVE ALL EXCESS MATERIAL FROM THE SITE. CONSTRUCT SUB-GRADE TRUE TO GRADE, HARD, UNIFORM AND SMOOTH, USING SUCH METHODS AND EQUIPMENT AS REQUIRED. FINAL COMPACTION SHALL MEET THE REQUIREMENTS OF THE GEOTECHNICAL REPORT. PROPERLY MOISTURIZE DRY SUB-GRADES WITH WATER PRIOR TO PLACING THE CONCRETE.
- COAT SURFACES OF FORMS WITH BOND-BREAKING COMPOUND PRIOR TO PLACEMENT OF CONCRETE. PROVIDE COMMERCIAL FORMULATION FORM-COATING COMPOUNDS THAT WILL NOT BOND WITH, STAIN, OR ADVERSELY AFFECT CONCRETE SURFACES, AND WILL NOT IMPAIR SUBSEQUENT TREATMENT OF CONCRETE SURFACES REQUIRING BOND OR ADHESION. THE EDGE OF PREVIOUSLY PLACED CONCRETE MAY BE USED AS A FORM. DO NOT APPLY FORM RELEASE AGENT TO PREVIOUSLY PLACED CONCRETE.
- PLACE REINFORCEMENT AT LOCATIONS SHOWN ON THE DRAWINGS. SUPPORT JOINT REINFORCEMENT SO THAT IT WILL NOT BE DISLOCATED BY CONCRETE PLACING OPERATIONS.
- PLACE THE CONCRETE ON MOIST SUB-GRADE FOR THE FULL DEPTH CALLED FOR ON THE PLANS. DO NOT PLACE CONCRETE ON FROZEN SUB-GRADE. BRING TO THE REQUIRED CROWN AND CROSS SECTION BY MEANS OF SCREEDS OR TEMPLATES AND THOROUGHLY VIBRATE. DO NOT MOVE CONCRETE HORIZONTALLY WITH VIBRATOR. FINISH CONCRETE BY FLOATING AND TROWELING UNTIL THE SURFACE IS DENSE AND SMOOTH, TRUE TO CROWN AND GRADE, AND FREE FROM HUMPS OR DEPRESSIONS.
- PROVIDE THE FINAL FINISH BY LIGHTLY BROOMING THE SURFACE IMMEDIATELY BEFORE THE CONCRETE TAKES ITS FINAL SET. BROOM ALL AREAS OF PANEL IN THE SAME DIRECTION.
- JOINTS SHALL BE CONSTRUCTED AT THE LOCATIONS, DEPTHS, AND DIMENSIONS SHOWN ON THE DRAWINGS. JOINTS IN ATTACHED CURBS SHALL BE ALIGNED WITH JOINTS IN PAVEMENT. CONTRACTION JOINTS SHALL BE CONSTRUCTED BY ONE OF THE FOLLOWING METHODS:
  - CONSTRUCT CONTRACTION JOINTS IN FRESH CONCRETE AFTER CONCRETE HAS SET SUFFICIENTLY TO MAINTAIN THE FORMED JOINT TO THE SPECIFIED DEPTH AND WIDTH.
  - SAW-CUT CONCRETE AFTER CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT AGGREGATE BEING DISLODGED AND SOON ENOUGH TO CONTROL PAVEMENT CRACKING. IF CONTRACTION JOINT SAWING CAUSES A CRACK, DISCONTINUE SAWING THAT CONTRACTION JOINT AND CONTINUE SAWING OTHER CONTRACTION JOINTS.
- AS SOON AS FINISHING HAS BEEN COMPLETED, COVER THE CONCRETE WITH A CURING COMPOUND. DO NOT ALLOW TRAFFIC ON THE SURFACE FOR A PERIOD OF 72 HOURS.

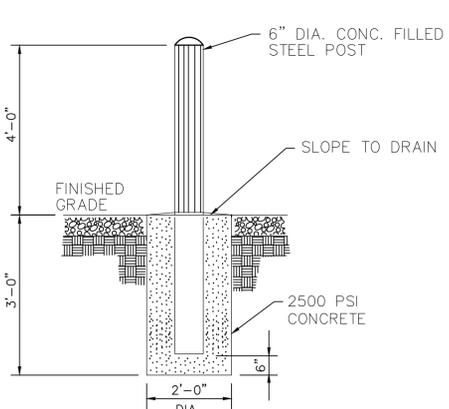
CONCRETE PAVEMENT

7



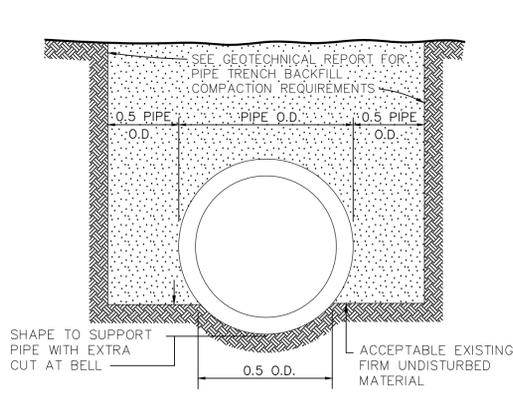
CLEANOUT

8



GUARD POST

9

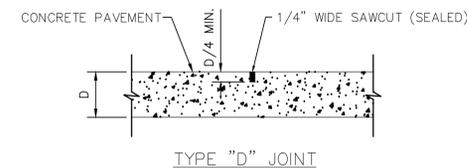


PIPE BEDDING

10

NOTES:

- EACH LIFT TO BE COMPLETELY COMPACTED TO REQUIRED DENSITY BEFORE STARTING NEXT LIFT. NO LIFT SHALL EXCEED 6" WHEN COMPACTED.
- A CONTINUOUS AND UNIFORM BEDDING SHALL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE. BACKFILL MATERIAL SHALL BE TAMPED IN LAYERS AROUND PIPE AND TO A SUFFICIENT HEIGHT ABOVE THE PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE. UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES SHALL BE REMOVED FOR A DEPTH OF AT LEAST 6" BELOW THE BOTTOM OF THE PIPE.

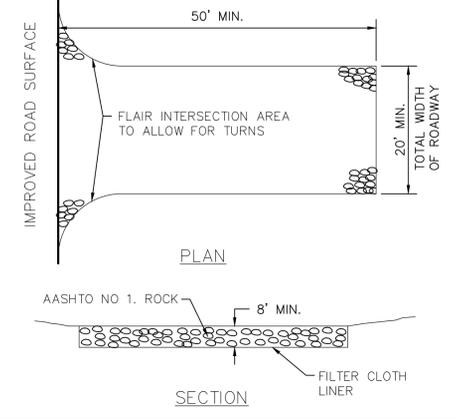
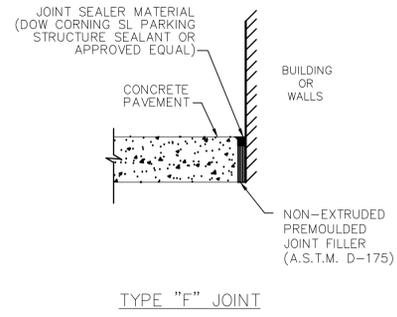


TYPE 'D' CONTROL JOINT

11

NO.	DATE	BY	DESCRIPTION
1	11-12-20	MJP	CONSTRUCTION ISSUE
2	10-19-20	MJP	REVISED PERMIT ISSUE
3	08-18-20	MJP	PERMIT ISSUE
4	08-18-20	MJP	DESCRIPTION

JOB NO. 20ENG010  
 DRAWN: MJP  
 CHECKED: MJP  
 SCALE: NONE

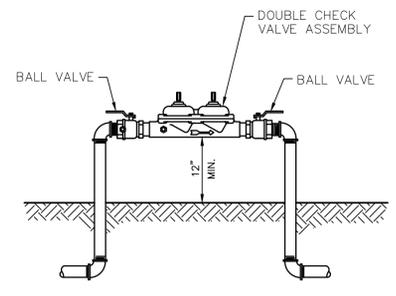


TYPE 'F' ISOLATION JOINT

1

STONE CONSTRUCTION ENTRANCE

2



NOTE: INSULATE ALL ABOVE GROUND FITTINGS FOR COMPLETE INSTALLATION.

DOUBLE CHECK VALVE ASSEMBLY

3

**ShayCore**

11235 ST. JOHNS INDUSTRIAL PARKWAY NORTH, SUITE 4  
JACKSONVILLE, FLORIDA 32246  
P: (904) 551-2952 F: (904) 239-3027  
WWW.SHAYCORE.COM

GREEN COVE STORAGE OFFICE  
PROPOSED WAREHOUSE  
409 PALMETTO AVENUE, GREEN COVE SPRINGS, FL 32043

SITE  
DETAILS  
II

REV.	DATE	BY	DESCRIPTION
0	11-12-20	MJP	CONSTRUCTION ISSUE
A	08-08-20	MJP	PERMIT ISSUE

JOB NO. 20ENG010  
DRAWN: MJP  
CHECKED: MJP  
SCALE: NONE

C510  
DRAWING NO.

**NARDUCCI WAREHOUSE**  
 409 PALMETTO AVENUE  
 GREEN COVE SPRINGS, FLORIDA

REVISIONS :

9-3-2020	per City Comments
10-12-2020	per City Comments
11-2-2020	per City Comments



DATE : August 27, 2020  
 PROJECT NO. : 202051  
 DESIGNED BY : KSR  
 DRAWN BY : KSR  
 CHECKED BY : KSR  
 SCALE : 1" = 10'

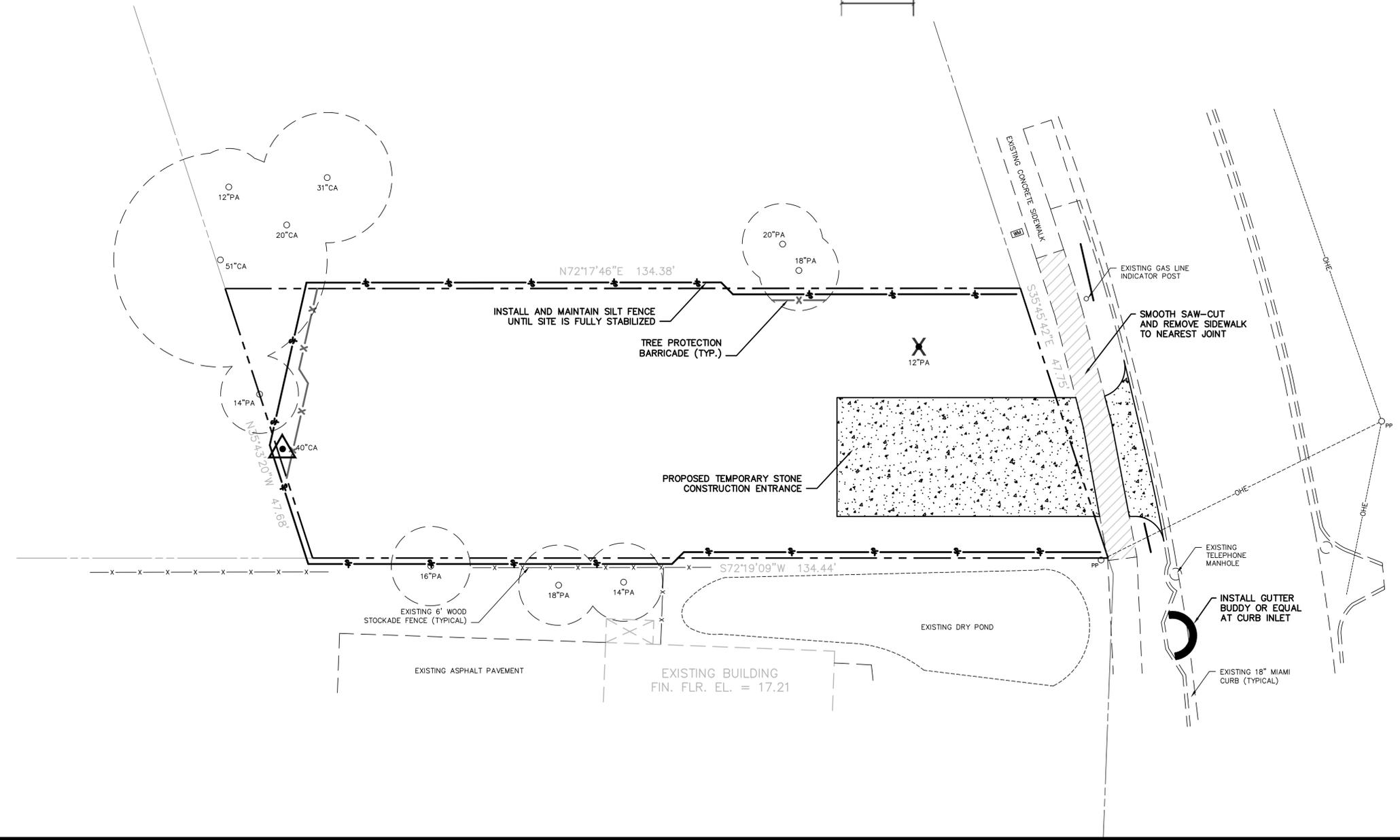
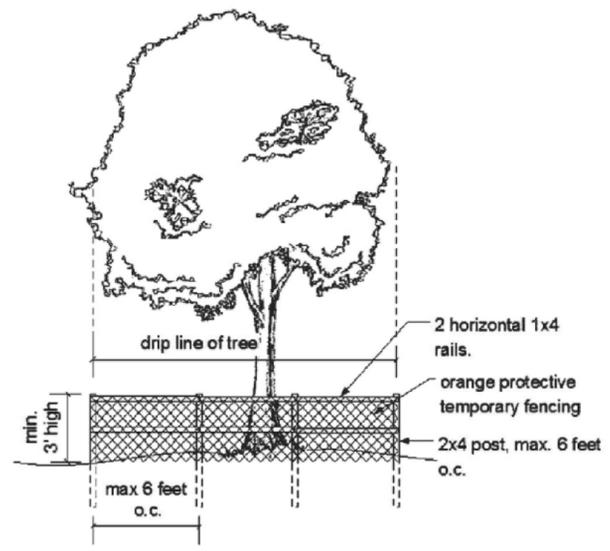
SHEET TITLE  
**TREE REMOVAL / PROTECTION PLAN**

**NOTE:**  
 • ALL MATERIALS REMOVED FROM SITE TO BE DISPOSED OF PROPERLY OFF SITE.

**KEY:**

21" PINE X PROTECTED TREE TO BE REMOVED WITH MITIGATION REQUIREMENTS.

40"CA ▲ NONPROTECTED TREE TO BE REMOVED WITH NO MITIGATION REQUIREMENTS.





General Notes and Specifications

- Prior to construction the landscape contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. The landscape contractor is responsible for repairing any and all damage to utilities, structures, site appurtenances, etc., which occurs as a result of the landscape construction.
- When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions or obstructions, notify owner's representative before planting.
- All plants must be healthy, vigorous material, free of pests and disease.
- All trees, palms, and shrubs shall be grade "Florida Fancy" per Grades and Standards For Nursery Plants (parts one and two), available through Florida Dept. of Agriculture and Consumer Services.
- All plant material must be approved by the Landscape Architect before the plant material is installed.
- Any changes to the plant material (size, type, etc.), irrigation or any other deviations from the plans must be approved by the Landscape Architect prior to the change being implemented by the contractor. The contractor must provide written proof of authorization for any changes.
- All plants to be field grown or container grown as indicated on plant list. Store plants in shade and protect from weather. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to owner's rep. Do not remove container grown stock from containers until planting time. Protect roots of plant from drying or other possible injury. Keep plant ball moist at all times.
- All plants shall be triangular spaced.
- Obtain agronomic soils test for all planting areas and tree pits prior to excavation of tree pits. Tests shall be performed by an approved soils testing laboratory and shall include fertility and suitability analysis with written recommendations for soil amendments, fertilizer and chemical conditioner application rates for soil preparation, planting backfill mix, and post maintenance fertilization program. Submit a copy of soils report to owner's rep. and landscape architect.
- Add soil amendments as recommended by soil test in quantities necessary to bring soil mixture to pH rating of between 5.5 and 6.0. Minerals used for pH correction shall be commercially produced for this purpose.
- All plants and planting areas must be completely mulched as specified with three (3) inches of organic mulch. Provide 4" minimum clearance of mulch from all shrub trunks and 6" minimum clearance from all tree trunks.
- The landscape contractor is responsible for verifying all quantities shown on these plans, before pricing the work.
- The planting shall be done in accordance with acceptable horticultural practices. This is to include proper planting mix, plant and tree pit preparation, pruning, staking or guying, wrapping, spraying, fertilization, planting, and adequate maintenance throughout the required maintenance period.
- The landscape contractor is responsible for fully maintaining all planting (including but not limited to: pruning, watering, fertilizing, cultivating, weeding, mowing, mulching, tightening and repairing of guys, resetting plants to proper grade or upright position, restoration of plant saucer, and furnishing and applying such sprays as necessary to keep free of insects and diseases. The landscape contractor's responsibility for maintenance (exclusive of replacement within the guarantee period) shall terminate one year from the date of final acceptance by owner and landscape architect.
- All trees, palms, shrubs and plant material shall be warranted for a period of one year after date of completion and acceptance of the entire project. Final acceptance of all landscaping under this contract shall constitute the beginning of the guarantee period. Replace, in accordance with the drawings and specifications, all plants that are dead or, as determined by the owner's representative, are in an unhealthy or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to the contractor's negligence. Furnish and plant replacements which comply with requirements shown and specified. Warrant all replacement plants for one year after installation. The cost of such replacement(s) is at the contractor's expense.
- All plants are subject to approval by the owner's representative. Prior to planting, all trees and palms must be approved by the owner or owner's rep.
- Standards set forth in "American Standard for Nursery Stock" represent guideline specifications only and shall constitute minimum quality requirements for plant material.
- At the conclusion of this planting, if the owner's rep. or owner has reason to believe that the plants are not of the specified grade, he will request a re-grading or inspection, and such evidence will be the basis for requesting replacement of plants and for legal or other action according to law, should this become necessary.
- All planting beds to be treated with pre-emergent weed control prior to planting.
- Contractor is to check the site weekly to insure all plant material is healthy and well watered.
- All disturbed areas to be sodded or seeded with *Paspalum notatum* as noted.

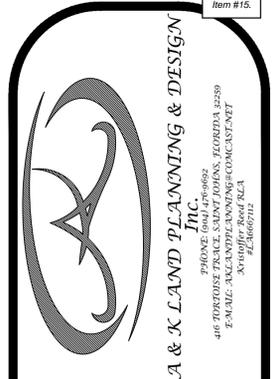
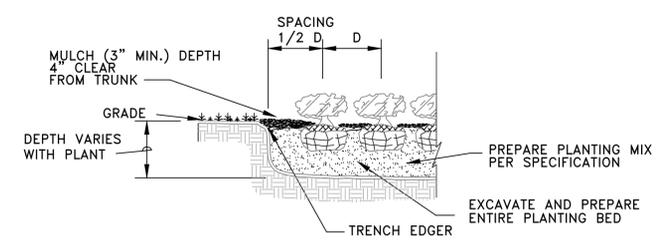
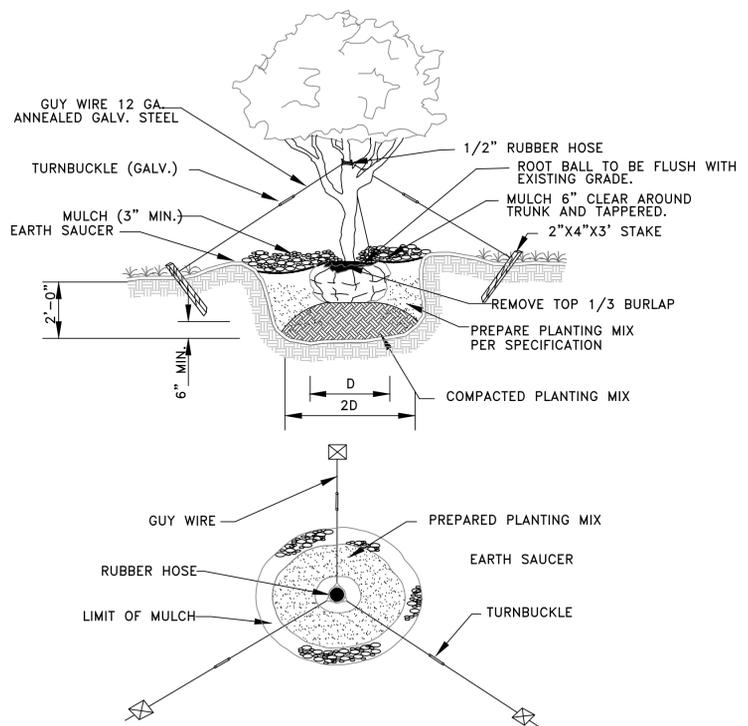
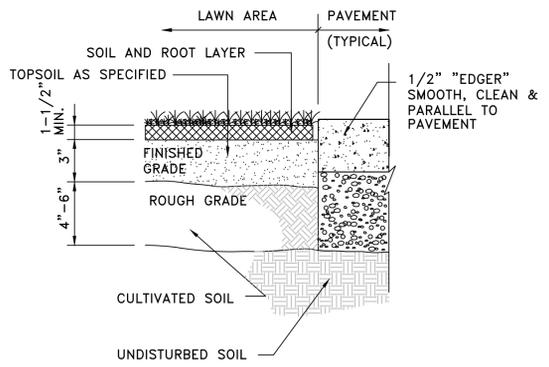
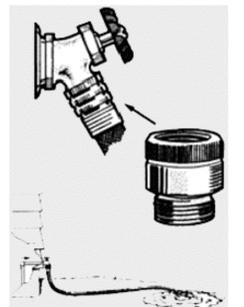
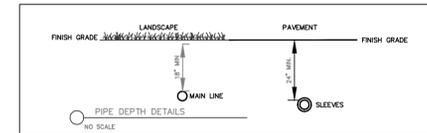
PLANT SCHEDULE				
TREES	QTY	COMMON / BOTANICAL NAME	SPACING	SPECIFICATIONS
CC	1	Bottlebrush / <i>Callistemon citrinus</i>	AS SHOWN	10'-12' height x 5'-6' Spread minimum, 2.5" caliper
SP	4	Cabbage Palmetto / <i>Sabal palmetto</i>	AS SHOWN	10'-12' clear trunk, x 5'-6' Spread minimum
UP	4	Drake Elm / <i>Ulmus parvifolia 'Drake'</i>	AS SHOWN	10'-12' height x 5'-6' Spread minimum, 2.5" caliper
SHRUBS	QTY	COMMON / BOTANICAL NAME	SPACING	SPECIFICATIONS
PM	7	Podocarpus / <i>Podocarpus macrophyllus</i>	24" o.c.	36" ht. x 24" spd. minimum full & dense
VO	62	Dwarf Walter's Viburnum / <i>Viburnum obovatum 'Dwarf Walter's'</i>	36" o.c.	36" ht. x 24" spd. minimum full & dense

NOTES:

- MULCH ALL PLANTING BEDS WITH 3" ORGANIC MULCH.
- ALL DISTURBED AREAS NOT OTHERWISE LANDSCAPED SHALL BE SODDED WITH BAHIA SOD.
- ALL PLANT MATERIAL TO BE FLORIDA NO. 1 QUALITY OR BETTER.
- NO SUBSTITUTIONS WITHOUT PRIOR WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.
- ALL TREES AND PLANTS SHALL MEET MINIMUM SPECIFIED SIZES IN INCHES AND FEET, REGARDLESS OF CONTAINER SIZE INDICATED. WHERE DIFFERENCES OCCUR, THE LARGER SPECIFICATION SHALL PREVAIL.
- CONTRACTOR TO VERIFY ALL QUANTITIES
- CALIPER TO BE MEASURED AT D.B.H.

ORDINANCE CHAPTER 366 SCHEDULE AND IRRIGATION REQUIREMENTS:

- |  |  |
|--|--|
| MARCH-NOVEMBER (DAYLIGHT SAVINGS TIME)   | NOVEMBER - MARCH (STANDARD TIME)   |
| <ul style="list-style-type: none"> <li>NO WATERING FROM 10AM TO 4 PM</li> <li>ODD NUMBER ADDRESSES OR THOSE ENDING WITH N-Z OR NO ADDRESS MAY WATER ON WEDNESDAY AND SATURDAY</li> <li>EVEN NUMBER ADDRESSES OR THOSE ENDING WITH A-M MAY WATER ON THURS. AND SUNDAY</li> <li>NON-RESIDENTIAL ADDRESSES MAY WATER ON TUESDAY AND FRIDAY</li> <li>APPLY UP TO 3/4 - INCH OR LESS OF WATER EACH CYCLE</li> </ul> | <ul style="list-style-type: none"> <li>NO WATERING FROM 10 AM TO 4 PM</li> <li>ODD NUMBER ADDRESSES OR THOSE ENDING WITH N-Z OR NO ADDRESS MAY WATER ON SATURDAY</li> <li>EVEN NUMBER ADDRESSES OR THOSE ENDING WITH A-M MAY WATER ON SUNDAY</li> <li>NON-RESIDENTIAL ADDRESSES MAY WATER ON ONLY ON TUESDAY</li> <li>APPLY UP TO 3/4 - INCH OR LESS OF WATER ONE TIME PER WEEK</li> </ul> |



NARDUCCI WAREHOUSE  
 409 PALMETTO AVENUE  
 GREEN COVE SPRINGS, FLORIDA

REVISIONS :

9-3-2020	per City Comments
10-12-2020	per City Comments
11-2-2020	per City Comments

DATE : August 27, 2020  
 PROJECT NO. : 202051  
 DESIGNED BY : KGR  
 DRAWN BY : KGR  
 CHECKED BY : KGR  
 SCALE : N.T.S.

SHEET TITLE  
 LANDSCAPE  
 DETAILS  
 L-3  
 SHEET



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** November 10, 2020  
**FROM:** Michael Daniels, AICP, Planning & Zoning Director  
**SUBJECT:** Review and Approval of Green Cove Springs Citizens Christmas Parade

### BACKGROUND

Due to the City's cancellation of Christmas Parade, which could not be facilitated amid the unpredictable pandemic, citizens of Green Cove Springs have rallied and proposed a citizen-led Christmas parade. This proposal was discussed in October at City Council, after which time the organizer, Hope Chessel, submitted an official application to the City for the event.

The event is proposed to be on Saturday, December 5, 2020. Set-up would begin at 5:30PM, and the parade would start at 6:30PM. The parade would end at 7:30PM and all breakdown and clean up would be completed by approximately 8:00PM. Anticipated attendance for this event is 500 people. The parade route is 1.4 miles long and includes travel along the following roadways: Ferris Street, Spring Street, Walnut Street, St. Johns Avenue, Houston Street, and Magnolia Avenue. The applicant is requesting street closures for this event.

Ms. Chessel will coordinate with GCSPD and the Public Works Department to arrange police support, barricades, road closures, and minimal trash support. Parade organizers and participants are encouraged to follow CDC guidelines regarding Events and Gatherings.

At the end of the attached application is a map of the route submitted by the applicant.

### FISCAL IMPACT

None. Supporting departments will be paid for their help as provided for in their departmental policies.

### RECOMMENDATION

Staff recommends approval of application 202000999, a minor special event known as the Citizens Christmas Parade, including the road closures as proposed by the applicant.

#### **Recommended Motion:**

To approve application 202000999, a minor special event known as the Citizens Christmas Parade, including the road closures as proposed by the applicant.

RECEIVED  
OCT 26 2020

City of Green Cove Springs  
Special Event Application



Item #16.

**Instructions:** The information requested in this application will help staff approve your event and ensure adequate facilities are provided. Each section must be completed in its entirety. This application should be submitted to the Development Services Department a **minimum** of 10 days in advance for a minor event and 30 days in advance for a major event. Staff will determine whether the event is major or minor.

EVENT SUMMARY

**Event Title** Green Cove Springs Citizens Christmas Parade  
**Description** Golf Cart parade

- Event Purpose**
- |  |   |                                   |
|--|---|-----------------------------------|
| <input type="checkbox"/> Promotional Event | <input type="checkbox"/> Concert/Performance                | <input type="checkbox"/> Festival |
| <input type="checkbox"/> Fundraiser        | <input checked="" type="checkbox"/> Parade/Procession/March | <input type="checkbox"/> Walk/Run |
| <input type="checkbox"/> Outdoor Market    | <input type="checkbox"/> Community Gathering                | <input type="checkbox"/> Other    |

If other, please describe: \_\_\_\_\_

**Estimated Attendance** Peak 500 Average Per Day \_\_\_\_\_ Total \_\_\_\_\_

**Event Website** \_\_\_\_\_

Date/Time

Day of Event: 12/5/20 Set-Up: 5:30  AM  PM  
Start/End Time: 6:30-7:30 Breakdown: 8:00  AM  PM

**Location** Provide the address and a general description of the venue and space to be utilized there.  
Residential area + park streets (Spring park)  
(see map)

**Area of Event Site (SqFt or Acres):** 1.4 mi route

APPLICANT

Host Organization (if any)

Name	<u>n/a</u>
Address	
Phone Number	
Email	

Contact Person

Name	<u>Hope Chessel</u>
Address	<u>1310 North Street GCS FL 32043</u>
Phone Number	<u>904.476.1016</u>
Email	<u>Hope.Chessel@gmail.com</u>

**VENUE SPECIFICS**

Please provide a **site sketch** for the venue which shows: (1) ingress and egress to the site, (2) any requested closure of public roads or public parking spaces, (3) designated event parking, (4) location of first aide, (5) location of garbage and recycling cans to be provided, (6) location of restrooms (on-site and portable, including those which are ADA accessible) and handwashing stations, (7) location of vendors, (8) location of entertainment, and (9) location of any other event infrastructure.

**YES NO**

Are you requesting the closure of any roads or public parking spaces in conjunction with this event? If yes, please provide details. magnolia street between Park Street and fernis and roads east of magnolia  
\*See attached map\*

**NOTE: Road closures must be approved by City Council.**

Are you requesting any aide from the City for this event (police presence, barricades for road closures, etc.)? If yes, please provide details. Police, barricades, road closures, trash

**NOTE: Assistance is subject to availability and staff approval; payment for services may be required. If approved, assistance will be coordinated by the applicant with the appropriate department.**

Will there be any tents / canopies used as part of the event? If yes, please indicate how many and what size(s). \_\_\_\_\_

**NOTE: All tents must be properly anchored. Tents may require additional review, associated fees, and permitting. Staff will help you determine if a tent permit is required.**

**SUBMISSION INFORMATION**

Applications should be submitted to the Development Services Department. E-mail your completed application to [planning@greencovesprings.com](mailto:planning@greencovesprings.com) or mail / hand deliver your completed application to:

City of Green Cove Springs  
Development Services Department  
321 Walnut Street  
Green Cove Springs, FL 32043

Minor events are decisioned by the Site Development Review Team (SDRT). Major events must be approved by City Council. After an initial approval of a major event, additional information may be required, as written in City Code Sec. 117-791 of the city code.

Upon approval by SDRT (and when necessary, City Council) and payment of fees, staff will issue an event permit.

**FEES**

**Minor Event:** \$50

**Major Event:** \$500 + \$100 for each additional 1,000 persons over 5,000

The applicant will pay the appropriate fee based on estimated total attendance but must provide attendance figures after the event to verify fees paid.

**AFFIDAVIT OF APPLICANT**

I certify that I am at least eighteen (18) years old, that I am empowered to execute this application on behalf of the host organization, and that the information on this application is true and complete to the best of my knowledge. I agree to hold harmless, indemnify and defend the City of Green Cove Springs, its officers and employees from any liability costs and attorney fees, which may arise from the Special Event.

I understand that this Special Event application does not guarantee approval of my event or reservation of the event location. I understand that failure to provide information and/or failure to obtain permits by established deadlines will result in cancellation of such Special Event.

I agree to comply with all City ordinances and regulations in connection with this Special Event. I understand that the violation of any City ordinances and/or regulations during the event will result in immediate termination at the City's discretion and ineligibility for future Special Events.

I understand it is my responsibility to (1) ensure all vendors are properly licensed with the appropriate authorities and (2) return the site to its original condition after the event. Food vending is subject to inspection by the Department of Business and Professional Regulations, Division of Hotels and Restaurants (DBPR). Event coordinators are responsible for notifying DBPR that they intend to conduct an event with food vendors. Call DBPR – (850) 487.1395 for details. Alcoholic beverages may not be consumed as part of the event without the appropriate State and City approvals

I understand temporary signs and banners are not allowed in the City Limits of Green Cove Springs unless in areas designated by the City Manager or for events which are City Sponsored. Signage otherwise would be limited to the duration of the event.

I agree to pay the City for any services required in staging this Special Event. I understand that a Final Permit authorizing the conduct of the event will not be issued until all permit fees are paid and all required information has been provided.

If the event is cancelled after receipt of the permit, I understand a refund is not guaranteed. Any changes in venue or event dates must be submitted to the Development Services Department to be routed for review; approval of changes is not guaranteed.

**Applicant Signature**

*Hope Chessel*

**Applicant Printed Name**

Hope Chessel

**Applicant Title (if any)**

**Date**

10/23/20



> direction of travel  
roads to be traveled during parade



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council Regular Session **MEETING DATE:** November 10, 2020  
**FROM:** Scott Schultz, Assistant Water Utilities Director  
**SUBJECT:** City Council approval of Contractors Pay Request #4 in the amount of \$44,215.20 to Jax Utilities Management for Bid Award LC 2020-07, US 17 / SR 16 Force Main Modifications in the amount of \$412,915.00. *Scott Schultz*

### BACKGROUND

At the intersection of SR 16 and SR 15 (US 17) the force mains from US 17 South (Old Food Lion Warehouse) flows past to Lift Station #2 as a force main. The wastewater from the Cove Plaza and Cove Apartments empties into a gravity sewer just behind the intersection that flows through the wetlands (Green Cove Swamp) to Lift Station #2. This gravity sewer is in very bad shape and could not be videoed as part of the Sanitary Sewer Evaluation Survey (SSES) due to its condition and soggy ground from this summers rains. During storms and extremely high tide conditions, the manholes (which are too far apart and in disrepair) allow the river water to flow into Lift Station #2 and overwhelm the station. There is also high potential for a sanitary sewer overflow (SSO).

This task will be to route the Cove Apartments and Cove Plaza wastewater into the US 17 South force main which will eliminate the need for the gravity system through the wetlands. The cost is high as an evaluation of pumping / head capacity at the affected lift stations is required, design of how Cove Plaza and Apartments are injected, extensive underground surveying, FDOT permitting, preparation of blueprints and associated bid documents will be required. This task will take the project from design through completion, which includes construction inspection and closeout services.

This task will also support the broader Consolidated AWWTP project as well as any future development along Cooks Lane.

On 11/13/2018 Council approved a Task Order in the amount of \$71,000.00 with Mittauer & Associates for the design and bidding of the improvements.

On 2/4/2020 Council approved an increase to the wastewater capital improvement budget in the not to exceed amount of \$412,000.00 for the force main improvements.

### FISCAL IMPACT

\$44,215.20 from the Wastewater Department capital improvement budget.

\$87,369.48 from the Wastewater Department capital improvement budget.

Approve Contractors Pay Request #4 in the amount of \$44,215.20 to Jax Utilities Management for Bid Award LC 2020-07, US 17 / SR 16 Force Main Modifications in the amount of \$412,915.00

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO (OWNER):

City of Green Cove Springs  
900 Gum Street  
Green Cove Spgs, FL 32043-2803

PROJECT:

US17 / SR16 (Cooks Ln)  
Force Main Improvements

APPLICATION NO:

4

FROM (CONTRACTOR):

Jax Utilities Management, Inc

PERIOD TO:

October 25, 2020

CONTRACT FOR:

GCS Purchase Order #2722061

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Date Approved		
TOTALS	0.00	0.00

The undersigned Contractor certifies that 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 for by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and the current payment shown herein is now due.

CONTRACTOR:

Jax Utilities Management, Inc

By:

*[Signature]*

Date:

10/25/2020

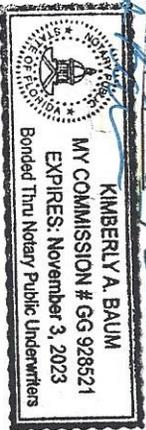
ARCHITECTS CERTIFICATE FOR PAYMENT

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.

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

- 1. ORIGINAL CONTRACT SUM \$412,915.00
- 2. Net Change by Change Orders \_\_\_\_\_
- 3. CONTRACT SUM TO DATE (LINE 1 +- 2) \$412,915.00
- 4. TOTAL COMPLETED AND STORED TO DATE \$346,620.20
- 5. RETAINAGE
  - a. 10% (Column D+E on G703) \$34,662.02
  - Total retainage (Line 5a, or Total in Column J of G703) \$34,662.02
- 6. TOTAL EARNED LESS RETAINAGE \$311,958.18  
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$267,742.96
- 8. CURRENT PAYMENT DUE \$44,215.20
- 9. BALANCE TO FINISH, PLUS RETAINAGE \$100,956.82  
(Line 3 less Line 6)

State of Florida County of Duval  
Subscribed and sworn before me 25 day of October, 2020  
Notary Public: Kimberly A. Baum  
My Commission expires November 3, 2023



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

PROJECT: **US17 / SR16 (Cooks Ln)**  
Force Main Improvements

Application # **4**  
Application Date **10/25/2020**  
Period To **10/25/2020**

ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)
A	B	C	D	E	F	G	H	
<b>1 PUMP STATION &amp; FORCE MAIN</b>								
	Mobilization / Survey	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00
	Erosion Control	5,000.00	4,000.00	250.00	0.00	4,250.00	85%	750.00
	Well	135,790.00	135,790.00	0.00	0.00	135,790.00	100%	0.00
	Dewatering	40,000.00	40,000.00	0.00	0.00	40,000.00	100%	0.00
	Pumps & Panel	97,512.00	48,756.00	24,378.00	0.00	73,134.00	75%	24,378.00
	Electrical	15,000.00	7,500.00	1,500.00	0.00	9,000.00	60%	6,000.00
	Guardrail	9,000.00	0.00	0.00	0.00	0.00	0%	9,000.00
	Fence	8,500.00	0.00	0.00	0.00	0.00	0%	8,500.00
	Driveway & Concrete Slab	10,000.00	0.00	7,500.00	0.00	7,500.00	75%	2,500.00
	Lift Station Piping	17,000.00	17,000.00	0.00	0.00	17,000.00	100%	0.00
	Grassing & Landscaping	5,000.00	0.00	500.00	0.00	500.00	10%	4,500.00
	Testing	2,000.00	400.00	0.00	0.00	400.00	20%	1,600.00
	394' - 6" Force Main	8,668.00	7,801.20	0.00	0.00	7,801.20	90%	866.80
	Connect to Existing Force Main	3,000.00	0.00	0.00	0.00	0.00	0%	3,000.00
	40' - 10" Gravity Sewer	2,400.00	2,400.00	0.00	0.00	2,400.00	100%	0.00
	Sewer Manhole	4,000.00	3,800.00	0.00	0.00	3,800.00	95%	200.00
	110 - 2" PVC Water Service	2,420.00	2,420.00	0.00	0.00	2,420.00	100%	0.00
	As-Builts	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00
<b>2 UNSUITABLE</b>								
	Unsuitable Soil - remove & replace (75 cy)	2,625.00	2,625.00	0.00	0.00	2,625.00	100%	0.00
<b>3 PERMITTING</b>								
	Pump Station Electric Service Permitting	15,000.00	0.00	15,000.00	0.00	15,000.00	100%	0.00
		<b>412,915.00</b>	<b>297,492.20</b>	<b>49,128.00</b>	<b>0.00</b>	<b>346,620.20</b>	<b>84%</b>	<b>66,294.80</b>



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Session **MEETING DATE:** November 10, 2020  
**FROM:** Laurie Griffin, Assistant Finance Director  
**SUBJECT:** Award of Bid LC 2020-15 for Substation Structures and Equipment.

### BACKGROUND

Bid LC 2020-15 was opened on October 27, 2020, there was one qualified bidder who responded to this project. Substation Enterprises Inc. had the responsive bid in the amount of \$167,000 for the Substation Structures and Equipment bid.

### FISCAL IMPACT

The funds for purchase of the Equipment and Structures in the amount of \$167,000.00 are in the Electric Departments Capital Improvement Fund for FY 21.

### RECOMMENDATION

Staff recommends the award of bid to Substation Enterprises Inc. in the amount of \$167,000.00



1531 Hunt Club Blvd, Suite 200  
Gallatin, TN 37066

(615) 527-7084  
[pdengineers.com](http://pdengineers.com)

October 30, 2020

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

**Subject: Comparison of Bid Proposals, Chapman Substation  
Structures & Equipment Procurement RFP LC2020-15**

Mr. Null:

On Oct. 1, 2020, the RFP LC2020-15 was issued publicly and also directly to five preferred vendors. On Oct. 27, the City received a proposal from one bidder, Substation Enterprises, Inc. (SEI). Below is a summary of the bid.

Bidder:	Substation Enterprises	Substation Enterprises (Alternate Switches)
<b>Lump Sum Bid</b>	<b>\$150,000.00</b>	<b>\$167,000.00</b>
Delivery	Goods	15-17 weeks
	Switches	26-28 weeks
Switch Mnfr	Cleaveland-Price	USCO
Warranty period		5-years
Weight of Steel (lbs)		25,967
Weight of Anchor Bolts (lbs)		696
Payment Terms		90% / 10%
Acknowledged Addenda		Yes
Exceptions		None

SEI's proposal included requested pricing data and signatures and sufficiently met the technical requirements of the RFP. The RFP requested delivery of all Goods within 21 weeks and SEI can meet that timeframe for everything except the Cleaveland-Price switches. To expedite the delivery, SEI has proposed an alternate switch manufacturer (USCO) for a \$17,000 adder. The USCO switches are comparable to those from Cleaveland-Price and we believe it is worth the added expense to keep this project on schedule.

Therefore, after evaluating the proposal, we recommend the City issue a purchase order to SEI for \$167,000.00, which includes the USCO switches. We advise that your legal counsel and procurement department review the SEI proposal for legal and business adequacy and conformance to the City's purchasing requirements.

Please call me at (615) 527-7077, should you have any questions or comments.

Sincerely,

**Patterson & Dewar Engineers, Inc.**

P. Anthony Hanson, P.E.  
Principal Engineer  
[ahanson@pdengineers.com](mailto:ahanson@pdengineers.com)

# Substation Enterprises, Inc.

Tel: (205) 685-2755 • Fax: (205) 685-2753

October 23, 2020

Ms. Laurie Griffin  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, FL 32043

RE: Chapman Substation Bid for Substation Structures and Materials

Dear Ms. Griffin:

It is our pleasure to offer a quotation for the Chapman Substation project. Our price to supply the package is **\$150,000**. This price is based on the enclosed Bill of Material. Delivery is 15-17 weeks, ARO for everything but the switches. Delivery for the Cleaveland-Price switches is 26-28 weeks, ARO. We can offer USCO brand switches to deliver in 15-17 weeks, ARO for an additional **\$17,000**. Also enclosed are the bid documents from the specifications. Please note the following:

- Substation Enterprises will invoice in full on shipment. Ninety percent must be paid within 30 days. The remaining ten percent must be paid within 90 days.
- Our warranty on the steel structures is 5 years from date of delivery. All equipment warranties will be per each manufacturer's standard warranty.
- Substation Enterprises does not have Professional Liability Insurance
- Submittal schedule will be as follows
  - o Steel calculations and anchor bolt drawings 4-6 weeks, ARO
  - o Electrical arrangement drawings with bill of materials 8-10 weeks, ARO
  - o Steel fabrication drawings 8-10 weeks, ARO

Thank you for the opportunity to quote this project. Please advise if there are any questions or comments.

Sincerely,



Michael Zarichnak, P.E.  
Engineering Manager

**BID FORM****1.01 BIDDER**

A. This Bid is hereby submitted by: Substation Enterprises (Seller)

**1.02 BID PRICE**

Seller shall perform Work for the following prices:

<u>Description</u>	<u>Total Price</u>
Substation structures & equipment	\$ <u>150,000</u>

Quoted prices shall be FOB to the Point of Destination. Seller has the responsibility of Goods during shipment. Freight shall be allowed and pre-paid. Buyer is tax-exempt and will provide certificate after award upon request.

**1.03 WARRANTY**

Buyer requests **5-year warranty** on Goods, which shall be included in the Total Price. If Seller includes alternate warranty period in Total Price, Seller shall state here the additional cost to provide a 5-year warranty.

A. Seller's proposed warranty period: 5 years (Attach detail of warranty).

B. Adder for 5-year warranty (if not included in Total Price): \_\_\_\_\_

**1.04 DELIVERY OF GOODS AND SUBMITTAL OF DRAWINGS**

Buyer requests submittal of design calculations within **6 weeks**, drawings for approval within **10 weeks**, and delivery of Goods by **within 150 CALENDAR DAYS**. Seller agrees to the following delivery schedule:

A. Submittal of design calculations (ARO): 4-6 weeks

B. Submittal of approval drawings (ARO): 8-10 weeks

C. Delivery of Switches: 26-28\* weeks

D. Delivery of Remaining Equipment: 15-17 weeks

**1.05 BID DETAILS**

A. Weight of steel: 25,967

B. Weight of anchor bolts: 696

C. Switch manufacturer: Cleveland-Price\*

\* See page 3

1.06 LIST OF EXCEPTIONS AND CLARIFICATIONS

\* use USCO switches for an additional \$17,000 and deliver in 15-17 weeks APO (Attach additional sheets as necessary)

1.07 ACKNOWLEDGEMENTS

A. By submitting this proposal, Seller:

- 1. Acknowledges receipt of addenda as follows: 1
2. Acknowledges and accepts the terms of liquidated damages as outlined or has included in paragraph above any proposed exceptions for Buyer's consideration.

1.08 SELLER'S ATTACHMENTS TO BID

A. Provide Bill of Material that shall be complete and include material descriptions, quantities, weights, manufacturer names, and catalog types.

- 1. Seller's Bill of Material included with proposal shall be used for evaluation purposes only. Seller is responsible for providing all equipment identified in these contract documents, exhibits, and drawings.

B. Provide certification of insurance with proposed limits.

1.09 BIDDER (SELLER) INFORMATION

Provide the contact information and details to where a purchase order should be issued:

Table with 2 columns: Field Name, Value. Fields include Company (Substation Enterprises Inc.), Name/Phone/Email (Michael Zarichnak, 205-685-2755, mgz@subenterprises.com), Address (145 Commercial CT, Alabaster AL 35007), Issue PO to (if different than above), Date Submitted (10/23/20).

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Green Cove Springs  
 by Michael Zarichnak Engineering Manager  
(print name of the public entity)  
(print individual's name and title)  
 for Substation Enterprises  
(print name of entity submitting sworn statement)  
 whose business address is 145 Commercial Ct  
Alabaster AL 35007  
 and (if applicable) its Federal Employer Identification Number (FEIN) is 63-1281630  
 (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as described in paragraph 287.133(1)(a), Florida Statute, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered affiliate.
- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement**

✓ **applies:**

-----Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

*Michael Zarichnok*  
Signature

Sworn to and subscribed before me this 23 day of October, 2020

Personally know: Michael Zarichnok Title: Engineering Manager

OR produced identification \_\_\_\_\_ Notary Public - State of ALABAMA

My commission expires 4-25-23  
(Type of identification)

*Carolyn Monella Smith*  
Printed typed or stamped commissioned name of notary public

**DRUG-FREE WORKPLACE COMPLIANCE FORM**

In order to have a drug-free workplace program, a business shall abide as follows:

The undersigned vendor/contractor in accordance with Florida Statute 287.087 hereby certifies that Substation Enterprises (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees or drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in item 1, above.
4. In the statement specified in item 1, notify the employees that as a condition of working on the commodities or contractual services which are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that, Substation Enterprises

\_\_\_\_\_ (name of business) fully complies/does not comply with the above requirements.

Michael Zaineb  
Vendor/Contractor Signature

10/23/20  
Date

### REFERENCES

The following are client/customer references for whom Substation Enterprises (Bidder) has provided products and/or services within the past year similar to those requested in this Bid Invitation. The City of Green Cove Springs may contact the listed references to request such information as it may deem appropriate relative to our company's and its representatives services, professionalism, integrity, reputation, competency and charges. We encourage these references to use complete candor in providing such information to the City of Green Cove Springs to use in its evaluation of our proposal.

Client/Customer	E- Mail Address	Phone No.	Contact Person
<i>see attached</i>			

Below are names, addresses, phone numbers and contact persons (if applicable) of professional or trade association (or similar organization) in which we are a member in good standing. The City of Green Cove Springs is encouraged to verify our status with the following.

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Michael Zarichnok / Substation Enterprises

Submitting Respondent

*Michael Zarichnok*

Signature

*10/23/20*

Date

TITLE: ITB LC 2020-15

**UTILITY REFERENCES**

1. Lea County Electric Cooperative  
1300 West Ave D  
Lovington, NM 88260  
Mr. Robert Capps – Purchasing  
P: 575-396-3631  
Projects: North Plant Substation, Waits Interchange, Caprock Substation.  
Supplied/designed steel structures and/or electrical materials
2. Peace River Electric Cooperative  
P.O. Box 1310  
Wauchula FL 33873  
Mr. Paul Roberts – V.P. of Technical Services  
P: 863-767-4650  
Projects: Wauchula, Lakewood Ranch, Duette, and SR70 Substations. Supplied/designed steel structures and/or electrical materials
3. Cleco Power, LLC  
2030 Donahue Ferry Road  
Pineville, LA 71361  
Mr. Walter Halbrook – Manager – T&D Engineering and Project Management  
P: 318-484-7410  
Projects: Red Bayou, Wax Lake, Hopkins St., Coughlin, Morbihan, and Bayou Vista Substations. Supplied/designed steel structures and/or electrical materials
4. Huntsville Utilities  
112 Spragin Street  
Huntsville, AL 35801  
Mr. Kim Hensley – Senior Engineer  
P: 256-535-1395  
Projects: Moontown, SE Water, Charity Lane, Northwest Primary. Supplied/designed steel structures and/or electrical materials
5. Priority Power Management  
690 E. Lamar Ave, Suite 500  
Arlington, TX 76011  
Kevin Yung – Chief Development and Risk Officer  
P: 972-314-9008  
Projects: Nuevo, Big Lake, Reliance, Endeavor, Tex Isle, Lucid Red Hills, DCP Pettus, Parsley Trees, and Redcliff Substations. Supplied/designed steel structures and/or electrical materials



**STANDARD ADDENDUM  
TO ALL  
CITY CONTRACTS AND AGREEMENTS**

Any other provisions of the Contract or Agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said Contract or Agreement or not, and shall be deemed an integral part of said Contract or Agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the Contract or Agreement address a particular matter in a manner which results in a lower cost to the City than this Standard Addendum, then such provisions of the Contract or Agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the Contract or Agreement providing construction, labor, materials, professional services, and/or equipment to the City thereunder; the term "City" means Green Cove Springs, a municipal corporation of the State of Florida, its City Council, or any other name or label set forth in the Contract or Agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Contract or Agreement (the Work) shall be made by the City in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the City shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services sub-contracted for by the Contractor for which the City has agreed to reimburse the Contractor shall not be marked up, but shall be payable by the City only in the exact amount reasonably incurred by the Contractor. No other such sub-contracted services shall be reimbursed.
3. In the event the Contract or Agreement is for professional services, charged on a time basis, the City shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its sub-contractors, employees, officers, or agents in connection with the services being rendered.
4. The City shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
5. The City shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor, except as follows, and then only at \$0.05 per page [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner which expressly provides for the City to reimburse the Contractor for the same, then the City shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes or as otherwise limited by Florida law. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Contractor for his, her, or its reasonable expense incurred

thereby provided prior written approval of the City Manager of the City or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the City by the Contractor under the Contract or Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the City for all bidders requesting the same, and five (5) complete sets of such drawings and/or plans shall be reproduced and delivered to the City without cost.
8. With respect to any indemnification by the City provided under the Contract or Agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
9. In that the City is a governmental agency exempt from sales tax, the City shall pay no such taxes, any other provisions of the Contract or Agreement to the contrary notwithstanding. The City shall provide proof of its exempt status upon reasonable request.
10. Any pre-printed provisions of the Contract or Agreement to the contrary notwithstanding, the same shall not automatically be renewed but shall be renewed only upon subsequent agreement of the parties.
11. The Contractor acknowledges that in the budget for each fiscal year of the City during which the term of the Contract or Agreement is in effect, a limited amount of funds are appropriated which are available to make payments arising under the Contract or Agreement. Any other provisions of the Contract or Agreement to the contrary notwithstanding, and pursuant to applicable Florida Statutes, the maximum payment that the City is obligated to make under the Contract or Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

CONTRACTOR

By: Michael Zarichnah Engineering Manager  
(Printed Name and Title)



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

Item #18.

The Ohio Casualty Insurance Company
BID OR PROPOSAL BOND
(Private Work)

KNOW ALL MEN BY THESE PRESENTS, That we, Substation Enterprises, Inc.

(hereinafter called Principal), and The Ohio Casualty Insurance Company (hereinafter called Surety),
as Surety, are held and firmly bound unto City of Green Cave Springs
(hereinafter called the Obligee) in the penal
sum of Ten Percent of Bid Amount

Dollars (10% of Bid Amount) lawful money of the United States, for the
payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the said Principal has
submitted the accompanying bid, dated October 27, 2020 for Substation materials for Chapman
Substation

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the
Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the
faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of
said award; or if the Principal shall, in the case of failure to do so, indemnify the Obligee against any loss the
Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this
obligation shall be null and void; otherwise to remain in full force and virtue.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to
execution of the final contract shall furnish evidence satisfactory to Principal and Surety that financing has been
firmly committed to cover the entire cost of the project.

Signed, Sealed and Dated: October 27, 2020

Substation Enterprises, Inc.
Principal

By: [Signature]

The Ohio Casualty Insurance Company

By: Timothy A. Mikolajewski
Attorney-in-fact Timothy A. Mikolajewski





This Power of Attorney binds the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

Item #18.

POWER OF ATTORNEY

Principal: Substation Enterprises, Inc.
Agency Name: Houseal Agency Inc
Obligee: City of Green Cave Springs
Bid Bond Amount: ( 10% of Bid Amount ) Ten Percent of Bid Amount
Bond Number: BID-0005949

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 27th day of October, 2020.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE 02 Item #18.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Houseal Agency, Inc. 3918 Montclair Road, Suite 208 Birmingham, AL 35213-1389 Bill Houseal	205-871-3894		<b>CONTACT NAME:</b> Dana Sims <b>PHONE (A/C, No, Ext):</b> 205-871-3894 <b>E-MAIL ADDRESS:</b> dana@wbhins.com	<b>FAX (A/C, No):</b> 205-871-3898
	<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b> Substation Enterprises, Inc. P.O. Box 2010 Alabaster, AL 35007	<b>INSURER A:</b> Sentry Insurance Cos		24988	
	<b>INSURER B:</b> Benchmark Insurance Company		41394	
	<b>INSURER C:</b>			
	<b>INSURER D:</b>			
	<b>INSURER E:</b>			
<b>INSURER F:</b>				

### COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			A0116409004	10/17/2019	10/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A0116409001	10/17/2019	10/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			A0116409005	10/17/2019	10/17/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC044-0035934-2020A	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER      PROOFIN      CANCELLATION

<b>Proof Of Insurance</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Bill Houseal

BILL OF MATERIAL				
SUBSTATION ENTERPRISES				
145 Commercial Court			CITY OF GREEN COVE SPRINGS	
P.O. Box 2010			CHAPMAN SUBSTATION 230 TO 25 KV	
Alabaster, AL 35007				
Ph. 205-685-2755				
Fax. 205-685-2753			PROJECT NO:	CJ-3900
ITEM	QTY	MFG	CAT. NO.	DESCRIPTION
1	25967	MID		STEEL STRUCTURES, HOT-DIPPED GALVANIZED AFTER FABRICATION AND ASSEMBLED WITHIN LIMITATIONS OF TRUCKING
2	24	UI		ANCHOR BOLT: 1-1/4" WITH 2HHN,2FW
2A	36	UI		ANCHOR BOLT: 1" WITH 2HHN,2FW
2B	16	UI		ANCHOR BOLT: 3/4" WITH 2HHN,2FW
2C	8	UI		ANCHOR BOLT: 3/4" X 12" WITH 2HHN,2FW
8	8	SEI		SWITCH OPERATOR GROUND PLATFORM, 3' X 4'
8A	16	AE	GC143AG2	GROUND CONN
11	1	CLEAV-PRICE	V2-CA	SWITCH: 230 KV 1200 AMP GROUP OPERATED VERTICAL BREAK, ALUMINUM LIVE PARTS, COMPLETE WITH STANDARD ARCING HORNS, WORM GEAR MECH, TINNED TERM PADS, POSITION INDICATORS, AND ASSEMBLED ON TR-304 INSULATORS
12	1	CLEAV-PRICE	V2-CA	SWITCH: 25 KV 1200 AMP GROUP OPERATED VERTICAL BREAK, ALUMINUM LIVE PARTS, QUICK BREAK WHIPS, SWING HANDLE CONTROL, AND TR-208 INSULATORS
14	4	CLEAV-PRICE	CB-CV	SWITCH: 25 KV 1200 AMP GROUP OPERATED CENTER BREAK VEE, <b>COPPER</b> LIVE PARTS, QUICK BREAK WHIPS, SWING HANDLE CONTROL, AND TR-208 INSULATORS

ITEM	QTY	MFG	CAT. NO.	DESCRIPTION
15	2	CLEAV-PRICE	RL-C	SWITCH: 25 KV 1200 AMP GROUP OPERATED SIDE BREAK, COPPER LIVE PARTS, QUICK BREAK WHIPS, SWING HANDLE CONTROL, AND TR-208 INSULATORS
16	18	CLEAV-PRICE	LCO-C	SWITCH: 25 KV 1200 AMP HOOKSTICK DISCONNECT, TINNED TERM PADS, TR-208 INSULATORS, AND GALV BASE
16	72	SEIB		BOLTS:
20	1	S&C	98052-D	FUSED DISCONNECT, FAULT TAMER
20	4	SEIB		BOLTS
20A	5	S&C		FUSE UNIT,
20B	1	S&C	98252	BACKUP LIMITER
31	33	NEWELL		INSULATOR: 25 KV STATION POST TR-208
31	132	SEIB		BOLTS:
40	6	OB	2216157314	LIGHTNING ARRESTER, 15.3 KV MCOV RISER POLE POLYMER
40	6	SEIB		BOLTS:
50	6	BY	OTHERS	METERING TRANSFORMERS, (CT'S AND PTS)
50	24	SEIB		BOLTS:
51	3	RITZ	VEF25-10	POTENTIAL TRANSFORMER, 25 KV, 120:1 SINGLE BUSHING
51	12	SEIB		BOLTS:
52	1	BY	OTHERS	STATION SERVICE TRANSFORMER
52	4	SEIB		BOLTS:
61	400	BUS		BUS: 3" IPS AL 6063-T6 (10 PCS @ 40')
62	360	BUS		BUS: 2" IPS AL 6063-T6 (9 PCS @ 40')
63	700	ALWIRE		CABLE: 266 ACSR (DAMPENING)

ITEM	QTY	MFG	CAT. NO.	DESCRIPTION
64	400	CUWIRE		CABLE: 500 BARE COPPER SD
65	125	CUWIRE		CABLE: 750 BARE COPPER HD
66	280	CUWIRE		CABLE: 750 BARE COPPER SD
67	750	CUWIRE		CABLE: 4/0 BARE COPPER
68	350	CUWIRE		CABLE: #2 STRANDED BARE COPPER
70	3	AE	WTTFR3060B2	TEE CONN WELDED 3" AL TO 2-HOLE PAD
70A	21	AE	WTT3030	TEE CONN WELDED 3" AL MAIN & TAP
70B	7	AE	T2CC050025	TEE CONN BOLTED (2) 500 CU MAIN TO #2 CU TAP
70C	3	AE	WTT3020	TEE CONN WELDED 3" AL MAIN TO 2" AL TAP
70D	3	AE	TLS89L	TEE CONN BOLTED 750 CU TO LA PAD
70E	9	AE	WTT2020	TEE CONN WELDED 2" AL MAIN & TAP
70F	6	AE	WTTFR1024B2	TEE CONN WELDED 2" AL TO 2-HOLE PAD
70G	6	AE	WTTFR1024C	TEE CONN WELDED 2" AL TO 4-HOLE PAD
71	12	AE	WLI903030	COUPLER WELDED 3" AL 90 DEGREES
71C	21	AE	WLI902020	COUPLER WELDED 2" AL 90 DEGREES
72	3	AE	WSTF40C	TERM CONN WELDED 4" AL TO 4-HOLE PAD
72	12	SEIB		BOLTS:
72A	42	AE	WSTF30C	TERM CONN WELDED 3" AL TO 3" WIDE 4-HOLE PAD
72A	168	SEIB		BOLTS:

ITEM	QTY	MFG	CAT. NO.	DESCRIPTION
72B	6	AE	SWHD100C	TERM CONN BOLTED (2) 750 CU TO 4-HOLE PAD
72B	24	SEIB		BOLTS:
72C	36	AE	SWHD050C	TERM CONN BOLTED (2) 500 CU TO 4-HOLE PAD
72C	144	SEIB		BOLTS:
72D	9	AE	SWL025B	TERM CONN BOLTED #2 CU TO 2-HOLE PAD
72D	18	SEIB		BOLTS:
72E	18	AE	SWH100C	TERM CONN BOLTED 750 CU TO 4-HOLE PAD
72E	72	SEIB		BOLTS:
72F	18	AE	WSTF20C	TERM CONN WELDED 2" AL TO 4-HOLE PAD
72F	72	SEIB		BOLTS:
72G	3	AE	WSTF20CY90	TERM CONN WELDED 2" AL TO 4-HOLE PAD AT 90 DEGREES
72G	12	SEIB		BOLTS:
73A	15	AE	WTH303	BUS SUPPORT WELDED 3" AL TO 3" B.C.
73B	18	AE	WTH203	BUS SUPPORT WELDED 2" AL TO 3" B.C.
75	13	AE	KR3	PARALLEL CONN
76	12	AE	BR1100N	STRAIN CLAMP 750 CU
76	6	OB	4050021301	SUSPENSION INSULATOR, 25 KV POLYMER
76	12	AE	SA06	SOCKET EYE
76	12	AE	YBC30	Y-CLEVIS BALL
76	12	AE	AS25L	ANCHOR SHACKLE
76	6	SEI		YOKE PLATE
77	3	AE	ACBI30	CORONA END CAP FOR 3" AL
77A	15	AE	ACBI20	CORONA END CAP FOR 2" AL
78A	15	SMI	TP-C	TRANSITION PLATE 4-HOLE, 3" PAD

ITEM	QTY	MFG	CAT. NO.	DESCRIPTION
78B	9	SMI	TP-B	TRANSITION PLATE 2-HOLE
79	18	AE	KR5	PARALLEL CONN 500 CU
79A	12	AE	KR6	PARALLEL CONN 750 CU
80	40	AE	GC143AG2	GROUND CONN TWO PIECE DOUBLE GROOVE 1/0--4/0 CU TO FLAT
80A	115	AE	GC141AG2	GROUND CONN TWO PIECE SINGLE GROOVE 1/0--4/0 CU TO FLAT
80C	10	AE	SWL025B	GROUND TERMINAL 4/0 CU TO 2-HOLE PAD
80C	20	SEIB		BOLTS:
82		BY	OTHERS	BELOW GRADE GROUNDING
100	10	C.P.	SETS	PHASE MARKERS, PORCELAIN ENAMEL 4" LETTERS AS FOLLOWS: "A" WHITE LETTER ON RED BACKGROUND, "B" BLACK LETTER ON WHITE BACKGROUND, & "C" WHITE LETTER ON BLUE BACKGROUND
101	80	ALMETEK	TR32	IDENTIFICATION NUMBERS, .025" ALUMINUM, 3" EMBOSSED BLACK NUMERALS AND LETTERS ON YELLOW BACKGROUND WITH CLEAR ENAMEL TOP COAT AS FOLLOWS:
101	20	ALMETEK		HOLDERS,
102	2	HOLOPH ANE	PXLW 800LM WD MVOLT 40K 70CRI UNM DWHXD	PETROLUX LED
102	2	HOLOPH ANE	BALED 5L 4K AS P G	BANTAM LED
102	2	HOLOPH ANE	072332 DWHXD	MOUNTING BRACKET
104		BY	OTHERS	CONDUIT, CONTROL CABLE, JUNCTION BOXES, ETC

## **AGREEMENT FOR PROFESSIONAL CONSTRUCTION SERVICES**

### **Substation Structures & Equipment for Chapman Substation**

This Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Green Cove Springs, Florida, a municipal corporation under the laws of the State of Florida whose address is: 321 Walnut Street, Green Cove Springs, Florida, 32043, hereinafter referred to as “CITY” and Substation Enterprises, Inc. , whose address is: 145 Commercial Court, Alabaster, Alabama 35007, hereinafter referred to as “CONTRACTOR.”

#### **WITNESSETH**

WHEREAS, the CITY requires a qualified firm to build and install designated substation structures and equipment for the Chapman Substation and

WHEREAS, the CITY solicited a proposal for services LC 2020-15.

WHEREAS, the CONTRACTOR submitted a proposal to provide said services and has represented to the CITY that it is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable laws and professional standards.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

#### **1.0 TERM**

- 1.1 This Agreement is to become effective upon execution by both parties and shall remain in effect until completion of the work outlined in LC 2020-15 Substation Structures and Equipment for Chapman Substation.

#### **2.0 DESCRIPTION OF SERVICES**

- 2.1 It is expressly understood and acknowledged that the CONTRACTOR shall provide those services as more particularly described in Exhibit “A” (Bid Proposal Form and CONTRACTOR’S Quotation dated 10/27/2020).
- 2.2 The CONTRACTOR shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the CONTRACTOR. Upon receipt and approval by the CONTRACTOR of

the signed Notice to Proceed from the CITY, the CONTRACTOR shall perform the services set forth herein.

### **3.0 SCHEDULE**

- 3.1 The CONTRACTOR shall perform services in conformance with the mutually agreed upon schedule consistent with the completion of the project and the fee proposal attached herein as Exhibit "A". The CONTRACTOR shall complete all services in a timely manner and will keep the CITY fully informed of the status of the work on a reasonable basis in relation to the scope of the project or at least monthly. Should the CONTRACTOR fall behind the agreed upon schedule it shall employ such resources necessary to comply with the agreed upon schedule at no additional cost to the CITY.
- 3.2 Except for cases of Force Majeure, as defined in Section 17, no extension for completion of services shall be granted to the CONTRACTOR without the CITY'S prior written consent.

### **4.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES**

- 4.1 The CITY shall pay 90% of the total bid price of \$167,000 upon shipment of the Substation Structures and Equipment and the remaining 10% after the completion of field assembly and testing, net 30 days. The City agrees to pay the CONTRACTOR the remaining 10% without testing being completed, if there is a more than 90-day delay in the CONTRACTORS ability to test the installed equipment which is beyond their control. However waiver of the testing does not in any way void the 5-year warranty and guarantee by the manufacturer the equipment is in good working order. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and the CONTRACTOR in advance and in writing and must be based upon items that are beyond the Project Scope of Services in Exhibits "A".
- 4.2 In the event of termination by the CITY under Section 16.0 during the performance of the services, payments due the CONTRACTOR up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

### **5.0 RIGHT TO INSPECTION**

- 5.1 The CITY or its agents shall have the right to review or observe the services performed by the CONTRACTOR. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibility under this Agreement.

### **6.0 PROGRESS MEETING**

- 6.1 The CITY'S designated Project Manager may request periodic progress briefings during the term of this Agreement.

**7.0 SAFETY**

- 7.1 The CONTRACTOR or their SUCONTRACTOR agrees to comply with the CITY'S published safety standards while on the property of the CITY.
- 7.2 The CONTRACTOR or their SUBCONTRACTOR shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

**8.0 REASONABLE ACCESS**

- 8.1 During the term of this Agreement, the CITY shall grant the CONTRACTOR reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

**9.0 INSURANCE/BONDS AND HOLD HARMLESS / INDEMNIFICATION**

- 9.1 The CONTRACTOR shall maintain in force during the term of this Agreement, at its own expense, insurance set forth in Exhibit "A", attached hereto and incorporated herein, and shall indemnify, defend and hold harmless the City for any and all third party claims, suits, judgments or damages, losses and expenses, including court costs, to the extent of the CONTRACTOR'S negligence.

**10.0 COMPLIANCE WITH LAWS AND REGULATIONS**

- 10.1 The CONTRACTOR or their agents shall comply with all requirements of Federal, State, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

**11.0 REPRESENTATIONS**

- 11.1 The CONTRACTOR represents that the services provided hereunder shall conform to all requirements of this Agreement, response thereto and any amendments or supplements thereto; shall be consistent with recognized and sound professional construction

management practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.

- 11.2 The recommendations, advice, budgetary information and schedules to be furnished by CONTRACTOR under this Agreement shall not be deemed to be representations, warranties, or guarantees or constitute the performance of licensed professional services that constitute the practice of architecture or engineering. CONTRACTOR shall cause any such services, as applicable to the scope of work, to be provided by a properly licensed design professional. Any claim by Owner for damage, loss, or expense, based directly or indirectly upon acts, errors, or omissions of any architect, engineer, or other design professional who CONTRACTOR is required to engage in connection with this Agreement shall be made by Owner against said design professional and its insurer(s) only, and CONTRACTOR shall have no liability of any kind, direct or indirect, for the professional negligence of said design professional under this Agreement or otherwise.

In no event shall CONTRACTOR's liability arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under this Agreement exceed the value of the contract whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omissions or otherwise, provided that such limitation of liability shall not apply to CONTRACTOR's indemnity obligations for claims asserted against the Owner by third parties for personal injury or tangible property damage caused by the negligence of the CONTRACTOR or its employees.

- 11.3 The CONTRACTOR represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 11.4 Subject to the provisions of this Section, should the CONTRACTOR breach the warranties set forth herein, the CITY shall have such remedies as may be provided at law or equity.

## **12.0 DOCUMENTS**

- 12.1 Upon the CITY'S or its designated Project Manager's request, at any time during the term of this Agreement, or upon completion or termination of this Agreement, the CONTRACTOR shall provide the CITY, or its designated Project Manager, with a copy of all documents, plans, drawings and electronic files prepared by the CONTRACTOR under this Agreement.

### **13.0 ASSIGNMENT**

- 13.1 The CONTRACTOR shall not assign or subcontract this Agreement or any rights or monies due or to become due hereunder without the prior written consent of the CITY.
- 13.2 If, upon receiving written approval from the CITY, any part of this Agreement is subcontracted by the CONTRACTOR, the CONTRACTOR shall be fully responsible to the CITY for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
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- 13.4 If any part of this Agreement is subcontracted by the CONTRACTOR prior to commencement of any work by the subcontractor, the CONTRACTOR shall require the subcontractor to provide the CITY and its affiliates with insurance coverage as required by the CITY.

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- 14.1 At all times during the term of this Agreement, the CONTRACTOR shall be considered an Independent Contractor.

### **15.0 DEFAULT**

- 15.1 If, during the term of this Agreement, the CONTRACTOR shall be found in default of any of the material provisions of this Agreement, the CITY may suspend its performance hereunder until such delinquency or default has been corrected; the CITY shall notify the CONTRACTOR in writing and of the deficiency and allow them ten (10) days to initiate and diligently pursue a cure to the default before suspending them. If the CONTRACTOR fails to correct such delinquency within one hundred and twenty (120) days, the CITY may terminate this Agreement.

### **16.0 TERMINATION**

- 16.1 Notwithstanding any other provision of this Agreement, the CITY may, upon written notice to the CONTRACTOR, terminate this Agreement if: a) the CONTRACTOR is adjudged to be bankrupt; b) the CONTRACTOR makes a general assignment for the benefit of its creditors; or c) the CONTRACTOR fails to comply with any of the conditions or provisions of this Agreement, without prejudice to any other right or

remedy the CITY may have under this Agreement. In the event of such termination, the CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

- 16.2 The CONTRACTOR may stop work or terminate if through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 60 days by owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment within 30 days after it is submitted or Owner fails to pay CONTRACTOR in accordance with Florida's Prompt Payment Act any sum finally determined to be due, then CONTRACTOR may, upon 10 days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment invoiced for services rendered to date. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon 10 days' written notice to Owner stop the Work until payment is made of all such amounts due CONTRACTOR.
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- 17.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if, and to the extent, caused by acts of God, fire, flood, pandemic, windstorm, explosion, riot, war, sabotage, strikes, extraordinary breakdown of or damage to the CITY'S affiliates' generating plants, their equipment or facilities; court injunction or order; Federal and/or State law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for one hundred and twenty (120) days, either party may terminate this Agreement.

### **18.0 PUBLIC RECORDS REQUIREMENTS**

- 18.1 Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:
1. Keep and maintain public records required by the public agency (City/Organization) to perform the service.

2. Upon request from the public agency's custodian of public records (City Clerk), provide the public agency 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, F.S. or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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## **22.0 WAIVER AND ELECTION OF REMEDIES**

- 22.1 Waiver by either party of any terms, conditions, or provisions of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.
- 22.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

## **23.0 THIRD PARTY RIGHTS**

- 23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CITY and the CONTRACTOR.

## **24.0 PROHIBITION AGAINST CONTINGENT FEES**

- 24.1 The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

## **25.0 ENTIRE AGREEMENT**

- 25.1 Except as otherwise stated, this Agreement, including the schedules, attachments, appendixes, and exhibits attached hereto, constitutes the entire Agreement between the CITY and the CONTRACTOR with respect to the service specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

## **26.0 SOVEREIGN IMMUNITY**

- 26.1 Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY'S potential liability under Federal or State law.

## **27.0 WARRANTY**

27.1 CONTRACTOR’S five-year Warranty, as set forth in Exhibit “A”, shall apply in lieu of all other warranties, express or implied.

**28.0 LIMITATION OF LIABILITY**

28.1 Neither Party shall in any event be liable to the other party for any indirect, special or consequential damages whatsoever, under any theory of relief including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to that party’s acts or omissions. Neither Party shall be liable to the other Party for terms greater than those set forth in section 11.2 above. Any action for breach of contract or otherwise must be commenced within one year after the cause of the action has occurred.

**29.0 NOTICE**

29.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage pre-paid, to:

CITY: Mike Null, Assistant City Manager  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, FL 32043

CONTRACTOR:

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

**City of Green Cove Springs**

\_\_\_\_\_  
B. Van Royal, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Kennedy, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

\_\_\_\_\_  
Date

AS TO FORM ONLY:

\_\_\_\_\_  
L. J. Arnold, III, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Substation Enterprises, Inc.

\_\_\_\_\_  
Date



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Session

**MEETING DATE:** November 10, 2020

**FROM:** Laurie Griffin, Assistant Finance Director

**SUBJECT:** Award of Bid LC 2020-16 for the 27 kV Breaker

### BACKGROUND

Bid LC 2020-16 was opened on October 27, 2020, there were two qualified bidders who responded to this project. Siemens Energy and Superior Power Products (ABB) were the two bidders with Siemens Energy being the lowest qualified firm with a bid of \$52,824.00

### FISCAL IMPACT

The funds for purchase of the 27 kV Breaker in the amount of \$52,824.00 are in the Electric Departments Capital Improvement Fund for FY 21.

### RECOMMENDATION

Staff recommends the award of bid to Siemens Energy in the amount of \$52,824.00



1531 Hunt Club Blvd, Suite 200  
Gallatin, TN 37066

(615) 527-7084  
[pdengineers.com](http://pdengineers.com)

November 2, 2020

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

**Subject: Comparison of Bid Proposals, Chapman Substation  
Two 27kV 1200A Circuit Breakers Procurement RFP LC2020-16**

Mr. Null:

On Oct. 1, 2020, the RFP LC2020-16 was issued publicly and also directly to three preferred vendors. On Oct. 27, the City received two proposals. Below is a summary of the bids.

Bidder:	Siemens	ABB
<b>Lump Sum Bid</b>	<b>\$52,824.00</b>	<b>\$53,974.00</b>
Delivery of Goods (120 Days)	14-16 weeks	15-17 weeks
Warranty period	5-year	5-year
Weight of Breaker (lbs)	2,809	2,400
Payment Terms	100% upon shipment	Net 60 Days
Exceptions	Yes (terms & conditions, other minor notes, etc.)	Yes (Liq. Damages, terms & conditions, etc.)

Both proposals included requested pricing data and signatures and each sufficiently met the technical requirements of the RFP. After evaluating the proposals, we recommend the City issue a purchase order to Siemens, Inc. for \$52,824.00. We advise that your legal counsel and procurement department review the Siemens proposal for legal and business adequacy and conformance to the City's purchasing requirements.

Please call me at (615) 527-7077, should you have any questions or comments.

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](mailto:ahanson@pdengineers.com)

### BID FORM

#### 1.01 BIDDER

A. This Bid is hereby submitted by: Siemens Industry, Inc. (Seller)

#### 1.02 BID PRICE

Seller shall perform Work for the following prices:

<u>Description</u>	<u>Total Price</u>
Two 27kV 1,200A 25kA Circuit Breakers	\$ <u>52,824.00</u>

Quoted prices shall be FOB to the Point of Destination. Seller has the responsibility of Goods during shipment. Freight shall be allowed and pre-paid. Buyer is tax-exempt and will provide certificate after award upon request.

#### 1.03 WARRANTY

Buyer requests **5-year warranty** on Goods, which shall be included in the Total Price. If Seller includes alternate warranty period in Total Price, Seller shall state here the additional cost to provide a 5-year warranty.

A. Seller's proposed warranty period: 54/60 Months (*Attach detail of warranty*). See Proposal SF201701951 for warranty details.

B. Adder for 5-year warranty (*if not included in Total Price*): Included

#### 1.04 DELIVERY OF GOODS AND SUBMITTAL OF DRAWINGS

Buyer requests submittal of drawings for approval within **8 weeks** and delivery of Goods by **within 120 CALENDAR DAYS**. Seller agrees to the following delivery schedule:

Drawings for Approval	Delivery of Goods

#### 1.05 BID DETAILS

A. Name of manufacturer: Siemens Industry, Inc.

B. Method of shipment: Truck

C. Location of manufacturing facility: Querétaro, Mexico

D. Circuit Breaker type and Interrupting Medium : SDV7-SE Vacuum Circuit Breaker

E. Maximum number of operations at maximum rated short circuit current before maintenance is required: 50

F. Breaker opening time 38ms

G. Breaker closing time 55ms

H. Recommended maintenance required and recommended maintenance intervals: 5 years before cleaning and lubrication

I. Circuit Breaker weights:

1. Net weight of Breaker 2809 Pounds

2. Shipping weight of Breaker , less bushings and loose parts 2893 Pounds  
(Ships with bushings installed)

J. List spare parts that are NOT included in the total bid price, but are recommended by manufacturer, with net prices shown FOB site.

See Proposal SF201701951 for recommended spare parts.

**1.06 LIST OF EXCEPTIONS AND CLARIFICATIONS**

See Proposal SF201701951 for comments and clarifications.  
(Attach additional sheets as necessary)

**1.07 ACKNOWLEDGEMENTS**

A. By submitting this proposal, Seller:

1. Acknowledges receipt of addenda as follows: NA

2. Acknowledges and accepts the terms of liquidated damages as outlined or has included in paragraph above any proposed exceptions for Buyer’s consideration.

**1.08 SELLER’S ATTACHMENTS TO BID**

A. Provide outline drawing of breaker.

B. Provide certification of insurance with proposed limits.

**1.09 BIDDER (SELLER) INFORMATION**

Provide the contact information and details to where a purchase order should be issued:

Company	Siemens Industry, Inc.
Name/ Phone/Email	Kerry Fuller/919-594-9117/kerry.fuller@siemesn.com
Address	7000 Siemens Road, Wendell, NC 27591
Issue PO to <i>(if different than above)</i>	same
Date Submitted	10/23/2020

## **AGREEMENT FOR PROFESSIONAL CONSTRUCTION SERVICES**

### **Two 27 kV Circuit Breaker for Chapman Substation**

This Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Green Cove Springs, Florida, a municipal corporation under the laws of the State of Florida whose address is: 321 Walnut Street, Green Cove Springs, Florida, 32043, hereinafter referred to as “CITY” and Siemens Energy, Inc., whose address is: 444 Hwy S. Richland, Mississippi 39042 , hereinafter referred to as “CONTRACTOR.”

#### **WITNESSETH**

WHEREAS, the CITY requires a qualified firm to build and install two 27kV Circuit Breaker for the Chapman Substation and

WHEREAS, the CITY solicited a proposal for services LC 2020-16.

WHEREAS, the CONTRACTOR submitted a proposal to provide said services and has represented to the CITY that it is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable laws and professional standards.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

#### **1.0 TERM**

- 1.1 This Agreement is to become effective upon execution by both parties and shall remain in effect until completion of the work outlined in bid LC 2020-16 for two 27 kV Circuit Breaker for Chapman Substation.

#### **2.0 DESCRIPTION OF SERVICES**

- 2.1 It is expressly understood and acknowledged that the CONTRACTOR shall provide those services as more particularly described in Exhibit “A” (Bid Proposal Form and CONTRACTOR’S Quotation dated 10/27/2020).
- 2.2 The CONTRACTOR shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the CONTRACTOR. Upon receipt and approval by the CONTRACTOR of

the signed Notice to Proceed from the CITY, the CONTRACTOR shall perform the services set forth herein.

### **3.0 SCHEDULE**

- 3.1 The CONTRACTOR shall perform services in conformance with the mutually agreed upon schedule consistent with the completion of the project and the fee proposal attached herein as Exhibit "A". The CONTRACTOR shall complete all services in a timely manner and will keep the CITY fully informed of the status of the work on a reasonable basis in relation to the scope of the project or at least monthly. Should the CONTRACTOR fall behind the agreed upon schedule it shall employ such resources necessary to comply with the agreed upon schedule at no additional cost to the CITY.
- 3.2 Except for cases of Force Majeure, as defined in Section 17, no extension for completion of services shall be granted to the CONTRACTOR without the CITY'S prior written consent.

### **4.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES**

- 4.1 The CITY shall pay 90% of the total bid price of \$52,824.00 upon shipment of the two 27 kV Circuit Breakers for Chapman Substation and the remaining 10% after the completion of field assembly and testing, net 30 days. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and the CONTRACTOR in advance and in writing and must be based upon items that are beyond the Project Scope of Services in Exhibits "A".
- 4.2 In the event of termination by the CITY under Section 16.0 during the performance of the services, payments due the CONTRACTOR up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

### **5.0 RIGHT TO INSPECTION**

- 5.1 The CITY or its agents shall have the right to review or observe the services performed by the CONTRACTOR. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibility under this Agreement.

### **6.0 PROGRESS MEETING**

- 6.1 The CITY'S designated Project Manager may request periodic progress briefings during the term of this Agreement.

**7.0 SAFETY**

- 7.1 The CONTRACTOR or their SUCONTRACTOR agrees to comply with the CITY'S published safety standards while on the property of the CITY.
- 7.2 The CONTRACTOR or their SUBCONTRACTOR shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

**8.0 REASONABLE ACCESS**

- 8.1 During the term of this Agreement, the CITY shall grant the CONTRACTOR reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

**9.0 INSURANCE/BONDS AND HOLD HARMLESS / INDEMNIFICATION**

- 9.1 The CONTRACTOR shall maintain in force during the term of this Agreement, at its own expense, insurance set forth in Exhibit "A", attached hereto and incorporated herein, and shall indemnify, defend and hold harmless the City for any and all third party claims, suits, judgments or damages, losses and expenses, including court costs, to the extent of the CONTRACTOR'S negligence.

**10.0 COMPLIANCE WITH LAWS AND REGULATIONS**

- 10.1 The CONTRACTOR or their agents shall comply with all requirements of Federal, State, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

**11.0 REPRESENTATIONS**

- 11.1 The CONTRACTOR represents that the services provided hereunder shall conform to all requirements of this Agreement, response thereto and any amendments or supplements thereto; shall be consistent with recognized and sound professional construction management practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.

- 11.2 The recommendations, advice, budgetary information and schedules to be furnished by CONTRACTOR under this Agreement shall not be deemed to be representations, warranties, or guarantees or constitute the performance of licensed professional services that constitute the practice of architecture or engineering. CONTRACTOR shall cause any such services, as applicable to the scope of work, to be provided by a properly licensed design professional. Any claim by Owner for damage, loss, or expense, based directly or indirectly upon acts, errors, or omissions of any architect, engineer, or other design professional who CONTRACTOR is required to engage in connection with this Agreement shall be made by Owner against said design professional and its insurer(s) only, and CONTRACTOR shall have no liability of any kind, direct or indirect, for the professional negligence of said design professional under this Agreement or otherwise.

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23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CITY and the CONTRACTOR.

### **24.0 PROHIBITION AGAINST CONTINGENT FEES**

24.1 The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

### **25.0 ENTIRE AGREEMENT**

25.1 Except as otherwise stated, this Agreement, including the schedules, attachments, appendixes, and exhibits attached hereto, constitutes the entire Agreement between the CITY and the CONTRACTOR with respect to the service specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

### **26.0 SOVEREIGN IMMUNITY**

26.1 Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY'S potential liability under Federal or State law.

### **27.0 WARRANTY**

27.1 CONTRACTOR’S five-year Warranty, as set forth in Exhibit “A”, shall apply in lieu of all other warranties, express or implied.

**28.0 LIMITATION OF LIABILITY**

28.1 Neither Party shall in any event be liable to the other party for any indirect, special or consequential damages whatsoever, under any theory of relief including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to that party’s acts or omissions. Neither Party shall be liable to the other Party for terms greater than those set forth in section 11.2 above. Any action for breach of contract or otherwise must be commenced within one year after the cause of the action has occurred.

**29.0 NOTICE**

29.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage pre-paid, to:

CITY: Mike Null, Assistant City Manager  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, FL 32043

CONTRACTOR:

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

**City of Green Cove Springs**

\_\_\_\_\_  
B. Van Royal, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Kennedy, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

\_\_\_\_\_  
Date

AS TO FORM ONLY:

\_\_\_\_\_  
L. J. Arnold, III, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Siemen's Energy Inc.

\_\_\_\_\_  
Date



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Session **MEETING DATE:** November 10, 2020  
**FROM:** Laurie Griffin, Assistant Finance Director  
**SUBJECT:** Award of Bid LC 2020-14 for one 230 kV Circuit Switcher

### BACKGROUND

Bid LC 2020-14 was opened on October 27, 2020, there were two qualified bidders who responded to this project. IRBY Company and Siemens Energy, Inc. Siemens had the lowest responsive bid in the amount of \$79,650 for the Switcher.

### FISCAL IMPACT

The funds for purchase of the Switcher in the amount of \$79,650 are in the Electric Departments Capital Improvement Fund for FY 21.

### RECOMMENDATION

Staff recommends the award of Bid LC 2020-14 to Siemens Energy Inc. in the amount of \$79,650.00.



1531 Hunt Club Blvd, Suite 200  
Gallatin, TN 37066

(615) 527-7084  
[pdengineers.com](http://pdengineers.com)

November 2, 2020

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

**Subject: Comparison of Bid Proposals, Chapman Substation  
One 230kV 1200A Circuit Switcher Procurement RFP LC2020-14**

Mr. Null:

On Oct. 1, 2020, the RFP LC2020-14 was issued publicly and also directly to four preferred vendors. On Oct. 27, the City received two proposals. Below is a summary of the bids.

Bidder:	Siemens	Irby Utilities
Switcher Manufacturer	Siemens	S&C
<b>Lump Sum Bid</b>	<b>\$79,650.00</b>	<b>\$76,695.00</b>
Delivery of Goods (120 Days)	24-26 weeks	21-25 weeks
Warranty period	5-year	5-year
Weight of Switcher (lbs)	8,865	6,100
Payment Terms	Net 30 Days	Net 40 Days
Exceptions	Yes (Liq. Damages capped at 5%, terms & conditions, etc.)	Yes (Liq. Damages rejected, terms & conditions, etc.)

Both proposals included requested pricing data and signatures, and both included delivery times that exceeded the requested 120 Days. The Siemens proposal sufficiently met the technical requirements of the RFP; however, the S&C circuit switcher proposed by Irby does not meet the fault interrupting requirements of the RFP. That proposed switcher has as fault interrupting duty of 20kA versus a specification of 40kA. Therefore, we recommend the City designate Irby's proposal as non-responsive.

After evaluating the proposals, we recommend the City issue a purchase order to Siemens for \$79,650.00. We advise that your legal counsel and procurement department review the Siemens proposal for legal and business adequacy and conformance to the City's purchasing requirements.

Please call me at (615) 527-7077, should you have any questions or comments.

Sincerely,

**Patterson & Dewar Engineers, Inc.**

P. Anthony Hanson, P.E.  
Principal Engineer  
[ahanson@pdengineers.com](mailto:ahanson@pdengineers.com)



We energize society

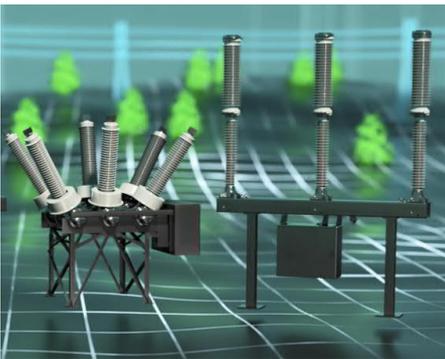
# Proposal 20279SM-J-1

October 26, 2020

Green Cove Springs

Chapman Substation

SF201701954



**Presented by:**  
Joe Janikowski  
Applications Engineer HVCB  
(601) 383-0394  
Joseph.janikowski@siemens.com

Siemens **Energy**, Inc.  
444 Hwy 49 South  
Richland, MS 39218

Dear Customer:

Siemens Energy, Inc. would like to sincerely thank you for the opportunity to provide a proposal to you from our Jackson, MS, USA facility. The SPS2 Gas Circuit Breaker and CPV2 Circuit Switcher product lines have proven to be a successful global product offering. Since the introduction of the SPS2/3AP family in 1997 we have shipped over 50,000 units from our Jackson-MS factory and over 150,000 units globally. Our portfolio of products produced in our facility includes:

SPS2 dead tank portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 4000 A, 50/63/80kA
- 245 kV, 1200 - 4000 A, 40/50/63/80/90 kA
- 362 kV, 1200 - 5000 A, 63/80 kA
- 550 kV, 2000 - 5000A, 63 kA

CPV2/3AP2 live tank portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 245 kV, 1200 - 3000 A, 40 kA
- 362 kV, 1200 - 4000 A, 63 kA
- 550 kV, 1200 - 4000 A, 63 kA
- 800 kV, 1200 - 4000 A, 63 kA

- No TRV capacitors are required to achieve full kA rating for typical applications!
- Tested in accordance with C37.06.1 High rate of rise for TRV

The major components of these products are standardized across our complete product offering including: dead tank breakers, circuit switchers (Siemens switchers are live tank breakers) and GIS. The commonality of parts across all voltage ranges enables customers to reduce cost, minimize spare parts inventory and provides a common platform for product training. The SPS2 and CPV2 families use state of the art “self extinguishing principal” interrupters in all ratings. The FA-2 spring-spring mechanism is used for 15.5 kV to 170 kV, 40 kA units; the FA-4/5 spring-spring mechanism is used for 121kV to 245kV-3 cycle, 63kA units; and the FA-5 spring-spring mechanism is used for 245kV-2 cycle, 362KV, and 550kV.

Siemens prides itself in providing the highest quality breakers in the industry while maintaining flexibility to customize each unit to meet each customer’s unique needs. Some examples of our premium design include: all roller or ball bearings, all sealed bearings, no lubrication needed in the field, no adjustments required in the field. Our breakers and circuit switchers have proven to be easier to put into service, require less maintenance and have a lower total ownership cost over their lifetime than our competition. **All Siemens breakers have a 12 year inspection / 25 year maintenance cycle, minimizing your total cost of ownership! No adjustments or maintenance are required for life of the unit.**

Again, we thank you for the opportunity to provide this proposal and look forward to any feedback or questions which you may have while reviewing our proposal.

Sincerely,

Joe Janikowski  
Applications Engineer  
HV Circuit Breaker

<b>Siemens Offering</b>	<b>Customer Value</b>
Patented high-tech self-compression interrupter with FA operating mechanism	Reliability with Industry-leading mean time failure (MTBF) of 5,000+ years
Standardized platform concept for interrupter and drives	Less inventories of breaker or spares due to very short lead time for replacement parts from factory
Spring-Spring mechanism drive - No maintenance or lubrication required for the operational lifetime of product	Saving of approx. \$5-10K depending on rating for no maintenance or replacement of mechanism
63 kA fault duty breakers for all voltage classes 69 thru 550 kV – No external capacitance requirement for full 63 kA fault duty	Saving of approx. \$25-50K not installing external capacitors
Similar installation footprints of all 72.5, 145 and 245 kV; 63 kA gang and Independent Pole Operator (IPO) breakers	Saving of approx. \$10,000 for installation pad extension for future IPO breakers use
170/80kA gang breaker without any external capacitance for both SLF and TF exposure	Saving of approx. \$25-50K not installing external capacitors
Control cabinet orientation same as oil breaker	Can use same wireway when replacing oil breaker resulting in savings of approx. \$5K
All ratings C2 , M2 and E2 mechanical and electrical endurance tested	Long life of 30+ years and 10,000 operations
SPS2 550 kV dead tank breaker with double break interruption design	Customers can accommodate higher X/R up to 35 (IEEE standard is 17) especially close to generation locations
SPS2 362 kV dead tank breaker with common frame	Saving of approx. 50% cost of foundation and approx. 50% of installation labor cost (total value for customer is up to \$25 – 40K)
All Circuit Switcher (CPV2) up to 245 kV are tested with more stringent breaker standard and subjected to breaker production tests including power frequency test on each circuit switcher	Provide extra reliability to customers with reclosing capability within 3 cycle

**Effective March 1<sup>st</sup>, 2020, please make / issue all your purchase orders to Siemens Energy, Inc.**

Siemens Energy, Inc. agrees to sell to Purchaser and Purchaser agrees to purchase from Company the goods described below. All pricing is in USD.

		<b>Qty</b>	<b>Product</b>	<b>Price</b>
<b>Item 1</b>	Circuit Switcher (CPV)	1	CPV2-245-40-1200-3PST	\$79,650.00

Description:

- 230 kV nominal voltage
- 40kA maximum symmetrical interrupting capability
- 3000A maximum continuous current
- 900kV BIL @ 3300 feet ASL
- 3 cycle, 60Hz, spring-spring operated
- Gang Operation, Frame mounted outdoor Circuit Switcher
- 110 inch phase spacing
- 144 inch column height

Below mentioned optional parts / services can also be purchased with circuit breaker, please indicate as separate line item in purchase order:

**Item A: Spare Parts for Circuit Breaker**

Qty.	DESCRIPTION	NET UNIT PRICE
1	Y-Relay	\$250.00
1	Close Coil	\$250.00
1	Trip Coil	\$250.00
1	Charging Motor	\$800.00
1	Red LED Indicator Lamp	\$250.00
1	Green LED Indicator Lamp	\$250.00
1	Clear Lens Caps	\$100.00

**NOTE: Above spare parts prices are only valid with the purchase of the Circuit Breaker requested.**

**Item B: Factory Acceptance Testing (Not included in breaker price)**

Should the customer request witness testing, Siemens can accommodate the witness testing by customer only on one of each rating of the purchased breakers for one day. Price for witness testing is \$5,500 per day. Siemens is not responsible for the travel or other expenses. Please provide this request in the PO and Siemens will provide the tentative schedule for the test.

**Item C: Technical Field Assistance (Not included in breaker price)**

Siemens's Field Service Personnel will proceed to assist with the breaker installation, which will include the following items:

- Technical assistance to the Customer's crew on the recommended processes and procedures for the installation of the breaker
- Supervision of Customer's crew as they fill the breaker with SF<sub>6</sub> gas
- Siemens will supervise/perform the recommended commissioning tests, (per the Siemens Instruction Book) including:
  - Breaker timing tests
  - Verification of control and alarm set points
  - Ductor testing
  - Mechanical operation tests
- **See Appendix A in this proposal for complete detailed scope of work**

Purchaser will make all HV lead connections and all terminations for external sources to breaker control cabinets. Siemens will provide a Technical Field Representative only. Additional labor, equipment, and material requirements are the purchaser's responsibility. Normal fee is \$2000 per day plus \$2000 per round trip (valid within the contiguous 48 United States only) for all Gang Operated breakers up to 230 kV - 63 kA . All other breakers' service charges to be discussed separately.

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**No sales or users tax is included in our prices.**

**Siemens circuit breakers are designed and tested according to ANSI/IEEE C37.06, and are not guaranteed to conform to other standards included by reference only.**

Below are Siemens **Energy**, Inc. comments and clarifications/exceptions.

**Terms And Conditions:**

Siemens Standard Terms and Conditions will apply to sale.

**Liquidated Damages:**

Siemens takes exception to liquidated damages capped at 10% of contract price and proposes liquidated damages to be capped at 5%.

**Maintenance Closing Devices:**

Siemens SPS2 spring-spring mechanism is designed for 6000 operations at load current without the need for lubrication or adjustment. As a result, no maintenance closing device is required or supplied with the unit.

**Density Switch In cabinet:**

Density switch and fill port will be located outside of cabinet.

**Three-way Isolation Valve:**

Gas sampling can be done at the fill port.

**SF6 Bottle Ownership:**

SF6 gas bottles need to be returned to gas supplier after use.

**Spare Bushings and Gaskets:**

Insulators are part of interrupter assembly and cannot be replaced independently of interrupter. Spare gaskets are not part of the spare parts list. Gaskets have a shelf life of 2 years and can be ordered at 12/25 year maintenance interval.

**Customer drawing approval:**

- Customer drawings for approval are in accordance with applicable standards and customer specification for breaker if provided. Any additional mark up and requirement at approval stage will be subjected to price and delivery changes
- Customer approval process is required to be completed within 2 weeks after first submittal to maintain the committed delivery date in order acknowledgement ARO.

**Standard Document Submittals:**

All electronic drawings will be in AutoCAD or pdf format transmitted via email. Siemens standard final submittal documents are, all other documents will be reviewed and charged separately:

- Breaker outline
- Bushing outline
- Nameplate breaker
- Nameplate operator
- Nameplate BCT
- CT curves
- BCT diagram
- Control diagrams
- Gas Schematic
- Production test report
- Instruction book

**Instruction Books:**

Siemens standard instruction books will be provided – instruction books, test reports and drawings are separate documents.

**Shipping:**

Circuit breakers to be fully assembled, tested, and shipped except for the frame legs. Legs and mounting hardware are shipped with breaker as loose parts. Breakers are shipped with positive SF6 gas pressure, gas bottles for filling breaker to operating pressure are shipped loose if required.

**Circuit breaker(s) will be equipped and furnished as follows:**

**Control and Operator Power Requirements:**

Control supply voltage:	125 VDC
Spring charge motor supply voltage:	125 VDC
Accessory supply voltage:	120 VAC
Heater supply voltage:	240 VAC

**Standard components/accessories included:**

- One close coil
  - Dual trip coils
  - Local/remote selector switch
  - LED position indicator lights
  - GFI outlet inside control cabinet
  - Cabinet light with Switch
  - Breaker frame mounted temperature compensated density switch and gauge
  - Anodized aluminum nameplates according to IEEE/ANSI standards
  - #14 AWG Type SIS control wiring
  - NEMA type 3R control cabinet painted ANSI 70 grey
  - Galvanized frame and leg assemblies
  - Standard installation toolkit included
  - SF6 fill gas included
  - 1 Set of electronic AutoCAD approval drawings
  - 1 Set of electronic AutoCAD certified drawings and 1 set shipped in breaker
  - 1 Instruction book in PDF format and 1 Instruction book shipped in breaker
- 
- Fused knife switches (acc / motor / heater circuits)
  - Close and trip push buttons
  - External manual trip device
  - Thermostatically controlled cabinet heaters
  - Loss of voltage relays
  - 10 N.O. & 10 N.C. auxiliary switches for customer use
  - NEMA 4-hole tin-plated aluminum terminals
  - Anchor bolts

Approval drawings (if req'd) will be transmitted 8-10 weeks after receipt of purchase order at factory with all necessary technical information or 12 weeks prior to shipment whichever expires later. Failure to return approval drawings within (1) week after submittal may delay shipment; approval drawings must be finalized a minimum of 8-12 weeks prior to the shipment date. Expedited approval drawings can be provided with all necessary technical information for a fee.

**TERMS OF PAYMENT:** Net 30 days (subject to credit approval)

**SHIPPING DATE:** 24-26 weeks ARO (to be confirmed at time of order) and subject to drawing approvals completion within 2 weeks after first submittal by Siemens

**DELIVERY TERMS:** Freight is included in the quoted price for shipments within the contiguous 48 United States. Additional shipping charges may apply if conditions do not permit Seller to utilize its standard delivery methods to the requested delivery destination.

**WARRANTY:** The warranty period covers the equipment for sixty (60) months after being placed in service or sixty-six (66) months after shipment, whichever expires first.

**CONDITIONS:** This proposal is quoted using Siemens Standard Terms and Conditions of Sale for Products. Siemens hereby takes exception to any additional or different terms set forth in purchaser's request for proposal, specification, purchase order or any other document of purchaser. Acceptance of additional or different terms must be specifically agreed to in writing by Siemens. However, Siemens is willing to negotiate mutually agreeable terms and conditions as part of the contract negotiation process

See attached ("Siemens Standard Terms and Conditions of Sale")

**ASSIGNMENT** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; however, either party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other, to any parent, wholly owned subsidiary, affiliate, or successor organization to any parent, wholly owned subsidiary, or affiliate (whether as a result of reorganization, restructuring, or sale of substantially all of a party's equity or assets). Buyer shall not, in any event, assign this Agreement or part of this Agreement to a competitor of Siemens, an entity or person in litigation or arbitration with Siemens, or an entity or person lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

**CANCELLATION POLICY:**

Cancellation of equipment for High Voltage circuit breakers will be subject to cancellation charges based on the following policies: (all percentages refer to contract price)

<b><u>Cancellation Schedule</u></b>	<b><u>Percentage</u></b>
After receipt of order, but before approval drawings submission	5%
After submission of approval drawings, but before production release	10% + Cost of any special & customized parts
After release to manufacturing, but before shipment	75%
Scheduled to ship in less than thirty (30) days are non-cancellable	100%

**OTHER TERMS:**

This proposal will remain in effect for 60 days, unless changed in the interim upon written notice from Siemens.

This proposal is based upon Siemens interpretation of the plans and specification and is subject to correction for errors. This document and any other documents specifically referred to as being a party hereof constitutes the entire agreement on the subject matter, and it shall not be modified except in writing signed by both parties.

This proposal is based upon the standard terms and conditions of sale attached. Siemens hereby objects to any additional or different terms set forth in Purchaser's request for proposal, specification, purchase order or any other document of Purchaser. Acceptance of additional or different terms must be specifically assented to in writing by Siemens.

The worldwide outbreak of the coronavirus disease ("COVID-19"), affects or is likely to affect usual business activities and/or the execution of work under this offer. As the impacts from COVID-19 are unknown and unknowable at this time, Siemens commitments regarding the scope contemplated hereunder including procurement lead-time, delivery date, resources, and schedule are provided without consideration of such potential impacts from COVID-19. Siemens is closely monitoring the development of COVID-19 and its associated impacts and will endeavor to inform customers of the impacts that COVID-19 has or may have on Siemens' manufacturing, supply chain, operations, logistics, and personnel relating to Siemens' scope of supply contemplated hereunder. If required to overcome the consequences directly or indirectly caused by COVID-19, Siemens shall be entitled to relief of its obligations in schedule, price, or any other reasonably required adjustment of this offer. In the event equipment delivery is contemplated hereunder, Siemens shall be entitled to postpone or provide partial deliveries to the extent Siemens' ability to supply or deliver is impacted by COVID-19.

**Export Compliance**

Offer validity is subject to compliance with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods provided under this agreement, including any export license requirements and a successful screening within DAMEX-E system.

**You can order surge arresters when you place your order as an additional line item on the same PO!**



**Arresters.** The Siemens 3EL2 family of polymer-housed surge arresters features a cage design with high temperature vulcanized silicone rubber molded directly onto the MOV stack. Each arrester unit is of one-piece construction with no joints or seams in the rubber, and they come with high creepage distance and high mechanical strength. Units ship complete with a NEMA 4-hole pad at the line end and an 8-10 inch bolt circle base. Type 3EL2 surge arresters are available in ratings from 3 to 294kV, have a thermal energy absorption capability of 10kJ/kV MCOV, and meet IEEE C62.11 and ANSI 693-2005 requirements.

Circuit Breaker Nominal voltage	Arrester Ratings (line-ground KV)		Type 3EL2	Unit Pricing
	Duty cycle	MCOV	Part Number	
13.8kV	<b>10</b>	<b>8.4</b>	<b>3EL1 010-1PC21-4YH5</b>	\$ 158
34.5kV	<b>27</b>	<b>22</b>	<b>3EL1 027-1PE21-4YH5</b>	\$ 238
46kV	<b>36</b>	<b>29</b>	<b>3EL1 036-1PE21-4YH5</b>	\$ 277
69kV	<b>54</b>	<b>42</b>	<b>3EL2 054-2PF31-4NH5</b>	\$ 515
	60	48	3EL2 060-2PF31-4NH5	\$ 528
115kV	<b>90</b>	<b>70</b>	<b>3EL2 090-2PJ31-4NH5</b>	\$ 818
	96	76	3EL2 096-2PJ31-4NH5	\$ 884
138kV	<b>108</b>	<b>84</b>	<b>3EL2 108-2PM31-4NH5</b>	\$ 976
	111	88	3EL2 111-2PM31-4NH5	\$ 1,016
161kV	<b>120</b>	<b>98</b>	<b>3EL2 120-2PM31-4NH5</b>	\$ 1,095
	132	106	3EL2 132-2PQ32-4NH5	\$ 1,385
230kV	<b>172</b>	<b>140</b>	<b>3EL2 172-2PJ32-4NH5</b>	\$ 1,755
	180	144	3EL2 180-2PJ32-4NH5	\$ 1,821
345kV	<b>258</b>	<b>209</b>	<b>3EL2 258-2PM32-4NH5</b>	\$ 2,507
	264	212	3EL2 264-3PW42-4NH5	\$ 2,824
	276	220	3EL2 276-3PW42-4NH5	\$ 2,956

\* **bold** indicates most recommended for that rating

All Siemens Product lines in our Jackson, MS based facility adhere to the high quality standards you have come to expect from a Siemens product and are supported by our 24 hour emergency customer service. So if you need a voltage regulator, transformer, line insulator or surge arrester look to Siemens and let us have the opportunity to share with you our other high performance, proven product lines.

## 72-230kV SPS2/SPS2S Technical Field Assistance

### Standard Technical Assistance Work scope

Siemens's Field Service Personnel will proceed to assist with the breaker installation, which will include assembly and testing per the following items:

- Technical assistance to the Customer's crew on the recommended processes and procedures for the installation of the breaker
- Supervision of Customer's crew as they fill the breaker with SF6 gas
- Siemens will supervise/perform the recommended commissioning tests, (per the Siemens Instruction Book) including:
  - Breaker timing tests
  - Verification of control and alarm set points
  - Ductor testing
  - Mechanical operation tests

Customer will provide the following:

- Free and clear access to the location.
- Isolation, grounding and lockout/tag-out of equipment for Siemens Field Service Engineers, per mutually agreed upon schedule.
- Provide all Civil modifications/additions to ensure existing (or new) foundation will accept new Siemens-supplied breaker Providing all necessary control and protection cabling to Siemens-supplied breaker cabinet
- Delivery of Siemens-supplied breaker to Customer substation
- Engineering drawings for location of breaker onto existing foundation
- Provide all required cable and conduit for the connection of control and protection circuits between the relay house and the new breaker
- Provide Labor to install supplied equipment and parts
- Substation grounding system in place with pigtailed stubbing up at each breaker and control cabinet foundation prior to the Siemens Field Service Crew mobilizing.
- Install bushing connections
- Provide 120 VAC, 10-15 amps near work site to power Siemens hand tools and test equipment.
- Removal of HV grounding and energization of breaker (following installation).
- Relay verification from the substation control house to the circuit breaker and CT testing.
- **All site grade work must be completed. NO excavation work, open trenches, water puddles, or soft soil around a 4-foot-wide perimeter of the foundation.**

### Standard Performance

For the standard installation work scope of the 72-230kV SPS-2 breakers, Siemens standard crew size will be 1 field service personnel.

Weather permitting; Siemens personnel will work a standard 5-day week (Monday- Friday), 8 hours per day for completing technical assistance operations. Weekend travel not included. Siemens assumes this will require no more than one (1) days on site to complete.

**Standard Installation Equipment**

As part of the installation scope, Siemens shall provide the following equipment as part of the work scope.

- Field Test equipment to complete standard tests
  - Timing Test Set with travel transducer (s)
  - Ductor

**Standard Safety Equipment**

Siemens will provide for standard industry safety equipment required by Siemens Safety Guidelines and in compliance with OSHA CFR 1910.269 consistent with the typical hazards associated with the standard installation work scope.

These items include:

- Employee PPE – Safety glasses, Hardhats, and safety shoes
- Fall Protection – Full body harness, lanyards, and safety railing (as required)
- Assured Grounding – GFI receptacles, static grounds

**Standard Sanitation & Facility Provisions**

Customer will supply sanitation facilities.

**Safety Training**

Siemens has included no more than 1 hour for onsite safety training

**Deviations**

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It is anticipated that operational considerations or jobsite, logistical, or training/clearance conditions may require changes in the standard work scope to facilitate the owner's requirements, these deviations can be settled through the provisions provided in the purchase order document with standard Siemens rates.

## Siemens Standard Terms and Conditions of Sale for Joint Product and Services Offering

Version: 1.2 - Date: 08/01/2019

**1. APPLICABLE TERMS.** This Agreement governs the sale and performance of equipment, components, parts and materials ("Products") and services provided by Siemens ("Services"). Collectively this Agreement may refer to the joint offering as "Siemens Products and Services". The Standard Terms Addenda, these terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

**2. PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard rates in effect when Siemens receives Buyer's purchase order. If neither (i) nor (ii) apply, then Siemens' standard rates for Services shall be those in effect at the time Siemens renders the services and Siemens' rates for Products shall be those in effect at the time of shipment.

(a) Payment – Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) Credit Approval – All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing and/or shipment of Product and performance of Services, require cash payments or advance payments, or require other satisfactory financial security before manufacturing and/or shipment of Product and performance of Services.

(c) Taxes – Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, tariffs charged on the importation of goods into the United States, excises, fees, duties or other government charges related to the Siemens Products and Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, tariffs charged on the importation of goods into the United States, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(d) Late Payments – Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) Disputed Invoice – If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) Suspension/Termination Right – Siemens may suspend Services and manufacturing and/or shipment of Product if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

(g) Installment Shipment of Product – Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Siemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(h) Shipping, Packing and Handling of Product – Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

**3. RISK OF LOSS AND SCHEDULE OF SERVICES.** Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet any such dates.

**4. DELIVERY; TITLE; RISK OF LOSS OF PRODUCTS.** Products will be delivered F.O.B. Siemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Siemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet its delivery schedule.

**5. TRANSPORTATION AND STORAGE OF PRODUCTS.** (a) When Products are ready for shipment, Siemens will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Siemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Siemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Siemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Siemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

**6. CANCELLATION.** Buyer may cancel this Agreement at any time on thirty (30) days written notice. Buyer shall have no right to defer shipment of Product. Except for Siemens right to terminate in accordance with Article 2, either party may terminate this Agreement for material breach of the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach. In the event of a termination or cancellation, unless the Agreement includes a defined termination or cancellation schedule, Buyer is liable for cancellation charges, including without limitation: (i) the full price for any completed Siemens Products and Services; (ii) the allocable portion of the price as determined by Siemens for any partially completed Siemens Product and Services, including reasonable overhead and profit, (iii) reasonable demobilization costs, and (iv) payments due to subcontractors which cannot be: (1) cancelled without any payment obligation; or (2) refunded.

**7. FORCE MAJEURE / DELAYS.** If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs of Service incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement pursuant to Article 4. Failure to pay shall not constitute a force majeure delay.

**8. BUYER'S REQUIREMENTS.** Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment and Products, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens), documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Siemens Products and Services.

**9. INDEMNITY.** Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or other property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

**10. WARRANTIES.**

(a) *Warranties.* Siemens warrants that: (i) it will perform the Services in a professional and workmanlike manner; (ii) each Product is free from defects in material and workmanship; (iii) each Product materially conforms to Siemens specifications that are attached to, or expressly incorporated into this Agreement; and (iv) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (the "**Warranties**"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) *Remedies.* If the Services or Product fail to meet the warranty standards set forth in Article 10(a) within the applicable Warranty period defined in Article 10(c), and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty period, Siemens shall at its own expense as Buyer's sole and exclusive remedies for breach of the Warranties: (i) for Services, re-perform the relevant Services or, in Siemens' sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Siemens' discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product, Services or parts is limited to the remainder of the original Warranty period.

Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 10(d) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.

(c) *Warranty Period.* Buyer must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.

(d) *Conditions to the Warranties.* The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product and Equipment other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product and Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Product and Services; (iv) Buyer discontinuing use of the Product and Equipment after it has, or should have had knowledge of any defect in the Product or Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide to Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services; (vi) Buyer providing prompt written notice of any warranty claims within the Warranty Period; (vii) at Siemens' discretion, Buyer either removing and shipping Product or Equipment or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to Products or Equipment to assess the warranty claims; (viii) Product and Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (ix) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

(e) *Exclusions from Warranty Coverage.* The Warranties do not apply to (i) any product not supplied by Siemens; (ii) any Third Party Parts or Equipment; or (iii) to services not performed by Siemens pursuant to this Agreement. Siemens will have no liability to Buyer under any legal theory for such products, Third Party Parts, Equipment, services or any related assignment of warranties. Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(f) *Transferability.* The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) THE WARRANTIES IN THIS ARTICLE 10 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AS TO SIEMENS PRODUCTS AND SERVICES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 11 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

**11. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 11 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 11 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SIEMENS PRODUCTS AND SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 10, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

**12. PATENT AND COPYRIGHT INFRINGEMENT.**

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Siemens Products and Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Siemens Products and Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so its use is non-infringing.

Siemens will have no duty or obligation under this Article 12 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction,

modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 12.

THIS ARTICLE 12 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

### 13. CONFIDENTIALITY.

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Siemens in connection with the Siemens Products and Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Siemens Products and Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Siemens Products and Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Siemens Products and Services performed or installed on Buyer's Site or Equipment. However, Siemens has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Siemens Products and Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Siemens Products and Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Siemens Products and Services have been performed.

**14. COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations.

**15. CHANGES IN SIEMENS PRODUCTS AND SERVICES.** No change will be made to the scope of Siemens Products and Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

**16. NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

**17. MODIFICATION OF TERMS.** These terms may only be modified by a written instrument signed by authorized representatives of both parties.

**18. ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

**19. APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

**20. SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

**21. EXPORT/IMPORT COMPLIANCE.** Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products and information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

**22. NUCLEAR.** In the event the Siemens Products and Services provided under the Agreement are to be used in or performed at or are connected with in any manner a nuclear installation, the following conditions shall apply:

(a) Buyer's Insurance:

(i) If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its subcontractors as additional insureds.

(ii) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

(b) Waivers by Buyer: neither Siemens, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold Siemens and its subcontractors harmless against claims by such third party which are based on Buyer's recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

(c) Third Party Property Protection: Buyer will indemnify and hold Siemens and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of Siemens and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

(d) Decontamination: Buyer shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Buyer shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

**23. SURVIVAL.** The Articles entitled "Intellectual Property," "Limitation of Liability," "Indemnity," "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "Nuclear" survive any termination, expiration or cancellation of this Agreement.

**24. SITE SAFETY.** Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment and/or Product on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Buyer's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

**25. ENVIRONMENTAL COMPLIANCE.** To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

**26. ASBESTOS.** The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.

(a) The Buyer warrants and represents that, in any areas which may be accessed by Siemens or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(b) Prior to Siemens' commencement of Services at any Site:

(i) The Buyer shall, at Buyer's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(ii) The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 26. Without limiting its other rights and remedies, Siemens: (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 26, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

(c) In no event shall Siemens be obligated to install, disturb, handle, or remove any PACM.

(d) Siemens makes no representation that it is licensed to abate ACM.

(e) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 26.

**27. THIRD PARTY PARTS.** Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

**28. PRODUCT RETURNS.** Prior to the return of any Product, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material.

## **AGREEMENT FOR PROFESSIONAL CONSTRUCTION SERVICES**

### **230 kV Circuit Switcher for Chapman Substation**

This Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Green Cove Springs, Florida, a municipal corporation under the laws of the State of Florida whose address is: 321 Walnut Street, Green Cove Springs, Florida, 32043, hereinafter referred to as “CITY” and Siemens Energy, Inc., whose address is: 444 Hwy 49 S. Richland, Mississippi, 39042, hereinafter referred to as “CONTRACTOR.”

#### **WITNESSETH**

WHEREAS, the CITY requires a qualified firm to build and install a 230 kV Circuit Switcher for the Chapman Substation and

WHEREAS, the CITY solicited a proposal for services LC 2020-14.

WHEREAS, the CONTRACTOR submitted a proposal to provide said services and has represented to the CITY that it is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable laws and professional standards.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

#### **1.0 TERM**

- 1.1 This Agreement is to become effective upon execution by both parties and shall remain in effect until completion of the work outlined in LC 2020-14 230 kV Circuit Swticher for Chapman Substation.

#### **2.0 DESCRIPTION OF SERVICES**

- 2.1 It is expressly understood and acknowledged that the CONTRACTOR shall provide those services as more particularly described in Exhibit “A” (Bid Proposal Form and CONTRACTOR’S Quotation dated 10/27/2020).
- 2.2 The CONTRACTOR shall not be authorized to proceed until the CITY has issued a Notice to Proceed to the CONTRACTOR. Upon receipt and approval by the CONTRACTOR of

the signed Notice to Proceed from the CITY, the CONTRACTOR shall perform the services set forth herein.

### **3.0 SCHEDULE**

- 3.1 The CONTRACTOR shall perform services in conformance with the mutually agreed upon schedule consistent with the completion of the project and the fee proposal attached herein as Exhibit "A". The CONTRACTOR shall complete all services in a timely manner and will keep the CITY fully informed of the status of the work on a reasonable basis in relation to the scope of the project or at least monthly. Should the CONTRACTOR fall behind the agreed upon schedule it shall employ such resources necessary to comply with the agreed upon schedule at no additional cost to the CITY.
- 3.2 Except for cases of Force Majeure, as defined in Section 17, no extension for completion of services shall be granted to the CONTRACTOR without the CITY'S prior written consent.

### **4.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES**

- 4.1 The CITY shall pay 90% of the total bid price of \$79,650 upon shipment of the 230 kV Circuit Swticher and the remaining 10% after the completion of field assembly and testing, net 30 days. Any adjustments to the Fee Schedule must be mutually agreed to by the CITY and the CONTRACTOR in advance and in writing and must be based upon items that are beyond the Project Scope of Services in Exhibits "A".
- 4.2 In the event of termination by the CITY under Section 16.0 during the performance of the services, payments due the CONTRACTOR up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

### **5.0 RIGHT TO INSPECTION**

- 5.1 The CITY or its agents shall have the right to review or observe the services performed by the CONTRACTOR. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibility under this Agreement.

### **6.0 PROGRESS MEETING**

- 6.1 The CITY'S designated Project Manager may request periodic progress briefings during the term of this Agreement.

**7.0 SAFETY**

- 7.1 The CONTRACTOR or their SUCONTRACTOR agrees to comply with the CITY'S published safety standards while on the property of the CITY.
- 7.2 The CONTRACTOR or their SUBCONTRACTOR shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

**8.0 REASONABLE ACCESS**

- 8.1 During the term of this Agreement, the CITY shall grant the CONTRACTOR reasonable access to the CITY'S premises for purposes of fulfilling its obligations under this Agreement.

**9.0 INSURANCE/BONDS AND HOLD HARMLESS / INDEMNIFICATION**

- 9.1 The CONTRACTOR shall maintain in force during the term of this Agreement, at its own expense, insurance set forth in Exhibit "A", attached hereto and incorporated herein, and shall indemnify, defend and hold harmless the City for any and all third party claims, suits, judgments or damages, losses and expenses, including court costs, to the extent of the CONTRACTOR's negligence.

**10.0 COMPLIANCE WITH LAWS AND REGULATIONS**

- 10.1 The CONTRACTOR or their agents shall comply with all requirements of Federal, State, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

**11.0 REPRESENTATIONS**

- 11.1 The CONTRACTOR represents that the services provided hereunder shall conform to all requirements of this Agreement, response thereto and any amendments or supplements thereto; shall be consistent with recognized and sound professional construction management practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 11.2 The recommendations, advice, budgetary information and schedules to be furnished by CONTRACTOR under this Agreement shall not be deemed to be representations,

warranties, or guarantees or constitute the performance of licensed professional services that constitute the practice of architecture or engineering. CONTRACTOR shall cause any such services, as applicable to the scope of work, to be provided by a properly licensed design professional. Any claim by Owner for damage, loss, or expense, based directly or indirectly upon acts, errors, or omissions of any architect, engineer, or other design professional who CONTRACTOR is required to engage in connection with this Agreement shall be made by Owner against said design professional and its insurer(s) only, and CONTRACTOR shall have no liability of any kind, direct or indirect, for the professional negligence of said design professional under this Agreement or otherwise.

In no event shall CONTRACTOR's liability arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under this Agreement exceed the value of the contract whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omissions or otherwise, provided that such limitation of liability shall not apply to CONTRACTOR's indemnity obligations for claims asserted against the Owner by third parties for personal injury or tangible property damage caused by the negligence of the CONTRACTOR or its employees.

- 11.3 The CONTRACTOR represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 11.4 Subject to the provisions of this Section, should the CONTRACTOR breach the warranties set forth herein, the CITY shall have such remedies as may be provided at law or equity.

## **12.0 DOCUMENTS**

- 12.1 Upon the CITY'S or its designated Project Manager's request, at any time during the term of this Agreement, or upon completion or termination of this Agreement, the CONTRACTOR shall provide the CITY, or its designated Project Manager, with a copy of all documents, plans, drawings and electronic files prepared by the CONTRACTOR under this Agreement.

## **13.0 ASSIGNMENT**

- 13.1 The CONTRACTOR shall not assign or subcontract this Agreement or any rights or monies due or to become due hereunder without the prior written consent of the CITY.

- 13.2 If, upon receiving written approval from the CITY, any part of this Agreement is subcontracted by the CONTRACTOR, the CONTRACTOR shall be fully responsible to the CITY for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 13.3 If the CITY determines that any subcontractor is not performing in accordance with this Agreement, the CITY shall so notify the CONTRACTOR who shall take immediate steps to remedy the situation.
- 13.4 If any part of this Agreement is subcontracted by the CONTRACTOR prior to commencement of any work by the subcontractor, the CONTRACTOR shall require the subcontractor to provide the CITY and its affiliates with insurance coverage as required by the CITY.

#### **14.0 INDEPENDENT CONTRACTOR**

- 14.1 At all times during the term of this Agreement, the CONTRACTOR shall be considered an Independent Contractor.

#### **15.0 DEFAULT**

- 15.1 If, during the term of this Agreement, the CONTRACTOR shall be found in default of any of the material provisions of this Agreement, the CITY may suspend its performance hereunder until such delinquency or default has been corrected; the CITY shall notify the CONTRACTOR in writing and of the deficiency and allow them ten (10) days to initiate and diligently pursue a cure to the default before suspending them. If the CONTRACTOR fails to correct such delinquency within one hundred and twenty (120) days, the CITY may terminate this Agreement.

#### **16.0 TERMINATION**

- 16.1 Notwithstanding any other provision of this Agreement, the CITY may, upon written notice to the CONTRACTOR, terminate this Agreement if: a) the CONTRACTOR is adjudged to be bankrupt; b) the CONTRACTOR makes a general assignment for the benefit of its creditors; or c) the CONTRACTOR fails to comply with any of the conditions or provisions of this Agreement, without prejudice to any other right or remedy the CITY may have under this Agreement. In the event of such termination, the CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

- 16.2 The CONTRACTOR may stop work or terminate if through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 60 days by owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment within 30 days after it is submitted or Owner fails to pay CONTRACTOR in accordance with Florida's Prompt Payment Act any sum finally determined to be due, then CONTRACTOR may, upon 10 days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment invoiced for services rendered to date. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon 10 days' written notice to Owner stop the Work until payment is made of all such amounts due CONTRACTOR.
- 16.3 Any delay, suspension or termination of the Work by CITY shall be subject to CONTRACTOR's Cancellation and Delay Policy, as set forth in Exhibit "A".

#### **17.0 FORCE MAJEURE**

- 17.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if, and to the extent, caused by acts of God, fire, flood, pandemic, windstorm, explosion, riot, war, sabotage, strikes, extraordinary breakdown of or damage to the CITY'S affiliates' generating plants, their equipment or facilities; court injunction or order; Federal and/or State law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for one hundred and twenty (120) days, either party may terminate this Agreement.

#### **18.0 PUBLIC RECORDS REQUIREMENTS**

- 18.1 Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:
1. Keep and maintain public records required by the public agency (City/Organization) to perform the service.
  2. Upon request from the public agency's custodian of public records (City Clerk), provide the public agency 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, F.S. or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

- duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, for their duties to provide public records relating to this contract then contact the City's custodian of Public Records City Clerk Erin West at (904) 297-7500 X 3307, or e-mail [ewest@greencovesprings.com](mailto:ewest@greencovesprings.com), 321 Walnut St. Green Cove Spring FL 32043.

## **19.0 GOVERNING LAW & VENUE**

- 19.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida, procedural and substantive, and applicable federal statutes rules and regulations. The venue for any and all litigation arising under this Agreement, shall lie in Clay County, Florida. Each party waives their rights to a jury trial of any issues arising hereunder and agreement to submit to binding arbitration, hearing may take place by Zoom.

## **20.0 HEADINGS**

- 20.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

## **21.0 SEVERABILITY**

- 21.1 In the event any portion of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

## **22.0 WAIVER AND ELECTION OF REMEDIES**

- 22.1 Waiver by either party of any terms, conditions, or provisions of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

22.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

### **23.0 THIRD PARTY RIGHTS**

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CITY and the CONTRACTOR.

### **24.0 PROHIBITION AGAINST CONTINGENT FEES**

24.1 The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

### **25.0 ENTIRE AGREEMENT**

25.1 Except as otherwise stated, this Agreement, including the schedules, attachments, appendixes, and exhibits attached hereto, constitutes the entire Agreement between the CITY and the CONTRACTOR with respect to the service specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

### **26.0 SOVEREIGN IMMUNITY**

26.1 Nothing contained in the Agreement shall be construed as a waiver of the CITY'S rights to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY'S potential liability under Federal or State law.

### **27.0 WARRANTY**

27.1 CONTRACTOR'S five-year Warranty, as set forth in Exhibit "A", shall apply in lieu of all other warranties, express or implied.

**28.0 LIMITATION OF LIABILITY**

28.1 Neither Party shall in any event be liable to the other party for any indirect, special or consequential damages whatsoever, under any theory of relief including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to that party's acts or omissions. Neither Party shall be liable to the other Party for terms greater than those set forth in section 11.2 above. Any action for breach of contract or otherwise must be commenced within one year after the cause of the action has occurred.

**29.0 NOTICE**

29.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage pre-paid, to:

CITY: Mike Null, Assistant City Manager  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, FL 32043

CONTRACTOR:

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

**City of Green Cove Springs**

\_\_\_\_\_  
B. Van Royal, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Kennedy, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Erin West, City Clerk

\_\_\_\_\_  
Date

AS TO FORM ONLY:

\_\_\_\_\_  
L. J. Arnold, III, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Siemens Energy Inc.

\_\_\_\_\_  
Date



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** November 10, 2020  
**FROM:** Michael Daniels, AICP, Planning & Zoning Director  
**SUBJECT:** Mural Program Application - #ClayStrong Mural by Sophie Dentiste *Michael Daniels*

### BACKGROUND

**Applicant / Owner:** Rusty Chaney

**Artist:** Sophie Dentiste

**Property Location:** 26 N Orange Avenue

**File Number:** 202001028

In 2017, City Council agreed to institute the Mural Program, which allows murals to be painted on private buildings without being considered Signs under Section 125 of the City's Land Development Regulations. The program is intended to beautify the City and promote its history and natural resources.

A mural project is being proposed by Clay County artist, Sophie Dentiste. Ms. Dentiste worked as a muralist all over Ponte Vedra Beach and the First Coast in the 1990s. A few examples of murals she has done, which can be found on her website, have been provided as an attachment. In 2019, she completed the Cove in Bloom mural at the corner of Walnut Street and Orange Avenue.

The proposed mural is called #ClayStrong Patriotic Mural. A sketch of the mural is available in the attachments. Members of the Art Guild of Orange Park will help with painting the mural. The mural will be located on Palmer Street facing north.

### FISCAL IMPACT

N/A

### RECOMMENDATION

Staff recommends City Council approve the #ClayStrong Patriotic Mural application on the following conditions:

1. There will be no financial obligation for the City of Green Cove Springs.
2. Requests for traffic control must be submitted to Public Works at least two weeks in advance of the project beginning.
3. The mural shall be completed within six months of City Council approval.
4. The property owner is responsible for maintenance of the mural. Murals that are in disrepair from maintenance, including paint peeling or fading, may be subject to code enforcement.

**MOTION:** Approve the #ClayStrong Patriotic Mural application on the following conditions:

1. There will be no financial obligation for the City of Green Cove Springs.
2. Requests for traffic control must be submitted to Public Works at least two weeks in advance of the project beginning.
3. The mural shall be completed within six months of City Council approval.
4. The property owner is responsible for maintenance of the mural. Murals that are in disrepair from maintenance, including paint peeling or fading, may be subject to code enforcement.

1.





CITY OF GREEN COVE SPRING  
MURAL PROGRAM GUIDELINES

The City of Green Cove Springs has created a Mural Program in cooperation with civic groups. The program is designed to beautify the City and promote its history and natural resources.

The following Guidelines apply to the Mural Program:

- Murals are subject to approval by City Council. Considerations will include:
  - Consistency with the goal of promoting its history and natural resources
  - Cannot propose a commercial transaction but, instead, involve only the expression of ideas or beliefs.
  - Placement of the mural on a business, government, or nonprofit structure.
  - Property owner's agreement with the project and commitment to participate financially
  - Qualifications of artists.
  - Plans for durability of the mural.
  - Plans to protect the mural from deterioration.
- With Council approval, murals shall be exempt from the Chapter 125 of the Land Development Regulations - Signs.
- The City will cooperate with civic groups painting murals in ways such as traffic control while painting is proceeding.
- Approval of a mural does not create any financial obligation on behalf of the City.
- Approval is good for a period of six months.
- City is not responsible for the maintenance of the mural.
- The property owner is responsible for the maintenance of the mural. Murals that are in disrepair from maintenance, including paint peeling or fading, may be subject to code enforcement.

) )  
) )



CITY OF GREEN COVE SPRINGS  
MURAL APPLICATION

- 1. Project: Mural
- 2. Applicant Name: Rusty Chaney
- 3. Owner Name: Rusty Chaney
- 4. Applicant Address: 116 N. Orange Ave GCS
- 5. Property Address: 26 N. Orange Ave GCS
- 6. Applicant Phone: (904) 327-3434 Fax: (N/A) Email: N/A
- 7. Contact Person: Rusty
- 8. Contact Phone: (904) 327-3434 Fax: (N/A) Email: N/A

Attach detailed outline of the proposed work, including:

- Artist's rendering
- Major sponsor and supporting groups or individuals
- Qualifications of project manager and artist
- Estimated timeline

I understand that my application is subject to City Council approval and that I will be expected to follow the Mural Guidelines.

**All attachments are required for a complete application.**

I certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.

  
Signature of Applicant

Rusty Chaney  
Typed or printed name and title of applicant

) )  
) )

**AUTHORIZATION FOR MURAL PLACEMENT ON PRIVATE PROPERTY**

This agreement is entered into in duplicate originals this 5 day of November, 2020; by and between Sophie Dentiste (hereafter "Artist") and Rusty Chaney, (hereafter "Owner").

**WITNESSETH**

WHEREAS, Artist has approached the City of Green Cove Springs (hereafter "City") to allow certain murals to be painted on private property within the City.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Artist and Owner agree that Artist may paint or have painted a mural of the approximate size and content as shown on Exhibit "A" attached hereto on Owner's building located at ORANGE AVE, GREEN COVESPRINGS, FL 32043.
2. Artist shall be allowed to leave the mural on such building for a period of at least 6 months. After such date, Owner may terminate this right with 30 days written notice to Artist.
3. During the exhibition of the mural, it shall comply with International Building Maintenance Code adopted by the City.
4. Artist shall hold Owner harmless, and indemnify Owner from any and all damages arising hereunder for personal injury or death and property damages for placement of the mural on Owner's property.
5. Venue for any actions hereunder shall be in Clay County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the date shown above.

Artist: Sophie Dentiste

Owner: Rusty Chaney

↗ Signed: *[Signature]*  
Sophie Dentiste

Signed: Rusty Chaney

↗ Print name

Print Name Rusty Chaney

Witnesses To All Parties:

*[Signature]*  
Genevieve McKinley



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Council Meeting **MEETING DATE:** November 10, 2020  
**FROM:** Mike Null, Assistant City Manager  
**SUBJECT:** Council Approval of financing contract with NCL Government Capital for the purchase of two Heil Rear Load Garbage Trucks from Tampa Crane & Body Acquisitions, LLC in the amount of \$255,600.00. *Mike Null*

### BACKGROUND

The City Council voted to approve the purchase of two rear load garbage trucks from Tampa Crane & Body Acquisitions in the amount of \$255,600.00. This item is presented to authorize the signature of the financing contract with NCL to facilitate this purchase.

### FISCAL IMPACT

These funds are allocated in the approved FY 21 Solid Waste CIP Budget. The interest rate is 3.25% with semi-annual payments for five (5) years.

### RECOMMENDATION

Approve and authorize Mayor to execute a financing contract with NCL Government Capital for the purchase of two Heil Rear Load Garbage Trucks from Tampa Crane & Body Acquisitions, LLC in the amount of \$255,600.00.



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

Enclosed you will find lease documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents as indicated. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- ▣ Government Obligation Contract
- ▣ Exhibit A – Description of Equipment
- ▣ Exhibit B – Payment Schedule
- ▣ Exhibit C – Acceptance of Obligation
- ▣ Exhibit D – Obligor Resolution
- ▣ Exhibit E – Officer's Certificate
- ▣ Exhibit F – Payment Request and Equipment Acceptance Form
- ▣ Exhibit G – Signature Card
- ▣ Exhibit H – Obligor Acknowledgement
- ▣ Exhibit I – Bank Qualified Certificate
- ▣ Insurance Requirements
- ▣ Debit Authorization (Preferred)
- ▣ Copy of Sales Tax Exemption Certificate – if it applies
- ▣ 8038-G

Include in the return documentation a check in the amount of **\$250.00** made payable to Lease Servicing Center, Inc. dba NCL Government Capital. This is the one-time documentation and processing fee of \$250.00.

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with your company for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

*Tim Goetsch*

Enclosures

## DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (320) 763-7600.

### I. Attached Documentation

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**1. Government Obligation Contract**

- ◆ An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***

**2. Exhibit A – Description of Equipment**

- ◆ Review equipment description. Complete serial number/VIN if applicable.
- ◆ List the location where the equipment will be located after delivery/installation.

**3. Exhibit B – Payment Schedule**

- ◆ Sign and print name and title

**4. Exhibit C - Acceptance of Obligation**

- ◆ Sign and print name and title

**5. Exhibit D - Obligor Resolution**

- ◆ Type in the date of the meeting in which the purchase was approved.
- ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
- ◆ The secretary, chairman or other authorized board member of the Obligor must sign the Resolution where indicated.
- ◆ A second authorized individual that is with the Obligor should attest the Resolution where indicated.

**6. Exhibit E - Officer's Certificate**

- ◆ Sign and print name and title
- ◆ Please list the Source of Funds for the Contract Payments.

**7. Exhibit F - Payment Request & Equipment Acceptance Form**

- ◆ Do Not Return until you need to request funds from the Vendor Payable Account.

**8. Exhibit G - Signature Card**

- ◆ Sign and print name and title
- ◆ An additional individual may sign as an authorized individual, if desired.

**9. Exhibit H - Obligor Acknowledgement**

- ◆ Complete information as indicated.

**10. Exhibit I - Bank Qualified Certificate**

- ◆ Sign and print name and title

**11. Insurance Requirements**

- ◆ Complete insurance company contact information where indicated.

**12. Debit Authorization – (Preferred)**

- ◆ Complete form and attach a voided check

### II. Condition to Funding

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If, for any reason: (i) the required documentation is not returned by February 7, 2021, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither Lease Servicing Center, Inc. dba NCL Government Capital AOIA is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

**All documentation should be returned to:**

Lease Servicing Center, Inc. dba NCL Government Capital  
220 22nd Avenue, Suite 106  
Alexandria, Minnesota 53608

**GOVERNMENT OBLIGATION CONTRACT****Obligor**

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

**Obligee**

Lease Servicing Center, Inc. dba NCL Government Capital  
220 22nd Avenue East, Suite 106  
Alexandria, Minnesota 56308

**Dated as of October 22, 2020**

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

**I. Definitions**

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

**II. Obligor Warranties**

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.

(d) Obligor shall use the Equipment only for essential, traditional government purposes.

(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.

(f) In the event that the Internal Revenue Code of 1986, as currently amended (the "Code"), should be further amended or replaced: (i) to reduce corporate and/or individual income tax rates or (ii) to reduce or eliminate the extent to which the interest portion of the Contract Payments is excludable from gross income, then, at the written request of Obligee or its assigns, Obligor shall pay to Obligee or its assigns with each Contract Payment payable after the effective date of such amendment or replacement such additional amount as necessary to bring the after tax yield on each such Contract Payment to the same effective rate that Obligee or its assigns would have received had there occurred no such amendment to or replacement of the Code. Notwithstanding any other provision of this Agreement, Obligor shall have the right to exercise its option to purchase the Equipment pursuant to Section 3.04 hereof on the effective date of any such amendment or replacement.

(g) Obligor has never non-appropriated funds under a contract similar to this Contract.

(h) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.

(i) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.

(j) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.

(k) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

(l) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

(m) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

(n) Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

**III. Acquisition of Equipment, Contract Payments and the Purchase Option Price**

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**Section 3.01 Acquisition and Acceptance.** Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

**Section 3.02 Contract Payments.** Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. Nothing herein shall constitute a pledge by Obligor of any ad valorem taxes to the payment of Contract Payments or any other amount coming due hereunder. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

**SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL.** Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

**Section 3.04 Purchase Option Price.** Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

**Section 3.05 Contract Term.** The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

**Section 3.06 Disclaimer of Warranties.** OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

**IV. Non-Appropriation**

**Section 4.01 Non-Appropriation.** If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear.

**V. Insurance, Damage, Insufficiency of Proceeds**

**Section 5.01 Insurance.** Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

**Section 5.02 Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

**Section 5.04 Obligor Negligence.** Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents. Notwithstanding the foregoing to the contrary, the Obligor's liability hereunder shall not exceed the statutory monetary limits set forth in Section 768.28, Florida Statutes, as amended.

**Section 5.05 Reimbursement.** Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

**VI. Title**

**Section 6.01 Title.** Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee and Obligor will peaceably surrender possession of the Equipment to Obligee.

**VII. Assignment**

**Section 7.01 Assignment by Obligee.** All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment, Sale or Transfer by Obligor. None of Obligor's right, title and interest under this Contract and/or in the Equipment may be assigned, sold or transferred unless Oblige approves of such assignment, sale or transfer in writing before such assignment, sale or transfer occurs and only after Obligor first obtains an opinion from national counsel stating that such assignment, sale or transfer will not jeopardize the tax-exempt status of the obligation.

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#### VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Oblige shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State. Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Oblige or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Oblige deems necessary or appropriate to protect Oblige's interest in the Equipment and in this Contract. Obligor shall allow Oblige to examine and inspect the Equipment at all reasonable times.

#### IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Oblige that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Oblige may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Oblige, unless Oblige agrees in writing to an extension of time. Oblige will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Oblige under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Oblige.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default or Non-Appropriation. Whenever any Event of Default or Non-Appropriation exists, Oblige shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Oblige may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) Upon written request by Oblige, Obligor shall, within a reasonable timeframe established by Oblige, use its best efforts to sell the Equipment in a commercially reasonable manner. Alternatively, Oblige may require Obligor at Obligor's expense to redeliver any or all of the Equipment to Oblige as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. Oblige may allow additional time for Obligor to deliver the Equipment provided Obligor is making a good faith effort to deliver the Equipment as quickly as possible. Upon receipt of the Equipment Oblige shall use its best efforts to sell the Equipment in a commercially reasonable manner. Upon sale of the Equipment by either Obligor or Oblige as provided herein, all proceeds of sale shall be applied: (i) first, to pay the reasonable costs of such sale including without limitation, amounts payable under Section 9.02(c), (ii) then, to pay any Contract Payments due and owing; and (iii) then pay the applicable Purchase Option Price. Any proceeds of sale remaining in excess of items (i), (ii) and (iii) above shall be paid to Obligor. If Obligor fails to deliver the Equipment to Oblige as provide herein, Oblige shall have the right to collect additional Contract Payments from the Obligor during the period of such failure in the exact amounts and on the dates due as set forth on Exhibit B of the Agreement and Obligor hereby pledges to make these additional Contract Payments from all available revenue sources of Obligor excepting only revenues obtained from ad valorem taxes. If the Obligor does not make such additional Contract Payments as provided for herein, then Oblige shall have the right to obtain a judgement against Obligor for an amount that is not less than the applicable Purchase Option Price, provided that any funds to pay the judgement shall come from all available revenue sources of Obligor excepting only revenues obtained from ad valorem taxes.
- (c) Oblige may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Oblige for all costs incurred by Oblige in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Oblige is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

#### Section 9.04 Return of Equipment and Storage.

- (a) Surrender: When required hereunder, the Obligor shall, at its own expense, surrender the Equipment and all required documentation to evidence transfer of title from Obligor to the Oblige by delivering the Equipment to the Oblige to a location accessible by common carrier and designated by Oblige. In the case that any of the Equipment consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Oblige all tangible items constituting such software. At Oblige's request, Obligor shall also certify in a form acceptable to Oblige that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Oblige and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: When required hereunder, the Equipment shall be delivered to the location designated by the Oblige by a common carrier unless the Oblige agrees in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Oblige's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment or its component parts from the Obligor's property all without liability to the Oblige. Obligor shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Oblige the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment!
- (c) Condition: When the Equipment is surrendered to the Oblige it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Oblige to sell or lease it to a third party and be free of all liens. If Oblige reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Oblige may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Oblige for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Oblige, the Obligor shall provide free storage for the Equipment for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Oblige. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Oblige shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

#### X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Oblige executed this Contract, which is on or after the date that the Obligor executes this Contract, Oblige agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Oblige selects that is acceptable to Obligor (including Oblige or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Oblige of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Oblige to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Oblige.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Oblige that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Oblige at the time this transaction was submitted for credit approval by the Obligor to the Oblige.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Item #22.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date the portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

**XI. Miscellaneous**

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract or the Equipment financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

**City of Green Cove Springs, Florida**

**Lease Servicing Center, Inc. dba NCL Government Capital**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**EXHIBIT A**

**DESCRIPTION OF EQUIPMENT**

**RE: Government Obligation Contract dated as of October 22, 2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Green Cove Springs, Florida (Obligor)**

---

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Two (2) 2021 Freightliner Garbage Trucks

Physical Address of Equipment after Delivery : \_\_\_\_\_

**EXHIBIT B**

**PAYMENT SCHEDULE**

**RE: Government Obligation Contract dated as of October 22, 2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Green Cove Springs, Florida (Obligor)**

---

Date of First Payment: April 22, 2021  
 Original Balance: \$255,600.00  
 Total Number of Payments: Ten (10)  
 Number of Payments Per Year: Two (2)

<b>Pmt No.</b>	<b>Due Date</b>	<b>Contract Payment</b>	<b>Applied to Interest</b>	<b>Applied to Principal</b>	<b>*Purchase Option Price</b>
1	22-Apr-21	\$28,588.23	\$5,340.35	\$23,247.88	\$242,866.10
2	22-Oct-21	\$28,588.23	\$4,854.62	\$23,733.61	\$217,119.40
3	22-Apr-22	\$28,588.23	\$4,358.75	\$24,229.48	\$191,071.47
4	22-Oct-22	\$28,588.23	\$3,852.51	\$24,735.72	\$164,718.78
5	22-Apr-23	\$28,588.23	\$3,335.70	\$25,252.53	\$138,057.76
6	22-Oct-23	\$28,588.23	\$2,808.09	\$25,780.14	\$111,084.81
7	22-Apr-24	\$28,588.23	\$2,269.45	\$26,318.78	\$83,796.27
8	22-Oct-24	\$28,588.23	\$1,719.56	\$26,868.67	\$56,188.46
9	22-Apr-25	\$28,588.23	\$1,158.19	\$27,430.04	\$28,257.63
10	22-Oct-25	\$28,588.23	\$585.08	\$28,003.15	\$0.00

**City of Green Cove Springs, Florida**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name and Title

\*Assumes all Contract Payments due to date are paid

**EXHIBIT C**

**ACCEPTANCE OF OBLIGATION  
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B**

**RE: Government Obligation Contract dated as of October 22, 2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Green Cove Springs, Florida (Obligor)**

---

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

**City of Green Cove Springs, Florida**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

**RE: Government Obligation Contract dated as of October 22, 2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Green Cove Springs, Florida (Obligor)**

---

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on \_\_\_\_\_ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of October 22, 2020, between City of Green Cove Springs, Florida (Obligor) and Lease Servicing Center, Inc. dba NCL Government Capital (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

**Authorized Individual(s):** \_\_\_\_\_

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

**Signature:** \_\_\_\_\_

(Signature of Secretary, Board Chairman or other member of the Governing Body)

**Printed Name & Title:** \_\_\_\_\_

(Printed Name and Title of individual who signed directly above)

**Attested By:** \_\_\_\_\_

(Signature of one additional person who can witness the passage of this Resolution)

**Printed Name & Title:** \_\_\_\_\_

(Printed Name of individual who signed directly above)

**EXHIBIT E**

**OFFICER'S CERTIFICATE**

**RE: Government Obligation Contract dated as of October 22, 2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Green Cove Springs, Florida (Obligor)**

---

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

**City of Green Cove Springs, Florida**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

**RE: Government Obligation Contract dated as of October 22, 2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Green Cove Springs, Florida (Obligor)**

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In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ \_\_\_\_\_ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: \_\_\_\_\_  
\_\_\_\_\_
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing Lease Servicing Center, Inc. dba NCL Government Capital and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: tgoetsch@lscfinancial.com

Please call (320) 763-7600 if you have any questions.

**City of Green Cove Springs, Florida**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**EXHIBIT G**  
**SIGNATURE CARD**

**RE: Government Obligation Contract dated as of October 22, 2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Green Cove Springs, Florida (Obligor)**

---

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Green Cove Springs, Florida.

**City of Green Cove Springs, Florida**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**Signature of additional authorized individual (optional) of Obligor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**EXHIBIT H**

**OBLIGOR ACKNOWLEDGEMENT**

**RE: Government Obligation Contract dated as of October 22, 2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Green Cove Springs, Florida (Obligor)**

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Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

**Obligor will immediately notify Obligee if any of the information listed above is changed.**

EXHIBIT I

BANK QUALIFIED CERTIFICATE

**RE: Government Obligation Contract dated as of October 22, 2020, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Green Cove Springs, Florida (Obligor)**

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Whereas, Obligor hereby represents that it is a “Bank Qualified” Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the “Code”). (A “Bank Qualified Issuer” is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than “private activity bonds” as defined in Section 141 of the Code, excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such “qualified tax-exempt obligations”.
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than “private activity bonds” as defined in Section 141 of the Code and excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

**City of Green Cove Springs, Florida**

---

Signature

---

Printed Name and Title

# INSURANCE REQUIREMENTS

Item #22.

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

**Insured:**

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

**Certificate Holder:**

Lease Servicing Center, Inc. dba NCL Government Capital AOIA  
220 22<sup>nd</sup> Avenue, Suite 106  
Alexandria, Minnesota 53608

**1. Equipment Description**

- ◆ Two (2) 2021 Freightliner Garbage Trucks
- ◆ Please include all applicable VIN's, serial numbers, etc.

**2. Deductible**

- ◆ The deductible amounts on the insurance policy should not exceed \$25,000.00.

**3. Physical Damage**

- ◆ All risk coverage to guarantee proceeds of at least \$255,600.00.

**4. Liability**

- ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.

**5. Additional Insured and Loss Payee**

- ◆ Lease Servicing Center, Inc. dba NCL Government Capital AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

**Please forward certificate as soon as possible to:** Email: tgoetsch@lscfinancial.com

**Please complete the information below and return this form along with the Contract.**

**City of Green Cove Springs, Florida**

Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Email: \_\_\_\_\_

\*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

**DEBIT AUTHORIZATION**

I hereby authorize Lease Servicing Center, Inc. dba NCL Government Capital AOIA to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that Lease Servicing Center, Inc. dba NCL Government Capital AOIA may reinstate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

<b>Contract Number</b> 3358126	<b>Payment Amount</b> \$28,588.23	<b>Frequency of Payments</b> Semi-Annual	
<b>Beginning</b> _____ Month _____ Year		<b>Day of Month</b> Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

<b>Financial Institution Name</b>		<b>Branch</b>	
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Routing Number</b>		<b>Account Number</b>	

**Type of Account**       Checking       Savings

If the account does not have sufficient funds, Lease Servicing Center, Inc. dba NCL Government Capital AOIA may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when Lease Servicing Center, Inc. dba NCL Government Capital AOIA attempts to deduct a payment, Lease Servicing Center, Inc. dba NCL Government Capital AOIA may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to Lease Servicing Center, Inc. dba NCL Government Capital AOIA regarding the above-referenced loan.

This authority is to remain in full force and effect until Lease Servicing Center, Inc. dba NCL Government Capital AOIA has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

<b>Obligor Name on Contract</b> City of Green Cove Springs, Florida	
<b>Signature</b>	<b>Printed Name and Title</b>
<b>Tax ID Number</b> 59-6000328	<b>Date</b>

**PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!**

**USA Patriot Act**

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

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**TO:** Regular Session **MEETING DATE:** November 10, 2020  
**FROM:** Erin West, Mike Null  
**SUBJECT:** City Council approval of Resolution No. R-32-2020, correcting scrivener's error on the Stormwater Mitigation Credit application due date.

### BACKGROUND

On the August 4, 2020 Council voted to approve November 30, 2020 as the application due date. On September 1, 2020 Resolution No. R-15-2020 was approved and included the wrong due date of November 1, 2020

### FISCAL IMPACT

### RECOMMENDATION

Approve Resolution No. R-32-2020, correcting scrivener's error on the Stormwater Mitigation Credit date.

## RESOLUTION NO. R-32-2020

### A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, CORRECTING SCRIVENER'S ERROR ON THE STORMWATER MITIGATION CREDIT APPLICATION DUE DATE.

**WHEREAS**, in Resolution R-15-2020, Section 6, Letter C; the City established in order to receive a Mitigation Credit for which property is eligible, prior to November 1 ~~August 15~~, 2020, and, thereafter, prior to the May 1 preceding the Fiscal Year for which reapplication is required, the property owner shall file a Mitigation Credit application with the City Manager on a form approved by the City. The property owner may be required to provide the City Manager with "as built" drawings of the Stormwater management facility sealed by a Florida registered professional engineer, a certification from a Florida registered professional engineer as to the standards of retention and detention achieved by the facility, evidence of compliance with any exemptions mandated under state law, or such other reasonable requirements as may be necessary to effectuate the purposes of this resolution. The City Manager is authorized to process any Mitigation Credits granted for the Fiscal Year beginning October 1, 2020, in accordance with Section 78-1 72(d) of the Assessment Ordinance. on September 1, 2020; and

**WHEREAS**, Staff has identified a correction needed in the November 1 date. The City Council voted on August 4, 2020 of a November 30, 2020 date.

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

**SECTION 1.** Resolution R-15-2020, Section 6, Letter C is repealed and replaced with the following:

- (a) In order to receive a Mitigation Credit for which property is eligible, prior to November 30, 2020, and, thereafter, prior to the May 1 preceding the Fiscal Year for which reapplication is required, the property owner shall file a Mitigation Credit application with the City Manager on a form approved by the City. The property owner may be required to provide the City Manager with "as built" drawings of the Stormwater management facility sealed by a Florida registered professional engineer, a certification from a Florida registered professional engineer as to the standards of retention and detention achieved by the facility, evidence of compliance with any exemptions mandated under state law, or such other reasonable requirements as may be necessary to effectuate the purposes of this resolution. The City Manager is authorized to process any Mitigation Credits granted for the Fiscal Year beginning October 1, 2020, in accordance with Section 78-1 72(d) of the Assessment Ordinance.

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
GREEN COVE SPRINGS, FLORIDA, IN DUPLICATE, IN REGULAR**

**SESSION THIS 10TH DAY OF NOVEMBER, 2020.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

---

B. Van Royal, 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

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**TO:** Regular Session **MEETING DATE:** November 10, 2020  
**FROM:** Erin West, Mike Null  
**SUBJECT:** City Council approval of Resolution No. R-33-2020, updating the City's Stormwater Mitigation Credit Policy. *Mike Null*

### BACKGROUND

On the July 7, 2020 Council voted to approve Resolution No. R-10-2020 adopting a mitigation credit policy. Resolution No. R-33-2020 will change some verbiage pertaining to the credit policy. Specifically, it removes the reference to 25-year and 100-year flood events, and references current requirements of SJRWMD rules and City of Green Cove Springs code.

### FISCAL IMPACT

TBD depending on the number of mitigation credit applications received and approved.

### RECOMMENDATION

Approve Resolution No. R-33-2020, updating the City's Stormwater Mitigation Credit Policy.

**RESOLUTION NO. R-33-2020**

**A RESOLUTION OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, RELATING TO THE REVISION OF THE STORMWATER MITIGATION CREDIT POLICY.**

**WHEREAS**, the City Council approved Resolution No. R-10-2020 adopting a stormwater mitigation credit policy; and

**WHEREAS**, paragraph five (5) of the policy reads: To qualify for a mitigation credit, the applicant shall submit to the City of GCS a detailed stormwater management plan that illustrates compliance with SJRWMD & City of GCS criteria and outlines the pre and post conditions, pre and post runoff rates and volumes for the ~~critical duration 100-year event as well as the Mean Annual and applicable SJRWMD 25-year~~ required SJRWMD and GCS code storm event. Each application for mitigation credit shall be on a form as provided by GCS, completed by the applicant and signed and sealed by a registered Professional Engineer in the State of Florida. The applicant shall have the legal authority to sign on behalf of the property owner and for the entity that is maintaining the stormwater management system. Provided no changes to a site have occurred and the stormwater system is being properly maintained then the mitigation credit once approved would stay in place from year to year; and

**WHEREAS**, the Council finds that it is in the best interest to include a revision to paragraph five (5) of the Mitigation Credit Policy attached hereto as Appendix A and incorporated herein by reference.

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

**SECTION 1.** revision to paragraph five (5) of the policy will now read: To qualify for a mitigation credit, the applicant shall submit to the City of GCS a detailed stormwater management plan that illustrates compliance with SJRWMD & City of GCS criteria and outlines the pre and post conditions, pre and post runoff rates and volumes for the required SJRWMD and GCS code storm event. Each application for mitigation credit shall be on a form as provided by GCS, completed by the applicant and signed and sealed by a registered Professional Engineer in the State of Florida. The applicant shall have the legal authority to sign on behalf of the property owner and for the entity that is maintaining the stormwater management system. Provided no changes to a site have occurred and the stormwater system is being properly maintained then the mitigation credit once approved would stay in place from year to year

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 10TH DAY OF NOVEMBER, 2020.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

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B. Van Royal, Mayor

**ATTEST:**

---

Erin West, City Clerk

**APPROVED AS TO FORM ONLY:**

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L. J. Arnold, III, City Attorney

**APPENDIX A**

**MITIGATION CREDIT POLICY**



**City of Green Cove Springs**  
 321 Walnut Street  
 Green Cove Springs, FL 32043  
 Phone: (904) 297-7012  
 Fax: (904) 284-8609

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## Stormwater Utility Mitigation Credit Policy

It shall be the policy of the City of Green Cove Springs to allow property owners that are subject to the “user fee” portion of the Stormwater Utility fee to apply for mitigation credits based on stormwater management improvements that have been constructed on the property. The “user fee” portion of the Stormwater Utility fee is calculated based on the parameters outlined in Chapter 70 of the City Code.

Credits are only allowed for properties for which a man-made structural stormwater system has been designed, installed and has a suitable long-term operation and maintenance entity within the actual parcel limits. Single family homes in a platted subdivision are not eligible as the stormwater basin serving them is not on the site of the home and thus stormwater generated from the home must traverse public ROW and stormwater facilities on its way to its receiving stormwater basin.

Unimproved land that is developed shall comply with the SJRWMD & City of GCS criteria for stormwater treatment and rate and volume control for the required duration storm events. Development that meets both discharge rate and volume attenuation for all required storms to at or below pre-developed rates may apply for a credit of 100% of the user portion of the fee. If only rate or only volume is met to pre-developed rates, then the eligible credit is 50% of the user portion of the fee.

Re-development of land that had prior development and complies with the SJRWMD & City of GCS criteria and provides stormwater treatment that meets BOTH rate and volume attenuation to the condition prior to re-development shall be eligible for a credit of 50% of the user portion of the fee. To gain a 100% credit the applicant may choose to treat the property as un-improved land as noted above. This limited credit recognizes that re-development often takes advantage of the existing impervious areas that were built before modern stormwater regulations and thus it allows higher rates and volumes to be discharges offsite thus taxing the stormwater system.

To qualify for a mitigation credit, the applicant shall submit to the City of GCS a detailed stormwater management plan that illustrates compliance with SJRWMD & City of GCS criteria and outlines the pre and post conditions, pre and post runoff rates and volumes for the required SJRWMD and GCS code storm event. Each application for mitigation credit shall be on a form as provided by GCS, completed by the applicant and signed and sealed by a registered Professional Engineer in the State of Florida. The applicant shall have the legally authority to sign on behalf of the property owner and for the entity that is maintaining the stormwater management system. Provided no changes to a site have occurred and the stormwater system is being properly maintained then the mitigation credit once approved would stay in place from year to year.



# 6b – Power Cost Trade-offs of Carbon Reduction Levels Beyond the 50% Reduction Level in Florida

October 2020

# Increased CO<sub>2</sub> Reduction Means Much More Solar in FL

## *Depending on CO<sub>2</sub> Reduction Level, Battery Costs Are the Wildcard*

---

- FMPA/FL currently on a path to meeting 50 percent CO<sub>2</sub> reduction by ~2027 from 2005 levels in a very cost-effective manner
- High level analysis to understand the relative electric price impacts using currently known technologies and expected cost improvements to meet higher levels of CO<sub>2</sub> reduction by 2035
- Recognizes FL has limited transmission import capability (5%) due to geography, so generation likely to come from within state
- The Southeast US has very limited renewable resources with no new hydro available and limited wind resources
- For FL, more CO<sub>2</sub> reductions means more local solar and batteries and less low cost gas generation
- Assumes 4 hour battery back-up systems with multiple sets needs to cover 24 hour or longer period

# Accelerated CO<sub>2</sub> Reduction Would Raise Costs

## *Range of Cost Increase Depends on Amount of CO<sub>2</sub> Reductions*

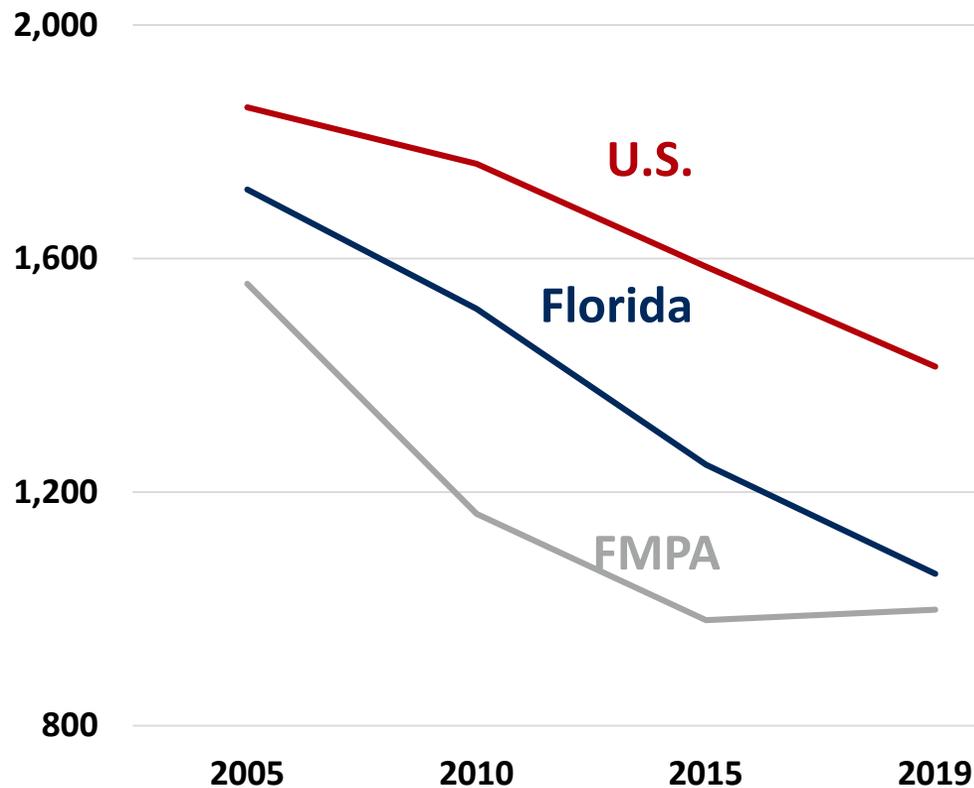
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- Wholesale power costs expected to increase at ~inflationary levels through 2027 while achieving 50% CO<sub>2</sub> reduction from 2005 levels
- Wholesale power costs could increase between ~20% - 250% above projected costs by 2035 as CO<sub>2</sub> reduction moves from ~70% to 100% levels
- A 70% CO<sub>2</sub> reduction achievable with relatively small (20%) cost increases using natural gas generation for reliability and peaking; solar capacity increased to 55 GW plus some additional batteries (5 GW)
- A ~97% CO<sub>2</sub> reduction has a significant cost increase (75%) with solar/battery mix plus natural gas for emergency use, increasing solar capacity to 115 GW with 86 GW of new storage
- A 100% decline in CO<sub>2</sub> has a dramatic cost impact (250%) with a 4-day storage reserve to cover consecutive cloudy days, increasing solar capacity to 150 GW (83X current solar) with over 650 GW of new batteries
- Investment required in transmission/substation reconfiguration for ~60-800 GW of new generation depending on the amount of new capacity added
- Real issue for policymakers is how much more cost can be placed on customers to achieve CO<sub>2</sub> reduction goals?

# FL CO<sub>2</sub> Declined ~40% Over Last 15 Years, Prices Up 25%

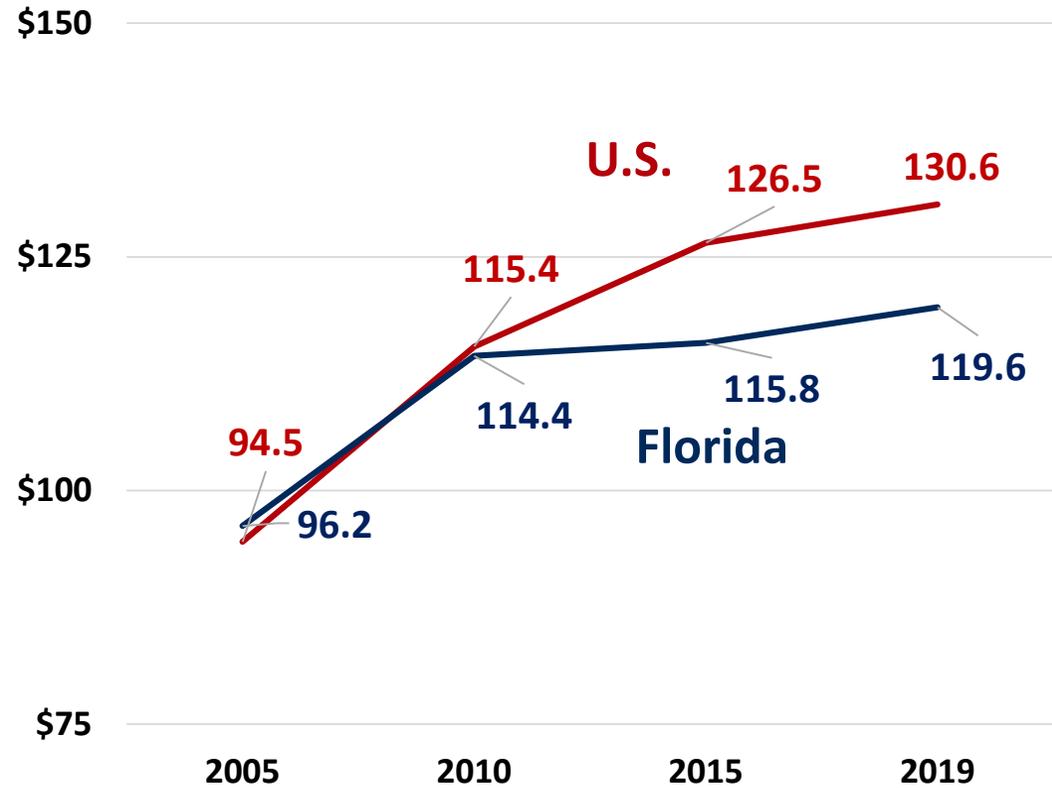
*FL CO<sub>2</sub> Levels Well Below US Even as US Power Prices Rise 38%*

### CO<sub>2</sub> Emissions (lbs./MWh)



SOURCE: EPA's Acid Rain Program database

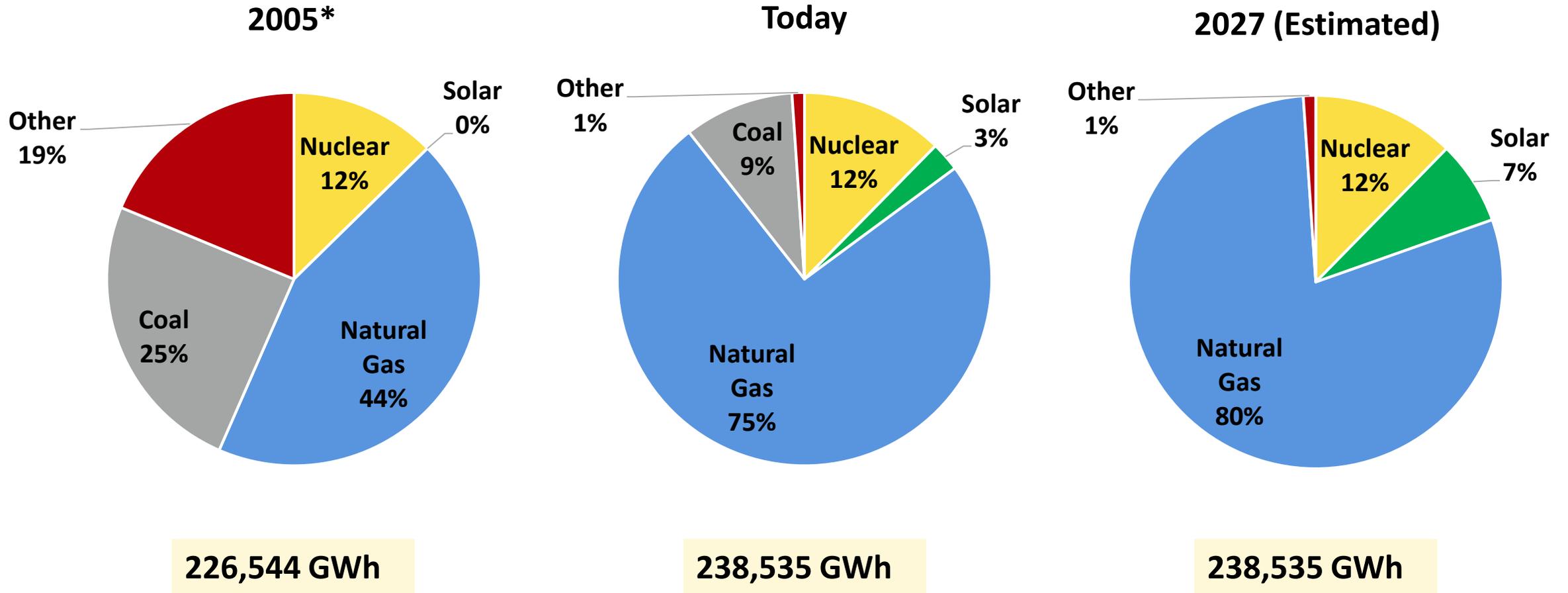
### Residential Rate (\$/MWh)



SOURCE: EIA

# FL Energy Sources Already Shifting Towards Less CO<sub>2</sub>

*Coal/Oil Replaced by Natural Gas Leads to 40% Decline from 2005*

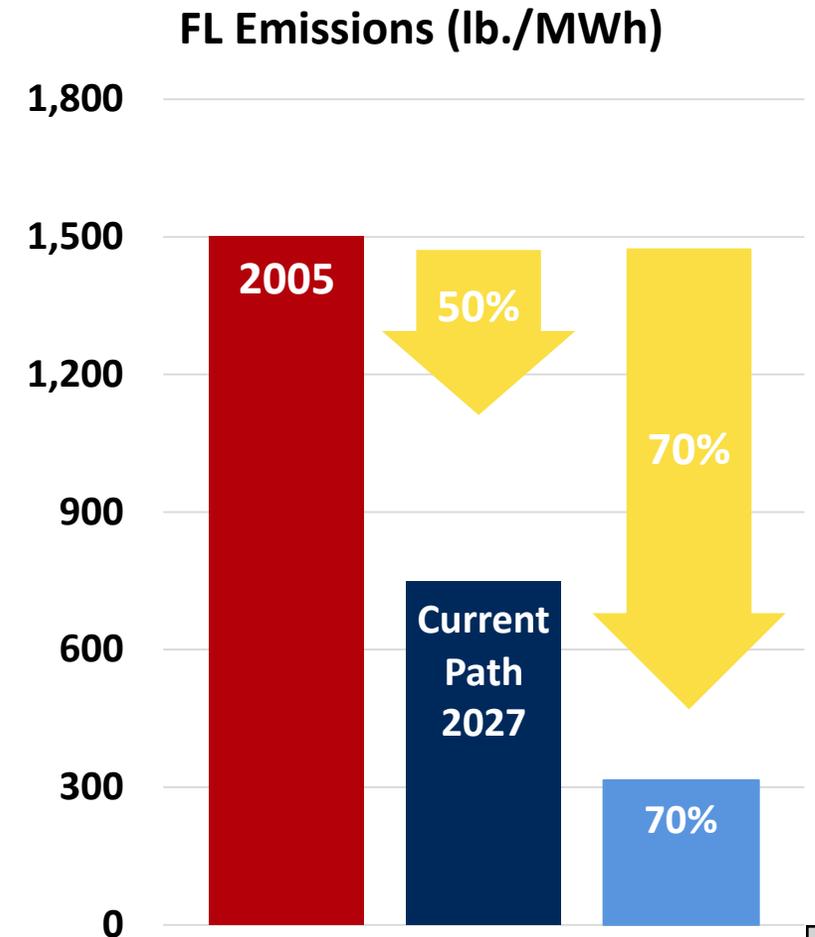


\*Other includes residual and distillate fuel oil.

# 70% CO<sub>2</sub> Reduction – Balancing Solar with Natural Gas

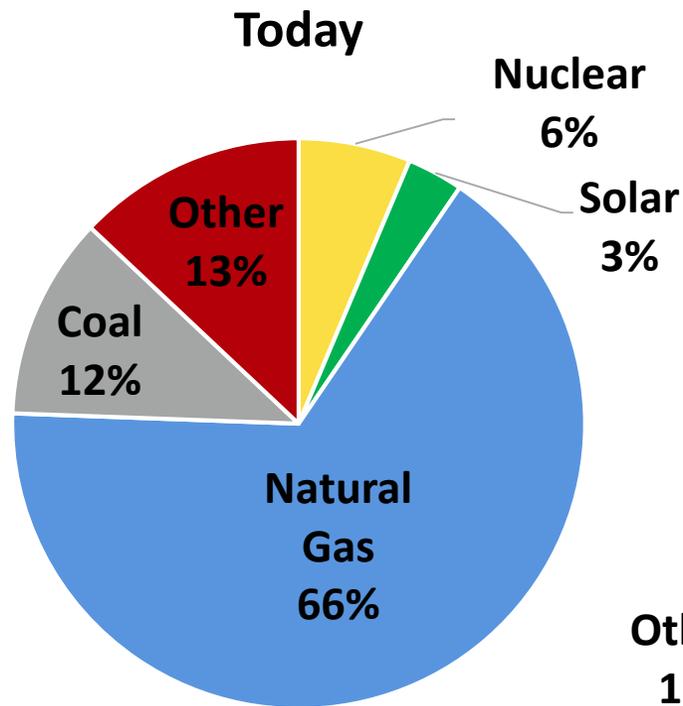
## *Solar for Energy and Thermal Generation for Capacity & Energy*

- Adding solar curbs gas generation during high sun hours of day
- Keeping low cost, clean gas fleet has several significant benefits
  - Lower cost than adding batteries
  - Provides needed reliability and grid stabilization
- As coal and oil retires, additional gas units will be needed to meet required capacity

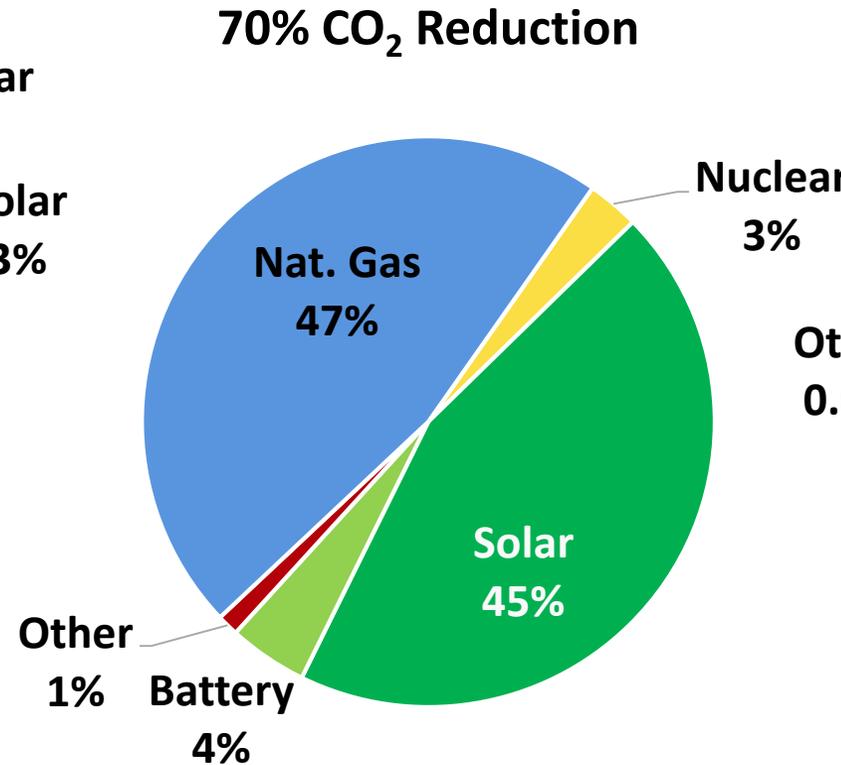


# Significant CO<sub>2</sub> Reduction via Solar Capacity Adds by '35

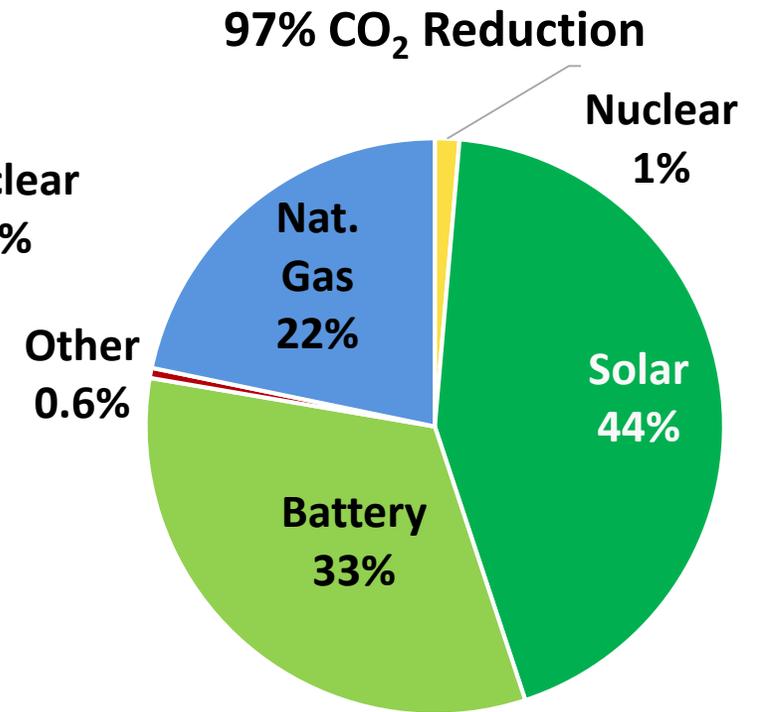
*Natural Gas Back-up Remain with Various Levels of Batteries Increases*



57,194 MW



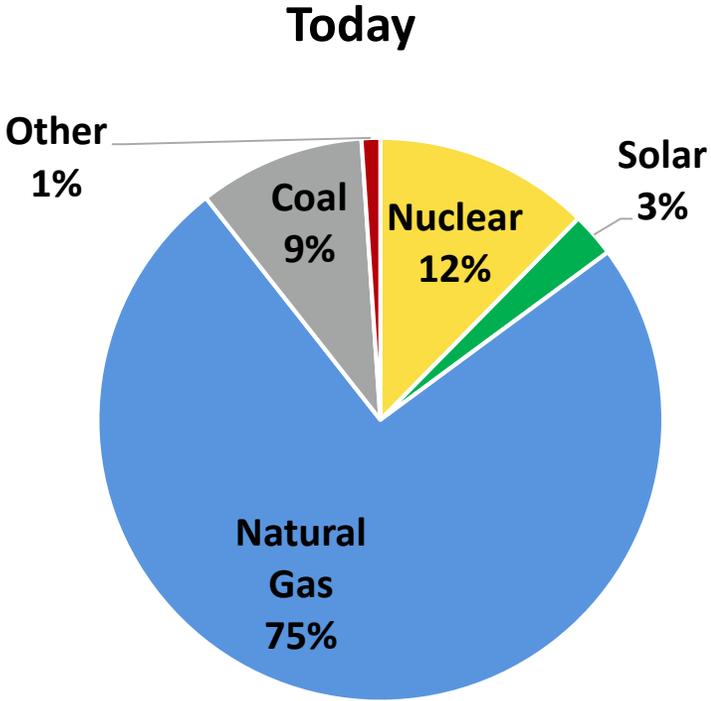
123,247 MW



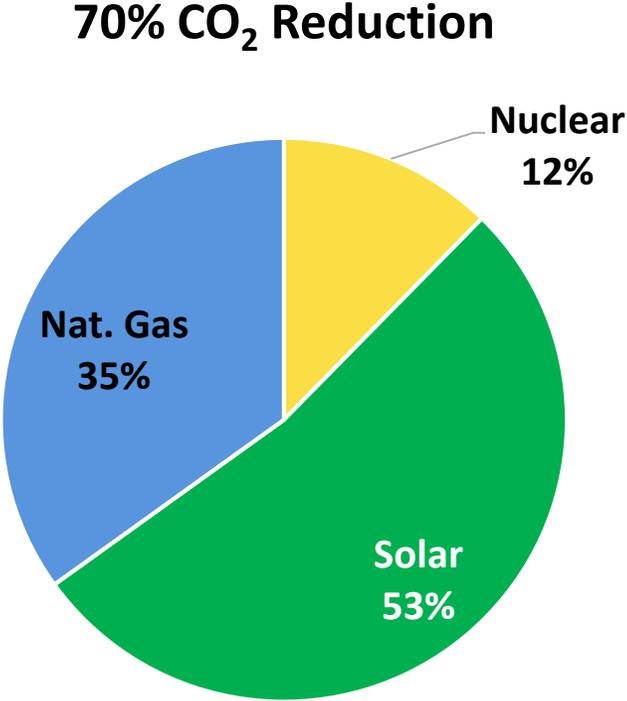
265,112 MW

# Solar Predominant Source for Additional CO<sub>2</sub> Reduction

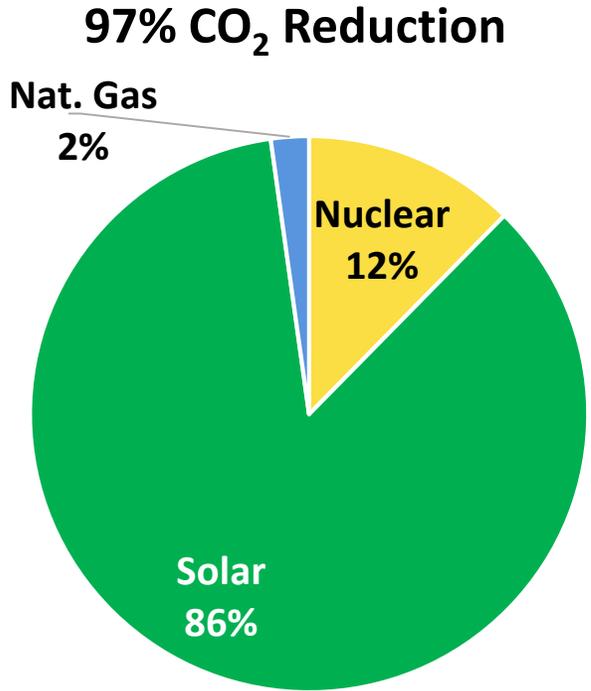
*Gas Energy Share Reduced, Nuclear Energy Stable*



238,535 GWh



238,535 GWh

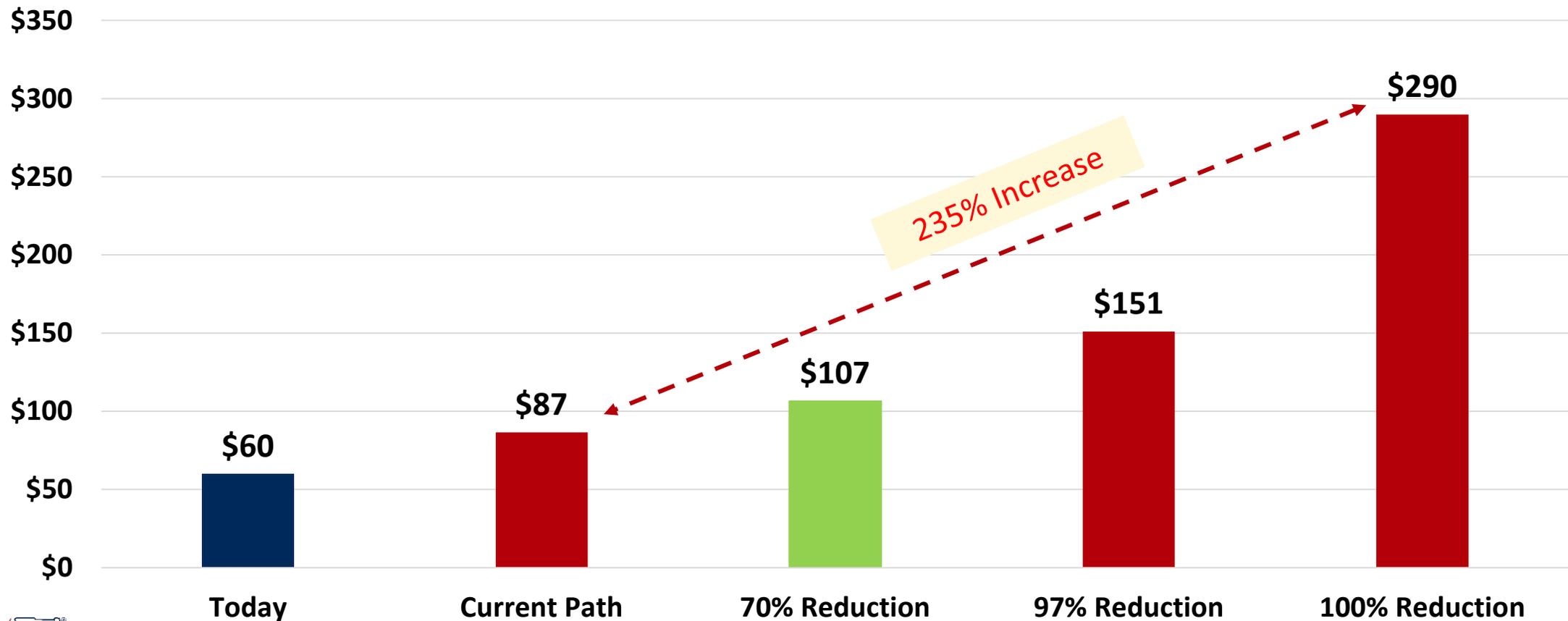


238,535 GWh

# Prices Increase Materially by 2035 at High End of CO<sub>2</sub> Reduction

*Dramatic Increase In Batteries Beyond Current Capacity Drives Costs*

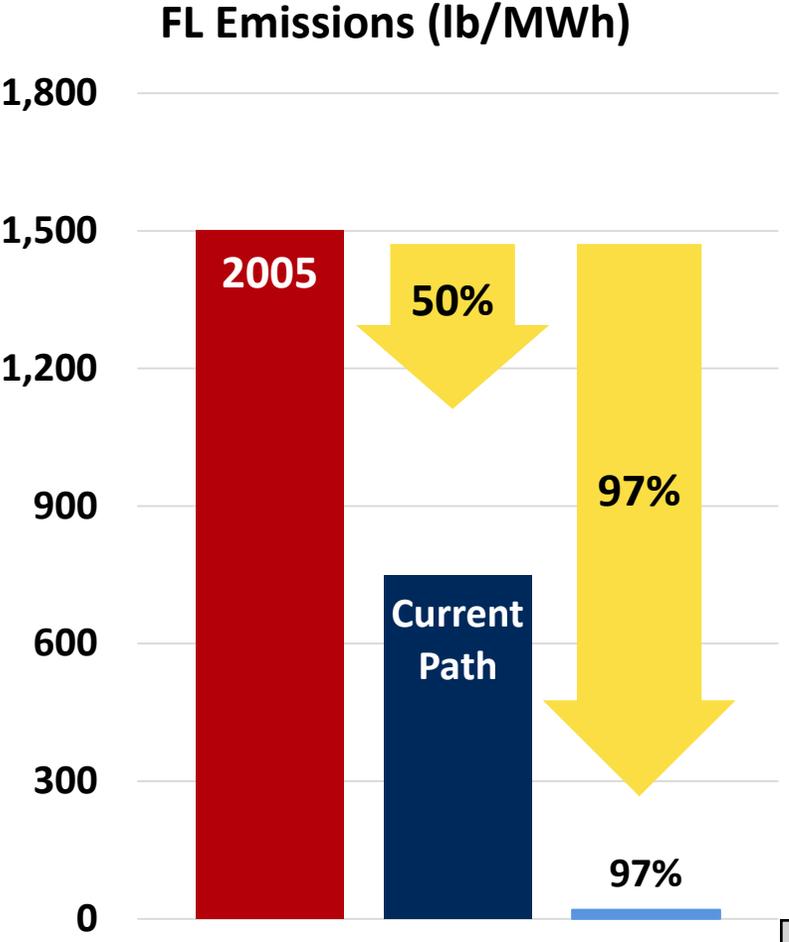
Wholesale FL Energy Prices – Excludes A&G and Retail Distribution (\$/MWh)



# 97% CO<sub>2</sub> Reduction - Solar with Batteries & Natural Gas

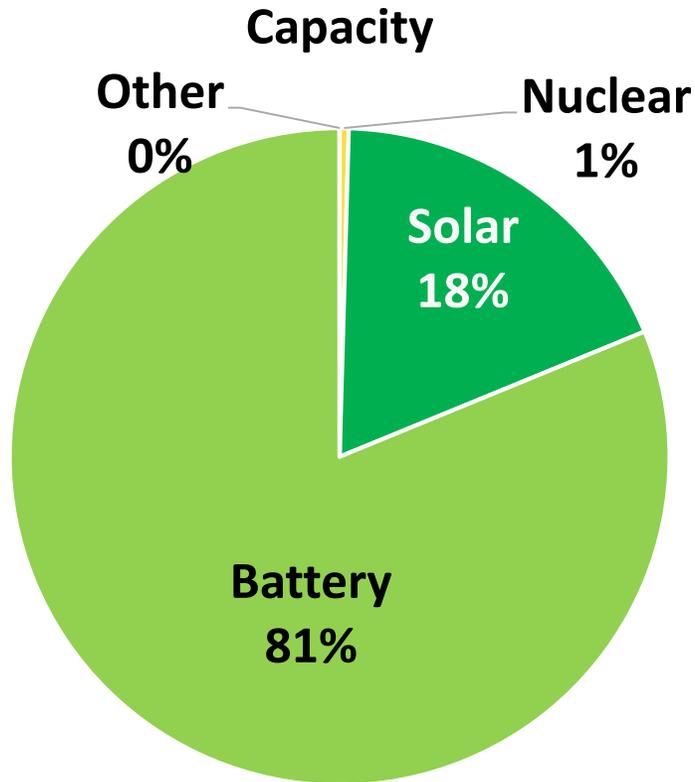
*Battery Mix Further Reduces CO<sub>2</sub>, But Still At Very High Cost*

- Solar and Batteries are 4X current FL System
  - Solar energy sufficient to serve load and charge battery
  - Batteries sufficient to serve load during non daylight hours
  - Gas generation serves load and charges batteries when solar energy is insufficient to meet all load ~ 50% of days
- Gas fleet maintained for peaking/reliability
  - Prevents reliability and stability problems when intermittent resource not available
  - Keeping gas peaking units lower cost than more batteries

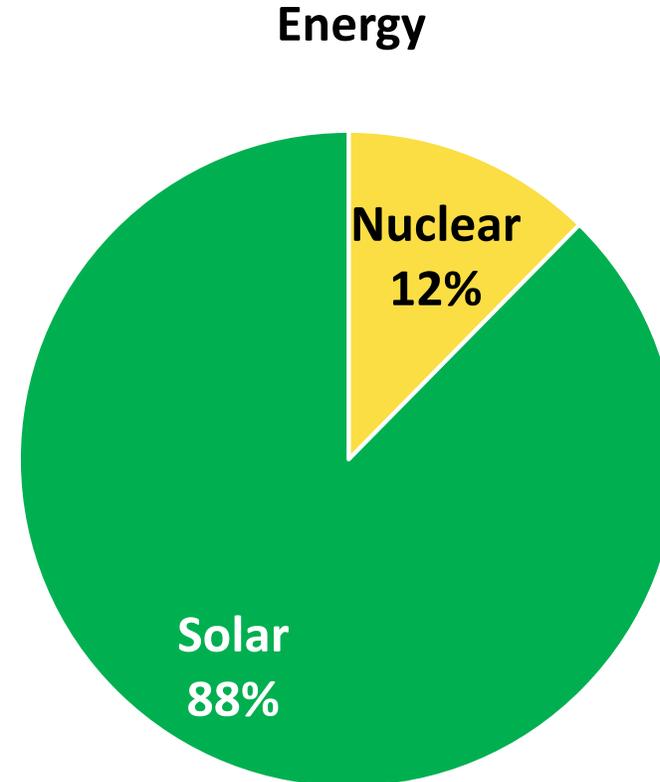


# 100% CO<sub>2</sub> Reduction Requires Extensive Overbuild

*Excess Solar is Required With Batteries at 11X Current Capacity*



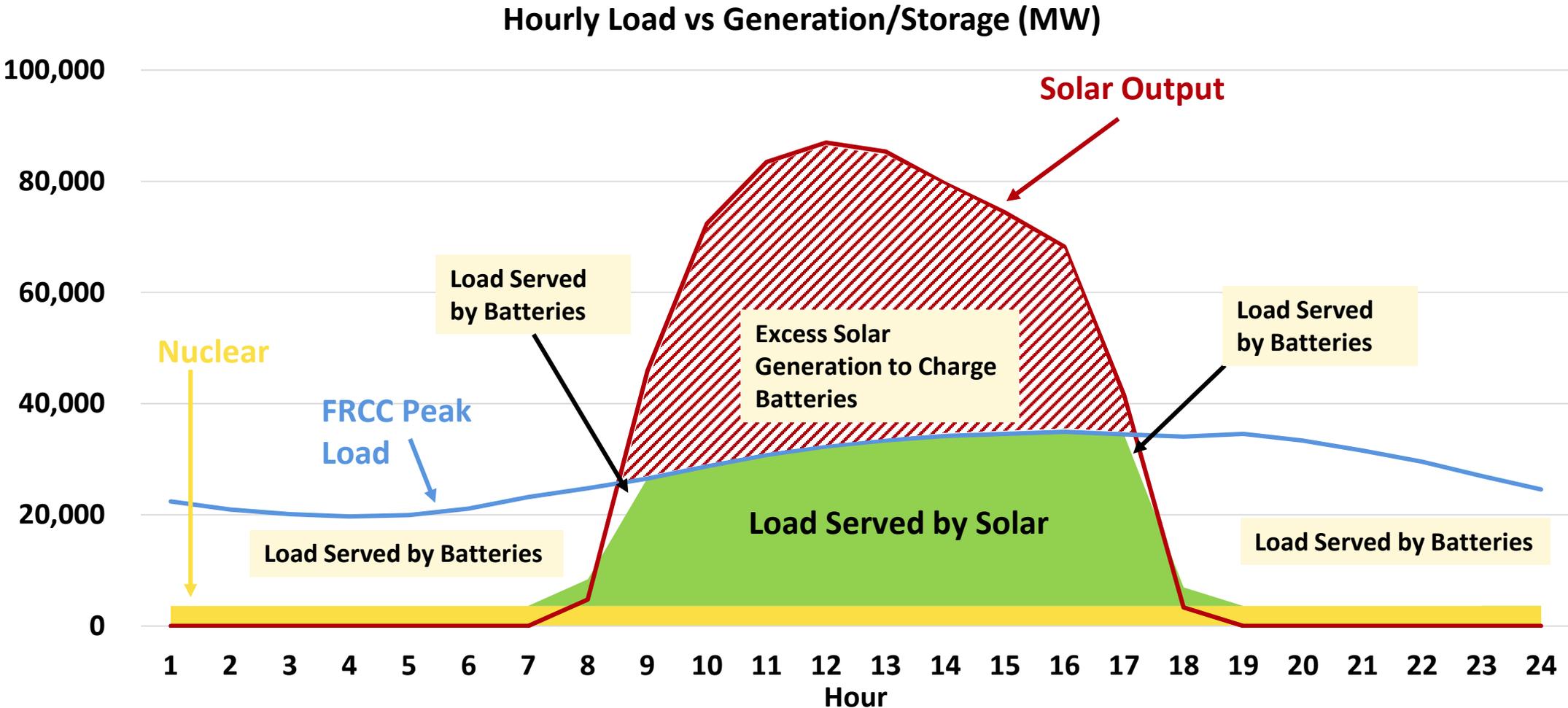
**816,998 MW**



**238,535 GWh**

# Operational Challenges with Significant Solar

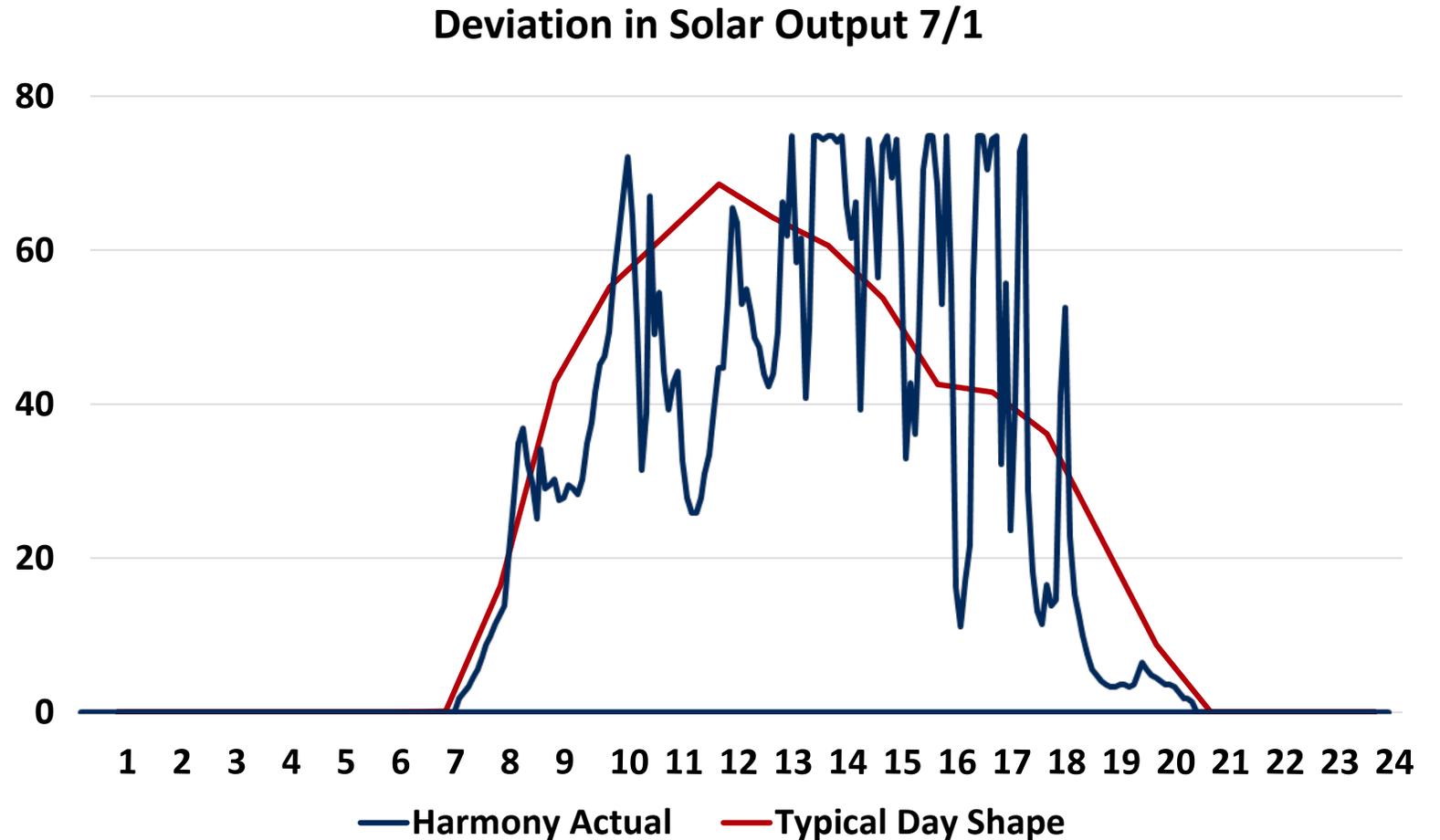
*Lights Must Stay on Even as Solar Peak Different Time From Load Peak*



# Florida Solar Swings Significant Compared to SW

## *A Small Swing in Solar Output Can Drastically Affect Energy*

- Florida cloud patterns much different than the SW US
  - 5 min output may differ significantly from expected
  - Solar output varies constantly requiring normalizing equipment and storage/on-line gas generation to supply load
  - Many large generating sites will likely need to be converted to synchronous condensers
- Reactive power for grid stability



# Florida is Sunny ~68% of Time, Far Less Than AZ/CA

*Interior FL with Land Less Sunny - Orlando Averages 234 Sunny Days\**

	Max Sunny Days	Average Sunny Days
<b>Florida</b>	<b>281</b>	<b>248</b>
Orlando	265*	234
California	281	263
Arizona	310	299
United States**	310	217

Orlando is roughly (on average):

- 11% less sunny than Los Angeles, CA
- 7% less sunny than San Diego, CA
- 25% less sunny than Phoenix, AZ

Location	Sunshine Ave % Possible	Clear Days	Partly Cloudy Days	Cloudy Days
<u>FL Average*</u>	<u>68</u>	<u>95</u>	<u>145</u>	<u>126</u>
Jacksonville, FL	64	94	127	144
Key West, FL	77	104	155	107
Miami, FL	70	74	175	115
Pensacola, FL	60	105	123	137
Tampa, FL	69	101	143	121
Orlando, FL	64*	89	147	130
<u>AZ Average*</u>	<u>82</u>	<u>189</u>	<u>93</u>	<u>84</u>
Phoenix, AZ	85	211	85	70
Tucson, AZ	85	193	91	81
<u>CA Average*</u>	<u>72</u>	<u>169</u>	<u>91</u>	<u>105</u>
Los Angeles, CA	72	186	106	73
San Diego, CA	69	146	117	102

Source: NOAA Comparative Climate Data For the United States Through 2018

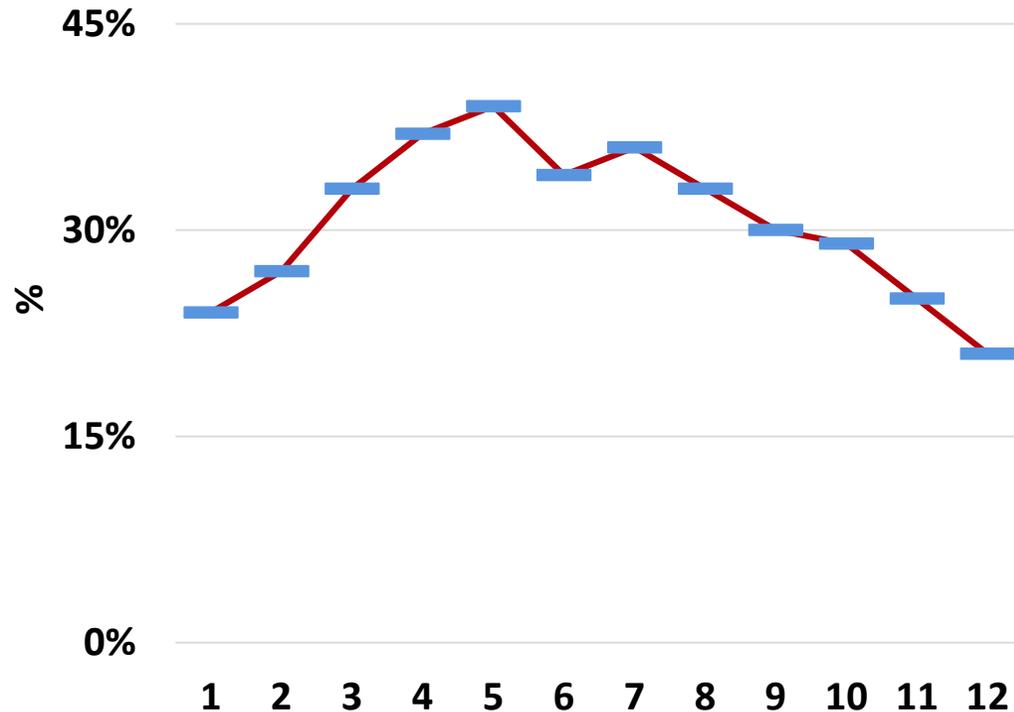
\*Average of above source, <http://bestplaces.net/climate/city/florida/orlando>, and <http://currentresults.com/weather/florida/annual-days-of-sunshine.php>. Max sunny days for Orlando of 58 estimated based on FL level variance between average and max.

\*\*Calculated from all weather stations in the source document.

# Monthly Avg Solar Efficiency Variations Drive Needs

## *Solar Capacity Factor Drives Storage Required*

Monthly Solar Capacity Factor (%)



- Solar has lower capacity in winter with fewer hours of high over-head sun
- Fall has lower capacity factor than spring due to less full sunny days in fall
- Highest capacity factor month is typically May which is not longest month, but is sunniest month
- August and September are challenging with high heat/humidity levels and short days/plenty of mid-day storms

# Under Significant Reduction, Large Solar Land Needed

## *Tight Buildable Land May Limit Availability*

- Suitable land
  - Close to existing transmission and infrastructure
  - No environmental restraints

Conversion	Units	Value
Solar Land Use (1 Axis, >20MW) <sup>3</sup>	Acres/MW-AC	8.3
Battery Land Use <sup>4</sup>	Acre/MWh	.02

**Placing all solar in one condensed area implies a lot of compounded risk from single events.**

- FL total land area = 34,647,040 acres<sup>1</sup>
  - Farm land 8,417,200 Acres (2016) (24% of FL)<sup>2</sup>
  - Solar land estimated to be required 1,294,800 Acres (4% of FL)
  - Battery footprint 53,120 Acres

- Cost per acre for suitable solar and battery varies and would likely increase as demand surges
  - Leases range from \$250-\$2,000 / acre in more rural areas
  - Model assumes \$10,000 / acre costs financed over 20 years

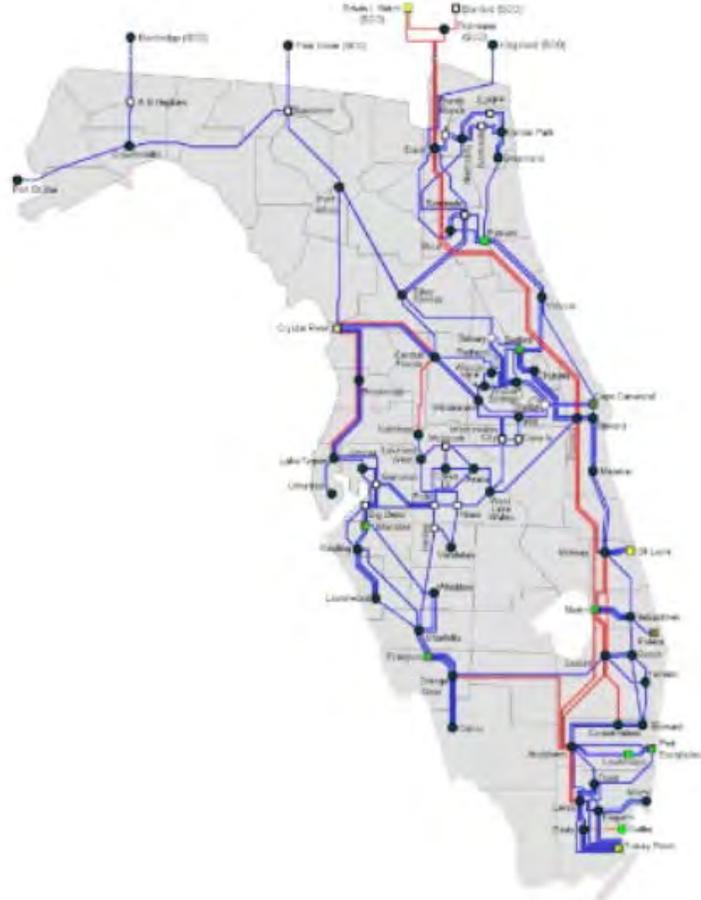
1. <https://dos.myflorida.com/florida-facts/quick-facts/>  
 2. <https://farmlandinfo.org/statistics/florida-statistics/>  
 3. HDR June 2019 Energy-Storage-Technology-Assessment for Platte River Power Authority (for lithium ion)  
 4. NREL Land-Use Requirements for Solar Power Plants in the United States (2013)



# Transmission Growth is Inevitable

## *Thermal Generation Keeps the Grid Stable*

- The additional capacity of solar and batteries requires additional transmission lines for transport since new generation will likely be sited elsewhere (new locations)
- New substations will need to be built in great numbers to connect new solar and storage sites to the grid
- Grid stability requires many balancing elements to prevent black outs
  - Synchronous condensers support grid inertia and reactive power
  - Voltage regulators and frequency response solutions needed
- Assumption of \$100M per 1 GW new solar or battery installation for transmission upgrades



# Florida's CO<sub>2</sub> Reductions Continuing to 50% by 2027

## *Additional CO<sub>2</sub> Reductions Have Moderate to Significant Costs*

- FMPA/FL currently on a path to meeting 50 percent CO<sub>2</sub> reduction by ~2027 from 2005 levels while FL costs stayed flat while US rose by \_\_\_%
- In 2027, Florida will be 80% gas generation and 20% CO<sub>2</sub>-free (nuclear and solar)
- Increases in CO<sub>2</sub> reductions beyond 50% require varying levels of additional solar and batteries within FL
- Wholesale power costs could increase between ~20% - 250% above projected costs by 2035 as CO<sub>2</sub> reduction moves from ~70% to 100% levels
- Costs accelerate exponentially once reductions levels require significant battery installations of 2 – 10 times the current total generation capacity in FL
- Step function improvements in batteries could lead to lower power cost increases
- Investment required in transmission/substation reconfiguration for ~60-800 GW of new generation depending on the amount of new capacity added
- Real issue for policymakers is how much more cost can be placed on customers to achieve CO<sub>2</sub> reduction goals?

**AGENDA ITEM 7 – MEMBER COMMENTS**

**Policy Makers Liaisons Committee Meeting  
October 14, 2020**

**AGENDA ITEM 8 – ANNOUNCEMENTS**

- a. Next Meeting (if schedule approved):  
Wednesday, January 20, 2021 at 1 p.m. at  
FMPA, 8553 Commodity Circle, Orlando, FL**

**Policy Makers Liaisons Committee Meeting  
October 14, 2020**

**AGENDA ITEM 9 – ADJOURN**

**Policy Makers Liaisons Committee Meeting  
October 14, 2020**

## FMPA Monthly Report

**November****Rate Call**

The average price of natural gas for the month was \$2.23. Daily natural gas prices have held their upward movement. Prices during October have been in the \$2.75-3.30 range. Natural gas prices have continued edging upward. The forward pricing curve has trended upward as well and will pressure the goal of less than \$70/MWh.

The peak for the month occurred on 4 September at 4PM. The median Load Factor (LF) was 60.5%. The Green Cove Springs LF was 59.3%.

Natural gas accounted for 74% of the generation mix. Coal was 17% and nuclear was 5%. Solar generation was 1%.

Starke, Leesburg and Ft Meade received Cost Recovery Credits for the month.

The Vero Beach cost recovery account stands at \$7.8 million. This is \$6.1 million below the planned target.

**Board of directors**

The Board approved the FY21 Management Goals, General Manager and CEO and the General Counsel and CLO evaluations and minor modifications to the Risk Management Policy.

The Management Goals were approved as proposed in the draft. Two goals were missed on FY20 scorecard, safety and cybersecurity. There was one lost time accident during the year. Cybersecurity had one security breach through a vendor. Eleven members performed the APPA cyber scorecard check versus a target of twelve. The phishing testing goal was less than 5% and the results were 5.3%.

Mr. Williams and Mr. Finklea both received outstanding evaluations and were awarded a ten percent increase in salary. The increases will place them at approximately the 50 percentile of the comparable utility industry.

Information items were an update on the transmission rate cases and a presentation on various approaches to carbon reduction.

**Executive Committee**

The Executive Committee approved the FY21 Management Goals, the FY21 Rate Schedule and minor modifications to the Risk Management Policy.

**Policy Makers Liaison Committee**

Dan Robuck, City of Leesburg, was elected Chairperson of the PMLC and Bob Page, City of Green Cove Springs was elected Vice Chairperson for FY21.

The PMLC also approved the quarterly meeting dates fro FY21.

Mr Williams shared the FY20 Management Scorecard, the Proposed FY21 Management Goals and a presentation on the impact of potential carbon reduction target. The carbon reduction presentation is attached for your review.



# STAFF REPORT

## CITY OF GREEN COVE SPRINGS, FLORIDA

**TO:** City Council **MEETING DATE:** November 10, 2020  
**FROM:** Michael Daniels, AICP, Planning & Zoning Director  
**SUBJECT:** Review and approval of Resolution No. R-29-2020, implementing Traffic Study Guidelines for New Development

### BACKGROUND

Due to the potential for large scale development projects coming into the City, coupled with the comprehensive plan requirements that necessitate new development comply with the designated Level of Service standards for transportation facilities, staff has created Traffic Impact Analysis Guidelines. The guidelines are designed to require developers to hire a traffic engineer to analyze roadways within the study area and determine if the projected traffic from the proposed development will degrade the roadways below the established Level of Service. If so, the applicant will be required to pay a proportionate fair share of the cost of the improvements as specified in the City's Concurrency Ordinance.

The traffic study guidelines are broken into two sections –

#### Methodology:

- Describes the Proposed Development
- Provides a trip generation rate and assumptions regarding trip generation (pass-by, internal capture etc)
- Provides a trip distribution analysis
- Provides a Study Period
- Defines a Study Area
- Provides existing conditions
- Provides Background Traffic rates

#### Traffic Study:

- Provides Existing Conditions
- Provides Committed Traffic (projects that have been approved but not yet constructed)
- Provides Planned Improvements (To be included as part of analysis)
- Provides Project Analysis
- Provides Intersection and Segment analysis
- Provides Future Conditions Analysis
- Required Mitigation

### FISCAL IMPACT

New development will pay their proportionate share of roadway impacts which will supplement the City's Capital Improvements Plan.

## RECOMMENDATION

Staff recommends approval of Resolution No. R-29-2020, implementing the Traffic Impact Analysis Guidelines.

### **Recommended Motion:**

To approve Resolution No. R-29-2020, implementing the Traffic Impact Analysis Guidelines.

**RESOLUTION NO. R-29-2020**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS AUTHORIZING APPROVAL OF THE TRAFFIC STUDY GUIDELINES**

**WHEREAS**, the City has the potential for large scale development projects coming into the City; and

**WHEREAS**, the impact of these projects has the potential to degrade the Level of Service of the City’s Roadways and Intersections; and

**WHEREAS**, in the City’s Comprehensive Plan, Transportation Element 2.1.1, the City has adopted Peak Hour Level of Service Standards for all of the Roadways within the City; and

**WHEREAS**, in Chapter 105, Concurrency Management of the City’s Land Development Code, Section 105-2, the City requires that the adopted levels of service are not degraded; and

**WHEREAS**, if, through the Traffic Impact Analysis, it is determined that transportation facilities will be degraded by the proposed development, the applicant is required to pay a proportionate fair share of the required capacity improvement as set forth in the City’s Land Development Code, Section 105-5.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Green Cove Springs as follows:

**SECTION 1. FINDINGS.** The forgoing findings are incorporated herein by reference and made a part hereof.

**SECTION 2.** The City of Green Cove Springs has formally approved and hereby adopt the City of Green Cove Springs Traffic Impact Analysis Guidelines attached as Exhibit A.

**SECTION 3. REPEALER.** Any Resolutions or parts thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

**SECTION 4.** This Resolution shall take effect immediately upon passage.

**DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 20th DAY OF OCTOBER 2020.**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

\_\_\_\_\_  
B. Van Royal, Mayor

**ATTEST:**

\_\_\_\_\_  
Erin West, City Clerk

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
L. J. Arnold, III, City Attorney

# **EXHIBIT A**

## **CITY OF GREEN COVE SPRINGS**

### **TRAFFIC IMPACT ANALYSIS GUIDELINES**

#### **INTRODUCTION**

Traffic Impact Analyses (TIAs) are developed to estimate the impact of new development on area roadways and identify improvements necessary to mitigate that impact. The purpose of this policy is to provide guidance to ensure that TIAs are developed in a consistent manner. These guidelines assist in identifying how a development will interact with the existing transportation networks, where traffic capacity constraints may occur, where transportation services are sufficient or where extra services are required. More recently expectations have been raised for the need to assess the viability and impact on modes other than the private car, such as passenger transport, walking and cycling, and the ability to access services without the need to travel by car. However, this has often been undertaken in an ad hoc and secondary manner. It is well understood that land use generates trips and it is important that appropriate development occurs in the right locations and where the surrounding transportation networks can support it. These guidelines provide a process to ensure that a full evaluation of transportation opportunities and constraints is undertaken for proposed developments in accordance with the City of Green Cove Springs Comprehensive Plan Policies.

#### **PURPOSE**

Florida Statutes, Chapter 163, Growth Management Section requires that public roadway facilities needed to support developments must be available "concurrent" with the impact of such development. Chapter 163, requires local government to maintain an adopted standard of level of services on the public roadways for safe and orderly flow of vehicular traffic. It is the intent of this guideline to provide information that ensures that the roadways are in place and adequate, to provide a level of service that will provide safe and orderly traffic flow.

#### **PROCESS**

Methodology and Traffic Study review, and fees (\$1,000) shall be coordinated with the Development Services Department. All studies shall provide analysis corresponding to the total amount of capacity that is being requested reserved for concurrency. A complete submittal shall also include all the required contents for the specific methodology/study type. A submittal determined to be incomplete will not be in the process until all required information is submitted.

The Development Services Department shall administrate the study guidelines and is authorized to reject an applicant's methodology, or report with recommendations from the City Public Works Department.

## **DOCUMENT SUBMITTAL**

All studies shall provide documentation and data to support the analysis and conclusions of the study. All electronic files must be submitted along with the study document to be considered complete. To minimize confusion and the need to review multiple documents, the first submittals shall be labeled 'Preliminary'. The applicant, upon satisfying all conditions/requirements for approval, shall submit a document labeled 'Final Traffic Study'. The final document shall include all revisions and correspondence that occurred throughout the review and approval process. The applicant shall include three hard copies and one electronic copy of the final report.

## **STUDY LEVEL**

For determining what level of study must be completed the following thresholds have been established:

- **Traffic Impact Statement** – projects generating fewer than **40** net new peak hour trips. Single Family and Two-Family Homes are exempt from this requirement.
- **Traffic Study** – projects generating **40** or more net new peak hour trips.

## **TRAFFIC IMPACT STATEMENT REQUIREMENTS**

A Traffic Statement shall include a review of site access, circulation, and access management. Statement shall provide driveway volume, distribution, site trips per Institute of Transportation Engineering (ITE) Trip Generation Manual, latest edition, and roadway information.

*Note: If a known safety issue or intersection capacity issue exists on the fronting segment, the City Public Works Director may require detailed safety analysis or intersection analysis as part of the Traffic Statement.*

## **TRAFFIC STUDY REQUIREMENTS**

A traffic study shall include the review of site access, circulation, access management, safety, roadway links analysis and intersection analysis that will be significantly impacted by the development.

Prior to the submittal a traffic study, a detailed methodology shall be agreed upon by the City and the Applicant. At a minimum, the traffic study shall detail the following items:

- † Introduction\*
- † Description of the Proposed Development\*
- † Analysis Timeframe\*
- † Analysis Period\*
- † Trip Generation - internal capture, pass-by, diverted trips, and mode split\*
- † Trip Distribution\*
- † Study Area\*
- † Existing Conditions Inventory\*
- † Existing Conditions Analysis\*
- † Background Conditions Analysis\*
- † Committed Traffic\*
- † Planned Improvements (To be included as part of analysis)\*
- † Future Conditions Analysis
- † Conclusion/Mitigation Analysis
- † Appendices

\*To be submitted at time of methodology submittal

## **INTRODUCTION**

The introduction should include a description of the type, size, location, and expected build-out of the proposed development.

## **DESCRIPTION OF PROPOSED DEVELOPMENT**

The applicant shall provide a brief overview of the proposed development including location map depicting major streets, type of use, and density/intensity.

## **ANALYSIS TIMEFRAME**

The methodology and traffic study shall include a build-out schedule. For phased projects, the years included in the analysis period should correspond to the phasing schedule. Projects with more than a five-year build-out will be required to conduct interim traffic analyses as an update to the original traffic study and included in the developer agreement (this should be tied to concurrency and the requested vesting of trips).

## **ANALYSIS PERIOD**

The analysis shall be based on peak hour which typically occurs during the PM period of a typical weekday. However, the analysis period should be related to the known and anticipated peaking patterns of the transportation system and development traffic. If this period is not adequate, the period selected should be the period of the highest combination of development and background traffic. Depending on the type of land use and local characteristics, study of both AM and PM peak hour may be required. The analysis period shall be identified in the methodology letter.

## **TRIP GENERATION**

Trip generation shall be based on the latest edition of the ITE Trip Generation Manual. The use of ITE rates or equations shall be determined using Section 2.4.2 of the FDOT Site Impact Handbook. When the land use categories and descriptions of the ITE Trip Generation Manual clearly do not apply or the rates are not appropriate for a proposed development, locally derived trip generation rates developed by the applicant may be used. Trip generation rates that are based on local conditions should be developed according to the methodology described in the ITE manual. The use of alternative trip generation studies shall be identified as part of the initial methodology for approval. The Trip Generation, internal capture rates, pass-by rates, and diverted trip rates shall be provided in the methodology letter.

When a development is analyzed that cannot be adequately described by ITE, the development generation data will be based on type, intensity, and timing of trips to be generated. The City staff will recommend the trip generation characteristics that are appropriate for the analysis. However, the applicant may recommend a trip generator with supporting documentation for staff approval prior to use.

Where small individual land use development is located within a larger development the analysis for the entire development is to address each land use independently and sum the resulting trip generation.

INTERNAL CAPTURE - It is recognized that certain mixed-use projects may have traffic circulation among various uses within the subject property, which are not using the public roadway system. If internal capture is considered for reduction in the impact, credit the internal capture trips first and then apply the pass-by percentage to calculate total new trips. The internal capture traffic may be credited against the total new external project trips. The use of internal capture rates requires that internal roadways be present at the time of impact. Internal capture rate should also be used where land uses share parking facilities, the total trip generation from the site will be less than would be estimated by summing the estimated trip generation, if each of the land uses were estimated individually and summed. Internal capture rates shall be calculated and documented based on the recommended procedures of the ITE Trip Generation Handbook.

PASS-BY TRIPS – The use of site-specific pass-by studies conducted in accordance with ITE procedures may also be allowed upon approval from the City of Green Cove Springs staff. The studies must be proposed and approved in the methodology stage of the traffic analysis.

With respect to pass-by trips, the total driveway or adjacent intersection volumes are not reduced. However, the number of new trips added to the roadway network resulting from the proposed development is reduced accordingly.

DIVERTED TRIPS - If a project proposes diverted trips, the total driveway volumes shall not be reduced and these trips shall count as new trips where they travel to these road segments to reach the project site that they did not previously travel. The calculations for diverted trips shall be provided as part of the methodology and approved by the reviewing agencies prior to inclusion in the traffic analysis.

MODE SPLIT - This section deals with the anticipated use of other modes of travel (non- auto) and shall be applied as applicable based upon FDOT procedures for determining mode split within a defined study area.

### **TRIP DISTRIBUTION**

Trip distribution may be performed using manual techniques in combination with the latest version of the Northeast Regional Planning Model Activity-Based (NERPM-AB) system adopted by the North Florida Transportation Planning Organization (TPO) as approved by the City. The trip distribution methodology should consider the area population, locations of similar land use, known traffic trends and travel distances. Trips should be assigned based on logical routing patterns to the major street network which includes those corridors classified as collectors and above. The exception to this rule is that trips may be assigned to the local street system when the local streets provide direct access to the proposed development. The trip distribution method shall be explained in the methodology.

No distribution plan should differ more than 10% from the existing traffic pattern unless approved by the City. Any modifications to the NERPM-AB system shall be clearly explained within the text of the traffic analysis and all electronic files shall be submitted with the traffic study. Staff and applicant shall review the distribution plan to determine if the proposed distribution is reasonable.

TRIP ASSIGNMENT - Total traffic shall be calculated and trip assignments for the net trips made for each link and intersection within the project's study area. The assignments shall address phasing and cover the build-out period of the project. An existing and future turning movement map shall be included in the analysis. The turning movement maps shall show the existing traffic volumes, the background traffic volumes, any known project traffic volumes, and the project traffic volumes. Turning movement maps shall be completed for all intersections within the study area and shall correspond to the trip generation and trip assignment portions of the traffic study.

## **STUDY AREA**

The study area shall include any public roadway where the net new traffic from the proposed project is at least 5% of the maximum service volume (based on the FDOT Generalized Level of Service) of the roadway plus one segment beyond. A map illustrating the study area shall be included along with a table listing pertinent road data (i.e. current traffic count, LOS standard and service volume, v/c ratio, area type, number of lanes, etc.) for each segment. The identified road segments shall be consistent with the TPO Roadway Segment Database. The map should clearly depict the traffic assignment to each roadway. In addition, a list of each signalized and/or major un-signalized intersection, agreed to be significantly impacted during the methodology process, shall be included. All study area segments and intersections shall be provided in the methodology letter.

In addition, all roadways having a LOS below the adopted LOS standard shall be included in the study area unless they meet state statutory thresholds for 'de minimis' developments (FS163.3180) (6).

## **EXISTING CONDITIONS INVENTORY**

Existing roadway conditions shall be included for all impacted corridor segmentation within the study area and one segment beyond. The existing roadway conditions data shall be consistent with the most current corridor data from the North Florida TPO Traffic Count Database.

Data to be included in the existing conditions inventory by roadway segment shall include adopted LOS standard, adopted LOS capacity, existing LOS, current traffic counts, background traffic volumes, number of lanes, FDOT group classifications & existing v/c ratios.

## **EXISTING CONDITIONS ANALYSIS**

The yearly traffic counts from the most current North Florida TPO Traffic database and shall be used to determine the study area only.

It may be necessary for the applicant to conduct additional traffic counts to provide current traffic counts where there are outdated (older than one year) or no traffic counts taken, such as for local roads that are included in the study area. Additional counts may also be needed if there have been any changes to the transportation system that may compromise the integrity of a particular count location (construction, development, etc.) since the last counts were taken.

All counts shall include peak hour information for segment and intersection analysis and shall be obtained at the time that best coincides with the peak period to be analyzed. The peak should be the period with the highest combined street and site generation traffic volumes. FDOT peak season factors shall be applied to the count data. Existing (peak season) traffic shall be analyzed at all study area intersections and roadway segments. The resulting LOS, v/c, and 95<sup>th</sup> percentile queue results shall be provided in the report.

### **BACKGROUND CONDITIONS ANALYSIS**

As part of determining the background traffic for a project, the proposed project build out year must be established. Background traffic shall be developed by applying the annual growth rate for the past five years for the roadway segment to the existing traffic counts, and then compounded annually through the build out year for the project. A minimum 1% annual growth rate shall be applied to roadways with equal or less than 1% growth and to roadways where growth rates are not available. Background traffic shall be analyzed at all study area intersections and roadway segments. The resulting LOS, v/c, and 95<sup>th</sup> percentile queue results shall be provided in the report.

The applicant shall use the most current traffic counts available in the Annual TPO Traffic Count Data to develop background traffic rates.

### **COMMITTED TRAFFIC**

Committed development traffic from vested projects, projects that have received concurrency reservation certificates and projects that are in the concurrency reservation process shall be included. A development is considered to be committed traffic, from the time when a development order (as defined in the definition section of Section 101-5 of the City's Land Development Code ) has been submitted and / or approved until such time as the development received a Certificate of Occupancy and the trip's associated with the development are appropriately represented through existing traffic count data. The project and the number of committed trips shall be identified as part of the initial methodology. Assignment of the committed trips is not necessary as part of the initial methodology or as provided by the City of Green Cove Springs Development Services department submittal but is required as part of the final analysis.

### **PLANNED IMPROVEMENTS**

Any improvements not yet constructed but anticipated to be used as part of the analysis shall be identified. The improvements include construction within the first three years of the FDOT Work Program or a local government Capital Improvement Program or improvements identified as part of an enforceable developer's agreement or DRI development order.

## **FUTURE CONDITIONS ANALYSIS**

A complete future conditions analysis shall be included in the study. The future conditions analysis shall include all roadway links and intersections analyzed in the existing conditions section of the study and shall also include a peak hour/peak direction LOS analysis showing the future roadway conditions (segment and intersection) after applying the background traffic, the proposed project traffic, trips from committed traffic and any planned improvements.

Additionally, future conditions table and a future turning movement illustration shall also be included in all traffic studies.

The future conditions table shall be consistent with the existing conditions table and provide analysis for roadway segments and intersections within the study area. The table shall at a minimum include information such as: functional classification, FDOT Generalized LOS Tables classifications, LOS capacity future projected traffic volumes, and the projected LOS (peak hour/peak direction for both weekdays). In certain cases, a Saturday analysis may be required. Segments identified in the future conditions table shall be consistent with those identified in the existing LOS Table. The applicant shall perform the analysis for all intersections and segments within the study area and compare the existing intersections peak hour segment with the projected intersections peak hour segments calculating the estimated LOS, 95<sup>th</sup> percentile queue lengths and v/c ratios. This process shall be employed for both conditions using the FDOT generalized tables only.

A future turning movement illustration shall be included as part of the analysis. The illustration shall show the individual movements for the project traffic, projected background traffic, other project(s) (as determined by the City Traffic Engineer) and the total traffic.

## **CONCLUSION/MITIGATION ANALYSIS**

The conclusion/mitigation analysis shall summarize the overall impact of the proposed development on the study area and identify specific improvements needed, timing for construction of those improvements, and the entity responsible for payment of the improvements.

## **APPENDICES**

All supporting documentation shall be included in the appendices. Where other documentation (methodology or other professional documents) are used by reference, specific citations shall be included in the text of the traffic study.

## **MITIGATION**

### **MITIGATION IMPACTS (GENERAL)**

The key role of the traffic study is to ensure that the developments are designed and implemented in such a way that they promote access by all modes and manage demand to avoid unacceptable impacts on City and State roadway networks. Depending on the nature and scale of the development, this may require a combination of measures to promote all mode access and minimize extra vehicle traffic that may be generated by the development. Scenarios shall be designed to give greater emphasis to access by pedestrians, cyclist, and passenger transport. Such measures may mean changing the location of a building and/or parking within a site, diverting/providing bus services or supplementing the level of passenger transport to the site.

### **INTERSECTIONS AND SEGMENTS MITIGATION**

All proposed improvements shall include a mitigation analysis section that mirrors the information provided in the future conditions table (specifically, to provide a LOS analysis based upon the identified improvements). All development that require intersection operational improvements based on the traffic study recommendations, including but not limited to traffic signals, roundabouts, turn-lane additions, and turn-lane extensions shall pay 100% of these improvement costs. The City may consider extending credits for signalization and intersection improvements that address failures at some intersections to an operational level that ‘significantly’ improves the overall LOS to a level where that intersection operates more efficiently than the existing conditions analysis indicated. It is feasible that multiple ‘significant’ improvements to some intersections within a study area may offset the increased delay at other non-improved intersections within the study area which could result in increased efficiency of the overall system. In addition, the mitigation analysis shall include cost estimates for design, construction, and right-of-way acquisition for each identified improvement.

### **TRAFFIC SIGNAL MITIGATION**

If required under the methodology, a traffic signal warrants analysis shall be performed for the main site access driveway or significantly impacted off-site intersections, using the criteria that has been set forth in the Manual on Uniform Traffic Control Devices (MUTCD).

Where the developer has proposed changing signal timings to accommodate more through traffic by reducing side-street green light timing, the issue of maintaining the adopted LOS for all turning movements at an intersection must also be addressed by the following:

1. All signalized intersection future analysis recommendations shall maintain the adopted level of services, and the v/c ratio shall remain less than 0.99 on all approach movements. The intersection movement rate of flow cannot exceed the roadway segment volume vehicle per hour.
2. If optimization of traffic signal timing is used to mitigate a failed level of service for the side street, the V/C ratio cannot be adjusted down more than 20%.

3. If the thresholds cannot be maintained, then the signal system shall be re-timed to accommodate the additional volume on the main roadway subject to City approval.
4. All signalized intersection calculations shall use the existing timing (minimum/maximum green) for a base to estimate future timing patterns. Existing timing shall be obtained through the Clay County Public Works Department and the Florida Department of Transportation.
5. For planning purposes, the existing signal minimum/maximum timing shall be used to determine the existing and future LOS.

### **SAFETY MITIGATION**

Left and/or right-turn lane warrant analyses may be requested during the methodology process. Left and right-turn lane warrants analysis shall be performed based on the National Cooperative Highway Research Program (NCHRP) and/or FDOT standards. The City Public Works Director may require turn lanes with known crash patterns for safety purposes. The developer shall pay 100% of the improvement cost.

### **CAPACITY MITIGATION**

If the mitigation measure is a capacity improvement, the applicant shall pay their proportional fair-share obligation as set forth in the Land Development Code, Chapter 105, Section 105-5(f).

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## **TRAFFIC ANALYSIS SOFTWARE**

### **ART PLAN**

The most current version of the FDOT LOSPLAN software package shall be used for those developments intending to submit an analysis for the purpose of determining the capacity of a roadway segment. This should be done only if no capacity/LOS is available from the FDOT generalized tables and this information is presented to City staff. If the total traffic exceeds 85% of the maximum service volume at the adopted LOS standard for the roadway, then LOSPLAN can be used to develop new LOS thresholds. The TPO Maximum Service Calculation Procedures shall be used in the software. The software utilized shall be consistent with the functional classification and lane characteristics of the roadway. All capacity/LOS analyses to be conducted with a traffic study shall be approved with the methodology for the project. Where a previous capacity analysis has been conducted for a segment within the last year and providing no significant changes have occurred within or affecting the segment, then this analysis may be used.

### **HCS / SYNCRHO**

The most current version of the HCS or SYNCHRO software packages shall be used for those developments intending to submit an analysis for the purpose of determining the capacity of an intersection. The analysis shall document and source any changes to the default values of the software in the text of the traffic study. Use an average of the approach peak hour factor (PHF) at existing intersections to determine the intersection PHF for use in analysis. All capacity calculations shall use existing signal timing. Proposed signalized intersections shall be analyzed with optimized signal timings.



# City of Green Cove Springs

(904) 297-7500  
Florida Relay – Dial 7-1-1

321 Walnut Street

Green Cove Springs, FL 32043  
[www.greencovesprings.com](http://www.greencovesprings.com)

## MEMORANDUM

To: Steve Kennedy, City Manager  
From: Development Services Department  
Date: November 2, 2020  
Subject: Monthly Planning, Code Enforcement and Building Report for October, 2020

### **PLANNING**

In October, Paramount Industries Inc opened an administrative construction office at 439 North St Suite D. Total Business Tax Revenue for October was \$5,537.50.

During the month of October, Staff worked on:

- Special Event applications
- Community meeting for medical facility at 1050 N Orange Ave
- Special Exception Amendment for a duplex at 1096/1098 North St
- Site Plan and Variance review for 409 N Palmetto Ave
- Lot Split for 569 Gum St
- Document dispositioning and scanning with ImageStoreHouse
- Configuration of new permit / project tracking software, SmartGov

Revenues for Planning related fees for October were \$1,262.70.

### **CODE ENFORCEMENT**

In October, there were 7 new Code Enforcement complaints filed. Voluntary compliance was achieved for 3 cases resulting in case closure. The City received \$5,030 in Code Enforcement fines for Special Magistrate orders previously issued. For Fiscal Year 2020-2021, Code Enforcement has collected \$5,030 Code Enforcement fines.

### **BUILDING**

Building permit activity increased from September to October. The total number of building permits issued in October was 50 compared to 44 in September. Permit activity for October 2020 decreased by 22% from October 2019.

Revenues for Building related fees for October were \$53,587.53.

<b>2020 PERMIT SUMMARY</b>	
<b>NEW HOUSES</b>	<b>October</b>
<b>MAGNOLIA POINT:</b>	0
<b>MAGNOLIA WEST:</b>	0
<b>CORE CITY:</b>	6
<b>CONDOS:</b>	0
<b>COMMERCIAL ACTIVITY</b>	<b>October</b>
<b>BUILDING (NEW)</b>	1
<b>OTHER PERMIT ACTIVITY</b>	<b>October</b>
<b>ADDITION - COMMERCIAL</b>	0
<b>ADDITION - RESIDENTIAL</b>	3
<b>REMODEL - COMMERCIAL</b>	0
<b>REMODEL - RESIDENTIAL</b>	0
<b>SCREEN ROOMS:</b>	0
<b>SHIP PROGRAM:</b>	0
<b>SIGNS:</b>	0
<b>POOLS:</b>	0
<b>RE-ROOFING:</b>	18
<b>GARAGE/SHED:</b>	0
<b>OTHER PERMITS:</b>	22
<b>TOTAL PERMITS ISSUED</b>	<b>50</b>

